

JONATHAN FELTON COMMISSIONERS ROOM 201 SAINT ANDREW STREET TARBORO, NORTH CAROLINA

#### 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 AGENDA REGULAR SCHEDULED MEETING OF THE BOARD OF COMMISSIONERS OF EDGECOMBE COUNTY MARCH 4, 2024 AT 6:00 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. February 5, 2024

#### 5. **PUBLIC HEARINGS:**

- 1. A public hearing is called to order relative to proposed text amendment to the Unified Development Ordinance (UDO). (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: The Planning Board forwarded this request with a favorable recommendation.)

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

- A. Ron Lewis presentation from Charters of Freedom. (Attachment #2)
- B. Graham Palmer, Rural Opportunity Institute, to present an update on initiatives.
- 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 #3)

(Recommended action: Approve as presented.)

B. Consideration of approval of Recreation Mini-Grant Awards.. (Attachment #4)

(Recommended action: Approve as presented.)

C. Consideration of approval of application for fireworks permit. (Attachment #5)

(Recommended action: Approve as presented.)

D. Consideration of approval of the sale of service weapon to retiring deputy. (Attachment #6)

(Recommended action: Approve as presented.)

E. Consideration of approval of Clerk to the Board/Executive Assistant job description. (Attachment #7)

(Recommended action: Approve as presented.)

F. Consideration of approval of Subrecipient Agreement with Edgecombe Community College. (Attachment #8)

(Recommended action: Approve as presented.)

G. Consideration of approval of structure for Getting Off the Lists Taskforce Structure. (Attachment #9)

(Recommended action: Approve as presented.)

H. Consideration of approval of acceptance of 911 Communications Grant. (Attachment #10)

(Recommended action: Approve as presented.)

I. Consideration of approval of Map Reviewer designation. (Attachment #11)

(Recommended action: Approve as presented.

J. Consideration of approval of Petition to Appeal Taxes Due. (Attachment #12)

(Recommended action: Approve as presented.)

K. Consideration of approval of convening of the Board of Equalization and Review. (Attachment #13)

(Recommended action: Approve as presented.)

L. Consideration of approval of grant award for Kingsboro Phase II Infrastructure. (Attachment #14)

(Recommended action: Approve as presented.)

- 9. **APPOINTMENTS**:
  - A. Trillium Advisory Board.
  - **B.** Town of Princeville ETJ.
  - C. ABC 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. "Open Door to Edgecombe Presentation" #1 the Structure and Function of County Government.
- B. CDBG Neighborhood Revitalization Award.
- C. Update on Opioid Settlement Funds.
- D. Major events and updates.
- E. Human Resources Board Leadership.
- F. Workforce Development Indicators.
- G. TDA financial report.
- H. Update on ARPA projects.

#### 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 FEBRUARY 5, 2024 AT 6:00 P.M. IN THE JONATHAN FELTON COMMISSIONERS ROOM COUNTY ADMINISTRATIVE BUILDING TARBORO, NORTH CAROLINA

#### 1. <u>MEETING CALLED TO ORDER BY COMMISSIONER EVELYN POWELL AT 7:00</u> <u>P.M.</u>

<u>MEMBERS PRESENT</u>: Mrs. Evelyn Powell, Mr. Ralph Webb, Mr. George Throne, and Mr. Donald Boswell. Mrs. Viola Harris, Vice-Chair, was attending via telephone. Mr. Leonard Wiggins, Chair, entered at 6:24 p.m. and Rev. E. Wayne Hines entered at 6:49 p.m.

#### **MEMBERS ABSENT:** None.

<u>OTHERS PRESENT</u>: 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. <u>SAFETY INSTRUCTIONS</u>. Safety instructions provided by Mrs. Bess.
- 3. <u>PRAYER</u>. Mr. Evans provided the prayer.
- 4. <u>MINUTES OF PREVIOUS MEETING PRESENTED FOR APPROVAL</u>. Mr. Boswell moved to approve the minutes of the January 2, 2024 meeting as presented. Mr. Webb seconded the motion, which carried by unanimous vote.

#### 5. SCHEDULED APPOINTMENT(S):

- A. Graham Palmer, Rural Opportunity, update on initiatives. (Tabled)
- B. Dave Peterson, Regional Director Trillium Health Resources, provided an update on consolidation.

Mr. Peterson stated that it is a big move that the State has made this past 45 days. Eastpointe and Sandhills were also part of that consolidation piece. We were 28 counties, now down to four manage care organizations with 46 counties. He stated that with this consolidation they are putting together consumer and family advisory committees with appointees having healthcare background, DSS background, hospital background, attorney background and a finance background, and looking at getting those boards starting in March. He requested that Edgecombe County appointments be made at next month's meeting. He stated that when he was present in November, he referred to a family that was having problems down in speed and they were present tonight and he introduced them. He asked the County to what they can to help this family.

#### 6. <u>PUBLIC PETITIONS.</u>

Roosevelt Higgs, Speed, He stated that when he addressed the Board in November, he asked that Edgecombe County would consider creating a sign that says "Edgecombe County, home of the oldest town chartered by Blacks in America", and that being Princeville, North Carolina. He stated that it will help with tourism. He stated that he has been talking with the Manager about a group called Foundation Forward and they want to come to Edgecombe County and set up a display which consist of the Declaration of Independence, the Constitution and the Bill of Rights.

Alicia Slaughter, Candidate for District Court Judge covering Nash, Edgecombe and Wilson counties, came forth to introduce herself and asked for support.

Randy Killebrew, 3810 Harts mill Run Road, Tarboro, stated that he heard there will be some increases regarding the revaluation of property taxes. He stated that his concern is where is it going to lead the citizens of the County. Will we stay revenue neutral? His concern is will people be paying their fair share. There are a lot of citizens in this County who don't pay taxes. Property taxes are going uncollected and stands on our books for about ten years and then it rolls off without going into a serious foreclosure mode. He asked the Board what can we do to address these uncollected taxes so that everybody pays a fair share of the increases that are coming forward. Are there plans in place?

Mr. Evans stated that we have a relatively aggressive tax collection. Four units were sold last week for foreclosure. We need to make sure that we collect taxes that are due. He stated that the Tax Administrator works closely with the Attorney and are relatively aggressive compared to some counties around us regarding collecting back taxes.

Curmilus Dancy II, 127 Midway Lane, Tarboro, P O Box 1391, Pinetops, asked the status on the flooded properties.

Mr. Evans stated that after Hurricane Matthew there was a window of time that people that were interested in applying for the buyout FEMA program could apply and the County did a number of buyouts, both out in the County and administered the Town of Princeville's buyout program. That buyout program is pretty much closed out. The State received some additional funds outside of FEMA where they are offering a buyout like program, but they are doing it in concentrated areas called buyout zones. They have identified one just outside of Pinetops, Princeville and other locations. They have been making offers and have closed some and the County agreed to take ownership of those properties once they are demolished. He asked Mr. Dancy to send his address and he will check to see if it is in a buyout zone.

#### 7. OTHER BUSINESS:

#### A. Approval of budget amendments.

Mr. Boswell moved to approve budget amendments 1-13 as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

#### B. Approval of audit response.

Mr. Evans stated that the Local Government Commission requires that the auditor identifies Financial Performance Indicators of Concern (FPIC). We are required to then respond to those with sixty days of the audit being presented to the Board.

Mrs. Powell moved to approve the response as presented. Mr. Webb seconded the motion, which carried by unanimous vote.

#### C. Approval of hunting leases.

Mr. Evans stated that the Board approved the lease of two separate, county-owned tracts last year for hunting rights. Those were one-year lease agreements. Therefore, we published a request for bids for leasing these tracts again, this time for a three-year lease. We received two bids for the 161.22 acres adjacent to the landfill, and one bid for the 302.62 acres at Kingsboro, just north of Corning. Mr. Evans recommended approval of a lease agreement with New Hope Hunting Club for the landfill tract at \$21 per acre, and a lease agreement with Mr. Billy Wooten for the Kingsboro tract at \$31 per acre.

Mrs. Powell moved to approve the hunting lease agreements as presented. Mr. Thorne seconded the motion, which carried by unanimous vote.

#### D. Approval of updates to Personnel Policy.

Mr. Evans stated that there are three relatively minor changes to our Personnel Policy presented for the Boards consideration:

- (p. 36) The Board previously approved a resolution that added Juneteenth as a paid holiday. However, we did not update that in our personnel policy.
- (p. 37) The number of hours for vacation leave accrual for 1-5 years of service should be 9.0 to be consistent with the total hours and days per year.
- (p. 64) We previously revised our policy such that an employee out on Workers' Compensation may not use sick or vacation leave to cover the pay difference (WC only pays 2/3s of the salary). The purpose of the change is that allowing use of leave to make up the difference often increases the take-home pay since Worker's Comp is not subject to all the same payroll taxes. This creates a disincentive for returning to work, and not allowing this is a common practice. This section should have been removed at that time but was missed.

Mr. Boswell moved to approve the changes to the Personnel Policy as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

#### 8. <u>APPOINTMENTS:</u>

A. Parks and Recreation Advisory Board.

Mr. Boswell moved to appoint Dr. Evelyn Powell and Mr. Kendrick Ransome. Mrs. Powell seconded the motion, which carried by unanimous vote.

B. Board of Adjustment.

#### 9. PLANNING BOARD REPORT.

1. UDO text amendment request by C. B. Dauthtridge.

Mr. Boswell moved to call for a public hearing at the March 4, 2024 meeting. Mrs. Powell seconded the motion, which carried by unanimous vote.

2. Draft minutes of January 22, 2024 meeting.

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

Mr. Boswell moved to approve the afterlists and releases as presented. Mr. Thorne seconded the motion, which carried by unanimous vote.

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

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

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

- A. Water and Sewer update.
- B. Monthly Financial Summary was presented by Mrs. Barfield.
- C. Home and Community Care Block Grant Program was presented by Mrs. Barfield.

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

- A. Update on Getting Off the Lists initiative.
- B. Major events and updates.
- C. Workforce Development Indicators.
- **D.** TDA financial report.
- E. Broadband update.
- F. CSX temporary closure of railroad crossings.

#### 14. <u>COMMISSIONERS' REPORT.</u> None.

#### 15. <u>ATTORNEY'S REPORT.</u> None.

#### 16. <u>CLOSED SESSION</u>.

Mrs. Powell moved to go into closed session to discuss:

A. Economic Development. [N.C.G.S. 143-318.11 (a)(4)] Mr. Thorne seconded the motion, which carried by unanimous vote.

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

#### 17. <u>ADJOURNMENT</u>.

Mr. Boswell moved to adjourn the meeting. Mrs. Powell seconded the motion, which carried by unanimous vote.

# **ATTACHMENT #1**

Public Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Edgecombe County on Monday, March 4, 2024 at 6:00 p.m. in the Jonathan Felton Commissioners Room, 2<sup>nd</sup> Floor, County Administrative Building, 201 St. Andrew Street, Tarboro, North Carolina, to amend the Unified Development Ordinance. The proposed text amendment would reduce minimum lot width along interior subdivision streets within the R-10, R-20, and R-30 Districts.

Copies of the proposed amendments 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 20th day of February 2024.

# BY ORDER OF THE BOARD OF COMMISSIONERS OF EDGECOMBE COUNTY.

S/FRANGIE MUNGO CLERK TO THE BOARD

February 20, 2024 February 27, 2024 NOTES TO PUBLISHER:

- Publish Twice on Tuesday, February 20 and Tuesday February 27, 2024.
- Block advertisement in <u>non-legal</u> section.
- Approximate size 2 columns x 3 inches.
- Requested Invoice Description: <u>UDOTA3-24</u>
- Send invoice and affidavit of publication to:

Account #: 113505 Edgecombe County Planning PO Box 10 Tarboro, NC 27886 Phone: (252) 641-7802



## EDGECOMBE COUNTY

#### Unified Development Ordinance (UDO) Text Amendments Case No. UDOTA3-24 March 4, 2024 Staff Report

Applicant	C.B. Daughtridge
Applicant's request	Request to amend UDO minimum lot widths
UDO Sections to be amended	3.2.5 C, 3.2.9 C, and 3.2.6 C
polication complian with all such that	0.2.0 0, 0.2.9 0, and 0.2.0 C

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

## Description of the proposed UDO Text Amendment:

Mr. C.B. Daughtridge requests reductions in minimum lot widths when located within a subdivision and each lot fronts an interior subdivision street in Mixed Residential (R-20), Single-Family (R-30), and Multi-Family (R-10) zoning districts. Specifically, he requests minimum lots widths be reduced to 80 feet in R-20 and R-30 zoning districts and 50 feet in the R-10 zoning district. The purpose of the request is to allow reduced minimum lot widths when located within a subdivision and each lot fronts an interior subdivision street. The UDO currently allows a minimum lot width of 80 feet in R-20, R-30 and R-10 zoning districts when located within a subdivision of *four or fewer lots* and each lot fronts an interior subdivision street; however, a subdivision of five or more lots must meet the minimum lot width of 125 feet.

The minimum street setback along an interior subdivision street in the above referenced zoning districts may be reduced to 25 ft. Side and rear yard setbacks may be reduced to 8 feet when abutting an interior subdivision street. The applicant must meet all required setbacks.

The Planning Board voted unanimously to forward the UDO text amendment requests to the Board of County Commissioners with a favorable recommendation. The Planning Board stated the proposed amendment is consistent with Edgecombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based in that it is consistent with the Growth Management Policy, Growth and Development Goal.

#### **Decision:**

1. After the conclusion of a legislative public hearing, the Board of Commissioners shall decide the application in accordance with the standards in Section 2.3.24.F, Review Criteria. 2.The decision shall be one of the following:

- i. Approval of the application;
- ii. Denial of the application;
- iii. Approval of a revised application; or
- iv. Remand of the application to Planning Board for further consideration.



## **EDGECOMBE COUNTY**

3. The decision shall be based on the legislative discretion of the Board of Commissioners, taking into consideration the recommendation of the Planning Board and the standards Section 2.3.24.F, Review Criteria.

4. In making its decision, the Board of Commissioners shall adopt a written statement of reasonableness and consistency with the County's adopted policy guidance in accordance with Section 160D-605 of the North Carolina General Statutes.

Attachments:

1-UDO Section 2.3.24 Text Amendment
2-Applicant's UDO Text Amendment application
3-Proposed Text Amendments
4-Minimum lot width diagrams
5-Consistency Statement for use by the Board of Commissioners

#### **ARTICLE 2. APPLICATIONS**

#### §2.3. Application Types - 2.3.24. Text Amendment

#### 2.3.24. TEXT AMENDMENT

#### A. PURPOSE AND INTENT

This section provides a uniform means for amending the text of this Ordinance whenever public necessity, changed conditions, convenience, general welfare, or appropriate land use practices justify or require doing so.

#### B. APPLICABILITY

**1.** The standards and requirements of this section shall apply to applications to revise the text of this Ordinance.

2. Applications may be filed by the Planning Director, the Planning Board, the Board of Commissioners, or by another applicant following receipt of a notice of decision on a determination (see Section 2.3.8, Determination).

#### C. PROCEDURE

The review procedure for a text amendment shall be in accordance with Section §2.2, Application Summary Table, Figure 2.3.24, Text Amendment Procedure, and Section §2.4, Review Procedures.

#### D. REVIEW BY PLANNING BOARD

- 1. After conclusion of a public meeting, the Planning Board shall make a recommendation on the application in accordance with Section 2.3.24.F, Review Criteria.
- 2. In making its recommendation, the Planning Board shall prepare a written statement regarding the application's consistency with the County's adopted policy guidance.

#### E. DECISION

- After the conclusion of a legislative public hearing, the Board of Commissioners shall decide the application in accordance with the standards in Section 2.3.24.F, Review Criteria.
- 2. The decision shall be one of the following:
  - i. Approval of the application;
  - ii. Denial of the application;
  - ill. Approval of a revised application; or
  - iv. Remand of the application to Planning Board for further consideration.
- 3. The decision shall be based on the legislative discretion of the Board of Commissioners, taking into consideration the recommendation of the Planning Board and the standards Section 2.3.24.F, Review Criteria.
- **4.** In making its decision, the Board of Commissioners shall adopt a written statement of reasonableness and consistency with the County's adopted policy guidance in accordance with Section 160D-605 of the North Carolina General Statutes.

EDGECOMBE COUNTY Unified Development Ordinance





#### **ARTICLE 2. APPLICATIONS**

#### §2.3. Application Types - 2.3.24. Text Amendment

#### F. REVIEW CRITERIA

The advisability of amending the text of this Ordinance is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Board of Commissioners may, but is not required to, consider whether and the extent to which the proposed text amendment:

- Enhances the public's health, safety, and welfare;
- 2. Is consistent with the County's adopted policy guidance;
- Is required by changed conditions;
- 4. Addresses a demonstrated community need;
- 5. Addresses an unforeseen matter not present when the Ordinance was adopted;
- 6. Addresses other factors determined to be relevant by the Board of Commissioners; and
- 7. Would not result in significantly adverse impacts on the natural environment, including water, air, noise, stormwater management, wildlife, vegetation, and the natural functioning of the environment.

#### G. EFFECT

The Planning Director shall make changes to the text of this Ordinance promptly after approval of a text amendment application by the Board of Commissioners.

#### H. AMENDMENT

A text amendment shall not be further amended.

#### I. EXPIRATION

A text amendment shall not expire.

#### J. APPEAL

- 1. The decision of the Board of Commissioners with regard to a text amendment application may be challenged by the filing of a declaratory judgement action in the Superior Court of Edgecombe County.
- 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.

#### APPLICATION FOR A TEXT AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE County of Edgecombe



Staff Use Only Date: 12-5-23 Case No. UDO TA3-24

I (We), the undersigned, do hereby make application to and petition the Edgecombe County Board of Commissioners to amend the text of the Edgecombe County Unified Development Ordinance in accordance with the provisions of Article 2, Section 2.3.24 of the Unified Development Ordinance.

It is requested that Section 3.2.5%, 3.29C/3.26C the Unified Development Ordinance be amended by <u>Reducing minimum bot</u> width to <u>SD</u> <u>Rest</u> <u>on</u> interod <u>Subdivisions</u> : "Sections 3.2.5C and 3.2.9C <u>Also</u> , <u>Reducing</u> <u>minimum</u> let <u>midth</u> to <u>SD</u> freet <u>on</u> interies <u>subdivisions</u> in <u>Section</u> 3.2.66
Also, Reducisions in Sections 3.2.56 and 3.2.96 Also, Reducing and much highly to so feet on interier sublivisions in Section 3.2.66
interier sublivisions in Section 3, 2,65
interier suddivisions in Section 3, 2,65
Applicant(s): C. B. Daughto. Le
Mailing Address: 1460 Mead on Saoch Re Rock, Mount N.C. 17801 Phone No. 152 903 9889 Email: bigtimegrand & gmail. Com
Phone No. 152 903 9889 Email: 6101 000 00000 000000 0000000000000000
Signature: C.B. Cay this
Owner(s): Menteon brook Properties LLC
Mailing Address: 4460 Meston work Rt. Rocky Mount N.C. 27801
Phone No. 252 9039889 Email: bigtimegrand & grmAil, com
Signature: Blaft mar Age.2
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 petition. The absence of the applicant is sufficient grounds to warrant a deferrat of action by the Board of Commissioners.
Action Taken By Planning Board: Favorable recommendation Date: 1-22-24
Action Taken By County Commissioners: Date:
Comments:Date:

Revised 5-24-22

# EDGECOMBE COUNTY

# Unified Development Ordinance

Adopted: November 1, 2021

Last Amended:

3.4.24

# TABLE OF AMENDMENTS

UDO AMENDMENTS			
ORDINANCE #	ADOPTION DATE	DESCRIPTION	
UDOTA1-22	5.2.22	<ul> <li>Clarifications regarding:</li> <li>The number of lots in a transfer plat subdivision,</li> <li>Construction plans for private streets in subdivisions,</li> <li>Street address number requirements during plan review,</li> <li>Stormwater certifications on plans and plats,</li> <li>The ability for some single family lots to have 80-foot-wide widths,</li> <li>The purpose and intent for telecommunication towers and allowance for new major telecommunications towers in AR-30,</li> <li>Allowance for new outdoor advertising signs (billboards),</li> <li>Definitions of solar energy conversion uses,</li> <li>Adjustments to plat certificate language, and</li> <li>Inclusion of draft consistency statement language in Article 9.</li> </ul>	
UDOTA2-23	4.3.23	<ul> <li>Relocation of stormwater permit requirements and standards to County Code of Ordinances,</li> <li>Revisions to transfer plat recording provisions,</li> <li>Establishing a minimum setback from access easements,</li> <li>Adjustments to the event venue standards,</li> <li>Increased clarity for perimeter buffers,</li> <li>Removal of Health Department plat approval certificate and certificate of soil evaluation for subdivision construction plans.</li> </ul>	
UDOTA3-23	3.4.24	<ul> <li>Removal of the four of fewer lots requirement for the reduction of lot width minimums for lots fronting interior subdivision streets within the R-10, R-20, and R-30 Districts,</li> <li>Lot widths for lots fronting interior subdivision streets in the R-10 district to be reduced to 50 feet.</li> </ul>	

#### §3.2. Conventional Zoning Districts

§3.2. Conventional Zoning Districts	
REQUIREMENTS	
RESIDENTIAL DEVELOPMENT	NON-RESIDENTIAL DEVELOPMENT
e) [1]	
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3 [3]	
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	REQUIREMENTS         RESIDENTIAL DEVELOPMENT         e) [1]         2.17 [3]         3 [3]         2 [3]         4.34         [4]         [5]         20,000 [7]         43,560 [8] [9]         20,000 [7]         3,000         [4]         [5]         •

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§3.2. Conventional Zoning Districts

STANDARD	RESIDENTIAL DEVELOPMENT	NON-RESIDENTIAL DEVELOPMENT	
finimum Side Setback (linear fee	t) [13] [17]		
Single-Family Detached [2]	12 [18]	CORRECT A REAL AND	
Single-Family Attached	0 [18]	Construction ( Construction)	
Two-Family Dwelling	20		
<b>Conservation Subdivision</b>	3		
Manufactured Home Park	[4]	and the state of the	
Pocket Neighborhood	[5]		
Non-Residential Use	•	25 [18]	
inimum Rear Yard Setback (linea	ar feet) [13] [17]		
Single-Family Detached [2]	35 [18]	Collining and a second	
Single-Family Attached	0 [19]		
Two-Family Dwelling	35 [18]	ALL THE REAL PLANT	
Conservation Subdivision	3		
Manufactured Home Park	[4]		
Pocket Neighborhood	[5]		
Non-Residential Use		35 [18]	
inimum Perimeter Setback (for n	nulti-building development) [13]	Concernance of the second	
Single-Family Attached	40		
Conservation Subdivision	40	•	
Manufactured Home Park	[4]		
Pocket Neighborhood	40		
Non-Residential Use	•	35	
aximum Building Height (feet)			
Residential Development	35	Contraction (1997)	
Non-Residential Use	•	35	

NOTES:

[1] Development located within the Watershed Protection Overlay (WPO) district shall comply with the applicable overlay district standards for density, lot area, and lot coverage.

[2] Includes manufactured homes on individual lots.

[3] May be increased by one additional dwelling unit per acre for voluntary compliance with Section 6.2.3, Single-Family Residential Design Guidelines

[4] See Section4.3.63, Manufactured Home Park

[5] See Table 4.3.80.C, Pocket Neighborhood Lot Configuration

[6] In cases where public water or sewer is not available, the Edgecombe County Health Department may require a larger minimum lot area.

[7] May be decreased to 13,300 sf per unit for voluntary compliance with Section 6.2.3, Single-Family Residential Design Guidelines,

[8] This standard is applied to the development, not individual lots.

[9] Individual lots shall be at least 3,000 sf in area.

[10] Lots bordering principal arterials, minor arterials, and major collectors shall maintain a minimum lot width of 200 linear feet.

**R-20 DIMENSIONAL REQUIREMENTS NOTES (continued):** 

Unified Development Ordinance

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3.2.9 C	§3.2. Conventional Zoning Districts	
C. R 30 DIMENSIONAL	REQUIREMENTS	
STANDARD		NON-RESIDENTIAL DEVELOPMENT
Max. Residential Density (units/acre)	[1]	
Single-Family Detached [2]	1.45 [3]	Contraction in a second second
Conservation Subdivision	2.9	
Pocket Neighborhood	[4]	•
Assisted & Group Living	2	
Minimum Lot Area (sq. ft.) [1] [5]		
Single-Family Detached [2]	30,000 [6]	and the second second
Conservation Subdivision	3,000	
Pocket Neighborhood	[4]	
Assisted & Group Living	3,000/room	
Non-Residential Use	•	30,000
Ainimum Lot Width (linear ft.) [7]		50,000
Single-Family Detached [2]	125 [8]	and the second states
Conservation Subdivision	125 [9]	
Pocket Neighborhood	125 [9]	
Assisted & Group Living	125	
Non-Residential Use		125
faximum Lot Coverage (% of lot area	a) [1]	125
Single-Family Detached [2]	30	
Conservation Subdivision	90	
Pocket Neighborhood		
Assisted & Group Living	30	
Non-Residential Use		30
linimum Street Setback (linear feet)		50
Single-Family Detached [2]	50	
Conservation Subdivision	20 [14]	
Pocket Neighborhood	20 [14]	
Assisted & Group Living	40	•
Non-Residential Use	40	
inimum Side Setback (linear feet) [10	01 [15]	35
Single-Family Detached [2]	12 [16]	
Conservation Subdivision	3	
Pocket Neighborhood		
Assisted & Group Living	[3]	•
Non-Residential Use	12 [16]	
inimum Rear Yard Setback (linear fee		15 [16]
Single-Family Detached [2]		
Conservation Subdivision	<u>35 [16]</u> 3	•
Pocket Neighborhood		
Assisted & Group Living	[3]	
	35 [16]	

