

Edgecombe County Vision Statement
Edgecombe County is a historic place that values its citizens and natural resources and creates opportunities where people are proud to live, work and play for generations to come.

AGENDA
REGULAR SCHEDULED MEETING OF THE BOARD OF COMMISSIONERS
OF EDGECOMBE COUNTY
NOVEMBER 6, 2023 AT 7:00 P.M.
IN THE JONATHAN FELTON COMMISSIONERS ROOM
COUNTY ADMINISTRATIVE BUILDING
TARBORO, NORTH CAROLINA

1. MEETING CALLED TO ORDER.
2. SAFETY INSTRUCTIONS.
3. PRAYER.
4. MINUTES OF PREVIOUS MEETING PRESENTED FOR APPROVAL.
October 2, 2023
5. PUBLIC HEARINGS:
 1. A public hearing is called to order relative to the Community Block Grant - Neighborhood Revitalization application. (Attachment #1)
 - a. Public Hearing called to order.
 - b. Reading of public notice by Mr. Peters.
 - c. Comments by Mr. Evans.
 - d. Call for public comments. (Public should state name and address for public record.)
 - e. Adjourn public hearing.

(Recommended action: Submit application as presented.)
 2. A public hearing is called to order to receive citizen comments relative to a Special Use Permit request from Barnhill Contracting Company for property located off Ellis Lane. (Attachment #2)
 - a. Quasi-Judicial Public Hearing called to order.
 - b. Reading of public notice by Mr. Peters.
 - c. Comments by Mr. Evans.
 - d. Swearing in of participants by Mr. Peters.

- d. Call for public comments. (Public should state name and address for public record.)
- e. Adjourn public hearing.
- f. Consideration of approval.

(Recommended action: Decision will be made pending public comments.)

6. SCHEDULED APPOINTMENT(S):

- A. Sherry Johnson, Veterans Services Director, to present Resolution for Operation Green Light to recognize our veterans. (Attachment #3)
- B. Betty Battle, Edgecombe County Social Services Director, to give an update on Medicaid Expansion. (Attachment #4)
- C. Antwan Brown, Emergency Services Director, and Jonathan Langley, Chief of South Edgecombe Volunteer Fire Department, to give an overview of fire response responsibilities of volunteer fire departments.
- D. Sherrod Knox, with When People Work, to present on their work with justice Impacted citizens.

7. PUBLIC PETITIONS.

- Public present should state name and address for public record. (limit 3 minutes)
- Mr. Evans to read public petitions submitted via email or postal mail.

8. OTHER BUSINESS:

- A. Consideration of approval of budget amendments. (Attachment #5)

(Recommended action: Approve as presented.)

- B. Consideration of adopting a joint resolution to approve the Countyline Merger Transition Plan. (Attachment #6)

(Recommended action: Adopt resolution as presented.)

- C. Consideration of approval of Resolution to Recognize Native American Heritage Month. (Attachment #7)

(Recommended action: Approve as presented.)

- D. Consideration of approval of Edgecombe Community College easement agreement. (Attachment #8)

(Recommended action: Approve as presented.)

- E. Consideration of approval of COVID vaccine fee schedule. (Attachment #9)

(Recommended action: Approve as presented.)

- F. Consideration of approval of the sale of Edgecombe County's interest in the building located at 500 Nash Medical Arts Mall, Rocky Mount to Nash County. (Attachment #10)**

(Recommended action: Approve as presented.)

- G. Consideration of approval of request from the Town of Princeville to support the naming of the Tar River Bridge after the late Mr. Walter Plemmer. (Attachment #11)**

(Recommended action: Approve as presented.)

- H. Consideration of approval of cell tower lease agreement. (Attachment #12)**

(Recommended action: Approve as presented.)

- I. Consideration of approval of an amendment to the Cooperative Agreement with NC Department of Public Safety. (Attachment #13)**

(Recommended action: Approve as presented.)

- J. Consideration of approval of corrections to the Compensation Plan. (Attachment #14)**

(Recommended action: Approve as presented.)

- K. Consideration of approval of change in policy for public records requests. (Attachment #15)**

(Recommended action: Approve as presented.)

- L. Consideration of Adoption of Schedules, Standard and Rules to be used in the 2024 appraisal of real property in Edgecombe County. (Attachment #16)**

(Recommended Actions: Adopt Market Value Schedule as previously presented and adopt Present Use Value Schedule as previously presented.)

- M. Consideration of approval of request for the sale of service weapons to retiring Sergeant David Parker and Captain Charles West. (Attachment #17)**

(Recommended action: Approve as presented.)

N. Consideration of approval of the 2024 Holiday Schedule. (Attachment #18)
(Recommended action: Approve as presented.)

O. Consideration of approval of acceptance of the AgVenture grant from NC State University. (Attachment #19)

(Recommended action: Approve as presented.)

- 9. APPOINTMENTS: (Attachment #20)**
 - A. Jury Commission.**
 - B. Parks and Recreation Advisory Board.**
- 10. AFTERLISTS AND RELEASES FOR REVIEW AND APPROVAL.**
- 11. CONTRACTS FOR REVIEW AND/OR APPROVAL.**
- 12. DEPARTMENTAL REPORTS FOR REVIEW.**
 - A. Water and Sewer update.**
 - B. Monthly Financial Summary.**
- 13. MANAGER'S REPORT.**
 - A. Major events and updates.**
 - B. Workforce Development Indicators.**
 - C. TDA financial report.**
 - D. Update on tornado storm debris clean-up and recommendation to end the State of Emergency.**
- 14. COMMISSIONERS' REPORT.**
- 15. ATTORNEY'S REPORT.**
- 16. CLOSED SESSION.**
 - A. Economic Development. [N.C.G.S. 143-318.11 (a)(4)]**
- 17. ADJOURNMENT.**

MINUTES
REGULAR SCHEDULED MEETING OF THE BOARD OF COMMISSIONERS
OF EDGEcombe COUNTY
OCTOBER 2, 2023 AT 7:00 P.M.
IN THE JONATHAN FELTON COMMISSIONERS ROOM
COUNTY ADMINISTRATIVE BUILDING
TARBORO, NORTH CAROLINA

1. **MEETING CALLED TO ORDER BY CHAIRMAN LEONARD WIGGINS AT 7:00 P.M.**

MEMBERS PRESENT: Mr. Leonard Wiggins, Chairman, Rev. E. Wayne Hines, Vice-Chairman, Mr. Donald Boswell, Mr. George Thorne, Mrs. Viola Harris, Mrs. Evelyn Powell and Mr. Ralph Webb.

MEMBERS ABSENT: None.

OTHERS PRESENT: Mr. Eric Evans, County Manager, Mrs. Natalie Bess, Deputy County Manager, Mr. Michael Peters, County Attorney, Mr. Michael Matthews, Assistant County Manager, Mrs. Linda Barfield, CFO and Ms. Frangie Mungo, Clerk to the Board.

2. **SAFETY INSTRUCTIONS.**

Safety instructions provided by Mrs. Bess.

3. **PRAYER.**

Prayer provided by Rev. Hines.

4. **MINUTES OF PREVIOUS MEETING PRESENTED FOR APPROVAL.**

Rev. Hines moved to approve the minutes of the September 5, 2023 as presented. Mrs. Harris seconded the motion, which carried by unanimous vote.

5. **PUBLIC HEARINGS:**

1. **Mr. Wiggins called a public hearing to order relative to the proposed Schedules, Standards and Rules to be used in the 2024 reappraisal of real property in Edgecombe County.**

Mr. Peters read the public notice.

Mr. Evans stated that presented for Board consideration and review at the last meeting the new Schedule of Values. We are in the revaluation process so now we have to give the opportunity for our citizens to respond to those Schedule of Values at the public hearing tonight. He asked Mrs. Tarasa Lewis, Tax Administrator, if she needed to add anything.

Mrs. Lewis did not.

Mr. Wiggins called for public comments. There being none, the public hearing was adjourned.

2. Mr. Wiggins called a public hearing to order to receive citizen input regarding a rezoning request for property located on Colonial Road, Tarboro from AR-30 to R-20.

Mr. Peters read the public notice as published.

Mrs. Katina Braswell, Planning Director, stated that Mr. C. B. Daughtridge request to rezone property located at Colonial Road near US 258 South intersection from AR-30 Rural Residential to R-30 Mixed Residential District. The purpose of the request is to allow for development of single-family dwellings. The principal use must meet zoning requirements in the R-20 zoning district per Unified Development Ordinance Table 4.2.1 Principle Use Table. The Planning Board voted unanimously to forward the rezoning request to the Board of Commissioners with a favorable recommendation.

Mr. Wiggins called for public comments. There being none, the public hearing was adjourned.

Mr. Boswell moved to approve the rezoning request as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

3. Mr. Wiggins called a public hearing to order to receive citizen input regarding a rezoning request for property located at 12615 US 64 Alt. West, Rocky Mount from AR-30 to B-2.

Mr. Peters read the public notice as published.

Mrs. Katina Braswell, Planning Director, stated that Ms. Donna Matthews and Ms. Elizabeth Hill request to rezone property from AR-30 Rural Residential/R-30 Single-Family Residential to B-2 General Business District. The purpose of the request is to allow for commercial use at the property. Applicants plan to sell property for establishment of a commercial business. The principal use must meet zoning requirements in the B-2 zoning district per Unified Development Ordinance Table 4.2.1 Principal Use Table. The Planning Board voted unanimously to forward the rezoning request to the Board of Commissioners with a favorable recommendation.

Mr. Wiggins called for public comments. There being none, the public hearing was adjourned.

Mr. Webb moved to approve the rezoning request as presented. Rev. Hines seconded the motion, which carried by unanimous vote.

6. **SCHEDULED APPOINTMENT(S):**

A. **Tanya Heath, Cooperative Extension Director, recognized 4-H Youth for their participation in district and State competitions.** She stated that some will be going to National competitions.

Presentation participants: Abby Bradley, Thomas Bradley, Emma Britt, Savannah Dail, McCrae Kiser, Payden Kiser, Seth Peele, Jada Smith, Jolyna Sundbom. Logan Sundbom, Faith Womble and Levi Womble, and Jaileea Knight

B. **Todd Gardner, Tar River Transit and Betty Battle, Edgecombe County Social Services Director, responded to concerns regarding non-emergency medical transportation.**

Mr. Evans stated that at the last regular meeting we had a number of citizens come with some concerns and complaints about our non-emergency medical transportation. He stated that concerns for them are certainly concerns for us so follow-up will be provided tonight. Mr. Evans stated that Medicaid provides transportation for medical related needs and is provided through outside contractors. Tar River Transit is the regional transportation provider for us and many other entities and the primary provider of that service for the County. He stated that we have had a secondary contract to supplement that service. Our procurement policy and procedures require that we go out to seek other proposals. This was done recently based on a rating system and we went with a new contractor. That transition from one contractor to another inevitably can be a little bump in the transition. Our goal has been for our staff to work with both Tar River Transit and our new secondary provider.

Mrs. Battle discussed the bid process. She stated that RFP went out to the newspapers and was posted on the County's website. They received RFPs from five providers and they were rewarded points for qualifications, experience, costs, and understanding and approach. Several providers lost points on the understanding and approach because they did not submit the requested documents. On August 28th letters were sent out to the bidders notifying them that the contract was awarded to another provider.

September 1st a contract was awarded to **Flow by** and on September 12th letters were sent out to all of the riders informing them that the contract had switched from Fountain Transportation to **Flowvi**. Mrs. Battle stated that this is the process they have always used for bid proposals.

Mrs. Harris stated that she talked with Mrs. Battle and expressed her concerns that the residents were not told about the change until after the change had happened instead of alerting them that this was coming up. She also asked Mrs. Battle several questions regarding the bids.

Mrs. Battle answered questions from the Board.

Mr. Gardner stated that he was present to address the concerns that were displayed by the citizens relative to transportation by Tar River Transit and to correct any misconceptions about the service they provide in Edgecombe County. He provided a background of what they do. He stated that every county has a Community Transportation provider designated and they are supported by the NCDOT. He stated that part of his job as director is to apply for State and Federal funds on behalf of Edgecombe County for expenses that are associated with providing transportation in the area. Mr. Gardner stated that he reviewed the video of the last meeting and he heard some disparaging comments about Tar River Transit that he would like to address. He stated that he heard of accusations of passengers being treated like trash, did not address the issue of a damaged wheelchair, they do not allow passengers with weight issues to utilize wheelchair ramps, they pick up passengers when they feel like it and they ask passengers to be ready at 3 a.m. for a 6 a.m. appointment. He stated that any time Tar River Transit falls short the issues are immediately addressed. By large they provide safe and reliable transportation. To hear the remarks, he took them personally because that is not the type of organization that he is the head of. The citizens have the right to their opinion and he respects their opinion, but he categorically denies that they treat passengers harshly or that they fall short of providing safe and reliable transportation.

Mr. Gardner answered questions from the Board.

Mr. Thorne asked Mrs. Battle if she received any of those same complaints.

Mrs. Battle stated that they received complaints on Flovi and they have investigated them and the complaints are more regarding the transition, which will eventually smooth itself out.

Mr. Jonah Williams, DSS Adult Protective Services Supervisor, stated that he has done several site visits to Flovi and they have 7 to 8 vehicles consisting of vans, buses and cars. He checked the cars after the concerns were voiced and did not find anything. They were raising funds to add tee shirts to the company and decals to the cars. He stated that one of his transportation workers has been appointed to continue to do site visits.

Mr. Evans stated that he thought things have progressed and improved a great deal.

7. **PUBLIC PETITIONS.**

Angela Bryant, 717 West End Street, Rocky Mount, stated that she was here to speak to the Board on the issue of school demerger or merger. She stated that she is one of the community leaders who has been working on the issue for the last year and an urgent issue has come to their attention and wanted to make sure it comes to the Board's attention. This is a matter regarding involving the redistricting of the Edgecombe County School Board as a result of the school merger. A problem has arisen in that in the legislation that

most recently set the date for the merger to happen and other parameters, including the authority for the Edgecombe School Board to redistrict. There was an oversight in that they did not realize that the Edgecombe County School Board election occurs in March. The merger will occur in July. The people who are merged in July cannot vote in an election in March and they would have no way to participate in 2024 elections for representation. She stated that a second problem is that, even if we move the election to November and you still had the same set of districts that you have now, the only districts up for election in 2024 are in East Tarboro and Macclesfield. That would be Worsley, Privette and Ellis. The citizens in Rocky Mount would not be able to vote for any representation for the people in Rocky Mount anyway. There are two oversights to this problem. A legislative action is needed in order to provide representation for the citizens of Edgecombe County that will be merged into the Edgecombe County School district in 2024. Move the election first and foremost to November at least and require a plan that would allow all the districts to be elected in 2024. There are 10,000 residents in Rocky Mount that will merged into the Edgecombe County Schools district and asked that the Board take action for this to happen with the legislature and for the School Board to have the authority to do what they need to do.

Mr. Wiggins stated that there was a community meeting on Friday and our State Legislatures were there, Mr. Willingham and Senator Smith. Mr. Wiggins stated that he did request that they look at it and possibly seek legislation that would take some corrective action, but not take the authority from the school board to draw their lines. He still wants the school board to have the authority to draw their lines.

Ms. Bryant stated that they need not only the authority to redistrict, they need the authority to change the district plan so that all the seats would be open.

Mr. Wiggins asked the Board if this was something that they could support and they were in support.

Curmilus Dancy, 127 Midway Lane, Tarboro, P O Box 1391 Pinetops, asked the Board to take whatever action they can to influence the Edgecombe County Board of Education, because until the Rocky Mount residents can vote they have no representation on the Edgecombe School Board that will decide their rights and their fate. The only representative they have elected that can help them are on the Edgecombe County Board of Commissioners, the Rocky Mount City Council, the Nash County School Board and their State legislators. He asked the Board to please take action now to make sure they can vote for school board representation in 2024 after they get annexed. There has to be legislative action in the next few weeks to move the election and require the school board to redistrict with the plan that allows Rocky Mount to elect representation in 2024. He stated that the Board is one of the only elected voices that these citizens in Rocky Mount have and we need the school board to demonstrate the same transparency and concern for the Rocky Mount

Edgecombe residents that have the right to vote for their new school board as they have shown for the assignment of students to the newly merged school facilities in the district.

Natalyn Ohree, 1713 Beverly Road, Rocky Mount, Edgecombe County side of the Nash County School system, stated that since Nash County has decided that they would no longer be embracing us and they are releasing us into your (the Board) loving care. She stated that they are relieving us of their responsibility for our children. Therefore, we are raising the alarm because we do not want this policy to come into effect without the voting t opportunity for the citizens in the Edgecombe County area. A lot has gone on and a lot of people have been asleep at the wheel and they are waking up after the fact. We do not want that to happen and we appreciate the Board's attention and anything they can do to help in this process to make sure that those 10,000 Edgecombe citizens, who have a right to vote, are considered in the future in a timely fashion so that they will not be behind the wheel.

Mr. Wiggins stated that the Board has shown their willingness to address that along with the School Board.

Kelvin Barnhill, Owner and Operator of Flovi, Inc., stated that he wanted to introduce himself and the company and to let the Board know that they are here to help, support and help serve the individuals in Edgecombe and Nash County in transportation. They have been doing transportation for quite some time. Doing services with Mental Health Service called MTM and they provide service for transportation for those individuals as well. They are grateful to know that they are able to come here and support Edgecombe County doing their transportation along with DSS. Working together as a team is very important and supporting individuals that they are serving. There may be a few transitional issues, but granted those issues have been smoothed out and they are moving forward. He stated that they are here to support the individuals everyday along with DSS in doing what they need to do.

Brenda Lyons, 201 ??, Pinetops, stated that "she" said that she did not get that complaint about transportation. She stated that she was the one who told them about, when she was riding Transit, and the arm of her chair got damaged and if her arm had been there it would have gotten hurt. She stated that she called in and told them what happened and what was told to her that they don't have insurance to cover her chair and on the second time they messed up the cord and she called in for that and once again was told they did not have insurance. Ms. Lyons stated that "she" said she sent out notices and she did not get a letter stating that she could no longer ride Fountain Transportation. When she called to say she would like to ride Fountain Transportation she was told that if she rides Fountain Transportation she will pay for it. Ms. Lyons stated that she felt that she had the right and authority to ride the van she liked to ride. Why is it a problem if they want to ride Fountain Transportation. When Fountain Transportation came in she stopped riding Rocky Mount Transit and starting riding Fountain Transportation and she has been

satisfied. She felt that as long as she is was satisfied she should have been able to keep riding with them. She stated that she was scared when riding (Tar River Transit) and that should not be.

Mr. Todd Gardner, Tar River Transit, stated that he did not want to speak again to refute the citizen's claims all he wanted to do was explain their process.

Anthony Davis, 625 East Holley Street, Rocky Mount, stated that he was here with a complaint about the new Transportation system. He stated that it sucks. He stated that he was supposed to have surgery last week, called in a week ahead of time and was told that someone would be there. He stated that at 11:30 the people at the hospital had canceled the surgery and rescheduled him, they say that they have ample transportation. He stated that the other day they sent out a van with a broken windshield, dirty, stinking, the front door would not open, the guy was stinking, and Jonah Williams said he inspected the vehicles. The driver said that he was just hired that morning. Mr. Davis said that they they say they are providing adequate transportation. He did not agree. The first time he rode with this company the driver said they were in front of his house in Tarboro, but he lives in Rocky Mount. This company has more than just some flaws they do not have the courtesy to call you until after your appointment is over. He stated that last week the van had a flat tire. Who inspected their vehicles? He stated that they are unsafe and they don't strap you in like they should. Mr. Davis stated to the Board that this company needs to be investigated more before someone is seriously hurt.

Tameka Brown, 1029 Moore Street, stated that Mrs. Betty Battle does not know what she is talking about. She is not telling the truth. She is smart mouthed. She stated that her being from New Jersey she is going to give it back to you harder. Rocky Mount Transit does not need to be working. They say they pick you up according to your appointment. The gentleman she lives with gets up at 3 a.m. for a 6:15 a.m. appointment every day and most of the time he does not know they are out there. They do not blow the horn or call. The only time they call is after they leave and tell you they are not coming back. The other transportation Flovi, her pick-up was in a woman's car with tinted windows, smelled like sex and weed. When they are out in the field he does not know what they are doing. She stated that Mrs. Battle mentioned a point system. There is no point system. Money talks. She sits in her office pushing papers and she is not out here and she does not care. Ms. Brown stated that the older people do not like riding with Rocky Mount Transit, but they are scared to speak up. She stated that no one wants to ride with Flow Ride because of the nastiness and rudeness.

Stephanie Cherry, 3769 US Highway 64, Mildred, NC, stated that she has to have transportation because of surgeries. When she called Social Services to set it up she asked if they had anybody other than Tar River Transit because she did not like having to be ready two hours early, which is a bit much. She was told by the worker about Fountain Transportation. She stated that she likes Fountain's professionalism and they call to let

her know that they are on their way. With not having Fountain now and in her switching, she had some appointments Monday, Tuesday and Wednesday in Raleigh and she called Social Services to set it up the worker was professional at Social Services and she knew that she sent the information over to the new company. Ms. Cherry stated that when she did not hear from them she thought that maybe they would do like Fountain and call her Monday morning and say that they are on their way to pick her up. She called them and was told that they did not get the information and blamed it on the worker at Social Services, which was not true. She had to get somebody to drive her because the appointment could not be cancelled. She stated that she had to get a ride on Tuesday also and Social Services was again blamed. She stated that she has not had a good experience with them. She stated that Fountain Transportation is very good with good customer service. She stated that she would like to have them back.

Brenda Wiggins-Davis, caretaker and wife of man in the wheelchair, stated that every complaint and concern heard today is real. They did not know that Fountain Transportation was no longer going to pick them up. They got that message the morning they called to confirm that they would be on the way and they said they cannot come, they lost the contract. She stated that they called Social Services and was told they would send somebody out, but when they got there it was too late for him to go to the appointment. She felt that DPSS should have given them notice before September 1st. They did not get notice until September 12th. She stated that she called all of the people on the letter and nobody ever seems to be at their desk. She left messages with Mr. Williams, Ms. Stewart, Ms. Fox, Ms. Mayfield, Ms. Dupree and Ms. Mary Harper. Ms. Mary Harper has called her back and Mr. Williams has called her back. Mrs. Wiggins-Davis stated that these are serious issues that her husband has and these people. She stated that she heard someone say that they have 400 to 500 people a day that they have to address. That is an overload. Why don't we have two companies assisting DSS or change Flovi out until they can handle the load.

Mr. Evans stated that he thinks the 400 to 500 number was from Mr. Gardner of Tar River Transit and referring to their entire service area. Not just Edgecombe County and not just Medicaid transportation. They provide transportation for other things as well.

Mrs. Harris asked Mr. Gardner if he has only the one vehicle that comes to Edgecombe County for the Medicaid citizens.

Mr. Gardner stated that they have at least 5 to 10 vehicles that serve Edgecombe County. They have 32 vehicles within their fleet, with 29 being wheelchair equipped.

Mrs. Harris stated but not particularly all five do the Medicaid transportation.

Mr. Gardner stated that all of the vehicles perform Medicaid transportation.

Mr. Wiggins stated that it does appear that we do have some issues and they are change. They followed the process to get the bid and Flovi is our contractor based on the staff investigations and what is brought back to the Board.

8. **OTHER BUSINESS:**

A. **Approval of budget amendments.**

Mrs. Powell moved to approve the budget amendments as presented. Mr. Boswell seconded the motion, which carried by unanimous vote.

B. **Approval of land transfer to the Edgecombe County ABC Board.**

Mr. Evans stated that it was brought to the Board's attention at the March meeting that the Edgecombe County ABC Board has requested land from the County for the purpose of constructing a new warehouse. The ABC Board asks that the County donates part of a parcel the County owns at the corner of Anaconda and McNair Roads. The Board authorized him to proceed with determining the exact location and layout and bring back for consideration. Mr. Evans presented both an area map, as well as a preliminary site layout map. Mr. Shelly Willingham, Chairman of the ABC Board was present to discuss the proposed use of the facility and to answer questions. Mr. Evans recommended that the Board approve the donation of the lot to not exceed 3 acres to the Edgecombe County ABC Board and to authorize the County Attorney to prepare and the Manager to execute the necessary documents.

Mr. Willingham stated that they are requesting this land to build a warehouse and what this will do for the ABC system will allow them to buy more products that they can sell at prices that they can get when the liquor goes on sale. Every other month liquor goes on sale for ABC systems. The distributors and distillers have discounts that they give so if they can purchase more and have somewhere to put it they can sell it. He stated that right now they get a truckload every week.

Mr. Boswell moved to excuse Mrs. Powell from voting because she serves on the Edgecombe County ABC Board. Mr. Wiggins seconded the motion, which carried by unanimous vote.

Rev. Hines moved to approve the land transfer as presented. Mr. Webb seconded the motion, which carried by unanimous vote.

C. **Approval of option to address fleet needs.**

Mr. Evans stated that as discussed at the last meeting, we are considering options to meet the fleet needs we have, especially for the Sheriff's Office. Sheriff Atkinson has a relatively large percentage of high-mileage vehicles on the road. Based on the information he and his team provided, we need to acquire at least 20 new vehicles to get his fleet to a more reliable state. One option that has been presented is to lease those vehicles. At the special meeting on September 19th, the Board received a presentation

from Mr. Benjamin Krautheimer with Enterprise Fleet Management. He shared the benefits of leasing vehicles and the potential costs. The Board asked that a more specific proposal be done to see the actual costs for the specific vehicles we would lease if we choose to go that route. That update is provided in the agenda packet. Mr. Evans stated that he also included a copy of the proposal presented to the Board at the last meeting so they can refer to the details of the lease program. There are benefits to leasing vehicles to meet our fleet needs including: assistance with finding vehicles to purchase; assistance with the management of the fleet; and more frequent turnover of vehicles. However, the ongoing, annual cost of leasing, in this case \$434,340 for 28 vehicles, in light of the additional costs we just incurred with the implementation of our Compensation Plan, prompts him to recommend another approach. Mr. Evans stated that we plan to soon sell our ownership interest in a building in Rocky Mount that has been occupied by Eastpointe to Nash County. The offer for our 45% share is \$2 million. He recommended that we use \$1 million of that, plus the \$125,000 we already have budgeted for cars, to purchase approximately 20 new vehicles for the Sheriff. We can also internally improve our tracking, maintenance and turnover of our fleet moving forward. He and staff certainly stand ready to implement whichever option the Board chooses.

Mr. Thorne stated that being the most proponent for leasing vehicles on the Board he is still in favor of leasing the vehicles. The system that we have now is not working. With the sale of this building we have the ability to fund a lease program for 20 vehicles plus the other County vehicles that Enterprise is requiring and see if it works. Mr. Thorne stated that we have not had that ability in the past. We never had that ability with how we budget for vehicles in the past, so why wouldn't we give it a try and see how it works. Every other county, every other municipality around us is doing it. There must be some validity to the program. The City of Rocky Mount has taken their entire fleet to it, so they obviously believe in this program. He stated that would be his recommendation to the Board. Mr. Thorne stated that his other recommendation to the Board, if we want to go with the lease program, since we have the upfit cost to do the upfit, we should pay for the upfit not in the lease. We should not finance the upfit in the lease because then you are paying interest on the upfit. We have the cash to pay the upfit and then finance the vehicles just like you would finance a normal vehicle. If you look at the menu pricing, you see where they broke out what the actual car is versus what the lease is with the upfit.

Mr. Wiggins stated that he takes the position of the Manager's recommendation. While the budget is the Boards, but the Board charge the Manager with making sure that the budget is balanced. He stated that he is supporting the Manager's position and the Board needs to give the Manager direction.

Mr. Webb asked Mr. Peters in regards to the money that should be coming from Nash County, if he could give the Board any timeline on that.

Mr. Peters stated no. We hope it will be soon, hopefully the next several months. We are having ongoing discussion with Nash County.

Mr. Webb stated that he is on board with Mr. Thorne. Mr. Evans wants to get off the list and he does too. We have been talking about the Sheriff's needs we have been waiting and seeing every since he has been on the Board. If we can go ahead and lease then let's do it.

Rev. Hines stated that we cannot do anything until we get the money from Nash County.

Mr. Wiggins stated that the Board will give the Manager a sense of direction.

Mr. Boswell stated that he spent a great deal of time figuring back and forth on this, but he supports the leasing plan. It is going to cost a little money, but it is a long-term gain overall and help improve our cashflow instead of taking \$1 million dedicating it to cars. In an attempt to continuously have cars that are at least reasonably in good shape and for the Sheriff's Department and eight other departments.

Mrs. Harris stated that she believes the Manager has taken all into consideration before he made his recommendation and that is what she would be voting on.

Mrs. Powell stated that she too can go along with the Manager's recommendation.

Rev. Hines stated that he was supportive of getting the vehicles for the Sheriff and whatever the Manager is recommending.

After further discussion Mr. Wiggins moved to authorize the Manager to proceed with the purchase of 20 vehicles this budget year for the Sheriff Office. Mrs. Harris seconded the motion. Motion carried by a vote of 4 for (Wiggins, Hines, Harris, Powell) and 3 against (Webb, Thorne, Boswell).

D. Approval of corrections to the Compensation Plan.

Mr. Evans stated that at the September meeting, the Board approved the implementation of our new compensation plan. Since the new compensation plan is such an overhaul from our previous ones, we have continued to review it to see if there are any errors to fix or changes to make. Mr. Evans stated that after a review from ~~Department Heads, we have updates for Board consideration to address those~~ corrections and changes needed. He presented a summary of those changes, which present no additional appropriation needed to the budget.

Mr. Boswell moved to approve the updated Compensation Plan Ordinance as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

E. Approval of the URP23 Funding Agreement.

Mr. Evans stated that Edgecombe County has been awarded \$67,000 by the North Carolina Housing Finance Agency (NCHFA) under the 2023 cycle of the Urgent Repair Program (URP). The goal of the project is to assist at least 5 very-low and low-income families with special needs in addressing housing conditions that pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement.

Mrs. Harris moved to accept the award by approving the grant agreement and project ordinance as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

F. Approval of application from Tar River Transit for FY-24 Rural Operating Assistance funds.

Mr. Evans stated that Edgecombe is eligible to receive funds to assist residents with transportation through the Rural Operating Transportation Fund (ROAP). We partner with Tar River Transit to apply for and administer these funds for us. We will have available a total of \$166,284. This covers three categories of funding: Elderly & Disabled Transportation Assistance, Employment Transportation Assistance, and Rural General Public assistance.

Mrs. Harris moved to approve the submission of this ROAP application and authorize the Manager to execute the forms as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

G. Approval of surplus vehicle and computer equipment.

Mr. Evans presented for Board approval to surplus a 2000 Ford E-350 XLT Super Duty, 12 passenger van, 104,277 miles vehicle and a list of computers and related equipment that have now exceeded their useful life.

Mr. Boswell moved to approve the surplus of the vehicle and list of computers and related equipment as presented. Rev. Hines seconded the motion, which carried by unanimous vote.

H. Approval of Resolution to Accept the 2022 Water Asset Management Grant Award.

Mr. Evans stated that we received notice from the NC Department of Environmental Quality of a grant award for the 2022 Water Asset Management Plan. The award, which are federal ARPA funds, totals \$307,255. The project will locate and survey locations of all water distribution assets not currently mapped, in-field inspections of hydrants, storage tanks, booster stations and chemical feed stations and create a hydraulic model of the system.

Mr. Boswell moved to approve the resolution and accompanying grant project ordinance as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

I. Approval of Resolution to accept the 2022 VUR Sewer System Study Grant Award.

Mr. Evans stated that we received notice from the NC Department of Environmental Quality of a grant award for the 2022 VUR Sewer System Study. The award, which are federal ARPA funds, totals \$561,000. The project will locate and survey sanitary sewer, smoke testing of various sewer mains, CCTV inspections along with various inspections and assessments.

Mrs. Harris moved to approve the resolution and accompanying grant project ordinance as presented. Mr. Boswell seconded the motion, which carried by unanimous vote.

J. Approval of calling for a public hearing for a Special Use Permit request for property located off Ellis Lane.

Mr. Evans stated that Barnhill Contracting Company has submitted an application for a Special Use Permit to expand their permitted sand mind off Ellis Lane. A public hearing is required.

Mr. Boswell moved to call for a public hearing to be held at the Board of Commissioners November 6, 2023. Mrs. Powell seconded the motion, which carried by unanimous vote.

K. Approval of Community Development Block Grant – Neighborhood Revitalization Application Housing Selection Committee Bylaws and Guidance.

Mr. Evans stated that as staff continues to work with our consultant to prepare an application for the NC Department of Commerce's Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) program, one critical action is needed from the Board at this meeting. This program provides funding for the renovation and replacement of substandard housing for low-moderate income families. Funds may be spent on rehabilitation (including scattered site housing), acquisition, clearance, relocation, substantial rehabilitation, replacement housing and emergency repairs. We are currently drafting an application to provide scattered-site housing rehabilitation. This type of assistance for existing housing stock continues to be a great need here in Edgecombe County, and there are few other sources of funding to meet that need. Mr. Evans stated that in housing rehabilitation, we are typically able to perform comprehensive repairs to address major structural, mechanical, and even accessibility needs for low-to-moderate income residents. The application must include potential recipients. To select those potential recipients, we must have a Housing Selection Committee with bylaws and guidance, which is included for Board consideration. Mr. Evans recommended that the Board adopt the Housing Selection

Committee Bylaws and Guidance and that the Board call for a final public hearing to be held at the November meeting.

Mr. Boswell moved to approve as presented and call for a public hearing at the November 6, 2023 meeting relative to the Community Development Block Grant – Neighborhood Revitalization application. Mr. Wiggins seconded the motion, which carried by unanimous vote.

9. **PLANNING BOARD REPORT: ***Received*****

Presented by Mrs. Katina Braswell, Planning Director.

1. Planning Board training session conducted by Chad Meadows, CodeWright Planners.
2. September 18, 2023 draft minutes.

10. **AFTERLISTS AND RELEASES FOR REVIEW AND APPROVAL.**

Mrs. Powell moved to approve the afterlists and releases as presented. Mrs. Harris seconded the motion, which carried by unanimous vote.

11. **CONTRACTS FOR REVIEW AND/OR APPROVAL.**

Mrs. Harris moved to approve the contracts as presented. Mr. Thorne seconded the motion, which carried by unanimous vote.

12. **DEPARTMENTAL REPORTS FOR REVIEW.***Received*****

- A. Water and Sewer update.
- B. Monthly Financial Summary presented by Mrs. Barfield, CFO.
- C. Update on Tornado Debris Cleanup and Tipping Fee waiver.

Mrs. Harris moved to excuse Mrs. Powell from voting, being that she was a victim of the tornado. Mr. Boswell seconded the motion, which carried by unanimous vote.

Mr. Boswell moved to extend the waiver of the tipping fee to include construction and demolition for those that were directly affected by the tornado that are uninsured or underinsured. Rev. Hines seconded the motion, which carried by unanimous vote.

- D. Edgecombe Soil and Water Conservation District Newsletter.

Mr. Thorne stated that this month we had a 3% water loss. He stated that he asked Mr. Matthews for context of what that looks like for a system of our size and was told that we should be targeting for 12 to 14%. He stated that the Water Department brought in \$85,319.25 in additional revenue just by water loss

13. **MANAGER'S REPORT.***Received*****

- A. Major events and updates.
- B. Workforce Development Indicators.
- C. TDA financial report.

- D. Update on FY-22 State Appropriation Grants provided by Mrs. Bess.
- E. Update on Countyline Merger.
- F. Budgetary impact of the loss of federal inmates.
- G. Edgecombe Works! Promise Program.

14. **COMMISSIONERS' REPORT.**

Mr. Webb stated that last month we were sitting in the meeting about this same time. He stated that it is 10:10 p.m. and we have two female Commissioners and six other additional females. They do not need to be getting on the highway at 10:10 p.m. He proposed a new meeting time of 6:00 p.m. The agenda for each meeting continues to grow.

Mr. Wiggins as for thoughts on the time from the Board and they agreed.

Mr. Peters stated that in December the meetings schedule is set for the full year so that may be an opportunity to do so.

Mr. Wiggins suggested that at the December meeting we set it for next year's schedule. There were no objections from the Board.

Mr. Webb stated that in August we had a fire down his way (Macclesfield fire district) on a Friday evening and he received a call from a concerned citizen (South Edgecombe Fire District). The couple was boiling peanuts and an outside 20 lb. cylinder was firing everything up. They had an underground 500-gallon tank that sprang a leak. Fire was spring all over the year and getting ignited. He stated that he brought this issue to Mr. Evans and they got a response from Mr. Brown. The issue that happened was the home is in the South Edgecombe Fire District and the South Edgecombe Fire District firemen, three showed up on personal vehicles. After the fire was basically out South Edgecombe finally did send a tanker. Macclesfield responds to the fire. South Edgecombe does not and the person is in the South Edgecombe District. The citizen wanted to know why did Macclesfield come and not the South Edgecombe. The back-up was Bakertown Fire Department out of Wilson. He stated that Mr. Brown's response mentioned the fact that the volunteer firemen in all of our areas now is no longer what it use to be years ago. You cannot find volunteer firemen now. Mr. Webb stated that if we truly have an issue with volunteer firemen we need to very concerned in Edgecombe County.

After discussion Mr. Evans stated that a follow-up to the issue will be done and brought back to the Board.

Mr. Thorne stated that he would like to ask the Manager to go ahead and appropriate the \$1.125 million from the fund balance and empower the Sheriff to go find the cars now and we will figure out the budget amendments to get it back into the fund balance once we have the money from Nash County.

Mr. Wiggins stated that was already in the motion.

15. **ATTORNEY'S REPORT.**

None.

16. **CLOSED SESSION.**

Rev. Hines moved to go into closed session to discuss:

A. Economic Development. [N.C.G.S. 143-318.11 (a)(4)]

Mr. Boswell seconded the motion, which carried by unanimous vote.

Mr. Boswell moved to go out of closed session and resume the regular meeting. Rev. Hines seconded the motion, which carried by unanimous vote.

17. **REV. HINES MOVED TO ADJOURN THE MEETING. MRS. HARRIS SECONDED THE MOTION, WHICH CARRIED BY UNANIMOUS VOTE.**

ATTACHMENT #1

Notice of Public Hearing 2023 CDBG-Neighborhood Revitalization (NR) Application Edgecombe County

On November 6, 2023, at 7:00 PM in the Jonathan Felton Commissioners Room at the Edgecombe County Administrative Building, the Edgecombe County Board of Commissioners will conduct a public hearing to receive comments on a proposed application for CDBG-NR funding for housing improvements within Edgecombe County. The County intends to request \$950,000 to rehabilitate/reconstruct owner-occupied, low-moderate income homes. The public is invited to provide comments. The County will respond to all written comments within 10 calendar days, encourages comments, and will make good faith efforts to involve historically underutilized businesses and Section 3 individuals and businesses in execution of the program.

Persons with disabilities or who otherwise need assistance should contact the person listed below at least one day in advance of the hearing. Accommodation will be made for all who request assistance with participating in the public hearing. This information is available in Spanish or any other language upon request. Please contact the individual listed below to accommodate this request. Esta información está disponible en español o en cualquier otro idioma a petición. Póngase en contacto con el individuo enumerado a continuación para dar cabida a esta solicitud.

*Katina Braswell, Planning Director
Edgecombe County
201 Saint Andrew Street/PO Box 10
Tarboro, NC 27883*



ATTACHMENT #2

Public Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Edgecombe County on Monday, November 6, 2023 at 7:00 p.m. in the Jonathan Felton Commissioners Room, 2nd Floor, County Administrative Building, 201 St. Andrew Street, Tarboro, North Carolina, to consider a Special Use Permit request submitted by Barnhill Contracting Company for excavation of sand, clay and other earthen materials. The property is located on NC 33 NW near Ellis Ln, Tarboro North Carolina, also identified as parcel number 482004630200.

Copies of the proposed sand mine are available for public inspection during business hours (8:00 a.m. – 5:00 p.m.) in the County Planning Office, Room 205, County Administrative Building, 201 St. Andrew Street, Tarboro, North Carolina.

All parties in interest and all interested residents are invited and urged to be present and make their views known.

This the 25th day of October 2023.

BY ORDER OF THE BOARD OF COMMISSIONERS OF EDGECOMBE COUNTY.

S/FRANGIE MUNGO
CLERK TO THE BOARD

October 25, 2023

November 1, 2023

NOTES TO PUBLISHER:

- Publish Twice: Wednesday, October 25 and Wednesday November 1, 2023.
- Block advertisement in non-legal section.
- Approximate size 2 columns x 3 inches.
- Requested Invoice Description: **23-SUP03**
- Send invoice and affidavit of publication to:

Account #: 113505
Edgecombe County Planning
Attn: Katina Braswell
PO Box 10
Tarboro, NC 27886
Phone: (252) 641-7808



EDGECOMBE COUNTY

Special Use Permit Case No. 23-SUP03 November 6, 2023 Staff Report

Applicant request:	A Special Use Permit for sand mine operation
Applicant: Owner:	Jonathan Proctor of Barnhill Construction Quincy Farms FLP
Location:	NC 33 NW /Off Ellis Ln, Tarboro
Parcel number:	482004630200
Total acreage of parcel Acreage affected:	Approximately 187.3 acres Approximately 32 acres
Zoning district:	AR-30 (Rural Residential) All adjacent properties zoned AR-30

Application complies with all applicable review standards of the Unified Development Ordinance (UDO)

Background Information:

Mr. Proctor submitted a request on behalf of Barnhill Construction for excavation of sand, clay and other earthen materials on the above referenced property.

Per attached concept plan, mining expansion of seventeen acres on parcel number 482034589200 was approved via Case No. 05-CU-269. Per Section 1.11.5 B, Existing Development, existing conditional use permits approved prior to November 1, 2021, are hereby converted to special use permits and shall continue to apply as approved.

Description of the proposed Special Use Permit:

Per UDO Table 4.2.1, all types of extractive industry are allowed in the AR-30 Zoning District with the approval of a special use permit. The Extractive Industry Use Category includes use types involving the extraction, removal, or basic processing of minerals, liquids, gases, or other natural resources. Such uses also include quarrying, well operation, drilling, mining, or other procedures typically done at an extraction site. UDO Development Standards pursuant to Section 4.3.33, Extractive Industry, apply.

Technical Review Committee comments: 1-Scott Kiser, Director of Edgecombe Soil and Water Department, had no concerns and stated potential issues should be addressed through the current permitting process. Mr. Proctor has provided a copy of NC mining permit application. 2-Melanie Hudson, Environmental Health Supervisor, shared concerns of whether there is any existing septic or well systems in the area. If so they would need to be properly abandoned and any area that is disturbed by mining would be unusable for future septic development.



EDGECOMBE COUNTY

Decision:

The Board of Commissioners shall review the application and decide one of the following in accordance with Section 2.3.20 F, Review Criteria:

- 1-Approval of the special use *and* concept plan as proposed;
- 2-Approval of a revised special use and concept plan; or
- 3-Denial of the special use and concept plan

*Development must undergo site plan review following approval of the special use

Attachments:

- 1-Special Use Permit application
- 2-Concept plan
- 3-Aerial map
- 4-Vicinity map
- 5-Site photos
- 6-UDO Section 2.3.20 Special Use Permit
- 7-UDO Table 4.2.1: Principal Use Table
- 8-UDO Section 4.3.33 Extractive Industry

APPLICATION FOR A SPECIAL USE PERMIT
County of Edgecombe



Staff Use Only

Date: 8-24-23

Case No. 23-SUP03

Property Location: Off Ellis Lane ±0.7 miles S of W. Logsboro Rd on NC33

Parcel Identification Number(s): 4820-04-6302

Zoning District: AR-30

A Special Use Permit is requested to allow for the following use:

Excavation of sand, clay, and other earthen materials on ± 187.30 acres for the use on Barnhill Contracting projects.
Sand pit will be ± 32 acres in size total in 2 separate areas, divided by a drainage ditch on the farm.

If specific development standards are applicable to this special use permit request, cite the specific subsection number of Article 4, Land Uses: 4.3.33

I (We), the undersigned, do hereby make application to and petition the Edgecombe County Board of Commissioners to grant a Special Use Permit in accordance with Section 2.3.20 of the Unified Development Ordinance. A concept plan/site plan, is also hereby submitted. I (We) understand that specific development standards may be applicable to the proposed use and that the Board of Commissioners may impose additional requirements on the permit request per Section 2.3.20 of the Unified Development Ordinance.

Applicant: Barnhill Contracting Company

Mailing Address: PO Box 7948 Rocky Mount, NC 27804

Phone No. 252-823-1021

Email: jproctor@barnhillcontracting.com

Signature: [Signature]

Date: 8-25-23

Owner(s): Quincy Farms FLP

Mailing Address: 3016 Harts Mill Run Road Tarboro, NC 27886

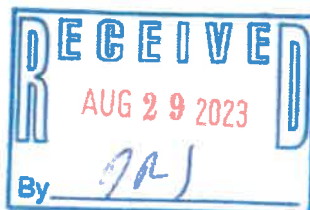
Phone No.

Email: bthquincy@gmail.com

Signature: [Signature]

Date: 8-24-23

Note: If the request is made by a corporation, the names and addresses of all officers in the corporation must be provided. The applicant or applicant's representative is expected to attend all meetings to answer questions concerning the permit request. The absence of the applicant is sufficient grounds to warrant a deferral of action by the Board of Commissioners.



Revised 6-30-21

ARTICLE 2. APPLICATIONS

§2.3. Application Types - 2.3.20. Special Use Permit

2.3.20. SPECIAL USE PERMIT

A. PURPOSE AND INTENT

This section sets out the procedure for consideration of an application for a special use permit. A special use is a use that may be appropriate in a zoning district, but because of its nature, extent, and external effects, requires special consideration of its location, design, and methods of operation before it can be deemed appropriate in the district and compatible with its surroundings.

B. APPLICABILITY

Applications for uses identified as requiring a special use in Table 4.2.1, Principal Use Table, shall be reviewed in accordance with the procedures and standards of this section.

C. APPLICATION

Applications for a special use permit an applicant shall include a concept plan that depicts the proposed use and site configuration. At the applicant's discretion, the concept plan may be configured to meet the requirements for a site plan.

D. PROCEDURE

The review procedure for a special use permit shall be in accordance with Section §2.2, Application Summary Table, Figure 2.3.20, Special Use Permit Procedure, and Section §2.4, Review Procedures.

E. DECISION

1. Following the conclusion of a quasi-judicial public hearing, the Board of Commissioners shall review and decide the application in accordance with Section 2.3.20.F, Review Criteria.
2. The decision shall be the one of the following:
 - i. Approval of the special use and concept plan as proposed;
 - ii. Approval of a revised special use and concept plan; or
 - iii. Denial of the special use and concept plan.

F. REVIEW CRITERIA

A special use shall be approved upon a determination that the special use:

1. Will not materially endanger the public health or safety if located where proposed;
2. Complies with all required standards, conditions, and specifications of this Ordinance;
3. Will not substantially injure the value of the abutting land, or the special use is a public necessity;
4. Will be in harmony with the area in which it is to be located;
5. Is in general conformity with the County's adopted policy guidance; and
6. Is subject to a concept plan that accurately depicts the proposed use's configuration.

G. CONDITIONS

FIGURE 2.3.20: SPECIAL USE PERMIT PROCEDURE

Step	Action
1	Pre-Application Conference See Section 2.4.2, Pre-Application Conference
2	File Application See Section 2.4.3, Application Filing
3	Completeness Determination See Section 2.4.3.F, Determination of Application Completeness
4	Staff Review See Section 2.4.5, Staff Review and Action
5	Public Hearing Scheduled
6	Public Notification See Section 2.4.6, Public Notice
7	Board of Commissioners Review and Decision See Section 2.3.20.F, Review Criteria
8	Written Notification of Decision See Section 2.4.9, Written Notice of Decision

ARTICLE 2. APPLICATIONS

§2.3. Application Types - 2.3.20. Special Use Permit

1. The Board of Commissioners may apply conditions of approval that are reasonable and appropriate in accordance with Section 160D-705(c) of the North Carolina General Statutes.
2. All conditions shall be identified in the approval, the notice of decision, and on the associated concept plan.
3. Conditions of approval shall comply with Section 2.4.8, Conditions of Approval.

H. EFFECT

1. A special use approval is perpetually binding and run with the land, unless amended or limited in duration by the Board of Commissioners.
2. Development subject to an approved special use permit shall also undergo site plan review (see Section 2.3.19, Site Plan).
3. An action invalidating a special use condition of approval (such as an intensity or hours of operation limitation) shall render the special use permit and associated site plan null and void.
4. Special uses shall meet all applicable State and federal requirements for location and operation. Failure to maintain compliance with those requirements may result in the revocation of the special use permit and associated site plan.

I. AMENDMENT

Amendments to a special use permit application approval shall be considered as minor modifications or major modifications, in accordance with the following.

1. MINOR MODIFICATIONS

- i. Subsequent plans and permits for development subject to a special use permit may include minor modifications to the approval, provided the development continues to meet the minimum requirements of this Ordinance. Minor modifications are limited to changes that have no material effect on the character of the development or changes that address technical considerations that could not reasonably be anticipated at the time of the development approval.
- ii. The following minor modifications may be approved by the Planning Director, in consultation with other appropriate County staff:
 - a. Changes to the location of entrances or driveways, the rearrangement of internal streets, turn lanes, drives, or access restrictions;
 - b. Changes to the configuration of parking areas, but not the number of parking spaces;
 - c. Changes to the configuration or location of open space or placement of required amenities, provided the amount of open space (whether passive or active) is unchanged;
 - d. Changes to the configuration of landscape yards, including types of materials, provided minimum width and planting requirements are met;
 - e. Changes to the proposed building elevation or facade, including materials, provided that the change retains the same general architectural character and remains consistent with the design parameters established in the approval; and
 - f. Changes to the arrangement or location of buildings provided there is no increase in the number of buildings, size, or amount of impervious surface.
- iii. In no instance shall a minor modification include any changes to the range of permitted uses or the overall density of the development.

2. MAJOR MODIFICATIONS

ARTICLE 2. APPLICATIONS

§2.3. Application Types - 2.3.21. Stormwater Permit

- i. Changes that materially affect the basic configuration of the development, basic parameters of conditions of approval, or that exceed the scope of a minor modification are considered major modifications.
- ii. Major modifications include, but are not limited to:
 - a. Increases in building height;
 - b. Changes in use designations;
 - c. Changes in density or intensity;
 - d. Decreases in open space;
 - e. Substantial changes in the location of streets (particularly if streets are to be deleted or access points to the development moved so traffic flows both inside and outside the development are affected); and
 - f. Change in the location of any public easement.
- iii. Major modifications shall be treated as an amendment that must be reviewed and considered in accordance with the procedures and standards established for the original approval of a special use permit application.

J. REPLACEMENT

If a special use is replaced by a use otherwise permitted by right in the zoning district, the special use permit approval is deemed abandoned and the special use permit approval is null and void.

K. EXPIRATION

Unless otherwise stated in the special use permit approval, a special use permit shall expire and become null and void two years after the date of issuance if:

1. The authorized use has not commenced;
2. No substantial construction activity has taken place; or
3. Construction activities have started, but the value of all construction activity is less than five percent of the estimated total cost of construction.

L. APPEAL

1. A decision by the Board of Commissioners with regard to a special use permit shall be subject to review by the Superior Court of Edgecombe County by proceedings in the nature of certiorari and in accordance with Section 160D-1402 of the North Carolina General Statutes.
2. An appellant shall file a petition for review with the Clerk of Court within 30 days of the date the decision is filed in the office of the appropriate review authority and delivered by personal delivery, electronic mail, or first-class mail to the applicant, landowner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective.
3. Receipt of written notice provided via first class mail in accordance with Section 160D-403(b) of the North Carolina General Statutes shall be deemed to be received on the third business day following deposit of the notice for mailing with the United States Postal Service.