§3.2. Conventional Zoning Districts

STANDARD	RESIDENTIAL DEVELOPMENT	NON-RESIDENTIAL DEVELOPMENT	
Minimum Perimeter Setback (for m	ulti-building development) [10]		
Assisted & Group Living	40	WALKS IN THE PARTY	
<b>Conservation Subdivision</b>	40		
Pocket Neighborhood	40		
Non-Residential Use		40	
Maximum Building Height (feet)			
<b>Residential Development</b>	35	Contract relation and a strend management	
Non-Residential Use		35	
		and the second	
<ul> <li>[4] See Table 4.3.80.C, Pocket Neigh</li> <li>[5] In cases where public water or require a larger minimum lot area.</li> <li>[6] May be decreased to 17,800 sf pe</li> <li>[6] Design Guidelines.</li> <li>[7] Lots bordering principal arterials</li> </ul>	borhood Lot Configuration. sewer is not available, the Edgecombe C enunit for voluntary compliance with Section	County Health Department ma n 6.2.3, Single-Family Residentia	
<ul> <li>[4] See Table 4.3.80.C, Pocket Neigh</li> <li>[5] In cases where public water or require a larger minimum lot area.</li> <li>[6] May be decreased to 17,800 sf pe</li> <li>[6] Design Guidelines.</li> <li>[7] Lots bordering principal arterials of 200 linear feet.</li> </ul>	udelines, aborhood Lot Configuration, sewer is not available, the Edgecombe ( enunit for voluntary compliance with Section , minor arterials, and major collectors shall	County Health Department ma n 6.2.3, Single-Family Residentia Il maintain a minimum lot width	
<ul> <li>[4] See Table 4.3.80.C, Pocket Neigh</li> <li>[5] In cases where public water or require a larger minimum lot area.</li> <li>[6] May be decreased to 17,800 sf per Design Guidelines.</li> <li>[7] Lots bordering principal arterials of 200 linear feet.</li> <li>[8] Lot widths may be reduced to a result of the second second</li></ul>	Idelines, Iborhood Lot Configuration, sewer is not available, the Edgecombe ( er unit for voluntary compliance with Section , minor arterials, and major collectors shal minimum of 80 feet when located within a	County Health Department ma n 6.2.3, Single-Family Residentia Il maintain a minimum lot width	
<ul> <li>[4] See Table 4.3.80.C, Pocket Neigh</li> <li>[5] In cases where public water or require a larger minimum lot area.</li> <li>[6] May be decreased to 17,800 sf per Design Guidelines.</li> <li>[7] Lots bordering principal arterials of 200 linear feet.</li> <li>[8] Lot widths may be reduced to a rand each lot fronts an interior subdiant for the subdiant f</li></ul>	udelines, aborhood Lot Configuration, sewer is not available, the Edgecombe ( enunit for voluntary compliance with Section , minor arterials, and major collectors shal minimum of 80 feet when located within a vision street.	County Health Department ma n 6.2.3, Single-Family Residentia Il maintain a minimum lot width	
<ul> <li>[4] See Table 4.3.80.C, Pocket Neigh</li> <li>[5] In cases where public water or require a larger minimum lot area.</li> <li>[6] May be decreased to 17,800 sf per Design Guidelines.</li> <li>[7] Lots bordering principal arterials of 200 linear feet.</li> <li>[8] Lot widths may be reduced to a rand each lot fronts an interior subdia [9] This standard is applied to the decreased to the decr</li></ul>	udelines, aborhood Lot Configuration, sewer is not available, the Edgecombe ( en unit for voluntary compliance with Section , minor arterials, and major collectors shall minimum of 80 feet when located within a vision street. evelopment, not individual lots	County Health Department ma n 6.2.3, Single-Family Residentia Il maintain a minimum lot width subdivision of four or fewer lote	
<ul> <li>[4] See Table 4.3.80.C, Pocket Neigh</li> <li>[5] In cases where public water or require a larger minimum lot area.</li> <li>[6] May be decreased to 17,800 sf per Design Guidelines.</li> <li>[7] Lots bordering principal arterials of 200 linear feet.</li> <li>[8] Lot widths may be reduced to a rand each lot fronts an interior subdit [9] This standard is applied to the detail of the d</li></ul>	Indelines, Inborhood Lot Configuration, sewer is not available, the Edgecombe C er unit for voluntary compliance with Section , minor arterials, and major collectors shal minimum of 80 feet when located within a vision street, evelopment, not individual lots, ng Code requires a larger setback, the Sta	County Health Department ma n 6.2.3, Single-Family Residentia II maintain a minimum lot width subdivision of four or fewer lota ate Building Code requirements	
<ul> <li>[4] See Table 4.3.80.C, Pocket Neigh</li> <li>[5] In cases where public water or require a larger minimum lot area.</li> <li>[6] May be decreased to 17,800 sf per Design Guidelines.</li> <li>[7] Lots bordering principal arterials of 200 linear feet.</li> <li>[8] Lot widths may be reduced to a rand each lot fronts an interior subditional each lot fronts an interior subditional control.</li> <li>[10] In cases where the State Builditional control.</li> <li>[11] Street setbacks are measured in private streets.</li> </ul>	Indefines, aborhood Lot Configuration, sewer is not available, the Edgecombe of er unit for voluntary compliance with Section s, minor arterials, and major collectors shall minimum of 80 feet when located within a vision street, evelopment, not individual lots, ing Code requires a larger setback, the Sta hwards from the edge of the right-of-way	County Health Department ma n 6.2.3, Single-Family Residentia II maintain a minimum lot width subdivision of four or fewer lot ate Building Code requirements or the edge of pavement from	
<ul> <li>(4) See Table 4.3.80.C, Pocket Neigh</li> <li>(5) In cases where public water or require a larger minimum lot area.</li> <li>(6) May be decreased to 17,800 sf per Design Guidelines.</li> <li>(7) Lots bordering principal arterials of 200 linear feet.</li> <li>(8) Lot widths may be reduced to a rand each lot fronts an interior subditional each lot fronts an interior subditional control.</li> <li>(11) Street setbacks are measured in private streets.</li> <li>(12) May be reduced in accordance ways and the second control.</li> </ul>	Indelines, aborhood Lot Configuration, sewer is not available, the Edgecombe C er unit for voluntary compliance with Section 5, minor arterials, and major collectors shal minimum of 80 feet when located within a vision street, evelopment, not individual lots, ing Code requires a larger setback, the Sta hwards from the edge of the right-of-way with Section 3.1.4.C.4.j. Prevailing Street Se	County Health Department ma n 6.2.3, Single-Family Residentia II maintain a minimum lot width subdivision of four or fewer lot ate Building Code requirements or the edge of pavement from	
<ul> <li>(4) See Table 4.3.80.C, Pocket Neigh</li> <li>(5) In cases where public water or require a larger minimum lot area.</li> <li>(6) May be decreased to 17,800 sf per Design Guidelines.</li> <li>(7) Lots bordering principal arterials of 200 linear feet.</li> <li>(8) Lot widths may be reduced to a rand each lot fronts an interior subditional each lot fronts an interior subditional control.</li> <li>(11) Street setbacks are measured in private streets.</li> <li>(2) May be reduced to 25 feet from</li> </ul>	Indelines Indelines	County Health Department ma n 6.2.3, Single-Family Residentia II maintain a minimum lot width subdivision of four or fewer lot ate Building Code requirement or the edge of pavement from etback	
<ul> <li>(4) See Table 4.3.80.C, Pocket Neigh</li> <li>(5) In cases where public water or require a larger minimum lot area.</li> <li>(6) May be decreased to 17,800 sf per Design Guidelines.</li> <li>(7) Lots bordering principal arterials of 200 linear feet.</li> <li>(8) Lot widths may be reduced to a rand each lot fronts an interior subditional each lot fronts an interior subditional control.</li> <li>(11) Street setbacks are measured in private streets.</li> <li>(12) May be reduced to 25 feet from the street setbacks from streets interving is located on an individual idewalk.</li> </ul>	Indelines, aborhood Lot Configuration, sewer is not available, the Edgecombe C er unit for voluntary compliance with Section 5, minor arterials, and major collectors shal minimum of 80 feet when located within a vision street, evelopment, not individual lots, ing Code requires a larger setback, the Sta hwards from the edge of the right-of-way with Section 3.1.4.C.4.j. Prevailing Street Se	County Health Department ma n 6.2.3, Single-Family Residentia II maintain a minimum lot width subdivision of four or fewer lot ate Building Code requirements or the edge of pavement from etback to five feet when no off-street tero when the dwelling abuts a	



#### §3.2. Conventional Zoning Districts

5.a.6 C \$3.2. C	onventional Zoning District	S
C. R-10 DIMENSIONAL REQUI	REMENTS	
STANDARD	RESIDENTIAL DEVELOPMENT	NON-RESIDENTIAL DEVELOPMENT
Max. Residential Density (units/acre) [1]		Per ceut ment
Single-Family Detached [2]	4.35 [3]	Dentification of the
Single-Family Attached	5 [3]	the second second second second
Two-Family Dwelling Conservation Subdivision	2.9 [3]	demonstrative en en a
Pocket Neighborhood	8.70	
Multi-Family Development	[4]	Maria Maria Maria Maria da Cara
Minimum Lot Area (sq. ft.) [1] [5]	5	
Single-Family Detached [2]	10,000 (6)	
Single-Family Attached	10,000 [6]	
Two-Family Dwelling	43,560 [7] [8]	
Conservation Subdivision	15,000 [9]	
Pocket Neighborhood	3,000	
	[4]	
1st Multi-Family Unit	20,000	
Each Additional Multi-Family Unit	6,000	in the second
Non-Residential Use	•	10,000
Minimum Lot Width (linear ft.) [10] Single-Family Detached [2] (Amended 5-2-22 UDOTA 1-22)	125 [11]	
Single-Family Attached		
Two-Family Dwelling	125 [7]	
Conservation Subdivision	125	
	125 [7]	
Pocket Neighborhood	125 [7]	
Multi-Family Development	150	
Non-Residential Use	•	125
Maximum Lot Coverage (% of lot area) [1]		
Single-Family Detached [2]	30	
Single-Family Attached	30 [7]	
Two-Family Dwelling	30	
Conservation Subdivision	90	
Pocket Neighborhood	[4]	
Multi-Family Development	30	
Non-Residential Use		30
inimum Street Setback (linear feet) [12] [13] [	14]	50
Single-Family Detached [2]	25	
Single-Family Attached	20 [15]	
Two-Family Dwelling	25	
Conservation Subdivision		
Pocket Neighborhood	20 [15]	•
Multi-Family Development	[4]	•
Non-Residential Use	25	
		35 [16]

#### §3.2. Conventional Zoning Districts

STANDARD	<b>RESIDENTIAL</b> DEVELOPMENT	Non-Residential Development
Minimum Side Setback (linear feet) [12] [	[17]	
Single-Family Detached [2]	12 [18]	Procession of the second
Single-Family Attached	0 [19]	A CONTRACTOR OF THE
Two-Family Dwelling	10 [18]	and the second sec
Conservation Subdivision	3	
Pocket Neighborhood	[4]	
Multi-Family Development	12 [18]	And and an a state
Non-Residential Use	•	15 [18]
Minimum Rear Yard Setback (linear feet)	[12] [17]	10 [ 10]
Single-Family Detached [2]	20 [18]	March Trible of the
Single-Family Attached	0 [19]	
Two-Family Dwelling	20 [18]	
Conservation Subdivision	3	
Pocket Neighborhood	[4]	The state of the state of the
Multi-Family Development	20 [18]	· · · · · · · · · · · · · · · · · · ·
Non-Residential Use	•	30 [18]
Ainimum Perimeter Setback (for multi-bu	ilding development) [12]	ov [io]
Single-Family Attached	40	
Conservation Subdivision	40	
Pocket Neighborhood	40	
Multi-Family Development	40	
Non-Residential Use	•	35
faximum Building Height (feet)		
Residential Development		35
Non-Residential Use	35	

#### NOTES:

[1] Development located within the Watershed Protection Overlay (WPO) district shall comply with the applicable overlay district standards for density, lot area, and lot coverage.

[2] Includes manufactured homes on individual lots.

[3] May be increased by one additional dwelling unit per acre for voluntary compliance with Section 6.2.3, Single-Family Residential Design Guidelines

[4] See Table 4.3.80.C, Pocket Neighborhood Lot Configuration

[5] In cases where public water or sewer is not available, the Edgecombe County Health Department may require a larger minimum lot area.

[6] May be decreased to 8,140 sf per unit for voluntary compliance with Section 6.2.3, Single-Family Residential Design Guidelines

[7] This standard is applied to the development, not individual lots.

[8] Individual lots shall be at least 2,500 sf in area.

[9] May be decreased to 11,170 sf per unit for voluntary compliance with Section 6.2.3, Single-Family Residential Design Guidelines

Page | 152

#### §3.2. Conventional Zoning Districts

#### R-10 DIMENSIONAL REQUIREMENTS NOTES (continued):

[10] Lots bordering principal arterials, minor arterials, and major collectors shall maintain a minimum lot width of 200 linear feet.

[11] Lot widths may be reduced to a minimum of 80 50 feet when located within a subdivision of four or fewer lots and each lot fronts an interior subdivision street.

[12] In cases where the State Building Code requires a larger setback, the State Building Code requirements shall control.

[13] Street setbacks are measured inwards from the edge of the right-of-way or the edge of pavement from private streets.

[14] May be reduced in accordance with Section 3.1.4.C.4.i, Prevailing Street Setback

[15] Street setbacks from streets internal to a development may be reduced to five feet when no off-street parking is located on an individual lot. Street setbacks may be reduced to zero when the dwelling abuts a sidewalk.

[16] May be reduced to 25 feet from an interior subdivision street.

[17] May be reduced in accordance with Section 3.1.4.C.6, Zero Lot Line Option

[18] May be reduced to 8 feet when abutting an interior subdivision street.

[19] Buildings along the perimeter of a development shall maintain compliance with the perimeter setback requirements.



Type of Development, By District		Minimum Lot Width	Minimum Street Setback (feet)	Minimum Side Setback (feet)	Minimun Rear Setback (feet)
R-30 District			(	(ieet)	liced
SFD subdivision of 5+ lots WITHOUT internal street		125	50	12	35
SFD subdivision of 5+ lots where lots front an internal street		125	25	8	8
SFD subdivision of 4 or fewer lots WITHOUT internal street	30,000	125	50	12	35
SFD subdivision of 4 or fewer lots where lots front an Internal street		80	25	8	8
Pro	posal				
SFD subdivision 2+ lots where lots front an internal street	30,000	80	25	8	8
R-20 District					
SFD subdivision of 5+ lots WITHOUT internal street		125	50	12	35
SFD subdivision of 5+ lots where lots front an internal street		125	25	8	8
SFD subdivision of 4 or fewer lots WITHOUT internal street	20,000	125	50	12	35
SFD subdivision of 4 or fewer lots where lots front an internal street		80	25	8	8
Pro	posal				1000
SFD subdivision 2+ lots where lots front an internal street	20,000	80	25	8	8
R-10 District					
SFD subdivision of 5+ lots WITHOUT internal street		125	25	12	20
SFD subdivision of 5+ lots where lots front an internal street	10.000	80	25	8	8
<b>SFD subdivision of 4 or fewer lots WITHOUT internal street</b>	10,000 -	125	25	12	20
SFD subdivision of 4 or fewer lots where lots front an nternal street		80	25	8	8
Pros	oosal				
FD subdivision 2+ lots where lots front an internal street	10,000	50	25	8	8

### R-30 District Examples (these rules apply to R-20 as well, but R-20 lots are only 20,000 square feet)



5-lot subdivision with no internal street 4-lot subdivision with an internal street

NOTE: Reduced lot widths are only available in cases where 4 or fewer lots are proposed, and then only for lots that front an internal street

NOTE: Reduced setbacks are only available for lots that front an internal street



# R-10 District Example (PROPOSED CHANGES) Lots that front an internal street may have a minimum setback of 50 feet as well as reduced setbacks





PLANNING & INSPECTIONS

#### Case No. UDOTA3-24

## **Application Consistent with Adopted Policy Guidance**

The Edgecombe County Board of Commissioners concludes that the application, as presented, **IS** consistent with Edgecombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based on the following reason(s):

• It is consistent with Growth Management Policy #1, Growth and Development Goal.

#### Application is Reasonable

The Edgecombe County Board of Commissioners concludes that the application, as presented IS reasonable and IS in the public interest based on the following reason(s):

Per Unified Development Ordinance, developments must meet required setbacks

Leonard Wiggins, Chair Edgecombe County Board of Commissioners

Date

- 6. Environmental Health. Promote health for all people through a healthy environment, improve air and water quality, and reduce air and water pollution. Reduce the amount of toxic pollutants released into the environment, and reduce waterborne disease outbreaks arising from water intended for drinking among persons served by community water systems. Minimize the risks to human health and the environment posted by hazardous sites.
- 7. Stormwater Management. Manage, mitigate, and reduce negative impacts of increased storm water runoff in all land development practices. Emphasize low impact development techniques for stormwater management in all areas, as appropriate.
- 8. **Trees.** Encourage the planting of street trees in subdivisions and new land developments. Discourage the cutting of trees when not necessary for land development. Encourage the preservation and enhancement of tree canopy.
- 9. Water Conservation. Promote the conservation of water by residents and businesses.

#### **HISTORIC RESOURCES**

- 1. Identification. Identify significant crossroad communities, historic sites and structures, and other physical landmarks for preservation.
- 2. Compatible Character. The historic character of the county should be maintained by encouraging new development that is compatible with the traditional features of the community, and protecting historic properties from incompatible intrusions.
- 3. Community Support and Awareness. Strive to increase community support and awareness for historic preservation.
- 4. National Register Listings. Encourage the addition of eligible properties to the National Register of Historic Places.

#### **GROWTH MANAGEMENT**

- 1. Growth and Development Goal. Manage the physical growth and development of Edgecombe County by promoting more intensive land uses in key locations identified for such growth while preserving and protecting the unique physical character and social assets of the predominant rural lifestyle that makes the County a unique place to live.
- 2. Extraterritorial Jurisdictions (ETJs). Develop ETJ establishment and expansion criteria. Before consenting to or approving the extension of municipal extraterritorial jurisdictions (ETJs), ensure that municipalities have the ability to plan for, provide, and administer facilities and services to these areas.
- 3. Urban. Limit higher density/intensity development to areas designated for urban growth (such as ETJs) and with appropriate public facilities and services. Encourage

# ATTACHMENT #2 Charters of Freedom



# Vance & Mary Jo Patterson

In 2011, Founders Vance and Mary Jo Patterson took a trip to Washington, DC. They visited the National Archives and experienced the United States' founding documents for the very first time.

Vance recalls that when he saw something the Founding Fathers had actually penned it gave

him goosebumps. When they read the words, "We the People", he saw tears in Mary Jo's eyes.

This emotional experience made a lasting impression on the couple and would go on to shape the organization that exists today.



# The Vision

In 2012, Vance had an idea, "What if we could duplicate that experience we had in Washington, D.C.? What if we could bring that experience back to the citizens of Burke County, North Carolina?"

Two years later, the couple gifted the very first Charters of Freedom setting outside of Washington, D.C. to the citizens of Burke County. Carrying that same vision, with the goal to reach other communities across America, Foundation Forward, Inc. was officially formed.

It now operates as a nonprofit educational project that promotes civics, education, and the preservation of American history. Over 30 settings have been dedicated across the country in nine states.









# **ATTACHMENT #3**

Budget Amendments to be Approved By the Board of Commissioners




S		GECOMBE COUNT		3
2.0	ATH CAROLINE			t Revision Number Journal Number Date
FROM: Jerry	Spruell	RE: Board of Elections		DEPARTMENT
PURPOSE:	Board Approved on 12-4-23	Meeting Purchase of Equipr	nent for Voting	
		CURRENT	INCREASE	
G/L ACCOUNT#	ACCOUNT NAME	BUDGET	(DECREASE)	AMENDED BUDGET
REVENUES	Fund Balance	· // 201 5 · · · ·		
		(8,661,744) 	(90,000.00)	(8,751,744)
Total Revenues EXPENDITURES			90000	
10-4170-5500-00	Capital Outlay	0	90,000.00	90,000
Total Expenditures			90000	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 & Barbulet
APPROVED	RECOMMENDED
COUNTY MANAGER	NOT RECOMMENDED 
ACTION TAKEN BY BOARD OF COMMISSIONERS:	
APPROVED AND ENTERED ON MINUTES D	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

4

Budget Revision Number Journal Number

Date

FROM:	Antwan Brown	
-------	--------------	--

RE: Emergency Services

DEPARTMENT

PURPOSE: To reppropriate funds budgeted in Workers Comp for County Volunteer Fire Depts. Funds not needed this year to purchase equipment due to grant with VFIS

		CURRENT	INCREASE	
G/L ACCOUNT#	ACCOUNT NAME	BUDGET	(DECREASE)	AMENDED BUDGET
REVENUES				
			. <u> </u>	
P-4-1 Ph.				
Total Revenues			0	
104340-569286	Workman's Comp	25,000	-25,000	0
04330-526000	Office Supplies	7,000	6,000	13,000
104330-532101	Beepers/Phones	3,000	1,600	4,600
04371-518600	Workmans Comp	125,074	6,500	131,574
04330-525000	Vehicle Supplies	15,000	8,000	23,000
04330-549900	Miscellaneous	19,000	2900	21,900
otal Expenditures			0	21,900
OTAL		1		
		11 0		-MUST BE "CORRECT"
		tun Do	1.	DATE 7-77-7

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

full. **FINANCE OFFICER** APPROVED RECOMMENDED NOT APPROVED NOT RECOMMENDED 2 29/71 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 ŕ

EDGECOMBE COUNTY BUDGET CONTROL REQUEST Budget Revision Number Journal Number Date						
FROM: Stan Liver	manR	E: Maintenance		DEPARTMENT		
PURPOSE:						
G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)			
REVENUES 10-0050-4840-00	Insurance Claims	(73,582)	(15,911.00)	AMENDED BUDGET ( 89,493 )		
Total Revenues EXPENDITURES 10-4260-5211-20	Embarq Building Maint & Repair		15911			
		90,400	<u>15,911.00</u>	0		
Total Expenditures TOTAL			15911 0			
DEPARTMENT HEAD Stan Litter This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. FINANCE OFFICER Lindla Daufuelo APPROVEDRECOMMENDED ONOT APPROVEDNOT RECOMMENDED						
COUNTY MANAGER		alaglay Date				
ACTION TAKEN BY BOAF	RD 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

6

Budget Revision Number Journal Number

Date

FROM: Antwan Brown

=

**RE: Emergency Services** 

DEPARTMENT

PURPOSE: To reppropriate funds budgeted within EMS to add to underbudgeted Vehicle Supply needs for EMS Ambulances

G/L ACCOUNT#		CURRENT	INCREASE	
G/L ACCOUNT#	ACCOUNT NAME	BUDGET	(DECREASE)	AMENDED BUDGET
REVENUES				
V				
Total Revenues				
EXPENDITURES			0	
	_			
104371-519908 104371-543501	Contractual Services	235,000	-5,000	230,000
104371-525000	Equipment Rental		-3,000	0
104011-020000	Vehicle Supplies and Materials	58,000	8,000	66,000
		0	0	
Total Expenditures			0	
			Ū	
TOTAL		$\Lambda$	0	
				-MUST BE "CORRECT"
		14 R		0 00 01
	DEPARTMENT HEAD	wwwa Izd	W	DATE 2-29-29
		,		
his instrument has been	preaudited in the manner required by	the Local Government Bud	iget and Fiscal Control	Act.
		0 . (	) Ba	204 - COL -
	FINANCE OFFICER	anda	P. Muy	fulch 2-29-0
	APPROVED		(-	,
	V APPROVED			
	NOT APPROVED	NOT RECOMMEND	ED	
			ED	
OUNTY MANAGER		DATE		
CTION TAKEN BY BOA	RD OF COMMISSIONERS:			
	TO OF COMMISSIONERS:			
	AND ENTERED ON MINUTES DA	TED:		
	OVED-DATE:			
			CLERK TO THE BO	
				Revised July 2021



### EDGECOMBE COUNTY **BUDGET CONTROL REQUEST**

**Budget Revision Number** 

Journal Number 2/22 Date 4

B

9	2/	22	/2(	)24

FROM: Stan Live	erman	RE: Maintenance		DEPARTMENT
PURPOSE: To reallo	cate funds.			
G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
INCREASE				
10-4260-5212-00	Uniforms	27,000.00	1,500.00	28,500.00
TOTAL INCREASE			1,500.00	
DECREASE				
104260-5211-00	Janitorial Supplies	13,000.00	1,500.00	11,500.00
OTAL DECREASE			1,500.00	·
UTAL DEGREASE				
OTAL DECREASE				-MUST BE "CORRECT
		ton h T		- MUST BE "CORRECT 2/22/2024
OTAL		ton h-A		2/22/2024
OTAL	DEPARTMENT HEAD	ton <u>k-A</u> by the Local Government Budget		2/22/2024
OTAL	preaudited in the manner required b	by the Local Government Budget		2/22/2024
OTAL	preaudited in the manner required b	Linda (	and Fiscal Control Act	2/22/2024
OTAL	preaudited in the manner required b FINANCE OFFICER	RECOMMENDED	and Fiscal Control Act	2/22/2024
OTAL	preaudited in the manner required b FINANCE OFFICER	RECOMMENDED NOT RECOMMEND 	and Fiscal Control Act	2/22/2024
OTAL  is instrument has been  DUNTY MANAGER  CTION TAKEN BY BO	preaudited in the manner required E FINANCE OFFICER	RECOMMENDED NOT RECOMMEND AI 29 I 2 J DATE	and Fiscal Control Act	2/22/2024

CLERK TO THE BOARD

Revised July 2021

QGECON	ABE COURT EDC BUDGE	GECOMBE COUNT		10
DORTH	CAROLINA			et Revision Number Journal Number Date
FROM: Jer	ry Spruell	RE: Boardo	f Electio	NS DEPARTMENT
PURPOSE: 10 C	Move election	Dept to L	ease Ryde	
G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
<b>Total Revenues</b> EXPENDITURES 104170543500 104170512400	Equipment Rentals Poll Worker	(0,000 # 6 <del>34.0</del> 5 # 100,352,70 # 100,352,70	0 # 3,000,00 - # 3,000.00	9,000 # <u>3634.05</u> 197,853-70 197,000
Total Expenditures			0	
				MUST BE "CORRECT"
	DEPARTMENT HEAD	Jus		DATE 2-19-24
This instrument has been p	reaudited in the manner required b	w the Local Government Bur	leat and Fiscal Contro	L O et
	FINANCE OFFICER	Linda G	. Darp	Lot 2120/24
	APPROVED	RECOMMENDED	$\mathcal{U}$	
99-	NOT APPROVED		Đ	
COUNTY MANAGER		2/21/24		
ACTION TAKEN BY BOAR	D OF COMMISSIONERS:			
	ND ENTERED ON MINUTES DA	.TED:		

# **ATTACHMENT #4**

# Memorandum

To:Board of CommissionersFrom:Eric Evans, County Manager 40Date:2/29/24Re:Proposed Awards for Recreation Mini-Grants



The Recreation Mini-grant program was created to offer grants to community-based organizations that provide recreational facilities and/or activities. As you will recall, we increased this year's funding from a maximum of \$2000 per project to \$5,000, with a total budget of \$50,000.

The review committee met to discuss and rank the twenty-five proposals received. Each proposal was rated based on the project description, timeline, area served, number of individuals served, duration of the program, budget and feasibility, and the capacity of the organization. The committee recommends the twenty-four projects in the amounts listed on the attached document to receive funding.

I agree with the Committee and recommend that you approve grant awards for the twenty-four programs as presented and authorize me to execute agreements with each.

Nonprofit Name	Project Description	Previous Recipient	Recommende
Special Olympics of Edgecombe	2024 Edgecombe County Spring Games		
County	Athletic Sports Event	Yes	\$2,000.00
New Life Basketball	Equipment, supplies youth basketball		
Development	development sessions, mentoring	Yes	\$3,000.00
Hill Family Farm Education Center	Youth Bike Recreation Program	Yes	\$3,000.00
Town of Conetoe	Get Moving, Keep moving; Seniors on the Go"	Yes	\$3,000.00
Pinetops-Old Sparta Improvement Club	Playground Improvement	Yes	\$1,500.00
St. Catherine of Siena Catholic Church	Music and Sports Festival	Yes	\$3,000.00
Biker Girls	Safety Festival:Community cycling, fitness, walk, screenings	No	\$1,500.00
One Harvest Life Center	Together Reaching Youth For Better Environments	No	\$3,000.00
Boys & Girls Club of the Tar River Region	Expanding Horizons in Youth Recreation	Yes	\$2,500.00
	Seniors improving quality of life thru		
Club,Inc	Recreation	No	\$2,000.00
His Majesty Children	Pre school recreation	No	\$1,000.00
D.R.E.A.M. Social and Civic Club	Dream Gurlz: empowerment, wellness, recreation collaborations	No	\$2,500.00
You Can Foundation	6 wk Multi sport camp students	No	\$1,000.00
Princeville Senior Center	Low impact activities;Improve motor skills, Reduce risk cognitive impair	No	\$2,500
Town of Princeville	Princeville Recreational Project	No	\$2,000
vory Steppers Impact One Inc	Just One More Step	No	\$1,000
Buck Leonard Association for Sports &Human	Pinetops-Green/Acres Community Baseball Enrichment Project	No	\$2,500
Christine Community Outreach	No Boys Allowed (All girls Basketball clinic)	Yes	\$1,000
South Edgecombe Recreation Program	2024 Spring and Fall Season	No	\$3,000
Historic Edgemont Community Association	HECA Expanded Summer Youth Program	No	\$1,000
Edgecombe Soil & Water			
Conservation District	Go Wild wih Conservation Education Kits	No	\$1,000
Edgecombe County 4-H	Enjoy Wellness, Nature & Fishing	No	\$3,000
Ride Judah Transport	Judah Dash Activity Bus	No	0

	TOTAL		\$50,000.00
Recovery Journey Services	Get Active	No	\$1,000
Truth Foundation Ministries	Youth Summer Camp	No	\$3,000

# **ATTACHMENT #5**

# Memo

To: Eric Evans, County Manager

From: Antwan Brown, Emergency Services Director

Date: 2/29/2024

Re: County Commissioners Approval for Frank Terzino, Jr.

The Frank Terzino, Jr. has applied for permits to have fireworks/explosive display at 191 Liberty Lane, Rocky Mount, NC 27801, on the dates of March  $17^{\text{th}} - 22^{\text{nd}}$  daylight afternoon hours.

NCGS 14-413 Permits For Use At Public Exhibitions and Section 3308.2 Fireworks Display, Permit Application, requires that the County Commissioners authorize the issuance of the required permit to the requesting agency or individual.

Frank Terzino, Jr. has furnished the County Fire Marshal's office the required documents. These documents consist of the number and size shells to be shot, a drawing with measurements of the display site, and a certificate of liability insurance with Edgecombe County being named as one of the insured.

The display will be shot by individuals who have been certified by the North Carolina Department of Insurance Fire Marshal's Office.

**Action Recommended:** That the County Commissioners authorize the Fire Marshal's Office to issue the necessary permits for the above requested March  $17^{\text{th}} - 22^{\text{nd}} 2024$ .



### Edgecombe County Fire Marshal's Office Office # (252) 641-7843/7806/7816 Fax # (252) 641-7887

### **Fireworks Application**

Attached you will find an application for a Fireworks Discharge Permit. This application must be completed and returned 60 Days prior to issuance of the permit.

#### ITEMS REQUIRED PRIOR TO PERMIT ISSUANCE:

- 1. All blanks must be completed on the application.
- 2. The Permit Holder is required to obtain liability insurance in an amount sufficient to cover the claims of any person(s) who may be injured or otherwise damaged as a result of the display. The insurance must name Edgecombe County as an additional insured and a copy of the Certificate of Insurance evidencing the coverage must accompany the application.
- 3. Include a detailed site plan indicating the discharge and storage locations and distances.
- 4. Include the manufacturer's technical data sheet of each type of pyrotechnics to be discharged.

#### SECTION EXPLANATION:

Section I: Information on the person, group, corporation, association, or entity sponsoring, holding, or primarily responsible for the event.

Section II: Information on the Pyrotechnician.

Section III: Information on the actual display.

Section IV: Public Safety Information. (Name of fire district where the

discharge will take place, address of the nearest fire station, and name and location of the nearest medical facility).

Section V: Notarization of the application. (APPLICATION SIGNATURES MUST BE NOTARIZED).

Section VI: Fire Department Comments. (This must be completed by the Chief of the local fire department representing, the district where the discharge will take place).

Section VII: For Edgecombe County Fire Marshal use only. Section VIII: Fireworks Permit Number.

# THE FIREWORKS PERMIT MUST BE ON SITE DURING THE DISCHARGE OF THE PYROTECHNICS.

Edgecombe County Application for Fireworks Discharge Permit Period:

### Section II

PYROTECHNICS TECHNICIAN INFORMATION: (Note: This is to be completed by the individual who will shoot and/or discharge the fireworks or pyrotechnics).

Frank Terzino Jr <sup>704.957.1835</sup> Name:	Telephone:	home
Address:		work
1052 Smyre Farm Rd Newton NC 28658		
Bureau of Alcohol, Tobacco and Firearms p	permit/license type and no.:	 1-NC-035-54-5K-0109
		3
Specify Pyrotechnicians' training and expendence	PGI & APA Certified In Ou rience:	
Years Experience. Holds a pyrotechnic license in No	orth Carolina, South Carolina, Virg	inia and Tennessee.
Operates more than 50 Displays each year, including	g pyrotechnic stunts for film and li	ve events.
Indicate whether the technician is or will be of fireworks/pyrotechnics:	insured with respect to the	discharge
Indicate whether the technician is or will be of fireworks/pyrotechnics: YES	insured with respect to the NO	discharge
If covered, specify the source, amount	, and coverage period of the	insurance:
Source:	Amount: \$	
Ryder Insura	ance 1 Million	
Coverage Period:		

Section III

safety measures. All items will be fired remotely.