2.3.21. STORMWATER PERMIT

Stormwater permits shall be reviewed and decided in accordance with the standards for stormwater in the County Code of Ordinances. Amended 4-3-23 UDOTA2-23

ARTICLE 4. LAND USES

§4.2. Principal Uses

TABLE 4.2.1: PRINCIPAL USE TABLE

P = Permitted, subject to applicable standards; S = Special use permit required; A = Allowed if included in a planned development terms and conditions document; "." = Prohibited

USE CATEGORY	USE TYPE	ZONING DISTRICTS										USE STANDARD S
		RESIDENTIAL				BUSINESS			IND.		P D	
		AR-30	R-30	R-20	R-10	OI	B-1	B-2	M-1	M-2		
	Vehicle Washing or Detailing	.	.	.	.	.	P	P	P	P	A	
INDUSTRIAL USE CLASSIFICATION												
Energy-Related	Fuel Oil/Bottled Gas Distributor	.	.	.	.	.	.	.	P	P	A	4.3.40
	Level 2 Solar Energy Conversion	S	S	S	S	P	P	P	P	P	A	4.3.97
	Level 3 Solar Energy Conversion	S	S	S	S	S	S	S	S	S	A	4.3.97
	Wind Energy Conversion	S	.	.	.	.	.	.	.	S	A	4.3.112
Extractive Industry	All Use Types	S	.	.	.	.	.	.	.	S	.	4.3.33
Flex Space	Business Incubator	.	.	.	.	.	S	P	P	P	A	4.3.16
	Maker Space	.	.	.	.	.	.	P	P	P	A	4.3.61
	Research and Development	.	.	.	.	.	.	.	P	P	A	
Industrial Services	Asphalt or Concrete Plant	.	.	.	.	.	.	.	.	P	.	4.3.9
	Contractor Services/Yard	.	.	.	.	.	.	.	P	P	A	4.3.25
	Electrical, HVAC, or Plumbing Fabrication	.	.	.	.	.	.	S	P	P	A	
	Metal Fabrication	.	.	.	.	.	.	.	P	P	A	4.3.66
Manufacturing	Heavy Manufacturing	.	.	.	.	.	.	.	.	P	.	4.3.48
	Light Manufacturing	.	.	.	.	.	.	.	P	P	A	4.3.60
Utility-Related	Major Utility	S	.	.	.	S	P	P	P	P	A	4.3.104
	Minor Utility	P	P	P	P	P	P	P	P	P	A	

ARTICLE 4. LAND USES
§4.3. Principal Use Standards

- D. Facilities for pets shall be indoors or fully screened from adjacent streets and other uses.

4.3.30. ELECTRONIC GAMING OPERATION

- A. Such uses shall be separated from the following use types by at least one-half mile (2,640 feet):
1. A bar, cocktail lounge, private club;
 2. A community/youth/senior center;
 3. An elementary, middle, or high school;
 4. A nightclub or dancehall;
 5. A park (whether public or private);
 6. A religious institution; or
 7. Another commercial operation offering games of skill;
- B. Such uses shall not operate between the hours of 11:00 PM and 7:00 AM; and
- C. Such uses shall not include or display electronic sweepstakes.

4.3.31. EQUESTRIAN FACILITY

- A. There shall be minimum 100-foot distance between manure storage areas, barns or stables and any adjacent residentially zoned or used property.
- B. All unpaved areas shall be maintained in a manner that prevents dust from adversely impacting adjoining properties.
- C. Restroom facilities shall be approved by the Edgecombe County Health Department.

4.3.32. EVENT VENUE, INDOORS OR OUTDOORS

- A. Indoor only event venues of 5,000 square feet or more of floor area in the AR-30 district shall be subject to the standards in Section 2.3.20, Special Use Permit. (Amended 4-3-23 UDOTA 2-23)
- B. Outdoor activity areas shall be set back from lot lines shared with a residential use by an amount at least twice the minimum rear setback for the district where the use is located.
- C. The maximum number of guests shall be in accordance with the maximum occupancy of the principal structure as determined by the fire marshal or fire chief.
- D. Outdoor activities shall not take place between the hours of 10:00 PM and 7:00 AM. (Amended 4-3-23 UDOTA 2-23)
- E. Exterior lighting shall not project into adjoining residential lots. Use of stadium-style or other pole-mounted lighting is prohibited. Lighting of accessible paths may be provided, if necessary.
- F. The event venue shall provide sufficient on-site trash receptacles and shall ensure that windblown trash or other debris does not accumulate anywhere on the site.
- G. Event venue uses shall demarcate the boundaries of the event venue site for guests and shall include fences, walls, or other techniques such as landscaping to ensure guests to do not inadvertently trespass on adjacent lots.
- H. Event venues shall ensure adequate ingress and egress from all buildings and structures to accommodate emergencies.

4.3.33. EXTRACTIVE INDUSTRY

- A. The edges of any pit where an extractive industry operation is taking place and any equipment used in the processing of rock and gravel, any asphalt plant, or other industrial uses operated in conjunction with the mine or quarry shall be located at least 100 feet from any property line.
- B. Where the mining operation site is bounded by a railroad right-of-way currently being used for rail service to the mining operation, no setback shall be required between the railroad right-of-way and such operation.
- C. All operations involving blasting discernible beyond the external property line on a quarry shall only be conducted between the hours of 7:00 AM and 6:00 PM.

ARTICLE 4. LAND USES

§4.3. Principal Use Standards

- D. A valid state-issued mining permit shall be obtained before any land disturbing activity takes place.
- E. A type C perimeter buffer configured in accordance with Section 6.5.9, Perimeter Buffers, shall be installed around the perimeter of the development. In cases where the Board of Commissioners determines that a berm is necessary in addition to any perimeter buffers, the minimum height of the berm shall be six feet.

4.3.34. FAMILY CARE HOME

- A. Family care homes shall comply with the standards in Section 160D-907 of the North Carolina General Statutes.
- B. A lot containing a family care home shall not be located within one-half mile (2,640 feet) of another lot containing a family care home, residential treatment facility, or a group home.

4.3.35. FARM EQUIPMENT SALES AND SERVICE

- A. All outdoor storage of materials and machinery service areas shall be screened from view of adjacent streets and residentially zoned land. This screening requirement shall not apply to the placement of goods or products for sale.
- B. Equipment-producing noise or sound in excess of 70 decibels shall be located no closer than 100 feet to the nearest residence.
- C. All unpaved storage areas shall be maintained in a manner that prevents dust from adversely impacting adjacent properties.

4.3.36. FARM SUPPLY SALES

- A. All outdoor storage of materials shall be screened from view of adjacent streets and residentially zoned land. This screening requirement shall not apply to the placement of goods or products for sale.
- B. Products for sale shall not be placed within required parking or landscape areas.
- C. All unpaved storage areas shall be maintained in a manner that prevents dust from adversely impacting adjacent properties.

4.3.37. FLEA MARKET

- A. A minimum lot area of two acres shall be required.
- B. The amount of noise generated shall not disrupt the activities of the adjacent land uses.
- C. Principal access must be from a collector or higher capacity road.
- D. The hours of operation allowed shall be compatible with the land uses adjacent to the outdoor flea market.

4.3.38. FRATERNAL CLUB OR LODGE

- A. Fraternal clubs and lodges located on sites of three acres or more shall have direct access to a collector or higher capacity road.
- B. The minimum building setback from any adjacent street right-of-way shall be at least 25 feet greater than the corresponding street setback applied to a single-family detached dwelling for the zoning district in which located.
- C. The minimum side and rear setbacks shall be at least 50 feet unless a larger setback is required by the underlying zoning district.
- D. A type C perimeter buffer configured in accordance with Section 6.5.9, Perimeter Buffers, shall be installed along all lot lines shared with a residence.

4.3.39. FREIGHT TERMINAL

ATTACHMENT #3



Edgecombe County Resolution Supporting Operation Green Light for Veterans

WHEREAS, the residents of Edgecombe County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Edgecombe County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Edgecombe County Board of Commissioners appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted.

THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans County, the Edgecombe County Board of Commissioners hereby declares the month of November a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service.

AND BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Edgecombe County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

This the 6th day of November, 2023

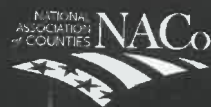
Signed:

Attest:

Leonard Wiggins, Chairman

Frangie Mungo, Clerk

JOIN OPERATION GREEN LIGHT FOR VETERANS



America's counties have a long and proud history of serving our nation's veterans, a legacy that continues to this day as we work with our federal, state and local partners to ensure that the former service members in our communities have access to the resources they need to thrive.

This coming Veterans Day, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) invite the nation's 3,069 counties, parishes and boroughs to **join Operation Green Light and show support for veterans by lighting our buildings green from November 6 to November 12**. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

HOW TO JOIN

- Visit www.naco.org/operationgreenlight to access the Operation Green Light for Veterans County Toolkit.
- Use the County Toolkit template to pass a resolution declaring your county's participation in Operation Green Light for Veterans.
- Coordinate with your county Director of Facilities or Building & Grounds to light municipal buildings in green. Options include using projections, flood lights or green filters for existing lights.
- Use the templates and social media resources in the County Toolkit to promote the campaign to local press, businesses, county residents and Members of Congress.
- Upload details about your county's participation through the form included in the County Toolkit.
- Encourage individuals, businesses and community partners to show support by turning on a green light from November 6 to November 12!
- Support veterans year-round by purchasing supplies from veteran-owned businesses on Amazon Business at www.amazon.com/veteran-owned.

Scan the QR code for more
about Operation Green Light,
including a county toolkit.



AMAZON IS PROUD TO SUPPORT OPERATION GREEN LIGHT

Amazon values the unique skills and experience that the military community brings and we've pledged to hire 100,000 veterans and military spouses by 2024.

Military Community Outreach

We are committed to making Amazon the most military-friendly company in the world by leveraging our diverse resources and technology to solve critical problems. We focus on supporting disabled veterans, mental health, suicide prevention, military families and urgent needs – like homelessness and food insecurity – around the globe.

World-Class Veteran & Military Spouse Recruiting

Veterans and military spouses in your community can learn more about career opportunities at Amazon by attending a Global Military Affairs webinars where they can engage with recruiters directly.

Visit amazonmilitarywebinarseries.splashthat.com to join an upcoming webinar.

Corporate Leader In Veteran & Military Spouse Retention

We offer veterans the Military Mentoring Program, a network of support and tailored training experiences to assist in their transition from the military, another company or the academic environment.

Visit amazon.jobs/military to learn more.

COUNTIES MATTER FOR VETERANS

County Veteran Service Officers (CVSOs) in 29 states are responsible for successfully processing more than \$52 billion in compensation, pension, health care and other benefits for veterans each year.

Counties across the nation operate Veterans Treatment Courts, through which we can connect justice-involved veterans with programs and benefits that can treat underlying mental health and substance abuse conditions.

Counties support veterans' access to stable housing, employment and education and critical mental health services that treat trauma and prevent suicide.



NC Medicaid Expansion

QUESTIONS & ANSWERS

ATTACHMENT #4

GENERAL

Is North Carolina expanding access to Medicaid?

Yes. More North Carolinians will be able to get health care coverage through Medicaid. Beginning December 1, 2023, NC Medicaid will cover people aged 19 through 64 years with higher incomes. Many North Carolinians who did not qualify for health coverage through NC Medicaid before may soon qualify.

What health services will North Carolina cover?

Health coverage through Medicaid is comprehensive. Because these services are covered by NC Medicaid, they are provided at no cost or low cost to you. Services include, but are not limited to:

- Primary care so you can go to a doctor for a check-up or when you are not feeling well
- Hospital services when you need to stay overnight (inpatient) or when you can go home the same day (outpatient)
- Maternity and postpartum care if you are pregnant and after giving birth
- Vision and hearing services
- Prescription drug benefits
- Behavioral health
- Preventive and wellness services
- Dental and oral health services
- Medical-related devices and other therapies

When will more people be able to get health coverage through NC Medicaid?

Beginning December 1, 2023, more North Carolinians will be able to get health coverage through NC Medicaid.

Who will be able to get health coverage through NC Medicaid?

Most people can get health care coverage through Medicaid if they meet the criteria below. If you were eligible before, you still are. Eligibility criteria:

- You live in North Carolina
- Age 19 through 64
- You are a citizen (some non-U.S. citizens can get health coverage through NC Medicaid)
- If your household income fits within the chart below:

Household Size	Annual Income
Single Adults	\$20,120 or less
Family of 2	\$27,214 or less
Family of 3	\$34,307 or less
Family of 4	\$41,400 or less
Family of 5	\$48,493 or less
Family of 6	\$55,586 or less

How can I apply for Medicaid?

You can apply online through [ePASS](https://ePASS.nc.gov) – a secure, self-service website at ePASS.nc.gov. When you apply online, you can avoid having to go in person to your local Department of Social Services (DSS) office. If your application is complete, it may be processed faster.

If you cannot apply online, you can apply in person at your local DSS office, by calling your local DSS office, or by mailing in a [paper application](https://ncgov.servicenow.com) available at ncgov.servicenow.com. To find your local DSS office, go to ncdhhs.gov/divisions/social-services/local-dss-directory.

Can I apply before December 1 (pre-qualify) if I will be eligible for Medicaid under the expanded eligibility?

While you can apply for Medicaid at any time, you cannot “pre-qualify.” You will be assessed for eligibility and evaluated for all Medicaid programs using the eligibility rules in effect at application. Be on alert for scams. It is not possible to “pre-qualify” for Medicaid.

How long will it take to find out if I am eligible for Medicaid once I apply?

It may take up to 45 days after you apply. Incomplete applications may take longer. If your application is incomplete or we need more information, you will hear from your local DSS office requesting additional information. You may be contacted by mail, phone, email and/or text message, so it is important to make sure your contact information is up-to-date and complete so that your caseworker can reach you. You will receive a letter in the mail that will tell you if you are approved or denied. Authorized Representatives will receive the same communication.

When does my Medicaid health coverage begin?

The date coverage begins depends on when you apply for Medicaid. Here are examples of situations people may have:

- You apply for Medicaid in December. Your application is not processed until January (or later). But you need care in December. If you are eligible, your Medicaid coverage will be retroactive to December 1. That means if you get care in December, your provider can bill for services that Medicaid covers. You should not have to pay out of pocket. You may have to pay a copay.
- You apply for Medicaid in January 2024 (or later) but have medical bills you need to pay from services you received in December 2023. When you apply for Medicaid, make sure you answer the questions that ask about medical bills from prior months. You can request that your Medicaid coverage be retroactive for up to three months before the month you applied. So, if you apply in March and you are eligible, Medicaid can pay bills for covered services from December, January and February. Remember, coverage under expansion can only go back to December 2023.

NC MEDICAID EXPANSION

Are non-U.S. citizens eligible for health care coverage through NC Medicaid?

Some non-U.S. citizens can get health coverage through Medicaid. To be eligible you must be:

- A person living in North Carolina
- A qualified non-citizen for at least five years
 - » This means a person must wait five years after receiving "qualified" immigration status before they can get Medicaid.
 - » There are exceptions. For example, refugees, asylees or lawful permanent residents who used to be refugees or asylees do not have to wait five years.

Individuals without documents are not eligible for Medicaid unless they have an emergency condition as defined under federal law – such as someone in a car accident who is taken to the emergency room.

What information do I need to apply?

It takes time to complete the application. Here is some of the information you will be asked to provide for each person applying:

- Full legal name
- Date of birth
- Social Security number (or immigration documents)
- North Carolina residency
- Income information (from paystubs, W-2 forms, tax returns or business records)

North Carolina uses external resources to verify the information you provide. If more information is needed, you will receive a letter in the mail from your local DSS.

What documents can be used if DSS asks for more information?

North Carolina Residency	<ul style="list-style-type: none"> • A photo ID with your NC address listed, or • A utility bill, or • A lease or mortgage agreement, or • Vehicle registration, or • Documentation of employment, or • If you do not have any documentation, you can check a box in ePASS labeled "NC Residency Declaration."
Income	<ul style="list-style-type: none"> • If you're Employed - pay stubs, employer verification or your most recent tax return to show proof of your income. • If you're Self-Employed - your most recent tax return or copies of your business records. If you don't have that, you can fill out a Verification Form for Self-Employment Income and Expenses form.
Date of Birth	<ul style="list-style-type: none"> • A photo ID with your date of birth listed, or • Birth certificate.

Social Security Number

- A copy of your Social Security card, or
- Another official document containing your name and Social Security number, or
- A military ID card.

Citizenship

- Birth Certificate, or
- Passport.

Immigration Status

- A copy of your VISA/immigration card.

COVERAGE AND COSTS

If I already have Medicaid coverage will my benefits change?

If you currently have full Medicaid coverage, nothing will change for you. When it is time to get ready for the renewal process, you should:

- Update your contact information. Make sure your local DSS has your current mailing address, phone number, email or other contact information. This way, DSS will be able to contact you about your Medicaid coverage.
 - » You can update your address and other information for Medicaid online without having to call or visit your local DSS. ePASS is North Carolina's secure self-service website where people with Medicaid can create an enhanced account that allows you to apply for various benefits, view case details, renew Medicaid and update your contact information. More information on creating an enhanced ePASS account is available on the [NC Medicaid beneficiary portal](#).
- Check your mail. Local DSS will mail you a letter about your coverage. This letter will let you know if you need to complete a renewal form or provide additional information to see if you still qualify for Medicaid.
- Complete the renewal form or Request for Information (if you get one). If you receive a renewal form, fill out the form and return it to your local DSS right away to help avoid a gap in your Medicaid coverage.

Under the new rules, how much will people pay in monthly premiums and copays?

You do not have to pay any monthly premiums. Medicaid pays the cost for most health care services. The highest copay is \$4 and that is only required for some services.

What are the differences between Medicaid expansion coverage and getting coverage through Standard Plan, Tailored Plan, Tribal Option or Medicaid Direct? Does anything change under these new rules?

Everyone who qualifies under the new rules will get their health coverage through a Standard Plan, Medicaid Direct, Tribal Option or through Tailored Plans in the future, depending upon their individual needs, just like other Medicaid beneficiaries.

NC MEDICAID EXPANSION

Can I have Medicare and receive Medicaid expansion?

No. Some people who have Medicare coverage may be eligible for other existing Medicaid programs. For example, people who are disabled and are age 64 and under may be eligible for Medicaid through disability coverage.

Are there other insurance options if I still do not qualify for Medicaid under the new rules?

Yes. You may qualify for subsidized health coverage offered on [HealthCare.gov](#). Contact a North Carolina [health insurance navigator](#) for enrollment assistance. [Community health centers](#) also provide low-cost care through a sliding scale based on one's income and insurance status.

Will anyone be automatically enrolled in Medicaid under the new rules?

Yes, people already enrolled in Medicaid's limited Family Planning Program who are eligible will be automatically moved to full Medicaid expansion benefits. Those who are eligible for full Medicaid benefits will:

- Get a letter from your local Department of Social Services (DSS) letting you know that you will start getting full Medicaid coverage.
- Be assigned a health plan. If you want to change your health plan, you have 90 days to pick a new one.
- Receive a packet from your health plan in the mail. It will include a new Medicaid ID card. Your ID card also has the name of your primary care doctor. You can change the doctor that was assigned to you by contacting your health plan.
- Need to cancel your plan if you have health coverage through [HealthCare.gov](#). You can do that by logging into your [HealthCare.gov](#) account or calling 1-800-318-2596. Do not cancel your plan until you receive information from your new health plan through Medicaid.

Not everyone with limited Family Planning Program benefits will be automatically enrolled in full coverage through Medicaid. Some people may have income that exceeds the Medicaid eligibility levels. If your income has recently changed and you think you may be eligible, update your information in ePASS ([ePASS.nc.gov](#)) or by contacting your local Department of Social Services (DSS). Also, please use ePASS or contact your local DSS office to make sure your contact information is up-to-date so that you do not miss important information about your benefits.

What is limited Family Planning Medicaid and who is eligible?

Family Planning Medicaid provides reproductive health care at no cost to people with incomes up to 195% of the federal poverty line – that's about \$2,370 a month for a single person. It covers almost all methods of birth control, testing and treatment for sexually transmitted infections, preventive services and more.

If I am currently receiving Family Planning benefits and am enrolled in full coverage through NC Medicaid when it is expanded, what will happen?

You will get a letter from your local DSS letting you know that you will start getting full Medicaid coverage. You will then be assigned a health plan. If you want to change your health plan, you have 90 days to pick a new one. Your health plan will send you a packet in the mail. It will include a new Medicaid ID card. Your ID card also has the name of your primary care doctor. You can change your doctor through your health plan. Medicaid will pay for doctor visits, yearly check-ups, emergency care, mental health services and more – at little or no cost to you.

Why won't everyone with Family Planning Program benefits be automatically enrolled in full coverage through NC Medicaid?

Some people may have income that exceeds the Medicaid eligibility levels. If your income has recently changed and you think you may be eligible, update your information in ePASS ([ePASS.nc.gov](#)) or by contacting your local Department of Social Services (DSS). Also, please use ePASS or contact your local DSS office to make sure your contact information is up-to-date so that you do not miss important information about your benefits.

EPASS AND MEDICAID APPLICATION

What is ePASS?

ePASS is a website where people in North Carolina can apply for services like Medicaid. To apply for Medicaid online, visit [ePASS.nc.gov](#) to start an application. Read our [fact sheet](#) to learn more about ePASS.

What is NCID and why do I need it?

NCID stands for NC Identity Management. Having an NCID account helps protect your personal information. Anyone using ePASS to apply for Medicaid will need to create a NCID. You will be asked to create an account the first time you use ePASS. Instructions for creating an NCID account are online at <https://info.ncdhhs.gov/dhsr/es/pdf/how-to-create-NCIDAccount.pdf>.

Where do I get help with an NCID account?

If you need to reset your password or unlock your account:

- Go to [ncid.nc.gov](#).
- Choose the link under the NCID login that you need:
 - » [Forgot Password](#)
 - » [Unlock Account](#)
- Enter your username and follow the directions.

If you need help, call the North Carolina Department of Information Technology Service Desk at 800-722-3946.

Do I need to answer all of the questions in ePASS?

No, but you should try to answer as many questions as you can. If the application is incomplete, it may take longer to process. DSS will reach out to you if they do not have what is needed to complete your application, so be sure to respond to mail or phone calls.

What if I do not have a physical address, mailing address or email address?

- **Physical Address:** You do not need a physical address to apply for Medicaid. However, you must confirm you are physically in North Carolina and plan to live here. You do not need to plan to stay permanently and do not need to have a fixed address.
- **Mailing address:** If you do not have a mailing address, enter an address where you can pick up mail or enter the address of your local DSS office. Find a DSS office near you at ncdhhs.gov/localdss.
- **Email address:** You must have an email address to make an NCID and use ePASS. If you don't have an email address, you may apply at your local DSS office, by phone or by paper application.

Do I have to provide my Social Security Number (SSN)?

No. You can apply without providing your SSN. If you have one and do not include it on your application, your local DSS will call you to ask for it. Including your SSN on your application will avoid delays in processing.

If you have applied for a SSN, you can provide documents that show you have applied.

EXPANSION BENEFITS

How will North Carolina provide health coverage for more people through NC Medicaid?

Federal law allows states to expand who can get health coverage through Medicaid, known as Medicaid expansion. Since 2014, 40 states and Washington, DC have expanded Medicaid.

Why is expanding Medicaid good for my community?

Research shows that expanding Medicaid coverage increases access to health care, improves health outcomes, creates jobs and strengthens the economy. It means that people with low incomes can work, earn more and keep themselves healthy. Expansion is also good for the state. Other states that have expanded Medicaid have increased state revenues, created jobs and saved state funding. It has also helped prevent rural hospitals from closing. Most people who qualify for Medicaid under these new rules are working adults in important service industries across the state. Keeping them healthy keeps them on the job.

Will North Carolinians who already have insurance benefit from expansion?

Everyone benefits when more people have access to affordable health care and can live healthier lives. Taxpayers will also benefit because federal funds will help the state cover more people, keep our health systems strong and reduce the cost of care.

Will expansion help improve access to mental health services or substance abuse treatment?

Yes. In states that have expanded Medicaid, suicide rates decreased and access to substance use disorder treatment increased. About two million North Carolinians will experience a mental illness and substance use disorder. In 2019, more than 55% of people who needed treatment did not receive it because of cost. Untreated mental illness can lead to homelessness, involvement in the justice system and trauma to children.

How can workers without health insurance benefit from these new rules from expanding access to Medicaid?

Many hard-working people can finally afford to take care of their health while providing for their families. Most of those who don't have insurance are working people with low incomes in important service industries and small businesses. By raising income limits so more people are eligible for Medicaid, more people can work without losing their health care coverage. Medicaid expansion also helps more people with disabilities enter the workforce because without it, many people with disabilities must live in poverty to maintain their Medicaid eligibility. Medicaid expansion can build a healthier workforce for businesses like child care, restaurants and the service industry by helping more employees have access to affordable health insurance.

ATTACHMENT #5

**Budget Amendments to be Approved
By the Board of Commissioners**



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

Budget Revision Number _____
Journal Number _____
Date _____

FROM: Eric Evans RE: Sheriff DEPARTMENT _____

PURPOSE: At the Oct. 2023 BOC meeting the Board directed staff to proceed with the purchase of vehicles for the Sheriff's office with an agreed upon appropriation of \$1,000,000. In addition, funds recently received from the sale of surplus vehicles is included (\$24,108) to appropriate for vehicle purchase.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
10-0040-4800-00	Sale of Fixed Assets	10,000	1,024,108	1,034,108
10-0050-4840-00	Insurance Claims	0	73,582	73,582
Total Revenues				
EXPENDITURES				
10-4310-5500-00	Sheriff's - Capital Outlay	180,000	1,097,690	1,204,108
Total Expenditures				
TOTAL			0	
			CORRECT ← MUST BE "CORRECT"	

DEPARTMENT HEAD _____

DATE _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

Lindsey J. Bayless 11-3-23

☒ APPROVED

☐ RECOMMENDED

☐ NOT APPROVED

☐ NOT RECOMMENDED

Eric Evans

COUNTY MANAGER

11/3/23
DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED: _____

NOT APPROVED-DATE: _____

CLERK TO THE BOARD

Revised July 2021



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

2

Budget Revision Number _____

Journal Number _____

Date _____

FROM: Michael C. MatthewsRE: Solid Waste

DEPARTMENT _____

PURPOSE: Reallocate ARPA enabled funds from Fund Balance to Solid Waste C&D Capital for purchase of a new compactor

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
60-0090-499160	FUND BALANCE APPROP.	0	40,218	40,218
Total Revenues			40218	
EXPENDITURES				
60-4720-567002	C&D CAPITAL OUTLAY	0	40,218	40,218
Total Expenditures			40218	
TOTAL			0	
			CORRECT	MUST BE "CORRECT"

DEPARTMENT HEAD Michael C. Matthews

DATE 10/30/2023

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER Linda J. Bayfield

11-1-23

APPROVED

RECOMMENDED

NOT APPROVED

NOT RECOMMENDED

COUNTY MANAGER GwDATE 11/1/23

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED: _____

NOT APPROVED-DATE: _____

CLERK TO THE BOARD

Revised July 2021



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

Budget Revision Number

Journal Number

Date _____

46

FROM: Eric Evans RE: County Manager DEPARTMENT

PURPOSE: To appropriate funds not used from last year for the purchase of vehicles.
Ford Rangers are not being for Governmental Purchase

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
10-0090-4991-00	Fund Balance	8,091,366	99,015.00	8,190,381
Total Revenues			99015	
EXPENDITURES				
10-4140-5500-00	Capital Outlay	0	34,000.00	34,000
12-5180-5500-00	Capital Outlay	28,307	33,415.00	61,722
10-4350-5500-00	Capital Outlay	0	31,600.00	31,600
Total Expenditures			99015	0
TOTAL			0	

DEPARTMENT HEAD

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

Linda J. Barfield 11/3/23

✓APPROVED

RECOMMENDED

NOT APPROVED

NOT RECOMMENDED

COUNTY MANAGER

DATE _____

11/3/23

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED:

NOT APPROVED-DATE:

CLERK TO THE BOARD

Revised July 2021

**For Information
Budget Amendments Approved
By the County Manager**



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

Budget Revision Number

Journal Number

Date _____

FROM: Latisha Mills

RE: DSS BA # 6

DEPARTMENT

PURPOSE: To reallocate funds within the budget due to raise in sheriff's salaries for DSS contract for FY24

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
				\$0.00
Total Revenues			\$0.00	
EXPENDITURES				
19-5320-5718-00	IV-D PURCHASES	\$170,000.00	-\$26,500.00	\$143,500.00
19-5310-5199-08	CONTRACTUAL SERVICES	\$264,860.00	\$26,500.00	\$291,360.00
				0.00
				0.00
				0.00
Total Expenditures			0	0.00
TOTAL				
			0	
			0	
			CORRECT	MUST BE "CORRECT"

CORRECT ← MUST BE "CORRECT"

DEPARTMENT HEAD

DATE 10/13/2023

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

Linda J Bayfield 10-18-23

✓ APPROVED

 RECOMMENDED

NOT APPROVED

 NOT RECOMMENDED

COUNTY MANAGER

DATE _____

10/19/23

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED:

NOT APPROVED-DATE:

CLERK TO THE BOARD



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

59

Budget Revision Number _____

Journal Number _____

Date _____

FROM: Linda J. Barfield RE: GF/SOLID WASTE DEPARTMENT _____

PURPOSE: TO RECORD TRANSFER BETWEEN FUNDS TO BALANCE THE BUDGET

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
Increase: 10-9811-5960-00	TRANSFER TO SOLID WAST	638,500	\$ 14,000	652,500
Increase: 60-0070-4981-00	TRANSFER FROM	638,500	\$ 14,000	652,500
TOTAL			28,000.00	
			ERROR	MUST BE "CORRECT"

DEPARTMENT HEAD _____

DATE _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

Linda J. Barfield 11/23/23

☒ APPROVED

☐ RECOMMENDED

☐ NOT APPROVED

☐ NOT RECOMMENDED

[Signature]

COUNTY MANAGER

11/3/23
DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED: _____

NOT APPROVED-DATE: _____

CLERK TO THE BOARD _____

Revised July 2021

**For Information
Budget Amendments Reviewed
By the Finance Director**



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

7

Budget Revision Number 63
Journal Number 5008
Date 11-2-23

FROM: Linda J. Barfield RE: Outside Agencies DEPARTMENT _____

PURPOSE: To Reallocate Between Departments to Cover Prior Year Expense

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
Increase:				
10-6130-5693-13	UPPER COASTAL PLAINS	21,990	\$ 1,000	22,990
Decrease:				
10-4200-5492-01	PPCN OTHER BENEFITS EMP	40,000	\$ (1,000)	39,000
TOTAL			CORRECT	MUST BE "CORRECT"

DEPARTMENT HEAD _____

DATE _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

Linda J. Barfield 11-1-23

☒ APPROVED

☐ RECOMMENDED

☐ NOT APPROVED

☐ NOT RECOMMENDED

Em Ewa

COUNTY MANAGER

11/1/23
DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED: _____

NOT APPROVED-DATE: _____

CLERK TO THE BOARD _____

EDGECOMBE COUNTY BUDGET CONTROL REQUEST



Budget Revision Number 55
Journal Number 4451
Date 10/17/2023

FROM: Michelle Etheridge RE: Health Department DEPARTMENT

PURPOSE: Budget revision done reallocation of funds with CMHRP for vehicle maintenance and office supplies for staff.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
Total Revenues			0	
125160-518600	Workmans Comp	2,195	(549.00)	1,646
125160-545100	Insurance and Bonding	1,132	(6.00)	1,127
125160-545200	Vehicle Insurance	3,545.00	(996.00)	2,549.00
125160-549900	Misc Expenses	105	(25.00)	80
125160-525001	Vehicle maint	100	576	676
125160-526000	Office Supplies	500	1000	1,500
Total Expenditures			0	
TOTAL			0	

DEPARTMENT HEAD

DATE 10/20/23

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

___ APPROVED

___ RECOMMENDED

___ NOT APPROVED

___ NOT RECOMMENDED

COUNTY MANAGER

DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

___ APPROVED AND ENTERED ON MINUTES DATED: _____

___ NOT APPROVED-DATE: _____

CLERK TO THE BOARD

Revised July 2021

ATTACHMENT #6

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 11/2/23
Re: County Line Merger Transition Plan



Attached for your review is the County Line Merger Transition Plan, which is due for submission to the NC State Board of Education by November 15, 2023. You will see that the plan is in two parts detailing the respective sides of the merger for each school system. A few modifications have been made since our joint meeting on October 16th. I will review those changes at the meeting.

All four Boards are asked to consider the enclosed resolution to approve the plan and authorize its submission before the deadline on November 15th. I recommend that you approve the plan as presented.

OFFICE OF THE COUNTY
MANAGER

**JOINT RESOLUTION BETWEEN THE EDGECOMBE COUNTY BOARD OF
EDUCATION, THE NASH COUNTY BOARD OF EDUCATION,
THE EDGECOMBE COUNTY BOARD OF COMMISSIONERS, AND
THE NASH COUNTY BOARD OF COMMISSIONERS TO ADOPT
THE JOINTLY DRAFTED WRITTEN PLAN OF TRANSFER
REGARDING THE TRANSITION TO COUNTY-LINE SCHOOL SYSTEMS**

WHEREAS, the Edgecombe County Board of Education, the Nash County Board of Education, the Edgecombe County Board of Commissioners, and the Nash County Board of Commissioners (the "Boards") are committed to providing a quality education to every child in Edgecombe and Nash counties; and

WHEREAS, since Rocky Mount City Schools merged with Nash County Schools in 1991, all children living on the Edgecombe County side of Rocky Mount who attend public schools have matriculated to schools within the Nash County Public School System; and

WHEREAS, in accordance with 2023 North Carolina Session Law 2023-37 (S.B. 248) (the "2023 Session Law"), effective July 1, 2024, the boundaries of the Nash County School Administrative Unit shall be identical to the boundaries of Nash County and any portion of Rocky Mount previously part of the Nash County School Administrative Unit while being located outside of Nash County shall be annexed to the Edgecombe County School Administrative Unit; and

WHEREAS, therefore, beginning with the 2024-2025 school year, children residing on the Edgecombe County side of Rocky Mount who attend public schools will now attend the Edgecombe County Public School System; and

WHEREAS, in addition to redefining the boundaries of Nash County Public Schools and Edgecombe County Public Schools to be consistent with county lines, the 2023 Session Law also requires the respective boards of education, in consultation with the boards of county commissioners, to submit a written plan of transfer setting forth the agreement of all four boards as to the transfer of that portion of the Nash School Administrative Unit located in Edgecombe County to the Edgecombe County School Administrative Unit (the "Transfer"); and

WHEREAS, leadership and staff of the Boards have met regularly during the last year to consider, plan for, and resolve issues related to the Transfer and have now prepared and submitted for joint approval by the Boards the attached written plan of transfer (the "Transfer Plan"), which includes respective components for Edgecombe County Public Schools and Nash County Public Schools, and each of the Boards does desire to authorize its respective Superintendent or Manager to submit the Transfer Plan to the State Board of Education in accordance with the 2023 Session Law; and

WHEREAS, each board adopting the foregoing resolution does hereby express its thanks and appreciation to the remaining boards and their staff for the spirit of cooperation and the

commitment to providing an excellent education to all children of Edgecombe and Nash counties that allowed all of those involved to the prepare for the adoption of a plan of transfer that will comply with all laws and regulations, permit the smooth transfer of students, schools, assets, liabilities, and all other instructional materials from Nash County Public Schools to Edgecombe County Public Schools, and to ensure that the Transfer Plan accomplishes the mutual goal of the Boards to provide an excellent education to all students of Edgecombe and Nash counties.

NOW, THEREFORE, in consideration of these and other relevant matters, the Edgecombe County Board of Education, the Nash County Board of Education, the Edgecombe County Board of Commissioners, and the Nash County Board of Commissioners do hereby jointly adopt the attached Transfer Plan and do each direct its respective Superintendent or Manager to submit the Transfer Plan to the State Board of Education prior to November 15, 2023 in accordance with the 2023 Session Law.

Adopted this the ____ day of November, 2023.

**EDGECOMBE COUNTY BOARD OF
EDUCATION**

Dr. Evelyn Wilson, Chairperson

ATTEST:

Dr. Andy Bryan, Superintendent

**EDGECOMBE COUNTY BOARD OF
COMMISSIONERS**

Mr. Leonard Wiggins, Chairman

ATTEST:

Ms. Frangie Mungo, Clerk to the Board

**NASH COUNTY BOARD OF
EDUCATION**

Dr. LaShawnda Washington, Chair

ATTEST:

Dr. Steve Ellis, Superintendent

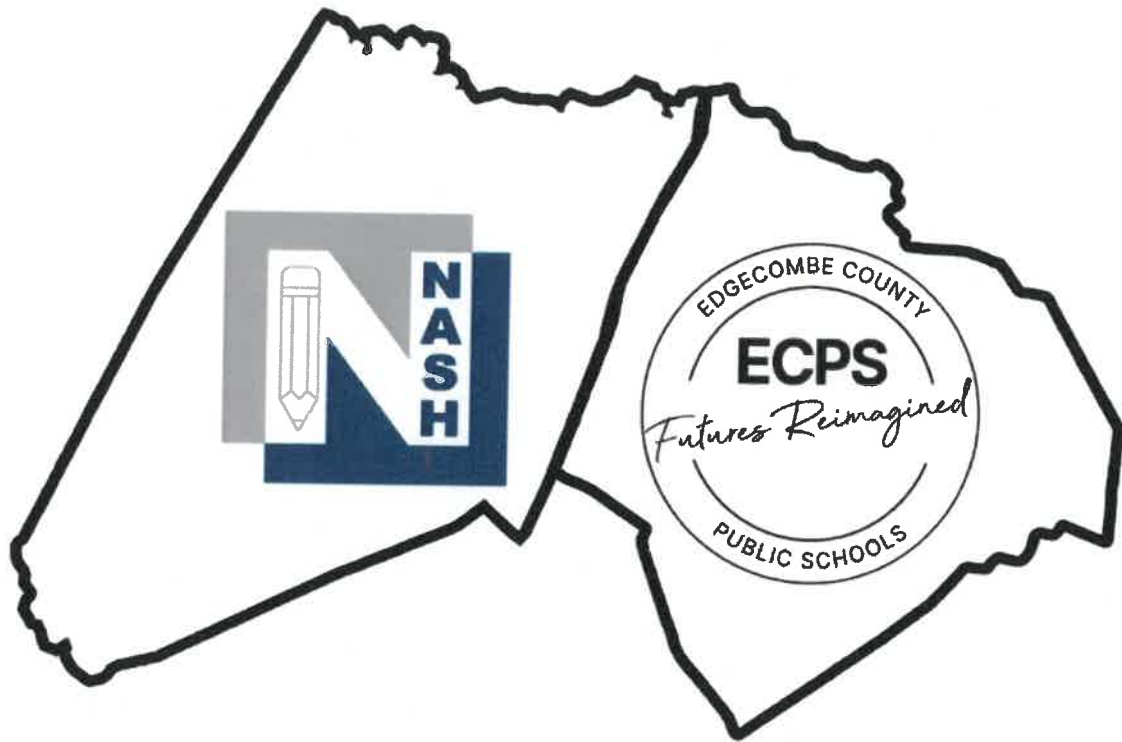
**NASH COUNTY BOARD OF
COMMISSIONERS**

Mr. Robbie B. Davis, Chairman

ATTEST:

Ms. Janice Evans, Clerk to the Board

Transition Plan - ECPS



SB 248 PLAN OF TRANSFER

EDGECOMBE COUNTY PUBLIC SCHOOLS

November 6, 2023

Plan of Transfer Edgecombe County Public Schools

Presented to:

Edgecombe County Board of Education
Edgecombe County Commissioners
Nash County Board of Education
Nash County Board of Commissioners

Presented by:

Edgecombe County Board of Education
Edgecombe County Commissioners
Nash County Board of Education
Nash County Board of Commissioners

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Plan of Transfer Overview

Requirements of NC Senate Bill 248

Edgecombe County Public Schools (ECPS) serves the needs of over 5,400 students in grades Pre-K through 13. Effective July 1, 2024, ECPS will welcome all students who reside in Edgecombe County but currently attend Nash County Public Schools (NCPS).

The goal of this Plan of Transfer is to provide a written plan and response to General Assembly of North Carolina Senate Bill 248, requiring that the boundaries of the NCPS shall be identical to the boundaries of Nash County and further stating that any territory that was previously part of NCPS that is located outside of the boundaries of Nash County shall be annexed to the school administrative unit of the county in which the territory is located.

The ECPS Plan of Transfer coalesces with the NCPS Plan of Transfer, and the joint plans were submitted concurrently to the school boards and county commissioners of Nash and Edgecombe Counties by both superintendents on or before November 15, 2023.

ECPS Transition Planning Team Leadership

The superintendents of ECPS and NCPS have formed a joint Merger Transition Team composed of leaders from both the Edgecombe and Nash County Public School systems. The ECPS Transition Team leaders are as follows:

Dr. Andy Bryan, Superintendent of Edgecombe County Public Schools

Superintendent Dr. Andy Bryan serves as the transition leader for ECPS during and following the merger. He collaborates with the ECPS Board of Education to set the vision for the merger process and ensures that all merger-related activities are researched, identified, disseminated, assigned and completed.

Ronnie Sharpe, Executive Director for Transition and Redesign

Mr. Ronnie Sharpe serves as Executive Director for Transition and Redesign for ECPS. He is charged with collaborating with the superintendent and stakeholders to develop a vision and action plan for successfully transitioning NCPS students living in Edgecombe County into ECPS. Mr. Sharpe works with members of the ECPS and NCPS transition teams to implement strategies designed to elevate and accelerate academic achievement, enhance social and emotional growth, and spread a culture of strategic risk-taking and innovation throughout the ECPS and Edgecombe County community by establishing trust through transparency, information sharing, stakeholder participation, and a comprehensive communications effort.

Dr. Charlene Pittman, Assistant Superintendent for Human Resource Services

Dr. Charlene Pittman manages all transition-related efforts related to personnel and child nutrition. In her role with ECPS, Dr. Pittman oversees employment benefits, teacher support, classified staff support, licensure, employee benefits, worker's compensation, substitutes, volunteers, recruitment and hiring, and performance management programs. Dr. Pittman and



her counterparts in NCPS are working together to create a positive and supportive work transition and recruitment process, and concurrently develop an environment that fosters the professional growth of all incoming ECPS employees.

Erin Swanson, Assistant Superintendent for Innovation and Strategic Planning

Mrs. Erin Swanson collaborates with the ECPS transition team to develop a comprehensive merger strategy that aligns with the current ECPS Graduate Aims and strategic plan. She supports the team to work in collaboration with the community to determine the optimal configuration of schools and to design school models that align with student needs and community interests.

Dr. Michael A. Myrick, Deputy Superintendent and Chief Academic Officer

Dr. Michael A. Myrick works in collaboration with the ECPS and NCPS Curriculum, Instruction, and Student Support Services teams to manage all transition-related activities in ECPS.

Dena R. Howell, Finance Officer

Ms. Dena R. Howell serves as the senior-level administrator responsible for managing all financial aspects of the ECPS district operations. Throughout the transition, Ms. Howell and her team work collaboratively with the NCPS finance team to identify, clarify and transition NCPS investments, debt obligations, and related matters. The ECPS finance department ensures ECPS compliance with district, state, and federal regulations, maintaining the financial health and integrity of the school system.

Jessica Parker, Jeanes Fellow & Susan Hoke, Community & Communications Coordinator

Co-Leads, Communications and Transportation

The ECPS merger communications team, led by Ms. Jessica Parker and Mrs. Susan Hoke, in collaboration with their counterparts in NCPS, has developed two-way communication strategies designed to address the specific needs and concerns of each respective East Rocky Mount and Edgecombe County stakeholder group. This team has evaluated and is seeking to utilize the most efficient and effective communication channels available in order to reach the multitude of community constituents who are impacted by the merger. Communication strategies include, but are not limited to: community outreach information sessions, newsletters, student mailings, welcome packets, empathy interviews, in-person meetings, ECPS and NCPS school district website postings, social media, email updates, and mobile apps. Ms. Parker and Mrs. Hoke are also working collaboratively with Ms. Rhonda Wainright, ECPS Supervisor of Transportation & Driver Education, to manage all merger-related efforts related to student transportation.

Transition Planning Team Members

The ECPS Transition Leadership Team has formed internal subcommittees to work on specific elements of the plan. ECPS has also convened and consulted with a Community Design Team that represents a diverse group of constituents and supports ongoing merger efforts. Both the ECPS Board of Education and the Edgecombe County Commissioners have been consulted



throughout the merger planning process. In addition, the North Carolina Department of Public Instruction (NCDPI) has been an integral part of the planning process. NCDPI staff members will continue to serve as consultants to staff members in both counties throughout the merger process.

ECPS Internal Subcommittee Members

- Dr. Andy Bryan - Superintendent
- England Alston - Administrative Assistant
- Dr. Chanda Battle Waters - Director of Student Support Services
- Nai Barnes - District PowerSchool Manager/Testing
- Dr. Robert Batts - Director of Secondary Education & Middle Schools
- Dr. Lutashia Dove - Director PreK and Elementary Education
- Arlane Gordon-Bray - Director of Development, ECPS Educational Foundation
- Joseph Hayes - Director of Technology
- Susan Hoke - Community & Communications Coordinator
- Thomas Holland - Executive Director of Testing, Accountability, and Data Analysis
- Dena Howell - Director of Finance
- Ruth McDowell - Director of Child Nutrition
- Dr. Michael Myrick - Deputy Superintendent & Chief Academic Officer
- Jessica Parker - Jeanes Fellow
- Amy Pearce - Director of Federal Programs
- Carlton Perkins - Director of Maintenance
- Dr. Charlene Pittman - Assistant Superintendent for Human Resources Services
- Ronnie Sharpe - Executive District Director Transition and Redesign
- Erin Swanson - Assistant Superintendent of Innovation and Strategic Planning
- Meagan Sykes - Director of Exceptional Programs
- Rhonda Wainright - Supervisor of Transportation and Driver Education

Rocky Mount Community Design Team

- Dorean Nunery - Rocky Mount Citizen
- Dr. Kelsey Ballard - Principal, West Edgecombe Middle School
- Erin Brewer - Barnhill Contracting Company
- Josie Davis - Former Principal, ECPS
- Tomah Dozier - East Rocky Mount Parent
- Eric Evans - County Manager, Edgecombe County
- Yolanda Ray-Henderson - Counselor, West Edgecombe Middle School
- Rev. Richard Joyner - Rocky Mount City Council
- Dr. Gregory McLeod - President, Edgecombe Community College
- Tia Lucas - Community Stakeholder
- Lisa Meadows - Former Educator, ECPS
- Tiffany Mercer - Assistant Principal, Stocks Elementary School
- Millicent Ruffin - Corning Inc.
- Khira Young - Edgecombe County Parent



- Stacey Young - Edgecombe County Parent
- Rev. Thomas L. Walker, Jr. - Rocky Mount City Council
- Dr. LaShawnda Washington - Chair, Nash County Board of Education
- Rev. Raymond Privott - Edgecombe County Board of Education
- Dr. Evelyn Shaw Wilson - Chair, Edgecombe County Board of Education

Legal Support

- Tharrington Smith Law Firm, LLC
- Lawrence Armstrong, Armstrong Law PLLC

Edgecombe County Board of Education

- Dr. Evelyn Shaw Wilson - District 1, Chair
- Mrs. Lillie Worsley - District 2
- Dr. Evelyn Johnson - District 3
- Mr. William Ellis - District 4, Vice-Chair
- Mrs. Ann R. Kent - District 5
- Rev. Raymond Privott - District 6
- Mrs. Jewel Calhoun - District 7

Edgecombe County Board of Commissioners

- Mr. Leonard Wiggins - District 3, Chair
- Mrs. Evelyn Powell - District 1
- Mrs. Viola Harris - District 2
- Mr. George Thorne - District 4
- Mr. Ralph Webb - District 5
- Mr. Donald C. Boswell - District 6
- Rev. Wayne Hines - District 7

Employment of Personnel

ECPS is working in collaboration with NCPS to review the existing contracts and employment agreements of the personnel in the four schools being acquired by ECPS on July 1, 2024: Baskerville Elementary, D. S. Johnson Elementary, Fairview Elementary and Parker Middle School. ECPS will host a series of ECPS/NCPS recruitment events for encouraging and determining personnel interested in employment with ECPS. ECPS will share an understanding of the terms and conditions of employment, including any provisions related to transfers or changes in employment status, beginning September 27, 2023.

Assessing Staffing Needs

- ECPS will evaluate the staffing needs of the newly acquired NCPS sites that will be merging and transitioning into ECPS. The ECPS Human Resources department will determine staff positions that are essential and identify any redundancies or gaps. This internal assessment will help guide the decision-making processes for personnel



employment. ECPS will conduct a meticulous examination of the staffing requirements at our newly acquired transition school sites of Baskerville Elementary, D. S. Johnson Elementary, Fairview Elementary, and Parker Middle schools. Additionally, ECPS will implement the configuration model chosen by the ECBOE and the East Rocky Mount community as we concurrently merge approximately 120 current eighth graders (future 2024 incoming freshmen high school students who attend a variety of NCPS sites) into ECPS. ECPS will adhere to our internal efficiency/effectiveness model based on student enrollment, building capacity inherent with ECPS' needs-based methodologies, and its Mission, Vision, and Values. These remedies include but are not limited to identifying the number of administrators, teachers (student/teacher ratios), support staff, specialists, and other personnel needed to accommodate our incoming Edgecombe County students currently served by NCPS.

- ECPS will collaborate with NCPS to obtain an updated listing of the number of students who are currently assigned to the aforementioned schools and other students who currently reside in Edgecombe County and are attending NCPS. The NCPS Human Resources department will collaborate with ECPS to identify and share additional provisions required for the development of an efficient and effective implementation of the plan through joint Transition Team planning efforts beginning September 27, 2023 and throughout the transition process.

Reviewing Existing Contracts

NCPS will provide a list of staff currently assigned to schools with personnel information such as names, employee's current positions/titles, contract terms, etc. according to N.C.G.S. § 160A-168. NCPS will also provide a list of students attending Baskerville Elementary, D. S. Johnson Elementary, Fairview Elementary, and Parker Middle School who currently qualify for special programming such as Exceptional Children, Academically & Intellectually Gifted, English Learners, etc. by October 30, 2023.

Transfer and Placement

- ECPS/NCPS will share the reapplication process for teachers and staff members beginning on September 27, 2023, and extending throughout the merger process.
- The ECPS Human Resources department will collaborate with their counterparts in NCPS to obtain the necessary information to support the communication with 21 staff who may be interested in remaining at their current school of assignment.
- The ECPS Human Resources department will demonstrate transparency with regards to the elements which constitute the ECPS transition plan for recruitment, hiring and onboarding, beginning on September 27, 2023 and throughout the transition process.

Qualifications and Certifications

ECPS will ensure that the transferred personnel meet the qualifications and certifications required by the State of North Carolina for both classified and certified staff. This may involve verifying credentials and providing necessary guidance, training, or support.



Contracts and Agreements

New contracts and/or agreements may need to be negotiated, beginning November 15, 2023.

Benefits and Compensation

ECPS will consider the impact of the merger on benefits and compensation for newly-hired personnel across all departments. ECPS will assess the difference in pay scales for all roles by November 30, 2023, aiming to enhance our competitive recruitment efforts. This assessment will involve ensuring a seamless transition and continuation of benefits, pending the advice of legal counsel.

Training and Support

ECPS will provide ongoing training and support to personnel during and preceding the transition period, beginning on or before July 1, 2024. These processes may include but are not limited to: orientation/onboarding sessions, professional development opportunities, and mentoring programs. ECPS will provide assistance and support for newly hired personnel with regard to understanding and learning the various aspects of ECPS policies, procedures, goals and objectives, and expectations. All training will be in collaboration with the Curriculum, Instruction and Student Support Services Team.

Preparation of Budgets & Funds, Contracts, Obligations, Assets, Liabilities

After November 15, 2023, ongoing discussions will continue to occur regarding additional local budgetary considerations.

Edgecombe County's Funding Commitment for County-Line Merger

- Edgecombe County will pay current expense funds to Nash County Schools for Edgecombe residents remaining in Nash County Schools in an amount equal to Edgecombe County's per pupil allocation to Edgecombe County Schools multiplied by the number of Edgecombe students in Nash County Schools. The total amount appropriated will decrease as each remaining class graduates.
- Edgecombe County will not pay any difference in the per pupil allocation between Edgecombe and Nash counties, also known as the current expense gap.
- Edgecombe County will no longer appropriate funds to Nash County for debt service.
- Edgecombe County will no longer appropriate annual capital funds to Nash County Schools.
- Nash County Schools will not charge tuition for those students from Edgecombe County who remain in Nash County high schools through school year 2026-2027.
- State and federal funding will follow the students.