#### **Section IV**

PUBLIC SAFETY INFORMATION:		
		West Edgecombe Fire Department
The display will occur within the following	g fire district:	
2.	8 Miles	
Location of the nearest fire station:		
Name and location of the nearest medical	facility:	
UNC Nash		2460 Curtis Ellis Dr
		Rocky Mount, NC 27804
Name:		:
See	ction V	

I certify under penalty of perjury that the foregoing information, which I have provided, is true and accurate to the best of my personal knowledge.

**Applicant Technician** 

2/9/2024 Date Date

Sworn to and subscribed before Sworn to and subscribed before me this me this \_\_\_\_\_ day of , day of \_\_\_\_\_,\_\_\_

## Section V

I certify under penalty of perjury that the foregoing information, which I have provided, is true and accurate to the best of my personal knowledge.

Applicant

Date

Technician

Date

Sworn to and subscribed before me this 944 day of <u>FUARAAA</u> 2024

My commission expires:



A

Sworn to and subscribed before me this gru day of <u>PCDrucery</u>, 7074

ublic

My commission expires: 1260



Fire/Rescue Signature:	Date: / / /	
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Section VIII

Fireworks Permit No.

4		TIFIC		DII		ICUD	NCE	Г	DATE (	MM/DD/YYYY)
									2/	9/2024
	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SURANCE	R NEGATIVELY AMEND DOES NOT CONSTITU ERTIFICATE HOLDER.	, EXTE JTE A	END OR ALT	FER THE CO BETWEEN	VERAGE AFFOR THE ISSUING INS	DED E	BY THE (S), AU	POLICIES THORIZED
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	ODUCER	sement(s)	)	CONT	ACT					
R	der Rosacker McCue & Huston (M	GD by Hu	II & Company)	NAME	: Kristy vvo			AX		
50   G	9 W Koenig St rand Island NE 68801				o, Ext): 308-38		(/	A/C, No):	308-382	-7109
				ADDR	Ess: kwolfe@					
				INCUD	ERA: SCOTT			_		NAIC #
	URED			INSUR		SDALE INS (	,0			41297
	roStar Entertainment LLC arfire Pyrotechnics			INSUR						
10	52 Smyre Farm Rd			INSUR						
Ne	ewton NC 28658			INSUR	ERE:					
				INSUR	ERF:					
_	VERAGES CER	TIFICATE	NUMBER: 169708312				<b>REVISION NUMB</b>	ER:		
	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN, POLICIES.	THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE		THE POLICIE	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH F			** ****
		ADDL SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	S	
A			CP\$4054439		9/24/2023	9/24/2024	EACH OCCURRENCE		\$ 1,000,00	)0
							DAMAGE TO RENTED PREMISES (Ea occurred	nce)	\$ 100,000	
							MED EXP (Any one pers	son)	\$ 5,000	
							PERSONAL & ADV INJU	URY	\$ 1,000,00	10
							GENERAL AGGREGAT	E	\$ 2,000,00	0
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC						PRODUCTS - COMP/OF	PAGG	\$ 2,000,00	0
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						TORY LIMITS	ER	¢	
	OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT		\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					-	E.L. DISEASE - EA EMPI			
							E.L. DISEASE - POLICY		Þ	
agre Reg agre Reg requ Fire Date	RIPTION OF OPERATIONS / LOCATIONS / VEHICL larding the General Liability coverage, W sement. arding the General Liability coverage, B sement. arding the General Liability coverage, P uired by written agreement. works For Film Production a: March 17th - March 22nd Attached	alver of Su anket Addi	ibrogation applies to the e itional Insured applies to the time of time of the time of time of the time of the time of the time of time of time of the time of tim	ntities li ne entiti	isted below po ies listed belo	er attached fo w per attache	d form GLS-150s w	/hen re	quired b	y written
ER	TIFICATE HOLDER			CANCI	ELLATION					
	MBYT			THE	EXPIRATION	DATE THE	SCRIBED POLICIES REOF, NOTICE WI PROVISIONS.	BE CAN LL BE	ICELLED DELIVI	BEFORE ERED IN
	740 SE Greenville Ste 400- Greenville NC 27858	163		AUTHORI		TATIVE				

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MER ID: \_\_\_\_\_ LOC #: \_\_\_\_\_



AGENCY Ryder Rosacker McCue & Huston (MGD by Hull & Company)		NAMED INSURED PyroStar Entertainment LLC
POLICY NUMBER		Starfire Pyrotechnics 1052 Smyre Farm Rd Newton NC 28658
CARRIER	NAIC CODE	
ADDITIONAL REMARKS		EFFECTIVE DATE:
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACT	ORD FORM, F LIABILITY IN	
Time: Davtime		
Site Address: 191 Liberty Lane, Rocky Mount NC 27801		
Additional Insured: Edgecombe County		
CORD 101 (2008/01)	nd logo are r	© 2008 ACORD CORPORATION. All rights reserve

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

#### Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



ATTACHED TO AND FORMING A PART OF
POLICY NUMBER

ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)

AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- **b.** Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

- That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - **b.** The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. Exclusions of SECTION I— COVERAGES:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
- 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
- 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- **b.** Supervisory, inspection, architectural or engineering activities.
- 6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

# **ATTACHMENT #6**

# Memorandum

To:Board of CommissionersFrom:Eric Evans, County ManagerDate:2/29/24Re:Award of Service Weapon to retiring<br/>Capt. Ross Ellis



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 Captain Ross Ellis.

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 his service weapon at a price of \$1 upon the retirement of Captain Ross Ellis. **Edgecombe County** 

## **Commissioner's Agenda Information Sheet**

Date: March 4, 2024

Item:	Sheriff's Office-Sale of Service Weapon to Retiring Sergeant
Initiated by:	Sheriff Cleveland Atkinson, Jr.
Action Proposed:	Approve the Request

### **Description:**

Captain Ross Ellis began his career with the Edgecombe County Sheriff's Office as a Deputy Sheriff under Sheriff James Knight on May 5, 1997. He advanced to Detective, Corporal, Sergeant, Lieutenant and Captain. Capt. Ross Ellis is scheduled to retire on April 2, 2024 with nearly 30.25 years of creditable Law Enforcement service.

Sheriff Cleveland Atkinson, Jr. is requesting approval of the sale of Capt. Ellis's issued service weapon (Serial# BMWK337) to him upon retirement for the sum of \$1.00. This action is in honor of Capt. Ellis years of dedicated service to the citizens and visitors of Edgecombe County.

# **ATTACHMENT #7**

# Memorandum

To:Board of CommissionersFrom:Eric Evans, County Manager //Date:2/29/24Re:Clerk to the Board/Executive Assistant Job Description

Some years ago, the functions of the Clerk to the Board were combined with the functions of the Executive Assistant to the County Manager. This is a common approach for many counties. However, at that time, a job description reflecting the new position was not created.

Therefore, I recommend that you approve the job description for the Clerk to the Board/Executive Assistant (Executive Assistant II – Grade 6).

# Clerk to the Board/Executive Assistant to the County Manager

FLSA Status: Non-Exempt

### **General Definition of Work**

Performs skilled administrative support work serving as the Clerk to the Board of the County Commissioners, provides assistance to the County Manager, prepares and maintains official records and files, ensures proper procedures are followed, provides administrative support to the County Manager and his/her executive team, and performs related work as apparent or assigned. Work is performed under the general direction of the County Manager.

#### **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**

- Attends Board meetings, other related meetings as required and takes official meeting minutes for regular and closed sessions; maintains official Board of Commissioners agenda packets, minutes book, and other related official records.
- Prepares Board meeting agendas and packets and special meeting and public hearing notices.
- Processes correspondence to Commissioners; performs research and prepares reports as requested; reviews documents prepared by the County Manager.
- Assists with citizen requests and/or complaints via telephone, email and walk in visitors; makes referrals to other county departments and outside agencies; provides information on Board actions as requested or required.
- Maintains and drafts County ordinances, policies, and procedures for approval by the County Manager or Board.
- Maintains official book of records and retention schedules for County departments.
- Arranges meeting rooms, supplies and equipment.
- Acts as a notary public, prepares and administers oaths.
- Handles travel arrangements for the Board and County Manager.
- Maintains a record of Board appointments to boards, committees, and commissions.

## Knowledge, Skills, and Abilities

Excellent interpersonal skills to effectively communicate with internal and external customers, management, the Board of Commissioners, and external agencies. Comprehensive knowledge of the functions and organization of county government; state and local laws concerning county administration; Comprehensive knowledge of the County's ordinances, policies and procedures; rules of order as related to public hearings; thorough knowledge of standard office procedures, practices and equipment; ability to establish and maintain confidentiality; ability to communicate ideas effectively, both orally and in writing; Strong problem solving and analytical skills with application in complex organizational situations; ability to research and prepare reports; ability to establish and maintain effective working relationships with appointed and elected County officials, associates and the general public. Attention to detail with a devotion to accuracy and data integrity. Proficiency in current and commonly used computer, software and applications for project management, communication, and data management.

#### **Education and Experience**

Associates/Technical degree with coursework in Public Administration, English, or related field and one to three years of experience working as an administrative assistant with increasing responsibilities. Certificate from the Clerks Academy Course at the University of North Carolina School of Government is preferred. 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 the 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. Must be or become an NC Notary Public within 6 months of employment.

**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.

# **ATTACHMENT #8**

# Memorandum

To: Board of Commissioners

From: Eric Evans, County Manager 4

**Date:** 3/1/24



Re: Approval of Subrecipient Agreement with Edgecombe Community College

You'll recall that the grant Edgecombe Community College received that was to be used to equip a training facility at Kingsboro Business Park has been repurposed to purchase the former Incubator Building at Fountain Park. At your December meeting, you approved the acceptance of ownership of this building. Since then, ECC has gotten approval from the NC Office of State Budget Management to enter into a subrecipient agreement for those funds, which will pass through to the County for the purchase of the building.

We are creating a joint effort with Edgecombe County Public Schools, Edgecombe Community College, Turning Point Workforce Development, and Carolinas Gateway Partnership to turn the 40,000 SF facility into a workforce readiness center focused on manufacturing, engineering, and technology. Also, we recently learned while in discussions with one of our prospects for Kingsboro, that it will be strategically available for additional ramp-up training for the company if Edgecombe County is selected.

Presented for your consideration is the enclosed subrecipient agreement with Edgecombe Community College, as well as a project budget ordinance. I recommend that you approve both.

### Agreement Between Edgecombe Community College and Edgecombe County for the NC Office of State Budget Management Grant Award # 50301

**THIS AGREEMENT**, made and entered this <u>4th</u> day of <u>March</u> 2024, by and between <u>Edgecombe Community College</u> (the 'Grantee'), and <u>Edgecombe County (the "Subrecipient");</u>

WHEREAS, Pursuant to S.L 2021-180, the North Carolina State Office of Budget and Management ("OSBM") has awarded \$2,500,000 in state appropriated funds to Edgecombe Community College for the activities described in the grant agreement referenced H17, Item 121; and

**WHEREAS**, the Grantee revised, and OSBM approved, the scope of activities under the aforementioned grant agreement on February 7, 2024; and

WHEREAS, the Grantee, wishes to engage the Subrecipient to administer the revised grant scope including the purchase and renovation of an existing facility for a training center to be owned and used by the Subrecipient; and

WHEREAS, the Grantee will advance all grant funds totaling \$2,500,000 plus any interest accumulated to the Subrecipient prior to the purchase and renovation of said facility; and

WHEREAS, the Subrecipient has legal authority to enter this agreement, and the Subrecipient's governing body has duly approved this agreement with the Grantee, and by signature of the Chairman, assures the Grantee that it will comply with all the requirements of the subaward described herein; and

NOW, THEREFORE, it is agreed as follows:

- 1. Grantee shall allocate to the Subrecipient \$2,500,000 plus all interest accrued, for expenditures as specified in the revised grant agreement with OSBM.
- 2. Subrecipient agrees to expend funds allocated pursuant to this Agreement in compliance with the OSBM grant agreement and relevant state regulations. The Grantee assumes no liability for any violations of award expenditure requirements by the Subrecipient, its officers, agents, or employees, for funds allocated by the Grantee to the Subrecipient. The Subrecipient shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements.

- 3. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.
- 4. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Subrecipient and the Grantee listed below, or those other addresses of which either party gives the other party written notice:

If to the Subrecipient, to:	Eric Evans, County Manager PO Box 10
	Tarboro, NC 27886
	ericevans@edgecombeco.com

If to the Grantee, to: Dr. Gregory McLeod, President 2009 W. Wilson St. Tarboro, NC 27886 mcleodg@edgecombe.edu

5. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this **INTERLOCAL AGREEMENT** to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Edgecombe Community College

County of Edgecombe

By \_\_\_\_\_ Chairman, Board of Trustees

By \_\_\_\_\_ Chairman, Board of Commissioners This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Linda Barfield, Chief Financial Officer

## Appendix A Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. **Please attach additional sheets as necessary**.

1. Organiza	ation: Edgecombe Community College	
2. Grant ID:	50301	
Recipient sha as stated in t performance	Work s, Results, Performance Measures: all detail below how the organization will spend the grant funds in compliance with the specific purpose(s) he Appropriations Act. The description should include objectives to be achieved, expected results and measures. The description should also include anticipated timing of those objectives, expected results ices provided.	
Objective(s): How do you plan to spend your grant funds? What project(s) do you want to accomplish?	Edgecombe County, as the subrecipient, will purchase and renovate an existing facility for a training center to be owned and use by Edgecombe County. In order to purchase the facility, Edgecombe Community College will advance all funding to Edgecombe County prior to the purchase.	
Expected Results: What do you hope will be accomplished through the projects supported by these grant funds?	To purchase and renovate a building that will be used as a workforce training center for Edgecombe County. 1. Edgecombe County will purchase property with existing building - \$2.3M 2. Edgecombe County will renovate existing building and purchase equipment and furnishing - \$200,000	
Performance Measure(s): List the steps it will take to accomplish the project(s) supported by these grant funds. If the project is programmatic, list the estimated measurements for project outcomes.	\$200,000	

		_			
c. Program Name	d. Amo	ount to Su	ıb-rec	ipient	
Training Center					iterest

5. Budget:

Below are general expenditure descriptions that can serve as a *guide* for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning ( $\frac{07/0}{2}$	) and ending ( <u>06/30/2025</u> ).
EXPENDITURE DESCRIPTION	AMOUNT
<b>Employee Expenses</b> (ex. Salaries, hourly wages for grant project management /program related staffing).	
Administration Expenses (ex. utilities, telephone, data, lease related expenses)	
Goods Expenses (ex. supplies and equipment)	
<b>Contract and Services Expenses</b> (ex. Designers, Architects, Builders, Programmatic Service Providers)	
Other Expenses (ex. related charges not assigned above and described by recipient in breakdown below)	\$2,500,000
<b>Total Balance of the Project Fund</b> ( <i>Grant total amount</i> )	\$2,500,000
Provide a breakdown of estimated expenses for each o	ategory below or as an attachment.
Purchase property and buildings as described in object	

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

## Andrew B Votipka

### VP of Finance and Administrative Services

Printed Name		Title	
XIA-	Digitally algorited by Annua 8 Votipla Dit con-water 8 Votigala, and an externation Continuity Collega conference, emiliaivogtalasedergecento beck, cults Dirte: 2004.02.08 08.10.15 - 09500'	02/07/2024	
Signature		Date	
OSDM Crant Annan	Hin A		

#### NC OFFICE OF STATE BUDGET MANAGEMENT GRANT AWARD 50301 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 Office of State Budget Management Grant Award 50301 receive via subrecipient agreement with Edgecombe Community College.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant and subrecipient agreement, the rules and regulations thereof and of the budget contained herein.

Section 3. The following amounts are appropriated for this project:

NC OSBM Grant 50301		\$ 2,500,000
	TOTAL	\$ 2,500,000

Section 4. The following revenues are anticipated to be available to complete this project:

NC OSBM Grant 50301		\$ 2,500,000
	TOTAL	\$ 2,500,000

Section 5. The Finance Director 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 Director 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 Budget 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 to the Clerk to the Governing Board, and to the Budget Officer and the Finance Director for direction in carrying out this project.

Adopted this the 4th day of March, 2024.

LEONARD WIGGINS, CHAIRMAN EDGECOMBE COUNTY BOARD OF COMMISSIONERS

ATTEST:

FRANGIE MUNGO CLERK TO THE BOARD
## **ATTACHMENT #9**

# Memorandum

To:Board of CommissionersFrom:Eric Evans, County ManagerDate:2/29/24Re:Getting Off The Lists Taskforce Structure

As you know, we have embarked upon an effort to Get Off The Lists. We're focusing on those statistics that need to be addressed to create a better future for our County. We have identified four focus areas: Youth & Families, Education & Workforce Development, Affordable & Safe Housing, and Health Equity. Our approach is to create a taskforce for each focus area that will advise the work so we can identify and support existing efforts under each area to increase their positive outcomes that, over time, will enable us to Get Off The Lists.

The structure of our taskforces will include an advisory board for each focus area which will communicate with larger community groups to gain the insight needed to advise the Board and others on our efforts. Therefore, I present to you for consideration a proposed structure for each advisory board. If approved, we will then recruit members for each to bring back for your appointment.

I recommend that you approve the advisory board structures as presented.

**OFFICE OF THE COUNTY MANAGER** 



## Edgecombe County Youth & Families Advisory Board

The Edgecombe County Board of Commissioners has embarked on a county-wide initiative called "Getting Off The Lists". Historically, the County has often been at the top or the bottom of many of the lists used to measure a county's success, health, wealth, and development. However, we believe by focusing our efforts, supporting those already engaged in positive work in our focus areas, and establishing the necessary community infrastructure to sustain this work, we can create a new future for Edgecombe County.

To that end, the Board created the Youth and Family Advisory Board (Advisory Board). The purpose of this Advisory Board is to provide strategic guidance to the County and partnering agencies with the ultimate goal of improving outcomes for youth and families. The Advisory Board includes representatives from a spectrum of views and interests.

**1. Membership.** The Advisory Board consists of twelve (12) members appointed by the Board of Commissioners as follows:

- A. One elected official representing Edgecombe County or a municipality located in Edgecombe County;
- B. One representative from Edgecombe County Public Schools;
- C. One representative from Edgecombe County Department of Social Services;
- D. One representative from Edgecombe County Health Department;
- E. Two members age 18 or younger;
- F. Two members representing non-profit organizations that provide services to youth and families; and
- G. Four members at large representing the interests of the public regarding youth and families.

**2. Staff.** The Edgecombe County Manager will assign a staff liaison to the Advisory Board. He/she will also assign other staff as needed to provide the necessary support to the Board.

**3. Terms of office.** Except for initial appointees, each member serves for a term of two years. A member may not serve more than three consecutive terms. In the case of a vacancy for any reason, the Board of Commissioners shall appoint a member representing the same interest to fill the unexpired term.

**4. Initial terms of office.** Initially, members appointed under section 1.A, B, C, and D will serve for two years, and members appointed under section 1.E, F and G will serve for one year.

**5. Administration; meetings.** The initial chairperson and vice-chairperson are appointed by the Board of Commissioners. After the first year, the Advisory Board shall annually elect a chairperson and vice-chairperson. The chairperson and vice-chairperson will serve for a two-year period and may not serve for more than two terms.

The Advisory Board shall hold regular, public meetings at least quarterly. The chairperson may call special meetings of the Advisory Board as needed or whenever directed by the Board of Commissioners. The Advisory Board shall provide an update to the Board of Commissioners at least annually, or more frequently if requested by the Board of Commissioners.

6. Duties. The duties of the Youth and Family Advisory Board include:

- A. Identify existing efforts relative to work that creates positive outcomes for youth and families;
- B. Identify gaps in services and resources needed to Get Off The Lists as it relates to youth and families;
- C. Advise the County Manager and Board of Commissioners on the development of support structures (capacity building; networking/collaboration; policy development; performance management, and leadership development).
- D. Advise the County Manager and the Board of Commissioners on the investment of county funding and other resources on efforts to support youth and families;
- E. Advising agencies that have partnered with Edgecombe County in their efforts to "Get Off The Lists"; and
- F. Receive input from the Youth and Families Community Group.

### Edgecombe County Education & Workforce Development Advisory Board

The Edgecombe County Board of Commissioners has embarked on a county-wide initiative called "Getting Off The Lists". Historically, the County has often been at the top or the bottom of many of the lists used to measure a county's success, health, wealth, and development. However, we believe by focusing our efforts, supporting those already engaged in positive work in our focus areas, and establishing the necessary community infrastructure to sustain this work, we can create a new future for Edgecombe County.

To that end, the Board created the Education and Workforce Development Advisory Board (Advisory Board). The purpose of this Advisory Board is to provide strategic guidance to the County and partnering agencies with the ultimate goal of improving outcomes for education and workforce development. The Advisory Board includes representatives from a spectrum of views and interests.

**1. Membership.** The Advisory Board consists of twelve (12) members appointed by the Board of Commissioners as follows:

- A. One elected official representing Edgecombe County or a municipality located in Edgecombe County;
- B. One representative from Edgecombe County Public Schools;
- C. One representative from Turning Point Workforce Development Board;
- D. One representative from Edgecombe Community College;
- E. One representative from a company operating in Edgecombe County with 100 employees or less;
- F. One representative from a company operating in Edgecombe County with more than 100 employees;
- G. Two members representing non-profit organizations that provide education and workforce development services; and
- H. Four members at large representing the interests of the public regarding education and workforce development.

**2. Staff.** The Edgecombe County Manager will assign a staff liaison to the Advisory Board. He/she will also assign other staff as needed to provide the necessary support to the Board.

**3. Terms of office.** Except for initial appointees, each member serves for a term of two years. A member may not serve more than three consecutive terms. In the

case of a vacancy for any reason, the Board of Commissioners shall appoint a member representing the same interest to fill the unexpired term.

**4. Initial terms of office.** Initially, members appointed under section 1.A, B, C, and D will serve for two years, and members appointed under section 1.E, F, G, and H will serve for one year.

**5. Administration; meetings.** The initial chairperson and vice-chairperson are appointed by the Board of Commissioners. After the first year, the Advisory Board shall annually elect a chairperson and vice-chairperson. The chairperson and vice-chairperson will serve for a two-year period and may not serve for more than two terms.

The Advisory Board shall hold regular, public meetings at least quarterly. The chairperson may call special meetings of the Advisory Board as needed or whenever directed by the Board of Commissioners. The Advisory Board shall provide an update to the Board of Commissioners at least annually, or more frequently if requested by the Board of Commissioners.

**6. Duties.** The duties of the Education and Workforce Development Advisory Board include:

- A. Identify existing efforts relative to work that creates positive outcomes for education and workforce development;
- B. Identify gaps in services and resources needed to Get Off The Lists as it relates to education and workforce development;
- C. Advise the County Manager and Board of Commissioners on the development of support structures (capacity building; networking/collaboration; policy development; performance management, and leadership development).
- D. Advise the County Manager and the Board of Commissioners on the investment of county funding and other resources on efforts to support education and workforce development;
- E. Advising agencies that have partnered with Edgecombe County in their efforts to "Get Off The Lists"; and
- F. Receive input from the Education and Workforce Community Group.

## Edgecombe County Affordable and Safe Housing Advisory Board

The Edgecombe County Board of Commissioners has embarked on a county-wide initiative called "Getting Off The Lists". Historically, the County has often been at the top or the bottom of many of the lists used to measure a county's success, health, wealth, and development. However, we believe by focusing our efforts, supporting those already engaged in positive work in our focus areas, and establishing the necessary community infrastructure to sustain this work, we can create a new future for Edgecombe County.

To that end, the Board created the Affordable and Safe Housing Advisory Board (Advisory Board). The purpose of this Advisory Board is to provide strategic guidance to the County and partnering agencies with the ultimate goal of improving outcomes for affordable and safe housing. The Advisory Board includes representatives from a spectrum of views and interests.

**1. Membership.** The Advisory Board consists of twelve (12) members appointed by the Board of Commissioners as follows:

- A. One elected official representing Edgecombe County or a municipality located in Edgecombe County;
- B. Two representatives from a non-profit or community development corporation that has housing as a primary component of its mission;
- C. One non-profit that addresses homelessness or transitional housing as a primary component of its mission;
- D. One private housing developer;
- E. Three members representing non-profit organizations that provide housing related support services; and
- F. Four members at large representing the interests of the public regarding affordable and safe housing.

**2. Staff.** The Edgecombe County Manager will assign a staff liaison to the Advisory Board. He/she will also assign other staff as needed to provide the necessary support to the Board.

**3. Terms of office.** Except for initial appointees, each member serves for a term of two years. A member may not serve more than three consecutive terms. In the case of a vacancy for any reason, the Board of Commissioners shall appoint a member representing the same interest to fill the unexpired term.

**4. Initial terms of office.** Initially, members appointed under section 1.A, B, and C will serve for two years, and members appointed under section 1.D, E, and F will serve for one year.

**5. Administration; meetings.** The initial chairperson and vice-chairperson are appointed by the Board of Commissioners. After the first year, the Advisory Board shall annually elect a chairperson and vice-chairperson. The chairperson and vice-chairperson will serve for a two-year period and may not serve for more than two terms.

The Advisory Board shall hold regular, public meetings at least quarterly. The chairperson may call special meetings of the Advisory Board as needed or whenever directed by the Board of Commissioners. The Advisory Board shall provide an update to the Board of Commissioners at least annually, or more frequently if requested by the Board of Commissioners.

6. Duties. The duties of the Affordable and Safe Housing Advisory Board include:

- A. Identify existing efforts relative to work that creates positive outcomes for affordable and safe housing;
- B. Identify gaps in services and resources needed to Get Off The Lists as it relates to affordable and safe housing;
- C. Advise the County Manager and Board of Commissioners on the development of support structures (capacity building; networking/collaboration; policy development; performance management, and leadership development).
- D. Advise the County Manager and the Board of Commissioners on the investment of county funding and other resources on efforts to support affordable and safe housing;
- E. Advising agencies that have partnered with Edgecombe County in their efforts to "Get Off The Lists"; and
- F. Receive input from the Affordable and Safe housing Community Group.

### Edgecombe County Health Equity Advisory Board

The Edgecombe County Board of Commissioners has embarked on a county-wide initiative called "Getting Off The Lists". Historically, the County has often been at the top or the bottom of many of the lists used to measure a county's success, health, wealth, and development. However, we believe by focusing our efforts, supporting those already engaged in positive work in our focus areas, and establishing the necessary community infrastructure to sustain this work, we can create a new future for Edgecombe County.

To that end, the Board created the Health Equity Advisory Board (Advisory Board). The purpose of this Advisory Board is to provide strategic guidance to the County and partnering agencies with the ultimate goal of improving outcomes for affordable and safe housing. The Advisory Board includes representatives from a spectrum of views and interests.

**1. Membership.** The Advisory Board consists of twelve (12) members appointed by the Board of Commissioners as follows:

- A. One elected official representing Edgecombe County or a municipality located in Edgecombe County;
- B. Three representatives from non-profits that have public health as a primary component of its mission;
- C. One representative from the Edgecombe County Human Services Board;
- D. Two representatives of private healthcare providers;
- E. One member representing an entity involved in parks and recreation; and
- F. Four members at large representing the interests of the public regarding health equity.

**2. Staff.** The Edgecombe County Manager will assign a staff liaison to the Advisory Board. He/she will also assign other staff as needed to provide the necessary support to the Board.

**3. Terms of office.** Except for initial appointees, each member serves for a term of two years. A member may not serve more than three consecutive terms. In the case of a vacancy for any reason, the Board of Commissioners shall appoint a member representing the same interest to fill the unexpired term.

**4. Initial terms of office.** Initially, members appointed under section 1.A, B, and C will serve for two years, and members appointed under section 1.D, E, and F will serve for one year.

**5. Administration; meetings.** The initial chairperson and vice-chairperson are appointed by the Board of Commissioners. After the first year, the Advisory Board shall annually elect a chairperson and vice-chairperson. The chairperson and vice-chairperson will serve for a two-year period and may not serve for more than two terms.

The Advisory Board shall hold regular, public meetings at least quarterly. The chairperson may call special meetings of the Advisory Board as needed or whenever directed by the Board of Commissioners. The Advisory Board shall provide an update to the Board of Commissioners at least annually, or more frequently if requested by the Board of Commissioners.

6. Duties. The duties of the Health Equity Advisory Board include:

- A. Identify existing efforts relative to work that creates positive outcomes for Health Equity;
- B. Identify gaps in services and resources needed to Get Off The Lists as it relates to Health Equity;
- C. Advise the County Manager and Board of Commissioners on the development of support structures (capacity building; networking/collaboration; policy development; performance management, and leadership development).
- D. Advise the County Manager and the Board of Commissioners on the investment of county funding and other resources on efforts to support Health Equity;
- E. Advising agencies that have partnered with Edgecombe County in their efforts to "Get Off The Lists"; and
- F. Receive input from the Health Equity Community Group.

## **ATTACHMENT #10**

# Memorandum

To:	Board of Commissioners	
From:	Eric Evans, County Manager 🕢	Fringeombo County
Date:	3/1/24	LUGGGUING COUNTY
	Acceptance of NC-911 Communications Sheriff's Office	Grant for the

Edgecombe County is being awarded a grant from the North Carolina 911 Board in the amount of \$41,654.45. The purpose of the grant is to purchase radios that will serve as back-up for the 911 Communications radio system. This grant does not require a match.

I recommend that you accept the grant award and approve the grant agreement as presented.