- Current Expense currently allocated to NCPS: Of the \$2,188,320 base Current Expense payment that has been allocated to NCPS, approximately \$550,000 will be the remaining allocation to NCPS for 10th-12th graders. Therefore, approximately \$1,600,000 may be available to appropriate to ECPS.
- Annual Capital and Debt Service to NCPS: Approximately \$450,000 that is/was going to NCPS for annual capital and debt service may be available to appropriate to ECPS.
- Local cost of the supplement and benefits for staff positions in the four schools will need to be accounted for by Edgecombe County.

Budget Transfer Process

- ECPS will identify and address all legal and regulatory requirements and frameworks governing the transfer of assets and budgets between the two school districts, in accordance with applicable laws, regulations, and contractual obligations.
- ECPS will collaborate with NCPS and create a timeline and action steps for merging the respective budgets and transferring all assets from the NCPS to ECPS by July 1, 2024.
- ECPS will align accounting systems using standardized financial processes, and will allocate resources based on the needs of the ECPS school district.

Transfer and Acquisition of Assets

- ECPS and NCPS are working in collaboration with the North Carolina Department of Public Instruction (NCDPI) and the US Department of Education (USDOE) to determine the reasonable fair market value of federally funded assets and how ECPS will acquire selected assets.
- The aforementioned assets include the transfer of the real property from the four NCPS schools (Baskerville Elementary, D. S. Johnson Elementary, Fairview Elementary and Parker Middle), the Teacher Resource Center, and the Child Nutrition Center to the ECPS school district by July 1, 2024, or sooner, as determined by the ECPS and NCPS superintendents. Specifically, these assets include real property, furnishings and improvements, encumbered and unencumbered property, equipment, buses, band and sports equipment, textbooks, other instructional materials, and library resources, computers, and supplies, funds, contracts, obligations, assets, and liabilities, and other tangible or appropriate assets, subject or function relevant to the area to be transferred.

Legal and Contractual Obligations

ECPS and NCPS superintendents, finance officers, attorneys, and Boards of Education will review all contracts, agreements, and legal obligations associated with the transferring schools and determine the necessary steps to transfer or terminate these contracts, ensuring compliance with legal requirements.

Staff Training

ECPS will provide training and support to staff members involved in financial management and asset transfer processes to ensure they are familiar with the new budgeting systems and understand their roles and responsibilities during the merger transition process.



Monitoring and Evaluating

ECPS and NCPS have established a joint collaborative monitoring and evaluation system to track the financial aspects of the merger and identify any issues, barriers, questions or concerns, and potential challenges. The Transition Team will regularly review the effectiveness of financial reports, asset utilization, and stakeholder feedback during our bi-weekly Transition Team Meetings in order to make any necessary adjustments.

Closeout Process

Once the merger has been successfully completed and implemented, ECPS and NCPS will finalize all financial transactions, close out accounts, and ensure all outstanding obligations are settled by July 1, 2024 or sooner, as determined by the ECPS and NCPS superintendents and respective Boards of Education.

ECPS and NCPS will conduct a final audit to ensure accuracy and compliance by July 1, 2024.

School Configuration & Student Assignment

Student Assignment

- Students living in Edgecombe County who are eligible for NC Pre-K during the 2024-2025 school year will have the opportunity to apply for a Pre-K seat in ECPS. Pre-K seats will be determined by student eligibility and the availability of space that meets state NC-Pre-K regulations.
- Students living in Edgecombe County but currently attending NCPS, and assigned by NCPS to grades Kindergarten through 9th for the 2024-2025 school year, will attend school in the ECPS public school district beginning in August of 2024. These students will remain in the ECPS school district for the remainder of their PK-13 educational experience unless withdrawn via the ECPS withdrawal process.
- Students living in Edgecombe County but currently attending NCPS, and assigned by NCPS to grades 10, 11, 12, and 13 for the 2024-2025 school year, will have the opportunity to attend their Legacy School placement in NCPS for the 2024-2025 school year and for the remainder of their PK-13 educational experience, unless withdrawn via the NCPS withdrawal process. Students in grades 10, 11, and 12 who elect to enroll in an ECPS school will be assigned to North Edgecombe High School at no tuition cost.
- If a parent wants their 9th grader to attend a Nash County High School, they will have to apply to NCPS for a transfer and pay tuition.
 - For example, a parent who has a 9th grader in an Edgecombe County High School and a 10th grader in a Nash County High School, will be given the choice to transition the 10th grader to ECPS without tuition. However, if the parent wants the 9th grader to go to NCPS, they will have to apply for a transfer and pay tuition.



- Rising PK-9th grade students living in Edgecombe County but currently attending NCPS, and assigned by NCPS to alternative placements for the 2023-2024 school year, will be assessed and placed in the appropriate setting by the ECPS Curriculum, Instruction, and Student Support Services team during the summer of 2024.
- Students with unique circumstances will be handled on a case-by-case basis by both school districts.

Recommended School Configuration

- After seeking input from a variety of stakeholders, the ECPS Board of Education has determined the following school configuration for the 2024-2025 school year. *This is the school configuration in place for the 2023-2024 school year.*

Rocky Mount Merger Schools Feeder Pattern A	Rocky Mount Merger Schools Feeder Pattern B
Fairview Elementary School: Grades PK-2	Baskerville Elementary School: Grades K-5 <i>(Pre-K pending)</i>
D. S. Johnson Elementary School: Grades 3-5	
Parker Middle School: Grades 6-8	Parker Middle School: Grades 6-8
North Edgecombe High School: Grade 9	North Edgecombe High School: Grade 9

- Elementary and Middle School Students will be assigned to schools using the attendance boundaries set by NCPS during the 2023-2024 school year.
- Incoming 9th graders and any other high schoolers transferring into ECPS will attend North Edgecombe High School.
- Rising 9th graders may apply to attend either Edge Academy of Health Sciences or Edgecombe Early College. Rising 10th graders may apply to attend Edge Academy of Health Sciences.
- Edgecombe County students who attended other NCPS schools in 2023-2024 will be assigned to either Feeder Pattern A or B, as determined by the ECPS student services, accountability, and transportation departments.

Student Records Transfers

- PowerSchool Enrollment will support NCPS to transfer relevant student records directly to ECPS no later than June 30, 2024.
- Physical cumulative student records for current NCPS students transferring to ECPS will remain in schools where they are housed as of June 30, 2024, to be managed by ECPS.
- Incomplete Read-to-Achieve portfolios for students transferring to ECPS in the fall of 2024 will be clearly marked and left in the principals' office of each acquired school on June 30, 2024, to be managed by ECPS.



Child Nutrition

Meal Service Assessment

Parker Middle School serves approximately 147 lunches per day. Fairview serves approximately 236 lunches daily, Baskerville typically serves approximately 253 lunches daily and D. S. Johnson serves approximately 298 meals daily.

Equipment Needs & Transfers

- ECPS Child Nutrition Department (ECND) collaborated with the NCPS Child Nutrition Department (NCND) to discuss the current equipment condition and children participating in meal service. The ECPS Child Nutrition Director visited the schools to assess the existing equipment. Some equipment will need to be repaired or replaced.
- ECND will collaborate with NCND to assess the amount of equipment transferred and the amount of equipment needed based on projected school enrollment by December 30, 2023.
- ECND will collaborate with NCND and ECPS Maintenance to transfer physical equipment to the school sites by August 1, 2024.

Facilities

- ECND will determine the capacity for Parker Middle School to service all projected enrolled students with their alley kitchen by December 30, 2023.
- ECND will collaborate with NCND to finalize other facilities-related needs by December 30, 2023.

Personnel Considerations

- ECND will collaborate with NCND to determine the number of staff interested in employment in ECND by December 30, 2023.
- ECND will determine the number of staff needed at each school site based on projected student enrollment in order to begin recruitment no later than December 30, 2023.
- ECND will collaborate with the ECPS Deputy Superintendent to determine if ECND office staff will move to the Rocky Mount office by December 30, 2023.

Transportation

Acquisition of Buses

- The successful transfer of transportation assets is vital for the success of the merger. Currently, NCPS operates a fleet primarily consisting of 72-passenger buses, and several 65-passenger buses that may require replacement before the beginning of the



2025-2026 school year. The existing ECPS bus storage and maintenance facility is designed to accommodate 65-passenger buses. Taking into consideration the expected enrollment of approximately 1400 students in the school district and the size of the maintenance facility, ECPS plans to acquire the number of 65-passenger buses and EC buses which equals the number of buses required to serve the projected number of bus riders living in Edgecombe County, as determined by the ECPS Transportation Department. This number could range from 5 - 20 (plus) buses.

- The ECPS and NCPS transportation departments are working with the North Carolina Department of Public Instruction (NCDPI) to transfer approximately 20 72-passenger buses from NCPS to another local Public School Unit (PSU). This local PSU will then transfer the appropriate number of 65-passenger buses to ECPS.
- ECPS and NCPS transportation departments will collaborate to define the necessary procedures for taking possession of the vehicles and equipment by July 1, 2024.

Daily Operations

- NCPS currently stores buses at a separate location outside of regular weekday driving hours and on weekends. This location is outside of Edgecombe County.
- ECPS will require a satellite facility in Rocky Mount for bus storage and routine maintenance to promptly respond to emergency and mechanical issues. The potential options for this location include Baskerville Elementary, D.S. Johnson Elementary, the Child Nutrition Warehouse, or the Rocky Mount Incubator site. The selected location for bus storage will need improvements, such as lighting, security cameras, fencing, and essential mechanical equipment to ensure the protection and maintenance of transportation assets before July 1, 2024.
- ECPS Transportation Services will collaborate with NCPS and ECPS District PowerSchool Manager to receive all student names, grades, school sites, AM/PM stop addresses and their "car, bus, or walker" status for all K-12 students living in Edgecombe County attending NCPS by November 1, 2023. ECPS will use this information to begin creating bus routes for the attendance zones including students who have not previously attended one of the four schools transferring to ECPS.

Bus Maintenance

The ECPS transportation department collaborated with NCPS and agreed that NCPS will share a copy of all paperwork, Monthly Inspections (MI), Preventative Maintenance (PM), damage repairs, etc. for each bus being transferred for ECPS' file documentation and history by December 30, 2023.

Personnel Considerations

Due to a significant increase in district enrollment combined with an expanded land area, ECPS plans to undergo an organizational shift in the transportation department by hiring additional staff during the 2023-2024 school year, and into the summer of 2024. Hiring before the beginning of the 2024-2025 school year will allow time for bus driver training, mechanic shadowing, and obtaining of certifications that are essential to meeting the transportation demands of the transition.



Potential Roles Added in Organizational Shift:

- 2 additional Mechanics
 - (NCDPI suggests 1 mechanic per 20 buses. This number includes the current vacant mechanic position and anticipated mechanic vacancy due to the merger)
- 5 to 10 additional Bus Drivers (Class A & B)
 - (The exact number of drivers needed will depend on the number of buses at each school and if there are staggered start times, allowing some drivers to cover multiple school routes)
- 1 Bus Routing Assistant
- 1 Cost Clerk
- 1 Satellite Bus storage and maintenance facility, with the requisite equipment
- 4 Bus Coordinators, one for each feeder pattern (North, Tarboro, South, Rocky Mount)

Budgetary Concerns

- ECPS will collaborate with NCPS to assess the difference in pay scales for mechanics and bus drivers, aiming to enhance our competitive recruitment efforts by November 30, 2023.
- The ECPS transportation department will work alongside the ECPS finance department and NCDPI to confirm the necessary increase in the transportation budget, to bridge the gap in yearly funding, which is based on the prior year's enrollment figures. This process will be completed by December 1, 2023.
- By November 30, 2023, ECPS transportation services will determine the number of Class A licenses required, and the associated costs for all newly hired Wrecker and Fuel Truck drivers. Currently, ECPS maintains four certified mechanics holding Class A licenses.
- ECPS transportation services will engage in discussions with the ECPS budget and finance teams in order to determine the potential need for additional transportation maintenance equipment, should be transferred from NCPS, by October 30, 2023.
- ECPS transportation services will engage in discussions with the ECPS and Edgecombe County finance departments to determine fiscal availability of funding to encourage driver recruitment and attainment by increasing salaries by \$2.50 per hour for teacher assistants, custodians, and child nutrition specialists who hold a CDL or have an assigned bus route by November 30, 2023..

Facilities

Needs Assessment

- A determination will be made on a budget amount available to maintenance personnel for the transition of each school (contracted labor for moving/assembling, purchasing custodial/maintenance equipment and supplies, landfill cost, rekeying school, etc.).
- A determination will be made regarding the number of additional maintenance employees needed for hire, as well as a projected hiring timeline.



- A determination will be made on a budget amount available to maintenance for the transition of each custodian from NCPS to ECPS contingent on how much ECPS annual maintenance and custodial budget may increase.
- ECPS will determine which contracts to continue and which will be terminated by NCPS by December 30, 2023.
- ECPS will continue to assess needs to accommodate the transferred facilities and schools.

Facilities Transition Plan

ECPS will create a comprehensive plan outlining the steps, milestones, and a timeline for the transfer of facilities and schools identifying specific tasks required for the transfer of property and assets, such as logistics, legal considerations, and communication strategies after conferring with the ECPS school board attorney and the ECBOE by January 31, 2024.

Legal and Administrative Considerations

ECPS will review and update any facilities-related legal agreements or contracts related to the transfer, and coordinate with relevant governmental agencies and relevant departments including NCDPI to ensure compliance with regulations.

Facility Transfer and Renovations

- ECPS will connect, collaborate, and communicate with the ECBOE and its board attorneys in order to execute the receipt of all NCPS facilities located in Edgecombe County, and initiate any necessary renovations or upgrades.
- ECPS will develop a detailed plan for physically transferring equipment, furniture, and resources from the Nash County Public School system to the Edgecombe County Public School system by March 28, 2024, coordinating with moving companies and logistics providers in order to ensure a smooth transition. ECPS will begin any necessary renovations or upgrades to accommodate the transferred facilities by July 1, 2024.

Communication and Community Engagement

- ECPS will communicate the merger to stakeholders and engage the community by continuing the implementation and improvement of its existing comprehensive communication plan to inform parents, students, teachers, staff members, and the wider East Rocky Mount and Edgecombe/Nash community about the facilities involved in the merger.

Technology: Security

Security Cameras & Other Security Equipment

On July 1, 2024, ECPS will acquire security equipment at the NCPS facilities being acquired by ECPS.



Technology: Infrastructure and Equipment

Infrastructure

- NCPS will seek to transfer licenses from the four (4) Cisco Meraki Core Routers currently located in each NCPS school, along with access points and switches, that will be acquired by ECPS as of July 1, 2024.
- NCPS will leave all networking equipment in the location where it is housed as of June 30, 2024. ECPS will take possession of this equipment via license transfers as of July 1, 2024.

Fiber

ECPS will contract with Brightspeed, the current internet provider, to service the four new schools. If Brightspeed does not have fiber in this area, ECPS will contract with Conterra for these schools. New contract will be in place by June 30, 2024.

Phones

- ECPS will reach out to ENCORE, current VOIP provider, to determine cost for adding lines.
- All Yealink phones located in the four new schools on November 15, 2023 will be left in place and acquired by ECPS. ECPS will develop a Yealink phone refresh plan and budget for all sites, as they are approaching end of life.
- NCPS will cancel all POT/Fax Lines no later than June 30, 2024.

Devices

- On July 1, 2024, devices purchased with state and local funds as of November 15, 2023 will transfer to ECPS with the new schools. These devices include:
 - Teacher Devices
 - Student Devices
 - Interactive Boards
 - Projectors
 - Administrator Devices (phones, laptops, iPads, etc.)
 - STEM/Robotic Equipment
- NCPS will provide the ECPS Technology Department with a list of all devices purchased with Federal funds. ECPS will determine which of these devices we wish to acquire. These devices include:
 - Teacher Devices
 - Student Devices (will not be supported by Google past 2027)
 - Interactive Boards
 - Projectors
 - Administrator Devices (phones, laptops, iPads, etc.)
 - STEM/Robotic Equipment



Copy Machines

- ECPS is under Toshiba contract and will add copiers to the acquired schools for the 2024-2025 school year.
- NCPS is under Canon contract; Canon has agreed to renegotiate the contract not to include copiers at the 4 schools acquired by ECPS for the 2024-2025 school year.

Professional Development Center Equipment

NCPS will provide the ECPS Technology Department with a list of all devices to be transferred.

Curriculum, Instruction, and Student Support Services

Transition Planning

The ECPS and NCPS Curriculum and Instruction Teams will meet regularly to ensure a smooth transition, such that the action items detailed below will be completed on or before June 30, 2024.

Calendars

ECPS will attempt to align calendars for the 2024-2025 Academic Year through the 2026-2027 Academic Year, including start/end dates and winter/spring breaks.

Federal/State Grants

- ECPS will collaborate with NCPS to gather CEP information and determine CEP eligibility, which will drive Title I eligibility.
- Once school configurations are finalized, ECPS will work with NCDPI to determine State and Federal designations, and applicable fiscal impacts. ECPS will meet with NCDPI to determine qualifications to apply based on school designation.
 - Innovative Partnership Grant (IPG)
 - Comprehensive Support & Improvement (CSI)
 - Targeted Support & Improvement - Additional Targeted Support (TSI-AT)
 - Restart
- ECPS will work with NCDPI to determine the CTE allocation.
- ECPS and NCPS will work with NCDPI and the USDOE to determine whether existing CSI and IPG funds and instructionally-related purchases stay with the schools (Federal School Allotted funds) or revert to NCPS.

Curriculum/Curricular Resources & Grading

- ECPS will review the current NCPS curriculum and resources to determine alignment.
 - Supplemental
 - Core
 - Subscriptions
- ECPS will determine which curriculum and resources to continue, and identify the



funding sources used to purchase the materials.

- ECPS will work with NCPS to review NCPS media resources (subscriptions, books, technology, etc.).
- ECPS will work with NCPS to review NCPS current grading practices.
- ECPS will work with NCPS to review Professional Development Resources.
- Career and Technical Education (CTE) leaders in ECPS will collaborate with NCPS leaders to discuss CTE programming at the middle school level including number of teachers, certifications, equipment, and any curriculum contracts. Joint leaders will collaborate and discuss all relevant issues to ensure efficient and effective programming can continue following the official implementation of the merger on July 1, 2024.

Exceptional Children and Academically and Intellectually Gifted Programs and Services

ECPS/NCPS are currently assessing the special education and academically and intellectually gifted (AIG) programs and services in each school, and collaborating to develop a plan to ensure continuity of services and support for students with special needs during the merger process.

English Language Learner Support

ECPS will evaluate the English language learner support programs in each school and collaborate with NCPS to develop a plan to provide appropriate support and resources for English language learners during the merger.

Student Support Services

ECPS will collaborate with NCPS to evaluate student support services including counseling and social work in each school, in order to develop a plan to ensure continuity of support services for students during the merger.

Extracurricular Programs

- ECPS will work with NCPS to review Arts equipment (band, chorus, art, theater arts).
- ECPS will work with NCPS to review athletic equipment (middle school & JV for 9th graders).

Summer Programming

- ECPS will work with NCDPI and NCPS to determine the responsible district for Read-to-Achieve Camp.
- ECPS will work with NCDPI to determine the timing and amount of funding allocation for the following PRCs:
 - 016 - Read-to-Achieve
 - 085 - Literacy Intervention (includes twice retained funding)
- ECPS will work with NCDPI and NCPS to determine the responsible district for summer remediation & retesting (ECPS holds this session in June).
- ECPS will work with NCDPI and NCPS in spring 2024 to determine who can participate in CTE programming (determine funding amount).



Conclusion

By following this detailed Written Plan of Transfer that includes specific action steps and a flexible timeline, ECPS and NCPS will address the mandated components contained in SB 248 and its requirement for submission of a joint Written Plan of Transfer to all four Boards for approval by November 15, 2023.

Effective communication and collaboration between NCPS and ECPS are crucial in order to ensure a successful transition and transfer of assigned students and families, assets and liabilities, staff, property, equipment, material and supplies. Our respective units will continue to conduct regular meetings, and provide updates regarding our progress to our combined communities. We eagerly await the opportunity to respond to the needs of the East Rocky Mount community, and the entirety of Edgecombe County.



IN WITNESS THEREOF, the parties have duly executed and delivered this Agreement and Written Plan of Transfer as of the date first written above.

EDGECOMBE COUNTY BOARD OF EDUCATION

Name: _____

Title: _____

Date: _____

Signature: _____

NASH COUNTY BOARD OF EDUCATION

Name: _____

Title: _____

Date: _____

Signature: _____

EDGECOMBE COUNTY BOARD OF COMMISSIONERS

Name: _____

Title: _____

Date: _____

Signature: _____

NASH COUNTY BOARD OF COMMISSIONERS

Name: _____

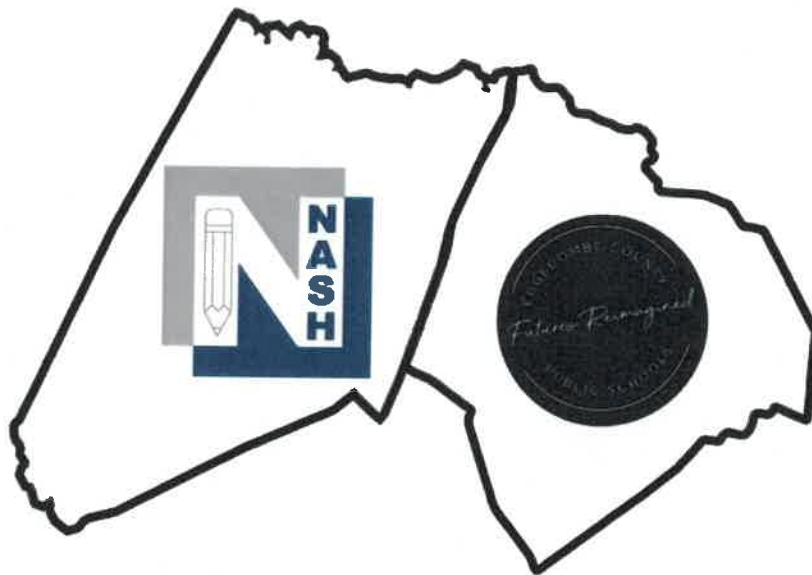
Title: _____

Date: _____

Signature: _____



Transition Plan - NCPS



PLAN OF TRANSFER

Nash County Board of Education
Nash County Commissioners
Edgecombe County Board of Education
Edgecombe County Commissioners

Presented to:

Nash County Board of Education
Nash County Commissioners
Edgecombe County Board of Education
Edgecombe County Commissioners

Presented by:

Nash County Board of Education
Nash County Commissioners
Edgecombe County Board of Education
Edgecombe County Commissioners

November 15, 2023

Submitted on November #, 2023



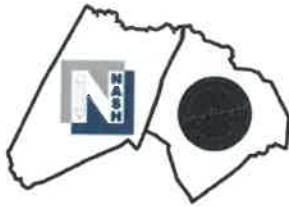
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Executive Summary



This executive summary provides an overview of the comprehensive report detailing Nash County Public Schools' (NCPS) journey from its inception in 1991 to the forthcoming 2024 demerger and transition process. Throughout its history, NCPS has experienced mergers and transformations while maintaining a steadfast commitment to delivering quality education to students from diverse backgrounds and communities.

In 1991, four distinct entities—Tarboro City Schools, Rocky Mount City Schools, Edgecombe County Schools, and Nash County Schools—coexisted. In 1992, Rocky Mount City Schools merged with Nash County Schools, incorporating some students from Edgecombe County Schools to create Nash-Rocky Mount Schools. In 2020, Nash-Rocky Mount Schools rebranded as Nash County Public Schools.

The report outlines the significant responsibilities of various NCPS departments, including the Office of the Superintendent, Student Support Services, Academics and Accountability, Finance, Human Resources, and others, in ensuring a smooth transition process. Effective communication and community engagement, represented by the "Growing Forward Together" campaign, play a pivotal role in the demerger preparations.

A detailed timeline for student transfers, records management, safety and security, transportation, and technology considerations has been established to ensure a seamless transition. As NCPS embraces change and fosters an inclusive learning environment, the district remains committed to providing the best educational experience for all students. This report underscores NCPS's dedication to excellence as it moves forward with the demerger plan, aiming for a successful future for both Nash County Public Schools and Edgecombe County Public Schools.

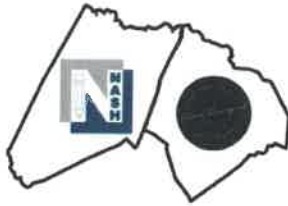


Forward Statements

This Agreement and Plan of Transfer (including all exhibits, hereinafter referred to as this "Agreement") is made and entered into as of November 15, 2023 by and among the Nash and Edgecombe County Boards of Education and the Nash and Edgecombe County Commissioners.

The plan underscores the fundamental responsibilities of key support areas throughout the district, including the Office of the Superintendent, Assistant Superintendents, Communication, Planning and Engagement Department; Academic Services and Accountability; Student Support Services & Operations Department; Transportation; Finance; Human Resources; Facilities; and Technology Department. These areas are pivotal for achieving success. Furthermore, this plan is complemented by a project schedule of tasks designed to facilitate a smooth transition over approximately twelve (12) months.

It is important to regard this transition plan and the accompanying checklist of detailed tasks as dynamic documents that undergo regular review and updates in response to newly-identified responsibilities arising during the schools' transfer and merger process. Subsequent to this process, there will be an opportunity to reflect on lessons learned in pursuit of continuous improvement.



Core Responsibilities

Office of the Superintendent:

The Office of the Superintendent holds the responsibility for spearheading the turnaround strategy and overseeing transition efforts. Furthermore, the office is tasked with developing and executing a comprehensive communication and engagement plan that delineates how information regarding the transitions will be disseminated to students, parents, and the community. An additional critical duty of the team is to facilitate the community involvement process, which entails seeking input from a diverse range of both internal and external stakeholders. This endeavor has already commenced and is poised to gain greater significance as NCPS progresses with the execution of the Demerger Plan.

Student Support Services & Operations Department:

The Student Support Services & Operations Department (S&S) will closely collaborate to provide support to school principals throughout the transition process, ensuring the continuity of effective instruction and learning during the school transfers. Within this department and the Academic Services and Accountability (A&A), various units, such as Career and Technical Education (CTE), Special Education, Student Supports, Student Placement & Discipline, Title I, and others, will work in conjunction to address instructional requirements for students moving to Edgecombe County Public Schools (ECPS) and those remaining with Nash County Public Schools (NCPS).

Academic Services and Accountability (A&A):

The Academic Services and Accountability (A&A) teams will collaborate with school principals and district leadership to decide on course offerings, programs, work together on the master schedule, secure instructional resources, and offer essential academic support to students in combined and new schools. At the school level, the Assistant Superintendent and principals of merged and new schools will supervise the responsibilities related to school transfers, transitions, and reassignments. With assistance from district leadership, principals will create a relocation work plan to maximize instructional time while ensuring the prompt packing and transfer of materials and supplies.

Finance:

The Finance department will identify funding sources to cover the costs associated with executing the transitions. Additionally, it will manage account close-out responsibilities for each affected school to ensure an accurate inventory of fixed assets in closing schools and the appropriate transfer and inventory of fixed assets to be relocated to receiving schools. An audit of each property, categorized based on funds received, source, and enhancement projects, will need to be conducted before November 15, 2023. Abiding by the law for the deed transfer



purposes per GS 115.

Human Resources (HR):

HR will facilitate employee transitions for staff impacted by school changes. A staff town hall meeting will be held, including working group sessions to explain the plans, upcoming job fairs, and opportunities for reassignment within the district. This planning process will commence in Quarter two (2). HR will collaborate closely with the Communication, Planning, and Engagement (CPE) Department to activate a marketing campaign for this process. HR will also provide staffing support and guidance to the Assistant Superintendents and principals of affected schools throughout the transition, including attending school faculty meetings, sharing employment guidance, executing the abolishment plan for impacted staff, and assisting principals in staff recruitment to ensure all positions are filled for the start of the school year.

Communication, Planning, and Engagement (CPE):

CPE will provide project management oversight and serve as the primary point of contact between departments. The communications team within CPE will function as a project manager, coordinating with the head of the transition and assisting in cross-functional collaboration and planning. This team will document the progress of the project team, monitor the project schedule to ensure tasks remain on track for timely completion, identify potential challenges, and devise solutions with a cross-functional team. Additionally, the communications team will provide project management expertise and assist in managing internal stakeholder communications regarding the project's status.

Technology:

The Technology department will collaborate with school leadership and relevant departments to coordinate all technology-related tasks associated with school transfers. This includes verifying all technology assets and their funding sources, creating a master list of technology assets with depreciated values, implementing an IT transfer control process for successful migrations, scheduling meetings to determine ECPS infrastructure needs, renegotiating contracts with impacted vendors, purging obsolete hardware equipment before the move, conducting functionality testing of instructional technology, and developing a plan with A&A and S&S to ensure the transition of student data to ECPS.

Facilities:

The Facilities department will primarily oversee all move coordination and building maintenance activities, including physical moves and redistribution of building assets as needed. Various teams within facilities services will engage at different stages of the school transition process.

Transportation:

The Transportation department will assess the needs and options for bus transportation to serve Nash County residents of reassigned students, as well as the transfer of activity and



school buses to ECPS. The team will plan bus routes, stops, and schedules for the newly created school attendance zone boundary map resulting from the demerger. Determinations regarding the number of buses moving to ECPS and the criteria for such a move will be established.

Transition Planning Teams

One of the first steps in the process of the demerger is to convene transition planning teams to guide the work of the district and the community. The following groups will be in place to manage the process.

Cabinet Members:

- Michael Baier, Executive Director of Transportation
- Melissa Dancy-Smith, Assistant Superintendent of Academic Services and Accountability
- Dr. Steve Ellis, Superintendent of Nash County Public Schools
- Dr. Leondus Farrow, Jr., Assistant Superintendent of Student Services & Operations
- Heather Louise Finch, Executive Director of Communication, Planning, and Engagement
- Christy Grant, Executive Director of Student Support Services
- Doug Hale, Executive Director of School Finance
- Monique Hargrove-Jones, Executive Director of Elementary Education
- Tremain McQueen, Executive Director of Technology
- Angela Miller, Executive Director of School Nutrition & Athletics Facilities & Maintenance
- Chad Thompson, Executive Director of Secondary Education & CTE
- Sheila Wallace, Executive Director of Human Resources & Federal Programs
- Victor Ward, Sr., Transition and Safety Director

Sub Committees:

- Lead: Melissa Dancy-Smith - Academic Services and Accountability
- Tremain McQueen - Technology
- Lead: Dr. Leon Farrow - Student Assignment, Transportation
- Lead: Heather Louise Finch - Combating Misinformation, Communication campaigns, facilitating community events.
- Lead: Doug Hale - Budget
- Lead: Angie Miller - Property (real, encumbered, unencumbered & buses), Furnishings & Improvements Equipment (sports, instructional, library/media, technology & supplies)
- Lead: Sheila Wallace - Employment of Personnel



Research and Development Committee:

- Dr. Steven Ellis
- Heather Louise Finch
- Victor Ward, Sr.
- Sheila Wallace

Community and Organization Facilitator Committee:

- Dr. Steven Ellis
- Heather Louise Finch
- Victor Ward, Sr.

Legal Support:

- C. Boyd Sturges, III - Attorney at Law - Davis, Sturges & Tomlinson, PLLC
- Jason Weber - Education Law - Tharrington Smith, LLP

Nash County Board of Education:

- Chris Bissette - District 4
- Evelyn Bulluck - District 10
- Sharonda Thomas Bulluck - District 11
- Dr. Doneva Chavis - District 1
- Lank Dunton, Vice-Chair - District 6
- Dean Edwards - District 2
- Jacques "Zack" Gay - District 8
- Richard Jenkins - District 7
- Franklin Lamm - District 3
- William (Bill) Sharpe - District 5
- Dr. LaShawnda Washington, Chair - District 9

Nash County Board of Commissioners:

- Marvin C. Arrington - District 1
- Fred Belfield, Jr. - District 2
- Dan Cone - District 3
- Robbie B. Davis, Chairman - District 7
- Sue Leggett - District 4
- J. Wayne Outlaw, Vice Chairman - District 5
- Gwen Wilkins - District 6



Overall Impact Data

****Notes:** While there are four schools located in Edgecombe county (see below), Benvenue Elementary, Coopers Elementary, Englewood Elementary, Williford Elementary, Edwards Middle, Nash Central Middle, Red Oak Middle, Rocky Mount Middle, Nash Central High, Northern Nash High, Nash-Rocky Mount Early College High, Rocky Mount High, CITI High and Tar River Academy all have enrolled students who live in Edgecombe County. In some cases, these students are there on reassignment for special programming and in other cases the current attendance zones for these schools' span into Edgecombe County and as a result redistricting will need to occur.

Enrollment	Current # of Students	# of Students Domiciled in Edgecombe County	Post Demerger # of Students
Elementary Enrollment	6,389	816	5,573
Middle Enrollment	3,489	395	3,094
High Enrollment	4,711	451	4,260
Total NCPS Enrollment	14,590	1,662	12,928

Exhibit 1: Student Impact via Enrollment

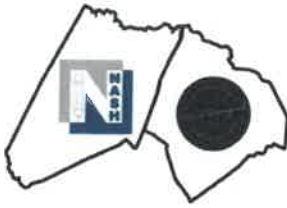
**** The current numbers are reflective as of 3.21.21 – The up-to-date numbers will be pulled and be reflective of the up-to-date enrollment of 11.15.23 when this plan is submitted.**



Facility	# of Staff Housed in Facility	Facility Use/Other Impact
Baskerville Elementary	50	K-5 th Comprehensive Elementary School
D.S. Johnson Elementary	54	<ul style="list-style-type: none"> • K-5th Comprehensive Elementary School • The facility houses our NCPS Data Center East which will need to be relocated.
Fairview Elementary	49	K-2 nd Comprehensive Elementary School
J.W. Parker Elementary	38	6 th – 8 th Comprehensive Middle School
Teacher Resource Center	28	<ul style="list-style-type: none"> • This facility houses several district departments which will need to be relocated. • This facility has several large meeting spaces used for professional development and meetings. • This facility houses Jordan Driving School which will need to be relocated.
School Nutrition Building	0	Previously housed school nutrition supplies, food, and central services.

Exhibit 2: Impact on Facilities and Staffing

****Notes:** Staffing impact will not be solely limited to those employees physically working in facilities located in Edgecombe County as enrollment decreases will impact several other schools within the current NCPS district. Each of the school facilities houses some students who reside in Nash County and redistricting will need to occur as a result.

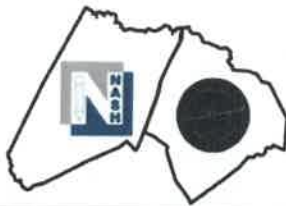


Fiscal Impact

Funding Source	Current Budget	Funds that will Revert to Edgecombe County upon Demerger. (estimated)	Post Demerger Budget (estimated)
State Funding	\$0	\$0	\$0
Local Funding	\$25,225,570	\$2,238,419	\$22,287,151
Federal Funding	\$0	\$3,415,098	\$0

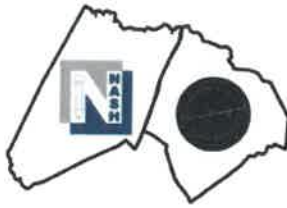
Exhibit 3: Impact on Facilities & Staffing

****Notes:** State and Federal fiscal impact amounts are projected estimates as some funds are tied to Average Daily Membership (enrollment). Federal funding impact is significant due to Federal Grant Funds awarded to individual schools. Local funding includes Capital Outlay, county appropriation and fines/forfeitures.



PRC	Description	2022-2023	2022-2023 less Edgecombe Students*	Reduction
001	Classroom Teachers	705 Positions	587 Positions	(118 Positions)
003	Non-Instructional Support Personnel - (Includes Custodians) -Finance	\$4,055,159.00	\$3,601.68 5.22	(\$453,474)
005	Principals and A/Ps-Finance	500 Months	432 Months	(68 Months)
007	Instructional Support	71 Positions	62 Positions	(9 Positions)
013	Career Technical Education	68 Positions	62 Positions	(\$448,800) (6 Positions / 60 MOEs)
014	Career Technical Education - Program Support	\$235,295.00	\$214,257.00	(\$21,038)
027	Teacher Assistants	106 Positions	90 Positions	(16 Positions)
029, 032, 063	Exceptional Children	160 positions	139 positions	(\$1,153,019) (21 Positions)
034	Academically Gifted	\$816,503.00	\$723,554.88	(\$176,202.63)
061	Classroom Materials/Instructional Supplies and Equipment	\$456,710.00	\$398,432.14	(\$58,278)

Exhibit 4: State Funding



Staffing Plan

NCPS' primary objective for the plans is to recruit both instructional and non-instructional personnel, thereby ensuring a smooth transition on the scheduled date of 2024.

School	Certified FT (State)	Certified FT (Local)	Certified FT/PT (Federal)
Baskerville	16.2 (Includes PE, Art, Music) 1 EC 3.3 (Includes Guidance, Media, S. Worker, Nurse, AIG, ML) 2 (Principal & AP)	N/A	3.5 (Literacy Coach, 2 nd Grade, PT Reading Intervention & PT Instructional Coach & PT Dean of Students) 2 EC Teachers
Baskerville	<u>Classified FT (State)</u> 6 TA's 2 EC TA's 2 Clerical 2.5 Custodians	<u>Classified FT (Local)</u> N/A	<u>Classified FT/PT (Federal)</u> 1 EC TA 1 PT TA 3 FT & 3 PT School Nutrition
D.S. Johnson	<u>Certified FT (State)</u> 18 (Includes PE, Art, Music) 3.4 (Includes Guidance, Media, S. Worker, Nurse, AIG, ML) 2 (Principal & AP)	<u>Certified FT (Local)</u> N/A	<u>Certified FT/PT Federal</u> 1 Literacy Coach 1 Instructional Coach 1 MTSS Facilitator 2 Teachers 2 EC Teachers
D.S. Johnson	<u>Classified FT (State)</u> 3 TA's 1 EC 2 Clerical 2 FT & 2 PT Custodians	<u>Classified FT (Local)</u> N/A	<u>Classified FT/PT (Federal)</u> 1 ISS Coordinator 2 TA's 1 PT Tutor 3 FT & 3 PT School Nutrition
Fairview	<u>Certified FT (State)</u> 17.8 (Includes PE, Art, Music) 1 EC 2.6 (Includes Guidance, Media, S. Worker, Nurse, AIG, ML) 2 (Principal & AP)	<u>Certified FT (Local)</u> 1 EC Teacher	<u>Certified FT/PT Federal</u> 3 Full Release MCL's
Fairview	<u>Classified FT (State)</u> 8 TA's 1 EC 2 Clerical 2 FT & 2 PT Custodians	<u>Classified FT (Local)</u> N/A	<u>Classified FT/PT (Federal)</u> 1 TA 1 Behavior Specialist 3 FT & 2 PT School Nutrition
J.W. Parker	<u>Certified FT (State)</u> 13 (Includes Art, Music & PE) 1 EC 1 CTE 2.85 (Includes Guidance, Media, S. Worker, Nurse, AIG, ML) 2 (Principal & AP)	<u>Classified FT (Local)</u> N/A	<u>Certified FT/PT Federal</u> 2 Teachers 1 Deans of Students 1 MTSS Facilitator 1 EC Teacher
J.W. Parker	<u>Classified FT (State)</u> 1 TA 3 Clerical 2 FT & 1 PT Custodian	<u>Classified FT (Local)</u> N/A	<u>Classified FT/PT (Federal)</u> 1 Read 180 Facilitator 2 Reach Associate 1 CIS Support Spec. 1 FT, 2 PT, 2 PT Subs School Nutrition

Exhibit 5: Certified and Classified Full Time and Part Time Staff



Funding

Funding Summary of Federal Assets			
School	Federal (PRC 050,115,105, 117)	ESSER (PRC 163,171,181)	Total per School
Baskerville	\$1,699.82	\$87,057.23	\$88,757.05
DS Johnson	\$158,169.84	\$76,823.29	\$234,993.13
Fairview	\$60,034.76	\$77,820.66	\$137,855.42
Parker	\$173,108.66	\$288,762.41	\$461,871.07
Total	\$393,013.08	\$530,463.59	\$923,476.67

Exhibit 6: Funding Summary of Federal Assets

PRC Descriptors	
50	Title I
105	CSI (Comprehensive School Improvement)
115	IPG (Innovative Partnership Grant)
117	SIG (School Improvement Grant)
163	CARES (ESSER I)
171	ESSER II
181	ESSER III

Exhibit 7: PRC Descriptors

Year of Life Expectancy	
2023	1
2022	2
2021	3
2020	4
2019	5
2018	6
2017	7
2016	8

Exhibit 8: Year of Life

Fixed Asset Depreciation Schedule

[Federal Equipment/Furniture/Technology Inventory List](#)



Communication and Engagement

In preparation for the impending demerger, significant strides have been taken in the period leading up to July 2023. Collaborations with the Nash County Geography Team and extensive discussions on school board map revisions were pivotal steps in aligning our school districts. The formation of a comprehensive demerger plan, addressing potential impacts on roles, programs, and activities, has been a core focus. The CPE department also embarked on branding the demerger as "Growing Forward Together," accompanied by a symbolic logo. Content curation, historical research, and legislative documentation compilation have all contributed to the robust groundwork, complemented by a carefully designed landing page and communication strategy.

Moving into August 2023, efforts continue by actively crafting NPS board of education presentations, refining timelines, and editing the demerger plan. Cabinet members are closely involved in detailing their timelines, while the creation of demerger-related templates facilitates streamlined communications. Collaboration across various departments ensures tailored content for staff, students, guardians, and stakeholders, while the "Growing Forward Together" campaign is gradually unveiled. Furthermore, the career fair landing page is in development, aligning with our commitment to a well-planned demerger process.

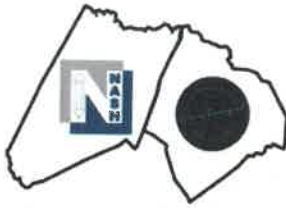
As we approach September and beyond, a comprehensive strategy involving vendor meetings, community/advisory council planning, and career fair launch takes shape. Regular engagement with the Demerger Task Force and a steadfast focus on communication strategies ensures a smooth transition for staff, students, and the community. Our multi-faceted approach encompasses IT integration, stakeholder feedback mechanisms, contract reviews, and an ongoing commitment to assessing and enhancing the demerger process. From preparing detailed timelines and fostering stakeholder engagement to evaluating program impacts and fostering a sense of unity through "Growing Forward Together," we remain dedicated to a seamless and successful demerger process.

Student & Family Engagement:

Community engagement holds a central role in the accomplishment of school transfers, mergers, and launches. In this regard, the district has introduced an all-encompassing community engagement strategy aimed at facilitating the transitions within our schools. A comprehensive community engagement plan has been meticulously developed to ensure a seamless transition process, and community engagement meetings are scheduled to initiate during the week of September 9.

Our duties include:

1. Orchestrating communication and outreach efforts directed at Nash County residents impacted by the impending school transfers, with specific attention to those enrolled in the four schools situated within Edgecombe County.
2. Arranging and overseeing student and family forums to collect valuable input and



- address any concerns that may arise.
3. Collaborating in the formulation of outreach materials tailored for family engagement meetings, especially those involving families of exceptional children (EC) residing in Nash County and attending the four Edgecombe County schools.
 4. Coordinating the communication outreach endeavors on behalf of Edgecombe County Public Schools, with a focus on residents within Edgecombe County whose children attend Nash County Public Schools.
 5. Our commitment to effective community engagement remains fundamental in ensuring the successful transition process for all stakeholders involved.

Student Transition

Our Student Support Services team will ensure that all students receiving student support services are appropriately identified, thus ensuring uninterrupted services for the upcoming school year. Town hall meetings have been specifically designed for this purpose.

For EC/504 students, the Student Services staff will guarantee a seamless transition for those with an Individualized Education Plan (IEP) or a Section 504 Plan, ensuring the provision of appropriate services at the outset of the school year. The Director of Student Services at NCPS will share a list of students receiving services based on an IEP or 504 Plan with the Student Services and Exceptional Education Directors in ECPS. NCPS will ensure that each plan undergoes a thorough review, with all re-evaluations being up to date prior to the student's transition to ECPS. Parents will receive a copy of each current plan.

Our Student Support Services team will continue to monitor and ensure the appropriate identification of all students receiving these services, with the aim of preventing any disruptions in services for the upcoming school year. Town hall meetings have been scheduled specifically to facilitate this process.

For EC/504 students, the Student Services staff will maintain their commitment to a seamless transition for those with an Individualized Education Plan (IEP) or a Section 504 Plan, ensuring the provision of suitable services at the commencement of the school year. The Director of Student Services at NCPS will collaborate with the Student Services and Exceptional Education Directors in ECPS by sharing a list of students currently receiving services based on an IEP or 504 Plan. NCPS will diligently oversee each plan's review, ensuring that all re-evaluations are current before the student transitions to ECPS. Parents will receive a copy of each updated plan.

Student Transfer Timeline for Demerger:



July 2023:

Nash and Edgecombe will determine which grade level of students will be eligible for being legacy to remain enrolled in Nash to present both BOE and County Commissioners for approval. They will also decide whether Nash or Edgecombe County will fund the students locally who remain enrolled in Nash through the legacy process or if those students will have to pay tuition. Furthermore, the expectation of transportation for students who are legacy to remain in Nash will be clarified. Town hall meetings have been scheduled specifically for this process.

August 2023:

A meeting with the Communications Department is planned to devise a communication plan for families concerning current 9th-12th (rising 10th-13th) grade students who wish to be legacy in and remain enrolled in NCPS for the 2024-2025 school year. Additionally, participation in community meetings with ECPS is scheduled to provide support for any questions that may arise from the community about the tentative legacy and transfer process.

September and October 2023:

The initiation and continuation of a communications campaign to inform families through media and social media outlets about the transition process for current K-8th (rising 1st-9th) grade students who will attend ECPS during the 2024-2025 school year is planned. The Student Information department will manage a spreadsheet identifying these students by grade level, including student names, PowerSchool Number, school, gender, grade, address, contact number, Custodial, and guardian(s)/parent(s) name(s) for all students living on the Edgecombe County side of Rocky Mount but attending NCPS. This spreadsheet aims to track students who have withdrawn from NCPS and those who have enrolled in NCPS while residing on the Edgecombe County side of Rocky Mount on a month-to-month basis.

November and December 2023:

The commencement of the communications campaign to inform families about the transfer process for current 9th-12th (rising 10th-13th) grade students who wish to be legacy students is planned for November and December. Additionally, community information meetings will be hosted during these months for the students and their families who meet the requirements for the transfer legacy process. The Student Information department will continue managing the aforementioned spreadsheet to track student data.

January 2024:

Current 9th-12th (rising 10th-13th) grade students who wish to become legacy students will be part of the student transfer process, set to begin in January 2024. These students must submit a transfer request to be released from Edgecombe County Schools, a process referred to as the



"Opt-in to Stay in NCPS." Meanwhile, students enrolling in ECPS must complete the ECPS enrollment process. A spreadsheet will be created to identify students as "Opt-in to Stay in NCPS" or those transitioning to ECPS. The Student Information department will continue managing the spreadsheet to monitor student status.

February and March 2024:

The processing of current 9th-12th (rising 10th-13th) grade students who wish to "Opt-in to Stay in NCPS" will continue in February and March. These students must submit a transfer request and be released from Edgecombe County Schools. The Student Information department will maintain the spreadsheet tracking student information.

March 2024:

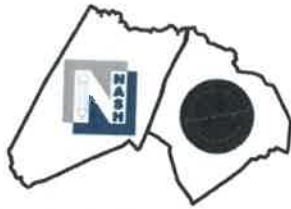
March 22, 2024, will serve as the deadline for current 9th-12th (rising 10th-13th) grade students and their families who wish to "Opt-in to Stay in NCPS" in the student transfer process. This coincides with the timeline for allotment meetings with principals of several schools, including Rocky Mount High School, Nash Rocky Mount Early College, CITI High School, Northern Nash High School, Tar River Academy, and Nash Central High School. This will aid in obtaining an accurate count of students enrolled in the schools affected by this process. The Student Information department will continue managing the spreadsheet to track student data.

April 2024:

An official roster of the current 9th-12th (rising 10th-13th) grade students remaining in Nash through the "Opt-in to Stay in NCPS" process will be created, along with a roster of students transitioning to ECPS, to be shared with ECPS. Student Services will send a letter to each student and their family approved for the opt-in process, explaining the rules and regulations. The release form of ECPS 10th-12th Grade Students who will be staying in NCPS will be received. Additionally, all K-8th students residing in Edgecombe County will receive a formal letter about the transfer process to ECPS for the 2024-2025 academic year from the district office. This letter will explain the rules and regulations of the demerger process for the students and their families transitioning to ECPS. The Student Information department will continue managing the spreadsheet to track student data.

May 2024:

Ongoing communication with students and their families approved for the "Opt-in to Stay in NCPS" and those transitioning to ECPS will continue in May 2024. This will involve explaining the rules and regulations of the demerger. Releases of students from Edgecombe County Public Schools to remain in Nash County Public Schools will also be received. On May 31, 2024, the Student Information department will finalize the spreadsheet tracking student data for all relevant students.



September 2024:

On September 23, 2024, the 20th day of school, the Student Information Department will identify all students enrolled through the opt-in process and those who have not enrolled through the opt-in process. Nash County Board of Education, Nash County Commissioners, Edgecombe County Board of Education, Edgecombe County Commissioners, will receive an official count of the legacy students enrolled in Nash and those who are not. Edgecombe will also receive a list with student names, UID numbers, and grade levels.

Student Records:

Nash County Public Schools staff will assist in handling cumulative records to ensure that all pertinent files are intact and readily accessible to Edgecombe County Public Schools. Cumulative records folders for K-8th (rising 1st-9th) grade students living on the Edgecombe County side of Rocky Mount will be identified and grouped with other folders in the records room, beginning in September 2023 and managed throughout the school year. After March 22, 2024, cumulative records for 9th-12th (rising 10th-13th) grade students who choose not to "opt-in" will also be grouped together. The records contacts will review the Student Information department's spreadsheet monthly to track student information. From May 1, 2024, to June 5, 2024, student records for relevant students will be purged according to BOE and State policy and brought to the warehouse, sorted by school and grade, and then transported to ECPS district records contact.

Safety & Security

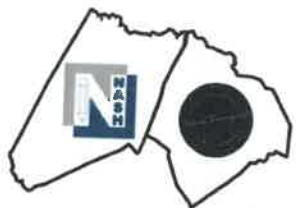
All safety and security equipment that is in any school or building that will be transferred to ECPS will remain in the building with the exception of equipment purchased with federal funding. We will follow federal and state guidance for any such equipment to be acquired by ECPS.

Transportation

A primary area of focus for Transportation staff will be utilizing residence information for students within the attendance zone boundary NCPS to begin planning: adequate bus driver/operator staffing, optimal bus stop route scheduling, and opportunities to perform practice runs before the start of the new school year.

Quantity of Busses:

On September 25th, the Transportation Department will generate a report indicating the count of students residing on the Edgecombe side of Rocky Mount who utilize bus transportation



services at each school. This report will encompass data from the first 20 days of the school year, and we intend to categorize this information according to grade levels.

Currently, our estimate places the required number of buses between 5 and 8. We refrain from specifying a precise number at this juncture, as it is contingent upon the average number of K-8th grade students currently utilizing bus transportation on the Edgecombe County side of Rocky Mount for the 2023-2024 school year.

Type of Bus:

All buses utilized for this transition will be 66-passenger Yellow School Buses. It's important to note that ECPS's bus garage is specifically equipped to accommodate 66-passenger Yellow School Buses. In contrast, the newest and largest buses in the NCPS fleet are 72-passenger Yellow School Buses.

Currently, there are ongoing discussions and processes with the NCDPI Transportation Department concerning the transfer of buses. This is particularly crucial since all of our 66-passenger Yellow School Buses are older models. The Transportation Directors from both ECPS and NCPS are collaborating to gain further clarity on this matter. It's important to highlight that no Activity Buses are being transferred as part of this process.

Bus Timeline:

On August 31, 2023, the Directors of Transportation for NCPS and ECPS will meet to discuss preliminary measures regarding the transfer of buses. These measures will consider various factors, including the number of students currently using buses in grades K-8th, the necessary documentation for bus transfers to ECPS, the scheduled transfer date, and any personnel associated with the process. It's important to note that any equipment, such as cameras purchased with Federal funds, will either remain with NCPS or require ECPS to make a purchase.

On September 25th, the Transportation Department will generate a report detailing the number of students at each school who reside on the Edgecombe side of Rocky Mount and use bus services. This report will cover data from the first 20 days of the school year, categorized by grade level.

Subsequently, the Transportation Department will repeat this process monthly to monitor the number of students living on the Edgecombe County side of Rocky Mount, categorized by grade level. This data will serve as a valuable resource for determining the required number of buses, considering the average student ridership by grade level throughout the 2023-2024 school year.

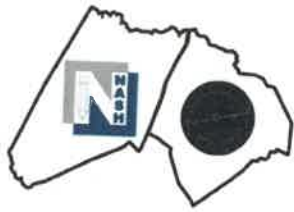
Furthermore, the Directors of Transportation for both NCPS and ECPS will convene monthly to address any new developments and concerns. They will also collaborate with the NCDPI transportation department throughout this process.



It's essential to mention that the ECPS transportation garage can only accommodate buses up to a 66-passenger capacity or smaller. Consequently, all 66-passenger buses from NCPS will be transferred to ECPS, along with the associated paperwork and documentation.

Notably, no transportation personnel will be transferred from NCPS to ECPS. The official transfer of buses to ECPS is scheduled for July 1, 2024.

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Technology

The Technology Dept. will work with school leadership and prospective departments to verify all Technology assets, cost and funding sources.

Verify all Technology Assets, Costs, and Funding Sources:

The Technology Department will carry out a comprehensive verification of all technology assets, encompassing hardware, software, and equipment, along with their associated costs and funding sources. School technicians will utilize our inventory asset program, Incident IQ, to conduct a walkthrough of each school, confirming assets and funding sources. This process will guarantee the accuracy of information for the allocation and transfer of assets during the demerger.

Identify and Meet with Impacted Vendors:

Several meetings with impacted vendors are required to determine if renegotiating or transferring current contracts are to be considered. See impacted vendors below:

- Conterra (Fiber/Broadband),
- Canon (Copier Services),
- Converged Networks (VOIP Services),
- Cisco/Meraki (Network Licensure),
- HikVision (Security Cameras, Licenses, and Support), and BrightSpeed (Fax/Pot Lines)

Determine/Discover Infrastructure Needs and Compatibility:

The Network Infrastructure is one of the most important necessities to operate a school facility. However, there are differences in hardware preference per district. Because of such, multiple meetings are to be scheduled to determine the best hardware solution along with a budget discussion to accomplish turn key access. ((FCC) 2019) E-Rate consultants will be involved in this process to provide guidance being that most school network infrastructure/hardware is funded by E-Rate.

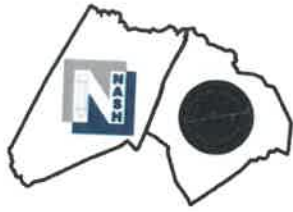


Facility	(Student Devices, Staff Devices, Cameras, Scanners, Projectors, Interactive Boards, Printers, and Televisions)
Baskerville Elementary	\$87,057.23
D.S. Johnson Elementary	\$116,143.78
Fairview Elementary	\$81,898.01
J.W. Parker Elementary	\$109,669.83
Teacher Resource Center	N/A
TOTAL	\$394,768.85

Exhibit 7: Impact on Technology

Examples:

- Student Chromebooks
- Teacher Laptops
- Interactive board



Conclusion

In conclusion, this report provides a comprehensive overview of Nash County Public Schools' journey, spanning from its inception in 1991 to the upcoming demerger and transition process in 2024. Over the years, the district has evolved through mergers and transformations, maintaining a steadfast commitment to providing quality education. As we move forward with the demerger plan, it is crucial to recognize the significant responsibilities undertaken by various departments, such as the Office of the Superintendent, Student Support Services, Academics and Accountability, Finance, Human Resources, and more. Each department plays a pivotal role in ensuring a seamless transition for students, staff, and the community.

Communication and engagement with all departments, have been at the forefront of our preparations, with the "Growing Forward Together" campaign and a well-defined communication strategy aimed at keeping all stakeholders informed and engaged. The support of the community is instrumental in the success of this demerger, and we are committed to addressing concerns, collecting input, and fostering unity throughout the process. The timeline for student transfers, records management, safety and security, transportation, and technology considerations has been meticulously outlined to ensure a smooth transition. We remain dedicated to our mission of providing the best possible educational experience for our students, and this report reflects our commitment to embracing change and nurturing an inclusive learning environment. As we embark on this transformative journey, we look forward to a bright future for Nash County Public Schools and Edgecombe County Public Schools, working together for the benefit of all students.



Appendix

Fixed Asset Depreciation Schedule

Asset Group: 00

Short Description: User 1:

Long Description: User 1:

Salvage Percent:

Replacement Percent: 100

Asset Life: .0

Asset Group: 001

Short Description: LAND

Long Description: LAND

Salvage Percent:

Replacement Percent: 100

Asset Life: .0

Asset Group: 020

Short Description: LAND IMP

Long Description: LAND IMPROVE

Salvage Percent:

Replacement Percent: 100

Asset Life: 15.0

Asset Group: 030

Short Description: BLDG

Long Description: Buildings

Salvage Percent:

Replacement Percent: 100

Asset Life: 50.0

Asset Group: 040

Short Description: OTDR REC

Long Description: OUTDOOR REC EQ

Salvage Percent:

Replacement Percent: 100

Asset Life: 5.0

Asset Group: 050

Short Description: BLDG IMP

Long Description: Building Improv

Salvage Percent:

Replacement Percent: 100

Asset Life: 50.0

Asset Group: 100

Short Description: ATH EQ

Long Description: ATHLETIC EQUIP

Salvage Percent:

Replacement Percent: 100

Asset Life: 5.0

Asset Group: 150

Short Description: AV EQUIP

Long Description: AV EQUIPMENT

Salvage Percent:

Replacement Percent: 100

Asset Life: 5.0

Asset Group: 160

Short Description: EQUIP-RM

Long Description: EQUIPMENT - RM

Salvage Percent:

Replacement Percent: 100

Asset Life: 5.0

Asset Group: 180

Short Description: COMM EQ

Long Description: COMMUN EQUIP

Salvage Percent:

Replacement Percent: 100

Asset Life: 5.0

Asset Group: 200

Short Description: BOOKS

Long Description: BOOKS MULTI MED

Salvage Percent:

Replacement Percent: 100

Asset Life: 5.0

Asset Group: 210

Short Description: STADIUM

Long Description: STADIUM

Salvage Percent:

Replacement Percent: 100

Asset Life: 50.0

Asset Group: 215

Short Description: ATHL COM

Long Description: ATHLETIC COMP,

Salvage Percent:

Replacement Percent: 100

Asset Life: 50.0

Asset Group: 230

Short Description: SOFTWARE

Long Description: COMP SOFTWARE

Salvage Percent:

Replacement Percent: 100

Asset Life: 3.0

Asset Group: 235

Short Description: CONSTR

Long Description: CONSTR IN PROG

Salvage Percent:

Replacement Percent: 100

Asset Life: 50.0



Asset Group: 250
Short Description: BUS. MCH
Long Description: BUSINESS MACH
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 270
Short Description: COMP EQ
Long Description: COMPUTER EQUIP
Salvage Percent:
Replacement Percent: 100
Asset Life: 3.0

Asset Group: 280
Short Description: PLAY EQ
Long Description: PLAY EQUIP
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 300
Short Description: TOOLS
Long Description: MACH. & TOOLS
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 310
Short Description: MAINT EQ
Long Description: MAINTENANCE EQ
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 400
Short Description: FS EQUIP
Long Description: FOOD SERVICE EQ
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 410
Short Description: CN VEHIC
Long Description: FOOD SVC VEHICL
Salvage Percent:
Replacement Percent: 100
Asset Life: 6.0

Asset Group: 450
Short Description: INSTRMNT
Long Description: INSTRUMENTS
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 470
Short Description: LAW EQ
Long Description: LAW ENFORCE EQ
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 500
Short Description: LAB/ENG
Long Description: LAB/SCEINCE/ENG
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

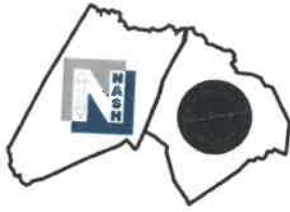
Asset Group: 550
Short Description: FIRE EQ
Long Description: FIRE EQUIP
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 575
Short Description: UNIFORMS
Long Description: UNIFORMS
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 600
Short Description: FURN
Long Description: FURNITURE
Salvage Percent:
Replacement Percent: 100
Asset Life: 10.0

Asset Group: 700
Short Description: STAGE
Long Description: STAGE & AUDIT.
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 750
Short Description: GRNDS EQ
Long Description: GROUNDS EQUIP
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0



Asset Group: 800
Short Description: VEHICLES
Long Description: VEHICLES
Salvage Percent:
Replacement Percent: 100
Asset Life: 6.0

Asset Group: 825
Short Description: BUSES
Long Description: BUSES
Salvage Percent:
Replacement Percent: 100
Asset Life: 12.0

Asset Group: 850
Short Description: CONST EQ
Long Description: CONSTR EQUIP
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 900
Short Description: FINE ART
Long Description: FINE ARTS
Salvage Percent:
Replacement Percent: 100
Asset Life: 5.0

Asset Group: 999
Short Description: DIPOSE
Long Description: DIPOSAL
Salvage Percent:
Replacement Percent: 100
Asset Life:

Draft



Federal Equipment/Furniture/Technology Inventory List

Draft: Property of NCPS, do not share.



Sources Cited

<https://www2.ed.gov/about/inits/ed/non-public-education/other-federal-programs/fcc.html>

(FCC), Agency: Federal Communications Commission, September 3, 2019
<https://www2.ed.gov/about/inits/ed/non-public-education/other-federal-programs/fcc.html>

<https://www2.ed.gov/print/about/inits/ed/non-public-education/other-federal-programs/fcc.html>

Draft: Property of NCPS, do not share.



IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement and Plan of Transfer as of the date first written above.

Name: Nash County Public Schools

Title: _____

Date: _____

Signature: _____

Name: Edgecombe County Public Schools

Title: _____

Date: _____

Signature: _____

Name: Nash County Board of Commissioners

Title: _____

Date: _____

Signature: _____

Name: Edgecombe County Board of Commissioners

Title: _____

Date: _____

Signature: _____



ATTACHMENT #7

Resolution Recognizing November as **Native American Heritage Month**

WHEREAS, the Edgecombe County Board of Commissioners acknowledges the rich and diverse cultural heritage that has shaped our County; and

WHEREAS, North Carolina is home to a significant Native American population, with historical roots that extend back millennia, and it boasts the largest Native American population east of the Mississippi River; and

WHEREAS, Edgecombe County is steeped in Native American history, as it was once heavily populated multiple Native American tribes, the most prominent being the Tuscarora Nation; and

WHEREAS, Native Americans have made and continue to make significant contributions to the social, economic, cultural, and political life of our State and Nation; and

WHEREAS, November has been designated as Native American Heritage Month to recognize and celebrate the rich cultural traditions, contributions, and history of Native American peoples; and

WHEREAS, it is essential to promote awareness and understanding of the unique heritage, traditions, and challenges faced by Native Americans throughout our Nation and indigenous people around the world.

NOW, THEREFORE, BE IT RESOLVED, that the Edgecombe County Board of Commissioners officially recognizes the month of November as "Native American Heritage Month" in Edgecombe County, North Carolina.

ADOPTED this 6th day of November, 2023.

Signed:

Attest:

Leonard Wiggins, Chairman

Frangie Mungo, Clerk

ATTACHMENT #8

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 11/2/23
Re: Easement Agreement – City of Rocky Mount



The City of Rocky Mount is requesting a utility easement on property used by Edgecombe Community College at their Rocky Mount Campus. The proposed easement is on a section of the campus that the County owns and leases for the Biotech Training Center. The lease agreement and related maps are attached.

I recommend that you approve the enclosed easement agreement as presented.

**THIS INSTRUMENT PREPARED BY CITY OF ROCKY MOUNT,
POST OFFICE DRAWER 1180, ROCKY MOUNT, NORTH CAROLINA 27802-1180**

**NORTH CAROLINA
EDGECOMBE COUNTY**

ELECTRIC UTILITY EASEMENT

THIS EASEMENT DEED made this ____ day of June, 2023, by and between **EDGECOMBE COUNTY**, a body politic and corporate of the State of North Carolina whose mailing address is PO Box 10, Tarboro, NC 27886 ("**Grantor**"), and the **CITY OF ROCKY MOUNT**, a North Carolina municipal corporation whose mailing address is Post Office Box 1180, Rocky Mount, North Carolina, 27802, ("**Grantee**"). The designations "Grantor" and "Grantee" as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context;

W I T N E S S E T H:

Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee the perpetual right, privilege, and easement of right-of-way to construct, inspect, enlarge, operate, maintain, repair, and reconstruct aboveground and underground electrical distribution lines and facilities, including, without limitation, junction cabinets, pad mount transformers, and

secondary pedestals (collectively "Facilities"). Grantee shall have the right to assign or transfer without limitation, all or any part of the rights, privilege and easement of right-of-way granted herein. The easement of right-of-way (the "Easement") extends, above, under and across a portion of certain land of Grantor **known as 145 Washington Street, Rocky Mount, Edgecombe County, North Carolina**, said Easement being more particularly described on Appendix 1, attached hereto and incorporated herein by reference.

All Facilities placed above, on top of, or under said Easement by Grantee shall be and remain the property of Grantee. Grantee shall have the right to inspect, remove, repair, replace, and improve its Facilities and to make such changes and additions to the same within the Easement as Grantee from time to time may deem advisable.

Grantor shall have the right to use the above ground area of the Easement provided such use does not interfere in any way with Grantee's use of the Easement. Grantee shall have the sole and exclusive right to use the entire area beneath the surface of the Easement for its Facilities, and neither Grantor, nor anyone claiming under Grantor, shall place or bury any wire, fiber optic, cable, line, pipe, drain, culvert, structure, foundation, or similar or dissimilar facility in the ground beneath the perpetual easement without the express prior written consent of Grantee.

Grantor hereby grants a temporary construction easement 10 feet in width on either side of the Easement for the purpose of allowing the construction and installation of the Facilities. The temporary construction easement is to allow for the movement of construction equipment, excavation, fill, and storage of materials such as pipe, wire, etc., and shall terminate upon the

completion of construction of the Facilities, or two (2) years from the date this instrument is recorded, whichever occurs first.

For the purpose of constructing, inspecting, enlarging, operating, maintaining, repairing and reconstructing its Facilities, Grantee shall have the right of ingress to and egress from the Easement over such private roads as may now or hereafter exist on the property of Grantor. Any damages resulting to such private roads from such use shall be repaired by Grantee at its expense. The right, however, is reserved to Grantor to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the Easement, Grantee shall have such right of ingress and egress over the property of Grantor adjacent to the Easement and lying between public or private roads and the Easement, in such manner as shall occasion the least practicable damages and inconvenience to Grantor. Grantee shall be liable for any damages resulting from its exercise of the right of ingress and egress.

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

And Grantor covenants with Grantee, that Grantor is seized of the Easement, rights, and privileges; that Grantee shall have quiet and peaceable possession, use and enjoyment of the Easement, rights and privileges, and that Grantor shall execute such further assurances thereof as may be required.

IN WITNESS WHEREOF, the Grantor has executed this instrument under seal, having adopted the typewritten word "(SEAL)" to the right of Grantor's signature as Grantor's personal seal, as of the day and year first above written.

EDGECOMBE COUNTY

By: _____ (SEAL)
Leonard Wiggins, Chairman of the
Board of County Commissioners

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, Notary Public, for the County and State aforesaid, do hereby certify that Leonard Wiggins personally appeared before me this day and acknowledged that he is the Chairman of the Board of County Commissioners, and that by authority duly given and as the act of such entity, s/he signed the foregoing instrument on behalf of said entity.

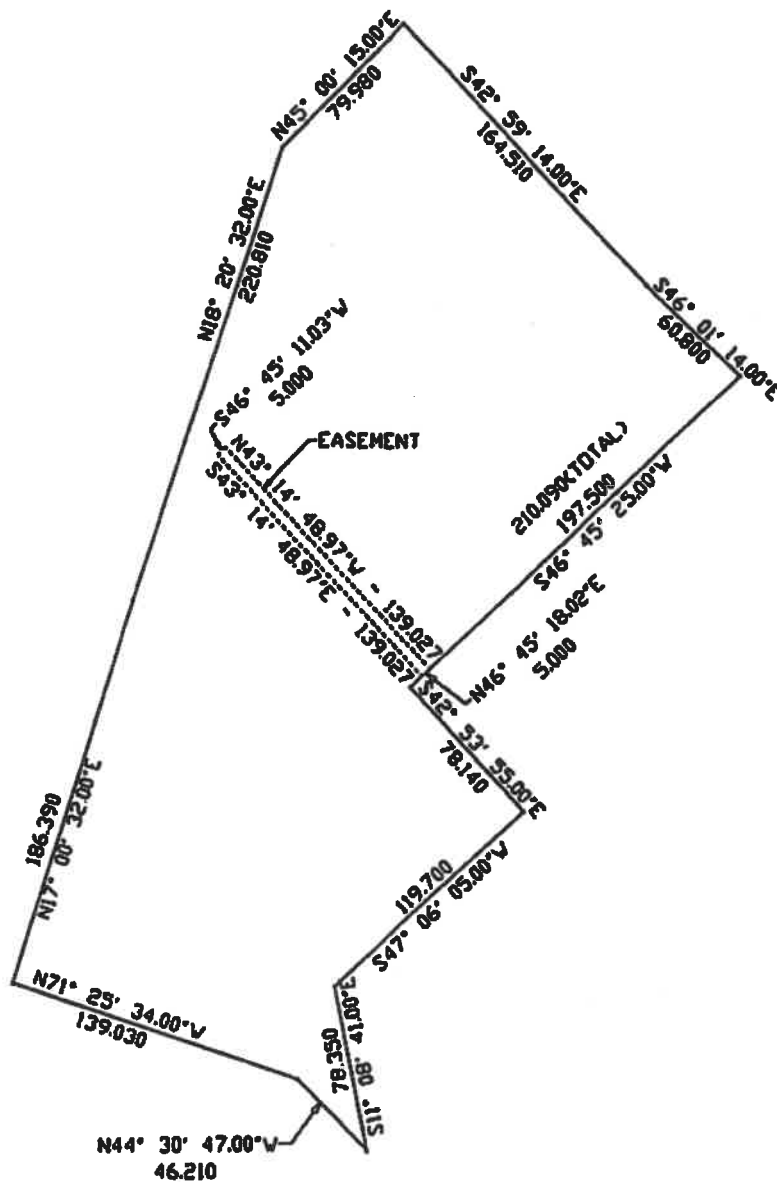
Witness my hand and official seal, this the _____ day of June, 2023.

(SEAL)

Notary Public (Signature)

Notary Public (Printed Name)

My Commission Expires: _____



ROCKY MOUNT
PUBLIC WORKS
THE CENTER OF IT ALL

**UTILITY EASEMENT ACROSS PROPERTY OF
EDGECOMBE COMMUNITY COLLEGE**
145 WASHINGTON STREET, ROCKY MOUNT, N.C.

Scale: 1" = 80'

Drawing No.
D-



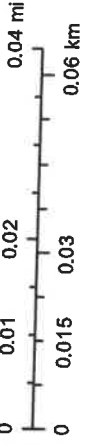
PIN: 375969962900
OWNER: EDGECOMBE COUNTY
ADDRESS: PO BOX 10
CITY: TARBORO
STATE: NC
ZIP: 27886
LOCATION: 145 WASHINGTON STRE
PROPERTY DESCRIPTION:
LOT 2 PC11 S220
DEED DATE: 10/7/2014
SALE PRICE: 0
DEED LOC: 1620/1095
ACCOUNT: 24300
ACREAGE: 1.81
LAND VALUE: 63350
BLDG VAL: 3845582
NET VALUE: 3908932
DEFERRED: 0
SUBDIVISION:
TAX CODES: C02
ZONING:



Edgecombe County

October 30, 2023

1 inch = 107 feet



ATTACHMENT #9

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 11/2/23
Re: Health Department COVID Vaccine Fee



The latest COVID-19 vaccine is becoming available to the Health Department. Being that the cost of the vaccine has changed, a new fee needs to be set. For your consideration is the COVID Vaccine administration fee schedule per the attached.

The Human Services Board did not have a quorum at their last meeting, and therefore, did not vote on a recommendation. However, there was a consensus of those present to recommend your approval of the new fee.



EDGECOMBE COUNTY HEALTH DEPARTMENT

a division of the

Edgecombe County Human Services Agency

PO Box 100

122 E. St. James Street • Tarboro NC 27886

252-641-7511



TO: Eric Evans, Edgecombe County Manager

FROM: Michelle Etheridge, Health Director

DATE: October 3, 2023

RE: Proposed Fee from the ECHD

Attached please find spreadsheet with proposed fees for Covid Vaccine which shows how the fee was determined. Included last is the form with instructions on how we set a fee from our state consultant.



Rocky Mount Office • Edgecombe Dental Office • Environmental Health
252-985-4100 252-641-1331 252-641-7573

Clinic Name/Visit Type: Visit Cost

Organization: Year:

Department: Submitted by:

Cost of (plug in visit type):

Supply Cost: Incidental Cost: Total Cost:

HR Cost: LAB Cost: New FEE

Cost of Clinic Supplies					
Line	Item	Description/Justification	Qty.	Unit Cost/Rate	Total
1	Table Paper	6 Feet of Table Paper	1	\$ -	0.00
2	Gloves - NS	1 Pairs of Non-sterile Gloves	1	\$ 0.14	0.14
3	Gloves - S	1 Pair of Sterile Gloves	1	\$ -	0.00
4	Drape	1 Drape	1	\$ -	0.00
5	PH Paper	1 Strip	1	\$ -	0.00
6	Speculums	1 Speculum	1	\$ -	0.00
7	Cavi Wipes	1 Wipe	1	\$ -	0.00
8	Paper Towels	2 Paper Towels	1	\$ -	0.00
9	Tissues	5 Tissues	1	\$ -	0.00
10	Cape	1 Cape	1	\$ -	0.00
11	Tongue Depressor	1 Tongue Depressor	1	\$ -	0.00
12	6 inch Applicator	1 - 6 Inch Applicator (Dacron)	1	\$ -	0.00
13	8 inch Applicator	1 - 8 Inch Applicator (Big Swab)	1	\$ -	0.00
14	Normal Saline	1ml Normal Saline	1	\$ -	0.00
15	Saline Tube	1 Saline Tube	1	\$ -	0.00
16	Specimen Slide	1 Specimen Slide	1	\$ -	0.00
17	Calgi Swap	1 Calgi Swap	1	\$ -	0.00
18	KY Jelly	1 oz KY Jelly	1	\$ -	0.00
19	GC/Chi NAAT Probe	1 GC/Chi NAAT Probe	1	\$ -	0.00
20	Covid Vaccine	Cost of for 1 vaccine -prefill vaccine	1	\$ 115.64	115.64
				Grand Total	115.78

Organization:	Edgecombe County Health Department	Year:	2023-2024
Department:	Covid Vaccine	Submitted by:	Karen Fellows 100223
Cost of (plug in visit type):			
Supply Cost:	\$116	Incidental Cost:	\$0
HR Cost:	\$19	LAB Cost:	\$0
		Total Cost:	\$135

New Fee

Cost of Human Resources					
Line	Item	Description/Justification	Time	Unit Cost/Rate	Total
1	Physician/FNP	Amount of Time MD Spends w/Patient			0.00
2	Mid-Level	Amount of Time Mid-Level Spends w/Patient			0.00
3	Immunization Nurse	Amount of Time RN Spends w/Patient	0.5	\$ 20.86	10.43
4	Lab Staff	Amount of Time LAB Staff Spends w/Patient		\$ -	0.00
5	MOA	Amount of Time MOA Spends w/Patient		\$ -	0.00
6	Registration	Amount of Time Registrar Spends w/Patient	0.25	\$ 15.99	4.00
7	Eligibility	Amount of Time Eligibility Spends w/Patient		\$ -	0.00
8	Purchasing	Amount of Time Cashier Spends w/Patient		\$ -	0.00
9	Billing-Set up Pt Pay-appt	Amount of Time Billing Spends w/Patient			5.02
10	Interpreters	Amount of Time Interpreters Spends w/Patient	0.25	\$ 20.08	5.02
					0.00
					0.00
					0.00
					0
					0
				Grand Total	\$19

Clinic Name/Visit Type: Visit Cost

Organization:

Department:

Cost of (plug in visit type):

Supply Cost:

HR Cost:

Year:

Submitted by:

Incidental Cost:

LAB Cost:

Total Cost:

New FEE

Costs for Incidentals					
Line	Item	Description/Justification	Qty.	Unit Cost/Rate	
1	Provider Malpractice Ins.		0	\$ -	
2	Electric Bill		0	\$ -	
3	Water/Sewer		0	\$ -	
4	Building Maintenance		0	\$ -	
5	Cleaning		0	\$ -	
6	Building Insurance		0	\$ -	
7	Paper		0	\$ -	
8	Paper Chart		0	\$ -	
9	Computerized MR		0	\$ -	
10	Encounter Forms		0	\$ -	
11	Exam Lights		0	\$ -	
12	U/S Machine		0	\$ -	
13	B/P Cuff		0	\$ -	
14	U/S Paper		0	\$ -	
15	% of Use for Each Item			0	\$ -
Grand Total				0	\$0

Clinic Name/Visit Type: Visit Cost

Organization:

Department:

Cost of (plug in visit type):

Supply Cost:

HR Cost:

Year:

Submitted by:

Incidental Cost:

LAB Cost:

Total Cost:

New FEE

Costs of LAB Services					
Line	Item	Description/Justification	Qty.	Unit Cost/Rate	Total
16	Collection Tubes	Collection Tubes Needed for Standard Labs		\$	0.00
17	Needles	23 G Needle		\$	0.00
18	RPR Mailer	1 RPR Mailer		\$	0.00
19	HIV Mailer	1 HIV Mailer		\$	0.00
20	QuickView Chlamydia	1 QuickView Chlamydia (In-House)		\$	0.00
21	Collection Tubes Holder	Vacutainer (Collection Tube Holder)		\$	0.00
22	Bandaid	Sterile Bandaid		\$	0.00
23	Alcohol Pads	Alcohol Pads for Lab Work	1	\$	0.00
24	Guaze Pads	2 Guaze Pads for Lab Work	1	\$	0.03
25	Cotton Ball	Cotton Ball		\$	0.02
26	U/A Plastic Cups	Plastic Cup Used for Specimen Collection	1	\$	0.01
27	Dynarex Personal Wipes	Personal Wipes		\$	0.00
28	Pipettes	1 Pipettes		\$	0.01
29	Cover Slips	1 Cover Slip		\$	0.00
30	KOH	KOH		\$	0.00
31	Biohazard Bag	Biohazard Bag		\$	0.00
32	Gram Stain Kit	Gram Stain Kit		\$	0.00
33	Pregnancy Test	1 Pregnancy Test		\$	0.00
				Grand Total	0.06



FEE SETTING IN THE LHD

NC Division of Public Health - Local Technical Assistance & Training Branch

In this issue:

- Why do we charge fees?
- What makes up our fees?
- How should we set fees?
- Do's and Don'ts
- Resources

Why do we charge fees?

The purpose of charging fees is to increase resources and use them to meet residents' needs in a fair and balanced way. Fees are necessary to help cover the full cost of providing recommended and needed health services. As much as possible, we set fee amounts based on the real cost of providing that service (calculated as direct costs plus indirect costs).

Direct Costs may include:

- Salary and fringe -typically 75-80% of budget (or more)
- Supplies- band aids, table paper, forms, syringes, alcohol wipes, etc.
- Pharmaceuticals
- Travel
- Computer hardware & software

Indirect Costs may include:

- Facility costs (utilities, rent, insurance, cleaning contracts, etc)

Fees for Health Department services are authorized under North Carolina 130A-39 (g), provided that 1) they are in accordance with a plan recommended by the Health Director and approved by the Board of Health and the County Commissioners, and 2) they are not otherwise prohibited by law. Fees are based on the cost of providing the service.

It is recommended that your agency develop a pricing policy addressing establishment of usual and customary charges, applying income-based discounts, third party billing/reconciliation, Medicaid (physician administered drugs, fee for service drugs (340b), managed care, Medicaid as secondary payer). This information may be included in the agency's Fee and Eligibility Policy.

Fees are a means to help distribute services to citizens of the county and help finance and extend public health resources as government funding cannot support the full cost of providing all requested services in addition to required services. Fees are considered appropriate, in the sense that while the entire population benefits from the availability of subsidized public health services for those in need, it is the actual users of such services who gain benefits for themselves.

Do's and Don'ts

Do set fees based on the cost to provide each service. You may use tools such as the Medicaid Cost Report, vendor rates (increased or decreased cost of supplies and services), personnel costs. It is acceptable to inquire from surrounding county health departments as to their fee schedule to see if you are in the "ballpark".

Another tool you may use is the "Workbook for Setting Fees" located under the Policy & Procedure heading on the DPH/LTA/T LHD website.

Do not take your current fees and add a percentage, such as 5%. This is not an acceptable method for fee setting.

Do document your methodology for setting your fees in a policy or procedure. In addition, be sure to retain any notes or minutes from your fee setting team meetings. These are required as documentation for Re-Accreditation.

Do charge Medicaid your acquisition cost for all 340b drugs and devices

Resources:

- Local Fee and Eligibility Policy (and others as they apply to billing/collections)
- Consolidated Agreement
- Medicaid Participation Agreement
- Program Rules and Regulations
- NC General Statutes
- NC Administrative Code
- Public Health Administrative Consultants

Brook Johnson 919-710-0133
brook.johnson@dhhs.nc.gov

Kathy Brooks 336-212-1678
Kathy.brooks@dhhs.nc.gov

ATTACHMENT #10

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 11/2/23
Re: Sale of the County's Interest in 500 Nash
Medical Arts Mall



As you know, we have been in discussion with Nash County for some time regarding a sale of Edgecombe County's 45% interest in the former Edgecombe-Nash Mental Health building property located at 500 Nash Medical Arts Mall in Rocky Mount to Nash County. Nash County owns the remaining 55% in the property. We have come to a negotiated agreement for the sale of the County's interest in the property where Nash County is willing to pay \$2,200,000 for Edgecombe County's 45% interest in the property.

The current tax value of the property is \$4,832,070, thus 45% of the current tax value is \$2,174,432. County Attorney Michael Peters and I feel that \$2,200,000 is a reasonable and appropriate sales price considering the tax value of the property, our not having a need to own the property, and that the nature of the county's interest limits its value. For historical context, in 1991, Edgecombe County financed \$945,000 for its portion of the construction of the building on this property.

Therefore, I recommend that you approve the sale of our interest in the building located at 500 Nash Medical Arts Mall, Rocky Mount and authorize Chairman Wiggins to execute the deed and related documents.

This certifies that there are no delinquent
ad valorem real estate taxes, which the
Nash County Tax Collector is charged
with collecting that are a lien on

Pin No. 045598

This is not a certification that this Nash
County Tax Department Pin No. matches
this Deed description.

_____ Date

Tax Collector/Tax Assistant

NORTH CAROLINA GENERAL WARRANTY DEED

PREPARED BY: Michael B. Peters
Edgecombe County Attorney
P. O. Box 10
Tarboro, NC 27886

RETURN TO: G. Vincent Durham, Jr.
Battle, Winslow, Scott & Wiley, P.A.
P.O. Box 7100
Rocky Mount, NC 27804

This property does not include Grantor's primary residence.

REVENUE STAMPS: Exempt per N.C.G.S. 105-228.28

NORTH CAROLINA

NASH COUNTY

THIS GENERAL WARRANTY DEED, made this the 6th day of November, 2023, by and
between EDGECOMBE COUNTY, a political subdivision of the State of North Carolina, P.O.
Box 10, Tarboro NC 27886, herein referred to as "Edgecombe County", Grantor, to NASH
COUNTY, a political subdivision of the State of North Carolina, 120 Washington St., Suite 3072,
Nashville, NC 27856, herein referred to as "Nash County", Grantee;

W I T N E S S E T H:

That Edgecombe County in consideration of the sum of Ten (\$10.00) Dollars and other
valuable consideration to it paid by Nash County, the receipt and sufficiency of which is hereby
acknowledged, has bargained and sold and by these presents does, pursuant to North Carolina
General Statutes Sections 153A-176 and 160A-274, grant, bargain, and sell unto Nash County, its
successors and assigns, in fee simple, its 45% undivided interest in that certain tract or parcel of
land situate in No. 12 Township, Nash County, North Carolina, and more particularly described
as follows:

COMMONLY KNOWN AS 500 Nash Medical Arts Mall, Rocky Mount, Nash County,

North Carolina, having Tax Parcel PIN 045598 and being more particularly described as follows:

BEGINNING at a point located by extending a line from a concrete monument found in the southern right of way line of U.S. Highway 64 By-Pass (said concrete monument being located S. 20° 29' W. 30.12 feet from another concrete monument found and 1728 feet, more or less, along the fence marking the southern right of way of U.S. Highway By-Pass from Stony Creek), S. 20° 23' W. 336.32 feet to an iron stake and S. 74° 48' W. 164.01 feet to an iron stake located at the old corner between the H. E. Bunn and E. J. Stone properties in the western line of the property of Nash County Medical Development Authority and which is the POINT OF BEGINNING; and from such Point of Beginning along the west margin of the Nash County Medical Development Authority property which is a curve having a radius of 310 feet and an arc of 44.27 feet to an iron stake located S. 2° 52' 30" W. 44.24 feet from the last mentioned point; thence continuing with the west margin of the property of the Nash County Medical Development Authority, S. 01° 13' E. 32.81 feet to an iron stake, a corner; thence a new line, N. 65° 40' W. 398.15 feet to an iron stake; thence a new line, N. 24° 20' E. 375 feet to an iron stake; thence a new line S. 65° 40' E. 432.92 feet to an iron stake on the west margin of the property of the Nash County Medical Development Authority; thence along the west margin of the property of Nash County Medical Development Authority which is a curve having a radius of 431.76 feet and an arc of 38.45 feet to an iron stake located S. 59° 18' W. 38.44 feet from the last mentioned point; thence continuing along the west margin of the property of the Nash County Medical Development Authority, S. 56° 45' W. 16.60 feet to an iron stake; thence continuing along the west margin of the property of the Nash County Medical Development Authority which is a curve having a radius of 310 feet and an arc of 269.36 feet to an iron stake located S. 31° 51' 30" W. 260.96 feet from the last mentioned point, said iron stake being the Point of Beginning; containing 3.23 acres according to survey entitled "Property of Edgecombe-Nash Mental Health Center" dated March 4, 1991 by Chamblee & Strickland, from which the foregoing description was taken, and being a portion of the property conveyed by Nash County Business Development Authority to Nash General Hospital, Inc. in Book 933, Page 532, Nash County Registry, and a portion of the property conveyed to Nash County in Book 845, Page 133, Nash County Registry. See also Deed from Nash General Hospital, Inc. to Nash County duly recorded in the Nash County Registry which conveyed a 3.14 acre portion of the subject property.

There is also included a non-exclusive easement from the above described parcel of land to Winstead Avenue along the private paved roads, streets or drives of Nash County and Nash County Medical Development Authority which are most nearly adjacent to the right of way of U.S. Highway 64, as the same are relocated from time to time, for access to and from said parcel by Grantee, its successors or assigns, its agents, employees and contractors, its customers, clients, patients and invitees, and for City of Rocky Mount and Nash County public service, fire protection and law enforcement vehicles. For a more particular description of the private roads over which the non-exclusive easement is conveyed see that certain Deed of Easement from Nash County to the Nash County Medical Development Authority recorded in Book 1330, Page 77, Nash County Registry, and that certain Deed of Easement from Nash County Medical Development Authority to Nash County recorded in Book 1330, Page 81, Nash County Registry.

AND BEING the identical property conveyed by Nash County to Nash County (a 55% undivided interest) and Edgecombe County (a 45% undivided interest) by Deed dated April 3, 1991 and recorded in Book 1330, Page 84, Nash County Public Registry.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, together with all privileges and appurtenances thereunto belonging, or in anywise thereto appertaining unto Nash County, its successors and assigns, in fee simple forever.

Edgecombe County for itself, its successors and assigns, covenants to and with Nash County, its successors and assigns, that Edgecombe County is lawfully seized of a 45% interest in the real property described in this deed in fee simple and has the right to convey said interest in the property in fee simple; that the property is free and clear from any liens, encumbrances, easements, restrictions, and leases, except those set forth herein; and that Edgecombe County will warrant and forever defend the title to its interest in the property to Nash County, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Edgecombe County has caused this Warranty Deed to be executed in its corporate name by the Chairman of the Board of Commissioners, its corporate seal to be hereunto affixed, and attested by its Clerk, all by order of the Board of County Commissioners of Edgecombe County, the day and year first above written.

EDGECOMBE COUNTY

By: _____ (Seal)
Leonard Wiggins, Chairman
Board of Commissioners of Edgecombe County

ATTEST:

By: _____
Frangie Mungo
Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF EDGECOMBE

I, _____, a duly commissioned and qualified Notary Public in and for

said County and State, do hereby certify that Frangie Mungo, who, being by me duly sworn, says that she is the Clerk to the Board of Commissioners of Edgecombe County, a political subdivision of the State of North Carolina, and that the seal affixed to the foregoing instrument in writing is the seal of Edgecombe County, and that said writing was signed in its name by its Chairman, sealed with its corporate seal, and attested by herself as its Clerk, personally appearing before me this day and acknowledging the execution of the foregoing Deed.

My commission expires:_____.

Witness my hand and Notarial Seal, this the ____ day of November, 2023.

Notary Public

(Notarial Seal)



A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: 140048.17241.2 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:	
C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i>			
D. NAME AND ADDRESS OF BORROWER: Nash County 120 W. Washington Street, Suite 3072 Nashville, NC 27856		E. NAME AND ADDRESS OF SELLER: Edgecombe County P.O. Box 10 Tarboro, NC 27886	
G. PROPERTY LOCATION: 500 Nash Medical Arts Mall Rocky Mount, NC 27804 Nash County, North Carolina		F. NAME AND ADDRESS OF LENDER: 	
H. SETTLEMENT AGENT: Battle Winslow Scott & Wiley, PA PLACE OF SETTLEMENT P. O. Box 7100 Rocky Mount, NC 27804		I. SETTLEMENT DATE: November 13, 2023	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	2,200,000.00	401. Contract Sales Price	2,200,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	31.00	403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	2,200,031.00	420. GROSS AMOUNT DUE TO SELLER	2,200,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	2,200,031.00	601. Gross Amount Due To Seller (Line 420)	2,200,000.00
302. Less Amount Paid By/For Borrower (Line 220)	()	602. Less Reductions Due Seller (Line 520)	()
303. CASH (X FROM) (TO) BORROWER	2,200,031.00	603. CASH (X TO) (FROM) SELLER	2,200,000.00

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower Nash County

Seller Edgecombe County

BY: _____

BY: _____

L. SETTLEMENT CHARGES											
700. TOTAL COMMISSION Based on Price										\$	@ 0.00 %
Division of Commission (line 700) as Follows:											
701. \$	to									PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
702. \$	to										
703. Commission Paid at Settlement											
704.	to										
800. ITEMS PAYABLE IN CONNECTION WITH LOAN											
801. Loan Origination Fee	1.0000 %	to									
802. Loan Discount	%	to									
803. Appraisal Fee		to									
804. Credit Report		to									
805. Lender's Inspection Fee		to									
806. Mortgage Ins. App. Fee		to									
807. Assumption Fee		to									
808.											
809.											
810.											
811.											
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE											
901. Interest From	to	@ \$	/day	(	days)	%				
902. MIP Totl Ins. for Life Of Loan	for	months to									
903. Hazard Insurance Premium for	1.0 years	to									
904.											
905.											
1000. RESERVES DEPOSITED WITH LENDER											
1001. Hazard Insurance	months @ \$	per month									
1002. Mortgage Insurance	months @ \$	per month									
1003. City/Town Taxes	months @ \$	per month									
1004. County Taxes	months @ \$	per month									
1005. Assessments	months @ \$	per month									
1006.	months @ \$	per month									
1007.	months @ \$	per month									
1008.	months @ \$	per month									
1100. TITLE CHARGES											
1101. Settlement or Closing Fee	to										
1102. Abstract or Title Search	to										
1103. Title Examination	to										
1104. Title Insurance Binder	to										
1105. Document Preparation	to										
1106. Notary Fees	to										
1107. Attorney's Fees	to										
(includes above item numbers:)											
1108. Title Insurance	to										
(includes above item numbers:)											
1109. Lender's Coverage	\$										
1110. Owner's Coverage	\$										
1111.											
1112.											
1113.											
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES											
1201. Recording Fees: Deed \$	26.00	; Mortgage \$		; Releases \$						26.00	
1202. City/County Tax/Stamps: Deed		; Mortgage									
1203. State Tax/Stamps: Revenue Stamps		; Mortgage									
1204.											
1205.											
1300. ADDITIONAL SETTLEMENT CHARGES											
1301. Survey	to										
1302. Pest Inspection	to										
1303. E-recording Processing Fee	to Battle Winslow Recording Account									5.00	
1304.											
1305.											
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)										31.00	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

Battle Winslow Scott & Wiley, PA
Settlement Agent

DISBURSEMENTS SUMMARY / BALANCE SHEET

Borrower: Nash County
Seller: Edgecombe County
Settlement Agent: Battle Winslow Scott & Wiley, PA
 (252)937-2200
Place of Settlement: P. O. Box 7100
 Rocky Mount, NC 27804
Settlement Date: November 13, 2023
Property Location: 500 Nash Medical Arts Mall
 Rocky Mount, NC 27804
 Nash County, North Carolina

INCOMING FUNDS

Nash County		2,200,031.00
	Total Incoming Funds	2,200,031.00

DISBURSEMENTS

Edgecombe County	Closing Proceeds		2,200,000.00
Battle Winslow Recording Account	1201RecFee, 1303		31.00
Recording Fees		26.00	
E-recording Processing Fee		5.00	
Number of checks - 2		Total Disbursements	2,200,031.00



Parcel Search Information

ParID 045598
Site Address
Pin 045598



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Nash County, North Carolina makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Details

Property Information

Address 500 NASH MEDICAL ARTS MALL
Tax PIN 045598
Par ID 045598

Owner Information

Owner NASH COUNTY EDGECOMBE
COUNTY
Mailing 120 W WASHINGTON ST STE
Address 3072
NASHVILLE NC 27856-

Valuation

Residential Building Value	\$0
Commercial Building Value	\$4,171,380
OBV Value	\$95,440
Total Building Value	\$4,266,820
Land Value	\$565,250
Appraised Value	\$4,832,070
Deferred Value	\$
Exempt Value	\$4,832,070
Assessed Value	\$4,832,070
Taxable Value	\$0
Exempt Status	E

Google Street View

May 2022



Image capture: May 2022 © 2023 Google



ATTACHMENT #11

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 11/3/23
Re: Request for the naming of Tar River Bridge



I received a request from Dr. Glenda Knight on behalf of the Princeville Board of Commissioners requesting your support for the naming of the Tar River Bridge between Princeville and Tarboro in honor of the late Mr. Walter Plemmer. A copy of the request is included.

This request ultimately must be approved by the NC Transportation Board, but they ask for the support of the local governing board. If you would like to support the request, I will then work with Dr. Knight to submit the application that must be first reviewed by NCDOT staff. If it meets their requirements, I will prepare a resolution for you to consider, which will accompany the application before the Transportation Board.

If the Board chooses to support this request, I will notify the Town of Tarboro so their Board will be aware this request is being submitted.

THE TOWN OF

**MAYOR AND COUNCIL MEMBERS
BOBBIE JONES, MAYOR
ALVIN L. JONES, MAYOR PRO TEM
LINDA JOYNER, COMMISSIONER
JOEROMY MYRICK, COMMISSIONER
MILTON BULLOCK, COMMISSIONER**



PRINCEVILLE

**OFFICE OF THE TOWN MANAGER
GLENDA L. KNIGHT, TOWN MANAGER
ANTIONETTE WHEELER, TOWN CLERK
RYAN S. KING, TOWN ATTORNEY**

CHARTERED IN 1885

October 11, 2023

Greetings,

This correspondence is sent to follow up on the Town's last Board of Commissioners meeting on the 18th of September and our conversation shortly thereafter relating to the Board's approval to install signage at the foot of the bridge in honor of the late Walter Plemmer (i.e., naming of the bridge). Please consider this the official letter of the ask by the Princeville Board of Commissioners. If there is anything further that we need to do, please let me know. Otherwise, we thank you for your assistance with this project.

Respectfully,


Glenda Lawrence-Knight

ATTACHMENT #12

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 11/2/23
Re: Lease Agreement for Cell Tower



As you were made aware at your last meeting, CitySwitch, LLC is proposing to lease property from the County in order to construct and maintain a communications tower. The tower will be located next to the Kingsboro water tower. The proposed lease is for \$850 per month for an initial term of ten years with the option to renew for three additional five-year periods.

The proposed tower does not meet the set-back requirements of our Unified Development Ordinance. CitySwitch, LLC has applied to appear before our Board of Adjustment to get a variance.

I recommend that you approve the lease agreement. The construction of the tower will be subject to the approval of the variance from the Board of Adjustment.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") dated as of the latter of the signature dates below (the "**Effective Date**"), is made this _____ day of November, 2023 by and between, Edgecombe County, a political subdivision of the State of North Carolina (the "**Landlord**"), whose address is P.O. Box 10, Tarboro, NC 27886, and CitySwitch II-A, LLC, a Georgia limited liability company (the "**Tenant**"), whose address is 1900 Century Place NE, Suite 320, Atlanta, GA 30345. Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Landlord owns certain real property located the County of Edgecombe, in the state of North Carolina, that is more particularly described or depicted in attached **Exhibit 1** (the "**Property**"); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached **Exhibit 2**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. RIGHT TO LEASE.

(a) Landlord grants to Tenant the exclusive right to lease a portion of the Property measuring approximately 100ft x 100ft (10,000 sf) square feet as described on attached **Exhibit 2**, together with unrestricted access and utilities (including fiber) for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 2** (collectively, the "**Premises**").

(b) From and after the Effective Date as set forth above for the time period set forth below (the "**Testing Period**"), and at any time during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to survey and review title on the Property, inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological, environmental, or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's permitted use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the Effective Date, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. In addition, except as otherwise specified in this Lease, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the use of the Property during the Testing Period and the exclusive right to lease set forth in Section 1(a) herein, Tenant agrees to pay Landlord the sum of Eight Hundred and Fifty Dollars (\$850.00) within thirty (30) business days of the Effective Date. The Testing Period will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Testing Period**") and, unless Tenant elects not to renew for any Renewal Testing Period, will be automatically renewed for three (3) additional one (1) year periods (each, a "**Renewal Testing Period**"). Tenant will pay Eight Hundred and Fifty Dollars (\$850.00) to Landlord for the Initial Testing Period and for each Renewal Testing Period.

(d) During the Initial Testing Period and any Renewal Testing Period, Tenant may commence the Initial Term of this Lease by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Lease. If Tenant does not commence the Lease during the Initial Testing Period or any Renewal Testing Period, this Lease will terminate, and the parties will have no further liability to each other.

2. TERM.

(a) The Initial Term shall commence on the effective date of written notification by Tenant to Landlord of Tenant's intention to lease the Premises and commence the Initial Term. Unless the term is extended or sooner terminated as herein provided, the Initial Term shall continue for a period of one hundred twenty (120) months following the Rent Commencement Date ("**Initial Term**").

(b) Tenant shall have the option to extend the term of this Lease for three (3) successive additional periods of 60 months each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable.

(c) Unless (i) Tenant notifies Landlord in writing of its intention to terminate this Lease at least six (6) months prior to the expiration of the final Renewal Term, or (ii) the Lease is terminated as otherwise permitted by this Lease prior to the end of the final Renewal Term, this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by Tenant giving written notice to Landlord of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Renewal Term. If Tenant remains in possession of the Premises after the termination of this Lease, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Lease.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**."

3. RENT.

(a) Tenant shall pay rent to Landlord, commencing on the first day of the month following one hundred and twenty (120) days following the date that Tenant commences construction (the "**Rent Commencement Date**"), a monthly rental payment of Eight Hundred and Fifty Dollars (\$850.00) ("**Rent**"), on or before the fifth (5th) day of each calendar month in advance. Payments will be made via electronic funds transfer ("**EFT**") directly to Landlord's bank account unless otherwise directed. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days from the Rent Commencement Date.

(b) All charges payable under this Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Lease.

4. TAXES.

(a) Landlord shall pay when due all taxes and all other fees and assessments attributable to the Property and Premises as required by law and shall avoid any delinquencies with respect thereto and shall protect and indemnify Tenant for any lack of such payment. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant

with interest at the statutory rate thereon. Tenant shall also have the right to deduct the full amount of the payment or taxes paid by Tenant on Landlord's behalf from future installments of Rent.

(b) Tenant will pay Landlord any increase in real property taxes due that is directly and solely attributable to improvements to the Premises made by Tenant. Within ninety (90) days after receipt of evidence of a tax payment made by Landlord and evidence of a tax increase due to the improvements of the Premises made by Tenant, Tenant will pay to Landlord any increase in real property taxes which Landlord demonstrates, to Tenant's satisfaction, is directly and solely attributable to any improvements to the Premises made by Tenant.

5. USE.

(a) The Premises are being leased for the purpose of erecting, installing, operating and maintaining a wireless communications facility, including but not limited to radio and communications towers and associated equipment, ("**Communications Facility**"). Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant. Tenant shall have the exclusive right to install upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing and other equipment Tenant desires to safeguard or restrict access to its Communications Facility, and other accessories related thereto, and to alter, supplement, and/or modify same as Tenant may desire. Tenant shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are identified in this Lease. However, nothing contained herein shall be considered to be a waiver by Edgecombe County, the Edgecombe County Planning Board, the Edgecombe County Board of Adjustment, or by any Edgecombe County department or staff of their rights or obligations to regulate the Property and the Premises in accordance with North Carolina law and the Edgecombe County Unified Development Ordinance. Landlord's commitments under the terms of this Lease are not and shall not be considered to be approval of any land use permit or approval required by the Edgecombe County Unified Development Ordinance for Tenant's contemplated use of the Premises.

(b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions located on the Property and to trim, cut and keep trimmed and cut all tree limbs, which may interfere with or fall upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities. Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and casualty damage not caused by Tenant excepted. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant's intended use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

6. ACCESS AND UTILITIES.

(a) At all times during the Testing Period and the Term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its subtenants, licensees, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead and underground electric and other utility (including fiber) facilities (including wires, poles, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above.

(b) Landlord represents that Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises.

(c) Landlord represents that the Premises abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the Property.

7. EQUIPMENT, FIXTURES AND SIGNS. All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Subject to obtaining all permits or approvals required by the Edgecombe County Unified Development Ordinance, Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. At any time during the term of this Lease Tenant shall have the right to remove its equipment, structures, fixtures, signs, and personal property from the Premises. Within a reasonable time after termination of this Lease, with the exception of footings, Tenant shall remove its equipment, structures, fixtures, signs, and personal property from the Premises.

8. ASSIGNMENT AND SUBLEASE. Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Tenant shall be entitled to, and shall have the exclusive right to, sublease or grant licenses to use the Premises and/or the radio tower or any structure or equipment on the Premises without the prior written consent of Landlord, but no such sublease or license shall relive or release Tenant from its obligations under the Lease. Landlord may assign this Lease, in whole or in part, to any person or entity who or which acquires fee title to the Premises and who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion.

9. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the permitted use described in Section 5 and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably cooperate with and assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

10. WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to lease the Premises to Tenant as set forth in this Lease. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term of this Lease. During the Testing Period and the Term, Landlord warrants that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Premises (an "Encumbrance") without the prior written consent of Tenant, which may be withheld by Tenant in Tenant's sole discretion. Notwithstanding the foregoing, Landlord may subject its interest in the Premises to a first mortgage lien provided, however, Landlord shall obtain for Tenant's benefit a non-disturbance and attornment agreement from the mortgage lender in the form satisfactory to Tenant. With regard to any existing

Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, Landlord shall use its best efforts to cause the holder thereof to execute a non-disturbance and attornment agreement in a form reasonably agreeable to Tenant.

(b) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.

(c) It is intended that the legal description of the Premises accurately reflect an "as-built" survey of any existing communications tower and accordingly the parties agree that, if any part of the Communications Facility, roadways, utilities or anchors related to the communications tower located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease, to the extent that such improvements are located on real property owned by Landlord.

11. ENVIRONMENTAL.

(a) Landlord warrants that Landlord has complied with all, and will continue to comply with all environmental, health, and safety laws with respect to the Property, and Landlord represents and warrants that no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced, or received by Landlord regarding the Property alleging any failure to so comply. To the best of Landlord's knowledge, there has been no release of or contamination by hazardous materials, substances or wastes on the Property. Landlord represents and warrants that Tenant shall not be liable for any hazardous materials, substances, or wastes on, under, or about the Property prior to Tenant's occupancy of the Premises, and Tenant shall not be liable for any violation or environmental law related to the Property prior to Tenant's occupancy of the Premises.

(b) Landlord shall hold harmless and indemnify Tenant from, and assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), resulting from (i) the violation of any applicable laws regarding the environment, hazardous substances or health and safety except for a violation of Tenant, (ii) a release of any regulated substance to the environment except for a release by Tenant of hazardous substances brought onto the Property by Tenant, and (iii) Landlord's breach of its obligations or representations under Section 11(a). Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Lease.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Landlord.

12. INDEMNITIES.

(a) Each Party agrees to indemnify, defend and hold harmless the other Party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "**Indemnified Persons**"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of (i) such Party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such Party's acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

(b) The indemnified Party: (i) shall promptly provide the indemnifying Party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 12 and provide the indemnifying Party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying Party; and (iii) shall fully cooperate with the indemnifying Party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying Party of its indemnity obligation, except (1) to the extent the indemnifying Party can show it was prejudiced by the delay; and (2) the indemnifying Party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

13. WAIVERS

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws except for any lien rights Landlord may have as a taxing authority. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN THIS LEASE, EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

14. INSURANCE.

(a) Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. Tenant must list the Landlord as an additional insured party on the insurance policy. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

(b) Landlord shall carry, at no cost to Tenant, general property fire, hazard and casualty insurance appropriate for Landlord's improvements on Landlord's Property, and in such amounts to cause the replacement/restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

15. INTERFERENCE.

(a) During the Testing Period and the Term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property or any other property adjacent to the Premises: (i) for any of the uses contemplated in Section 5 herein; or (ii) if such lease, license, or easement would detrimentally impact or interfere with Tenant's Communications Facility, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant and towers constructed prior to the Effective Date.

(b) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Lease. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(c) For the purposes of this Lease, "interference" may include, but is not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

16. RIGHT OF FIRST REFUSAL. If during the Testing Period and Term of this Lease, Landlord receives a bona fide arm's length offer, that Landlord is willing to accept, from any third party to purchase (in whole or in part) (i) Landlord's interest under this Lease; (ii) Landlord's rights to receive rents under the terms of this Lease; and/or (iii) an easement or any other interest in the land underneath the Premises or underneath areas of access and or utility service to the Premises, (the "**Purchase Offer**"), Landlord shall serve a written notice (the "**Transfer Notice**") upon Tenant. The forgoing rights, interest, and property described in (i), (ii), and (iii) herein shall collectively be referred to as the "**Interest**". The Transfer Notice shall set forth the exact terms of the Purchase Offer so received, together with a copy of such offer, and shall state Landlord's desire to sell the Interest on such terms and conditions. Thereafter, Tenant shall have the right of first refusal ("**Right of First Refusal**") and option to so lease or purchase the same. If Tenant desires to exercise its option to purchase the Interest, it shall give written notice (the "**Counter Notice**") to that effect to Landlord within thirty (30) days after receipt of the Transfer Notice by Tenant. The closing of the purchase and sale of the Interest pursuant to this option shall occur at the time set forth in the Purchase Offer, provided that Tenant shall not be required to Close before the fifteenth (15th) day following the date of the Counter Notice. Tenant's failure to give a timely Counter Notice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Offer but shall not be deemed a waiver of its right of first refusal with respect to any modification to the Purchase Offer or and future Purchase Offers. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 16, the sale, conveyance, assignment or transfer shall be void.

17. SALE OF PROPERTY. If at any time during the Term of this Lease, Landlord decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Lease and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Premises, within ten (10) days of such transfer, Landlord or its successor shall send the new deed to the Premises, Bill of Sale or Transfer, New IRS Form W-9, and full contact information for the new purchaser to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Lease shall not be an event of default and Tenant reserves the right to hold payments due under this Lease. If Landlord sells the Premises or a portion thereof to a third party, and the sale does not include the assignment of Landlord's full interest in this Lease, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Lease, including Landlord's obligation to cooperate with Tenant as provided hereunder.

18. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Lease will terminate as of the date the title vests in the condemning authority. Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease

be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Lender.

20. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Lease by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 20, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's permitted use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

21. DEFAULT.

(a) The failure of Tenant or Landlord to perform any of its obligations or covenants as set forth in this Lease shall constitute a default. The non-defaulting Party shall give the other written notice of such default, and the defaulting Party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting Party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting Party.

(b) Should the defaulting Party fail to cure a default under this Lease within the timeframe set forth in subparagraph (a) of this Section, the other Party shall have all remedies available either at law or in equity, including the right to terminate this Lease. In the event Landlord elects to terminate this Lease due to a default by Tenant, it shall continue to honor all sublicense commitments made by Tenant, in accordance with Section 24(a) herein, through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Lease.

22. ATTORNEY'S FEES. [Intentionally Deleted]

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof. Any amendment to this Lease must be in writing and executed by both Parties.

24. SUBTENANT AND LENDER RIGHTS.

(a) Landlord agrees to recognize the leases/licenses of all subtenants and sublicensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or sublicensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or sublicensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use reasonable efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/sublicensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Tenant's Lender (as hereinafter defined) as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Lease; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "Mortgage") Tenant's interest in this Lease to a lender (such lender, and any successor, assign, designee or nominee of such lender, hereinafter a "Lender"), Tenant or such Lender shall give Landlord prompt notice of such Mortgage and furnish Landlord with the name and address of such Lender. Landlord hereby agrees to give Lender written notice of any breach or default of the terms of the Lease, within fifteen days after the occurrence thereof, at such address as is specified by Lender. Landlord further agrees that no default under the Lease shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of the Lease, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of the Lender as though the same had been made or performed by Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Lender the foregoing notice and periods to cure any default or breach under the Lease. Notices to Lender under this Section shall be deemed given on the date received by Lender.

(d) Landlord hereby (i) agrees to subordinate any lien or security interest which it may have which arises by law or pursuant to the Lease to the lien and security interest of Lender in the collateral securing all indebtedness at any time owed by Tenant to the Lender (the "Collateral"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Lender or the Lease, Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by Landlord of any rights which it may have therein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of Landlord's lien and security interest.

(e) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate the Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under the Lease.

(f) Notwithstanding any of the provisions of this Lease to the contrary, no default by Tenant shall be deemed to exist as long as Lender cures, or is taking steps to cure, any Tenant default in accordance with the terms of this Lease. If possession of the Premises is required in order to cure the default, no default by Tenant shall be deemed to exist if Lender takes steps to institute foreclosure proceedings and obtain possession directly or through a receiver, and to prosecute such proceedings with diligence and continuity and, upon obtaining such possession, commence promptly to cure the default and to prosecute the same to completion with diligence and continuity, provided that during the period in which such action is being taken (and any foreclosure proceedings are pending), all of the other obligations of Tenant under this Lease, to the extent they are reasonably susceptible to being performed by Lender, are being performed. Notwithstanding anything to the contrary contained in this Lease, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender.

(g) No Lender shall become liable under the provisions of this Lease unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate credited hereby or thereby.

25. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (1) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased, or may in the future sublease, certain of the improvements thereon to third parties and (2) the requirements of Section 365(h) of Title 11 of the United States Code (the "Bankruptcy Code") with respect to Tenant's possession of the leasehold under this Lease are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Lease shall continue notwithstanding any rejection of this Lease in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Lease, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Lease. The provisions of this Section 25(a) are for the benefit of Tenant and its assigns,

including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Lease. The provisions of this Section 25(a) hereof shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if it were a separate and independent contract made by Landlord and Tenant.

(b) Landlord shall have no right and expressly waives any right arising under applicable law, in and to the rentals payable to Tenant under any lease of the improvements on the land demised hereunder, if any, which rentals may be assigned by Tenant to Lender.

(c) The provisions of Sections 24 and 25(a) herein are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Lease.

(d) This Lease shall have priority over all liens and encumbrances on the fee estate of Landlord in the Premises or any improvements thereon, including mortgages on the fee estate which were executed prior to the execution of this Lease.

(e) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Mortgage.

26. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

If to Landlord:

County Manager
P.O. Box 10
Tarboro, NC 27886

If to Tenant:

CitySwitch II-A, LLC
1900 Century Place, Suite 320
Atlanta, GA 30345
Attn: Legal
RE: Bond NCC032

27. MISCELLANEOUS.

(a) **Authority.** Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.

(b) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Lease and are incorporated by reference into this Lease; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Lease, the ambiguity shall not be resolved on the basis of who drafted the Lease; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Lease is held invalid, illegal or unenforceable, the remaining provisions of this Lease shall remain in full force if the overall purpose of the Lease is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(c) **Survival.** Any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.

(d) **No Waiver.** Failure of party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

(f) **Bind and Benefit.** This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(g) **Memorandum.** A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** attached hereto.

(h) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with an accurate, completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(i) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Lease and all transactions and permitted use contemplated by this Lease.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

Name: _____

Name: _____

LANDLORD:
Edgecombe County
a political
subdivision of the State of North Carolina

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Name: _____

Name: _____

TENANT:
CitySwitch II-A, LLC,
a Georgia limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY

THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE IN NUMBER 12 TOWNSHIP, EDGEcombe COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 3 AS SHOWN ON THE FINAL PLAT OF EDGEcombe COUNTY QVC UTILITY TRACT, RECORDED 10/02/2000 IN PLAT CABINET 6, PAGE 108 OF THE EDGEcombe COUNTY RECORDS.

TAX I.D. NUMBER: 3799-22-9076-00

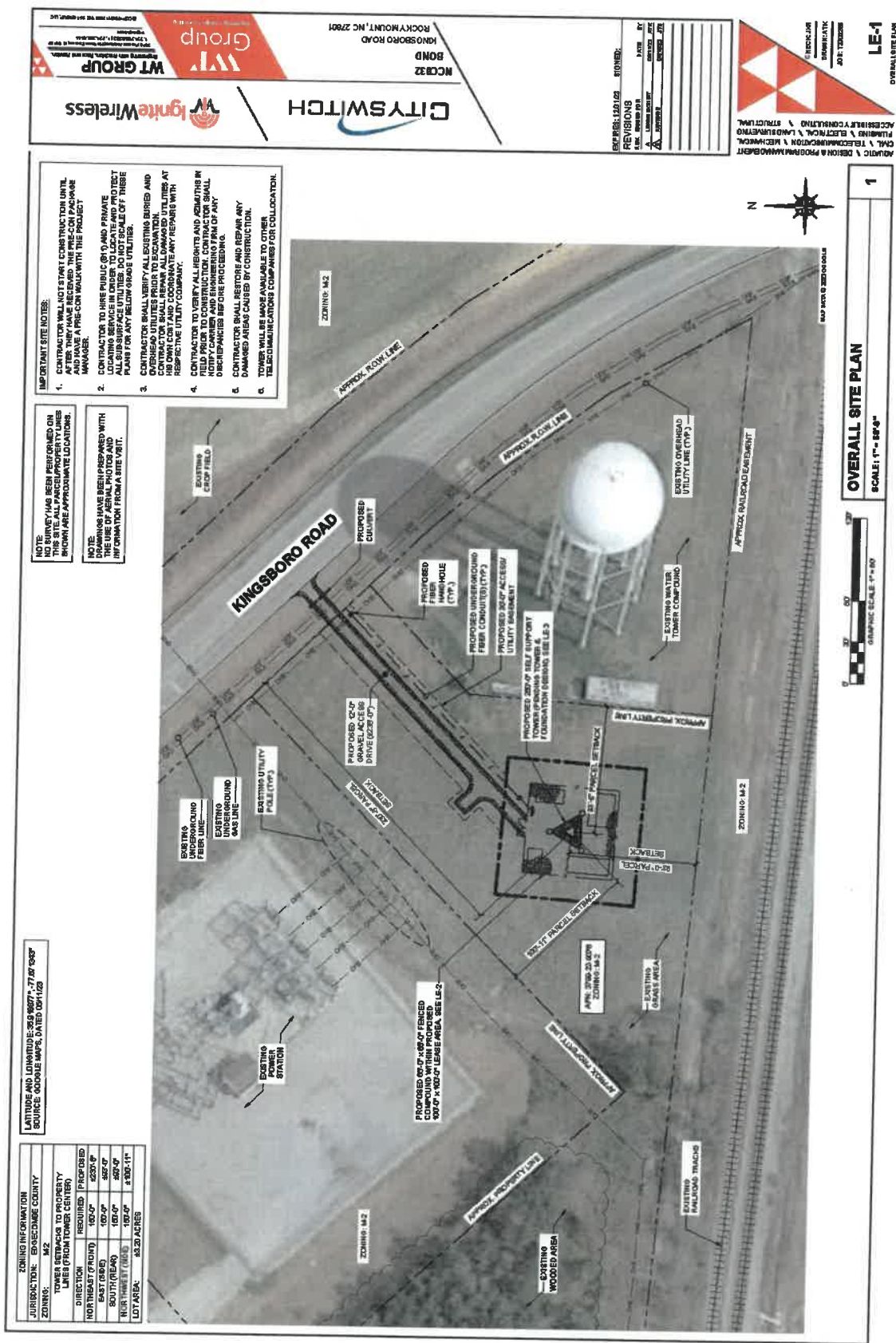
BEING A PORTION OF THE PROPERTY CONVEYED TO EDGEcombe COUNTY, A MUNICIPAL CORPORATION, GRANTEE, FROM JUNE BOURNE LONG AND HUSBAND, WILLIE J. LONG, JR., GRANTOR, BY DEED RECORDED 08/10/1998, AS BOOK 1223, PAGE 173 OF THE EDGEcombe COUNTY RECORDS.

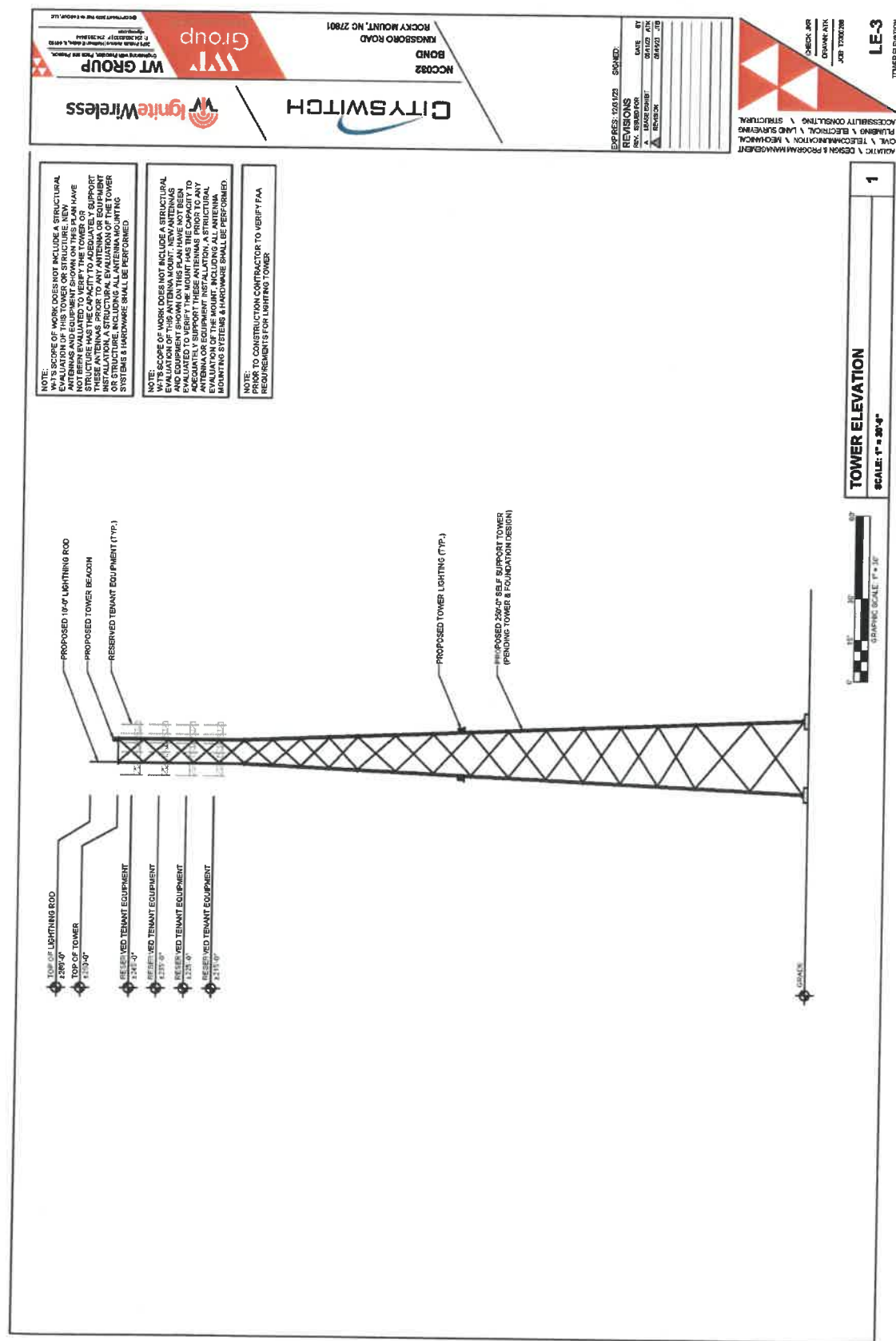
EXHIBIT 2

DESCRIPTION OF PREMISES

The Premises is depicted/described as follows and will be replaced by a surveyed legal description when available.

[FOLLOWS ON NEXT PAGE]





Tower Site Number: NCC032
Tower Site Name: Bond

EXHIBIT 3

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by, and after recording

Return to:

CitySwitch II-A, LLC
1900 Century Place, Suite 320
Atlanta, GA 30345

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between Edgecombe County, a political subdivision of the State of North Carolina ("Landlord"), whose address is P.O. Box 10, Tarboro, NC 27886 and CitySwitch II-A, LLC, a Georgia limited liability company, whose mailing address is 1900 Century Place NE, Suite 320, Atlanta, GA 30345 ("Tenant").

1. Landlord and Tenant entered into a certain Lease Agreement ("Lease") on the ____ day of _____, 20__, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Lease.
2. The initial lease term will commence on the effective date of written notification by Tenant to Landlord of Tenant's intention to commence the initial term and continue for Ten (10) years following the Rent Commencement Date specified in the Lease, with Four (4) successive automatic Five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees.
5. The Lease gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the rent payments associated with the Lease or an offer to purchase an easement with respect to the Premises.
6. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

Tower Site Number: NCC032
Tower Site Name: Bond

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

Name: _____

Name: _____

LANDLORD:

Edgecombe County
a political
subdivision of the State of North Carolina

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Name: _____

Name: _____

TENANT:

CitySwitch II-A, LLC,
a Georgia limited liability company

By: _____

Name: _____

Title: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF GEORGIA

)
) **SS:**
)

COUNTY OF FULTON

On the ____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of CitySwitch II-A, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____

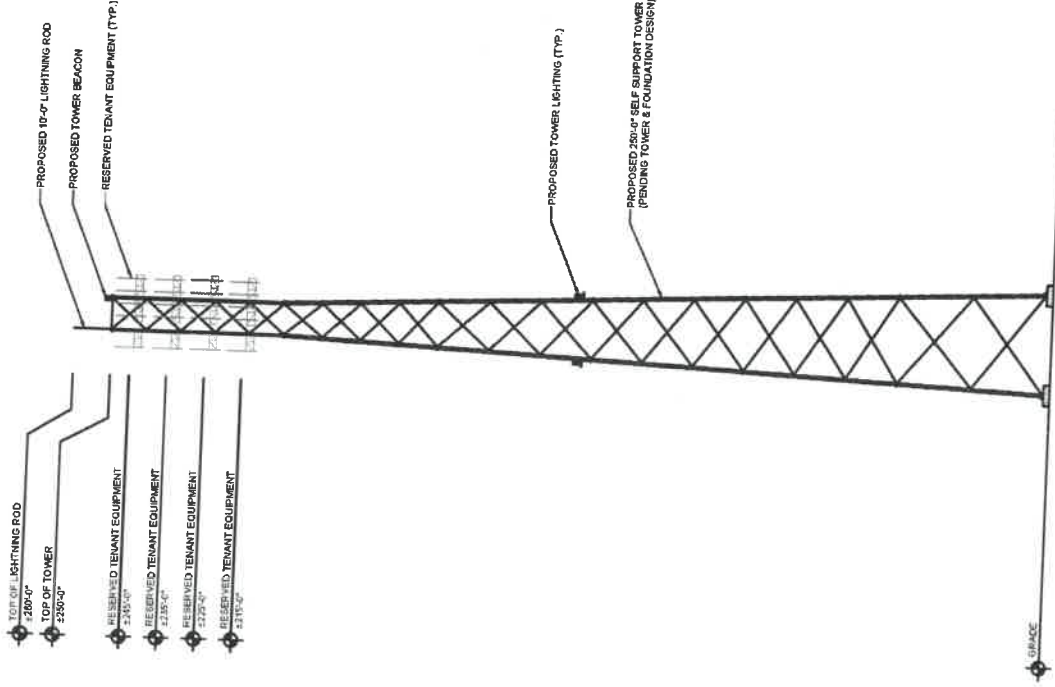
) SS:

COUNTY OF _____

On the _____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____

My Commission Expires: _____



- TOP OF LIGHTNING ROD 128'-0"
- TOP OF TOWER 228'-0"
- PROPOSED 10'-0" LIGHTNING ROD
- PROPOSED TOWER BEACON
- RESERVED TENANT EQUIPMENT (TYP.)
- PROPOSED TOWER LIGHTING (TYP.)
- PROPOSED 250' SELF SUPPORT TOWER (PENDING TOWER & FOUNDATION DESIGN)

NOTE:
WTS SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR THE ANTENNAS AND EQUIPMENT SHOWN ON THIS PLAN HAVE BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE IS CAPABLE TO ADEQUATELY SUPPORT THESE ANTENNAS. PRIOR TO ANY ANTENNA INSTALLATION, A STRUCTURAL EVALUATION OF THE TOWER AND EQUIPMENT SHALL BE PERFORMED.

NOTE:
WTS SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS ANTENNA OR THE ANTENNAS AND EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE MOUNT HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF THE MOUNT, INCLUDING ALL ANTENNA MOUNTING SYSTEMS & HARDWARE SHALL BE PERFORMED.

NOTE:
WTS IS REQUESTING CONSTRUCTION CONTRACTOR TO VERIFY FAA REQUIREMENTS FOR LIGHTING TOWER

WT Group
Engineering and Program Management
10000 W. 10th Avenue, Suite 100
Denver, CO 80202
Tel: 303.733.1100
Fax: 303.733.1101
www.wtgroup.com

CITY SWITCH

BOND
NCC032
ROCKY MOUNT, NC 27801

REVISIONS

NO.	DATE	BY	REVISION
1	11/11/2011	JTC	ISSUED FOR PERMIT
2	11/11/2011	JTC	REVISED

EXPIRES: 12/31/22 SIGNED: _____

LE-3
TOWER ELEVATION

CHECK APP: _____
DRAWN BY: _____
JOB: 12000208

CIVIL & TELECOMMUNICATION & MECHANICAL
ACCESSIBILITY CONSULTING & STRUCTURAL



TOWER ELEVATION
SCALE: 1" = 30'-0"

ATTACHMENT #13

Memorandum

To: Board of Commissioners
From: Natalie Bess, Deputy County Manager
Date: 11/6/23



Re: First Amendment to the Cooperative Agreement between the North Carolina Department of Public Safety, Office of Recovery and Resiliency and Edgecombe County for the North Carolina CDBG Buyout Program

Attached for your review is First Amendment to the Cooperative Agreement between the North Carolina Department of Public Safety, Office of Recovery and Resiliency and Edgecombe County for the North Carolina CDBG Buyout Program.

This document is an amendment to the cooperative agreement previously signed between NCORR and Edgecombe County. This brings the properties in Princeville's ETJ to the agreement with the County.

I recommend that you approve the Amendment as presented.

OFFICE OF THE DEPUTY COUNTY
MANAGER

**FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY,
OFFICE OF RECOVERY AND RESILIENCY
AND
EDGECOMBE COUNTY
FOR THE
NORTH CAROLINA CDBG BUYOUT PROGRAM**

This amendment (the "Amendment") is made by the North Carolina Office of Recovery and Resiliency ("NCORR") and the County of Edgecombe, North Carolina (the "County"), parties to the Cooperative Agreement between the North Carolina Department of Public Safety, Office of Recovery and Resiliency and Edgecombe County for the North Carolina CDBG Buyout Program dated March 6, 2020 (the "Agreement").

I. The Agreement is amended, per Section 6.1, as follows:

A. Section 1 is deleted in its entirety and replaced with the following:

1. Recitals

WHEREAS, pursuant to 84 Fed. Reg. 45838 (Aug. 30, 2019) and 86 Fed. Reg. 561 (January 6, 2021) (together, with 85 Fed. Reg. 60821 (Sept. 28, 2020) and other applicable Federal Register Notices, referred to as the "Federal Register Notices" herein) the State received allocations of CDBG-Mitigation (CDBG-MIT) funds from U.S. Department of Housing and Urban Development (HUD) in the total amount of \$202,686,000; and

WHEREAS, NCORR has designated \$123,103,334 of the allocation from these funds for use by the Strategic Buyout to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses, and to meet remaining unmet recovery needs caused by federally declared disasters, including Hurricanes Matthew and Florence, that were not met through FEMA, private insurance proceeds, loans, or other funding sources in at-risk locations; and

WHEREAS, the County will assist NCORR in carrying out the Strategic Buyout Program by accepting ownership of buyout properties ("Designated Properties" or "Designated Property") from program applicants ("Applicants") pursuant to this Cooperative Agreement (the "Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement and intend to be bound by its terms; and

WHEREAS, the County has legal authority to enter into this Agreement, and by signing this Agreement assures NCORR that it will comply with all requirements of the Agreement as described herein; and

WHEREAS, this Agreement constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements regarding the Strategic Buyout Program between NCORR and the County.

NOW, THEREFORE, in consideration of the need to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses, and the promises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

B. Section 2.1 is deleted in its entirety and replaced with the following:

2.1 Direct Implementation. NCORR, as Grantee for CDBG-MIT, is directly implementing and administering the Strategic Buyout Program. NCORR will utilize CDBG-MIT funds to cover costs and payments related to NCORR's implementation of the Strategic Buyout Program. This notwithstanding, certain eligible de minimis payments or other costs borne by the County, which are associated with the Strategic Buyout Program, may be considered for reimbursement by NCORR, if necessary for the County's compliance with the terms of this Agreement and NCORR's administration of the Strategic Buyout Program. These costs will be reimbursed at the sole discretion of NCORR, and the County should notify NCORR, in writing, before expending any funds that it may seek to have reimbursed.

The Parties agree that this Agreement and the transfer of Designated Properties made pursuant to the terms of this Agreement is not a subaward of federal grant funds and that the County is not serving as and will not be considered a Recipient or Subrecipient—as defined by HUD and 2 C.F.R. 200.93—of federal funds.

C. Section 2.2 is deleted in its entirety and replaced with the following:

2.2 Maintenance of the Property. After a Designated Property has been transferred to the County and the site has been cleared by Grantee, the County shall assume ongoing maintenance of the Designated Property in perpetuity.

D. Section 7.2 is deleted in its entirety and replaced with the following:

7.2 Liabilities; Claims. Neither Grantee nor the State will be responsible for any costs or financial liabilities associated with the maintenance of any and all Designated Property after said Designated Property has been transferred to the County and Grantee has completed all responsibilities, including any required demolition. The County agrees to save Grantee harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about each Designated Property, which may arise or be claimed to have arisen as a result of the use or operation of the Designated Property, including but not limited to, where (a) damages or injuries to persons or property caused by the negligent acts or omissions of the County, its employees, or agents and (b) for any claims, whether brought in contract, tort, or otherwise, arising out of this Agreement, if related to the County's actions or omissions, except where such loss or damage arises from the willful or negligent misconduct of Grantee, its agents or

employees. The obligations under this section are independent of all other rights or obligations set forth herein and shall closeout or termination of this Agreement.

E. The following is inserted after Section 7.9:

7.10 Counterpart. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same agreement. Execution by facsimile, by scanned attachments, or by electronic signature (including, but not limited to DocuSign) has the same force and effect as a wet signature. An executed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

F. The following paragraph is deleted from Section 8.1:

The County warrants and covenants that it will, during of the term of this Agreement, comply with all federal laws, including Federal Register Notices (including, but not limited to, 81 Fed. Reg. 83254 (Nov. 21, 2016), 82 Fed. Reg. 5591 (Jan. 18, 2017), 82 Fed. Reg. 36812 (Aug. 7, 2017), 84 Fed. Reg. 28848 (Jun. 20, 2019), 84 Fed. Reg. 45838 (Aug. 30, 2019)) as well as HUD CDBG and other federal regulations, including, if applicable, the following:

and replaced with:

The County warrants and covenants that it will, during of the term of this Agreement, comply with all federal laws, including the Federal Register Notices (including, but not limited to, 84 Fed. Reg. 45838 (Aug. 30, 2019); 85 Fed. Reg. 60821 (Sept. 28, 2020); and 86 Fed. Reg. 561 (January 6, 2021)) as well as HUD CDBG regulations and other federal regulations, including, if applicable, the following:

G. Section 8.4 is deleted in its entirety and replaced with the following:

8.4 Client Data and Other Sensitive Information. The County may be required to maintain potentially sensitive data under this Agreement and must maintain and preserve the confidentiality of any and all information and records that are subject to protection by state and federal laws, which include, but are not limited to, the laws regarding: Personally Identifiable Information (including names, addresses, birth dates, driver's license information, social security numbers, and financial information); data provided to Subrecipient and Grantee in the form of FEMA Individual Assistance, Public Assistance, Hazard Mitigation Assistance, National Flood Insurance Program, as well as Small Business Administration disaster loans; trade secrets; tax records; and, individually identifiable health information. The County may not disclose information to current or prospective vendors regarding ongoing procurements. If the County receives a public record request or request for protected information, the County must notify and refer the request to Grantee. The County must ensure that all employees and contractors return all physical and electronic copies of all Grantee files and other records containing confidential information upon termination or completion of his or her position with the County.

H. Appendix A is deleted in its entirety and replaced with the attached Appendix A.

II. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

III. The capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

IV. This Amendment is made effective as of the date of the last signature below.

(Signature page attached behind)

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of the parties have executed this Agreement.

NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY,
a division of the North Carolina Department of Public Safety

By: _____
Laura Hogshead, Director

Date: _____

EDGECOMBE COUNTY, NORTH CAROLINA,

By: _____
Eric Evans, County Manager

Date: _____

APPENDIX A
Edgecombe County Properties

Property Street Address	Parcel Number		
100 DODGE POINTE DR	4714-07-7010	280 DODGE POINTE DR	4714-16-3311
122 DODGE POINTE DR	4714-06-7994	304 DODGE POINTE DR	4714-16-4141
142 DODGE POINTE DR	4714-06-8865	267 DODGE POINTE DR	4714-16-4582
180 DODGE POINTE DR	4714-06-9781	257 DODGE POINTE DR	4714-16-4622
160 DODGE POINTE DR	4714-06-9840	285 DODGE POINTE DR	4714-16-5467
32 DODGE POINT DR	4714-07-4370	143 DODGE POINTE DR	4714-17-0095
62 DODGE POINTE DR	4714-07-5176	91 SANDY CT	4714-17-0467
62 DODGE POINT DRIVE	4714-07-5176	2381 BYNUM FARM RD	4714-17-0706
76 DODGE POINTE DR	4714-07-6058	2381 BYNUM FARM RD	4714-17-0706
41 DODGE POINTE DR	4714-07-7496	2361 BYNUM FARM RD	4714-17-0882
19 DODGE POINTE DR	4714-07-7526	66 SANDY CT	4714-17-1169
81 DODGE POINTE DR	4714-07-8277	111 SANDY CT	4714-17-1526
81 DODGE POINTE DR	4714-07-8277	131 SANDY CT	4714-17-1694
61 DODGE POINTE DR	4714-07-8304	2333 BYNUM FARM RD	4714-17-1869
BYNUM FARM RD	4714-07-8639	86 SANDY CT	4714-17-2265
119 DODGE POINTE DR	4714-07-9193	94 BYNUM DR	4714-18-3980
65 SANDY CT	4714-07-9482	223 BYNUM DR	4714-09-7258
2393 BYNUM FARM RD	4714-07-9629	147 SANDY CT	4714-17-2783
126 LANGLEY CIR	4714-08-6684	BYNUM FARM RD	4714-17-2975
100 LANGLEY CIR	4714-08-6705	100 SANDY CT	4714-17-3343
LANGLEY CIR	4714-08-6901	122 SANDY CT	4714-17-3486
138 LANGLEY CIR	4714-08-7556	BYNUM FARM RD	4714-17-3997
158 LANGLEY CIR	4714-08-8446	SR 1200	4714-18-0146
115 LANGLEY CIR	4714-08-8812	201 LANGLEY CIR	4714-18-0714
59 LANGLEY CIR	4714-08-8899	219 LANGLEY CIR	4714-18-0891
170 LANGLEY CIR	4714-08-9481	2284 BYNUM FARM RD	4714-18-1245
139 LANGLEY CIR	4714-08-9629	196 LANGLEY CIR	4714-18-1567
39 LANGLEY CIR	4714-08-9966	237 LANGLEY CIR	4714-18-1867
74 LANGLEY CIR	4714-09-6055	2268 BYNUM FARM RD	4714-18-2306
48 LANGLEY CIR	4714-09-7143	2264 BYNUM FARM RD	4714-18-2398
26 LANGLEY CIR	4714-09-8178	216 LANGLEY CIR	4714-18-2651
204 DODGE POINTE DR	4714-16-0652	2250 BYNUM FARM RD	4714-18-3493
240 DODGE POINTE DR	4714-16-1486	234 LANGLEY CIR	4714-18-3637
224 DODGE POINTE DR	4714-16-1523	2277 BYNUM FARM RD	4714-18-4130
169 DODGE POINTE DR	4714-16-1985	29 BYNUM DR	4714-18-4560
258 DODGE POINTE DR	4714-16-2348	70 BYNUM DR	4714-18-4870
211 DODGE POINTE DR	4714-16-2797	2247 BYNUM FARM RD	4714-18-5117
191 DODGE POINTE DR	4714-16-2845	BYNUM FARM RD	4714-18-5293
298 DODGE POINTE DR	4714-16-3273	46 BYNUM DR	4714-18-5659
		2215 BYNUM FARM RD	4714-18-6279

20 BYNUM DR	4714-18-6559	BOGEY ST	4737-62-7974
2197 BYNUM FARM RD	4714-18-7355	123 JENKINS ST	4737-63-0702
DEAN ST	4714-18-8129	147 JENKINS ST	4737-63-0804
84 DEAN ST	4714-18-8181	169 JENKINS ST	4737-63-0935
2169 BYNUM FARM RD	4714-18-8477	60 STRONACH ST	4737-63-2134
2149 BYNUM FARM RD	4714-18-9553	44 JENKINS ST	4737-63-2245
21 LANGLEY CIR	4714-19-0033	STRONACH ST	4737-63-3132
176 BYNUM DR	4714-19-1221	JENKINS ST	4737-63-3307
122 BYNUM DR	4714-19-2090	93 BOGEY ST	4737-63-3380
148 BYNUM DR	4714-19-2110	72 JENKINS ST	4737-63-3415
BYNUM MILL CK	4714-27-3924	142 JENKINS ST	4737-63-3864
19 FRANCES DR	4714-28-0229	JENKINS ST	4737-63-3967
2111 BYNUM FARM RD	4714-28-0631	71 BOGEY ST	4737-63-4139
22 FRANCES DR	4714-28-1099	STRONACH ST	4737-63-4170
43 FRANCES DR	4714-28-1306	BOGEY ST	4737-63-4253
69 FRANCES DR	4714-28-1483	133 BOGEY ST	4737-63-4533
2101 BYNUM FARM RD	4714-28-1627	114 JENKINS ST	4737-63-4633
2083 BYNUM FARM RD	4714-28-1795	101 BOGEY	4737-63-5305
48 FRANCES DR	4714-28-2176	119 BOGEY ST	4737-63-5402
73 FRANCES DR	4714-28-2570	187 BOGEY ST	4737-63-5737
FRANCES DR	4714-28-3083	199 BOGEY ST	4737-63-5865
62 FRANCES DR	4714-28-3252	219 BOGEY ST	4737-63-5976
107 FRANCES DR	4714-28-3556	88 BOGEY ST	4737-63-6297
2061 BYNUM FARM RD	4714-28-3812	890 NC 33 EAST	4737-63-7094
84 FRANCES DR	4714-28-4340	76 BOGEY ST	4737-63-7106
125 FRANCES DR	4714-28-4622	110 BOGEY ST	4737-63-7356
FRANCES DR	4714-28-4699	144 BOGEY ST	4737-63-7477
2025 BYNUM FARM RD	4714-28-4922	152 BOGEY ST	4737-63-7597
1999 BYNUM FARM RD	4714-28-4999	868 NC 33 EAST	4737-63-8153
98 FRANCES DR	4714-28-5317	NC 33 EAST	4737-63-8235
118 FRANCES DR	4714-28-5493	880 NC 33 EAST	4737-63-9048
161 FRANCES DR	4714-28-5775	862 NC 33 EAST	4737-63-9153
136 FRANCES DR	4714-28-6479	854 NC 33 EAST	4737-63-9273
169 FRANCES DR	4714-28-6852	824 NC 33 EAST	4737-63-9353
166 FRANCES DR	4714-28-7545	820 NC 33 EAST	4737-63-9473
170 FRANCES DR	4714-28-8771	802 NC 33 EAST	4737-63-9571
199 JENKINS ST	4737-54-9168	792 NC 33 EAST	4737-63-9586
19 JENKINS ST	4737-53-9129	748 NC 33 EAST	4737-63-9714
41 JENKINS ST	4737-53-9330	730 NC 33 EAST	4737-63-9849
49 JENKINS ST	4737-53-9450	JENKINS ST	4737-64-0055
JENKINS ST	4737-53-9560	213 JENKINS ST	4737-64-0286
JENKINS ST	4737-53-9681	49 JENKINS SPUR	4737-64-0649
424 S JENKINS ST	4737-64-9524	191 JENKINS ST	4737-64-1154
CLARK ST	4737-62-7854	235 JENKINS ST	4737-64-1306

263 JENKINS ST	4737-64-1427	334 RIDGEWOOD RD	4737-84-7527
289 JENKINS ST	4737-64-1547	350 RIDGEWOOD RD	4737-84-7582
289 JENKINS ST	4737-64-2656	366 RIDGEWOOD RD	4737-84-8446
174 JENKINS ST	4737-64-4014	327 RIDGEWOOD DR	4737-84-8795
237 BOGEY ST	4737-64-5097	319 RIDGEWOOD RD	4737-84-8821
263 BOGEY ST	4737-64-5129	400 RIDGEWOOD RD	4737-84-9364
BOGEY ST	4737-64-5239	384 RIDGEWOOD RD	4737-84-9400
301 BOGEY ST	4737-64-5369	116 RIDGEWOOD RD	4737-85-0226
317 BOGEY ST	4737-64-5489	166 RIDGEWOOD ROAD	4737-85-0281
337 BOGEY ST	4737-64-6600	103 RIDGEWOOD RD	4737-85-0655
BOGEY ST	4737-64-8048	194 RIDGEWOOD RD	4737-85-1088
664 NC 33 EAST	4737-64-9291	182 RIDGEWOOD RD	4737-85-1135
312 BOGEY ST	4737-64-9347	119 RIDGEWOOD RD	4737-85-1509
48 RIDGEWOOD RD	4737-75-6519	133 RIDGEWOOD RD	4737-85-1543
16 RIDGEWOOD RD	4737-75-6731	149 RIDGEWOOD RD	4737-85-2407
25 RIDGEWOOD RD	4737-75-6847	163 RIDGEWOOD RD	4737-85-2451
704 NC 33 EAST	4737-73-0929	193 RIDGEWOOD RD	4737-85-3269
684 NC 33 EAST	4737-74-0049	177 RIDGEWOOD RD	4737-85-3316
652 NC 33 EAST	4737-74-1344	225 RIDGEWOOD RD	4737-85-4177
NC 33 EAST HWY	4737-74-1501	209 RIDGEWOOD RD	4737-85-4213
327 NC 33 EAST	4737-75-6985	255 RIDGEWOOD RD	4737-85-5096
78 RIDGEWOOD RD	4737-75-7547	239 RIDGEWOOD RD	4737-85-5121
106 RIDGEWOOD RD	4737-75-8453	510 RIDGEWOOD RD	4737-93-3995
88 RIDGEWOOD RD	4737-75-8500	526 RIDGEWOOD RD	4737-93-4859
57 RIDGEWOOD RD	4737-75-8894	543 RIDGEWOOD RD	4737-93-7946
45 RIDGEWOOD RD	4737-75-8931	414 RIDGEWOOD RD	4737-94-0229
120 RIDGEWOOD RD	4737-75-9317	430 RIDGEWOOD RD	4737-94-0283
142 RIDGEWOOD RD	4737-75-9372	387 RIDGEWOOD RD	4737-94-0567
75 RIDGEWOOD RD	4737-75-9737	371 RIDGEWOOD RD	4737-94-0603
87 RIDGEWOOD RD	4737-75-9791	448 RIDGEWOOD RD	4737-94-1148
309 NC 33 EAST	4737-76-7004	207 RIDGEWOOD RD	4737-94-1497
28 CONCRETE RD	4737-76-7171	RIDGEWOOD RD	4737-94-1522
303 RIDGEWOOD RD	4737-84-7857	480 RIDGEWOOD RD	4737-94-2076
212 RIDGEWOOD RD	4737-85-2065	464 RIDGEWOOD RD	4737-94-2102
234 RIDGEWOOD RD	4737-84-2985	209 RIDGEWOOD RD	4737-94-2451
248 RIDGEWOOD RD	4737-84-3961	494 RIDGEWOOD RD	4737-94-3031
258 RIDGEWOOD RD	4737-84-4826	211 RIDGEWOOD RD	4737-94-3315
270 RIDGEWOOD RD	4737-84-4870	213 RIDGEWOOD RD	4737-94-3370
288 RIDGEWOOD RD	4737-84-5734	215 RIDGEWOOD RD	4737-94-4234
304 RIDGEWOOD RD	4737-84-6609	499 RIDGEWOOD RD	4737-94-5108
318 RIDGEWOOD RD	4737-84-6653	RIDGEWOOD RD	4737-94-5162
271 RIDGEWOOD RD	4737-84-6906	521 RIDGEWOOD RD	4737-94-6035
287 RIDGEWOOD RD	4737-84-6983		



Resolution to Accept Strategic Buyout Program Properties

WHEREAS, that on March 6, 2020 Edgecombe County (the County) entered into a "Cooperative Agreement" with the North Carolina Department of Public Safety, Office of Recovery and Resiliency (NCORR) to participate in the North Carolina CDBG Buyout Program (Buyout Program)

WHEREAS, the purpose of this program is to mitigate disaster risks and reduce future losses due to natural disasters.

WHEREAS, pursuant to the Buyout Program, Robeson County will accept applications from property owners to purchase said property owners' properties pursuant to the terms of the "Cooperative Agreement" previously approved by the Board of Commissioners

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for Edgecombe County that:

1. Pursuant to the March 6, 2020 Agreement, the Board hereby authorizes the County Manager to determine which properties to accept without the need for further Board approval or public notice.
2. The Board hereby authorizes the County Manager to accept the properties listed in Exhibit A, herein incorporated by reference,
3. The County Manager or his Designee shall be the duly authorized county representative at the property closing and shall be authorized to sign all closing documents.

Adopted by the Edgecombe County Board of Commissioners on this the 6th day of November, 2023

Signed:

Attest:

Leonard Wiggins, Chairman

Frangie Mungo, Clerk

APPENDIX A
Edgecombe County Properties

Property Street Address	Parcel Number		
100 DODGE POINTE DR	4714-07-7010	280 DODGE POINTE DR	4714-16-3311
122 DODGE POINTE DR	4714-06-7994	304 DODGE POINTE DR	4714-16-4141
142 DODGE POINTE DR	4714-06-8865	267 DODGE POINTE DR	4714-16-4582
180 DODGE POINTE DR	4714-06-9781	257 DODGE POINTE DR	4714-16-4622
160 DODGE POINTE DR	4714-06-9840	285 DODGE POINTE DR	4714-16-5467
32 DODGE POINT DR	4714-07-4370	143 DODGE POINTE DR	4714-17-0095
62 DODGE POINTE DR	4714-07-5176	91 SANDY CT	4714-17-0467
62 DODGE POINT DRIVE	4714-07-5176	2381 BYNUM FARM RD	4714-17-0706
76 DODGE POINTE DR	4714-07-6058	2381 BYNUM FARM RD	4714-17-0706
41 DODGE POINTE DR	4714-07-7496	2361 BYNUM FARM RD	4714-17-0882
19 DODGE POINTE DR	4714-07-7526	66 SANDY CT	4714-17-1169
81 DODGE POINTE DR	4714-07-8277	111 SANDY CT	4714-17-1526
81 DODGE POINTE DR	4714-07-8277	131 SANDY CT	4714-17-1694
61 DODGE POINTE DR	4714-07-8304	2333 BYNUM FARM RD	4714-17-1869
BYNUM FARM RD	4714-07-8639	86 SANDY CT	4714-17-2265
119 DODGE POINTE DR	4714-07-9193	94 BYNUM DR	4714-18-3980
65 SANDY CT	4714-07-9482	223 BYNUM DR	4714-09-7258
2393 BYNUM FARM RD	4714-07-9629	147 SANDY CT	4714-17-2783
126 LANGLEY CIR	4714-08-6684	BYNUM FARM RD	4714-17-2975
100 LANGLEY CIR	4714-08-6705	100 SANDY CT	4714-17-3343
LANGLEY CIR	4714-08-6901	122 SANDY CT	4714-17-3486
138 LANGLEY CIR	4714-08-7556	BYNUM FARM RD	4714-17-3997
158 LANGLEY CIR	4714-08-8446	SR 1200	4714-18-0146
115 LANGLEY CIR	4714-08-8812	201 LANGLEY CIR	4714-18-0714
59 LANGLEY CIR	4714-08-8899	219 LANGLEY CIR	4714-18-0891
170 LANGLEY CIR	4714-08-9481	2284 BYNUM FARM RD	4714-18-1245
139 LANGLEY CIR	4714-08-9629	196 LANGLEY CIR	4714-18-1567
39 LANGLEY CIR	4714-08-9966	237 LANGLEY CIR	4714-18-1867
74 LANGLEY CIR	4714-09-6055	2268 BYNUM FARM RD	4714-18-2306
48 LANGLEY CIR	4714-09-7143	2264 BYNUM FARM RD	4714-18-2398
26 LANGLEY CIR	4714-09-8178	216 LANGLEY CIR	4714-18-2651
204 DODGE POINTE DR	4714-16-0652	2250 BYNUM FARM RD	4714-18-3493
240 DODGE POINTE DR	4714-16-1486	234 LANGLEY CIR	4714-18-3637
224 DODGE POINTE DR	4714-16-1523	2277 BYNUM FARM RD	4714-18-4130
169 DODGE POINTE DR	4714-16-1985	29 BYNUM DR	4714-18-4560
258 DODGE POINTE DR	4714-16-2348	70 BYNUM DR	4714-18-4870
211 DODGE POINTE DR	4714-16-2797	2247 BYNUM FARM RD	4714-18-5117
191 DODGE POINTE DR	4714-16-2845	BYNUM FARM RD	4714-18-5293
298 DODGE POINTE DR	4714-16-3273	46 BYNUM DR	4714-18-5659
		2215 BYNUM FARM RD	4714-18-6279

20 BYNUM DR	4714-18-6559	BOGEY ST	4737-62-7974
2197 BYNUM FARM RD	4714-18-7355	123 JENKINS ST	4737-63-0702
DEAN ST	4714-18-8129	147 JENKINS ST	4737-63-0804
84 DEAN ST	4714-18-8181	169 JENKINS ST	4737-63-0935
2169 BYNUM FARM RD	4714-18-8477	60 STRONACH ST	4737-63-2134
2149 BYNUM FARM RD	4714-18-9553	44 JENKINS ST	4737-63-2245
21 LANGLEY CIR	4714-19-0033	STRONACH ST	4737-63-3132
176 BYNUM DR	4714-19-1221	JENKINS ST	4737-63-3307
122 BYNUM DR	4714-19-2090	93 BOGEY ST	4737-63-3380
148 BYNUM DR	4714-19-2110	72 JENKINS ST	4737-63-3415
BYNUM MILL CK	4714-27-3924	142 JENKINS ST	4737-63-3864
19 FRANCES DR	4714-28-0229	JENKINS ST	4737-63-3967
2111 BYNUM FARM RD	4714-28-0631	71 BOGEY ST	4737-63-4139
22 FRANCES DR	4714-28-1099	STRONACH ST	4737-63-4170
43 FRANCES DR	4714-28-1306	BOGEY ST	4737-63-4253
69 FRANCES DR	4714-28-1483	133 BOGEY ST	4737-63-4533
2101 BYNUM FARM RD	4714-28-1627	114 JENKINS ST	4737-63-4633
2083 BYNUM FARM RD	4714-28-1795	101 BOGEY	4737-63-5305
48 FRANCES DR	4714-28-2176	119 BOGEY ST	4737-63-5402
73 FRANCES DR	4714-28-2570	187 BOGEY ST	4737-63-5737
FRANCES DR	4714-28-3083	199 BOGEY ST	4737-63-5865
62 FRANCES DR	4714-28-3252	219 BOGEY ST	4737-63-5976
107 FRANCES DR	4714-28-3556	88 BOGEY ST	4737-63-6297
2061 BYNUM FARM RD	4714-28-3812	890 NC 33 EAST	4737-63-7094
84 FRANCES DR	4714-28-4340	76 BOGEY ST	4737-63-7106
125 FRANCES DR	4714-28-4622	110 BOGEY ST	4737-63-7356
FRANCES DR	4714-28-4699	144 BOGEY ST	4737-63-7477
2025 BYNUM FARM RD	4714-28-4922	152 BOGEY ST	4737-63-7597
1999 BYNUM FARM RD	4714-28-4999	868 NC 33 EAST	4737-63-8153
98 FRANCES DR	4714-28-5317	NC 33 EAST	4737-63-8235
118 FRANCES DR	4714-28-5493	880 NC 33 EAST	4737-63-9048
161 FRANCES DR	4714-28-5775	862 NC 33 EAST	4737-63-9153
136 FRANCES DR	4714-28-6479	854 NC 33 EAST	4737-63-9273
169 FRANCES DR	4714-28-6852	824 NC 33 EAST	4737-63-9353
166 FRANCES DR	4714-28-7545	820 NC 33 EAST	4737-63-9473
170 FRANCES DR	4714-28-8771	802 NC 33 EAST	4737-63-9571
199 JENKINS ST	4737-54-9168	792 NC 33 EAST	4737-63-9586
19 JENKINS ST	4737-53-9129	748 NC 33 EAST	4737-63-9714
41 JENKINS ST	4737-53-9330	730 NC 33 EAST	4737-63-9849
49 JENKINS ST	4737-53-9450	JENKINS ST	4737-64-0055
JENKINS ST	4737-53-9560	213 JENKINS ST	4737-64-0286
JENKINS ST	4737-53-9681	49 JENKINS SPUR	4737-64-0649
424 S JENKINS ST	4737-64-9524	191 JENKINS ST	4737-64-1154
CLARK ST	4737-62-7854	235 JENKINS ST	4737-64-1306

263 JENKINS ST	4737-64-1427	334 RIDGEWOOD RD	4737-84-7527
289 JENKINS ST	4737-64-1547	350 RIDGEWOOD RD	4737-84-7582
289 JENKINS ST	4737-64-2656	366 RIDGEWOOD RD	4737-84-8446
174 JENKINS ST	4737-64-4014	327 RIDGEWOOD DR	4737-84-8795
237 BOGEY ST	4737-64-5097	319 RIDGEWOOD RD	4737-84-8821
263 BOGEY ST	4737-64-5129	400 RIDGEWOOD RD	4737-84-9364
BOGEY ST	4737-64-5239	384 RIDGEWOOD RD	4737-84-9400
301 BOGEY ST	4737-64-5369	116 RIDGEWOOD RD	4737-85-0226
317 BOGEY ST	4737-64-5489	166 RIDGEWOOD ROAD	4737-85-0281
337 BOGEY ST	4737-64-6600	103 RIDGEWOOD RD	4737-85-0655
BOGEY ST	4737-64-8048	194 RIDGEWOOD RD	4737-85-1088
664 NC 33 EAST	4737-64-9291	182 RIDGEWOOD RD	4737-85-1135
312 BOGEY ST	4737-64-9347	119 RIDGEWOOD RD	4737-85-1509
48 RIDGEWOOD RD	4737-75-6519	133 RIDGEWOOD RD	4737-85-1543
16 RIDGEWOOD RD	4737-75-6731	149 RIDGEWOOD RD	4737-85-2407
25 RIDGEWOOD RD	4737-75-6847	163 RIDGEWOOD RD	4737-85-2451
704 NC 33 EAST	4737-73-0929	193 RIDGEWOOD RD	4737-85-3269
684 NC 33 EAST	4737-74-0049	177 RIDGEWOOD RD	4737-85-3316
652 NC 33 EAST	4737-74-1344	225 RIDGEWOOD RD	4737-85-4177
NC 33 EAST HWY	4737-74-1501	209 RIDGEWOOD RD	4737-85-4213
327 NC 33 EAST	4737-75-6985	255 RIDGEWOOD RD	4737-85-5096
78 RIDGEWOOD RD	4737-75-7547	239 RIDGEWOOD RD	4737-85-5121
106 RIDGEWOOD RD	4737-75-8453	510 RIDGEWOOD RD	4737-93-3995
88 RIDGEWOOD RD	4737-75-8500	526 RIDGEWOOD RD	4737-93-4859
57 RIDGEWOOD RD	4737-75-8894	543 RIDGEWOOD RD	4737-93-7946
45 RIDGEWOOD RD	4737-75-8931	414 RIDGEWOOD RD	4737-94-0229
120 RIDGEWOOD RD	4737-75-9317	430 RIDGEWOOD RD	4737-94-0283
142 RIDGEWOOD RD	4737-75-9372	387 RIDGEWOOD RD	4737-94-0567
75 RIDGEWOOD RD	4737-75-9737	371 RIDGEWOOD RD	4737-94-0603
87 RIDGEWOOD RD	4737-75-9791	448 RIDGEWOOD RD	4737-94-1148
309 NC 33 EAST	4737-76-7004	207 RIDGEWOOD RD	4737-94-1497
28 CONCRETE RD	4737-76-7171	RIDGEWOOD RD	4737-94-1522
303 RIDGEWOOD RD	4737-84-7857	480 RIDGEWOOD RD	4737-94-2076
212 RIDGEWOOD RD	4737-85-2065	464 RIDGEWOOD RD	4737-94-2102
234 RIDGEWOOD RD	4737-84-2985	209 RIDGEWOOD RD	4737-94-2451
248 RIDGEWOOD RD	4737-84-3961	494 RIDGEWOOD RD	4737-94-3031
258 RIDGEWOOD RD	4737-84-4826	211 RIDGEWOOD RD	4737-94-3315
270 RIDGEWOOD RD	4737-84-4870	213 RIDGEWOOD RD	4737-94-3370
288 RIDGEWOOD RD	4737-84-5734	215 RIDGEWOOD RD	4737-94-4234
304 RIDGEWOOD RD	4737-84-6609	499 RIDGEWOOD RD	4737-94-5108
318 RIDGEWOOD RD	4737-84-6653	RIDGEWOOD RD	4737-94-5162
271 RIDGEWOOD RD	4737-84-6906	521 RIDGEWOOD RD	4737-94-6035
287 RIDGEWOOD RD	4737-84-6983		

ATTACHMENT #14

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *ee*
Date: 11/2/23
Re: Revisions to the Compensation Plan



As we've continued to review our new Compensation Plan, we've identified additional corrections and additions to be made. Attached is a summary of those changes, which present no additional appropriation needed to the budget.