OFFICE OF THE COUNTY MANAGER



EDGECOMBE COUNTY P.O. BOX 219 • 3005 ANACONDA ROAD TARBORO, N.C. 27886

PHONE: 252.641.7911 FAX: 252.641.5411

February 1, 2024

**CLEVELAND ATKINSON, JR.** 

SHERIFF

Mr. Eric Evans, County Manager Edgecombe County 201 St Andrew St Tarboro NC 27886

Dear Mr. Evans:

The North Carolina 911 Board has approved Edgecombe County Sheriff's Office for a grant project to replace the portables we have that serve as a backup for our radio system in the 911 Communications Center. This grant is for **\$41,654.45**. This is not a matching grant however, Edgecombe County must purchase the radios from their vendor of choice and then upon verification by the NC 911 Board, Edgecombe County will be reimbursed the approved grant amount.

I have attached the grant agreement for your review, and to be placed on the County Commissioner's agenda for approval. The agreement is due back to the NC 911 Board no later than **Monday, April 1, 2024**. Failure to meet this deadline will result in the grant being de-obligated.

Sincerely,

Cleveland Atkinson, Jr. Sheriff of Edgecombe County Edgecombe County Sheriff's Office

CA:mjc

Attachments

Serving Edgecombe County with Integrity, Professionalism and Respect

#### EDGECOMBE COUNTY GRANT FORM

CONTRACTOR	Thomas Warren	Grant Administrator/Accounta
PORTA CAROLUT	Phone : (252)567-9266	Office 42
inancial Assist	ance Title/Grantor Name: 2023 Pol	rtable Radio PSAP Grant
Grantor (State	or Federal agency, private founda	tion etc.): NC 911 Board
irantor Contac	t Person: L.V. Pokey Harris	
irantor Phone	Number:_(919) 754-6621	
otal Grant Awa	ard: \$41,654.45	
irant Start Date	e: Grant	t End Date: 06/30/2025
		cella bacc.
a Federa If yes, lis	e assistance include Federal funds l agency)? <sup>No</sup> t CFDA number (should be provid	(funds from state may originate from
a Federa If yes, lis grantor) 2. Does the	e assistance include Federal funds l agency)? No	s (funds from state may originate from led in information received from
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Yearly maintenance and repairs. Portables may only be used in Dispatch. Must keep radios for at least 36 months.

9. List any laws, acts, or regulations specifying performance requirements of the County.

Reports due 5th day of each month

10. How will these funds address program needs within your dept/div?

They will serve as a backup system and replace the current outdated portables in the 911 Communications Center

11. Have you previously requested funding for this need either through the budget or grant funding? If so, when, and how much?

No

Attach the following:

- A Copy of the approved Grant agreement
- A grant project ordinance (example attached)
- A budget amendment (Finance will assign account numbers)(Attached form)

#### **Grant Execution Checklist**

### Upon Receipt of the Email with the Agreement Attached:

 $\Box$ Note the deadline for returning the signed Agreement that is set forth in that email.

□Read the entire draft Agreement.

□Circulate the draft Agreement to whomever is appropriate in the jurisdiction for review.

□If the Agreement must be approved by the City/Town Council or County Board of Commissioners, schedule that review in a timeline that allows the PSAP to meet the deadline for returning the signed Agreement.

#### To Execute the Agreement:

Do NOT use DocuSign.

Do NOT insert the date on the first page of the Agreement – that will be inserted by Board staff when returned for countersignature.

□ Have the County/City/Town Manager sign the document and complete the attestation.

□ Have the Finance Officer (or the Deputy Finance Officer who has been approved by the locality) conduct the preaudit required by G.S. 159-28.

□ Once the signatures and attestation have been completed, return the signed Agreement as a PDF by responding "Reply All" to the **original email** that Board staff used to send the Agreement to the PSAP.

Contract No.

#### AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the \_\_\_\_\_ day of the month of \_\_\_\_\_\_, 2024 by and between Edgecombe County, the Grantee and the North Carolina 911 Board (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together "the Parties") hereby agree to the following terms.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

#### **Edgecombe County**

By:	
Title:	

Date: \_\_\_\_\_

ATTEST:

.

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

By: \_\_\_\_\_

**Director of Fiscal Operations** 

#### N.C. 911 Board

By:	
Title:	
Date:	

#### WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 et seq. to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to purchase portable radios for the Primary PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

#### 1. Definitions:

a. Project: 2023 Portable Radio PSAP Grant.

b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.

c. Executive Director: Executive Director of the 911 Board.

d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.

e. Grantee: The unit of local government operating a Primary PSAP, as identified in the Grant Application, notwithstanding G.S. (3).

f. Grant Application: The Application submitted by the Grantee to request Grant Funds for the Project. The Application stated the model type and number of radios requested and the total amount of Grant Funds requested. The Grantee's Application is attached hereto as Exhibit C and incorporated herein.

g. Grant Funds: The amount stated in the Grant Application and authorized for award by the 911 Board.

h. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.

i. Interlocal agreement: Reserved.

j. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

k. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

l. Unit, or unit of local government:

As defined in N.C. Gen. Stat. \$143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. \$160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. <u>Scope of Project</u>: To purchase portable radios for the Grantee's Primary PSAP. The Grant Funds shall only be used to pay for the portions of the project that are Ineligible Costs.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports in the timeframe and using the templates contained in Exhibits A and B of this Agreement.

- c. Goals and objectives and terms for meeting the same include:
  - For the Grantee's Primary PSAP, purchase the number and type of portable radios identified in its Grant Application. The Grantee and its Primary PSAP agrees it will only use the Grant Funds to purchase the portable radios selected by the Grantee's Primary PSAP on the Grant Application. The Grantee and Grantee's Primary PSAP understand and agree that they cannot use the Grant Funds for any other purpose or purchase, including selecting a different type of portable radio that was available but not selected by the Grantee in the attached Grant Application.
  - 2. For each Board-approved seat denoted on the grant application, the Grantee's Primary PSAP will use grant funds to contract with a vendor to purchase the following:
    - a. 1 portable radio (including two batteries);
    - b. 2 chargers; one for the primary PSAP and backup PSAP;
    - c. Programming per radio cost, ARS Encryption, and Code Plug;

- d. Training for PSAP staff on use of the new portable radios; and
- e. Maintenance for each portable radio for the first 12 months, which will be included in the contract for sale.
- 3. All portable radios purchased by Grantee under this Agreement shall contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the Grantee deems appropriate to its jurisdiction.
- 4. Once activated on the VIPER system, the Grantee's Primary PSAP will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall become an addendum to this executed Grant Agreement. The submission will be required prior to any reimbursement by the Board.
- 5. The Grantee's Primary PSAP will keep each portable radio purchased using Grant Funds on the dispatch floor at a console exclusively for use by telecommunicators. The portable radios will not be kept elsewhere within the Primary PSAP, including supervisor offices. The radios will remain solely at the Primary PSAP and may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.
- 6. The radios will be maintained exclusively for the Grantee's Primary PSAP use. Neither the Grantee nor the Grantee's Primary PSAP will share, gift, loan, or otherwise allow the use of any of the portable radios purchased under this Grant Agreement using Grant Funds by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.
- 7. The Grantee agrees that it will maintain the radios exclusively for Grantee's Primary PSAP use for at least thirty-six (36) months. The Grantee and Grantee's Primary PSAP agree they will not resell, transfer, gift, or in any other manner convey the portable radios to any other entity. If the Grantee does not retain the radios on the Primary PSAP premises in accord with the terms of this Grant Agreement for at least 36 months, Grantee agrees it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.
- 8. Increase operability with surrounding emergency response resources and increase redundancy and security.
- 9. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

10. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.

11. Conduct thorough system(s) testing before acceptance.

d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.

e. Reserved.

f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. <u>Changes in the Project.</u>

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Subsection 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. <u>Consolidation</u>. Reserved.

5. <u>Term of Agreement</u>. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2025 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Section 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time. <u>However, both parties agree that if</u> the Grantee fails to place its order for the portable radios with its vendor by February 5, 2025, no extension of this Agreement will occur.

6. <u>Project Schedule</u>. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases, with the entire project completed in approximately fifteen (15) months: 1) procurement and planning; 2) delivery, programming, and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Subsection 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

7. <u>Delivery of Grant Funds</u>. The total Grant Funds equal the amount stated in the Grant Application contained in Exhibit C of this Agreement. Grant Funds shall be held by the 911 Board and delivered as follows:

Funds shall be released to Grantee to reimburse the Grantee for its purchase after a. receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. As stated in Subsection 2(c)(4) of this Grant Agreement, once activated on the VIPER system, the Grantee will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall be sent as a pdf file to the PSAP's assigned Regional Coordinator and shall become an addendum to this executed Grant Agreement. The Grantee agrees that it must submit the activation request form and until it does so, it shall not be reimbursed by the Board.

d. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

e. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

f. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq*.

g. In the event Grantee breaches any of the covenants or agreements contained in this Section, or any of the representations and warranties of Sections 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

h. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

i. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.

j. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.

k. Any costs associated with completing the project that are not eligible for reimbursement through Grant Funds, as set forth in the Grant Application, must be paid through Grantee's general funds. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application.

8. <u>Travel Expenses</u>. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <u>http://www.osbm.state.nc.us</u>. Original receipts for such expenses shall be retained by Grantee.

#### 9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. <u>Conflicts of Interest</u>. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. <u>Obligation of Funds</u>. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or

b. If the Grantee does not complete the project by the end of the Term of the Agreement, set forth in Section 5 of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

#### 12. Project Records.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

#### 13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

#### 14. <u>Termination</u>; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The Grantee agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Section 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. <u>Liabilities and Loss</u>. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the 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 of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. <u>Bankruptcy of Third Parties</u>. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. <u>Remedies</u>. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. <u>Entire Agreement</u>. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee agrees that the funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. \$ 14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. \$ 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. <u>Performance Measures</u>. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. <u>Subcontracting</u>. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. <u>Excusable Delay (Force Majeure)</u>. Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. The parties agree that Grantee failing to place an order for the portable radios by February 5, 2025, does not constitute excusable delay.

23. <u>Dispute Resolution</u>. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to

submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,

b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,

c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,

d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Section 28 below following the agreement to mediate,

e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and

f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with any of the requirements of this Agreement, including reporting requirements.

c. <u>Nondiscrimination</u>. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

d. <u>Conflict of Interest</u>. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.

e. <u>Order of Precedence</u>. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents

and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. <u>Compliance with Laws</u>. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. <u>Non-Assignability</u>. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. <u>Personnel</u>. Grantee represents that is has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. <u>Future Cooperation</u>. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. <u>Illegal Aliens</u>. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. <u>Intellectual Property Rights</u>. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. <u>Confidential Information</u>. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq*. The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

a. That the Proprietary Information is protected as permitted by applicable law,

b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and

c. That the Proprietary Information is clearly marked as such.

27. <u>Proprietary Information</u>: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq*. Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL." By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. <u>Notice</u>. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board:	Attn: L. V. Pokey Harris, Executive Director N.C. 911 Board P.O. Box 17209 Raleigh, NC 27609
	Ph: 919-754-6621 E-Mail: pokey.harris@nc.gov
If to Grantee:	The PSAP Contact listed on the Grant Application, which is attached as Exhibit C. If the Contact changes, the Grantee must

notify the Board of the updated information by contacting the PSAP's assigned Regional Coordinator

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. <u>Construction</u>. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. <u>This Agreement will expire and Grant Funds will be deobligated if the Agreement is</u> not signed and returned to the 911 Board for countersignature no later than the date specified in the grant electronic mail correspondence in which it was sent to Grantee.

#### Exhibit A

#### **Reporting Schedule**

Grantee shall report the following to the Board, by providing information to the Executive Director:

- 1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
- 2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
- 3. A general project timeline of milestones is listed or incorporated herein.
- 4. Interim Reports
  - a. The Grantee shall submit one copy of the interim report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator on or before 1 February 2025, using the attached template in Exhibit B.
- 5. Final Project Report
  - a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period using the attached template in Exhibit B.
  - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
  - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

#### Exhibit B Interim and Final Grant Report Templates

- Use the Template language for both reports.
- Both reports must be submitted on the local government's letterhead with the date of submission.
- Both reports must be signed by <u>each</u> of the following: 1) the PSAP manager; 2) the locality's Finance Manager; and 3) the County or City Manager.

1. The Interim Report shall be submitted no later than February 1, 2025.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The portable radios contain the VIPER Statewide required template, as defined in the State Interoperability Executive Committee's SOG.

Once activated on the VIPER system, we will submit a completed copy of the subscriber unit activation request form as a pdf to the PSAP's assigned Regional Coordinator. *If the PSAP has already submitted the information, use this alternative language:* The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

Only applicable if the PSAP has not yet placed its radio order: <u>The PSAP understands that failing</u> to place its order for radios by February 5, 2025 means that it is not entitled to an extension pursuant to Section 5 of this Grant Agreement. Therefore, the PSAP understands that if it has not met the full extent of its obligations under this Grant Agreement, it will not be reimbursed by the Board and will have to pay for any purchases made in an attempt to fulfil its obligations under Grant Agreement with general funds.

2. The Final Report shall be submitted within 45 days of completing the project.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The radios and chargers were delivered {date}. Upon delivery, the programming, ARS Encryption, and code plug were installed.



#### 2023 Portable Radio PSAP Grant Application

PSAP Name: Edgecombe Central Communications

**PSAP Contact Name: Michael Catagnus** 

PSAP Contact Email: mcatagnus@edgecombeco.com

PSAP Contact Phone Number: (252) 641-7999

PSAP Address: 3005 Anaconda Rd., Tarboro, NC 27886

Date: 8/31/2023

Number of Board-approved seats: 5

Please double click in the cell to open the table. Once complete, close out the table to transfer data. \*\*\*The number of radios requested cannot exceed the number of Board-approved seats in the Primary PSAP.

Types of Radio Requested	Number of Radios	Per Radio Cost	Total funds requested
Motorola APX6000 700/800mhz	0	\$5,846.15	\$0.00
Motorola APX8000 700/800mhz/VHF/UHF Multiband	5	\$8,330.89	\$41,654.45
Tait TP9400 700/800mhz/VHF/UHF Multiband	0	\$3,154.50	\$0.00
Tait TP9600 700/800mhz/VHF/UHF Multiband	0	\$3,627.75	\$0.00
EF Johnson-Kenwood VP5000 700/800mhz	0	\$2,756.66	\$0.00
EF Johnson-Kenwood VP6000 700/800mhz	0	\$3,603.71	\$0.00
EF Johnson-Kenwood VP8000 700/800mhz/ VHF/UHF			
Multiband	0	\$5,498.91	\$0.00

## By submitting this application, the above-named PSAP acknowledges and agrees to the following:

This grant opportunity is available only to Primary PSAPs.

The PSAP will make direct purchase of the desired radios from the PSAP's vendor of choice. The PSAP's locality will be reimbursed for the purchase.

The Primary PSAP will be required to enter into a grant agreement with the Board upon approval of the application. The grant agreement will give the PSAP approximately 14 months to purchase the radios and complete programming and staff training.

This grant opportunity will provide the following per approved seat:

- 1 portable radio (including two batteries)
- 2 chargers; one for the primary PSAP and backup PSAP
- Programming per radio cost, ARS Encryption, and Code Plug
- Training for PSAP staff on use of the new portable radios
- Maintenance for the first 12 months

The number of awarded radios will not exceed the number of Board-approved seats.

Each portable radio must be kept on the dispatch floor at a console in order to be available for use by telecommunicators. The portable radios will not be kept elsewhere within the PSAP, including supervisor offices.

The radios may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

The radios will be maintained exclusively for the Primary's PSAP use. The PSAP will not share, gift, loan, or otherwise allow the use of any of the grant-awarded portable radios by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

The PSAP understands that the radios may be checked during PSAP assessments or Board staff visits to ensure that all Board-awarded portable radios are on premises.

All portable radios purchased through this program must contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the PSAP deems appropriate to its jurisdiction.

Once activated on the VIPER system, each PSAP must submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form will become an addendum to the executed Grant Agreement. The submission of the pdf will be required prior to any reimbursement by the Board.

The PSAP must pay for anything related to the radios that exceed the amount approved by the Board.

After the first year, the PSAP will pay for all maintenance for the radios out of its general fund. The PSAP understands that the maintenance will not be ETSF eligible.

The PSAP agrees that it will keep the radios for at least 36 months. It will not resell them or give them away to any other entity. If the PSAP does not retain the radios on the PSAP premises for at least 36 months, it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

#### The applicant PSAP must email this completed application form by 5 p.m. on Friday, September 29, 2023, to 911comments@its.nc.gov

Board Internal Use Only:

Regional Coordinator reviewed for accuracy.

Sinancial Review Specialist reviewed for accuracy.

Executive Director reviewed for accuracy and forward to legal counsel for preparation of Grant Agreement.
# **ATTACHMENT #11**

# Memorandum

To:Board of CommissionersFrom:Eric Evans, County ManagerDate:3/1/24Re:Resolution Designating Map Review Officer

NC General Statutes requires the Board to designate by resolution staff who will serve as our mapping and land records Review Officer as well as Alternate Review Officers. Presented for your consideration is the attached Resolution to designate G. Ray Wilson, our GIS Coordinator, as our Review Officer, and Tarasa Lewis, Kaitlin Keel, Katina Braswell, P. Bryan McIntyre, and Casie Price as Alternate Review Officers.

I recommend that you approve the resolution as presented.

### RESOLUTION DESIGNATING A MAP REVIEW OFFICER PURSUANT TO G.S. 47-30.2

### March 4, 2024

WHEREAS, Section 30.2 entitled "Review Officer" or Chapter 47 entitled "Probate and Registration" of the General Statutes of North Carolina adopted by the General Assembly of North Carolina requires the Board of Commissioners of each County, by Resolution, to designate by name one or more persons experienced in mapping or land records management as a Review Officer to review each map and plat required to be submitted for review before the map or plat is presented to the Register of Deeds for recording; and

WHEREAS, such section also provides that each person designated a Review Officer shall, if reasonably feasible, be certified as a Property Mapper pursuant to G.S.§47-54.4 of the General Statues of North Carolina; and

WHEREAS, G. Ray Wilson, an employee in the office of the Edgecombe County Tax Administration and meets the requirements for designation as a Review Officer;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Edgecombe County pursuant to G.S.§47-30.2 of the General Statutes of North Carolina that G Ray Wilson be and he is hereby designated as a Review Officer to review each map and plat required to be submitted for review before the map or plat is presented to the Register of Deeds for recording; and Tarasa M. Lewis, Kaitlin L. Keel, Katina Braswell, P Bryan McIntyre, Casie Price, Morgan Deans and Dervin Spell are each designated as Alternate Review Officers to act as Review Officer in the absence or unavailability of the said G Ray Wilson; and

BE IT FURTHER RESOLVED that this Resolution designating G Ray Wilson as a Review Officer and designating Tarasa M. Lewis, Kaitlin L. Keel, Katina Braswell, P Bryan McIntyre, Morgan Deans and Dervin Spell Alternate Review Officers to act in the absence or unavailability of said G Ray Wilson be recorded in the Edgecombe County Public Registry and indexed on the Grantor Index in the name of title Review Officer.

ADOPTED this the 5th day of February, 2024.

Leonard Wiggins, Chairman Edgecombe County Board of Commissioners

ATTEST:

Frangie Mungo, Clerk to the Board

(Corporate Seal)



# TAX ADMINISTRATION OFFICE OF THE ASSESSOR

To: Board of County Commissioners
From: Tarasa M Lewis
Date: March 4, 2024
Re: Petition of Compromise - NCGS 105-312 (k)

### **OVERVIEW**

While performing damage assessments for the July 19, 2023 tornadic event in the northern part of the County, staff found a damaged agricultural warehouse as well as an adjacent shelter that was not listed in the tax records. Based on aerial photos and the relevant discovery statutes, a discovery letter was mailed to the taxpayer on August 18, 2023, retroactively listing the buildings for tax years 2018-2023 and including notice of rights to appeal within 30 days. After thirty days the bill was calculated and mailed to the taxpayer in the amount of \$88,061.45. On January 4, 2024 I had a conversation with the taxpayer regarding the discovered value and how he felt it didn't reflect the true structure as of the assessment years because the buildings were constructed in phases over several years. The taxpayer was advised to provide me with evidence of when and how the buildings were constructed along with a written petition to the Board of Commissioners in accordance with NCGS 105-312(k) for any consideration of change as that must be done by the Board of Commissioners at this stage.

Appellant	2023 Discovered Value	Property Description
Joel Jackson Boseman	\$8,307,684	6509 Old Battleboro Rd

Appellant's basis for appeal was his opinion of value. Taxpayer feels the discovered value is not true and accurate for the years of the discovery, 2023-2018, due to the discovered structures not being in the same condition on January 1 of the years in question. Taxpayer was able to provide the Assessor with written documentation including invoices, diagrams and photos for the various construction throughout the discovered years. Appraisal staff visited the property as well as reviewed documentation provided. Based off of my findings, I am now able to determine a true accurate value and recommend an adjustment to the 2023 discovery tax bill for your consideration of adjustment in accordance with NCGS 105-312 (k).

### Recommendation: Adjust combined tax value to \$2,719,604



a 1023 Discovery Workshe 2/1/2024 DATE:

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TAXPAYER NAME: TAXPAYER ADDRESS; PROPERTY DESCRIPTION;

Joel Jackson Boseman ACCT# 203020 6509 Old Battleboro Rd- 3873-04-7974-00

\$ 591.376.00       \$ 55.598.00       \$ 520.500.00       \$         0.000000       0.000000       0.000000       0.000000         0.000000       0.000000       0.000000       \$         8.1376.01       \$ 550.50       0.000000       \$         0.000000       0.000000       0.000000       \$       \$         8.108.07       \$ 550.50       \$       \$       \$         8.11.8       \$ 550.50       \$       \$       \$         8.095.0       0.00950       \$       \$       \$       \$         8.108.07       \$ 550.50       \$       \$       \$       \$       \$         8.108.07       \$ 528.18       \$ 528.18       \$ <t< th=""><th></th><th></th><th></th><th>57.07</th><th></th><th>2022</th><th>2021</th><th></th><th>2020</th><th>\$107</th><th>2018</th><th>TTO-</th><th>GRAND TOTAL</th></t<>				57.07		2022	2021		2020	\$107	2018	TTO-	GRAND TOTAL
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This is not a bill, this is an estimate of taxes due if a discovery is made.

### 105-512. Discovereu property; appraisai; penaity.

(a) Repealed by Session Laws 1991, c. 34, s. 4.

(b) Duty to Discover and Assess Unlisted Property. – It shall be the duty of the assessor to see that all property no roperly listed during the regular listing period be listed, assessed and taxed as provided in this Subchapter. The assesses hall file reports of such discoveries with the board of commissioners in such manner as the board may require.

(c) Carrying Forward Real Property. – At the close of the regular listing period each year, the assessor shall compare th ix lists submitted during the listing period just ended with the lists for the preceding year, and he shall carry forward to the sts of the current year all real property that was listed in the preceding year but that was not listed for the current yea Vhen carried forward, the real property shall be listed in the name of the taxpayer who listed it in the preceding year unless nder the provisions of G.S. 105-302, it must be listed in the name of another taxpayer. Real property carried forward in the name shall be deemed to be discovered property, and the procedures prescribed in subsection (d), below, shall be followe nless the property discovered is listed in the name of the taxpayer who listed it for the preceding year and the property of subject to appraisal under either G.S. 105-286 or G.S. 105-287 in which case no notice of the listing and valuation nee e sent to the taxpayer.

(d) Procedure for Listing, Appraising, and Assessing Discovered Property. – Subject to the provisions of subsection (c bove, and the presumptions established by subsection (f), below, discovered property shall be listed by the assessor in th ame of the person required by G.S. 105-302 or G.S. 105-306. The discovery shall be deemed to be made on the date that the abstract is made or corrected pursuant to subsection (e) of this section. The assessor shall also make a tentative appraisa f the discovered property in accordance with the best information available to him.

When a discovery is made, the assessor shall mail a notice to the person in whose name the discovered property has bee sted. The notice shall contain the following information:

- (1) The name and address of the person in whose name the property is listed;
- (2) A brief description of the property;
- (3) A tentative appraisal of the property;
- (4) A statement to the effect that the listing and appraisal will become final unless written exception thereto a filed with the assessor within 30 days from date of the notice.

Upon receipt of a timely exception to the notice of discovery, the assessor shall arrange a conference with the taxpayer t fford him the opportunity to present any evidence or argument he may have regarding the discovery. Within 15 days after the conference, the assessor shall give written notice to the taxpayer of his final decision. Written notice shall not be equired, however, if the taxpayer signs an agreement accepting the listing and appraisal. In cases in which agreement is not eached, the taxpayer shall have 15 days from the date of the notice to request review of the decision of the assessor by the oard of equalization and review or, if that board is not in session, by the board of commissioners. Unless the request for eview by the county board is given at the conference, it shall be made in writing to the assessor. Upon receipt of a timel equest for review, the provisions of G.S. 105-322 or G.S. 105-325, as appropriate, shall be followed.

(e) Record of Discovered Property. – When property is discovered, the taxpayer's original abstract (if one was submitted hay be corrected or a new abstract may be prepared to reflect the discovery. If a new abstract is prepared, it may be file /ith the abstracts that were submitted during the regular listing period, or it may be filed separately with abstract esignated "Late Listings." Regardless of how filed, the listing shall have the same force and effect as if it had bee ubmitted during the regular listing period.

(f) Presumptions. – When property is discovered and listed to a taxpayer in any year, it shall be presumed that it shoul ave been listed by the same taxpayer for the preceding five years unless the taxpayer shall produce satisfactory evidenc at the property was not in existence, that it was actually listed for taxation, or that it was not his duty to list the propert uring those years or some of them under the provisions of G.S. 105-302 and G.S. 105-306. If it is shown that the propert hould have been listed by some other taxpayer during some or all of the preceding years, the property shall be listed in th ame of the appropriate taxpayer for the proper years, but the discovery shall still be deemed to have been made as of th ate that the assessor first listed it.

(g) Taxation of Discovered Property. – When property is discovered, it shall be taxed for the year in which discovere nd for any of the preceding five years during which it escaped taxation in accordance with the assessed value it should hav een assigned in each of the years for which it is to be taxed and the rate of tax imposed in each such year. The penaltic rescribed by subsection (h) of this section shall be computed and imposed regardless of the name in which the discovere roperty is listed. If the discovery is based upon an understatement of value, quantity, or other measurement rather than a mission from the tax list, the tax shall be computed on the additional valuation fixed upon the property, and the penaltic rescribed by subsection (h) of this section shall be computed on the basis of the additional tax.

(h) Computation of Penalties. – Having computed each year's taxes separately as provided in subsection (g), above, then hall be added a penalty of ten percent (10%) of the amount of the tax for the earliest year in which the property was no sted, plus an additional ten percent (10%) of the same amount for each subsequent listing period that elapsed before the roperty was discovered. This penalty shall be computed separately for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and the same amount for each year in which a failure to list occurred; and t

ix receipt.

(h1) Repealed by Session Laws 1991, c. 624, s. 8.

(i) Collection. – For purposes of tax collection and foreclosure, the total figure obtained and recorded as provided i ubsection (h) of this section shall be deemed to be a tax for the fiscal year beginning on July 1 of the calendar year in whic is property was discovered. The schedule of discounts for prepayment and interest for late payment applicable to taxes for is fiscal year referred to in the preceding sentence shall apply when the total figure on the single tax receipt is paid lotwithstanding the time limitations contained in G.S. 105-381, any property owner who is required to pay taxes or iscovered property as herein provided shall be entitled to a refund of any taxes erroneously paid on the same property t ther taxing jurisdictions in North Carolina. Claim for refund shall be filed in the county where such tax was erroneousl aid as provided by G.S. 105-381.

(j) Tax Receipts Charged to Collector. – Tax receipts prepared as required by subsections (h) and (i) of this section for the taxes and penalties imposed upon discovered property shall be delivered to the tax collector, and he shall be charge with their collection. Such receipts shall have the same force and effect as if they had been delivered to the collector at the me of the delivery of the regular tax receipts for the current year, and the taxes charged in the receipts shall be a lien upo the property in accordance with the provisions of G.S. 105-355.

(k) Power to Compromise. – After a tax receipt computed and prepared as required by subsections (g) and (h) of the ection has been delivered and charged to the tax collector as prescribed in subsection (j), above, the board of count ommissioners, upon the petition of the taxpayer, may compromise, settle, or adjust the county's claim for taxes arisin therefrom. The board of commissioners may, by resolution, delegate the authority granted by this subsection to the board of qualization and review, including any board created by resolution pursuant to G.S. 105-322(a) and any special boar stablished by local act.

(1) Municipal Corporations. – The provisions of this section shall apply to all cities, towns, and other municipal orporations having the power to tax property. Such governmental units shall designate an appropriate municipal officer t xercise the powers and duties assigned by this section to the assessor, and the powers and duties assigned to the board c ounty commissioners shall be exercised by the governing body of the unit. When the assessor discovers property having ixable situs in a municipal corporation, he shall send a copy of the notice of discovery required by subsection (d) to th overning body of the municipality together with such other information as may be necessary to enable the municipality t roceed. The governing board of a municipality may, by resolution, delegate the power to compromise, settle, or adjust ta laims granted by this subsection and by subsection (k) of this section to the county board of equalization and review cluding any board created by resolution pursuant to G.S. 105-322(a) and any special board established by local act. (1935, 310, s. 1109; 1971, c. 806, s. 1; 1973, c. 476, s. 193; c. 787; 1977, c. 864; 1981, c. 623, ss. 1, 2; 1987, c. 45, s; c. 743, ss. 1, 2; 1989, c. 522; 1991, c. 34, s. 4; c. 624, s. 8; 1991 (Reg. Sess., 1992), c. 961, s. 12; 1999-297, s. .)