I recommend that you approve the updated Compensation Plan Ordinance as presented.

**SUMMARY OF CHANGES MADE TO
CLASSIFICATION AND COMPENSATION PLAN
November 6, 2023**

TECHNICAL CORRECTIONS:

GENERAL CLASS

Revenue Clerk I	Correct Grade: Change from G02 to G01
Tax Assistant I	Correct Grade: Change from G01 to G02
Utilities Technician	Changed to Utilities Technician I

EMERGENCY MEDICAL SERVICES

Assistant Paramedic Supervisor	Change title to Assistant EMS Supervisor
Paramedic Supervisor	Change title to EMS Supervisor

NEW CLASSIFICATION:

GENERAL CLASS

Human Resource Specialist I	Grade G05
Human Resource Specialist II	Grade G06
Utilities Technician II	Grade 02

NEW SECTION:

Propose the following language to give the County Manager authority to make “technical corrections” without coming to the Board.

Section 10: AUTHORIZATION TO MAKE TECHNICAL CORRECTIONS: *The County Manager is hereby authorized to make technical corrections to existing job titles or pay grades to properly administer the Compensation and Classification Ordinance in a timely manner. The County Manager shall report changes made at the next regular meeting for information purposes.*

EDGECOMBE COUNTY, NORTH CAROLINA
CLASSIFICATION AND COMPENSATION ORDINANCE FOR FISCAL YEAR 2024

BE IT ORDAINED by the Board of County Commissioners of Edgecombe County, North Carolina, that the County's Classification and Compensation is hereby amended to address technical corrections:

Section 1: SALARY SCHEDULES. The salary minimums, midpoints, and maximums are hereby established for the following employee classification groups: General, Health, Emergency Medical Services and Sheriff effective September 21, 2023. Salary Schedules are included in Sections 3 through 6 with the respective Position Classifications.

Section 2: POSITION CLASSIFICATIONS. Position Titles for full- or part-time regular jobs have been assigned a salary grade within one of the four Salary Schedules. Each class includes a Fair Labor Standards Act (FLSA) designation to indicate if the position is Non-exempt (N) or Exempt (E) with respect to compensation for time and a half overtime. Exempt means an employee is exempt from being paid overtime for hours worked in excess of 40 hours per week.

Section 3-A: GENERAL CLASS SALARY SCHEDULES.

GENERAL CLASS				
GRADE	FLSA	MINIMUM	MIDPOINT	MAXIMUM
G00	N	\$20,800	\$26,000	\$31,200
G01	N	\$26,400	\$33,000	\$39,600
G02	N	\$29,000	\$36,300	\$43,500
G03	N	\$31,900	\$39,900	\$47,900
G04	N	\$35,100	\$43,900	\$52,700
G05	N	\$38,600	\$48,300	\$57,900
G06	N	\$42,500	\$53,100	\$63,800
G07	N	\$46,700	\$58,400	\$70,100
G08	N	\$51,400	\$64,200	\$77,100
G09	E	\$56,500	\$70,600	\$84,800
G10	E	\$62,200	\$80,900	\$99,500
G11	E	\$68,400	\$88,900	\$109,400
G12	E	\$75,200	\$97,800	\$120,300
G13	E	\$82,700	\$107,500	\$132,300
G14	E	\$91,000	\$118,300	\$145,600
G15	E	\$100,100	\$130,100	\$160,200
G16	E	\$110,100	\$143,100	\$176,200

Section 3-B: GENERAL CLASS POSITION CLASSIFICATIONS (in alphabetical order).

*Technical corrections are noted with a double asterisk, **.*

POSITION TITLE	FLSA	GRADE
ACCOUNTING SPECIALIST I	N	G04
ACCOUNTING SPECIALIST II	N	G05
ACCOUNTING TECHNICIAN I	N	G02
ACCOUNTING TECHNICIAN II	N	G03

POSITION TITLE	FLSA	GRADE
ADMINISTRATIVE ASSISTANT I	N	G01
ADMINISTRATIVE ASSISTANT II	N	G02
ADMINISTRATIVE ASSISTANT III	N	G03
ADMINISTRATIVE OFFICER	N	G04
ADMINISTRATIVE SUPPORT SPECIALIST	N	G01
ANIMAL CONTROL LEAD OFFICER	N	G03
ANIMAL CONTROL OFFICER	N	G01
ANIMAL SHELTER ATTENDANT	N	G00
ASSISTANT COUNTY MANAGER	E	G13
ASSISTANT FINANCE DIRECTOR	N	G08
ASSISTANT REGISTER OF DEEDS	N	G06
ASSISTANT TELECOMMUNICATIONS DIRECTOR	N	G06
ASSISTANT UTILITIES DIRECTOR	N	G08
ATTORNEY - SOCIAL SERVICES	E	G10
BILLING SUPERVISOR	N	G05
BOARD OF ELECTIONS DIRECTOR	E	G11
BREASTFEEDING PEER COUNSELOR	N	G03
BUILDING INSPECTOR I	N	G06
BUILDING INSPECTOR II	N	G08
BUSINESS PERSONAL PROPERTY APPRAISER	N	G06
CAREER NAVIGATOR	N	G07
CHIEF FINANCIAL OFFICER	E	G13
CHIEF INFORMATION OFFICER	E	G12
CHILD SUPPORT AGENT I	N	G03
CHILD SUPPORT AGENT II	N	G04
CHILD SUPPORT SUPERVISOR I	N	G06
CHILD SUPPORT SUPERVISOR II	N	G07
COLLECTION CLERK	N	G04
COMMUNITY DEVELOPMENT SPECIALIST I	N	G04
COMMUNITY DEVELOPMENT SPECIALIST II	N	G05
COMMUNITY HEALTH TECHNICIAN	N	G01
COMMUNITY SOCIAL SERVICES TECHNICIAN	N	G01
CONVENIENCE CENTER ATTENDANT	N	G00
COOK	N	G01
COOK SUPERVISOR	N	G02
COUNTY ATTORNEY	E	G15
COUNTY MANAGER	E	G16
CUSTODIAL TEAM LEAD	N	G02
CUSTODIAL TECHNICIAN	N	G01
DELINQUENT TAX SPECIALIST	N	G03
DEPUTY COUNTY MANAGER	E	G14
DEPUTY ELECTIONS DIRECTOR	N	G08

	POSITION TITLE	FLSA	GRADE
	DEPUTY FIRE MARSHALL	N	G08
	DEPUTY HEALTH DIRECTOR	E	G10
	DEPUTY REGISTER OF DEEDS I	N	G01
	DEPUTY REGISTER OF DEEDS II	N	G02
	DEPUTY REGISTER OF DEEDS III	N	G03
	DEPUTY TAX ADMINISTRATOR	E	G10
	DEPUTY TAX ASSESSOR	N	G08
	DEPUTY TAX COLLECTOR	N	G08
	DIRECTOR OF PLANNING & INSPECTIONS	E	G11
	ELECTIONS SPECIALIST I	N	G02
	ELECTIONS SPECIALIST II	N	G03
	ELECTIONS TECHNICIAN	N	G01
	EMERGENCY SERVICES COORDINATOR	N	G08
	EMERGENCY SERVICES DIRECTOR	E	G12
	EMS BILLING SPECIALIST	N	G04
	ENVIRONMENTAL HEALTH MANAGER	E	G09
	ENVIRONMENTAL HEALTH SPECIALIST	N	G05
	ENVIRONMENTAL HEALTH SUPERVISOR	N	G07
	ENVIRONMENTAL HEALTH TECHNICIAN	N	G01
	EXECUTIVE ASSISTANT I	N	G05
	EXECUTIVE ASSISTANT II	N	G06
	FOREIGN LANGUAGE INTERPRETER	N	G01
	GENERAL UTILITY WORKER	N	G02
	GIS COORDINATOR	N	G06
	GIS TECHNICIAN	N	G03
	GRANT ADMINISTRATOR/ACCOUNTANT	N	G06
	HEALTH DEPT FINANCE OFFICER	N	G06
	HEALTH DIRECTOR	E	G12
	HEALTH EDUCATION SUPERVISOR	E	G09
	HEAVY EQUIPMENT OPERATOR	N	G03
	HUMAN RESOURCES DIRECTOR	E	G11
	HUMAN RESOURCES PLACEMENT SPECIALIST	N	G04
NEW	HUMAN RESOURCES SPECIALIST I	N	G05
NEW	HUMAN RESOURCES SPECIALIST II	N	G06
	HUMAN RESOURCES TECHNICIAN I	N	G03
	HUMAN RESOURCES TECHNICIAN II	N	G04
	INCOME MAINTENANCE CASEWORKER I	N	G02
	INCOME MAINTENANCE CASEWORKER II	N	G03
	INCOME MAINTENANCE CASEWORKER III	N	G04
	INCOME MAINTENANCE INVESTIGATOR I	N	G03

POSITION TITLE	FLSA	GRADE
INCOME MAINTENANCE INVESTIGATOR II	N	G04
INCOME MAINTENANCE PROGRAM ADMIN I	N	G07
INCOME MAINTENANCE PROGRAM ADMIN II	N	G08
INCOME MAINTENANCE SUPERVISOR I	N	G04
INCOME MAINTENANCE SUPERVISOR II	N	G05
INCOME MAINTENANCE SUPERVISOR III	N	G06
INCOME MAINTENANCE TECHNICIAN	N	G01
LEAD CHILD SUPPORT AGENT	N	G05
LPA CLERK	N	G01
MAINTENANCE DIRECTOR	E	G11
MAINTENANCE TEAM LEAD	N	G05
MAINTENANCE TECHNICIAN I	N	G02
MAINTENANCE TECHNICIAN II	N	G03
NETWORK SYSTEMS ADMINISTRATOR	E	G09
OFFICE ON AGING DIRECTOR	E	G09
PARALEGAL	N	G06
PARKS AND RECREATION DIRECTOR	E	G09
PAYROLL ADMINISTRATOR	N	G05
PERMIT TECHNICIAN	N	G03
PERSONAL PROPERTY APPRAISER	N	G06
PLANNER	N	G05
PLANNING TECHNICIAN	N	G03
PUBLIC HEALTH EDUCATION SPECIALIST	N	G04
PUBLIC HEALTH EDUCATOR I	N	G03
PUBLIC HEALTH EDUCATOR II	N	G05
PUBLIC INFORMATION SPECIALIST	N	G02
PURCHASING MANAGER	N	G05
REAL PROPERTY APPRAISER	N	G06
REVENUE CLERK I	N	G01
REVENUE CLERK II	N	G02
REVENUE CLERK III	N	G03
SENIOR MAINTENANCE TECHNICIAN	N	G04
SENIOR PLANNER	N	G07
SENIOR TECHNICAL SUPPORT ANALYST	N	G07
SOCIAL SERVICES DIRECTOR	E	G12
SOCIAL SERVICES FINANCE OFFICER	N	G06
SOCIAL SERVICES PROGRAM ADMIN II	E	G10
SOCIAL WORK SUPERVISOR I	N	G06

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POSITION TITLE	FLSA	GRADE
SOCIAL WORK SUPERVISOR II	N	G07
SOCIAL WORK SUPERVISOR III	N	G08
SOCIAL WORKER I	N	G03
SOCIAL WORKER II	N	G04
SOCIAL WORKER III	N	G05
SOIL & WATER CONSERVATION DIRECTOR	E	G10
SOIL CONSERVATIONIST	N	G04
SOLID WASTE MANAGEMENT DIRECTOR	E	G11
SOLID WASTE SUPERVISOR	N	G05
SW-INVESTIGATIVE/ASSESSMENT& TREATMENT	N	G06
SYSTEM ADMINISTRATOR	N	G08
TAX ADMINISTRATOR	E	G12
TAX ASSESSOR	N	G10
** TAX ASSISTANT I	N	G02
TAX ASSISTANT II	N	G03
TAX COLLECTOR	N	G10
TECHNICAL SUPPORT ANALYST	N	G06
TECHNOLOGY SUPPORT SPECIALIST	N	G04
TELECOMMUNICATIONS DIRECTOR	N	G08
TELECOMMUNICATIONS SUPERVISOR	N	G05
TELECOMMUNICATOR	N	G04
TRUCK DRIVER	N	G03
UTILITIES CREW LEADER	N	G03
UTILITIES DIRECTOR	E	G11
UTILITIES OPERATION SUPERVISOR	N	G06
** UTILITIES TECHNICIAN I	N	G01
NEW UTILITIES TECHNICIAN II	N	G02
VEHICLE REGISTRATION SUPERVISOR	N	G06
VETERANS SERVICE OFFICER	E	G09
WEIGHMASTER	N	G01

Section 4: HEALTH SALARY AND CLASSIFICATION SCHEDULE.

HEALTH CLASS					
GRADE	JOB TITLE	FLSA	MINIMUM	MIDPOINT	MAXIMUM
H01	DENTAL ASSISTANT	N	\$28,800	\$36,000	\$43,200
H01	NUTRITIONIST I	N	\$28,800	\$36,000	\$43,200
H02	NUTRITIONIST II	N	\$33,100	\$41,400	\$49,700
H03	MEDICAL LABORATORY TECHNICIAN	N	\$38,100	\$47,600	\$57,200
H03	NUTRITIONIST III	N	\$38,100	\$47,600	\$57,200
H03	PRACTICAL NURSE I	N	\$38,100	\$47,600	\$57,200
H04	DENTAL HYGIENIST I	N	\$43,800	\$54,700	\$65,700

HEALTH CLASS					
GRADE	JOB TITLE	FLSA	MINIMUM	MIDPOINT	MAXIMUM
H04	MEDICAL LABORATORY SUPERVISOR	N	\$43,800	\$54,700	\$65,700
H04	NUTRITION PROGRAM DIRECTOR	N	\$43,800	\$54,700	\$65,700
H04	PRACTICAL NURSE II	N	\$43,800	\$54,700	\$65,700
H04	PUBLIC HEALTH NURSE I	N	\$43,800	\$54,700	\$65,700
H05	PUBLIC HEALTH NURSE II	N	\$50,300	\$62,900	\$75,500
H06	DENTAL HYGIENIST II	N	\$57,800	\$72,300	\$86,700
H06	PUBLIC HEALTH NURSE III	N	\$57,800	\$72,300	\$86,700
H07	PUBLIC HEALTH NURSING SUPERVISOR	E	\$66,500	\$83,100	\$99,800
H08	PUBLIC HEALTH NURSING DIRECTOR	E	\$76,500	\$95,600	\$114,800
H09	PHYSICIAN EXTENDER II	E	\$87,900	\$109,900	\$131,900
H11	DENTIST	E	\$126,600	\$158,300	\$189,900

Section 5-A: EMERGENCY MEDICAL SERVICES CLASS SALARY SCHEDULES.

*Technical corrections are noted with a double asterisk (**).*

EMS CLASS - HOURLY RATES						
GRADE	JOB TITLE	FLSA	SHIFT	MINIMUM	MIDPOINT	MAXIMUM
E01A	EMT BASIC	N	2236	\$16.50	\$20.63	\$24.75
E01B	EMT BASIC	N	2080	\$16.50	\$20.63	\$24.75
E02A	EMT ADVANCED	N	2236	\$17.75	\$22.19	\$26.63
E02B	EMT ADVANCED	N	2080	\$17.75	\$22.19	\$26.63
E03A	PARAMEDIC I	N	2236	\$20.41	\$25.51	\$30.62
E03B	PARAMEDIC I	N	2080	\$20.41	\$25.51	\$30.62
E04A	FIELD TRAINING OFFICER	N	2236	\$22.45	\$28.06	\$33.68
E04A	PARAMEDIC II	N	2236	\$22.45	\$28.06	\$33.68
E04B	COMMUNITY PARAMEDIC	N	2080	\$22.45	\$28.06	\$33.68
** E05	ASSISTANT PARAMEDIC EMS SUPERVISOR	N	2236	\$24.70	\$30.88	\$37.05
** E06A	PARAMEDIC EMS SUPERVISOR	N	2236	\$27.17	\$33.96	\$40.76
E06B	COMMUNITY PARAMEDIC SUPERVISOR	N	2080	\$27.17	\$33.96	\$40.76
E07	EMERGENCY MEDICAL SERVICES MANAGER	E	2080	\$67,000	\$83,750	\$100,500

Section 5-B: EMERGENCY MEDICAL SERVICES EXPECTED ANNUAL SALARY RANGES. Emergency Medical Positions shifts include scheduled overtime subject to requirements of the Fair Labor Standard Act. The schedule overtime must be considered when determining the annual compensation. The following table computes the annual salary minimum, midpoint and maximum based on the scheduled shift hours, the hourly rate and the expected overtime. For a Shift of 2236, an employee will work 1924 hours at straight time and 312 hours at one and a half times their hourly rate.

EMS CLASS - ANNUAL EXPECTED SALARY RANGES INCLUDING SCHEDULED OVERTIME FOR 24/72 SHIFTS						
GRADE	JOB TITLE	FLSA	SHIFT	MINIMUM	MIDPOINT	MAXIMUM
E01A	EMT BASIC	N	2236	\$39,468	\$49,347	\$59,202
E01B	EMT BASIC	N	2080	\$34,320	\$42,910	\$51,480
E02A	EMT ADVANCED	N	2236	\$42,458	\$53,078	\$63,699
E02B	EMT ADVANCED	N	2080	\$36,920	\$46,155	\$55,390
E03A	PARAMEDIC I	N	2236	\$48,821	\$61,020	\$73,243
E03B	PARAMEDIC I	N	2080	\$42,453	\$53,061	\$63,690
E04A	FIELD TRAINING OFFICER	N	2236	\$53,700	\$67,120	\$80,563
E04A	PARAMEDIC II	N	2236	\$53,700	\$67,120	\$80,563
E04B	COMMUNITY PARAMEDIC	N	2080	\$46,696	\$58,365	\$70,054
** E05	ASSISTANT PARAMEDIC EMS SUPERVISOR	N	2236	\$59,082	\$73,865	\$88,624
** E06A	PARAMEDIC EMS SUPERVISOR	N	2236	\$64,991	\$81,232	\$97,498
E06B	COMMUNITY PARAMEDIC SUPERVISOR	N	2080	\$56,514	\$70,637	\$84,781
E07	EMERGENCY MEDICAL SERVICES MANAGER	E	2080	\$67,000	\$83,750	\$100,500

Section 6-A: SHERIFF – LAW ENFORCEMENT CLASS SALARY SCHEDULE.

Technical corrections are noted with a double asterisk.

SHERIFF - LAW ENFORCEMENT CLASS					
Grade	Job Title	FLSA	Min	Mid	Max
S01	DEPUTY I	N	\$43,500	\$54,000	\$64,600
S02	DEPUTY II	N	\$44,900	\$55,800	\$66,700
S03	DEPUTY III	N	\$46,400	\$57,600	\$68,900
S04	DEPUTY CORPORAL I	N	\$47,900	\$59,500	\$71,100
S05	DEPUTY CORPORAL II	N	\$49,500	\$61,500	\$73,500
S06	DETECTIVE I	N	\$51,100	\$63,500	\$75,900
S07	DETECTIVE II	N	\$52,800	\$65,600	\$78,400
S08	DEPUTY SERGEANT I	N	\$54,500	\$67,700	\$80,900
S09	DEPUTY SERGEANT II	N	\$56,300	\$69,900	\$83,600
S10	DEPUTY LIEUTENANT I	N	\$58,200	\$72,300	\$86,400
S11	DEPUTY LIEUTENANT II	N	\$60,100	\$74,700	\$89,200
S12	DEPUTY SHERIFF/CAPTAIN	E	\$63,700	\$79,100	\$94,600
S13	CHIEF DEPUTY SHERIFF/MAJOR	E	\$67,500	\$83,900	\$100,200

Section 6-B: SHERIFF – DETENTION CLASS SALARY SCHEDULE.

Technical corrections are noted with a double asterisk, **.

SHERIFF - DETENTION CLASS					
Grade	Job Title	FLSA	Min	Mid	Max
D01	DETENTION OFFICER I	N	\$39,000	\$48,400	\$57,900
D02	DETENTION OFFICER II	N	\$40,300	\$50,100	\$59,800
D03	DETENTION OFFICER III	N	\$41,600	\$51,700	\$61,800
D04	DETENTION CORPORAL I	N	\$43,000	\$53,400	\$63,800
D05	DETENTION CORPORAL II	N	\$44,400	\$55,200	\$65,900
D06	DETENTION CORPORAL III	N	\$45,900	\$57,000	\$68,100
D07	DETENTION SERGEANT I	N	\$47,400	\$58,900	\$70,400
D08	DETENTION SERGEANT II	N	\$49,000	\$60,900	\$72,700
D09	DETENTION SERGEANT III	N	\$50,600	\$62,900	\$75,100
D10	DETENTION LIEUTENANT I	N	\$52,300	\$65,000	\$77,600
D11	DETENTION LIEUTENANT II	N	\$54,000	\$67,100	\$80,200
D12	DETENTION LIEUTENANT III	N	\$55,800	\$69,300	\$82,800
D13	DETENTION ADMIN/CAPTAIN	E	\$58,600	\$72,800	\$87,000

Section 7: ELECTED OFFICIALS. The County's elected officials, County Commissioners, Register of Deeds and Sheriff, are not included in the Pay and Classification Plan. The salary for elected officials is established annually as part of the annual budget option.

Section 8: SALARIES BELOW MINIMUM. If an employee's annual salary or hourly rate falls below the minimum of the new Grade, the salary will be adjusted to the minimum of the new pay grade effective September 21, 2023.

Section 9: SALARIES ABOVE THE MAXIMUM. If an employee's salary is above the maximum of the New Grade as a result of a new classification, the salary will not be reduced.

Section 10: AUTHORIZATION TO MAKE TECHNICAL CORRECTIONS: *The County Manager is hereby authorized to make technical corrections to existing job titles or pay grades to properly administer the Compensation and Classification Ordinance in a timely manner. The County Manager shall report changes made at the next regular meeting for information purposes.*

Adopted on this the 6th day of November, 2023.

Leonard Wiggins, Chairman

Frangie Mungo, Clerk to the Board

Human Resources Specialist I

FLSA Status: Non-Exempt

General Definition of Work

The Human Resources Specialist I is responsible for providing support to the Human Resources Director and contributing to the efficient operation of the Human Resources Department. This position involves data entry, offering consultation to employees on human resources-related matters, assisting with new employee orientation, training Human Resources Technicians, and other important tasks as directed by the Human Resources Director. The ideal candidate should be well-versed in common human resources processes and procedures, exhibit proficiency in software applications, preferably Human Resources Management systems.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform essential duties.

Essential Functions

- **Data Entry:** Accurately input and maintain employee data and records in human resources databases and systems.
- **Consultation:** Offer guidance and support to employees on human resources-related matters, including policies, procedures, and employee benefits.
- **New Employee Orientation:** Assist in conducting new employee orientations, ensuring a smooth onboarding process.
- **Training:** Provide training and guidance to Human Resources Technicians to enhance their skills and ensure consistent human resources practices.
- **HR Record Maintenance:** Maintain and update personnel records and files in compliance with relevant laws and regulations.
- **Employee Recruitment:** Support the recruitment process, including job postings, candidate screening, and scheduling interviews.
- **Compliance:** Ensure human resources practices are in accordance with legal requirements and best practices.
- **Documentation and Reporting:** Create and maintain human resources documents, including policies, procedures, and employee handbooks and generate reports and analyze data as directed by the Human Resources Director.

Knowledge, Skills, and Abilities

Knowledge of common human resources processes, procedures, and best practices. Extensive experience with computer applications and proficiency in commonly used software. Proficiency in data management and reporting. Strong problem solving and analytical skills with application in complex organizational situations. Attention to detail with a devotion to accuracy and data integrity. Proficiency in current and commonly used computer, software and applications for case management, communication, and data management. Good communication and interpersonal skills. Preferred experience with human resources management systems.

Education and Experience

Associate's degree from an accredited institution in human resources, business administration, or related field. Five years of progressively responsible experience in related work. An equivalent combination of education, training and experience will be considered.

Physical Requirements

- This work requires the occasional exertion of up to 25 pounds of force.
- Work regularly requires speaking or hearing, using hands to finger, handle, or feel and repetitive motions.
- Frequently requires standing, walking, sitting, reaching with hands and arms, and pushing or pulling and occasionally requires stopping, kneeling, crouching, or crawling and lifting.
- Work requires close vision and ability to adjust focus.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instruction to others accurately, loudly, or quickly.
- Hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound.
- Work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities.
- Work occasionally requires exposure to outdoor weather conditions.
- Work is generally in a moderately noisy location (e.g. business office, light traffic).

Other Requirements

Must possess a valid driver's license in the State of North Carolina.

Emergency Response: In the event of an emergency, as determined by the County Manager or designee, participation in preparedness and response operations should be expected. Employee may be required to fill a temporary assignment in a role different from standard duties, work hours and/or work location in preparation for, during and after the emergency. Employee may also be required to participate in relevant exercises and regular preparedness training.

Human Resources Specialist II

FLSA Status: Non-Exempt

General Definition of Work

The Human Resources Specialist II is responsible for providing advanced support to the Human Resources Director and contributing to the efficient operation of the Human Resources Department. This position involves data entry, offering consultation to employees on human resources-related matters, conducting new employee orientation, training Human Resources Technicians and other Human Resources Specialists, and other important tasks as directed by the Human Resources Director. The ideal candidate should be well-versed in common human resources processes and procedures, exhibit proficiency in software applications, preferably Human Resources Management systems.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform essential duties.

Essential Functions

- **Data Entry:** Accurately input, maintain, and provide quality control of employee data and records in human resources databases and systems.
- **Consultation:** Offer guidance and support to employees on human resources-related matters, including policies, procedures, and employee benefits.
- **New Employee Orientation:** Conduct new employee orientations, ensuring a smooth onboarding process.
- **Training:** Provide training and guidance to Human Resources Technicians and Human Resources Specialists to enhance their skills and ensure consistent human resources practices.
- **HR Record Maintenance:** Maintain, update, and audit personnel records to ensure compliance with relevant laws and regulations.
- **Employee Recruitment:** Support the recruitment process, including job postings, candidate screening, and scheduling interviews.
- **Compliance:** Ensure human resources practices are in accordance with legal requirements and best practices.
- **Documentation and Reporting:** Create and maintain human resources documents, including policies, procedures, and employee handbooks and generate reports and analyze data as directed by the Human Resources Director.

Knowledge, Skills, and Abilities

Extensive knowledge of common human resources processes, procedures, and best practices. Extensive experience with computer applications and proficiency in commonly used software. Proficiency in data management and reporting and training staff on such. Strong problem solving and analytical skills with application in complex organizational situations. Attention to detail with a devotion to accuracy and data integrity. Advanced proficiency in current and commonly used computer software and applications for case management, communication, and data management. Excellent communication and interpersonal skills. Experience with human resources management systems.

Education and Experience

Associate's degree from an accredited institution in human resources, business administration, or related field. Bachelor's Degree preferred. Five years of progressively responsible experience in related work. An equivalent combination of education, training and experience will be considered.

Physical Requirements

- This work requires the occasional exertion of up to 25 pounds of force.
- Work regularly requires speaking or hearing, using hands to finger, handle, or feel and repetitive motions.
- Frequently requires standing, walking, sitting, reaching with hands and arms, and pushing or pulling and occasionally requires stopping, kneeling, crouching, or crawling and lifting.
- Work requires close vision and ability to adjust focus.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instruction to others accurately, loudly, or quickly.
- Hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound.
- Work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities.
- Work occasionally requires exposure to outdoor weather conditions.
- Work is generally in a moderately noisy location (e.g. business office, light traffic).

Other Requirements

Must possess a valid driver's license in the State of North Carolina.

Emergency Response: In the event of an emergency, as determined by the County Manager or designee, participation in preparedness and response operations should be expected. Employee may be required to fill a temporary assignment in a role different from standard duties, work hours and/or work location in preparation for, during and after the emergency. Employee may also be required to participate in relevant exercises and regular preparedness training.

Utilities Technician I

FLSA Status: *Non-Exempt*

General Definition of Work

Performs intermediate technical work preparing, repairing and maintaining water and sewer lines, and related work as apparent or assigned. Work is performed under the moderate supervision of the Utilities Operations Supervisor.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

Installs, repairs and replaces water and sewer lines and related facilities.

Paints and flushes hydrants; cuts weeds around hydrants.

Maintains and cleans shop area, water/sewer pump stations and well houses.

Installs, removes, repairs, changes and reads meters; shuts off meters for non-payment.

Repairs line leaks and makes water/sewer taps.

Operates trucks, tractors, back hoe, tapping machines and other equipment in connection with the above tasks.

Knowledge, Skills and Abilities

General knowledge of the tools, materials and equipment used in the installation, replacement, maintenance and repair of utility lines; general knowledge of the safety precautions for this profession; general knowledge of various maintenance and manual tasks involved in the installation, maintenance, repair and replacement of utility lines; general knowledge of the use of common hand and power tools; some knowledge of the safe use and operation and preventive maintenance of common automotive and mechanical equipment; ability to implement safety expectations on the job; ability to operate a wheel loader, air compressor, boring tool, dump truck, tractor, power saw and service truck; ability to perform manual and semiskilled labor for extended periods, often under unfavorable weather conditions; ability to make arithmetic computations using whole numbers, fractions and decimals; ability to establish and maintain effective relationships with associates and the general public.

Education and Experience

High school diploma or GED and moderate experience working in a mechanical or plumbing environment, or equivalent combination of education and experience.

Physical Requirements

This work requires the frequent exertion of up to 50 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires speaking or hearing and using hands to finger, handle or feel, frequently requires standing, walking, stooping, kneeling, crouching or crawling, reaching with hands and arms, lifting and repetitive motions and occasionally requires sitting, climbing or balancing, tasting or smelling and pushing or pulling; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions, frequently requires working near moving mechanical parts and occasionally requires wet, humid conditions (non-weather), working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to extreme cold (non-weather), exposure to extreme heat (non-weather), exposure to the risk of electrical shock, exposure to vibration, wearing a self contained breathing apparatus, exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment and exposure to bodily fluids; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

Utilities Technician I

Special Requirements

Valid Driver's License in the State of North Carolina

Utilities Technician II

FLSA Status: *Non-Exempt*

General Definition of Work

Performs intermediate technical work preparing, repairing and maintaining water and sewer lines, and related work as apparent or assigned. Work is performed under the moderate supervision of the Utilities Operations Supervisor.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

- Installs, repairs and replaces water and sewer lines and related facilities.
- Paints and flushes hydrants; cuts weeds around hydrants.
- Maintains and cleans shop area, water/sewer pump stations and well houses.
- Installs, removes, repairs, changes and reads meters; shuts off meters for non-payment.
- Repairs line leaks and makes water/sewer taps.
- Operates trucks, tractors, back hoe, tapping machines and other equipment in connection with the above tasks.

Knowledge, Skills and Abilities

General knowledge of the tools, materials and equipment used in the installation, replacement, maintenance and repair of utility lines; general knowledge of the safety precautions for this profession; general knowledge of various maintenance and manual tasks involved in the installation, maintenance, repair and replacement of utility lines; general knowledge of the use of common hand and power tools; some knowledge of the safe use and operation and preventive maintenance of common automotive and mechanical equipment; ability to implement safety expectations on the job; ability to operate a wheel loader, air compressor, boring tool, dump truck, tractor, power saw and service truck; ability to perform manual and semiskilled labor for extended periods, often under unfavorable weather conditions; ability to make arithmetic computations using whole numbers, fractions and decimals; ability to establish and maintain effective relationships with associates and the general public.

Education and Experience

High school diploma or GED and moderate experience working in a mechanical or plumbing environment, or equivalent combination of education and experience.

Physical Requirements

This work requires the frequent exertion of up to 50 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires speaking or hearing and using hands to finger, handle or feel, frequently requires standing, walking, stooping, kneeling, crouching or crawling, reaching with hands and arms, lifting and repetitive motions and occasionally requires sitting, climbing or balancing, tasting or smelling and pushing or pulling; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions, frequently requires working near moving mechanical parts and occasionally requires wet, humid conditions (non-weather), working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to extreme cold (non-weather), exposure to extreme heat (non-weather), exposure to the risk of electrical shock, exposure to vibration, wearing a self contained breathing apparatus, exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment and exposure to bodily fluids; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

Utilities Technician II

Special Requirements

Valid Driver's License in the State of North Carolina
Grade C Distribution Certification
Level I Collections Certification
Ability to obtain a Class B Commercial Drivers License.

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 11/2/23
Re: Public Records Policy Update



In April of 2019, you approved our Public Records Policy. This policy addresses records retention, records disposition and responding to public records requests. Since implementing the policy, staff have noted changes and updates needed as it relates to the section on public records requests.

Currently, the policy requires that requests be submitted on the form provided in the policy. Though that form is helpful, sometimes a request is received by email or other written form that provides the necessary information. However, because of the policy, we must ask the requester to transfer that request on our form. Therefore, one change (pages 9 and 10) removes the requirement that the request be on our form.

On page 11, additional information is provided to specify the fee we charge for processing extraordinarily large requests. On page 14, a formatting issue is corrected.

I recommend that you approve the revised Public Records Policy as presented.



Edgecombe County, North Carolina

PUBLIC RECORDS POLICY

Effective

April 2, 2019

[Revised November 6, 2023](#)

A. PURPOSE AND APPLICATION

The purpose of this Public Records Policy (this "Policy") is to assist Edgecombe County ("County") officials and employees in understanding and complying with the public records law, including (1) record retention, (2) record disposition and (3) record inspection, examination and copying (hereafter sometimes jointly "Disclosure") in response to proper public records requests. This Policy is designed to provide guidance only, and in the event of conflict between this Policy and the law, the law prevails. This Policy does not create any new or additional rights or obligations for any person or entity and is not designed to create a higher standard than the laws pertaining to the public records establishes. For purposes of this Policy, the term "County Officials" or "Officials" means all board and commission members and "Employees" means all County employees, including temporary and part-time employees. Volunteers and persons working for a temporary employment service ("temps") are also subject to this Policy, but the County employee supervising the volunteer or "temp" is also responsible for the public records of such volunteer or "temp."

B. PUBLIC RECORDS

1. PUBLIC RECORDS DEFINED

With very few exceptions, all records, including emails, created or received by County Officials and Employees while transacting official County business are public records and must be retained, stored, or disposed of, and made available to the public in accordance with the law. The law is primarily contained in N.C.G.S. 132-1 through N.C.G.S. 132-10 and cases interpreting those statutes (N.C.G.S. 132-1 et seq. can be viewed at the following site:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_132.html.)

N.C.G.S. 132-1 provides that public records are:

all documents, papers letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business

Public records, therefore, include paper and electronic documents, photos, videos, maps, computer files, and computer communications, including emails. (The term "record" used throughout this policy refers to all such "public records" including emails). Unless the purpose and content of a record is personal in nature and not related to the transaction of County business, it is a public record and should be treated, retained and disclosed in accordance with applicable law and this policy.

There are certain records that are exempt from the definition of "public records" and there are certain public records that do not have to be disclosed, however. The record may be a protected or confidential record ("protected record") if there is a federal or state statute or some other legal authority for exempting it from the definition of public record or protecting it from disclosure. Generally, protected records are those that fall within one of the specific legal exemptions set forth in the General Statutes. (see below and N.C.G.S. 132-1.1, 132-1.2, and 132-1.4 for a list of some protected records.)

2. RETENTION AND DISPOSAL OF PUBLIC RECORDS

The law requires that public records be retained in a manner that allows public access, and not destroyed, for specific periods of time. *Retention* means retaining until obsolete, superseded, or until its administrative value is lost. This means that each County official and employee is responsible for maintaining and managing the public records they create or receive, including their emails in accordance with the County's adopted record retention policy. The person who would normally be responsible for maintaining the project or subject file to which the record(s) relates ("file custodian") likely has the duty to maintain the record(s) as required by law. However, the person who creates a record or is the primary recipient of a record should be responsible for that record unless he or she receives assurance that the file custodian is maintaining that record in the file. (See Section B.6. "RESPONSIBILITY FOR THE RECORD," which designates each department director of the County as the official "custodian" of all records in his or her department for the purposes of records requests but makes clear that every employee and official is responsible for record retention and disclosure of records they create or of which they were the primary recipient).

As to all records, the County follows the information and guidelines provided by the North Carolina Department of Cultural Resources, including the Department's Municipal Records and Retention Schedule. See "Disposition Schedule" at:

<https://archives.ncdcr.gov/government/retention-schedules/local-government-schedules>

County officials and employees are directed to review the Disposition Schedule and refer to it as necessary. All records should be managed to meet all retention requirements set forth in Disposition Schedule and legal requirements.

Public records can and should be destroyed after they have been retained for the correct time period as determined by the Disposition Schedule unless there is some other reason that record should be retained, such as an outstanding record request, threatened or commenced litigation, court subpoena or court order, or some state or federal law or grant requirement. After the retention period set forth in Disposition Schedule is met, records may be purged in accordance with the guidelines set by the North Carolina Cultural Resources Department. A public record that is not properly purged remains a public record and must be disclosed upon proper request or upon receipt of a subpoena. Having a plan for the destruction of records eliminates obsolete records and saves resources by not indefinitely and unnecessarily storing records beyond appropriate retention periods. Any record that is retained electronically should be maintained in a secure system that controls access, storage, retrieval, alteration and deletion.

[NOTE: Remember, if you decide to retain records beyond the retention period set forth in Disposition A, you must disclose them upon proper request, even if you would no longer, by law, be required to have the record. For example, if the Disposition Schedule required that you maintain a document for two (2) years and, when the document is aged three (3) years, you receive a public records request or a court order for this document, you must disclose that record. If litigation is threatened or commenced about a matter to which the record pertains, you may not destroy the record.]

Some records are "transitory" and although they are public records, they do not have to be retained after they serve their immediate administrative value. (See Section B.3. "TRANSITORY RECORDS".)

3. TRANSITORY RECORDS

Records that are ephemeral, temporary or transient in nature and have only short-term administrative value are considered transitory records. Transitory records are public records, but because of their nature, they do not have to be retained. Transitory records include, without limitation, messages with short-lived or no administrative value similar to voice mails, self-sticking notes, and facsimile cover sheets that do not contain substantive information, and telephone messages. Transitory records are records that are created primarily for the informal communication of information and not to perpetuate or formalize knowledge. Often, Transitory records serve the simple purpose of notifying recipient(s) that information is attached or forthcoming. Transitory messages do not set policy, establish guidelines or procedures, discuss a County business matter, discuss a decision, certify a transaction or act as evidence or receipt. (Certified or registered mail return receipts that contain important information about the names of the sender/recipient and pertinent dates are not transitory.) Transitory records may be treated as having a reference or administrative value that ends when you no longer need the information in the records. Under the law, transitory records may be erased or purged when their reference value has ended. However, if a record request is received for a transitory record before that transitory record has been erased or purged, that transitory record must be disclosed.

4. DRAFT RECORDS

If you are drafting a document and have not yet circulated the document to others for review or comments, it likely is a draft document that has not yet matured to public record status. Such documents would likely not have to be disclosed if there were a public records request. However, once a draft document has been circulated to others it become public record.

To avoid misunderstandings that can sometimes arise from public circulation of discussion drafts, it is recommended to label each page of draft documents that you circulate to others with "DISCUSSION DRAFT ONLY." This can be done by going to the Format menu, pointing to "Background" and clicking on "Printed Watermark." Then, click on "Text Watermark", and type in as the text: "Discussion Draft Only."

5. PROTECTED RECORDS

There are records that are exempt for the definition of "public records", and there are public records that are protected by law and do not have to be disclosed upon a public records request. Records that are exempt from the definition of public records and records for which there is statutory authority permitting or requiring that they not be disclosed are referred to in the policy as "protected records". Some of the statutory provisions that exempt or protect records from disclosure include:

Exempt records (records that are not public records) include:

- Confidential communication within the scope of the attorney-client relationship as defined in N.C.G.S. 132-1.2 (which become public records in three years);
- Public enterprise billing information, as proved in N.C.G.S. 132-1.1;

- Controlled substances reporting system information as provided in N.C.G.S. 132-1.1 (which may be released only in accordance with The Controlled Substances Act);
- Criminal investigation records and records of criminal intelligence information, as provided in N.C.G.S. 132-1.4 (note that certain information pertaining to violations of the law and arrests and indictments, and certain content of "911" calls is public record);
- 911 data base information, if required by agreement with the telephone company as provided in N.C.G.S. 132-1.5.
- Sensitive public security information including specific details of public security plans and arrangements, detailed plans and drawings of public buildings and infrastructure facilities and certain plans to prevent and respond to terrorist activity, as provided in N.C. G. S. 132-1.7, and technology security information;
- Other records for which statutory exemptions apply.

Records protected from disclosure:

- Personnel files of employees which include any information gathered by the County with respect to an employee are protected, except as specifically authorized by N.G.G.S. 153A-98, "Tax Information" pertaining to a taxpayer's income or gross receipts may not be disclosed, as provided in N.C.G.S. 132-1.1.
- Social security numbers and personal "identifying information" is confidential and unlawful to disclose to the public. You must check with Human Resources before collecting any social security number. If a social security number is lawfully collected, it must be segregated on a separate page, or as otherwise appropriate, from the rest of the record, as provided in N.C.G.S. 132-1.10. In addition to social security numbers, "personal identifying information" includes: employer taxpayer identification numbers; drivers' license (except in cases where it appears on a non-protected law enforcement record), state identification cards and passport numbers; checking, savings, credit and debit account numbers; personal identification code (PIN) numbers used to access financial resources; digital signature; any other numbers or information that can be used to access a person's financial resources; biometric data; fingerprints; and passwords; all as provided in N.C.G.S. 132-1.10 and G.S. 14-113.20;
- Trade secrets and electronic payment account numbers (see "identifying information" above for protection of account numbers) as set forth in N.C.G.S. 132-1.2;
- Certain "trial preparation materials" as provided in N.C.G.S. 132-1.9;
- Names and addresses of complaining witnesses to crimes must be temporarily withheld if release of the information is reasonably likely to pose certain threats to the witness or materially compromise the investigation, as provided in N.C.G.S. 132-1.4.
- Certain economic development incentives are temporarily protected, but the County must make certain prior disclosures to applicants, as provided in N.C.G.S. 132-1.11.

All of the above are "protected records". There are other protected records, including records concerning juveniles. Protected records should not be disclosed, and in some cases must not be disclosed. Just as County Officials and Employees have a duty to disclose records, they have a duty to protect the privacy of protected records. In particular, a social security number must never be released as a part of a public record. Make efforts not to commingle protected records with other records. Records, including emails, which contain a mix of public records and protected records, must be disclosed but the protected information must first be removed (if on a separate sheet) or obscured and made illegible ('redacted')

(See Section F of Attachment 1 "REDACTION" for methods of obscuring protected information.) When in doubt as to whether a record is a protected record, employees and officials should consult with the County Attorney's Office.

6. RESPONSIBILITY FOR THE RECORD

The law provides in N.C.G.S. 132-2 that the "public official in charge of an office having public records shall be the custodian thereof." For purposes of this Policy, each department director is designated as the official custodian of all records in his or her department and is responsible for seeing that public records access requirements are complied with for records of their department. As to County appointed boards and commission, the County Clerk is responsible for ensuring that Chapter 132, public access requirements are met. However, each board and commission member is responsible for records management and for purposes of this Policy is the record custodian of their records. Although department directors may be designated as the official custodians, every County official or employee who creates or receives a record in any form is responsible for the records management of that record and for purposes of this Policy is the primary record custodian.

County Officials and Employees should not create or maintain multiple copies of any record, regardless of its medium. For example, if 10 photographs are taken for purposes of retaining one or two acceptable photos for business purpose, then the unsatisfactory photos are likely *transient* records and should be purged. Refrain from keeping duplicate records. Maintaining duplicates and other unnecessary documents results in unnecessary expense to the County, creates a burden on the computer network, and the specific example given has the undesired effect of possibly creating 10 new records. As to copies of records received or maintained by more than one person, if you are able to obtain assurances that the file custodian of the main project file, subject file, or case file (jointly "main file") will include your record in the main file and become the record's custodian, then you may not need to personally retain that record. In the case of emails, the custodian of the main file about which the email record pertains may keep that email record in the main file. However, you are responsible for assuring that the custodian of the main file has the complete email record. For instance, if you sent an email to the main file custodian on which you also "Blind carbon copy" ("bcc") another person, the main file custodian would not have the complete email record because the "bcc" would not show up on their electronic copy of the email. Similarly, if you forward an email to someone not on the recipient list of the email version that the main file custodian has, then the main file custodian does not have the complete email record. It is the responsibility of the official or employee who is relying on a main file custodian to retain an email record to see that the main file custodian has the complete record (complete list of all recipients, etc.), or they have the responsibility to maintain the email that reflect the complete record. You may be able to satisfy this obligation by providing a printed copy of the complete email record to the file custodian. (For purposes of illustration, officials who receive a courtesy copy of a record, unless they are the custodian of that main file, probably are not required to keep a copy of the email. However, the sender or blind copy recipient of a blind copy email are deemed to be custodians of that email and must retain it or assure that one of them retains it or that the main file custodian maintains the complete record in the main file.)

7. RECORDS OF DEPARTING EMPLOYEES AND OFFICIALS

Employees who terminate their employment with the County and County Officials who leave elected or appointed office should deliver possession of all records to their successor, or to the County Clerk. Records must not be destroyed simply because the relationship between the records custodian and the County ends.

C. PUBLIC RECORDS REQUESTS

Edgecombe County's procedures for requesting public records and responding to public records requests are provided as Attachment 1 to this Policy.

D. EMAIL RECORDS

1. Emails that transact County business are public records, and this Policy applies to emails that are records. However, there are some retention issues that apply uniquely to emails.

2. PERSONAL EMAILS AND INFORMATION

Limited personal use of County technology resources is permitted in accordance with the Acceptable Use Policy. However, there is no assurance of confidentiality or protection of personal or confidential information related to such use. For instance, the County has the right to review information on its computers as necessary and in addition, in fulfilling a public records request, personal or confidential information may be inadvertently released. County Officials and Employees who use the County's computers for personal matters do so at their own risk.

Protected information should not be placed into or attached to emails and protected records should not be transmitted by email. In cases where such transmission is necessary, the email record should be appropriately marked as containing protected information and stored appropriately.

3. EMAIL RETENTION

If an email pertains to County business, it is a public record. However, many emails are transitory records (see "TRANSITORY RECORDS"), do not need to be retained, and should be disposed of in accordance with this Policy. If an email sets policy, establishes guidelines or procedures, discusses a County business matter, discusses a decision, certifies a transaction or is intended to act as evidence or receipt, then it is a record that must be retained and managed. Emails should be retained in accordance with the County's adopted record retention policy.

4. EMAIL MANAGEMENT

You can comply with the retention and management requirements of the public records law by doing one of the following:

- a. Print the *complete email record*, created or received, and store the printed copy in the main file as you would any other printed record. Printing the email record and retaining in the main file permits you to keep all information on a particular project or subject matter in one location, enhancing its historical and archival value.
- b. Electronically store the complete email record according to the conventions of your email system and retain it electronically in accordance with the County's adopted record retention policy and lawful retention schedules.