**ATTACHMENT #13** 

# TAX ADMINISTRATION OFFICE OF THE ASSESSOR

March 4, 2024

To: Eric Evans, Edgecombe County Manager

From: Tarasa M Lewis, Edgecombe County Tax Administrator

### **RE: 2024 Board of Equalization and Review**

Please request the Commissioners to set the date for The Board of Equalization and Review to convene for its first meeting on Monday, April 1, 2024 at 6:00 pm and to adjourn Monday, May 6, 2024.

So far there are 0 appointments scheduled, we are estimating approximately 10% of our informal appeals will request an appointment. The higher number of appointments may require us to schedule those hearings outside the regular scheduled commissioners' meetings.

As a reminder, an email was sent out last week sharing information on a virtual training session available to members of the Board of Equalization and Review. If you would like to participate, the training will be offered on March 20, 2024 at 10:30 am. See your email for the meeting link.

I will contact Carol White to administer the Oath on the evening of April 1, 2024.

Advertisements will be published on March 22<sup>nd</sup> and March 30<sup>th</sup> in the Rocky Mount Telegram, in accordance with NCGS 105-322 (f).

# **ATTACHMENT #14**

# Memorandum

- To: Board of Commissioners
- From: Eric Evans, County Manager
- **Date:** 2/28/2024



**Re:** Kingsboro Industrial Park Phase II Sewer Extension

We received notice from the NC Department of Environmental Quality of a grant award for the Kingsboro Industrial Park Phase II Sewer Extension Project. The award, which are state appropriated funds, totals \$13,774,000. The project will involve construction of 44,000 LF of sewer force main, new sewer lift station, new Flow Monitoring System, installation of SCADA system along with other miscellaneous items. This project will help increase the sewer capacity at the Kingsboro Industrial Park to approximately 5 million gallons per day.

It is recommended that you approve the enclosed Grant Project Ordinance as presented.

OFFICE OF THE COUNTY MANAGER



### EDGECOMBE COUNTY GRANT FORM

Grant or Project Title: Kingsboro Industrial Park Phase II Sewer Extension

Grantor (State or Federal agency, private foundation etc.): NCDEQ - State Funding

Grantor Contact Person: Shane Beeson, Viable Utility Projects Unit - shane.beeson@deq.nc.gov

Grantor Phone Number: (919) 707-3614

Total Grant Award: <u>\$13,774,000</u>

Grant Start Date: 02-14-2024 Grant End Date:

- Does the assistance include Federal funds (funds from state may originate from a Federal agency)? <u>No</u>
   If yes, list CFDA number (should be provided in information received from grantor)
- 2. Does the grant period extend over more than one fiscal year? If Yes, list the periods: Yes-FY-24-FY-28
- 3. Are you planning to request funds each year? Yes If yes, please indicate fiscal years FY-24-FY-28
- 4. Is this a reimbursement grant? Yes
- 5. What are the reporting requirements? Monthly, Quarterly, Semi-Annually or At End of Grant? <u>Semi-Annually</u>
- 6. Who prepares reports? Michael Matthews Assistant County Manager
- 7. Is there a matching requirement for the County? If so, please explain:
  - No
- 8. What, if any, long term commitments for the County are involved if we accept the grant funds, i.e. program continuation after grant funding ceases? N/A

9. List any laws, acts, or regulations specifying performance requirements of the County.

NCDEQ

10. How will these funds address program needs within your dept/div?

Sewer Line Extension for Kingsboro Industrial Park

11. Have you previously requested funding for this need either through the budget or grant funding? If so, when, and how much? No

Attach the following:

- A Copy of the approved Grant agreement
- A grant project ordinance (example attached)
- A budget amendment (Finance will assign account numbers)(Attached form)

ROY COOPER Governor ELIZABETH S. BISER Secretary SHADI ESKAF Director



February 14, 2024

Mr. Eric Evans, County Manager Edgecombe County 201 St. Andrew Street Tarboro, NC 27886

> Subject: Letter of Intent to Fund S.L. 2023-134 Appropriations Act Directed Project Kingsboro Industrial Park Phase II Sewer Extension DWI Project No.: SRP-W-134-0040

Mr. Evans:

The Division of Water Infrastructure (Division) has received your *Request for Funding* for the aforementioned project for up to \$ 13,774,000 from the Drinking Water/Wastewater State Reserve as established in Session Law (S.L.) 2023-134. Projects funded from the State Reserve must meet applicable State laws and guidance for expenditure of these funds. The following table shows total S.L. 2023-134 appropriations for your local government, awarded projects and their funding amounts identified to date, and any remaining unobligated appropriations at the time of this letter.

S.L 2023-134 Approved Projects for S.L. 2023	-134 Section 12.2.(e) L	ine # 55 Appropriation
<b>Appropriated Funds Available for Projects</b>		\$ 13,774,000
Project Name	Project Number	Maximum Funding Amount
Kingsboro Industrial Park Phase II Sewer Extension	SRP-W-134-0040	\$ 13,774,000
Total Appropriations requested		\$ 13,774,000
Total Appropriations remaining		\$ 0

### S.L. 2023-134 Appropriations Act Approved Projects

The first milestone for this project is the submittal of an Engineering Report by June 3, 2024. The Engineering Report must be developed using the guidance found on our website (https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information-document) Some projects may be eligible to submit an abbreviated engineering report. For questions about these additional requirements, please contact Shane Beeson, Viable Utility Projects Unit, at 919-707-3614 or at shane.beeson@deq.nc.gov.



### DocuSign Envelope ID: 6CE12587-5EB6-4B21-93AC-D202B11E62B6

Mr. Eric Evans, County Manager Edgecombe County February 14, 2024 Page 2 of 3

Please note that this intent to fund is contingent on meeting all the following milestones:

Milestone	<b>Milestone Date</b>
Engineering Report Submittal	June 3, 2024
Engineering Report Approval	November 1, 2024
Bid-and-Design/Permit Package Submittal	May 1, 2025
Bid-and-Design Package Approval	September 2, 2025
Advertise Project, Receive Bids, Submit Bid	T 0.0007
Information, and Receive Authority to Award	January 2, 2026
Execute Construction Contract(s)	February 6 2026

\*An engineering alternatives analysis (EAA) may be required on certain projects. See: https://deq.nc.gov/about/divisions/water-resources/water-quality-permitting/npdeswastewater/permitting-process

Additional information is required to be submitted in the Engineering Report for all distressed systems, regardless of funding source, to demonstrate how the project moves the local government unit towards viability. Guidance on these requirements can be found on the Division's website on the "I Have Funding" page under the Engineering Report section.

### Requirements of Distressed Local Government Units

Local government units designated as "distressed" under §159G-45(b) must complete associated requirements of the statute by:

- 1. Conducting an asset assessment and rate study.
- 2. Participating in a training and educational program.
- 3. Developing a short-term and long-term action plan considering all the following:
  - a. Infrastructure repair, maintenance, and management;
  - b. Continuing education of the governing board and system operating staff; and
  - c. Long-term financial management plan.

Projects addressing these statutory requirements are typically eligible uses of direct appropriations.

The Division will consider milestone timeline modification including extensions provided that appropriate justification for granting extension is provided.

### Environmental Review Requirements

The State Environmental Policy Act exempts projects funded by the State Reserve (such as this project) from state-mandated environmental review. Federal requirements may still apply. [North Carolina General Statute (NC G.S.) 113A-12.(2).(h)]

### Permitting Assistance

We are offering a free, permit assistance service to address any questions you may have about potential permitting requirements, pitfalls, fees, and timelines. If interested, please complete our online form at <a href="https://deq.nc.gov/permits-rules/permit-assistance-and-guidance/permit-assistance-request-form">https://deq.nc.gov/permits-rules/permit-assistance-and-guidance/permit-assistance-request-form</a> and a regional environmental coordinator will contact you. When applying for a permit, attach a copy of this letter

### DocuSign Envelope ID: 6CE12587-5EB6-4B21-93AC-D202B11E62B6

Mr. Eric Evans, County Manager Edgecombe County February 14, 2024 Page 3 of 3

to your permit application. <u>Additional information on DEQ permit scoping services can be found at:</u> <u>www.deq.nc.gov/regional-office-scoping-meeting-flyer-deacs/download</u>

### Disbursement of Funds:

These funds will be disbursed to the local government unit after relevant costs are incurred by the local government and invoices are submitted to the Division. Up to 15% of the funds available for the project may be disbursed after costs are incurred during the pre-construction stage to cover design and planning costs. The remainder will be disbursed as invoices for incurred pre-construction and construction costs are submitted by the local government during construction. Only costs eligible under NC G.S. 159G may be covered by these funds. Projects must be administered in accordance with all applicable federal law and guidance, as well as North Carolina statutes.

### **Electronic Document Submittal:**

Recipients should now submit all project documents via the new supporting documentation submittal form located at <u>https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form</u>. The use of this form provides more seamless document tracking, processing, filing, accessibility, and security via our electronic document repository, Laserfiche. The link and a list of frequently asked questions can also be accessed from the Division's I Have Funding page, <u>https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding</u>.

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding. If you have any questions concerning this matter or require general assistance regarding your project's Division-awarded funding, please contact Shane Beeson, Viable Utility Projects Unit, at 919-707-3614 or at shane.beeson@deq.nc.gov.

Sincerely,

DocuSigned by: Suchi Edy

Shadi Eskaf, Director Division of Water Infrastructure

ec: William A. Larsen, PE (wlarsen@thewootencompany.com) Shane Beeson (DWI, via e-mail) Christyn Fertenbaugh, P.E. (DWI, via e-mail) Mark Hubbard, P.E. (DWI, via DocuSign) LF Project File (COM – LOIF) DWI Agreement ID: 2000073918

### **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 <u>Kingsboro Industrial Park Phase II Sewer Extension</u> contained in the Grant Agreement between the County and the North Carolina Department of Environmental Quality – Division of Water Infrastructure.

**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 of the North Carolina Department of Environmental Quality – Division of Water Infrastructure and the budget contained herein.

Section 3. The following amounts are appropriated for this project:

Construction		\$11,133,000
Engineering Fees		\$762,000
Contingency		\$1,879,000
	TOTAL	\$13,774,000

Section 4. The following revenues are anticipated to be available to complete this project:

NCDEQ Division of Water Infrastructure	
Drinking Water/Wastewater State Reserve	\$13,774,000
TOTAL	\$13,774,000

**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 4<sup>th</sup> day of March 2024

LEONARD WIGGINS, CHAIRMAN EDGECOMBE COUNTY BOARD OF COMMISSIONERS

ATTEST:

FRANGIE MUNGO CLERK TO THE BOARD



### EDGECOMBE COUNTY BUDGET CONTROL REQUEST

**Budget Revision Number** 

Journal Number

Date

FROM:	Michael Matthews

**RE: Utilities** 

DEPARTMENT

PURPOSE: Create budget for the Kingsboro Industrial Park Phase II Sewer Extension

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
		BODOLI	(DECREASE)	AMENDED BUDGET
REVENUES				
43-7138	NC DEQ - State Reserve	0	13,774,000.00	13,774,000
***				
		-	•	9
Total Revenues			13774000	
EXPENDITURES	Construction			
<u>43-7138-8100-00</u> <u>43-7138-8200-00</u>	Construction	0	11,133,000.00	11,133,000
43-7138-8900-00	Engineering Contingency	0	762,000.00	762,000
10 1 100 0000 00		0	1,879,000.00	1,879,000
	-			
		-	3	
Total Expenditures			13774000	
70741				
TOTAL			0	
		11	COBRECT -	MUST BE "CORRECT"
	DEPARTMENT HEAD	/////		
	DELARTICE THEAD MARK	ag a naan	11/	DATE 2-28-2024
This instrument has been	preaudited in the manner required by	the Local Government Bu	dget and Fiscal Contro	l Act.
	FINANCE OFFICER			
	FINANCE OFFICER			
	APPROVED	DECOMMENDED		
		RECOMMENDED		
	NOT APPROVED	NOT RECOMMENT	DED	
COUNTY MANAGER		DATE		
	ARD OF COMMISSIONERS:			
ACTION TAREN BY BO	AND OF COMMISSIONERS.			
APPROVE	D AND ENTERED ON MINUTES DA	TED		
NOT APPR	OVED-DATE:			
			CLERK TO THE B	
				Revised July 2021

### **APPOINTMENTS:**

...

- A. <u>Trillium Advisory Board</u>. See attachment.
- B. <u>Town of Princeville ETJ</u>. Mr. Robert Andrews is recommended.

<u>Recommendation:</u> Appoint Mr. Andrews.

C. <u>ABC Board</u>. Mr. C. B. Bunting, Mrs. Evelyn Powell and Mr. Charlie Harrell are recommended for reappointment.

Recommendation: Reappoint Mr. Bunting, Mrs. Powell and Mr. Harrell.

### Re. Trillium Appointments

### § 122C-118.1. Structure of area board.

-72

An area board shall have no fewer than 11 and no more than 21 voting members. The (a) board of county commissioners, or the boards of county commissioners within the area, shall appoint members consistent with the requirements provided in subsection (b) of this section. The process for appointing members shall ensure participation from each of the constituent counties of a multicounty area authority. If the board or boards fail to comply with the requirements of subsection (b) of this section, the Secretary shall appoint the unrepresented category. The boards of county commissioners within a multicounty area with a catchment population of at least 1,250,000 shall have the option to appoint members of the area board in a manner or with a composition other than as required by this section by each county adopting a resolution to that effect and receiving written approval from the Secretary. A member of the board may be removed with or without cause by the initial appointing authority. The area board may declare vacant the office of an appointed member who does not attend three consecutive scheduled meetings without justifiable excuse. The chair of the area board shall notify the appropriate appointing authority of any vacancy. Vacancies on the board shall be filled by the initial appointing authority before the end of the term of the vacated seat or within 90 days of the vacancy, whichever occurs first, and the appointments shall be for the remainder of the unexpired term.

(b) Within the maximum membership provided in subsection (a) of this section, the membership of the area board shall reside within the catchment area and be composed as follows:

- (1) At least one member who is a current county commissioner.
- (2) The chair of the local Consumer and Family Advisory Committee (CFAC) or the chair's designee.
- (3) At least one family member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
  - a. Individuals with mental illness.
  - b. Individuals in recovery from addiction.
  - c. Individuals with intellectual or other developmental disabilities.
- (4) At least one openly declared consumer member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
  - a. Individuals with mental illness.
  - b. Individuals with intellectual or other developmental disabilities.
  - c. Individuals in recovery from addiction.
- (5) An individual with health care expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.
- (6) An individual with health care administration expertise consistent with the scale and nature of the managed care organization.
- (7) An individual with financial expertise consistent with the scale and nature of the managed care organization.
- (8) An individual with insurance expertise consistent with the scale and nature of the managed care organization.
- (9) An individual with social services expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.
- (10) An attorney with health care expertise.
- (11) A member who represents the general public and who is not employed by or affiliated with the Department of Health and Human Services, as appointed by the Secretary.

G.S. 122C-118.1

- (12) The President of the LME/MCO Provider Council or the President's designee to serve as a nonvoting member who shall participate only in Board activities that are open to the public.
- (13) An administrator of a hospital providing mental health, developmental disabilities, and substance abuse emergency services to serve as a nonvoting member who shall participate only in Board activities that are open to the public.

Except as provided in subdivisions (12) and (13) of this subsection, an individual that contracts with a local management entity (LME) for the delivery of mental health, developmental disabilities, and substance abuse services may not serve on the board of the LME for the period during which the contract for services is in effect. No person registered as a lobbyist under Chapter 120C of the General Statutes shall be appointed to or serve on an area authority board. Of the members described in subdivisions (2) through (4) of this subsection, the boards of county commissioners shall ensure there is at least one member representing the interest of each of the following: (i) individuals with mental illness, (ii) individuals with intellectual or other developmental disabilities, and (iii) individuals in recovery from addiction.

(c) The board of county commissioners may elect to appoint a member of the area authority board to fill concurrently no more than two categories of membership if the member has the qualifications or attributes of the two categories of membership.

(d) Any member of an area board who is a county commissioner serves on the board in an ex officio capacity at the pleasure of the initial appointing authority, for a term not to exceed the earlier of three years or the member's service as a county commissioner. Any member of an area board who is a county manager serves on the board at the pleasure of the initial appointing authority, for a term not to exceed the earlier of three years or the duration of the member's employment as a county manager. The terms of members on the area board shall be for three years, except that upon the initial formation of an area board in compliance with subsection (a) of this section, one-third shall be appointed for one year, one-third for two years, and all remaining members for three years. Members shall not be appointed for more than three consecutive terms.

(e) Upon request, the board shall provide information pertaining to the membership of the board that is a public record under Chapter 132 of the General Statutes.

(f) An area authority that adds one or more counties to its existing catchment area under G.S. 122C-115(c1) shall ensure that the expanded catchment area is represented through membership on the area board, with or without adding area board members under this section, as provided in G.S. 122C-118.1(a). (2001-437, s. 1.11(b); 2002-159, s. 40(a); 2006-142, s. 4(e); 2007-504, s. 1.4; 2010-31, s. 10.7; 2012-151, s. 3(a); 2013-85, ss. 6, 7; 2017-6, s. 3; 2018-146, ss. 3.1(a), (b), 6.1.)

1.5.1

# SUMMARY OF RELEASES & AFTERLIST FOR THE MONTH OF JANUARY 2024

#### Total Annual Releases - 2023 Levy \$ 3,069.22 Total Annual Billing - 2023 Levy \$ -

Respectfully submitted,

Tarasa M Lewis Tax Administrator

# After-List and Release Monthly Summary

# AFTER-LISTS 2023 LEVY

	January	Thru Curr	Thru Current Month
REAL	\$	- \$ 271	2.717.644.661 00
PERSONAL	\$	54 S	722 811 214 AM
CO. WIDE	69		00.412,110,22
DOG			20,805,184.09
ETDE NTETNTAT	9	*	6,166.00
I TTAL OTO INTO I	•	**	1,275,757.67
SULID WASTE	\$		1 022 402 14
CONETOE	69		22 774 04
MACCLESFIELD	67	- 01	E7 640 70
PRINCEVILLE	63		01.010.10
PINETOPS	67		10.010.04
WHITAKERS	\$		70 400 40
SHARPSBURG	63		47 004 00
-EGETT	63		40,201.00
SPEED	- 69		10,100.67
DRAINAGE DIST		2 4	12,3/8.91
PENIAL TV		~	36,423.09
Name I V	8	\$	67,980.55
GARNESHMENT	\$	5	
ADVERTISEMENT	67		
GAP	69	- 41	147 843 0.4
PUBLIC UTILITIES	69		2 800 007 00
TOTAL	57		00" ING'0001"

# RELEASES- 2023 LEVY

			F	Thru Current
		January		Month
REAL	4	151,212.00	-	2,537.348.00
PERSONAL	••	92,924.00	•>	710.062 00
CO. WIDE	••	2,287.96	- 47	30.894.57
DOG	-		-	15.00
FIRE DISTRICT		176.29		1.440.33
SOLID WASTE	4	600.00	-	3.200.00
CONETOE	**		5	
MACCLESFIELD	-		-	707 10
PRINCEVILLE	44			814.21
PINETOPS	4		4	776.39
WHITAKERS	47		-	443.06
SHARPSBURG	4			
EGETT				
SPEED	•		-	
DRAINAGE DIST	47			
PENALTY	47	4.97		3.742 38
GARNISHMENT	-	•	-	
ADVERTISEMENT	••			
TOTAL		3,069.22	-	42.033.04

# RELEASES FOR BACK YEARS

	CUCC		1202	2020	2019	2018	2017
DEAL				NAME AND			
	a 15,000.00	~	15.000.00 \$	15 000 00	40.000		
	\$ 6.227.00		- 470 00		00.000.61	\$ 15,000.00	15.000.00
CO. WIDF			0'4/Z'M	3,603.00	5 1,963.00	\$ 1.963.00 S	1 063 00
	991.102	4	203.99 \$	176.73	161 15	404 45	1,303.00
\$		\$			2	CI.101	161.15
FIRE DISTRICT \$	20.46					-	1
WASTE	105.00		¢ 0.02		5 13.73	\$ 13.73 5	13 73
E E	14.0.0		125.00 \$	100.00 \$			
A	and the state of	\$					+
PRINCEVILLE \$		69					•
SHARPSBURG \$							
SPEED							
DATNAGE NET							
ACC OTO 1	0	~	•				
6ARNISHMENT \$		59					
ADVERTISEMENT \$		- 49	€			69	
PENALTY	4 07						
6	10-1		5.19 \$	1.97 \$	1.97	1 97 8	
A	352.09 \$	69	354.21 \$	294.15 \$	176.95		

		2016	2	2015	2014	2013	
REAL	69	15,000.00	69	15,000.00 \$		4	
PERSONAL	69		\$				
CO. WIDE	69	142.50	43	142.50			
DOG	\$		4				
RE DISTRICT	<del>69</del>	13.13	49	10.50 \$			
OLID WASTE	69		59				
CONETOE	69		67				
INCENTILE	\$		5				
<b>ARPSBURG</b>	69		5				
SPEED	69						
DRAINAGE DIST	47						
GARNESHMENT	47		5				
ADVERTISEMENT	\$		69		69		
PENALTY	47		\$				
TOTAL	\$	155.63 \$	57	153.00 \$		64	

# Public Utilities & GAP Monthly Summary

# 2023 LEVY PUBLIC UTILITIES

den in	Sep-23		Fiscal	
Real				
Personal	\$	444,452,441.00	S	444,452,441.00
Co. Wide	\$	2,500,758.52	S	2,500,758.52
Fire Districts	\$	164,735.20	5	164,735.20
Conetoe	\$		Ś	3,549.20
Princeville	\$	8,779.00		8,779.00
Sharpsburg	\$		\$	3,503.55
Speed	\$	610.81	\$	610.81
Leggett	\$	165.65	S	165.65
Pinetops	\$	3,423.76	s	3,423.76
Macclesfield	\$		ŝ	4,076,47
Whitakers	\$	10,305.64	\$	10,305.64
Total	\$		s	2,699,907.80

### 2023 LEVY GAPS

	Jul-23		Fiscal	
Real	in the second second	and the second second		
Personal			S	
Co. Wide	\$	135,739.05	s	135,739.05
Fire Districts	\$	6,364.18	S	6,364.18
Conetoe	\$		5	416.07
Princeville	\$		S	2,578.79
Sharpsburg	\$		5	359.51
Speed	S	36.59		36.59
Leggett	\$		s	4.23
Pinetops	\$		\$	1,511.05
Macclesfield	\$	387.45		387.45
Whitakers	S	416.12	5	416.12
Total	\$	147,813.04	\$	147,813.04

Vendor Name	Contract Amount		
Evtorian Frank		Service Description	Dent
EXIERIOF EXPERTS,	587,000	Painting of a Pod at the Detention Center. Already budgeted in	
Inc.		our annual CIP	Maintenance
The Wooten	\$362,000	Fingingering canticae for Vingehous lafes the state of the	
Company		funded	Utilities
Thompson, Price,	\$85.500 + \$2.500 (for	Fieral Voar 2004 and the second secon	
Scott, Adams &	TDA)	i issue i car zuza audit services. Funds already budgeted,	
Co.			Finance
	Contracts	Contracts Annroved hv the County Manager Far Lefanore	
None to report		The second of th	
this month			

### STATE OF NORTH CAROLINA

### Edgecombe County Detention Center Pod C Cleaning and Painting

THIS CONSTRUCTION REPAIR AGREEMENT (this "Agreement") is made and entered into this the \_\_\_\_ day of March, 2024, by and between Edgecombe County ("Edgecombe County"), a political subdivision of the State of North Carolina, and Exterior Experts, Inc., a North Carolina sole proprietorship ("Contractor"), collectively, the "Parties."

### WITNESSETH:

WHEREAS, Edgecombe County is the owner of that certain real property, including the improvements located thereon, known as the Edgecombe County Detention Center located at 3005 Anaconda Road, in Tarboro, NC and is a portion of the real property identified as Edgecombe County, Tax PIN 4718-79-3321-00 (Edgecombe County Detention Center); and

WHEREAS, it is necessary for Edgecombe County to clean and paint Edgecombe County Detention Center Pod C in Tarboro; and

WHEREAS, Edgecombe County solicited bids from several contractors to clean and paint the Edgecombe County Detention Center Pod C and Contractor was the lowest, responsive, and responsible bidder with a bid amount of \$87,000.00 (the "Bid"). The Bid is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, at its regular meeting on March 4, 2024, Edgecombe County considered and approved the terms of this Agreement and authorized Leonard Wiggins, Chairman of the Edgecombe County Board of Commissioners, to execute this Agreement and for Contractor to begin the work contemplated by this Agreement upon the full execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. <u>Contractor</u>. Contractor represents that it is licensed and qualified to perform the Work (as hereafter defined). Contractor shall have and maintain all licenses and certifications required to perform any and all work associated with this Agreement. Edgecombe County reserves the right to review all licenses and certifications to ensure they are properly kept in good standing.

Failure to maintain any required license or certification will constitute a breach of this Agreement and will result in the immediate termination of this Agreement.

Edgecombe County and Contractor shall be independent contractors, and nothing contained herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as being employees, agents, or principals of the other party hereto.

2. <u>Scope of Work</u>. The scope of work shall be that work needed to clean and paint the Edgecombe County Detention Center Pod C and shall be the work identified and detailed on Exhibit B attached hereto and incorporated herein (the "Work"). By executing this Agreement, Contractor warrants that it has thoroughly investigated and considered the Work to be performed and has carefully considered how the Work should be performed under this Agreement as well as the estimated cost of performing the Work. Contractor acknowledges that it has inspected the Edgecombe County Detention Center Pod C prior to submitting the Bid and executing this Agreement.

3. <u>Compensation</u>. Edgecombe County shall pay invoices regarding Contractor's performance of the Work within 14 days of receipt subject to, however, that the total sum paid by Edgecombe County to Contractor for the Work, or any work performed in accordance with this Agreement or related in any way to the cleaning and painting of the Edgecombe County Detention Center Pod C shall not exceed **\$87,000.00** (the "Cap"). Edgecombe County shall not owe any amount in excess of the Cap to the Contractor for any work related to or arising out of the work contemplated by this Agreement unless the Parties mutually agree in writing executed by the County Manager. The Parties may enter into change orders related to the Work as may become necessary upon mutual written agreement executed by both parties.

4. <u>Schedule and Performance of the Work</u>. Contractor shall commence performing the Work in a professional and workmanlike manner in accordance with the terms of this Agreement upon receipt of an executed copy of this Agreement and shall perform all of the Work as expeditiously as is commercially reasonable. All work shall be subject to inspection by an Edgecombe County Inspector at any time. If Contractor fails to perform the Work as directed by this Agreement or fails to perform the Work in a manner satisfactory to Edgecombe County, Edgecombe County may have the Work performed by others and the cost of such work will be deducted from any amounts due Contractor under the terms of this Agreement. 5. <u>Miscellaneous</u>. This Agreement shall be construed and interpreted both as to validity and performance of the Parties in accordance with the laws of the State of North Carolina. Venue of any action filed to enforce the terms of this Agreement shall be proper in Edgecombe County. No Party to this Agreement may assign or otherwise transfer any interest in this Agreement. This Agreement may be amended only by written agreement of the Parties. This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning the subject matter of this Agreement. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement on behalf of the Parties, warrant that each has the authority to enter into and execute this Agreement. Contractor, and all subcontractors, shall comply with Article 2, Chapter 64 of the North Carolina General Statutes (the E-Verify program).

6. <u>Termination</u>. This Agreement may be terminated by either Party for any reason upon fifteen days' written notice to the other Party. If this Agreement is terminated by either party prior to the completion of the work contemplated herein, Edgecombe County shall pay any invoices for work performed prior to termination, but Edgecombe County shall owe no further obligation to Contractor. Without waiving its right to terminate this Agreement, either Party, at its sole discretion, give the other Party notice of any default in this Agreement and permit the defaulting Party to cure the default.

7. <u>Notice</u>. Any notice to either Party hereunder shall be in writing and sent by prepaid, first-class mail, or via email, to the person designated as follows:

If to Edgecombe County:

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

If to Contractor:

Carson Sutton Exterior Experts 112 Wooten Circle Rocky Mount, NC 27804 8. <u>Indemnification</u>. Contractor shall indemnify and hold harmless Edgecombe County and its officers, commissioners, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act or failure to act of Contractor, its agents, directors, officers, subcontractors, or employees in this performance of the Work or arising in any way out of this Agreement.

9. <u>Insurance</u>. Contractor shall maintain limits of at least: \$1 million general liability; \$1 million bodily injury/\$2 million aggregate; \$1 million property damage per occurrence; auto liability of \$100,000 per claim, \$300,000 per incident; and workers compensation as required by North Carolina law.

10. <u>Conflicts of Interest</u>. No employee of Edgecombe County and no member of the governing body of Edgecombe County shall have any financial interest, either direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with this Agreement. Immediate family members of employees or members of the governing body of Edgecombe County are similarly barred from having any financial interest in this Agreement.

[Signature page follows this page.]

IN WITNESS WHEREOF, the Parties executed and entered into this Agreement as of the date first written above.

**Exterior** Experts

Carson Su tton, Jr. Owner

Edgecombe County

Attest

Leonard Wiggins, Chairman, Board of Commissioners Frangie Mungo, Clerk to the Board

Pre-Audit Certificate

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

Linda Barfield, Chief Finance Officer

<u>GL-10-4260-550000</u>

### EXHIBIT A

### **CONTRACTOR BID**

### **COST PROPOSAL SHEET**

1. Cleaning Pod C-1

2. Painting Pod C-1

- 3. Cleaning Pod C-2
- 4. Painting Pod C-2

4

Total Bid:

**Company Name** 

Date

Signature

### EXHIBIT B

### SCOPE OF WORK

### Cleaning

- All surfaces (walls, ceilings, floors doors, beds, etc.) are to be cleaned of dirt, grime, graffiti, food and/or any other foreign substances.
- All light fixtures must be opened and cleaned including lenses inside and outside of fixture.
- All vents must be cleaned.
- All skylights must be cleaned.
- All windows must be cleaned.

### Surface Prep

• All surfaces must be prepped according to the specified products guidelines and recommendations for proper adhesion.

### Painting

• All currently painted surfaces must be primed and painted with a minimum of two coats of specified products.

### Specified products

- See attached Benjamin-Moore Paint Specifications Guide



# PAINT SPECIFICATIONS

Edgecombe County Jail Pod Repaint

3005 Anaconda Rd Tarboro, NC 27886

Oct 6, 2023

Prepared by

Ed Giunco Benjamin Moore Territory Rep NC 919-412-3234 edward.giunco@benjaminmoore.com



### NORTH AMERICAN VOC REGULATIONS

### NATIONAL AIM RULE

NATIONAL ARCHITECTURAL & INDUSTRIAL MAINTENANCE RULE

INTENDED USE	VOC (g/l.)
Flat Coatings	250
Industrial Maintenance	450
High Heat Industrial Maintenance	420
Metallic Pigmented	500
Non-Flat Coatings	380
Non-Flat High Gloss	N/A
Waterproofing Sealers	700
Note: Implementation of future National AIM rule ha	is not been established

However, the states of Ohio, illinois, and Indiana have already adopted rules that parallel ihe OTC Phase 1 limits. Colocado has adopted a rule that parallels the OTC Phase II limits effective (5/1/2020).

### OTC

INTENDED USE	PHASE I VOC (g/L)	PHASE I
Flat Costings	100	50
Industrial Maintenance	340	250
High Heat Industrial Maintenance	420	420
Melallic Pigmented	500	N/A
Metallic Pigmented (excludes Zinc)	N/A	500
Non-Flat Coatings	150	100
Non-Flat High Gloss	250	150
Waterproofing Sealers	400	100
Floor Coalings	250	100
Zinc-Rich Primer	N/A	340
Dry Fall	N/A	150

Note: The OTC Phase II Model rule follows the CARB 2007 SCM limits. OTC States have begun implementation of OTC Phase II. States include (isted effective compliance date): Maryland (1/1/2017), Delaware (3/1/2017), Connecticul (3/1/2018), Rhode Island (1/1/2020), and New York (enforcement discretion - VOC limits in effect 1/1/2020).

The Virginia cities/counties of Alexandria, Arlington, Charles City, Chesterfield, Colonial Heights, Fairfax, Falls Church, Fredericksburg, Hanover, Hennco, Hopewell, Louden, Manassas. Manassas Park, Petersburg, Prince George. Prince William, Richmond, Spotsylvania, and Stafford follow OTC Phase I rules.

### LADCO

LAKE MICHIGAN AIR DIRECTORS CONSORTIUM

INTENDED USE	AIM VOC (g/L)	OTC PHASE . VOC (g/L)
Fial Coatings	250	100
Industrial Maintenance	450	340
High Heat Industrial Maintenance	420	420
Metallic Pigmented	500	500
Non-Flat Coalings	380	150
Non-Flat High Gloss	N/A	250
Waterproofing Sealers	700	400
Floor Coatings	N/A	250
Note: LADCO includes the sates of Illingis.	Indiana, Michigan, Wi	sconsin, and

Note: LAUCO includes the safes of lithids, including, including, withouthing, withouthing, and Ohio. Illinois, Indiana, and Ohio have adopted rules that parallel the OTC Phase I limits. Withouthing and Michtigan default to the National AM rule limits.

### CARB

### CALIFORNIA AIR RESOURCES BOARD

INTENDED USE	2002 SCM VOC (g/L)	2007 SCM VOC (g/L)	2019 SCM VOC (g/L)
Flat Coatings	100	50	50
Industrial Maintenance	340	250	250
High Heat Industrial Maintenance	420	420	420
Metallic Pigmented (excludes Zinc)	N/A	500	500
Non-Flat Coatings	150	100	50
Non-Flat High Gloss	250	150	50
Concrete/ Masonry Sealers	400	100	100
Floor Coalings	250	100	50
Zinc-Rich Primer	N/A	340	340
Dry Fall	N/A	150	50

Note: California has the most stringent VOC limits for coatings, which can be broken down into four applicable rules: AIM, CARB 2002 SCM, CARB 2007 SCM, and SCAOMD. The lower limits for the CARB 2019 SCM are effective 1/1/2022.

Colorado and the Utah counties of Box Elder, Cache, Davis, Salt Lake, Tooele, Utah, and Weber parallel the CARB 2007 SCM limits.

#### SCAQMD SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT INTENDED USE VOC (g/L) Flat Coatings 50 Industrial Maintenance 100 High Heat Industrial Maintenance 420 Metallic Pigmented (excludes Zinc) 150 Non-Flet Coalings 50 Waterproofing Sealers 100 Floor Coalings 50 Zinc-Rich Primer 100 Dry Fall 50

**CANADA AIM RULE** ARCHITECTURAL AND INDUSTRIAL MAINTENANCE RULE INTENDED USE VOC (g/L) Flat Coatings 100 Industrial Maintenance 340 High Heat Industrial Maintenance 420 Metallic Pigmenled 500 Non-Flat Coelings 150 Non-Flat High Gloss 250 Waterproofing Sealers 400 Floor Coatings 250



INPORTANT: The fundamental surface preparation guidelines contained herein are general, all-purpose recommendations. Refer to the product label and Technical Data Sheet for the surface preparation and application requirements of any specific product, which supersedes the information contained herein. It is the Painting Contractor's responsibility to read and follow all label and technical data directions and information and all safety requirements from the manufacturer of the products being used. Please consult with your Benjamin Moore® Architecture & Design Representative, Territory Representative, or authorized retailer for the recommended coating systems for the particular substrates and service environments of your project.

### SURFACE PREPARATION FUNDAMENTALS

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC, EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NICSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

I. Product selection, surface preparation, and application methods affect coaling performance. Improperly prepared surfaces will reduce the integrity and service life of a coaling. Selecting the appropriate products and implementation of proper surface preparation methods ensures coating adhasion to the substrate and prolongs the service life of the coating system. The proper method of surface preparation depends on the substrate, the environment, and the expected service life of the coating system. Project budget, surface contamination, and the coating system's effect on the substrate will also influence the selection of surface preparation depends on the substrate will also influence the selection of surface preparation service life of the coating system. Project budget, surface roots from set coating system's effect on the substrate will also influence the selection of surface preparation depends on the substrate will also influence the selection of surface preparation methods. The optimal config conditions for most coatings is 77° F (25° C) in 50% Relative Humidity. Review the product manufacturer's Technical Data Sheet (TDS) and special Instructions for surface preparation, application, temperature constraints, service environment recommendations, re-coat times, and product limitations.

2. Surfaces to be painted must be clean, dry, and in sound condition, free of dirt, dust, rust, grease, oil, soap, wax, toose or scaling paint, water soluble materials, and middew. Remove oil, dust, dirt, loose rust, or other contamination to ensure good adhesion. Remove any peeling or sceling paint, and sond these areas to feather edges smooth with adjacent surfaces. Glossy surfaces must be duiled by lightly sanding. Completely remove sanding dust before paint application. Drywall surfaces must be fare of sanding dust before extended application. Drywall surfaces must be fare of sanding dust before adjaces eavies, cellings, and overhangs should be washed with paint application. Drywall surfaces must be free of sanding dust. Unweathered exterior areas such as eaves, cellings, and overhangs should be woshed with a detergent solution and/or rinsed with a strong stream of water to remove contaminants that can interfere with proper adhesion. Wax should be removed by solvent cleaning. Grease and oil should be cleaned by using an Oil and Grease Emulsifier, such as Contecher (V600). Rust must be removed by blasting, hand sanding vigorously or by conscientious power tool cleaning. Remove lose, floking paint by scraping. Feather sand rough edges to insure a smooth finish cost. Dirt and chalk should be removed by power washing or hand scrubbing with an abresive cleaner and water, or an all-purpose cleaner such as Benjamin Moore Clean Multi-Purpose Cleaner (N318) followed by a clean water rinse. <u>Previously Painted Surfaces</u>, any surface preparation short of total removal of the old coating may compromise the service length of the system Measure adhesion by applying the specified coating system to the substrate, covering at least 2 to 3 square feet. Allow the coalung lo dry one week before administering the schedo lest per ASTM D3359. If the coating system is determined to be incompatible, complete removal of the old coating is required per ASTM bat259.

per ASTM DJ259

3. Mildew: Test for mildew by applying a solution of household bleach and water to any discolored areas; if discoloration dissolves and rinses away, mildew is present and the entire area to be coated should be thoroughly washed and rinsed with a solution of one-part liquid household bleach and three-parts water. Follow bleach manufacturer's instructions for safe handling and use of bleach solution. Protect plant life around the structure. Rinse and regest operation if all discoloration is not removed. Allow surfaces to dry 48 hours before painting. (Note: Bleach solutions may damage or discolor existing coatinos.

4. Primer: New surfaces should be fully primed, and previously painted surfaces may be primed or spot-primed, as necessary. Spot-prime with promlum quality primer before and after filling nail holes, cracks, and other surface impartections. For best hiding results. Until primer to the approximate shade of the finish coat, especially when a significant color change is desired. Certain custom colors require a Deep Color Base Primer tinted to a special prescription.

Initial Coal, especially when a significant color change is desired. Leftain custom colors require a Deep Color Base Primer Inited to a special prescription formula to achieve the desired color. Consult your part retailer. Park and Saturated Colors. For best hiding results, that the primer to the approximate shade of the finish coat, especially when a significant color change is desired. (Note: Be advised thal surface abtasions and scuft marks may be more obvious and/ or appear "chalky" in very dark colors, such as black, in a Matte or Flat finish. For very dark colors, consider a Satin or Eggshell sheen Instead.) <u>Reflicult Substrates</u>: Benjamin Moora-: offers a number of specialty primers for use over difficult substrates such as bleeding woods, grease stains, crayon markings, hard glossy surfaces, or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore - Architecture & Design Demonstration and the adhesion beneficial to an other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore - Architecture &

Design Representative, can recommend the right problem-solving primer for your specific needs.

5. Gypsum Board & Plaster: Repair cracks, holes and other surface defects with setting-type joint compound to produce surface flush with adjacent undamaged surfaces and free of voids. Apply as many costs of joint compound as needed to provide a crack-free surface with no visible edge joints. Use special care to provide a smooth surface free of irregularities in areas exposed to sharply angled or critical lighting. It is important to equalize the varying contract to receive the provide a smooth surface free of irregularities in areas exposed to sharply angled or critical lighting. It is important to equalize the varying special care to provide a smooth surface free of irregularities in areas exposed to sharply angled or critical lighting it is important to equalize the varying porosity of the joint compound and the paper surface of the gypsum board by applying a high-quality acrylic primer, such as Fresh Start-!: High-Hiding AI Purpose Primer (046), Ultra Spec-!: 500 interior Latex Primer (14534), or Aqua Lock e Plus 100% Acrylic Primer Coaler (AG-OXXX), or og shim-coating the entire surface of the gypsum board, followed by prime coat. New plaster surfaces must be allowed to cure 30 days before applying base coal. Cured plaster should be hard, have a slight sheen and maximum pH of 10; soft, porous or powdary plaster indicates improper cure. Never sand a plaster surface; knife off any protrusions and prime plaster before are alter applying patching compound. Prime with Fresh Start's High-Hiding AII Purpose Primer (046). Ultra Spec+ 500 Interior Latex Primer (N534), Ultra Spec \* Masonry Interior/Exterior 100% Acrylic Sealer (608), or Aqua Lock\* Plus 100% Acrylic Primer Sealer (AG-OXXX).

6. Masonry: New masonry surfaces must be allowed to cure 30 days before applying base cost. For masonry that has been allowed to cure for a minimum of 7 days under normal drying conditions and has a pH of 15 or less may be scaled with Ultra Spece: Masonry Interior/Exterior NOCE Acrylic Masonry Scaler (608) or Ultra Spece: Masonry Interior/Exterior NOCE Acrylic Masonry Scaler (609) prior to finishing. Rough or (Fitted, Cingler Block: All surfaces must be thoroughly brushed with still fiber bristles to remove loose particles. Prime with Ultra Spece: Masonry Interior/Exterior Noce Filter (57).

Weathered and Unpained, Soft with Age (Including Unglazed Brick): Remove any loose, sandy masonry by dry brushing. Prima with Ultra Spec - Masonry Interior/ Exterior 100% Acrylic Masonry Sealer (608).

7. Concrete-Vertical (Tilt-Up, Smooth Poured or Pre-Casi, Stucco): Concrete surfaces should cure for a minimum of 28 days. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all form release egents and curing compounds. Remove any powder or loose particles. In the event form oils or waxes are present, a thorough weshing with (V600) Corotech Oil & Greese emulsitic followed by sandblasting will be necessary to ensure good adhesion. The presence of form release egents and atancer deposits must be taken into consideration prior to painting new concrete surfaces. In the event form oils or waxes are present, a thorough washing with (V600) Corotech Oil & Greese emulsitier followed by sandblasting will be necessary to ensure good adhesion. The presence of form release egents and atancer deposits must be taken into consideration prior to painting new concrete surfaces. In the event form oils or waxes are present, a thorough washing with (V600) Corotech Oil & Greese emulsitier followed by sandblasting will be necessary to ensure good adhesion. Prime with Ultra Spec \* Masonry Internor/ Exterior 100% Acrylic Masonry Sealer (608) point of finshing.
••• Latance is a weak slurry of water and cement brought to the surface by over-troweing of concrete floors, or by vibrators used to displace air in fresh concrete of either title-up or poured-in-place concrete construction. This weak cement slury becomes brittle and lacks the cohesive strength of normal concrete to displace air for a soon disintegrate and evel uncoated voids. Laitance must be removed by wire-brushing or hourse or wire-brushing or pre-case as soon disintegrate and evel uncoated voids. Laitance was the removed by wire-brushing or concrete and backs the cohesive strength of normal concretes of either title-up or poured-in-place concrete construction. This weak cement slury becomes brittle and lacks the cohesive strength of normal concretes of either title-up or poured-in-place concrete co wed

concreta. It also may bridge air holes, which when coated can soon disintegrate and leave uncoated voids. Laitance must be removed by wire-brushing or brush-blasting. Acid etching using a solution of 1 part Caratech Concrete Etch (V620) mixed with 3 parts water con be used to remove bitance and open the pores, allowing good coating penetration.

### SURFACE PREPARATION FUNDAMENTALS (cont.)

8. Concrete- Horizontal (Floors, Driveways, Walkways): Proper surface preparation is essential for adhesion of floor Coatings. Sweep all dirt and trash from the surface, scrub floor with a stiff brush and strong detergent solution to romove all dirt, grease, oil, release agents, curing compounds, concrete hardeners, bitance, and other conteminants. Scrub greass and ol spots with Corotech Oil & Grease Emulsifier (V600). Scrub the floor a section at a time (IO' by IO') and thoroughly rinse each section before moving on. Once the entire floor is clean, rinse the floor thoroughly with clean water and allow to dry completely. Use a squeegee, if necessary, to remove panded water. Previously Painted Surfaces: Test existing paint for adhesion and coating compatibility so lifting of the old finish does not occur. (NOTE: Xylene coatings, such as INS<sup>1</sup> X, with Tuffictelt as Solvent Acrylic Watermorphics Concide Salar CELSSYX is built on and event there in the relief loor is clean as in the and event there is the paratic water and allow to dry completely.

such as INSL-X = Tuffcrete = Solvent Acrylic Waterproofing Concrete Stain CST-SXXX, should only be applied over other Xylene coatings. Xylene will lift or cut away at existing acrylic coatings.) Old painted concrete should be fully cleaned and sanded, if necessary. Remove contaminants which could impair coating performance or appearance. Loose or damaged concrete and cracks must be fulled with a suitable concrete-based patching material. Remove all for move and the suitable and due to the suitable concrete and cracks must be fulled with a suitable concrete-based patching material. Remove all the suitable and due to the suitable concrete and cracks must be fulled with a suitable concrete-based patching material. Remove all suitable concrete-based patching material. Suit coating performance or appearance. Loose or damaged concrete and cracks must be filled with a suitable concrete-based patching material. Remove all loose materials and dust. Remove loose or peeling point by sanding and scraping. Feather the edges to attain a smooth look to the finish coat. Test tha remaining paint for adhesion. Cut an X in the paint with a single edge razor blade. Apply duct tape firmly to the floor directly over the X. Remove the duct lope with one quick put. If more than 25% of the paint at the X is removed, it is recommended that all existing paint be removed. New or Unpainted Surfaces: Allow how concrete to cure for a minimum of 30 days. Loose or damaged concrete and cracks must be filled with a suitable concrete based patching material. Be sure to smooth the patch completely. Allow to dry in accordance with the manufacturer's instructions. Remove all loose materials and dust. All bere concrete floors need to be roughened to insure good adhesion. Mechanical abrasion methods such as grinding are recommended. Acid etching with a concrete etching solution, such as Corotech Concrete Etch (V620), or a 10% muritic acid solution to open and roughend the surface ensuch to assure open and roughents the alkalis safet may wise to done. When acid stching for the manufacturer's instructions. the surface enough to assure good adhesion and to noutralize the alkali satis may also be done. When acid etching, follow the manufacturer's instructions and safety precautions. Be sure to protect your eyes (googles) and skin (rubber gloves and boots) while preparing and using any acid solution. Neutralize the acid according to instructions on the etching solution package. After roughoning the concrete, thoroughly ninse the floor with dean water and allow to the barrier of the solution. the acid according to instructions on the etching solution package. After roughoning the concrete, thoroughly finse the floor with clean water and allow to dry thoroughly (at least 24 hours). Check for dryness using a moisture meter specific to masonry surfaces (2% moisture content or less) or ASTM D-4253 Plastic Sheet Test. Tape down a clear plece of plastic to the concrete floor for 24-48 hours. If molisture collects under the plastic or the slab haz darkened the moisture/vapor transmission is too high to accept a coating and will need additional drying time. The floor should have a roughoned feel, similar to 80 grit sandpaper. Please consult Technical Assistance for other surface preparations or for use in severe environments.

9. Exterior Wood Surfaces: Most adhesion failures on wood are caused by water or water vapor entrapped in the substrate. Pro-priming of wood surfaces before fabrication substantially reduces paint adhesion failures. Smooth planed clapboards or siding must be sanded thoroughly to break the "mill glaze" to allow proper constration and adhesion. Wood siding, trim sash, framing, and similar surfaces that exhibit blistering, paeling, or scaling must be deaned to a sound substrate by appropriate means. Exposed wood should be spot-primed with a Frush Starte exterior primer before applying an overall coat of primer. Hedium to heavy chalk depasits must be removed using high-pressure power washing. If middew is present, N318 Multi-Puppes (teamer should be added to the water according to label instructions. Un-weathered exterior areas such as eaves, ceilings, and overhangs should be washed with a datergent solution and/or rinsed with a strong stream of water from a garden hose to remove contaminants that can interfere with proper adhesion. Prevention of Euture Issues: Chronic negling discuss have be prevented by a programe by water according to label instructions.

Prevention of Future Issues: Chronic peeling and scaling may be overcome by venting clapboard siging with wedges, screened disks, or installation of an exhaust fan in the laundry room and bathrooms. Peeling around window and door frames can froquently be eliminated by caulking. Damp basements can also contribute to the absorption of water in wood substrates, which is frequently the result of drainage around the foundation.

#### rface Preparation for Stain

Autocomparation for paralise the second states and a state of the second states of the second of water to the dry substrate. If the water does not quickly penetrate, repeat prep or consult your Benjamin Moore e retailer, Weathered Wood, Prior to stalning, weathered wood must be treated with Benjamin Moore # Restore, for Grey & Weathered Wood (N316), following label directions, unit a sound surface is obtained (loase or damaged wood fibers removed).

directions, unite a sound surface is obtained (loose or domaged wood fibers removed). Previously Stained Surfaces This product can also be applied to surfaces previously stained with a transparent stain that is weathered but is not flaking or peeling. Remove contaminants or chalky residue from weathered stained surfaces previously stained with Benjamin Moore.» Clean, Multi-Purpose Cleaner (N318) and allow to dry thorougily. If the existing stam is flaking or peeling it should be removed prior to staining, Existing paint, stain or seeler can be removed by sanding with an On Floor machine or using Benjamin Moore.» Remove, Floish Remover (315). Unweathered areas such as caves, coings, overhangs or protected wall areas must be washed with Benjamin Moore.» Clean (M318) and rinsed with a strong stream from a garden hose to remove surface saits that can Interfere with proper adhesion. Mildew, Stains from mildew must be removed by Cleaning with Benjamin Moore.» Clean (N318) prior to coating the surface. ved by

10. Steel and Ferrous Hetal Surfaces. The performance of any coabing system is directly dependent upon the degree of surface preparation employed. All direct to metal coatings provide maximum performance over near white metal basted surfaces (SSPC-SP 10). There are, however, situations and cost considerations that may process this type of surface preparation from being dono. Constant's Industrial Coatings have been designed to provide protection over less than ideal surfaces. Removed of all contaminants should be completed in accordance with SSPC-SP 10). There are, however, situations and cost considerations that may process the type of surface preparation from being dono. Constant's Industrial Coatings have been designed to provide protection over less than ideal surfaces. Removed of all contaminants should be completed in accordance with SSPC-SP 10). There are, however, situations and cost (SSPC-SP 10). There are, however, situations and cost contained to a ideal of the ideal standard is a contaminent should be to provide an accordance with SSPC-SP 10). There are, been designed to provide groteetion followed by a high-pressure wash of at lessit 2500 PSI at 3 gallons per minute. After the surface is cleaned, the recommended standard is a commercial blast (SSPC-SP 0). The set provide provide to prevent flash rusting or surface contaminants. After the surface is cleaned, the recommended standard is a commercial blast soon as possible after the blast in order to prevent flash rusting or surface contamination. Hand tool cleaning (SSPC-SP 2) or power tool cleaning (SSPC-SP 3) can be used if blasting is not possible. In areas where adequate surface preparation is not possible the use of VISS 100% Solids Epoxy Pre-Primer is recommended.

IL Gelvanized Metal Surfaces: Standard paint systems such as oil or alkyd-based coatings or primers should not be applied directly on new, galvanized melal; oil and zinc have a reaction when in contact, creating ainc soap (a process known as saponification), which causes the coating to poel. New galvanized melal that has been exposed to the environment may be successfully coated. First, thoroughty clean the new, galvanized melal surface with (V600) Corotech? Oak Grease Emulsifier, then prime with Corotech? Acrylic Metal Primer (V10) or Uthrs Spece Acrylic Metal Primer (MPO4). Top-coating may be accomplished with most conventional solvent and water-thinned coatings. Weathered galvanized metal slding covered with "white rust" must be thoroughly cleaned by wire brushing or sanding

12. Aluminum and Non-Ferrous Metal Surfaces: Bare eluminum surfaces exposed to normal environments will eventually develop a dull, darkened eppearance. In a heavy industrial or salt air environment, extensive pixing and surface corrosion will develop. Non-corroded surfaces should be attraced by rubbing with fine steel wool, then aggressively cleaned with xylene or (V600) Corotech® Gil & Grease Emulsifier to remove deposits of dirt, grease, and steel wool dust. Pitted and comoded surfaces should be sanded, then wiped clean with sylene. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion.

13. Existing Metal (Corroded). Use Corotech\*-Rus: Arrestor (VI60) on tight adhering rusted steel surfaces such as structural steel, angle iron, conveyors, pipes, valves, fittings, duct work, fences, guard rails, wrought iron, grating, equipment, outdoor sign supports and frame-work, tanks, etc. VI80 can be top coaled with later, alkyd, urethane, or epoxy finishes. Rust Arrestor chemically transforms rust, halting the corrosion process and enabling the surface to accept a topcoat. Fight addicring rust must be present on the surface to be primed or the rust conversion process will not occur, if Corotech \*\* Rust Arrestor turns block (usually within 30 minutes) the conversion process was successful and a top-cost can be applied in 4 to 6 hours. If Corotech \*\* Rust Arrestor does not turn black, allow a minimum of 24 hours dry time before top-coating or "bleeding" may occur. Not Intended for use on non-rusted surfaces
# **APPLICATION- GENERAL**

A. Application of primers, paints, stains or coatings, by the Contractor, will serve as acceptance that surfaces were properly prepared in accordance with the manufacturer's recommendation.

B. Do not apply to wet or damp surfaces.

- 1. Allow new concrete or masonry to age for a minimum of 30 days, or follow manufacturer's procedures to apply appropriate
- coatings prior to 30 days.
- 2. Test new concrete for moisture content, 3. Wait until wood is fully dry.

C. Apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface; thins, brush marks, roller marks, orange-peel, or other application imperfections are not permitted. Uniformity apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.

D. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.

E. Inspect each cost before applying next cost touch-up surface imperfections with costing material, feathering, and sanding If required; touch-up areas to achieve flat, uniform surface without surface defects visible from 5 feet (1.5 m).

F. Remove dust and other foreign inaterials from substrate immediately prior to applying each coat.

6. Where paint application abuts other materials or other coating color, terminate coating with a clean sharp termination line without coating overlap.

H. Where color changes occur between adjoining spaces, through framed openings that are of same color as adjoining surfaces, change color at autside stop corner nearest to face of closed door.

I. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.

J. Re-prepare and re-coat unsatisfactory finishes; refinish entire area to corners or other natural terminations.



# INTERIOR PAINT SYSTEMS

SUB	SUBSTRATE: Concrete- Floor		LOGATION;	
COL	OR: Silver Gra	y (2131-60) LRV; 60	Floors of Pod must be grinded thoroughly before any product is applied. Also agregate should be applied to fina-	
-	1 <sup>ST</sup> COAT/ PRIMER			
NOITION	2 <sup>IID</sup> COAT	Corotech Polyamide Epoxy Coating Semi-Gloss (V400); WFT: 3.2 - 4.0 mils/ DFT: 2.0 - 2.5 mils; VOC: 324.4 g/L		
8	3 <sup>RD</sup> COAT	Corotech Anti-Slip Aggregate (Vi38)		
~	1 <sup>\$1</sup> COAT/ PRIMER			
OPTION	2 <sup>HD</sup> COAT	N/A		
	3RD COAT	N/A		

SUBSTRATE: Concrete Masonry Units (CMU)- Commercial/ Industrial		LOCATION:	
OR: Milkyway	(OC-110) LRV: 86	All Walls of the Pod area need to washed thercughly with V600 Grease & Oil Emulsifier	
1 <sup>91</sup> COAT/ PRIMER	INSL-X Prime Lock Plus Alkyd Primer/ Sealer (PS-8000); WFT: 2.4 - 2.9 mils/ DFT: 1.6 - 1.9 mils; VOC: 98.9 g/LN/A		
2ND COAT	Corolech Pre-Catalyzed Waterborne Epoxy SemI-Gloss (V341); WFT: 3.6 - 4.6 mils/ DFT: 1.5 - 1.9 mils; VOC: 75 g/L		
3 <sup>RD</sup> COAT	Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss (V341); WFT: 3.6 - 4.6 mits/ DFT: 1.5 - 1.9 mits; VOC: 75 g/L		
1 <sup>ST</sup> COAT/ PRIMER	N/A		
2"D COAT	N/A		
3 <sup>50</sup> COAT	N/A		
	DR: Milkyway 1 <sup>31</sup> COAT/ PRIMER 2 <sup>ND</sup> COAT 3 <sup>RD</sup> COAT 1 <sup>ST</sup> COAT/ PRIMER 2 <sup>4D</sup> COAT	DR: Milkyway (OC-110)    LRV: 86      1 <sup>91</sup> COAT/ PRIMER    INSL-X Prime Lock Plus Alkyd Primer/ Sealer (PS-8000); WFT: 1      2 <sup>ND</sup> COAT    Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss (V341);      3 <sup>RD</sup> COAT    Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss (V341);      1 <sup>ST</sup> COAT/ PRIMER    N/A      2 <sup>ND</sup> COAT    N/A	

SUB	STRATE: Gyp	psum Board, Plaster- Commercial/Industrial LOCATION:	State of the	
COL	OR: Milkyway	y (OC-110) LRV: 86 Ceilings of Pod Common Area, Cells and	Bathroom	
-	1 <sup>\$1</sup> COAT/ PRIMER	Primer Optional		
OPTION	2m COAT	Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss (V341); WFT: 3.6 - 4.6 mils/ DFT: 1.5 - 1.9 mils; VOC; 75 g/L		
0	3RD COAT	N/A		
5	1 <sup>ST</sup> COAT/ PRIMER	NA		
OPTICN	2ND COAT	NIA		
0	3 <sup>KD</sup> COAT	N/A		

NOTE: Do not color match or substitute products. For color accuracy and optimal results, use only genuine Benjamin Moore® paint and coating products. Please consult with your local Benjamin Moore® Architect & Designer Representative, Territory Representative, or authorized retailer on every project.