E. BEST PRACTICES

- Make thoughtful decisions about the medium you use to convey information. The creation and retention of unnecessary printed and electronic records places burdens on the County's physical and electronic storage systems. Avoid creating records that are not necessary and dispose of duplicate records and transitory records. Recognize that these emails are not secure and should not be used to transmit or convey protected information.
- Try not to mix public and protected records. Treat protected records with a heightened concern for security. Never share protected records with a person who should not have access to that record or information. Segregate protected records from other records, if possible. In some cases, like Social Security numbers, the law requires that the protected information be segregated.
- Time spent creating a records retention and management system that meets the requirement of this Policy and works for the custodian is time well spent. Appropriately label and store records so they can quickly and easily be retrieved in the event a public records request is received. Label those records that are protected records or that contain protected records in a manner that clearly indicates their protected status. If a protected record will become a non-protected record at some time in the future, mark it in some way to identify the date it will lose its protected status. Dispose of transitory records, duplicate records, and records that have exceeded their retention period.
- Consider adding a message within the body of County emails that states that emails are public records. Example: *This email message and any attachment(s), as well as any email message(s) that may be sent in response to it, may be considered public record pursuant to NCGS 132 et seq. and therefore subject to public record requests for review.*

Attachment 1

Edgecombe County Public Records Request Procedures

Edgecombe County is committed to making public records available to members of the public in a timely manner. Therefore, the following public records request procedures are established to help accommodate the public's right to access public County records while setting forth defined and consistent steps for requesting these records. These procedures are balanced by the equally important need to protect records from damage, loss, alteration or disorganization, and to prevent excessive interference with essential functions of County government.

North Carolina public records law is found in G.S. Chapter 132. The definition of a public record is contained in N.C.G.S. 132-1 (see Section B.1 of this Policy). The custodian of the records bears the responsibility of maintaining the records and also permitting the public inspection, or providing copies of the records upon request. In accordance with North Carolina's public records law, the official in charge of an office that holds the public records is the custodian of the records. Some departments/agencies (e.g. Health Department, Register of Deeds Office, and Social Services) may have specific policies for requesting and complying with a public records request and should be contacted directly. The law authorizes a fee to be charged for copying of records. These procedures also include a fee schedule to cover the reasonable cost of responding to public records requests, consistent with the North Carolina's public records laws.

Unless specifically stated otherwise, the process includes the following procedures:

1. How to request copies of public records
2. What to expect after a request is made
3. How to request only inspection of records
4. Duplication and mailing fees
5. Deposit for duplication
6. Payment of required fees
7. Failure to pay required fees

1. How to Request Copies of Public Records

A public records request should be made to the custodian of records at a specific department/agency where they are maintained (See above). The procedure in place, if any, within that department must be followed. To process any other public record requests in a timely, consistent and orderly fashion, the County requests that these requests be submitted, in writing, ~~using Edgecombe County Government Public Records Request Form~~ and mailed, hand-delivered, or emailed to the Edgecombe County Manager's Office. Requests made in person at the Edgecombe County Manager's Office will be considered during normal business hours.

Mailing / Delivery address:

Edgecombe County Public Records Request
Edgecombe County Administration Building
4th Floor, Room 402
201 St. Andrew Street
Tarboro, NC 27886
Email: publicrecords@edgecombeco.com

To streamline and track the receipt and fulfillment of public record requests, requests made by phone will not be accepted. A request is considered filed when the custodian of the public records has confirmed receipt of the written request form. ~~If a requestor does not use the form or provide the request to the custodian, the County's consideration of the request may be delayed.~~

Submitting a Public Records Request:

When making a records request, the written request using the County form should contain the following information:

1. Date of the Request
2. Requestor's name
3. Requestor's full mailing address (name, organization, street address, city, state, ZIP)
4. Requestor's daytime phone number
5. A complete description of the record or records requested;
6. The title and date of the requested record or records, if known; and
7. Whether the requestor intends to inspect the records or obtain a photocopy. A fee is required for photocopies as set forth below.

IF NEEDED, AN EDGECOMBE COUNTY PUBLIC RECORDS REQUEST FORM IS AVAILABLE ON PAGE 14 OF THIS POLICY AS WELL AS, ONLINE AT www.edgecombecountync.gov. LINK:

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(LINK TO BE CREATED – See attached form)

2. What to Expect After a Request is Made

- A. If a County Official, Employee, or volunteer other than the custodian of the public records receives a request for public records, that person shall deliver the request to the custodian of the public records within three business days. Upon receipt of a public records request from a requestor or from another party, the custodian of the public records shall review the request with the County Manager and the County Attorney within three business days. The custodian of the public records, County Manager, and County Attorney shall consider the request in accordance with North Carolina public records law and this Policy including, but not necessarily limited to whether a record exists that corresponds to the request (without having to create or compile a record that does not exist), whether the record was made or received in the transaction of public business, whether there is an exception that applies to the record, and whether any exception applies to all or a portion of the record. Within seven business days of receipt of the request, the County will provide an acknowledgement of the request. For requests that do not require extensive research or use of information technology or extensive clerical resources, the County will provide a follow-up response to the request as soon as possible, normally within seven business days of receipt. If the request is received after 5 pm, the request will be considered received on the next business day. The follow-up response may include:
- o Providing or making available the record after the payment of applicable fees, if any, (see fee schedule below);
 - o An estimate of the time necessary for further response;
 - o Denying the request accompanied by an explanation of the basis for the denial;
 - o Requesting a deposit; or

- o Requesting clarification of the request; and

If the follow-up response asks for clarification on the request, no further response will be made to the requestor until the clarification is received by the custodian of the records.

Where the request for public records is extraordinarily large such that extensive use of information technology resources or extensive clerical or supervisory assistance by personnel is required as set forth in N.C.G.S. 132-6.2(b), then the County shall respond to the requestor to discuss the most appropriate procedure to efficiently meet the request and the cost associated with the request. The cost for these data request will be assessed an administrative processing fee in the amount of \$25 per file and be charged at a per record rate of \$0.005. A cost estimate will be provided to the requester and approval and payment will be obtained prior to responding to the request. If costs exceed the estimate, the requestor will be notified and additional approval and payment will be obtained prior to completion of the request.

B. Once the County receives a complete request, the custodian of the records will respond either by:

- o Providing or making available the record requested; or
- o Denying the request in writing accompanied by an explanation of the basis for the denial.

C. All public records requests become public records as soon as they are received by Edgecombe County. Edgecombe County may post online requests it receives along with the response to the request.

D. A public record request is not continuing in nature. Therefore, it only applies to public records available at the time of the request. If additional records are created after the date of the requestor's original public records request, the requestor must submit a new request of this public record. Any records or portions of records made available by the County will be provided to the requestor in the same format they are maintained by the County

If the requestor specifies a preference for a specific format, records will be produced in the requested format if: (1) it is determined that the records exist and are subject to release; (2) the County is capable of providing the records in the format requested; (3) the format requested is consistent with how the record is maintained or is otherwise reasonable; and (4) the requestor pays all fees associated with fulfilling the request.

The County's response to the request will be considered final upon:

1. Requestor's inspection of the records; or
2. Upon notification to the requestor that the photocopies requested are available for payment and pick-up (in the event photocopies were requested); or
3. A denial of the request.

E. Requests for public records will be addressed and fulfilled according to the order in which they are received. Multiple requests from the same requestor and/or different requestors from the same organization will be addressed and fulfilled according to the order in which they are received, unless otherwise specified by the requestor or the organization.

F. REDACTION

If a record subject to a public records request is a protected record, it will not be made available. However, a public record may contain information that is protected, but the entire record is not protected. In those cases, the protected information will be deleted in a manner that shows that a deletion was made. It is the custodian of the record's responsibility to see that protected information is protected.

3. How to Request Inspection Only of Records

If a requestor chooses to only inspect records, the County will notify the requestor once the records are available for inspection. The records will be available for inspection at a date and time mutually agreeable between the requestor and the County. The appointment to inspect the records may need to be broken into intervals, possibly over several days, so as not to interfere with the daily operations of County business.

Any appointment to inspect records is limited to no more than a two (2) hour appointment on any given day, unless otherwise mutually agreed upon between the requestor and the County. Records will be made available to the requestor for up to fourteen (14) calendar days. If the requestor fails to contact the County within fourteen (14) calendar days of being notified that the records are available for inspection, the requestor will need to submit a new request for the records and the process will begin anew.

4. Duplication and Mailing Fees

If the requestor has asked that a copy of the public record be produced, then prior to the release of the copy the County will collect duplication fees. The County will update and post duplication fees as appropriate.

The fee schedule for copies, which is subject to be amended, is listed below:

8 1/2 x 11 single-sided hardcopy	\$0.05
8 1/2 x 11 double-sided hardcopy	\$0.07
Compact Disk Read-Only Memory (CD-ROM)	\$1.00
CD Duplication of Audio of Board of Commissioners meeting	\$5.00
Email attachment (of five megabytes or less) or link:	No cost

Copies of public records that are not otherwise available in pre-printed form and that require an extensive use of clerical or information technology resources may be considered a special service and subject to an additional labor charge based on the County's current pay schedule for the staff required to fulfill the request. Charges under this provision shall be imposed for every 6-minute increment or fraction thereof, but shall not relate back to the first 10 minutes.

Standard US Postal Service first class mailing fees shall be charged for mailing copies of public records to any person, firm or corporation. The mailing fee shall be in addition to any other copying fee provided for herein.

5. Deposit for Duplication

In providing a response to a records request, the County will provide all requested audio tapes, CDs, computer diskettes, or other media containing public records in accordance with the terms of this Policy.

If it is estimated that the duplication or transmission fees applicable to particular records request exceed \$25.00, the County, at its discretion, may require the requestor to deposit a sum equal to 75 percent of the estimated costs prior to duplication of the records.

If a deposit is required, the County will notify the requestor of the necessity of the deposit. In the event that the actual duplication and deposit of fees are less than the amount deposited by the requestor, the County will return the sum in excess of the actual amount to the requestor.

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6. Payment of Required Fees

Payment of duplication and delivery fees must be made prior to the release of public records. When required, the payment of a deposit will be made prior to the duplication of any records (see Section 5 above). All payments must be made by cash, money order, or check payable to Edgecombe County.

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7. Failure to Pay Required Fees

If a requestor fails to pay an invoice for fees incurred within 30 calendar days, the County may require the requestor to pay in full any past due amount owed before it will begin processing a new request or a pending request from the delinquent requestor.

In addition, the County may require advance payment for any future requests of the full amount of the estimated fee before the agency begins to process a new request or a pending request from that requestor.

If the County is unable to collect the duplication fees from the requestor, the County, may, upon providing thirty calendar days' prior written notice to the requestor, destroy the duplicated set of records made available for the requestor to avoid storage concerns. Although the records are destroyed, the requestor will still be made responsible for the costs the County incurred in duplicating the records originally requested by the requestor.



EDGECOMBE COUNTY PUBLIC RECORDS REQUEST FORM
North Carolina General Statute Chapter 132

PLEASE PRINT AND EMAIL COMPLETED FORM TO publicrecords@edgecombeco.com

Date of Request: _____

Name: _____

Mailing Address: _____

Email: (Required for PDF) _____

Telephone: _____

Records Requested (Please be as specific as possible):

Requesting Copies of Records _____ or Inspection of Records _____ (Mark one)

Edgecombe County shall deliver the records at no charge by email in Adobe PDF format, unless otherwise requested. The County may charge a reasonable fee disks/hard copies, postage, labor (for extraordinary large orders), and certified copies. Please see fee schedule below. All fees shall be paid prior to delivery.

You may also review Public Records on site during business hours by appointment only, unless the records are readily available to review, such as documents located within the Office of the Register of Deeds. Edgecombe County will process all requests in a timely manner.

FEES:

8 1/2 x 11 single-sided hardcopy	\$0.05
8 1/2 x 11 double-sided hardcopy	\$0.07
Compact Disk Read-Only Memory (CD-ROM)	\$1.00
CD Duplication of Audio of Board of Commissioners meeting	\$5.00
Email attachment (of five megabytes or less) or link:	No cost

POSTAGE: Postage will be charged at rates set by the United States Postal Service.

EXTRAORDINARY REQUESTS: Edgecombe County reserves the right (under N.C.G.S. 132-6.2) to charge a service fee based on the actual cost incurred for extensive use of information technology resources or labor costs of personnel providing the services.

ATTACHMENT #16

Memorandum

To: Edgecombe County Board of Commissioners

From: Tarasa M. Lewis, Tax Administrator 

Date: 11/06/2023

Re: Schedule of Values for the 2024 Revaluation

Request:

In accordance with North Carolina General Statute 105-317, the proposed Schedules, Standards and Rules for the 2024 Reappraisal should be submitted to the Board of Commissioners for review, consideration, and adoption.

Background:

The 2024 True Market and Present Use Schedule of Values were presented to the Edgecombe County Board of Commissioners on Monday, September 5, 2023 with a public hearing held on Monday, October 2, 2023. All parcels in the county will be valued for the 2024 Reappraisal in accordance with the procedures outlined in the Schedule of Values.

Implementation Plan:

See the attached 2024 County Reappraisal Plan Timeline

Recommendation Summary:

Accept the proposed 2024 True Market and Present Use Schedule of Values as presented.

Supporting Attachments:

2024 County Reappraisal Plan Timeline
North Carolina General Statute 105-317

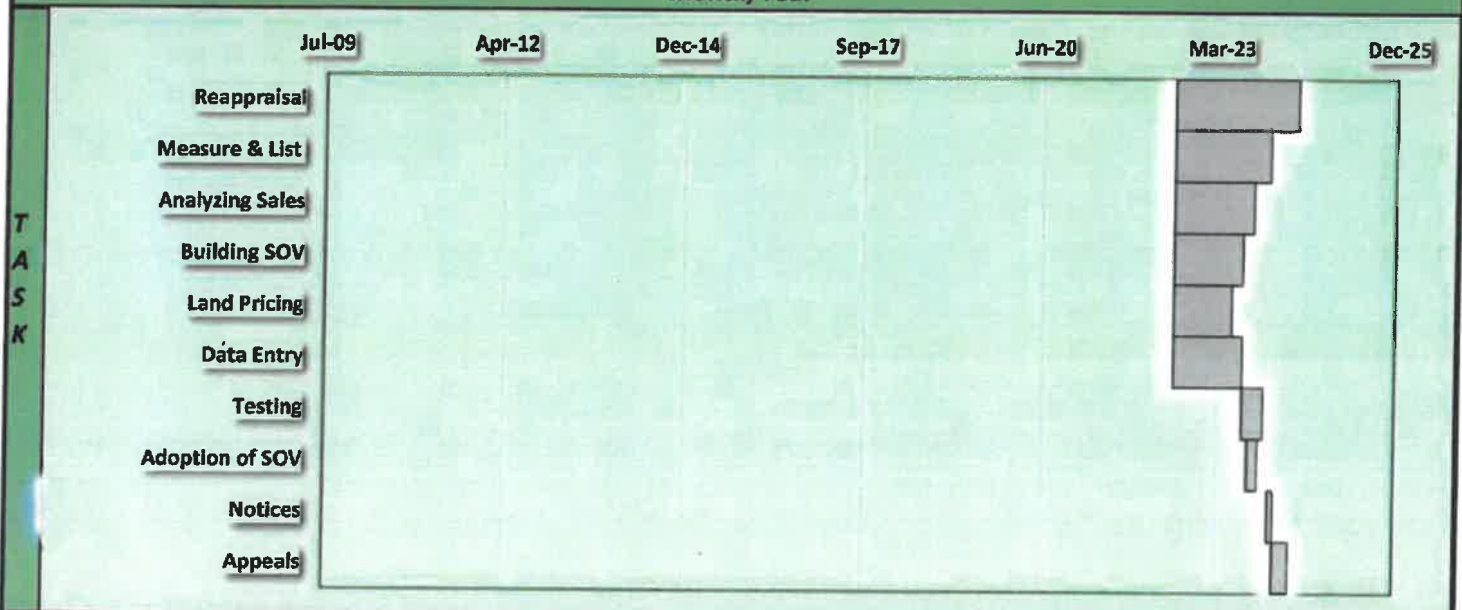
Time line

Instructions: Enter the start date / end date for that particular task. This will provide the duration, number of days between the start and end (Note: the duration is not the available work days). Results will be displayed in the chart below.

Reappraisal has been added using the information provided from the staffing levels

TASK	Start Date	End Date	Duration
Reappraisal	Jul-22	May-24	700
Measure & List	Jul-22	Jan-24	549
Analyzing Sales	Jul-22	Oct-23	457
Building SOV	Jul-22	Aug-23	396
Land Pricing	Jul-22	Jun-23	335
Data Entry	Jul-22	Aug-23	396
Testing	Aug-23	Dec-23	122
Adoption of SOV	Sep-23	Nov-23	61
Notices	Jan-24	Feb-24	31
Appeals	Feb-24	May-24	90

Month/Year



Comments:

Article 19.

Administration of Real and Personal Property Appraisal.

§ 105-317. Appraisal of real property; adoption of schedules, standards, and rules.

(a) Whenever any real property is appraised it shall be the duty of the persons making appraisals:

- (1) In determining the true value of land, to consider as to each tract, parcel, or lot separately listed at least its advantages and disadvantages as to location; zoning; quality of soil; waterpower; water privileges; dedication as a nature preserve; conservation or preservation agreements; mineral, quarry, or other valuable deposits; fertility; adaptability for agricultural, timber-producing, commercial, industrial, or other uses; past income; probable future income; and any other factors that may affect its value except growing crops of a seasonal or annual nature.
- (2) In determining the true value of a building or other improvement, to consider at least its location; type of construction; age; replacement cost; cost; adaptability for residence, commercial, industrial, or other uses; past income; probable future income; and any other factors that may affect its value.
- (3) To appraise partially completed buildings in accordance with the degree of completion on January 1.

(b) In preparation for each revaluation of real property required by G.S. 105-286, it shall be the duty of the assessor to see that:

- (1) Uniform schedules of values, standards, and rules to be used in appraising real property at its true value and at its present-use value are prepared and are sufficiently detailed to enable those making appraisals to adhere to them in appraising real property.
- (2) Repealed by Session Laws 1981, c. 678, s. 1.
- (3) A separate property record be prepared for each tract, parcel, lot, or group of contiguous lots, which record shall show the information required for compliance with the provisions of G.S. 105-309 insofar as they deal with real property, as well as that required by this section. (The purpose of this subdivision is to require that individual property records be maintained in sufficient detail to enable property owners to ascertain the method, rules, and standards of value by which property is appraised.)
- (4) The property characteristics considered in appraising each lot, parcel, tract, building, structure and improvement, in accordance with the schedules of values, standards, and rules, be accurately recorded on the appropriate property record.
- (5) Upon the request of the owner, the board of equalization and review, or the board of county commissioners, any particular lot, parcel, tract, building, structure or improvement be actually visited and observed to verify the accuracy of property characteristics on record for that property.
- (6) Each lot, parcel, tract, building, structure and improvement be separately appraised by a competent appraiser, either one appointed under the provisions of G.S. 105-296 or one employed under the provisions of G.S. 105-299.
- (7) Notice is given in writing to the owner that he is entitled to have an actual visitation and observation of his property to verify the accuracy of property characteristics on record for that property.

(c) The values, standards, and rules required by subdivision (b)(1) shall be reviewed and approved by the board of county commissioners before January 1 of the year they are applied. The board of county commissioners may approve the schedules of values, standards, and rules to be used in appraising real property at its true value and at its present-use value either separately or simultaneously. Notice of the receipt and adoption by the board of county commissioners of either or both the true value and present-use value schedules, standards, and rules, and notice of a property owner's right to comment on and contest the schedules, standards, and rules shall be given as follows:

- (1) The assessor shall submit the proposed schedules, standards, and rules to the board of county commissioners not less than 21 days before the meeting at which they will be considered by the board. On the same day that they are submitted to the board for its consideration, the assessor shall file a copy of the proposed schedules, standards, and rules in his office where they shall remain available for public inspection.
- (2) Upon receipt of the proposed schedules, standards, and rules, the board of commissioners shall publish a statement in a newspaper having general circulation in the county stating:
 - a. That the proposed schedules, standards, and rules to be used in appraising real property in the county have been submitted to the board of county commissioners and are available for public inspection in the assessor's office; and
 - b. The time and place of a public hearing on the proposed schedules, standards, and rules that shall be held by the board of county commissioners at least seven days before adopting the final schedules, standards, and rules.
- (3) When the board of county commissioners approves the final schedules, standards, and rules, it shall issue an order adopting them. Notice of this order shall be published once a week for four successive weeks in a newspaper having general circulation in the county, with the last publication being not less than seven days before the last day for challenging the validity of the schedules, standards, and rules by appeal to the Property Tax Commission. The notice shall state:
 - a. That the schedules, standards, and rules to be used in the next scheduled reappraisal of real property in the county have been adopted and are open to examination in the office of the assessor; and
 - b. That a property owner who asserts that the schedules, standards, and rules are invalid may except to the order and appeal therefrom to the Property Tax Commission within 30 days of the date when the notice of the order adopting the schedules, standards, and rules was first published.

(d) Before the board of county commissioners adopts the schedules of values, standards, and rules, the assessor may collect data needed to apply the schedules, standards, and rules to each parcel in the county. (1939, c. 310, s. 501; 1959, c. 704, s. 4; 1967, c. 944; 1971, c. 806, s. 1; 1973, c. 476, s. 193; c. 695, s. 5; 1981, c. 224; c. 678, s. 1; 1985, c. 216, s. 2; c. 628, s. 4; 1987, c. 45, s. 1; c. 295, s. 1; 1997-226, s. 5.)

ATTACHMENT #17

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 11/2/23
Re: Award of Service Weapon to retiring
Capt. Charles West and Sgt. David Parker



NC Statute 20-187.2 allows the Board of Commissioners to award a retiring officer his/her service weapon. It specifically states that you may do so at a price determined by you as the governing body. Sheriff Atkinson has requested that consideration be given for retiring Capt. Charles West and Sgt. David Parker.

To show the County's appreciation for his exemplary service, and to provide a memento to that service, I recommend that you approve the transfer of their service weapons at a price of \$1 upon the retirement of Capt. Charles West and Sgt. David Parker.

Edgecombe County

Commissioner's Agenda Information Sheet

Date: November 6, 2023

Item: Sheriff's Office-Sale of Service Weapon to Retiring Sergeant

Initiated by: Sheriff Cleveland Atkinson, Jr.

Action Proposed: Approve the Request

Description:

Sgt. David Parker began his career with the Edgecombe County Sheriff's Office as a Deputy Sheriff under Sheriff James Knight on March 15, 2000. He advanced to Corporal, Detective, and Sergeant. Sgt. Parker is scheduled to retire on December 1, 2023 with 30 years of creditable Law Enforcement service.

Sheriff Cleveland Atkinson, Jr. is requesting approval of the sale of Sgt. Parker's issued service weapon to him upon retirement for the sum of \$1.00. This action is in honor of Sgt. Parker's years of dedicated service to the citizens and visitors of Edgecombe County.

Edgecombe County

Commissioner's Agenda Information Sheet

Date: November 6, 2023

Item: Sheriff's Office-Sale of Service Weapon to Retiring Captain

Initiated by: Sheriff Cleveland Atkinson, Jr.

Action Proposed: Approve the Request

Description:

Capt. Charles West began his career with the Edgecombe County Sheriff's Office as a Deputy Sheriff under Sheriff Phill Ellis on August 29, 1995. He advanced to Corporal, Sergeant, Narcotics Sgt., Narcotics Lieutenant, and Captain. Capt. Charles West is scheduled to retire on December 1, 2023 with 30 years of creditable Law Enforcement service.

Sheriff Cleveland Atkinson, Jr. is requesting approval of the sale of Capt. West's issued service weapon to him upon retirement for the sum of \$1.00. This action is in honor of Capt. West's years of dedicated service to the citizens and visitors of Edgecombe County.

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *ee*
Date: 11/2/23
Re: 2024 Holiday Schedule



Attached for your consideration is the Holiday Schedule for 2024. The dates listed are consistent with our personnel policy.

I recommend that you approve the 2024 Holiday Schedule as submitted.

2024 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2024	Monday
Martin Luther King, Jr. Birthday	January 15, 2024	Monday
Good Friday	March 29, 2024	Friday
Memorial Day	May 27, 2024	Monday
Juneteenth	June 19, 2024	Wednesday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Veterans Day	November 11, 2024	Monday
Thanksgiving	November 28 & 29, 2024	Thursday & Friday
Christmas	December 24, 25 & 26, 2024	Tuesday, Wednesday, & Thursday

Approved this 6th day of November, 2023.

Leonard Wiggins, Chairman

Attest:

Frangie Mungo, Clerk to the Board

ATTACHMENT #19

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 10/10/2023
Re: NCSU AgVenture Grant



We received notice from North Carolina State University that through their AgVentures Program, Edgecombe County was awarded a grant in the amount of \$4,967.00 for the purchase of an enclosed trailer.

It is recommended that you approve the enclosed grant project ordinance as presented.

GRANT PROJECT ORDINANCE

BE IT ORDAINED by the Governing Board of Edgecombe County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the NC AgVentures Grant contained in the Grant Agreement between the Edgecombe County Cooperative Extension Agency and the North Carolina State University.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant agreement, the rules and regulations from North Carolina State University – AgVentures Program and the budget contained herein.

Section 3. The following amounts are appropriated for this project:

	<u>\$4,967.00</u>
TOTAL	\$4,967.00

Section 4. The following revenues are anticipated to be available to complete this project:

NCSU - AgVentures	<u>\$4,967.00</u>
TOTAL	\$4,967.00

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the County, the grantor agency and Federal and State regulations.

Section 6. The Finance Officer is directed to report, on a quarterly basis, on the financial status of the project element of Section 3, and the total revenues received or claimed.

Section 7. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this Board.

Section 8. Copies of this grant project ordinance shall be furnished the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 6th day of November 2023

LEONARD WIGGINS, CHAIRMAN
EDGECOMBE COUNTY BOARD OF COMMISSIONERS

ATTEST:

FRANGIE MUNGO
CLERK TO THE BOARD

Contract Agreement

This contract is between Edgecombe County and North Carolina State University (NCSU), who is the program administrator and fiscal manager of the NC AgVentures program.

Source of Funds

This contract is made as a sub-grant of monies received from the NC Tobacco Trust Fund Commission to NCSU to fund a mini-grant program known as NC AgVentures. Both the NC Tobacco Trust Fund Commission and NCSU are agencies of the State of North Carolina and are subject to North Carolina laws and regulations. Copies of the agreement between NC Tobacco Trust Fund Commission and NCSU are available from: *Director of Business Operations for CALS College Advancement, College of Agriculture & Life Sciences*

Tasks of the Recipient:

- Provide at least 15 percent of the funding request.
- Complete a farm enterprise that will enhance the current farm operation and replace lost tobacco income. The project shall be conducted in accordance with the plan outlined in the proposal titled, NC AgVentures Grant Project, and in accordance with the provisions of this contract.
- Expenditure of grant funds must be in accordance with the budget line items presented in the approved proposal. Any changes must be approved in writing prior to incurring said expenses by an NC AgVentures representative.
- Recipient will discuss projects with an Extension representative either at the farm or by phone. A minimum of one on site farm visit is required.
- Provide a project update by June 30th and a Year-end report by Jan. 31.
- Keep accurate production and financial records on the project and supply a copy of those records with the final report.
- Provide a copy of receipts that show how the grant funds were spent.
- Conduct outreach activities to inform other farmers, business people, agricultural service providers and other interested parties about the project activities, impacts and lessons learned.
- Allow Extension to include the recipient project in public relations, outreach, demonstration and education in future years.
- Provide a project update one year after completion.
- The Recipient will meet all the requirements of the North Carolina State Auditor, including reporting, upon request, use of project funds to the State Auditor.
- Complete a survey that provides feedback about the program and results of their project.
- *Recipients will recognize NC AgVentures and the NC Tobacco Trust Fund Commission as the funders/supporters of the project in all materials/marketing/advertising used to promote the project.*
- *(NC AgVentures will provide appropriate logos and usage guide).*

Tasks of NCSU:

- NCSU awards a total of \$4967 for this on-farm project or enterprise.
- Payment of \$3725.25 (75 percent) will be made upon receipt of a signed copy of this contract and a completed W-9. Recipient must submit forms to a NCSU representative.
- NCSU will make a second payment of \$993.40 (20 percent) upon receipt of the project update.
- The final \$248.35 (5 percent) will be paid upon the project completion, after final financial reports & survey are submitted provided that the Recipient has satisfactorily performed the tasks specified above AND that all funds have been properly expended in accordance with this agreement, as determined by a NCSU representative.
- Any grant funds not spent and accounted for in the report due will be returned to NCSU.
- NCSU may decline to disburse monies if the Recipient cannot show to the satisfaction of NCSU that the grant monies have been spent to accomplish the terms of this Agreement. Any unexpended funds remaining at the termination of this agreement must be returned to NCSU.
- Failure by the Recipient to spend project funds in accordance with this agreement may result in legal action to recover funds spent inconsistently with these terms and conditions without further notice.

Other Conditions and Provisions:

The Recipient shall be an independent contractor and shall not act as an employee or agent of NCSU. NCSU affiliates or the Commission assume no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims or losses arising out of any activities undertaken under this Agreement, with respect to persons or property of the Recipient or third parties. The Recipient agrees to indemnify, defend and save harmless NCSU, its affiliates, the Commission and its officers, agents and employees from any such claims.

At the request of NCSU or the Commission, the Recipient shall place signage at the Project site identifying it as receiving Commission funds. The signage shall be in mutually agreeable writing, and format.

The Recipient may publish or arrange for publication of information resulting from work carried out as part of this agreement. However, the information shall not be marketed for profit by the Recipient.

The Recipient agrees to indemnify, NCSU and its affiliates, the Commission, its officers, agents and employees against any liability, including costs and expenses and attorney's fees for his or her violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance use or disposition of any information published resulting from the work under this Agreement or based on any libelous or other unlawful material contained in such information.

The Recipient and all of its related SubRecipients, shall assure that it maintains commercial insurance of such type and with such terms and limits as may be reasonably associated with the performance of this Agreement. Documentation of such insurance coverage of the Recipient must be provided upon request to NCSU. All applicable SubRecipients shall provide the same to the Recipient. If the Recipient and all of its related SubRecipients are government agencies, they may maintain a self-insurance program of such type and with such terms and limits as may be reasonably associated with the performance of this Agreement. Documentation of such insurance coverage of the Recipient must be provided upon request to NCSU. All applicable SubRecipients shall provide the same to the Recipient.

If work done as part of this grant project results in any intellectual property right, the Recipient hereby grants to NCSU and the Commission an assignable royalty-free, non-exclusive irrevocable license to publish, translate, reproduce, deliver, perform or use the material covered by the intellectual property right.

Any property purchased or leased by the Recipient related to this contract or with any proceeds of this contract shall be the obligation of the Recipient. NCSU shall have no responsibility, title or interest to this property.

The obligation of NCSU to pay any amounts under this agreement is contingent upon the availability of funds to support the project. In the event that funds for this project become unavailable, NCSU may terminate this agreement immediately upon notice to the Recipient. In the event of notice of the unavailability of funds, all obligations of NCSU to make payments under this agreement shall cease as of the termination date except for such work as shall have already been performed prior to the termination date.

In the event that the Recipient breaches any of the material terms or conditions of this Agreement, the Recipient agrees to repay to NCSU or the Commission the full amount of sums awarded and any interest that has accrued on that sum.

The Recipient agrees to notify a representative of the NC AgVentures Program at NCSU immediately, in the event that the Recipient becomes unable to meet all requirements of this written contract.

Notices:

Notice to NC AgVentures shall be given to:
Jackie Miller, Project Coordinator for NC AgVentures
NCSU Campus Box 7653
Raleigh, NC 27695

Signature Page

_ Grant Recipient: Edgecpmbe County Manager or representative

Mailing address

City, State and Zip

Date

NC State Contracts and Purchasing

Name

INTERSTATE VICTORY 6' WIDE V-NOSE

TrailersPlus Dunn



Quote For:
Jennifer Coltrain

Salesperson: Brad Ward
TrailersPlus Dunn
1320 Interstate Drive
Dunn, NC 28334

Phone: 910-766-0004
www.trailersplus.com
County: EDGEcombe

Customer Information
Jennifer Coltrain

Quote TRPL64-15557
Type: VICTV610SAFS

QUOTE VALID UNTIL 10-1-2023
VIN: 4RAVS101XRG008364



ITEM	DESCRIPTION	QTY	UNITS EACH	COST
Trailer Quote				
VICTV610SAFS	6 x 10 Victory V-Nose Single Axle VIN:4RAVS101XRG008364	1.	EACH	\$6979.00
DISCOUNT	Dealer Discount Pre-approved	1.00	EACH	\$-2610.00
	DISCOUNTED TRAILER PRICE	1.00		\$4369.00

To Reserve



WHY BUY FROM TRAILERSPLUS?

FACTORY DIRECT PRICING

We build trailers at our factories in Idaho, Arizona, Arkansas and Virginia and sell them at our TrailersPlus dealerships. This eliminates the middleman and saves you money!

NATIONWIDE WARRANTIES

Rest easy, every trailer we sell comes with a warranty. And our dedicated warranty department provides fast, reliable service to our valued customers.

UNBEATABLE QUALITY

Our trailers are designed and built with durability and performance in mind. They are constructed using only the highest quality of materials to ensure that they last you a lifetime.

INTERSTATE VICTORY 6' WIDE V-NOSE

TrailersPlus Norfolk



Quote For:
Jared Harrell

Salesperson: Diocelina Rodriguez

TrailersPlus Norfolk
6838 N. Military Hwy
Norfolk, VA 23518

Phone: 757-828-5119

www.trailersplus.com

County: PERQUIMANS

Customer Information

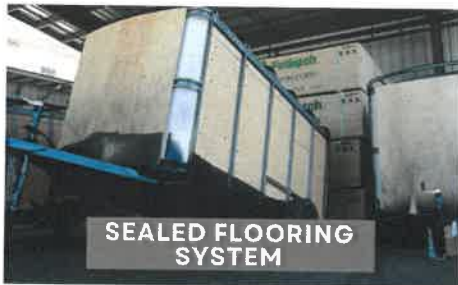
Jared Harrell

Quote TRPL61-13909

Type:VICTV610SAFS

QUOTE VALID UNTIL 10-7-2023

VIN: 4RAVS1018RG008444



SEALED FLOORING
SYSTEM



COMMERCIAL STRENGTH
FLOOR AND WALLS



HEAVY DUTY REAR RAMP



1 YR. OVERALL WARRANTY
1 YR. ROOF WARRANTY



NATIONWIDE
SERVICE



DEXTER

DEXTER SPRING AXLES
5 YEAR WARRANTY

ITEM	DESCRIPTION	QTY	UNITS	EACH	COST
Trailer Quote					
VICTV610SAFS	6 x 10 Victory V-Nose Single Axle VIN:4RAVS1018RG008444	1.	EACH	\$6919.00	\$6919.00
DISCOUNT	Dealer Discount Pre-approved	1.00	EACH	\$-2520.00	\$-2520.00
	DISCOUNTED TRAILER PRICE	1.00		\$4399.00	\$4399.00

To Reserve



WHY BUY FROM TRAILERSPLUS?

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Q U O T A T I O N

PAGE: 1

H & H FARM SUPPLY
601 N Kinston Blvd
PO Box 440
Pink Hill, NC 28572 USA
Phone #: (252)568-3474
Fax #: (888)552-2248

PHONE #: (252)578-4875
CELL #:
ALT. #:
P.O.#:
TERMS: **Cash**
SALES TYPE: **Quote**

DATE: **9/28/2023**
ORDER #: **86681**
CUSTOMER #: **105092**
CP: **Damon**
LOCATION: **1**
STATUS: **Active**

BILL TO 105092

Brandon Pike

SHIP TO

Brandon Pike

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
HOME610IS3.5K		Homesteader Intrepid 6'x10'x7't 3.5k Screwless Sides	1	\$5,295.00	\$5,295.00	\$5,295.00
****	DMV FEE	DMV FEES	1	\$320.60	\$320.60	\$320.60

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

No returns on saddles or special order items. There may be a 15% restocking fee imposed on returned items. All returns must be accompanied by the original receipt and be made within 30 days and are subject to approval.

Trailers, Truck Beds, and other serialized items are NOT returnable

Thank you for your business!

SUBTOTAL:	\$5,615.60
TAX:	\$0.00
ORDER TOTAL:	\$5,615.60

Authorized By: _____

NC AgVentures Grant Contract

1 message

Jacqueline Miller <jmmill15@ncsu.edu>

Tue, Jun 6, 2023 at 10:22 AM

Reply-To: jackie_miller@ncsu.edu

To: Tanya Heath <tanya_heath@ncsu.edu>, Jennifer Coltrain <jlcoltr3@ncsu.edu>

Hello Tanya and Jennifer,

I have attached a NC AgVentures grant contract for the poultry equipment that will be shared between Edgecombe, Warren and Northampton Counties. The contract is between NC State and Edgecombe County.

Because the grant is taxable income it needs to through Edgecombe County so that the funds will be tax exempt.

In most counties you or Jennifer will need to schedule a time to talk with the County Commissioners at their next scheduled meeting. Take the contract to the meeting. You will explain what the funds will be used for and get their approval to run the funds through the county.

The County Manager or representative signs the contract.

This is usually not a problem, if the Commissioners have a question or want something changed on the contract just get back to me and we can go from there.

I would be happy to explain this process by phone and answer any of your questions.

See contract attached.

Jackie

Jacqueline Murphy Miller (Jackie)

Program Coordinator for the NC AgVentures Grant Program

Webpage: www.ncagventures.org

Email: jackie_miller@ncsu.edu

Pronouns she/her

NC State Extension

College of Agriculture and Life Sciences

NCSU Box 7602

Raleigh, NC 27695

919-628-0163



"All electronic mail messages in connection with State business which are sent to or received by this account are subject to the NC Public Records Law and may be disclosed to third parties."

EdgecombeCounty.pdf
144K

Contract Agreement

This contract is between Edgecombe County and North Carolina State University (NCSU), who is the program administrator and fiscal manager of the NC AgVentures program.

Source of Funds

This contract is made as a sub-grant of monies received from the NC Tobacco Trust Fund Commission to NCSU to fund a mini-grant program known as NC AgVentures. Both the NC Tobacco Trust Fund Commission and NCSU are agencies of the State of North Carolina and are subject to North Carolina laws and regulations. Copies of the agreement between NC Tobacco Trust Fund Commission and NCSU are available from: *Director of Business Operations for CALS College Advancement, College of Agriculture & Life Sciences*

Tasks of the Recipient:

- Provide at least 15 percent of the funding request.
- Complete a farm enterprise that will enhance the current farm operation and replace lost tobacco income. The project shall be conducted in accordance with the plan outlined in the proposal titled, NC AgVentures Grant Project, and in accordance with the provisions of this contract.
- Expenditure of grant funds must be in accordance with the budget line items presented in the approved proposal. Any changes must be approved in writing prior to incurring said expenses by an NC AgVentures representative.
- Recipient will discuss projects with an Extension representative either at the farm or by phone. A minimum of one on site farm visit is required.
- Provide a project update by June 30th and a Year-end report by Jan. 31.
- Keep accurate production and financial records on the project and supply a copy of those records with the final report.
- Provide a *copy* of receipts that show how the grant funds were spent.
- Conduct outreach activities to inform other farmers, business people, agricultural service providers and other interested parties about the project activities, impacts and lessons learned.
- Allow Extension to include the recipient project in public relations, outreach, demonstration and education in future years.
- Provide a project update one year after completion.
- The Recipient will meet all the requirements of the North Carolina State Auditor, including reporting, upon request, use of project funds to the State Auditor.
- Complete a survey that provides feedback about the program and results of their project.
- *Recipients will recognize NC AgVentures and the NC Tobacco Trust Fund Commission as the funders/supporters of the project in all materials/marketing/advertising used to promote the project.*
- *(NC AgVentures will provide appropriate logos and usage guide).*

Tasks of NCSU:

- NCSU awards a total of \$4967 for this on-farm project or enterprise.
- Payment of \$3725.25 (75 percent) will be made upon receipt of a signed copy of this contract and a completed W-9. Recipient must submit forms to a NCSU representative.
- NCSU will make a second payment of \$993.40 (20 percent) upon receipt of the project update.
- The final \$248.35 (5 percent) will be paid upon the project completion, after final financial reports & survey are submitted provided that the Recipient has satisfactorily performed the tasks specified above AND that all funds have been properly expended in accordance with this agreement, as determined by a NCSU representative.
- Any grant funds not spent and accounted for in the report due will be returned to NCSU.
- NCSU may decline to disburse monies if the Recipient cannot show to the satisfaction of NCSU that the grant monies have been spent to accomplish the terms of this Agreement. Any unexpended funds remaining at the termination of this agreement must be returned to NCSU.
- Failure by the Recipient to spend project funds in accordance with this agreement may result in legal action to recover funds spent inconsistently with these terms and conditions without further notice.

Other Conditions and Provisions:

The Recipient shall be an independent contractor and shall not act as an employee or agent of NCSU. NCSU affiliates or the Commission assume no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims or losses arising out of any activities undertaken under this Agreement, with respect to persons or property of the Recipient or third parties. The Recipient agrees to indemnify, defend and save harmless NCSU, its affiliates, the Commission and its officers, agents and employees from any such claims.

At the request of NCSU or the Commission, the Recipient shall place signage at the Project site identifying it as receiving Commission funds. The signage shall be in mutually agreeable writing, and format.

The Recipient may publish or arrange for publication of information resulting from work carried out as part of this agreement. However, the information shall not be marketed for profit by the Recipient.

The Recipient agrees to indemnify, NCSU and its affiliates, the Commission, its officers, agents and employees against any liability, including costs and expenses and attorney's fees for his or her violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance use or disposition of any information published resulting from the work under this Agreement or based on any libelous or other unlawful material contained in such information.

The Recipient and all of its related SubRecipients, shall assure that it maintains commercial insurance of such type and with such terms and limits as may be reasonably associated with the performance of this Agreement. Documentation of such insurance coverage of the Recipient must be provided upon request to NCSU. All applicable SubRecipients shall provide the same to the Recipient. If the Recipient and all of its related SubRecipients are government agencies, they may maintain a self-insurance program of such type and with such terms and limits as may be reasonably associated with the performance of this Agreement. Documentation of such insurance coverage of the Recipient must be provided upon request to NCSU. All applicable SubRecipients shall provide the same to the Recipient.

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Jackie Miller, Project Coordinator for NC AgVentures
NCSU Campus Box 7653
Raleigh, NC 27695

Signature Page

_ Grant Recipient: Edgecpmbe County Manager or representative

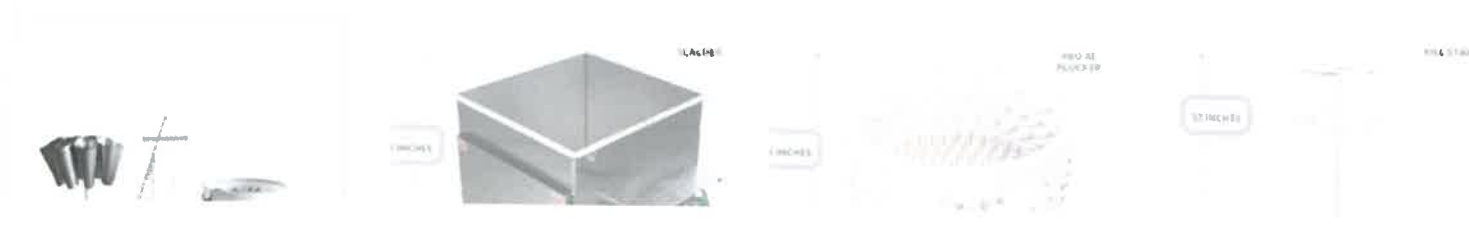
Mailing address

City, State and Zip

Date

NC State Contracts and Purchasing

Name



[HOME](#) / [SHOP](#) / [SETUP SPECIAL KITS](#)

PRO-XL Setup with Manual Dunker

\$5,453.00

Order the PRO-XL Setup with Manual Dunker and Save \$100!

Includes:

- PRO-XL Plucker
- Scalding
- Manual Dunker with Shackles
- Kill Stand B with Cones

- 1 +

ADD TO CART

SKU: SST-MDS

Category: [Setup Special Kits](#)

Tags: [manual dunker](#) [Plucker](#) [Poultry Scalding](#) [set up special](#) [Shackles](#) [turkey plucker](#)

DESCRIPTION **SPECS** **VIDEOS** **SHIPPING INFO** **REVIEWS (0)**

Product Description

Buy the Featherman PRO-XL Setup with Manual Dunker and save!

PRO-XL Plucker:

If you are processing larger quantities of broilers or turkey, this plucker is for you! Very similar to the **Featherman PRO** except the PRO-XL can hold up to 75 pounds of poultry. Designed to pluck three or four 15-20 pound turkeys but is often used for large batch chicken processing as it can handle 6-8 broilers, plucking the birds clean in less than a minute! The Featherman PRO-XL plucker is a must-have for every poultry and turkey processor, saving both time and energy while maximizing your profits.

Another notable feature of the Featherman PRO-XL plucker is the feather chute. Our chute keeps feathers contained in one spot, offering *quick and easy clean-up!* The water spray ring gives the birds an even spray of cold water, for a quick feather release and the waterproof switch ensures operation safety.

Features:

- 203 ultra-soft fingers
- 1 HP motor (240V)
- Tub & housing is USDA food-grade plastic
- Plastic is high-density & UV-resistant
- Direct drive speed reducer (no belts!)
- Waterproof ON/OFF switch
- Easy clean-up feather chute
- Water spray ring
- Made in the USA
- 1-year warranty
- Optional **Caster Kit**

- Optional **Foot Switch**

Scalder:

The goal: No pin feathers. Period. This only happens with a perfect scald. The Featherman stainless scalder holds a constant water temperature to help you achieve that perfect scald. Made of 16 gauge stainless steel with a 100,000 BTU propane burner, temperature control within a 5-degree range, and sized to scald 4 chickens at a time. Works well for turkeys too! Either hand dunk birds or purchase a **Manual Dunker** or **Automated Roto Dunker**

Watch our Featherman stainless scalder in action [here](#)

Features:

- 16 gauge stainless steel
- 100,000 BTU propane burner
- Automatic temperature control
- 40-gallon water capacity
- Made in the USA
- 1-year warranty

Manual Dunker with Shackle:

This Dunker is great for a team that doesn't want to monitor water temperature and has the manpower to put birds on the shackles and dunk them. The Manual Dunker with Shackle mounts on the **Featherman Scalder** in about 5 seconds. Mounts on the corner and locks into place. No tools are required! The dunking arm pivots left & right, making loading and unloading birds easy. Any load of poultry can be neutrally balanced. Adjustable spring tension allows for effortless dunking. The up-and-down action aids water penetration to loosen feathers. Shackle can hold up to 1-5 broilers of any weight at one time. The Manual Dunker with Shackle combo is also compatible with most ducks and turkeys.

Features:

- Stainless steel construction

APPOINTMENTS:

A. Jury Commission

Mr. Reuben Thompson IV is eligible for reappointment and recommended.

Recommendation:

Reappoint as recommended.

B. Parks and Recreation Advisory Board

See attached.

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 11/2/23
Re: Parks and Recreation Advisory Board
Appointments



Some seats on the Parks and Recreation Advisory Board were set with an initial term of 1 year. Those terms are now up and ready for reappointment.

The following are recommended for reappointment:

- Sheila Cook, Boys and Girls Club – Non-profit
- Bernice Anderson – At-large appointment
- Regina Mosely, Extension Agent – Cooperative Extension
- Sue Howard, Edgecombe Memorial Library – Non-profit
- Lorraine Dickens – At-large appointment
- Curtis Knight – At-large appointment

SUMMARY OF RELEASES & AFTERLIST FOR THE MONTH OF SEPTEMBER 2023

Total Annual Releases - 2023 Levy	\$	13,524.45
Total Annual Billing - 2023 Levy	\$	2,761,574.64

Respectfully submitted,

Tarasa M Lewis 
Tax Administrator

After-List and Release Monthly Summary

AFTER-LISTS 2023 LEVY

	SEPTEMBER	Thru Current Month
REAL	\$ 4,197,920.00	\$ 2,706,875,274.00
PERSONAL	\$ 1,061,457.00	\$ 720,440,471.00
CO. WIDE	\$ 49,936.86	\$ 26,685,252.81
DOG	\$ -	\$ 6,166.00
FIRE DISTRICT	\$ 4,059.17	\$ 1,264,869.98
SOLID WASTE	\$ 3,815.04	\$ 1,019,615.04
CONETOE	\$ -	\$ 33,378.45
MACCLESFIELD	\$ -	\$ 57,619.78
PINETOPS	\$ -	\$ 287,648.70
WHITAKERS	\$ -	\$ 79,600.15
PRINCEVILLE	\$ 152.50	\$ 225,567.51
SHARPSBURG	\$ -	\$ 47,201.60
LEGGETT	\$ -	\$ 10,186.87
SPEED	\$ -	\$ 12,378.91
DRAINAGE DIST	\$ -	\$ 36,423.09
PENALTY	\$ 3,703.27	\$ 62,260.87
GARNISHMENT	\$ -	\$ -
ADVERTISEMENT	\$ -	\$ -
GAP	\$ -	\$ 147,813.04
PUBLIC UTILITIES	\$ 2,699,907.80	\$ 2,699,907.80
TOTAL	\$ 2,761,574.64	\$ 32,675,870.60

RELEASES- 2023 LEVY

	SEPTEMBER	Thru Current Month
REAL	\$ 891,745.00	\$ 1,835,747.00
PERSONAL	\$ 83,800.00	\$ 473,881.00
CO. WIDE	\$ 9,339.50	\$ 22,088.68
DOG	\$ 10.00	\$ 10.00
FIRE DISTRICT	\$ 116.10	\$ 703.07
SOLID WASTE	\$ 375.00	\$ 1,400.00
CONETOE	\$ -	\$ -
MACCLESFIELD	\$ -	\$ -
PINETOPS	\$ -	\$ 778.39
WHITAKERS	\$ 123.69	\$ 123.69
PRINCEVILLE	\$ 251.35	\$ 518.15
SHARPSBURG	\$ -	\$ -
LEGGETT	\$ -	\$ -
SPEED	\$ -	\$ -
DRAINAGE DIST	\$ -	\$ -
PENALTY	\$ 3,308.78	\$ 3,584.28
GARNISHMENT	\$ -	\$ -
ADVERTISEMENT	\$ -	\$ -
TOTAL	\$ 13,524.45	\$ 29,204.26

RELEASES FOR BACK YEARS

	2022	2021	2020	2019	2018	2017
REAL	\$ 61,239.00	\$ -	\$ -	\$ -	\$ -	\$ -
PERSONAL	\$ 8,486.00	\$ 4,770.00	\$ 4,930.00	\$ -	\$ -	\$ -
CO. WIDE	\$ 662.39	\$ 45.32	\$ 46.84	\$ -	\$ -	\$ -
DOG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRE DISTRICT	\$ 10.64	\$ 6.20	\$ 4.93	\$ -	\$ -	\$ -
SOLID WASTE	\$ 250.00	\$ 125.00	\$ 100.00	\$ -	\$ -	\$ -
CONETOE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PINETOPS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRINCEVILLE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SHARPSBURG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SPEED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WHITAKERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DRAINAGE DIST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GARNISHMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADVERTISEMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PENALTY	\$ 9.13	\$ 5.15	\$ 5.17	\$ -	\$ -	\$ -
TOTAL	\$ 932.16	\$ 181.67	\$ 156.94	\$ -	\$ -	\$ -

	2016	2015	2014	2013		
REAL	\$	\$	\$	\$		
PERSONAL	\$	\$	\$	\$		
CO. WTDE	\$	\$	\$	\$		
DOG	\$	\$	\$	\$		
FIRE DISTRICT	\$	\$	\$	\$		
SOLID WASTE	\$	\$	\$	\$		
CONETOE	\$	\$	\$	\$		
PRINCEVILLE	\$	\$	\$	\$		
SHARPSBURG	\$	\$	\$	\$		
SPEED	\$	\$	\$	\$		
DRAINAGE DIST	\$	\$	\$	\$		
GARNISHMENT	\$	\$	\$	\$		
ADVERTISEMENT	\$	\$	\$	\$		
PENALTY	\$	\$	\$	\$		
TOTAL	\$	\$	\$	\$		

Public Utilities & GAP Monthly Summary

2023 LEVY PUBLIC UTILITIES

	Oct-23	Fiscal
Real		
Personal	\$ 444,452,441.00	\$ 444,452,441.00
Co. Wide	\$ 2,500,758.52	\$ 2,500,758.52
Fire Districts	\$ 164,735.20	\$ 164,735.20
Conetoe	\$ 3,549.20	\$ 3,549.20
Princeville	\$ 8,779.00	\$ 8,779.00
Sharpsburg	\$ 3,503.55	\$ 3,503.55
Speed	\$ 610.81	\$ 610.81
Leggett	\$ 165.65	\$ 165.65
Pinetops	\$ 3,423.76	\$ 3,423.76
Macclesfield	\$ 4,076.47	\$ 4,076.47
Whitakers	\$ 10,305.64	\$ 10,305.64
Total	\$ 2,699,907.80	\$ 2,699,907.80

2023 LEVY GAPS

	Jul-23	Fiscal
Real		
Personal		\$ -
Co. Wide	\$ 135,739.05	\$ 135,739.05
Fire Districts	\$ 6,364.18	\$ 6,364.18
Conetoe	\$ 416.07	\$ 416.07
Princeville	\$ 2,578.79	\$ 2,578.79
Sharpsburg	\$ 359.51	\$ 359.51
Speed	\$ 36.59	\$ 36.59
Leggett	\$ 4.23	\$ 4.23
Pinetops	\$ 1,511.05	\$ 1,511.05
Macclesfield	\$ 387.45	\$ 387.45
Whitakers	\$ 416.12	\$ 416.12
Total	\$ 147,813.04	\$ 147,813.04

Contracts for November 6, 2023 Commissioners' Meeting				
Vendor Name	Contract Amount	Service Description	Dept.	
Envirocon	Change Order to add \$24,018.75; new contract total = \$75,509.61	This change order allows us to add access and security controls at our Emergency Operations Center. No additional budget appropriation is needed.	Maintenance	
Prime Corrections	Not-to-exceed \$200,000 (Note: this is paid through savings found in medical billing for jail health services)	Cost containment services for medical services at the Detention Center.	Sheriff	
Avineon	\$3,750	GIS addressing software. This is a request for a sole source contract. This vendor provides an addressing solution that is the most compatible with our GIS system.	Planning	
Contracts Approved by the County Manager – For Information				
N/A				

Change Order

No. 1

Date of Issuance: November 2, 2023

Effective Date: November 2, 2023

Project: Access Control

Owner: Edgemcombe County

Contract: Access Control

Date of Contract: September 19, 2023

Contractor: Envirocon, Inc.

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Access Control for EOC

Attachments:

See attached quote

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$51,490.86

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____

N/A

Original Contract Times: ____ Working Days ____ Calendar Days

Substantial Completion (days or date): N/A

Ready for final payment (days or date): N/A

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____

Substantial Completion (days): N/A

Ready for final payment (days): N/A

Contract Price prior to this Change Order:

\$51,490.86

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

[Decrease] [Increase] of this Change Order:

\$24,018.75

[Increase] [Decrease] of this Change Order:

Substantial Completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Price incorporating this Change Order:

\$75,509.61

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

RECOMMENDED:

By: Stan Liverman
Stan Liverman, Maintenance Director
Edgemcombe County

Date: 11-1-23

ACCEPTED:

By: _____
Eric Evans, County Manager
Edgemcombe County

Date: _____

ACCEPTED:

By: Paul Godwin
Paul Godwin, President
Envirocon, Inc.

Date: 11/1/23



Envirocon Inc
PO Box 7349, Wilson, NC 27895

(252)291-4618

Quote

Date: 10/30/23
Customer ID: Stan L.
Expiration Date: 11/30/23

To: Stan Liverman
georgeliverman@edgecombeco.com
Street
Edgecombe County
(252) 885-1443

Estimator	Job	Payment Terms	Due Date
Jerry Coats	EMS		Upon Completion

Qty	Description	Unit Price	Line Total
1.00	Controlsoft access system for 2 buildings, Emergency Operations	22,500.00	22,500.00
	Center and warehouse building.		
	Includes labor installed and tested afterwards		
	1 year warrenty on labor and parts.		
	<u>Not included</u>		
	No patch and painting		
	No electrical power or outlets		

Quotation prepared by: Jerry Coats
WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION, SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION, FORMAL PURCHASE ORDER, AND/OR SUBCONTRACT FOR SERVICES DESCRIBED IS SUBJECT TO THE CONDITIONS ON THE ATTACHED, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

Subtotal	\$	22,500.00
Sales Tax	\$	1,518.75
Total	\$	24,018.75

To accept this quotation, sign here and return: _____

Thank you for your business!



Prime Health Services, Inc.
County Master Services Agreement

This MASTER SERVICES AGREEMENT ("Agreement") is entered into, effective on 10/26/2023 ("Effective Date"), between **Prime Health Services, Inc. ("PHS")**, a Tennessee corporation, and **Edgecombe County Sheriff's Office ("SHERIFF")**, located in the State of North Carolina. PHS and SHERIFF each may be referred to as a "Party" and collectively as the "Parties."

WHEREAS, PHS provides cost containment services to the corrections industry and has established and manages a preferred provider organization (PPO) network of medical providers for the correctional health care industry; and

WHEREAS, SHERIFF requests the cost containment services of PHS when arranging certain off-site health care services for SHERIFF's incarcerated members for which SHERIFF will reimburse PHS based on the fees described herein for network access and cost containment services;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, PHS and SHERIFF agree as follows:

1.0 DEFINITIONS

1.1 "Billed Charges" means the fees, rates, and charges billed by providers for their provision of medical or health care services before any discounts and adjustments are made.

1.2 "Compensable Services" means the health care services that Covered Persons are entitled to receive through Participating Providers according to applicable law and as explained under the terms of this Agreement.

1.3 "Covered Person" means a person entitled to Compensable Services.

1.4 "EOB" or "EOB Summary" means the form generated after a claim is repriced and discounts are applied, which is sent to SHERIFF and providers for their records and to establish the amount that is due for the services rendered.

1.5 "Participating Provider" means a provider who has a contractual relationship with PHS or a contracted physician group to provide Compensable Services to Covered Persons.

2.0 RESPONSIBILITIES OF PHS

2.1 Services Provided by PHS. PHS will provide cost containment services to SHERIFF based on SHERIFF's needs. These services include: access to PHS's correctional PPO network; discount negotiation services; scrubbing; claims repricing; and EOB generation.

2.2 Reporting. PHS will provide SHERIFF with monthly reports of claim data and incidents in an agreed upon format.

2.3 Provider's Responsibility for Medical Services. SHERIFF agrees that neither PHS nor SHERIFF shall be liable for, nor will they exercise control or direction over, the manner or method by which a Participating Provider renders health care services to Covered Persons, and that PHS cannot obligate or force its providers to medically treat Covered Persons. Participating Providers shall be solely responsible for the treatment, medical care, and maintenance of their relationships with Covered Persons.

3.0 RESPONSIBILITIES OF SHERIFF

3.1 Offering of SHERIFF. SHERIFF agrees to use PHS as its preferred cost containment vendor on a claim-by-claim basis for the term of this Agreement.

3.2 PHS Service Fee. SHERIFF shall pay PHS a fee, as specified in Exhibit 1.0, for performing its responsibilities under this Agreement. This fee shall not exceed \$200,000.

3.3 Confidentiality of Discounts. PHS discounts, fees, and other plan information must not be shared or passed to another organization without PHS's prior written consent, unless required by law.

4.0 INDEMNIFICATION, LEGAL DEFENSE, AND DISPUTES

4.1 Indemnification. Each Party shall indemnify, defend and hold harmless the other Party from and against, and in respect to, any and all claims or liabilities, including reasonable attorneys' fees, that the other Party incurs or suffers, which arise out of or relate to any of the indemnifying Party's acts or omissions or any breach by the indemnifying Party of its representations, warranties, covenants or guarantees under this Agreement or in any exhibit, attachment, or other instrument furnished under this Agreement. Nothing in this Agreement is intended to waive any immunities that SHERIFF may have under state or federal law.

4.2 Legal Defense. PHS shall not be responsible for the defense of any legal action arising out of any claim for payment. PHS agrees to cooperate with SHERIFF by furnishing such evidence as it has available connected to the defense of any such action. SHERIFF and PHS shall notify each other promptly in writing of any changes in their respective ownership and of any legal, administrative, or governmental actions initiated against them, or any other problem or occurrence which could materially affect their ability to perform their duties and obligations under this Agreement.

4.3 Resolution Period. If a non-disputing Party is unable to resolve a dispute to the satisfaction of the disputing Party within a reasonable timeframe after the non-disputing Party's receipt of the dispute and corresponding documents, the disputing Party must send written notification to the other Party along with a proposed solution prior to taking legal action. Thereafter, the Parties will first attempt in good faith to promptly and informally resolve the dispute by negotiation at an agreed upon time and location. During such negotiation, the Parties must engage in detailed communications and make diligent attempts to reach an amicable

resolution. If the Parties are unable to reach a resolution within a reasonable timeframe, then the venue for any further action or legal proceeding shall be in Edgecombe County NC.

5.0 TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for three (3) years. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year, unless either Party gives the other Party written notice of termination pursuant to Section 5.2 or Section 5.3 below.

5.2 Termination With Cause. This Agreement may be terminated by either Party by giving thirty (30) days written notice to the other Party of a material breach of this Agreement. The breaching Party will have the right to cure such breach within the thirty (30) day notice period. If the Party to whom notice was served fails to cure the breach within the 30 day notice period, then that Party will be in material default, and this Agreement will terminate at the end of the 30 day notice period.

5.3 Termination Without Cause. Either Party may terminate this Agreement at any time without cause by giving written notice to the other Party at least ninety (90) days prior to the effective date of termination, without the need for prior consent of or notice to any Covered Person, Participating Provider, or other third party.

5.4 Procedure Upon Termination. If this Agreement is terminated by either Party for any reason, all rights and obligations hereunder shall cease, with the exception of: (i) those provided in this Section 5; (ii) those arising out of any indemnification provision set forth herein; and, (iii) those that have accrued as a result of this Agreement.

SHERIFF shall, to the extent provided in the correctional health care program and consistent with applicable law, remain liable for payment to Participating Providers pursuant to the terms of this Agreement, including, without limitation, the terms of the compensation system in effect at termination and for Compensable Services furnished prior to such termination.

6.0 CONFIDENTIAL INFORMATION, TRADEMARKS AND COPYRIGHTS

6.1 Confidential and Proprietary Information. A Party disclosing Confidential and Proprietary Information ("CPI") to the other Party shall at all times own all such information disclosed by it, and the Party to whom CPI is disclosed shall use its best efforts, consistent with the manner in which it protects its own CPI, to preserve the confidentiality of any such information which such Party knows or reasonably should know that the other Party deems to be confidential and proprietary. Neither Party shall use for its own benefit or disclose to third parties any CPI of the other Party without such other Party's prior written consent, except as required by applicable law or court order.

6.2 Trademarks and Copyrights. Neither Party shall use the other Party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise

without the prior written consent of such other Party. Any such use by a Party, without the approval of the other Party shall cease immediately upon the earlier of receipt of written notice from the other Party or termination of this Agreement. Each Party hereby grants the other Party the right to use its name, address, and telephone number in connection with the other Party's obligations hereunder. SHERIFF grants PHS the right to use its name and savings information in monthly newsletters and on its website.

6.3 Medical Records. The Parties shall maintain the confidentiality of Covered Persons' medical records to the extent required by applicable law, and the release to any person of information in such records shall require the Covered Person's consent unless otherwise permitted under applicable law. Neither Party shall be in breach of this Agreement for failure to supply information that cannot be supplied due to prevailing law or for supplying information required under prevailing law. The Parties agree to comply with all state and federal laws regarding confidentiality of patient records, including, but not limited to, federal regulations promulgated under HIPAA and HITECH.

7.0 GENERAL PROVISIONS

7.1 Notices. Any notice given pursuant to this Agreement shall be in writing and sent via FedEx (delivery fees prepaid and signature required) or certified mail (return receipt requested, postage prepaid) to the recipient at its respective address designated on the signature page of this Agreement.

7.2 Independent Contractors. PHS and SHERIFF are independent entities contracting with each other solely for the purposes of performing this Agreement.

7.3 Amendments. Amendments must be agreed to in writing by PHS and SHERIFF.

7.4 Severability. If a portion of this Agreement is invalid or unenforceable, such portion shall be ineffective only to the extent of the invalidity or unenforceability, and the remaining portions shall nevertheless be valid, enforceable, and of full force and effect.

7.5 Waiver. The waiver by either Party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement, shall not be construed as a waiver of any subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

7.6 Entire Agreement. This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

7.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and taken together shall constitute a single instrument.



Prime Health Services, Inc.
County Master Services Agreement

7.8 Assignment. Neither Party shall assign, subcontract, or delegate its rights, duties or obligations hereunder unless the other Party approves of such assignment, subcontract, or delegation by prior written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7.9 Exhibits. In a conflict between the provisions of any exhibit or attachment hereto and this base Agreement, the provisions of the exhibits and attachments shall control.

7.10 Force Majeure. A Party's obligations shall be excused during any period of delay or inability to provide services caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after using its best efforts to do so, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter beyond the reasonable efforts of the Party to control.

7.11 No Third Party Beneficiary. This Agreement is not a third party beneficiary contract and shall not establish rights or remedies of Covered Persons or any third parties.

7.12 Public Records Provisions. PHS shall retain public records concerning this Agreement for at least three (3) years after final payment is made. SHERIFF reserves the right to access such records for an inspection or audit during normal business hours, upon five days prior written notice to PHS. Public records include any document, letter, map, photograph, book, tape, film, sound recording, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between PHS and SHERIFF.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the Effective Date.

Edgecombe County
P.O. Box 10
Tarboro, North Carolina 27886

Prime Health Services, Inc.
331 Mallory Station Road
Franklin TN 37067

By: _____

By: Brian Sharp

Title: _____

Title: CEO/President

Date: _____

Date: 10.26.23

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Linda Barfield
Chief Financial Officer



Exhibit 1.0

PHS FEES AND INVOICING

PHS Service Fee:

SHERIFF agrees to pay PHS an administration and plan fee equal to 19% of total Savings. Savings is defined as the difference between the providers Billed Charges and the final allowed amount that the provider has agreed to accept based on the services provided by PHS.

Invoicing/Payment:

PHS will reprice a provider claim, generate an EOB Summary, and send the final EOB Summary, which will include PHS's service fee, to SHERIFF. SHERIFF agrees to send both the provider payment and the PHS service fee to the address listed on the EOB Summary within 14 days of its receipt of the EOB Summary.



October 30, 2023

Ms. Katina Braswell, CFM
Edgecombe County
Planning Director
201 St Andrew St
Suite 205
PO Box 10
Tarboro, NC 27886

Re: GIS National Emergency Number Association (NENA) Addressing Solution
Implementation

Dear Ms. Braswell:

Avineon, Inc. (Avineon) is pleased to provide our proposal to Edgecombe County, North Carolina (the County) to assist in the modernization of your GIS-based addressing solution. On the following pages, we have described our understanding of the scope of work, costs, and applicable terms and conditions.

Avineon was founded in 1992 and has over 31 years of experience providing innovative and high-quality spatial intelligence, GIS managed data services, digital modernization, and engineering support solutions to our customers in both the public and private sectors.

Avineon is appraised at Capability Maturity Model Integration Maturity Level 3 for development and services and is ISO 9001:2015 registered for quality management.

Thank you for the opportunity to submit this information to the County. We look forward to supporting your organization. If you agree with the terms of this proposal, please sign and date in the block provided below to authorize Avineon to proceed in accordance with the attachments to this letter. If you have any questions, require further information, or would like to discuss alternative procurement methods, please contact me at your earliest convenience.

Sincerely,

Authorization to Proceed:

T. Wendy Peloquin
Business Development Manager
Avineon, Inc.
wpeloquin@avineon.com

Edgecombe County, North Carolina
Name: _____
Title: _____
Date: _____

ATTACHMENT A – SCOPE OF WORK

Avineon will assist to Edgecombe County, North Carolina (the County) with implementing our Custom Addressing Tools to aid in the maintenance of address data that is compliant with Next Generation 911 (NG911) and National Emergency Number Association (NENA) standards. This assistance will include migration of data to a NENA-compliant database, installation of Avineon's suite of customer address maintenance tools on three devices, and one remote training session to enable your staff to implement the tools provided. Multiple staff members may attend the training session.

The provided suite of address maintenance tools (ArcGIS Pro add-in with custom menus) will assist the County in maintaining E911 data that is fully compliant with NG911 and NENA standards. The tools will provide the following functionality:

- Street name management to ensure compliance with established standards
- Street centerline GIS layer management including:
 - Managing names and naming components to support legacy and NG911 requirements
 - Managing address ranges based on County standards
 - Forcing maintenance of other fields required for NG911 compliance (e.g., MSAG communities, ESNs, unique IDs)
- Address point GIS management including:
 - Optional automatic or manual assignment of point addressed based on centerline address range rules
 - The population of other required fields for address points (e.g., MSAG communities, ESNs, unique IDs)
- Maintain synchronization for required database components (master street names table, street centerlines, address points) based on a data model

Avineon's efforts on this project will follow this process:

1. Review existing street centerline and address point the County's E911 data layers (provided in a file geodatabase) and determine any necessary data processing that may be necessary to migrate the data into the NG911/NENA compliant schema.
2. Migrate the data into the NENA model (test environment). Add any necessary fields that may be required by the County to each layer. This will involve setting up unique IDs for the street centerlines and address points (as required by NG911).
3. Implement the Avineon suite of address maintenance tools (ArcGIS Pro add-in and custom menus) for maintaining E911 data (NG911 compliant) in ArcGIS Pro (one for street centerline maintenance and one for address maintenance).
4. Build an ArcGIS Pro project and test the tools. Resolve any issues that may be discovered.
5. Determine the specific data model required for the County Dispatch's CAD system.

6. Create an automated process for exporting the street centerline and address point data for the County Dispatch. Work with CAD vendor to ensure data compliance.
7. Implement the live solution:
 - Update GIS data layers
 - Create ArcGIS Pro project with live data
 - Ensure the workflow functions correctly
 - Automate export for the County Dispatch
8. Training: Training will be provided to ensure the County staff can use the custom address maintenance tools provided and upload the addressing data to the NG911 system. Avineon will focus the upload training on the steps necessary to deal with errors that are generated following the upload process.

Avineon offers our Custom Addressing Tools on an annual subscription basis. Our support services during your subscription include:

- Priority service
- Responding to emergency situations where the application is down and working to get the application back online as soon as possible within business hours
- Responding to incorrect software and working to resolve those situations
- Upgrading the software when necessary (i.e., when ArcGIS is updated)
- Migrating the Avineon Custom Addressing Tools to other hardware when necessary

Support does not include major customizations. In these cases, a separate quote will be issued for the request. These will be situations where the request represents entirely new behavior not currently implemented as part of the latest Avineon Custom Addressing Tools.

Technical Requirements:

- ArcGIS Pro 2.9.x
 - SQL 2016 or SQL 2017 which works with Windows Server 2012 or later*
 - SQL 2019 requires Windows Server 2016 or later (does not work with W12)*
- *If deployed in the server environment*

ATTACHMENT B: PROPOSED COSTS

The following table presents Avineon's firm fixed price for the proposed project.

License/Task	Cost
Avineon Custom Addressing Tools Annual Subscription	\$1,500.00
Installation, Configuration, and Technical Support	\$1,750.00
Training	\$500.00
Total	\$3,750.00

The project schedule will be determined at the project kick-off meeting following acceptance of this proposal.

Following implementation, Avineon recommends renewing the annual software subscription to continue use of the software and maintain compatibility with future upgrades of your GIS.

Pricing assumptions include:

- Avineon's suite of Custom Addressing Tools will be licensed under the terms and conditions included in *Attachment D*. Services will be performed under the terms and conditions in *Attachment C*.
- The proposed scope does not include efforts to resolve address data errors. If the County data requires clean-up activities to meet the 98% accuracy threshold for NG911 compliance, Avineon will provide a detailed estimate for that effort as a separate proposal.
- All work will be conducted remotely. If travel to the County offices is required, the costs for that travel will be billed at cost plus G&A.
- Sales tax will be applied to invoices in accordance with applicable state law.
- This proposal is valid for 60 days.

ATTACHMENT C – TERMS AND CONDITIONS

Edgecombe County, North Carolina (“Purchaser” or “Party”) and Avineon, Inc. (“Avineon” or “Party”) acknowledge and agree that the following terms and conditions shall apply to the services performed pursuant to this Agreement (“Services”).

1. Invoices will be generated monthly by Avineon. Purchaser will pay Avineon within thirty calendar days from receipt of invoice.
2. Confidential Information received by a Party shall be kept confidential for three years following completion of the Services or termination of this Agreement, whichever shall occur first, and shall not be disclosed to any other person except as required by law or with the prior written consent of the disclosing Party.
3. Neither Avineon, Avineon's employees, nor Consultants are or shall be deemed to be employees of Purchaser. To the extent that Avineon has employees who perform Services under this Agreement, Avineon shall be solely responsible for the payment of compensation, including provision for employment taxes, worker's compensation, and any similar tax associated with employment of Avineon's employees.
4. Purchaser agrees that it shall ensure that no person, firm, or company which controls or is controlled by or is an affiliate of it shall during the term of this Agreement and for a period of one year thereafter, solicit the engagement of any Consultant or employee of Avineon either directly or indirectly, including through the agency of a third party, unless agreed in writing by Avineon. If Consultant becomes employed directly by the Purchaser or person, firm, or company which controls or is controlled by or is an affiliate of it, Purchaser shall pay Avineon a placement fee of the Consultant's annual salary.
5. All materials and products developed under this Agreement by Avineon or its Consultants are the property of the Purchaser. Avineon retains all rights to methodology, knowledge, documents, software, and data brought to the Services by Avineon and used in the performance of the Services. No rights to Avineon's property or proprietary interests existing prior to the start of the Services are passed hereunder or under any Schedule.
6. Avineon warrants to Purchaser that the material, analysis, data, programs, and services to be delivered or rendered hereunder will be of the kind designated and will be performed by qualified personnel. Avineon makes no other warranties, whether written, oral, or implied, including without limitation warranty of merchantability or warranty of fitness for particular purpose.
7. In no event shall Avineon be liable for special or consequential damages, whether or not the possibility of such damages has been disclosed to Avineon in advance or could have been reasonably foreseen by Avineon. Avineon's liability on any claim or loss or liability arising out of, or connected with, this Agreement, including breach of contract or warranty; for negligence; or for the sale, delivery, or use of any material, data, or programs, or the results of any services furnished hereunder, shall in no case exceed the amounts paid to Avineon by Purchaser under this Agreement.
8. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions and, unless the Parties agree to submit to binding arbitration, shall be heard in a court of competent jurisdiction in Virginia.
9. This Agreement together with any Schedules created hereunder constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Avineon by any of its salesmen, employees, or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter thereof. Purchaser acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

ATTACHMENT D – SOFTWARE LICENSE TERMS AND CONDITIONS

Avineon, Inc. ("Licensor") will license the software described below to the Edgecombe County, North Carolina ("Licensee") upon the condition that licensee accepts all of the terms and conditions contained in this Attachment.

a. Definitions

- i. "Software" means the object code of the Avineon Custom Addressing Tools including any revisions or new versions, and may include software owned by Third Parties who have granted Avineon the right to include such software as part of the Software.
- ii. "Use" or "use" means to load, access, utilize, or store the Software.
- iii. "Subscription Fee" means the amount paid to Use the Software for the Subscription Term.
- iv. "Subscription Term" means the means the period of time during which the Software may be used in exchanged for the Subscription Fee. Unless there is a written agreement otherwise with Licensor, the Subscription Term shall be one year after the first activation of the Software
- v. "Third Party" means any entity or person other than Licensor and Licensee.
- vi. "Intellectual Property" means (i) any U.S., international or foreign patent, (ii) inventions, invention disclosures, improvements, trade secrets, business processes, technology and technical data, (iii) copyrights, copyright registrations in the U.S. or any foreign country, (iv) any trademark or registration, and (v) any other similar or equivalent proprietary rights conferred by contract, statute or any other law.

b. License Grant

Licensor hereby grants Licensee a nonexclusive and nontransferable license to use the Software in Licensee's business operations during the Subscription Term, subject to the following conditions:

- i. Licensee may use the Software subject to the terms and conditions of this License.
- ii. Licensee may install an unlimited number of copies of the Software on Licensee's equipment and all of Licensee's authorized users of ArcGIS may use the Software as permitted herein.
- iii. Licensee may not copy the Software for any purpose other than installing multiple copies for use by Licensee nor remove any original titles, copyright and trademark notices, or proprietary and restricted rights notices.
- iv. Licensee may not modify, reverse engineer, disassemble, decompile, alter, or otherwise create any derivative works based on the Software or permit a Third Party to do so.
- v. Licensee may not unbundle individual or component parts of the Software for independent use.
- vi. Licensee may not make any attempt to circumvent the technological measures that control access to or use of the Software.
- vii. Licensee may not redistribute the Software registration number, license authorization files, or developer license files.
- viii. Licensee may not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without Licensor's express written consent and any attempt to do so without consent shall be void.
- ix. Licensee may not remove, obscure, or damage any patent, trademark, or copyright notices contained in or affixed to the Software and Licensee must take reasonable steps to ensure the protection of Licensor's intellectual property rights.

Licensor owns and retains all right, title and interest in the Software, Intellectual Property, and any and all related materials. This Agreement does not transfer any ownership rights in the Software, Intellectual Property, or other related materials to Licensee or any Third Party.

c. Warranty

During the Subscription Term, Licensor warrants that the software will provide the functionality described by its documentation and licensor's written representations, provided that Licensor's sole liability and

obligation under this warranty shall be to correct the software such that it will provide the functionality described by its documentation and Licensor's written representations.

For all copies, Licensor expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. Licensor does not warrant and hereby disclaims any implied warranty that the operation of the software will be error free or uninterrupted.

d. Maintenance

During the Subscription Term, Licensee shall provide the following maintenance services: (a) all Revisions, Updates, and Enhancements to the Software which are made generally available to other licensees of the Software; (b) four hours per year technical support; and (c) updated software as required to operate under new releases of the operating system or other technical software required to execute the Software. The words "Revisions," "Updates," or "Enhancements" shall be defined as error corrections, modifications, and all changes and/or improvements to the Software that relate to operating performance but do not alter the basic function of the Software.

e. New Version

Should Licensor supply a New Version of the Software during the Subscription Term, Licensee shall have the option to upgrade to the New Version of the Software. The words "New Version" shall be defined to mean the Software has been significantly enhanced and extended through the addition of substantial new functionality.

f. Proprietary Rights Infringement

Licensor warrants Licensor has the right to license the Software and grant the rights granted herein. In the event of a claim the Software used within the scope of this License Agreement infringes any patent, copyright, trade secret or other proprietary right of any Third Party, Licensor shall, at its option, (a) procure for Licensee the right to continue to use such Software, (ii) modify the Software so that it becomes non-infringing, or (c) refund the Subscription Fee.

g. Limitation of Liability

Notwithstanding anything else contained in this Agreement, or at law, or otherwise: (a) the total liability of Licensor to Licensee in contract, tort, or otherwise shall be limited in the aggregate to one hundred percent (100%) of the Subscription Fee; (b) Licensor shall not in any way be liable to any person, firm, or corporation for any special, indirect, or consequential damages or losses, including loss of profit or production; and (c) any and all liabilities and obligations which Licensor may have under this Agreement shall expire at the end of the Subscription Term or upon termination of this Agreement, whichever shall occur first. Licensor is not liable for interruption of business or cost of substitute goods incurred by Licensee or any third party, whether in an action in contract or tort based on a warranty, even if Licensor has been advised of the possibility of such damages.

Licensor assumes no liability for (a) infringements arising from combinations of the Software with other software or hardware products, (b) modifications of the Software made by any party other than Licensor or Licensor's authorized representative or made under Licensor's direction, (c) use of a prior version of the Software to the extent such infringement would have been avoided by use of the current version of the Software, or (d) trademark infringements involving any marketing or branding not applied by Licensor.

h. Term and Termination

This Agreement is effective for the Subscription Term.

i. Export Controls

Licensee may not export, re-export, download, or provide the Software or underlying information or technology, in whole or in part to (a) a country to which the United States has embargoed goods, (b) anyone on the U.S. Treasury Department's list of Specially Designated Nationals, (c) any person or entity on the U.S. Commerce Department's Table of Deny Orders, or (d) any person or entity where such export, re-export or provision violates any U.S. export control laws or regulations. By accepting the

Ms. Katina Braswell, CFM
October 30, 2023
Page 8



Software, Licensee is agreeing to the foregoing, and Licensee is representing that Licensee is not a national or resident of, or located in or under the control of, any country subject to such export controls.

j. Agreement

This Agreement represents the complete agreement between the parties concerning the Software and this Agreement contains all of the covenants and agreements between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein.

If any provision of this Agreement is held unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable.

This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia.

**EDGECOMBE
WATER AND SEWER DEPARTMENT
CONSTRUCTION AND MAINTENANCE
REPORT**

District 1

Everything has been running according to standards. Staff have been performing routine maintenance on the system, flushing and installing new taps. SCADA issues (no communication) caused Bulluck School Tank to overflow.

District 2

Everything has been running according to standards. Staff have been performing routine maintenance on the system, flushing and installing new taps. Main line break on 258 S.

District 3

Everything has been running according to standards. Staff have been performing routine maintenance on the system, flushing and installing new taps.

District 4

Staff have been performing routine maintenance on the system, flushing and installing new taps. SCADA issues (no communication) caused Speed Tank to overflow.

District 5

Everything has been running according to standards. Staff have been performing routine maintenance on the system, flushing and installing new taps.

District 6 – Princeville

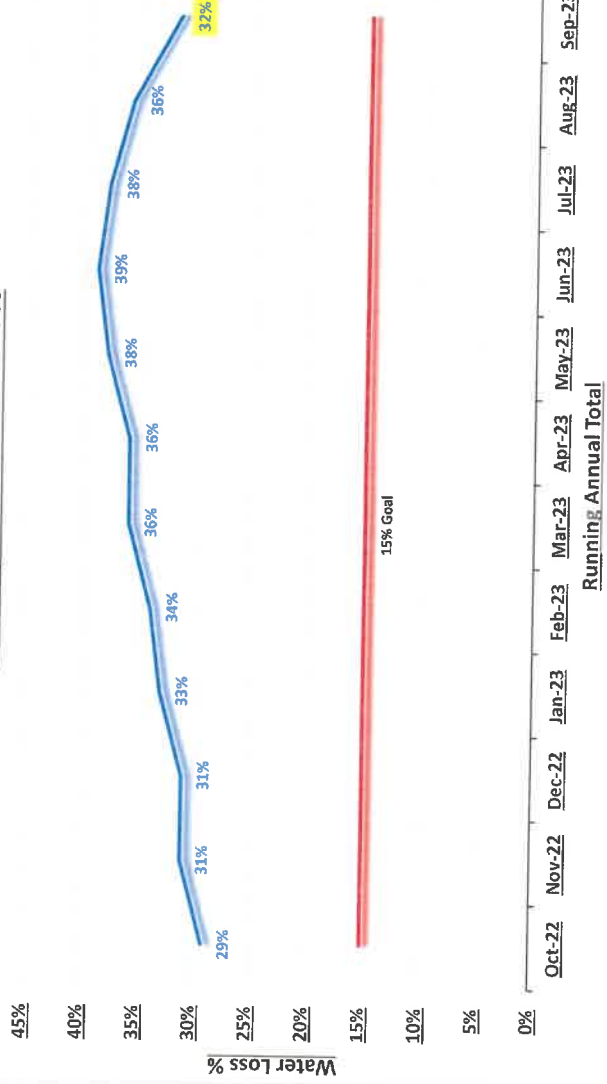
Everything is running according to standards. Staff are performing routine maintenance on the system.

Edgecombe County Water & Sewer Monthly Water & Sewer Usage

Monthly Usages

	Vault Readings	Water Purchased (Gallons)	Water Purchased Cost	Water Billed (Gallons)	Water Billed Amount	% Water Loss (Purchased vs. Billed)
Oct-22	38,346,140	40,664,120	\$143,526.44	23,362,699	\$337,937.17	43%
Nov-22	41,613,756	39,137,832	\$138,369.92	22,902,840	\$332,926.58	41%
Dec-22	39,356,648	39,694,480	\$140,206.03	23,569,032	\$341,881.24	41%
Jan-23	35,858,704	37,798,036	\$134,206.81	25,535,487	\$356,246.30	32%
Feb-23	39,473,740	37,625,844	\$132,132.37	20,178,499	\$317,341.53	46%
Mar-23	33,408,484	31,007,616	\$118,102.11	22,194,533	\$331,568.32	28%
23-Apr	32,633,504	35,147,828	\$148,483.54	18,235,964	\$304,359.52	48%
23-May	26,632,036	26,250,272	\$96,468.94	20,009,475	\$316,353.30	24%
23-Jun	32,023,300	29,469,544	\$106,532.25	24,375,593	\$348,129.85	17%
23-Jul	32,311,612	34,626,680	\$123,689.89	29,828,309	\$381,360.56	14%
23-Aug	32,805,700	31,227,268	\$119,450.82	30,243,268	\$402,321.86	3%
23-Sep	34,371,308	34,502,828	\$130,780.81	23,868,710	\$425,305.63	31%
Total	418,834,932	417,152,348	\$1,531,949.93	284,304,409	\$4,195,731.86	32%

Running Annual Water Loss



Running Annual Water Loss

Month	Water Loss %	Goal
Oct-22	29%	15%
Nov-22	31%	15%
Dec-22	31%	15%
Jan-23	33%	15%
Feb-23	34%	15%
Mar-23	36%	15%
Apr-23	36%	15%
May-23	38%	15%
Jun-23	39%	15%
Jul-23	38%	15%
Aug-23	36%	15%
Sep-23	32%	15%

Edgecombe County
Financial Summary Report
Fiscal Year 2024
(As of October 31, 2023)

GENERAL

REVENUES	REVISED BUDGET	YTD ACTUAL	Y-T-D % COLLECTED	
Ad Valorem Taxes	\$ 33,755,000	\$ 6,597,863	19.55%	
Sales Taxes	9,900,000	1,844,209	18.63%	
Other Taxes	164,000	47,697	29.08%	
Intergovernmental	2,384,692	310,760	13.03%	
Sales, Services and Fees	6,131,285	1,268,898	20.70%	
Health Revenues	5,752,073	1,155,141	20.08%	
DSS Revenues	11,824,630	1,294,423	10.95%	
Other Revenues	1,030,034	354,695	34.44%	
Total Revenues	\$ 70,941,714	\$ 12,873,686	18.15%	
EXPENDITURES	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED	YTD ENCUMBERED
General Government	\$ 10,667,168	\$ 3,265,474	30.61%	\$ 1,582,100
Public Safety	19,874,069	6,771,429	34.07%	1,819,241
Transportation	60,357	36,429	60.36%	23,929
Economic Development	2,018,301	462,278	22.90%	743,473
Human Services	18,906,397	5,138,374	27.18%	1,869,220
Cultural & Recreational	749,297	343,944	45.90%	315,893
Education	14,595,235	4,462,702	30.58%	9,582,533
Debt Service	4,446,511	911,399	20.50%	-
Transfers	7,765,745	-	0.00%	-
Total Expenditures	79,083,080	21,392,028	27.05%	\$ 15,936,388
Fund Balance Appropriation/Utilization	\$ (8,141,366)	\$ (8,518,341)		

Preliminary report subject to final accounting close adjustments.

Edgecombe County
Financial Summary Report
Fiscal Year 2024
(As of October 31, 2023)

WATER/SEWER

Funds 61 - 68

REVENUES

Water & Sewer Revenue
Fund Balance Appropriated

	REVISED BUDGET	YTD ACTUAL	Y-T-D % COLLECTED	
	\$ 6,923,404	\$ 1,790,506	25.86%	\$ -
		-	0.00%	
	\$ 6,923,404	\$ 1,790,506	25.86%	

EXPENDITURES

Water Operations
Water Purchases
Debt Service

	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED	YTD ENCUMBERED
	\$ 3,842,076	\$ 818,583	21.31%	\$ 855,826
	1,400,000	464,019	33.14%	535,981
	1,681,328	-	0.00%	-
	\$ 6,923,404	\$ 1,282,602	18.53%	\$ 1,391,808

SOLID WASTE

Fund 60

REVENUES

Fees & Intergovernmental Revenues
Transfer From General Fund

	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED
	\$ 2,944,500	\$ 719,357	24.43%
	638,500		0.00%
	\$ 3,583,000	\$ 719,357	20.08%

EXPENDITURES

Tipping Fees Paid
All Other Expenditures

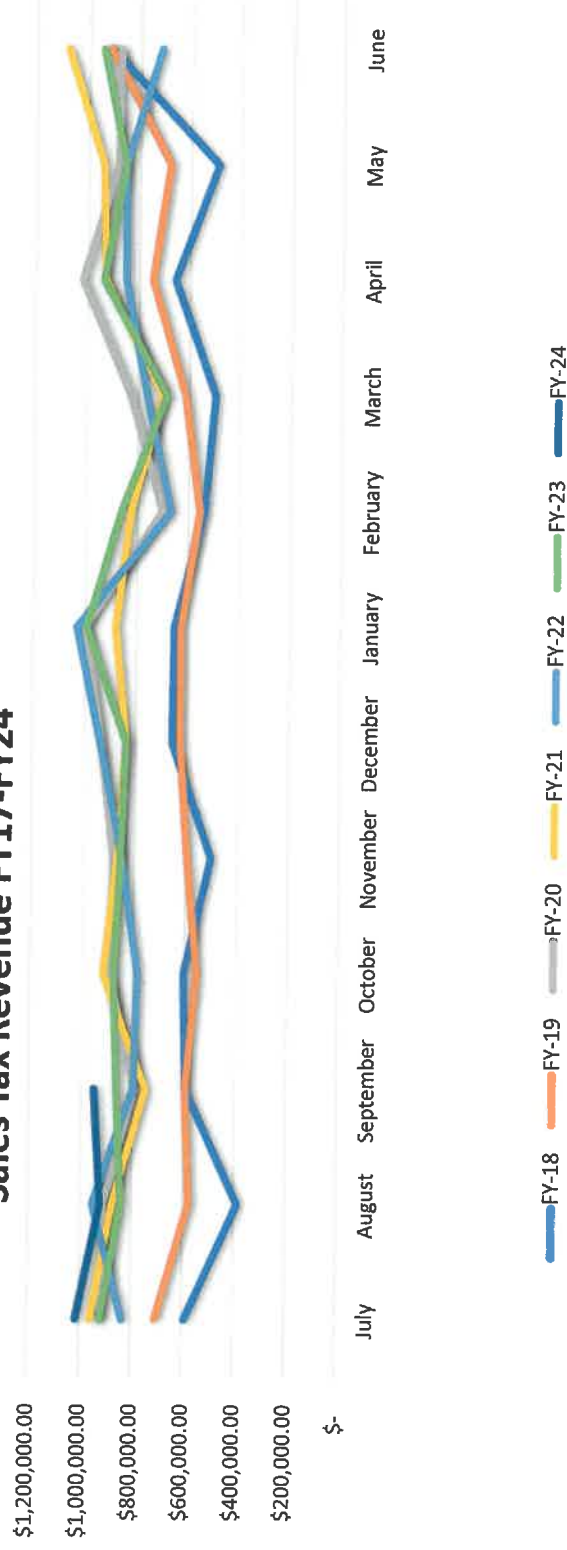
	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED	YTD ENCUMBERED
	\$ 1,260,000	\$ 312,028	24.76%	\$ 587,972
	2,323,000	481,484	20.73%	447,486
	\$ 3,583,000	\$ 793,512	22.15%	\$ 1,035,458

Preliminary report subject to final accounting close adjustments.

Sales Tax Revenue FY-17 to FY-24

	FY-17	FY-18	FY-19	FY-20	FY-21	FY-22	FY-23	FY-24
July	\$ 524,640.69	\$ 591,631.00	\$ 706,492.60	\$ 918,978.38	\$ 959,080.52	\$ 835,166.06	\$ 919,952.53	\$ 1,015,928.45
August	\$ 496,809.12	\$ 386,555.00	\$ 575,562.67	\$ 910,584.02	\$ 875,439.75	\$ 952,513.97	\$ 841,439.54	\$ 922,104.73
September	\$ 535,800.42	\$ 594,381.00	\$ 594,290.35	\$ 793,582.05	\$ 749,556.50	\$ 797,548.10	\$ 862,786.25	\$ 950,706.36
October	\$ 550,598.68	\$ 603,527.00	\$ 553,305.02	\$ 891,712.08	\$ 919,173.42	\$ 783,915.07	\$ 877,307.07	
November	\$ 524,151.98	\$ 501,113.00	\$ 594,148.55	\$ 881,836.44	\$ 866,439.38	\$ 848,696.45	\$ 852,762.78	
December	\$ 565,158.52	\$ 656,761.00	\$ 625,876.31	\$ 933,905.36	\$ 835,767.89	\$ 938,033.02	\$ 835,755.85	
January	\$ 646,346.74	\$ 651,439.00	\$ 625,292.07	\$ 998,377.30	\$ 880,118.57	\$ 1,031,215.04	\$ 992,977.47	
February	\$ 456,629.94	\$ 538,041.00	\$ 555,797.98	\$ 701,629.28	\$ 825,638.11	\$ 668,816.14	\$ 862,634.81	
March	\$ 552,825.13	\$ 498,317.00	\$ 613,154.74	\$ 828,710.79	\$ 703,449.31	\$ 765,636.00	\$ 688,780.15	
April	\$ 603,072.60	\$ 659,470.00	\$ 747,478.05	\$ 1,021,163.03	\$ 930,247.08	\$ 850,851.44	\$ 938,632.47	
May	\$ 568,812.16	\$ 490,550.00	\$ 680,025.11	\$ 882,613.68	\$ 941,487.39	\$ 854,338.99	\$ 852,266.06	
June	\$ 502,361.89	\$ 914,517.00	\$ 914,517.51	\$ 875,944.79	\$ 1,080,970.07	\$ 716,629.82	\$ 944,248.45	
	\$ 6,527,207.87	\$ 7,086,302.00	\$ 7,785,940.96	\$ 10,639,037.20	\$ 10,567,367.99	\$ 10,043,360.10	\$ 10,469,543.43	\$ 2,888,739.54

Sales Tax Revenue FY17-FY24



Sales Tax Budgeted vs. Actual

	Budgeted	Actual	Difference	Δ from Total FY-22 to FY-23	
FY17	\$ 6,000,000.00	\$ 6,527,207.87	\$ 527,207.87	FY-23	\$ 10,469,543.43
FY18	\$ 6,140,000.00	\$ 7,086,302.00	\$ 946,302.00	FY-22	\$ 10,043,360.10
FY19	\$ 6,250,000.00	\$ 7,785,940.96	\$ 1,535,940.96		\$ 426,183.33
FY20	\$ 6,405,000.00	\$ 10,639,037.20	\$ 4,234,037.20		
FY21	\$ 6,575,000.00	\$ 10,567,367.99	\$ 3,992,367.99	Δ from last year July-September	
FY22	\$ 9,650,000.00	\$ 10,043,360.10	\$ 393,360.10	FY-24	\$ 2,888,739.54
FY-23	\$ 9,750,000.00	\$ 10,469,543.43	\$ 719,543.43	FY-23	\$ 2,624,178.32
FY-24	\$ 9,900,000.00	\$ 2,888,739.54	\$ (7,011,260.46)		\$ 264,561.22



Edgecombe County

County Administration Building
201 St. Andrew St., PO Box 10 Tarboro, NC 27886
252-641-7834 · Fax 252-641-0456
www.edgecombecountync.gov

Eric Evans
County Manager
ericevans@edgecombeco.com

TO: BOARD OF COMMISSIONERS
FROM: ERIC EVANS, COUNTY MANAGER *u*
DATE: NOVEMBER 2, 2023
SUBJECT: MAJOR EVENTS AND IMPORTANT MEETINGS

To give the Board insight into some of the things I have the privilege of doing or participating in, I'm sharing my major events and important meetings over the last month. This is not a complete list of my meetings during the month.

- **Oct. 5th** Attended the Candidates Forum held by the Human Relations Commission.
- **Oct. 11th** Held quarterly meeting with new department heads. Retired Lt. Col. James Mercer (and former Emergency Services Director) spoke on leadership.
- **Oct. 12th** Held a planning session with key stakeholders on our Get Off The Lists Initiative.
- **Oct. 16th** Joint Board meeting on County line Merger.
- **Oct. 18th** Interviewed by a writer for Business NC magazine for their feature on Edgecombe and Nash Counties.
- **Oct. 19th** Second interviews for Career Navigator position.
- **Oct. 24th** Natalie Bess, DCM, Mike Matthews, ACM, and I attended an economic and community development session at the Rocky Mount Event Center.
- **Oct. 25th** Presented on our Get Off The Lists initiative at the Rural Opportunity Institutes quarterly meeting at Edgecombe Community College.
- **Oct. 25th** I presented at the County line Merger Community meeting at Baskerville Elementary.
- **Oct. 26th** Met with Chairman Leonard Wiggins, Commissioner Boswell (Budget Committee Chairman), Chairperson Dr. Evelyn Wilson and Vice-Chairman Dino Ellis, and ECPS Superintendent Dr. Andrew Bryan to discuss future school funding considerations.
- **Oct. 26th** Attended the Boys and Girls Club Annual Fundraising Event.
- **Oct. 31st** Met with Sheriff Atkison and Troy Lewis, Tarboro Town Manager to discuss next steps on the new animal shelter.
- **Nov. 2nd** First round of interviews for the Parks and Recreation Director position.



Economic/Workforce Indicators for Edgecombe County Reported to Commissioners -November 2023 Commissioners Meeting

	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Apr-23
Jobs								
Openings (@ date of report)	1642	1944	1877	1785	1566	1545	1635	1573
Previous report total	3097	3326	3407	3324	3243	3087	2835	2919
# Change	139	229	81	-83	-81	-156	-252	84
% Change	4.70%	7.40%	2.40%	-2.40%	-2.40%	-4.80%	-8.10%	3.0%
Workforce								
Labor Force	20223	20202	20240	19905	19905	19905	20013	20,054
Employed	18764	18593	18736	18555	18555	18555	18560	18,779
Unemployed	1459	1609	1504	1350	1350	1350	1453	1,275
Unemployment Rate	7.20%	8%	7.40%	6.80%	6.80%	6.80%	7.30%	6.40%
State Ranking	2	1	2	2	2nd ¹	2nd	1st	5

	23-May	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23
Jobs						
Openings (@ date of report)	1559	1579	1386	1451	1406	1329
Last month total	2666	2961	3084	2523	2529	2444
# Change	-253	295	123	-561	6	-85
% Change	-9%	11.10%	4.20%	-18%	0.20%	-3.40%
Workforce						
Labor Force	20,078	20165	20246	20246	20035	20035
Employed	18,849	19110	19001	19001	18845	18845
Unemployed	1,229	1055	1245	1245	1190	1190
Unemployment Rate	6.1%	5.2%	6.1%	6.1%	5.90%	5.90%
State Ranking	5	2	2	2	2	2

¹ Updated unemployment figures were not available at the this report was prepared

² Tied for 5th with Graham County

³ Tied with Scotland County

⁴ Tied with Halifax County

⁵ Tied with Hyde Co.

⁶ Tied with Wilson Co.

⁷ Tied with Warren County

⁸ Tied with Warren and Vance

⁹ Tied with Warren, Washington & Wilson Co

¹⁰ Tied with Vance Co.

Memorandum

To: TDA Board
From: Lisa Warren, Accounting Specialist
Date: 10/12/2023
Re: Finance Report



In fiscal year-to-date 2024, Edgecombe County has collected a total amount of **\$46,086.85** in Occupancy Tax for the TDA. The September collections totaling \$21,782.84 will be deposited to the TDA bank account at PNC Bank during the week ending October 13th.

Total Expenditures for fiscal year-to-date 2024 through September 30, 2023 equal **\$10,862.34.**

As of September 30, 2023, the bank statement for the TDA- PNC Bank Account balance was **\$300,480.37.**

I recommend the TDA vote to approve the Finance report as presented.

Please feel free to contact me with any questions or concerns by email at lisawarren@edgecombeco.com or phone at (252)641-4742 (office).

Tourism Office Budget FY 24 - Revised

Line Item	Budget	YTD	Funds Remaining
REVENUES			
6% Edgecombe County Occupancy Tax	\$ 115,000.00	\$ 30,996.26	\$ 84,003.74
Grant Awards	\$ -		\$ -
Miscellaneous Revenue	\$ -	\$ -	\$ -
Fund Balance Appropriated	\$ 114,300.00	\$ -	\$ 114,300.00
Other			\$ -
TOTAL REVENUES	\$ 229,300.00	\$ 30,996.26	\$ 198,303.74
EXPENSES			
		YTD	Available Funds
HUMAN RESOURCES			
Payroll			
FICA - .765%			
Retirement 6%			
Group Insurance			
401K Contribution 1%			
Contract Services - Social Media Marketing	\$ 13,100.00	\$ 3,249.00	\$ 9,851.00
Contract with Chamber	\$ 22,200.00	\$ 3,700.00	\$ 18,500.00
Performance Bonus- Executive Director	\$ 3,000.00		\$ 3,000.00
Performance Bonus- Social Media	\$ 3,000.00		\$ 3,000.00
TOTAL HUMAN RESOURCES	\$ 41,300.00	\$ 6,949.00	\$ 34,351.00
OPERATIONS			
Office Supplies	\$ 1,000.00	\$ 173.37	\$ 1,173.37
Equipment			\$ -
Travel (Mileage) and Lodging	\$ 4,500.00		\$ 4,500.00
Board Meeting Expenses	\$ 1,000.00	\$ 149.41	\$ 850.59
Telephone	\$ -		\$ -
Postage	\$ 1,000.00	\$ 36.80	\$ 963.20
Utilities	\$ -		\$ -
Dues and Subscriptions	\$ 2,750.00		\$ 2,750.00
Data Processing - Web Hosting	\$ 2,200.00		\$ 2,200.00
Rental Equipment	\$ -		\$ -
Misc. Expense	\$ 3,350.00	\$ 79.97	\$ 3,270.03
Banking Fees	\$ 200.00	\$ 73.79	\$ 126.21
Other Contract Services			\$ -
Legal Expenses			\$ -
Audit	\$ 2,500.00		\$ 2,500.00
Total Operations	\$ 18,500.00	\$ 513.34	\$ 15,833.40
Marketing			
Printing - Marketing Materials	\$ 42,000.00	\$ 900.00	\$ 41,100.00
Advertising/Grant Awards	\$ 20,000.00	\$ 2,500.00	\$ 17,500.00
Contract Services - Web Design	\$ -		\$ -
Contract Services - Brochure Design	\$ -		\$ -
Contract Services - Logo Design	\$ -		\$ -
Hotels	\$ 7,500.00		\$ 7,500.00
Social Media Ads	\$ 1,000.00		\$ 1,000.00
Sponsorship	\$ 2,000.00		\$ 2,000.00
WITN	\$ 10,000.00		\$ 10,000.00
RMEC	\$ 5,000.00		\$ 5,000.00
Total Marketing	\$ 87,500.00	\$ 3,400.00	\$ 84,100.00
Asset Development			
Land Purchase			\$ -
Other	\$ -		\$ -

Total Assest Development	\$ -	\$ -	\$ -
Town of Tarboro 2023 Allocation Rolled forward	\$ 32,000.00		
Town of Tarboro Reserve for Grant Match	\$ 50,000.00		
		YTD	Avaiable Funds
TOTAL HUMAN RESOURCES	\$ 41,300.00	\$ 6,949.00	\$ 34,351.00
TOTAL OPERATIONS	\$ 18,500.00	\$ 513.34	\$ 17,986.66
TOTAL MARKETING	\$ 87,500.00	\$ 3,400.00	\$ 84,100.00
TOTAL ASSEST DEVELOPMENT	\$ -		\$ -
TARBORO ALLOCATION	\$ 82,000.00		\$ 82,000.00
TOTAL EXPENDITURES	\$ 229,300.00	\$ 10,862.34	\$ 218,437.66
Net Gain or Loss	\$ -	\$ 41,858.60	
Fund Balance Remaining	\$ -		

Should equal YTD Occupancy Tax Received (CELL: E72)