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# INTERIOR PAINT SYSTEMS

SUE	SUBSTRATE: Metal (Ferrous)		LOCATION:	
COL	OR: Night Flo	wer (1344) LRV: 11	Pod Doors, Window Trim, Stairs & Handraits. Surfaces need	
-	1 <sup>ST</sup> COAT/ PRIMER	to be checked for previous coatings adhesion integrity. + Corotech Prep All Universal Alkyd Primer (V132); WFT: 3.6 - 4.6 mils/ DFT: 1.8 - 2.3 mils; VOC: 393 g/L		
OPTION -	2 <sup>HD</sup> COAT	Ultra Spec HP DTM Acrylic Enamel Semi-Gloss (HP29); WFT: 4.0 - 5.4 mils/ DFT: 1.8 - 2.5 mils; VDC: 148 g/L		
	3 <sup>RD</sup> COAT	Ultra Spec HP DTM Acrylic Enamel Semi-Gloss (HP29); WFT: 4.0 - 5.4 mils/ DFT: 1.8 - 2.5 mils: VOC: 148 g/L		
2	1 <sup>ST</sup> COAT/ PRIMER	INS1-X Prime Lock Plus Alkyd Primer/ Sealer (PS-8000); WFT: 2.4 - 2.9 mils/ DFT: 1.6 - 1.9 mils; VOC: 98.9 g/L		
NOILdo	2 <sup>th</sup> COAT	Super Spec HP DTM Alkyd Semi Gloss (P24); WFT: 3.6 • 4.6 mil	s/ DFT: 1.7 - 2.3 mils; VOC: 391 g/L	
U	3RD COAT	Super Spec HP DTM Alkyd Semi Gloss (P24); WF7: 3.5 + 4.6 mils/ DFT: 1.7 - 2.3 mils; VOC: 381 g/L		

SUBSTRATE: Metal (Ferrous)		al (Ferrous)	LOCATION:	
COL	COLOR: Milkyway (OC-110) LRV: 86		All Bunks, Tables and Benches	
-	1 <sup>SI</sup> COAT/ PRIMER	Corotech Prep All Universal Alkyd Primer (V132): WFT: 3.6 - 4.6 mils/ DFT: 1.8 - 2.3 mils: VOC: 393 g/L		
NOLLO	2HD COAT	Uitra Spec HP DTM Acrylic Enamel Semi-Gloss (HP29); WFT: 4.0 - 5.4 mils/ DFT: 1.8 - 2.5 mils; VOC: 148 g/L		
0	3 <sup>RD</sup> COAT	Ultra Spec HP DTM Acrylic Enamel Semi-Głoss (HP29); WFT: 4.0 - 5.4 mils/ DFT: 1.8 - 2.5 mils; VDC: 148 g/L		
OPTION 2	1 <sup>ST</sup> COAT/ PRIMER	INSL-X Prime Lock Plus Alkyd Primen Sealer (PS-8000); WFT: 2.4 · 2.9 mils/ DFT: 1.6 - 1.9 mils; VOC: 98.9 g/L		
	2º0 COAT	Super Spec HP DTM Alkyd Semi Gloss (P24); WFT: 3.6 - 4.6 mils/ DFT: 1.7 - 2.3 mils; VOC: 391 g/L		
	3RD COAT	Super Spec HP DTM Alkyd Semi Gloss (P24); WFT: 3.6 - 4.6 mils/ DFT: 1.7 - 2.3 mils; VDC: 391 g/L		

SUE	STRATE: N/A	lia Location:	
COL	.0R: N/A		
-	157 COAT/ PRIMER		
OPTION	2 <sup>ND</sup> COAT	T N/A	
0	3RD COAT	Г N/A	
2	1 <sup>st</sup> COAT/ PRIMER	7 N/A	
	2 <sup>MD</sup> COAT	N/A	
0	3RD COAT	NIA	

NOTE: Do not color match or substitute products. For color accuracy and optimal results, use only genuine Benjamin Moore® paint and coating products. Please consult with your local Benjamin Moore® Architect & Designer Representative, Territory Representative, or authorized retailer on every project.

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# **Benjamin Moore**<sup>®</sup> **MAINTENANCE** AND AFTERCARE

# LATEX & ACRYLIC FINISHES

# What is The Recommended Procedure for Washing Latex Finishes?

The best approach to washing a wall is to start with the least aggressive method; water on a soft cellulose sponge. If this is not successful, use a mild, non-abrasive, mild solution of dish detergent. Be sure that the mixture is diluted to avoid harming the paint film.

# What Cleansers Should Not Be Used On A Painted Surface?

Most standard glass and household spray cleaners are formulated with strong solvents that can damage the paint finish, and are therefore not recommended for use on painted surfaces.

# How Soon Before A Newly Applied Latex Surface Can Be Washed?

Wait until the latex coating has had a chance to cure before washing it - typically at least 2 weeks following application. Deep colors may have some color rub off in a flat or low-sheen finishes. This does not indicate inferior or defective paint. Once the surface has dried, the paint should appear uniform.

## Paint will not be affected if:

- The paint has properly cured for 2 weeks.
- The paint is cleaned with a weak solution of water and dish detergent and cellulose sponge.

#### Washing Procedure

 Use one bucket for washing solution, and one for clean water rinsing. Use separate sponge (a large cellulose sponge works well) for each bucket.

#### 2. Wear rubber gloves to protect hands.

3. First try washing or spot cleaning painted surfaces with water. If this is not successful, advance to a weak mixture of water and mild, non-abrasive, dish detergent.

4. Begin washing at the bottom of the wall, working up, so the cleaning solution does not run down the dirty wall and cause streaks that could be difficult to remove.

5. When cleaning, rub gently in a circular motion to avoid damaging the paint.

6. After washing, dry off excess moisture with a soft, absorbent cloth.

#### Tips to Remember

Darker, flat paints are more susceptible to being damaged and having pigment rub off when they are scrubbed too harshly. Eggshell, satin or semi-gloss enamels withstand cleaning better than flat or matte coatings.

Test your cleaning solution in an inconspicuous corner first. If the wall color and finish look the same, but cleaner, continue washing the entire wall. Always rinse off the wall with clean water after using any type of cleaning agent.

→ The recommendations under this section are also applicable to other waterborne or alkyd paints.

# TWO-COMPONENT EPOXIES, URETHANES AND OTHER SIMILAR HIGH-PERFORMANCE COATINGS

Some items below are only needed for heavier-duty use environments as indicated; unless a bullet refers to a floor coating - it is also applicable to vertical surfaces.

For minor spills or stains, simply wipe with a soft cloth, sponge or towel.

For routine floor maintenance cleaning, use a soft bristle broom or a commercial dust mop.

· For heavy cleaning of a soiled floor, sweep away any loose debris and then mop the floor with a sponge mop (also called "hard foam" mop) with hot water and the suggested cleaning solution below:

o For removing oil, grease, fats, etc. use Corotech® Oil & Grease Emulsifier V600 or similar. o For maintenance cleaning, use Corotech® Citrus Cleaner V610 or similar. Refer to the Technical Data Sheet for dilution rates recommended by the manufacturer.

 Some road treatment compounds may find their way onto garage floors and leave a hazy film after cleaning. These can be removed with hot water and a deck brush (found almost hardware stores). Rinse to keep the compounds from drying onto the floor.

 Some stains may require light scrubbing with a commercial stain removing pad. Start with cold water then try hot water, and if still unable to remove with just water, use a soft scrub type cleaner and follow the manufacturer's recommendations. Do not use abrasive cleaning chemicals on the coating, as they will damage the appearance of the coating in the long run.

Exterior or garage floors can be lightly hosed clean, mopped or squeegeed dry.

 There is usually no need for harsh cleaners such as those that contains acids (citrus cleaners, vinegar, etc.), or for soap-based cleaners. Soap based cleaners tend to leave a residue. Soap cleaners can also make floors slippery.

• Use mats at entry doors to make it easier to remove snow and soilants from the bottoms of shoes when entering the coated floor area.

 Place a pad or a piece of wood under sharp objects or jack stands to prevent damage to the coated floors, especially when those objects are used for bearing heavy loads.

• Ensure all areas are clean and protect the floor with a mat before lifting heavy loads with rolling iacks.

 Avoid harsh cleaners, as they are usually not needed and they may damage the coating over the long run.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

## TOUCH UP

# Variables of Touch Up

Generally, there are four main variables that can produce a visible touch up. These variables can ultimately determine a successful repair or not.

- 1. When a different application method is used when touching up compared to how the original paint was applied.
- 2. The porosity of the surface to be repaired.
- 3. When the paint used for the touch is different from what was originally used.
- When the environmental conditions for the touch up differ from when the paint was originally applied.

#### Application Methods

When you use different application methods with the same paint job, touch-up problems can occur. Commonly referred to as a "Halo." For example, if you use a roller for your initial application and apply touch-up with a brush, differences in the paint film's profile may be noticeable. Roller nap leaves a different surface profile than brushes. When light reflects off these profiles, the resulting reflection causes the appearance of a difference in the sheen or color. Touch-up marks also can be noticed when there is a significant difference in the film thickness of the touch-up and the initial application.

In the field, the "halo" problem may be alleviated by stippling with a brush or otherwise trying to duplicate the texture of the original by using the same type of applicator. Diluting the repair paint by 5-10% may help by accommodating the difference in wicking. Wicking refers to moisture being absorbed into the surface. The main problem is that wicking will not occur at the same rate on a touch-up job versus the wicking rate of the original top-coat.

#### Surface Porosity

Porous substrates can cause touch up differences, in both color and degree of finish, particularly with high sheen eggshells and higher gloss finishes. An unprimed, porous substrate will absorb some of the paint's vehicle, which results in a slightly lower sheen or gloss level.

If a second topcoat is not applied to achieve the correct finish level, any subsequent touch up will be noticeable, as it will show up higher in gloss or sheen. In this case temperature makes no difference. A sheen and gloss difference will occur regardless.

Often, poor hiding is misdiagnosed as a color touch-up problem. If an unpainted, unprimed surface is coated with a clean white or transparent color, there may be some gaps in hiding the substrate. In order to provide the best hiding with these lightly toned colors, two topcoats are necessary. These should be applied over a primer sealer. If only one topcoat is applied and a subsequent touch-up is made, the color or sheen difference may stem from insufficient hide. Using a primer on porous substrates will provide the required sealing properties. In cases where a dramatic color change is taking place or a clean white or jewel tone color is being used, a pigmented primer will support and augment the hiding ability.

# Using the Original Material

Save some of the original paint at each job site specifically for touch-up purposes. Stored paint loses moisture over time and therefore contributes to a different wicking rate. The touch up should be contained to the smallest possible area when doing the repair, and you should feather the edges to make the new and old paints blend. Thin the paint to be applied with 5-10% of water when using water-based paint.

# **Temperature & Environmental Conditions**

Temperature changes between coats can cause touch ups to be lighter or darker than your original coat, especially when you work in temperatures that fall between  $40^{\circ}F - 60^{\circ}F$ . Typically, touch ups will be lighter in color if they are applied when the temperature is 10 degrees cooler than the initial application. If the reverse is true, the touch up can appear darker. Color differences with warmer temperatures—over 60 degrees—are less predictable. Problems may still occur, but they can also be caused by factors such as faster film drying and/or dry brushing.

#### Tips to Remember

• Keep a record that includes the product, sheen/gloss level, application method and color for each space.

Save a small amount of the original paint used in each area.

 Keep a record of custom color formulas and place of purchase if additional paint is needed for a repair.

Make note of natural break-points where entire sections can be re-painted if needed.

# SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of December 4, 2023 ("Effective Date") between

 Edgecombe County	("Owner") and

L.E. Wooten & Company dba The Wooten Company ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: <u>Kingsboro Industrial Park Phase II Sewer Extension</u> ("Project").

Engineer's services under this Agreement are generally identified as follows:

Field survey, easement mapping, engineering design, permitting, bidding, construction administration, construction observation, geotechnical investigation, and funding administration to provide the 44,000 LF of sewer force main ranging from 10"-16", one new sewer lift station, improvements to one existing sewer lift station, removal and replacement of one existing gravity flow monitoring station, installation of SCADA at the new sewer lift station, and miscellaneous cleanup, grading, and appurtenances. (Services").

Owner and Engineer further agree as follows:

# 1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: <u>Engineer shall complete</u> <u>services within thirty (30) months from the Effective Date of this Contract.</u> If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

# 2.01 Payment Procedures

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in

addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

# 2.02 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:
  - 1. A Lump Sum amount of \$400,000.00 divided as follows:

a.	Field Survey	\$25,000.00
b.	Engineering Design and Permitting	\$375,000.00

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

#### and

## 2.02 Basis of Payment—Hourly Rates Plus Reimbursable Expenses

- A. Owner shall pay Engineer for Services as follows:
  - An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
  - 2. Engineer's Standard Hourly Rates are attached as Appendix 2.
  - 3. The total compensation for Services and reimbursable expenses is estimated to be \$<u>362,000.00</u> divided as follows:

a.	Bidding and Negotiations	\$10,000.00
	Construction Administration	
	Construction Observation	
	Geotechnical Investigation	
	Funding Administration	
	On-Site Easement Survey	

# 2.03 Additional Services:

a. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.

# 2.04 Fee Summary

Description	Payment Method	Fee
Field Survey/Onsite Easement Mapping	Lump Sum	\$25,000.00
Engineering Desing and Permitting	Lump Sum	\$375,000.00
Bidding and Negotiation	Hourly Rate w/ Ceiling	\$10,000.00
Construction Administration	Hourly Rate w/ Ceiling	\$90,000.00
Construction Observation	Hourly Rate w/ Ceiling	\$222,000.00
Geotechnical Investigation	Cost x 1.1	\$15,000.00
On-Site Easement Survey	Hourly Rate w/ Ceiling	\$5,000.00
Funding Administration	Hourly Rate w/ Ceiling	\$20,000.00
Total Project Fee:		\$762,000.00

# 3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
       Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such

party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

# 4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

# 5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project and (2) agree that Engineer's total liability to Owner

under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

# 6.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

# 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating,

#### Page 6

relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

# 8.01 Attachments:

Appendix 1 – Design Services, Construction Contract Administration, Construction Observation, Additional Services and Services Provided by the Owner Appendix 2 - Engineer's Standard Hourly Rates IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
Edgecombe County	L.E. Wooten & Company dba The Wooten Company
Ву:	BY: al. But
Print name: Leonard Wiggins	Print name: W. Brian Johnson, PE
Title: County Commissioner Chair	Title: Vice President
Date Signed:	Date Signed: _///30/23
	Engineer License or Firm's Certificate No. (if required):
	<u>F-0115</u>
	State of: North Carolina
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Edgecombe County (Attn: Eric Evans)	120 N. Boylan Avenue
102 Saint Andrew Street	Raleigh, NC 27603
Tarboro, NC 27886	
PRE-AUDITED STATEMENT	
This instrument has been pre-audited in a manner required by the Local Government	
Budget and Fiscal Control Act.	
Print Name:	
Title: Finance Officer	
By (Signature):	
Date Signed:	

# APPENDIX 1 TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE COUNTY OF EDGECOMBE AND L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY FOR KINGSBORO INDUSTRIAL PARK PHASE II SEWER EXTENSION

The following Attachment shall become a part of the Contract Agreement.

# **PROJECT INCLUDES**

The project includes the field survey, easement mapping, engineering design, permitting, bidding, construction administration, construction observation, geotechnical investigation, and funding administration to provide the 44,000 LF of sewer force main ranging from 10"-16", one new sewer lift station, improvements to one existing sewer lift station, removal and replacement of one existing gravity flow monitoring station, installation of SCADA at the new sewer lift station, and miscellaneous cleanup, grading, and appurtenances.

#### **DESIGN DEVELOPMENT SERVICES**

- Five days of topographic survey to update and verify existing survey from Kingsboro Phase
  I work scope.
- (2) Provide "level C" Subsurface Utility Engineering (SUE) services for horizontal subsurface utility location data. This includes utility research, type of utility and Owner, surveying and gathering existing utility information within the project limits for the following: Gas, Fiber Optic, Cable, Telephone, Water, and Sewer.
- (3) Provide preliminary research of existing easements and rights-of-way in the project area utilizing GIS data, DOT provided information and obvious existing property corners and monuments. This does not constitute a property or right-of-way survey of the project area. Advise the Owner of installation easements and rights-of-way needed for project.

- (4) Hold such conferences with representatives of the Owner as may be necessary to obtain data for developing the design project. Project budget is based on up to <u>4</u> meetings.
- (5) Submit design drawings at the following stages for Owner review and approval: 50% and Permit and Quality Control Review 90%. Provide opinion of probable cost with 90% submittals.
- (6) Provide Geotechnical Services (through a sub-consultant), including up to 3 borings along the route and one (1) at the pump station site.
- (7) Prepare and furnish contract plans and specifications as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer shall be permitted to insert in the Owner's construction contract documents, provisions for reimbursement for printing, binding, mailing, and other costs incidental to issuing of said contract plans, specifications, and documents.
- (8) Submit for approval of the plans and specifications proposed to the North Carolina Department of Environmental Quality including Division of Water Infrastructure, Division of Water Resources and Land Quality and other regulatory and funding agencies as may be required for construction of the improvements.

# **BIDDING AND NEGOTIATION**

- (9) Assist the Owner in the advertising for bids.
- (10) Furnish copies of the bidding documents as requested by the contractors, material suppliers, and other interested parties for bidding.
- (11) Prepare, as may be required, written addenda amending the bidding documents.
- (12) Conduct pre-bid conference at the location designated by the Owner. Minutes will be kept and distributed to all plan holders in an Addendum.

- (13) Assist the Owner in the receiving of bids, tabulate same for ready comparison, collect required data from Low Bidder and provide to Owner, and advise the Owner to the best of our ability as to proper and judicious award of contracts.
- (14) After award of contract(s), the Engineer will prepare the contract documents for execution by the contractor(s) and the Owner.

## **CONSTRUCTION CONTRACT ADMINISTRATION**

- (15) The Construction Period is estimated to be <u>12</u> months.
- (16) Prior to the start of construction, the Engineer will assist the Owner in preparing an agenda and conducting a preconstruction conference.
- (17) Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Furnish the Owner with a complete set of shop drawings upon completion of construction.
- (18) Interpret the intent of the drawings and specifications to protect the Owner against defects and deficiencies in construction on the part of the contractors. The Engineer will not, however, guarantee the performance by any contractor.
- (19) Establish baselines for locating the main components to be constructed. The contractor will be responsible for providing any day-to-day construction staking that may be required.
- (20) Provide general Engineering review of the work of the contractor as construction progresses and hold monthly progress conferences to ascertain that the contractor is conforming to the design concept and construction schedule.
- (21) Cooperate and work closely with the Owner and appropriate regulatory agencies during construction.
- (22) Review the contractor's application for progress and final payment, and when approved, submit same to the Owner for payment.

- (23) As necessary, prepare change orders and make revisions to the contract documents for approval by the Owner and others on a timely basis.
- (24) Perform substantial and final completion walk-throughs with Owner and Contractor, complete construction contract closeout documentation, submit necessary certifications to Federal/State agencies, and prepare final partial payment request for Owner to closeout project with the Contractor.
- (25) The Engineer will provide the Owner with three (3) sets of prints and a cd containing the pdf copy of the record drawings. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the construction observer.

# CONSTRUCTION CONTRACT OBSERVATION

- (26) After award of the contract(s), the Engineer will provide full-time observation of the construction on the project during periods of significant construction work being performed and at other times will provide periodic observation of the work as appropriate to the state of construction. The Project Engineer will make visits to the job site periodically to observe the progress of the work and consult with the Owner and the observer. The Observer is estimated to be Full-Time on the project (on an average of <u>5</u> days/week) for a duration of 12 months.
- (27) Engineer's observer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for payment to the contractors and make reports to the project Engineer, and provide liaison between the Engineer and the owner.
- (28) Engineer will submit the observation reports to the Owner on a regular basis.
- (29) Engineer will make a final observation of all construction and provide a written certification of final observation to the Owner and the required regulatory agencies.

#### EASEMENT SURVEY

(30) Conduct research and surveys and prepare necessary plats and maps for the determination of property Ownership and identification of sites and easements to be acquired for the construction of the project; verify existing right-of-way to make necessary easement determinations. Fee provided is a placeholder until final easement needs are determined in design.

## FUNDING ADMINISTRATION ASSISTANCE

- (31) Assist with correspondence with NCDEQ Division of Water Infrastructure (DWI) and the North Carolina GoldenLEAF Foundation (NCGLF), including guarterly reporting.
- (32) Fill out reimbursement request for execution by the Owner.
- (33) Submit reimbursement requests to DWI and NCGLF.
- (34) Assist with project closeout documentation and final reimbursement request.

## ADDITIONAL SERVICES

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

- (35) Provide Levels "A" and "B" Subsurface Utility Engineering (SUE) services through the project corridor or critical areas within the corridor. Level "A" shall be paid by each excavation performed and Level "B" shall be paid by the linear foot surveyed. All Level "C" SUE services are provided as part of the Basic Services of the contract as stated under above in Section 1.A Design Services.
- (36) Prepare USACE Individual Permit.
- (37) Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.
- (38) Appear before courts or boards on matters of litigation or hearings related to the project.
- (39) Design other additional utilities improvements not included in the original scope of services.
- (40) Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.

- (41) Conduct as-built survey of newly constructed facilities using GPS/GIS hardware and software.Prepare record drawings based on survey and construction records provided by the Contractor.
- (42) Provide Funding (Grant/Loan) Administration in accordance with NCDWI American Rescue Plan Act guidelines.
- (43) Provide Construction Staking services for the Contractor if requested by Owner.
- (44) Provide Geotechnical Services as requested by Owner to confirm desired soils and materials characteristics.

# SERVICES PROVIDED BY THE OWNER

- (45) Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
- (46) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract.
- (47) Pay all permit and application fees required for the project approval and construction.
- (48) Assist the Engineer by placing at their disposal all available information pertinent to the projects as may be required by the Engineer.
- (49) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform its services.
- (50) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.
- (51) Provide frequent observation of the project to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.

- (52) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (53) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.
- (54) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".
- (55) Provide E-verify affidavit document for Engineer's execution.



# SCHEDULE OF FEES

Hourly Rates for Wage Categories 7/1/2023

Wage Category	Hourly Billing Rate	
Engineer I	\$	132
Engineer II	\$	161
Engineer III	\$	191
Engineer IV	\$	229
Engineer V	\$	269
Architect I	\$	113
Architect II	\$	164
Designer I	\$	94
Designer II	\$	111
Designer III	\$	133
Designer IV	\$	164
Construction Admin I	\$	135
Construction Admin II	\$	190
Construction Admin III	\$	245
Construction Observer / Resident Project Representative	\$	123
Utility Coordinator II	\$	144
Utility Coordinator III	\$	220
Survey Technician I	\$	54
Survey Technician II	\$	74
Survey Technician III	\$	91
Survey Technician IV	\$	109
Survey Technician V	\$	137
Surveyor II	\$	121
Surveyor III	\$	143
Surveyor IV	\$	206
GIS Analyst I	\$	97
GIS Analyst II	\$	114
GIS Analyst III	\$	132
GIS Analyst IV	\$	145
Funding Coordinator I	\$	90
Funding Coordinator II	\$	125
Funding Coordinator III	\$	170
Project Assistant	\$	95

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.

Standard Hourly Rates are subject to periodic review and adjustment.



Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398 1626 S Madison Street Whiteville, NC 28472 Telephone (910) 642-2109 Fax (910) 642-5958

Alan W. Thompson, CPA R. Bryon Scott, CPA Gregory S. Adams, CPA

February 19, 2024

Edgecombe County PO Box 10 201 St Andrews St Tarboro, NC 27886

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide Edgecombe County for the year ended June 30, 2024.

#### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Edgecombe County as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Edgecombe County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Edgecombe County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's discussion and analysis.
- 2. Law Enforcement Officers' Special Separation Allowance Schedule of Total Pension Liability (Asset) and Schedule of Total Pension Liability (Asset) as a Percentage of Covered-Employee Payroll
- 3. Schedule of Changes in the Total OPEB Liability and Related Ratios
- 4. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions LGERS
- 5. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions ROD

We have also been engaged to report on supplementary information other than RSI that accompanies Edgecombe County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and

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we will provide an opinion on it in relation to the financial statements as a whole or in a report combined with our auditors' report on the financial statements:

- 1. Schedule of Expenditures of Federal and State Awards.
- 2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a shole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually, or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

#### Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit will be conducted in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility

as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures-Internal Controls**

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Edgecombe County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. Accordingly, we will express no such opinion. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Edgecombe County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Edgecombe County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Edgecombe County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We may also have to assist with some year-end cash to accrual adjusting entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Linda Barfield), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of the schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and State awards; federal or State award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by June 1, 2024.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

#### **Engagement Administration, Fees, and Other**

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' report or nine months after the end of the audit period.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parities may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit by approximately May 15, 2024, and to issue our reports no later than October 31, 2024. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$85,500. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the

date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.

#### Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Edgecombe County. We will make reference to the Component Auditor's audit of Edgecombe County ABC Board in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Edgecombe County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Alak Hensen

Alan W. Thompson, CPA Thompson, Price, Scott, Adams & Co., P.A.

# **RESPONSE:**

Management signature:		SIGN HERE
Title:	V	
Date:	-	
Governance signature:		SIGN HERE
Fitle:	V	
Date:		

CC: Board of Commissioners

# CONTRACT TO AUDIT ACCOUNTS

The	Governing Board		
THE	BOARD OF COMMISSIONERS		
of	Primary Government Unit		
	EDGECOMBE COUNTY		
and	Discretely Presented Component Unit (DPCU) (if applicable)		
	EDGECOMBE COUNTY TOURISM DEVELOPMENT AUTHORITY		
Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)			
and	d Auditor Name		
	THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.		
	Auditor Address		
	1626 S MADISON STREET, WHITEVILLE, NC 28472		
	Hereinafter referred to as Auditor		
for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC	
	06/30/24	10/31/24	

Must be within four months of FYE

hereby agree as follows:

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1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

### LGC-205

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

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8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis,

(b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.
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### CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2023

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/ or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

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23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties,
(b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to audits with fiscal year ends of June 30, 2021 and later. The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

LGC-205

### CONTRACT TO AUDIT ACCOUNTS

### FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
LINDA BARFIELD	Finance Director / Edgecombe Cor	lindabarfield@edgecombeco.com

**OR Not Applicable** (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	EDGECOMBE COUNTY					
Audit Fee (financial and compliance if applicable)	\$ 70,500					
Fee per Major Program (if not included above)	\$					
Additional Fees Not In	cluded Above (if applicable):					
Financial Statement Preparation (incl. notes and RSI)	<b>\$</b> 12,500					
All Other Non-Attest Services	\$					
TOTAL AMOUNT NOT TO EXCEED	\$ 83,000					
Discretely Presented Component Unit	EDGECOMBE COUNTY TOURISM DEVELOPMENT AUTHOP					
Audit Fee (financial and compliance if applicable)	\$ 2,000					
Fee per Major Program (if not included above)	\$					
Additional Fees Not Included Above (if applicable):						
Financial Statement Preparation (incl. notes and RSI)	\$ 500					
All Other Non-Attest Services	\$					
TOTAL AMOUNT NOT TO EXCEED	\$ 2,500					

### SIGNATURE PAGE

### AUDIT FIRM

Audit Firm*	
THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)*	Signature*
ALAN W. THOMPSON	alan thempson
Date*	Email Address*
02/16/24	alanthompson@tpsacpas.com

### **GOVERNMENTAL UNIT**

Governmental Unit* EDGECOMBE COUNTY				
Date Governing Board Approved Audit Contract* (Enter date in box to right)			V	
Mayor/Chairperson (typed or printed)*	V	Signature*	SIGI	N HERE
Date	~	Email Address*	V	

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

### **GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 83,000	
Primary Governmental Unit Finance Officer* (typed or printed LINDA BARFIELD	Signature*	SIGN HER
Date of Pre-Audit Certificate*	Email Address* lindabarfield@edgecombeco.com	

### SIGNATURE PAGE – DPCU (complete only if applicable)

### DISCRETELY PRESENTED COMPONENT UNIT

DPCU* EDGECOMBE COUNTY TOURISM DEVELOPMENT A	UTHORITY	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	×	
DPCU Chairperson (typed or printed)*	Signature* SIGN I	HERE
Date*	Email Address*	

-	Chair of Audit Committee (typed or printed, or "NA")	Signature
	Date	Email Address

### DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:		\$ 2,500	
DPCU Finance Officer (typed or printed)*		Signature*	
Linda Barfield			SIGN HERE
Date of Pre-Audit Certificate*		Email Address*	
	V	lindabarfield@edgecombeco.com	

Remember to print this form, and obtain all required signatures prior to submission.



### EDGECOMBE WATER AND SEWER DEPARTMENT CONSTRUCTION AND MAINTENANCE REPORT

### **District 1**

Everything has been running according to standards. Staff has been performing routine maintenance on the system, flushing and installing new taps.

### **District 2**

Everything has been running according to standards. Staff has been performing routine maintenance on the system, flushing and installing new taps.

### **District 3**

Everything has been running according to standards. Staff has been performing routine maintenance on the system, flushing and installing new taps.

### **District 4**

Staff has been performing routine maintenance on the system, flushing and installing new taps.

### **District 5**

Everything has been running according to standards. Staff has been performing routine maintenance on the system, flushing and installing new taps.

### **District 6 – Princeville**

Everything is running according to standards. Staff is performing routine maintenance on the system

Water Purchased         Water Purchased           Vault Readings         (Gallons)         Water Purchased Cost           35,858,704         37,798,036         \$132,132.37           39,473,740         37,798,036         \$134,206.81           39,473,740         37,798,036         \$132,132.37           39,473,740         37,625,844         \$132,132.37           39,408,484         31,007,616         \$118,102.11           32,633,504         35,147,828         \$148,483.54           26,632,036         26,250,272         \$96,468.94           25,633,500         29,469,544         \$106,532.25           32,023,300         29,469,544         \$106,532.25           32,023,300         29,469,544         \$106,532.25           32,023,300         34,626,680         \$119,450.82           32,311,612         34,626,680         \$123,680.89           32,301,66         31,485,872         \$119,450.82           34,502,828         \$119,450.82         \$130,780.81           27,826,668         31,485,872         \$119,810.43           30,748,752         29,181,640         123,052.62           24,503,016         27,889,464         106,033.41           28,670,348         25,335,024         1				Month	Monthly Usages		E1 ()
Vault Readings         (Gallons)         Water Purchased Cost           35,858,704         37,798,036         \$134,206.81           35,858,704         37,625,844         \$132,132.37           39,473,740         37,625,844         \$132,132.37           31         33,408,484         31,007,616         \$118,102.11           33,408,484         31,007,616         \$118,102.11         \$10,102.11           33,408,484         31,007,616         \$118,102.11         \$10,102.11           32,633,504         35,147,828         \$148,483.54         \$132,132.37           23,2633,504         35,147,828         \$148,483.54         \$10,6,532.25           32,023,300         29,469,544         \$106,532.25         \$132,136           32,311,612         34,626,680         \$113,403.58         \$130,780.81           32,311,612         34,502,828         \$119,450.82         \$130,780.81           32,32,050         31,227,268         \$119,450.82         \$130,780.81           27,826,668         31,485,872         \$119,410.43         \$27,300,786           27,826,668         31,485,872         \$119,410.43         \$27,307,888           27,826,668         31,485,872         \$119,810.43         \$27,307,916           27,689,464 </th <th></th> <th></th> <th>Water Purchased</th> <th></th> <th>Water Billed</th> <th></th> <th>% Water Loss (Purchased vs.</th>			Water Purchased		Water Billed		% Water Loss (Purchased vs.
35,858,704       37,798,036       \$134,206.81         39,473,740       37,625,844       \$132,132.37         39,473,740       37,625,844       \$132,132.37         33,408,484       31,007,616       \$118,102.11         33,408,484       35,147,828       \$148,483.54         25,633,504       35,147,828       \$148,483.54         26,632,036       26,250,272       \$96,468.94         32,633,504       35,147,828       \$106,532.25         32,311,612       34,626,680       \$123,689.89         32,311,612       34,626,680       \$119,450.82         32,311,612       34,502,828       \$119,450.82         32,311,612       34,502,828       \$119,450.82         32,313,00       31,227,268       \$119,410.43         33,37,1308       34,502,828       \$119,810.43         27,826,668       31,485,872       \$119,810.43         27,826,668       31,485,872       \$119,810.43         27,826,668       31,485,872       \$119,810.43         27,826,668       31,485,872       \$119,810.43         27,826,668       31,485,872       \$119,810.43         27,826,668       31,485,872       \$119,810.43         28,670,348       25,335,024       106,0		Vault Readings	(Gallons)	Water Purchased Cost	(Gallons)	Water Billed Amount	Billed)
39,473,740     37,625,844     \$132,132.37       33,408,484     31,007,616     \$118,102.11       33,408,484     31,007,616     \$118,102.11       32,633,504     35,147,828     \$148,483.54       y     26,633,036     26,5250,272     \$96,468.94       y     26,632,036     26,5250,272     \$96,468.94       y     26,632,036     26,550,272     \$96,468.94       32,023,300     29,469,544     \$110,6532.25       32,311,612     34,506,680     \$113,450.82       32,311,612     34,505,888     \$119,450.82       32,311,612     34,502,828     \$113,450.82       32,313,08     31,485,872     \$119,450.82       x34,371,308     31,485,872     \$119,810.43       x34,772     29,181,640     123,052.62       x30,748,752     29,181,640     123,052.62       x30,748,752     29,181,640     123,052.62       x34,752     29,181,640     123,052.62       x44,752     29,453,016     27,689,464       28,670,348     25,335,024     115,645.20       x44,752     25,335,024     115,645.20	an-23	35,858,704		\$134,206.81	25,535,487	\$356,246.30	32%
3         33,408,484         31,007,616         \$118,102.11           1         32,633,504         35,147,828         \$148,483.54           7         32,633,504         35,147,828         \$148,483.54           7         26,632,036         26,550,272         \$96,468.94           7         32,023,300         29,469,544         \$106,532.25           8         32,023,300         29,469,544         \$106,532.25           8         32,01612         34,626,680         \$119,450.82           8         32,311,612         34,502,828         \$119,450.82           8         34,371,308         34,502,828         \$119,450.82           8         34,371,308         34,502,828         \$119,450.82           8         37,485,872         \$119,410.43         \$13,485,872           8         30,748,752         29,181,640         123,052.62           9         30,748,752         29,181,640         123,052.62           8         28,670,348         25,335,024         115,645.20           8         28,670,348         25,335,024         115,645.20	-eb-23	39,473,740	37,625,844	\$132,132.37	20,178,499	\$317,341.53	46%
1     32,633,504     35,147,828     \$148,483.54       Y     26,632,036     26,250,272     \$96,468.94       32,023,300     29,469,544     \$106,532.25       32,023,300     29,469,544     \$106,532.25       32,023,300     29,469,544     \$106,532.25       32,311,612     34,656,680     \$119,450.82       32,305,700     31,227,268     \$119,450.82       33,371,308     34,502,828     \$130,780.81       33,371,308     34,502,828     \$130,780.81       33,371,308     34,502,828     \$130,780.81       33,748,752     29,181,640     123,052.62       24,503,016     27,689,464     106,033.41       28,670,348     25,335,024     115,645.20	Mar-23	33,408,484	31,007,616	\$118,102.11	22,194,533	\$331,568.32	28%
V         26,632,036         26,250,272         \$96,468.94           32,023,300         29,469,544         \$106,532.25           32,311,612         34,626,680         \$119,450.82           32,311,612         34,626,680         \$119,450.82           32,311,612         34,526,680         \$119,450.82           32,311,612         34,502,828         \$119,450.82           33,37,1308         34,502,828         \$119,450.82           33,37,1308         31,485,872         \$119,810.43           30,748,752         29,181,640         123,052.62           23,670,348         25,335,024         115,645.20           30,748,752         25,335,024         115,645.20	Apr-23	32,633,504	35,147,828	\$148,483.54	18,235,964	\$304,359.52	48%
32,023,300     29,469,544     \$106,532.25       32,311,612     34,626,680     \$123,689.89       32,311,612     34,626,680     \$119,450.82       32,311,612     34,502,828     \$119,450.82       34,371,308     34,502,828     \$119,450.81       24,371,308     31,227,268     \$119,450.81       34,371,308     31,485,872     \$119,810.43       27,826,668     31,485,872     \$119,810.43       23,748,752     29,181,640     123,052.62       24,503,016     27,689,464     106,033.41       28,670,348     25,335,024     115,645.20	3-May	26,632,036	26,250,272	\$96,468.94	20,009,475	\$316,353.30	24%
32,311,612         34,626,680         \$123,689.89           32,311,612         34,626,680         \$123,689.89           32,805,700         31,227,268         \$119,450.82           34,371,308         34,502,828         \$119,450.81           27,826,668         31,485,872         \$119,810.43           27,826,668         31,485,872         \$119,810.43           23,748,752         29,181,640         123,052.62           24,503,016         27,689,464         106,033.41           28,670,348         25,335,024         115,645.20	3-Jun	32,023,300		\$106,532.25	24,375,593	\$348,129.85	17%
32,805,700     31,227,268     \$119,450.82       34,371,308     34,502,828     \$130,780.81       27,826,668     31,485,872     \$119,810.43       30,748,752     29,181,640     123,052.62       24,503,016     27,689,464     106,033.41       28,670,348     25,335,024     115,645.20	3-Jul	32,311,612	34,626,680	\$123,689.89	29,828,309	\$381,360.56	14%
34,371,308     34,502,828     \$130,780.81       27,826,668     31,485,872     \$119,810.43       30,748,752     29,181,640     123,052.62       24,503,016     27,689,464     106,033.41       28,670,348     25,335,024     115,645.20       411,257,373     411,347.50     51,347.50	23-Aug	32,805,700		\$119,450.82	30,243,268	\$402,321.86	3%
27,826,668         31,485,872         \$119,810.43           30,748,752         29,181,640         123,052.62           24,503,016         27,689,464         106,033.41           28,670,348         25,335,024         115,645.20	3-Sep	34,371,308		\$130,780.81	23,868,710	\$358,178.41	31%
30,748,752         29,181,640         123,052.62           24,503,016         27,689,464         106,033.41           28,670,348         25,335,024         115,645.20           44,375,016         24,503,016         25,335,024	3-Oct	27,826,668		\$119,810.43	22,389,770	\$346,583.90	29%
24,503,016         27,689,464         106,033.41           28,670,348         25,335,024         115,645.20           41,377         41,377,016         61,577,000	3-Nov	30,748,752		123,052.62	20,594,350	332,385.98	29%
28,670,348 25,335,024 115,645.20	23-Dec	24,503,016		106,033.41	21,309,750	338,384.58	23%
	24-Jan	28,670,348	25,335,024	115,645.20	24,534,280	362,033.45	3%
07:000't/C'TC 0TC'/4C'TT4 7/T'02'TT4	Total	411,267,172	411,347,916	\$1,574,389.20	303,297,988	\$4,495,247.56	26%

# Edgecombe County Water & Sewer Monthly Water & Sewer Usage

**Running Annual Water Loss** 

Month

May-23

Jun-23

Jul-23

Aug-23 Sep-23

Oct-23 Nov-23 Dec-23

Jan-24

Mar-23 Apr-23

Feb-23



### Edgecombe County Financial Summary Report Fiscal Year 2024 (As of February 29, 2024)

	IE	ER/	AL					
RI BI				YTD ACTUAL	Y-T- COLLE			
3	00	0	\$	30,108,723		89.20%		
	00	0		4,514,314		45.60%		
	00	0		101,743		62.04%		
	29	9		868,120		29.42%		
	97	7		5,240,984		72.47%		
	81	1		2,493,243		38.73%		
1	50	0		3,542,842		28.28%		
	34	4		868,780		84.34%		
7	91	1	\$	47,738,748		64.51%		
RE				YTD ACTUAL	Y-T- EXPEI		EN	YTD ICUMBEREI
0	-	_	-	ACTUAL				
1	86	6	\$	6,536,755		57.23%	\$	948,69
2	87	7	\$	13,697,059		63.49%		1,638,17
	57	7		48,393		80.18%		11,96
	65	5		902,803		44.32%		597,41
2	64	4		10,936,824		53.83%		1,316,26
	97	7		502,161		67.02%		157,94
1	35	5		9,095,515		60.25%		4,949,72
	11	1		3,384,561		76.12%		-
	33	3		520,097		7.48%		-
	35			45,624,168			\$	9,620,17
8	35		\$					

Preliminary report subject to final accounting close adjustments.

### Edgecombe County Financial Summary Report Fiscal Year 2024 (As of February 29, 2024)

### WATER/SEWER

Funds 61 - 68		REVISED		YTD	Y-T-D %	
REVENUES	-	BUDGET		ACTUAL	COLLECTED	
Water & Sewer Revenue	\$	6,976,237	\$	3,651,705	52.34%	
Fund Balance Appropriated				-	0.00%	
	\$	6,976,237	\$	3,651,705	52.34%	
		REVISED		YTD	Y-T-D %	YTD
EXPENDITURES		BUDGET		ACTUAL	EXPENDED	ENCUMBERED
Water Operations	\$	3,887,712	\$	1,600,845	41.18%	\$ 473,699
Water Purchases		1,400,000		843,785	60.27%	399,451
Debt Service		1,688,525		313,975	18.59%	-
	\$	6,976,237	\$	2,758,605	39.54%	\$ 873,150
SOLID WASTE						
Fund 60		REVISED		YTD	Y-T-D %	
REVENUES		BUDGET	_	ACTUAL	EXPENDED	
Fees & Intergovernmental Revenues	\$	2,984,718	\$	1,948,210	65.27%	
Transfer From General Fund		687,527			0.00%	
	\$	3,672,245	\$	1,948,210	53.05%	
	_					
		REVISED		YTD	Y-T-D %	YTD
EXPENDITURES		BUDGET		ACTUAL	EXPENDED	ENCUMBERED
Tipping Fees Paid	\$	1,260,000	\$	767,229	60.89%	\$ 132,667
All Other Expenditures		2,412,245		1,008,529	41.81%	345,993
	\$	3,672,245	\$	1,775,758	48.36%	\$ 478,660

Preliminary report subject to final accounting close adjustments.

Y-24
to F)
FY-17
Revenue
Тах
Sales

<ul> <li>\$ 835,166.06 \$</li> <li>\$ 952,513.97 \$</li> <li>\$ 797,548.10 \$</li> <li>\$ 783,915.07 \$</li> <li>\$ 848,696.45 \$</li> <li>\$ 938,033.02 \$</li> <li>\$ 938,033.02 \$</li> <li>\$ 938,033.02 \$</li> <li>\$ 938,033.02 \$</li> <li>\$ 848,696.45 \$</li> <li>\$ 848,696.45 \$</li> <li>\$ 938,033.02 \$</li> <li>\$ 765,636.00 \$</li> <li>\$ 854,338.99 \$</li> <li>\$ 716,629.82 \$</li> </ul>			FY-17		FY-18	FY-19			FY-20		FY-21	FY-22		FY-23		FY-24
\$ 496,809.12 \$ 386,555.00 \$ 575,562.67 \$ 910,584.02 \$ 875,439.75 \$ 952,513.97 \$ 8         er       \$ 535,800.42 \$ 594,381.00 \$ 594,290.35 \$ 793,582.05 \$ 749,556.50 \$ 797,548.10 \$ 8         \$ 550,598.68 \$ 603,527.00 \$ 594,240.35 \$ 793,582.05 \$ 749,556.50 \$ 797,548.10 \$ 8         \$ 550,598.68 \$ 603,527.00 \$ 594,148.55 \$ 881,836.44 \$ 866,439.38 \$ 848,696.45 \$ 8         \$ 524,151.98 \$ 501,113.00 \$ 594,148.55 \$ 881,836.44 \$ 866,439.38 \$ 848,696.45 \$ 8         \$ 565,158.52 \$ 655,761.00 \$ 625,876.31 \$ 933,905.36 \$ 835,767.89 \$ 938,033.02 \$ 8         \$ 466,346.74 \$ 651,439.00 \$ 625,876.31 \$ 933,905.36 \$ 880,118.57 \$ 1,031,215.04 \$ 938,033.02 \$ 456,629.94 \$ 538,041.00 \$ 625,292.07 \$ 998,377.30 \$ 880,118.57 \$ 1,031,215.04 \$ 938,033.02 \$ 646,346.74 \$ 538,041.00 \$ 625,292.07 \$ 998,377.30 \$ 820,118.57 \$ 1,031,215.04 \$ 938,033.02 \$ 668,816.14 \$ 668,816.14 \$ 668,816.14 \$ 668,816.14 \$ 668,816.14 \$ 668,816.14 \$ 668,816.14 \$ 668,816.14 \$ 668,816.14 \$ 668,816.14 \$ 663,000 \$ 613,154.74 \$ 828,710.79 \$ 703,449.31 \$ 765,636.00 \$ 668,816.14 \$ 765,636.00 \$ 663,031.15.03 \$ 930,247.08 \$ 850,851.14 \$ 765,636.00 \$ 680,025.11 \$ 882,613.03 \$ 930,247.08 \$ 850,851.14 \$ 765,636.00 \$ 680,025.11 \$ 882,613.68 \$ 941,487.39 \$ 854,338.99 \$ 706,528.25 \$ 702,341.89 \$ 914,517.00 \$ 914,517.51 \$ 875,944.79 \$ 1,080,970.07 \$ 716,629.82 \$ 9	July	ŝ	524,640.69	ş	591,631.00 \$	706,492.6	50 30	<u>ۍ</u>	918,978.38	-	959,080.52 \$	835,166.06	Ş	919,952.53	ŝ	1,015,928.45
er       \$       535,800.42       \$       594,381.00       \$       594,290.35       \$       793,582.05       \$       797,548.10       \$         *       550,598.68       \$       603,527.00       \$       553,305.02       \$       891,712.08       \$       749,556.50       \$       783,915.07       \$         *       5       524,151.98       \$       501,113.00       \$       553,305.02       \$       881,836.44       \$       866,439.38       \$       783,915.07       \$         *       5       555,158.52       \$       645,346.74       \$       880,118.57       \$       1,031,215.04       \$         *       5       565,158.52       \$       655,797.98       \$       701,629.28       \$       835,767.89       \$       938,033.02       \$         *       5       646,346.74       \$       655,797.98       \$       701,629.28       \$       830,118.57       \$       1,031,216.04       \$         *       646,346.74       \$       653,401.00       \$       655,292.07       \$       998,377.30       \$       880,118.57       \$       1,031,216.04       \$         *       646,346.74       \$       828,710.730	August	Ŷ	496,809.12	Ŷ	386,555.00 \$	575,562.6	57 \$	÷v	910,584.02	10	875,439.75 \$	952,513.97	ŝ	841,439.54	ŝ	922,104.73
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er       \$ 524,151.98       \$ 501,113.00       \$ 594,148.55       \$ 881,836.44       \$ 866,439.38       \$ 848,696.45       \$         r       \$ 565,158.52       \$ 656,761.00       \$ 625,876.31       \$ 933,905.36       \$ 835,767.89       \$ 938,033.02       \$         \$ 646,346.74       \$ 655,741.00       \$ 625,876.31       \$ 933,905.36       \$ 830,118.57       \$ 1,031,215.04       \$         \$ 456,629.94       \$ 538,041.00       \$ 625,797.98       \$ 701,629.28       \$ 880,118.57       \$ 1,031,215.04       \$         \$ 456,629.94       \$ 538,041.00       \$ 613,154.74       \$ 828,710.79       \$ 703,449.31       \$ 765,636.00       \$         \$ 552,825.13       \$ 498,317.00       \$ 613,154.74       \$ 828,710.79       \$ 703,449.31       \$ 765,636.00       \$         \$ 663,812.16       \$ 490,550.00       \$ 613,154.74       \$ 828,710.79       \$ 703,449.31       \$ 765,636.00       \$         \$ 603,072.60       \$ 659,470.00       \$ 747,478.05       \$ 1,021,163.03       \$ 930,247.08       \$ 854,338.99       \$         \$ 568,812.16       \$ 490,550.00       \$ 680,025.11       \$ 882,613.68       \$ 941,487.39       \$ 854,338.99       \$         \$ 502,361.89       \$ 914,517.51       \$ 914,517.51       \$ 914,517.51       \$ 875,944.79 <t< th=""><th>October</th><th>ŝ</th><th>550,598.68</th><th>÷</th><th>603,527.00 \$</th><th>553,305.(</th><th>22</th><th>÷</th><th>891,712.08</th><th>10</th><th>919,173.42 \$</th><th>783,915.07</th><th>Ŷ</th><th>877,307.07</th><th>ŝ</th><th>924,077.74</th></t<>	October	ŝ	550,598.68	÷	603,527.00 \$	553,305.(	22	÷	891,712.08	10	919,173.42 \$	783,915.07	Ŷ	877,307.07	ŝ	924,077.74
If       \$       565,158.52       \$       655,761.00       \$       625,876.31       \$       933,905.36       \$       835,767.89       \$       938,033.02       \$         \$       646,346.74       \$       651,439.00       \$       625,292.07       \$       998,377.30       \$       830,118.57       \$       1,031,215.04       \$         \$       456,629.94       \$       538,041.00       \$       555,797.98       \$       701,629.28       \$       880,118.57       \$       1,031,215.04       \$         \$       456,629.94       \$       538,041.00       \$       613,154.74       \$       828,710.79       \$       820,118.57       \$       1,031,215.04       \$         \$       552,825.13       \$       498,317.00       \$       613,154.74       \$       828,710.79       \$       703,449.31       \$       765,636.00       \$         \$       603,072.60       \$       613,154.74       \$       828,710.79       \$       703,449.31       \$       765,636.00       \$         \$       668,812.16       \$       490,550.00       \$       613,154.74       \$       828,613.63       \$       930,247.08       \$       850,851.44       \$     <	November	Ş	524,151.98	Ŷ	501,113.00 \$	594,148.5	35 \$	\$	881,836.44	10	866,439.38 \$	848,696.45	ş	852,762.78	ŝ	759,182.89
\$ 646,346.74       \$ 651,439.00       \$ 625,292.07       \$ 998,377.30       \$ 880,118.57       \$ 1,031,215.04       \$         \$ 456,629.94       \$ 538,041.00       \$ 555,797.98       \$ 701,629.28       \$ 825,638.11       \$ 668,816.14       \$         \$ 552,825.13       \$ 498,317.00       \$ 613,154.74       \$ 828,710.79       \$ 703,449.31       \$ 765,636.00       \$         \$ 552,825.13       \$ 498,317.00       \$ 613,154.74       \$ 828,710.79       \$ 703,449.31       \$ 765,636.00       \$         \$ 563,072.60       \$ 659,470.00       \$ 747,478.05       \$ 1,021,163.03       \$ 930,247.08       \$ 856,851.44       \$         \$ 568,812.16       \$ 490,550.00       \$ 680,025.11       \$ 882,613.68       \$ 941,487.39       \$ 854,338.99       \$         \$ 502,361.89       \$ 914,517.00       \$ 914,517.51       \$ 875,944.79       \$ 1,080,970.07       \$ 716,629.82       \$	December	Ŷ	565,158.52	ş	656,761.00 \$	625,876.5	31 \$	ŝ	933,905.36	10	835,767.89 \$	938,033.02	ŝ	835,755.85	ᡐ	958,242.09
\$ 456,629:94 \$ 538,041.00 \$ 555,797.98 \$ 701,629.28 \$ 825,638.11 \$ 668,816.14 \$         \$ 552,825.13 \$ 498,317.00 \$ 613,154.74 \$ 828,710.79 \$ 703,449.31 \$ 765,636.00 \$         \$ 603,072.60 \$ 659,470.00 \$ 747,478.05 \$ 1,021,163.03 \$ 930,247.08 \$ 850,851.44 \$         \$ 568,812.16 \$ 490,550.00 \$ 680,025.11 \$ 882,613.68 \$ 941,487.39 \$ 854,338.99 \$         \$ 502,361.89 \$ 914,517.00 \$ 914,517.51 \$ 875,944.79 \$ 1,080,970.07 \$ 716,629.82 \$	January	ŝ	646,346.74	Ŷ	651,439.00 \$	625,292.(	5 50	ŝ	998,377.30	-	880,118.57 \$	 1,031,215.04	Ŷ	992,977.47	ŝ	1,032,424.48
h       \$       552,825.13       \$       498,317.00       \$       613,154.74       \$       828,710.79       \$       703,449.31       \$       765,636.00       \$         \$       603,072.60       \$       659,470.00       \$       747,478.05       \$       1,021,163.03       \$       930,247.08       \$       850,851.44       \$       \$       5 <td< th=""><th>February</th><th>ŝ</th><th>456,629.94</th><th>Ş</th><th>538,041.00 \$</th><th>555,797.5</th><th>38</th><th>ŝ</th><th>701,629.28</th><th>-</th><th>825,638.11 \$</th><th>668,816.14</th><th>Ş</th><th>862,634.81</th><th></th><th></th></td<>	February	ŝ	456,629.94	Ş	538,041.00 \$	555,797.5	38	ŝ	701,629.28	-	825,638.11 \$	668,816.14	Ş	862,634.81		
\$ 603,072.60 \$ 659,470.00 \$ 747,478.05 \$ 1,021,163.03 \$ 930,247.08 \$ 850,851.44 \$ \$ 568,812.16 \$ 490,550.00 \$ 680,025.11 \$ 882,613.68 \$ 941,487.39 \$ 854,338.99 \$ \$ 502,361.89 \$ 914,517.00 \$ 914,517.51 \$ 875,944.79 \$ 1,080,970.07 \$ 716,629.82 \$	March	ŝ	552,825.13	ŝ	498,317.00 \$	613,154.7	74 5	ŝ	828,710.79	-0	703,449.31 \$	765,636.00	Ŷ	688,780.15		
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	June	Ş	502,361.89	Ş	914,517.00 \$	914,517.	51 \$	\$	875,944.79	<b>۰</b> ۵	1,080,970.07 \$	716,629.82	Ş	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 \$ 6,562,666.74



FY-18 FY-19 FY-20 FY-21 FY-21 FY-23 FY-23

## Sales Tax Budgeted vs. Actual

<ul> <li>\$ 6,000,000.00</li> <li>\$ 6,140,000.00</li> <li>\$ 7,086,302.00</li> <li>\$ 6,140,000.00</li> <li>\$ 7,785,940.96</li> <li>\$ 6,250,000.00</li> <li>\$ 10,639,037.20</li> <li>\$ 6,405,000.00</li> <li>\$ 10,639,037.20</li> <li>\$ 9,650,000.00</li> <li>\$ 10,043,360.10</li> <li>\$ 9,750,000.00</li> <li>\$ 10,469,543.43</li> </ul>			Budgeted		Actual		Difference	A from Total FY-22 to FY-23	
<ul> <li>\$ 6,140,000.00</li> <li>\$ 7,086,302.00</li> <li>\$ 6,250,000.00</li> <li>\$ 7,785,940.96</li> <li>\$ 6,405,000.00</li> <li>\$ 10,639,037.20</li> <li>\$ 6,575,000.00</li> <li>\$ 10,567,367.99</li> <li>\$ 9,650,000.00</li> <li>\$ 10,043,360.10</li> <li>\$ 9,750,000.00</li> <li>\$ 10,469,543.43</li> <li>\$ 9,750,000.00</li> <li>\$ 10,469,543.43</li> <li>\$ 9,750,000.00</li> <li>\$ 6,567,666.74</li> <li>\$ 10,460,546.74</li> <li>\$ 10,560,560,74</li> </ul>	FY17	Ş	6,000,000.00	\$	6,527,207.87	ŝ	527,207.87	Ŷ	10,469,543.43
<ul> <li>\$ 6,250,000.00</li> <li>\$ 7,785,940.96</li> <li>\$ 6,405,000.00</li> <li>\$ 10,639,037.20</li> <li>\$ 6,575,000.00</li> <li>\$ 10,567,367.99</li> <li>\$ 9,650,000.00</li> <li>\$ 10,043,360.10</li> <li>\$ 9,750,000.00</li> <li>\$ 10,469,543.43</li> <li>\$ 9,750,000.00</li> <li>\$ 6,567,666.74</li> <li>\$ 10,000.00</li> </ul>	FY18	Ś	6,140,000.00	ŝ	7,086,302.00	ŝ	946,302.00	Ŷ	10,043,360.10
\$       6,405,000.00       \$       10,639,037.20       \$         \$       6,575,000.00       \$       10,567,367.99       \$         \$       9,650,000.00       \$       10,043,360.10       \$         \$       9,750,000.00       \$       10,043,360.10       \$         \$       9,750,000.00       \$       10,469,543.43       \$         \$       9,750,000.00       \$       6,563.43       \$	FY19	Ş	6,250,000.00	ŝ	7,785,940.96	ŝ	1,535,940.96	s	426,183.33
\$ 6,575,000.00 \$ 10,567,367.99 \$ \$ 9,650,000.00 \$ 10,043,360.10 \$ \$ 9,750,000.00 \$ 10,469,543.43 \$ \$ 9,900,000.00 \$ 6,567,66674 \$ 1	FY20	ŝ	6,405,000.00	ŝ	10,639,037.20	ŝ	4,234,037.20		
\$ 9,650,000.00 \$ 10,043,360.10 \$ \$ 9,750,000.00 \$ 10,469,543.43 \$ \$ 9,900.000.00 \$ 6,562.74 \$ (3	FY21	Ŷ	6,575,000.00	ŝ	10,567,367.99	ŝ	3,992,367.99	3,992,367.99 A from last year July-December	ber
\$ 9,750,000.00 \$ 10,469,543.43 \$ \$ 9,900.000.00 \$ 6,562.74 \$ 13	FY22	Ş	9,650,000.00	ŝ	10,043,360.10	ŝ	393,360.10	Ŷ	6,562,666.74
\$ 9.900.000.00 \$ 6.567.666.74 \$	FY-23	Ş	9,750,000.00	ŝ	10,469,543.43	ŝ	719,543.43	Ŷ	6,182,981.49
	FY-24	ŝ	9,900,000.00	ŝ	6,562,666.74	ŝ	(3,337,333.26)	s	379,685.25


























Roy Cooper GOVERNOR

Machelle Sanders SECRETARY

Kenny Flowers

January 30, 2024

The Honorable Leonard Wiggins, Chair Edgecombe County Board of Commissioners 201 St. Andrews Street Tarboro, North Carolina 27886

Dear Chair Wiggins:

It is my pleasure to officially notify you that Edgecombe County has been awarded \$950,000.00 in Community Development Block Grant (CDBG) funds for the Neighborhood Revitalization Program. I commend you on your efforts to provide community development assistance.

Please note that under CDBG program regulations, project funds may not be obligated or spent until certain grant conditions are met with the Rural Economic Development Division (REDD), which administers the CDBG Program, will contact you about these conditions and help you implement your grant.

Congratulations on this award. We look forward to working with you and other officials. Should you have any questions regarding this grant, please contact John Brooks, Rural Economic Development Division at john.brooks@commerce.nc.gov.

Sincerely,

Kenny Flowers Assistant Secretary



Total NC Payments by Settlement





### 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
DATE:	March 1, 2024
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.

- Feb. 6<sup>th</sup> Attended the Rocky Mount Chamber of Commerce's Annual Meeting
- **Feb. 7**<sup>th</sup> Conducted a second round of interviews for our Parks and Rec. Director position.
- Feb. 9<sup>th</sup> Met with Mark III, our benefits broker, for our annual insurance utilization review.
- Feb. 12<sup>th</sup> Participated in an interview with Invest Raleigh-Durham for an upcoming article.
- Feb. 15<sup>th</sup> Attended Carolinas Gateway Partnership quarterly Board meeting.
- **Feb. 20<sup>th</sup>** Getting Off the List presentation at North East Carolina Preparatory School.
- Feb. 20<sup>th</sup> Human Services Board meeting.
- **Feb. 21<sup>St</sup>** Attended USDA Secretary Vilsak's event at Edgecombe Community College.
- Feb. 26<sup>th</sup> Met with a representative from Congressman Don Davis' office to discuss capital needs of Edgecombe County.
- **Feb. 27<sup>the</sup>** Met with ECPS leadership to discuss upcoming school funding needs.
- Feb. 28<sup>th</sup> Meeting with representatives of Kingsboro prospect.



Reported to Commissioners -March 2024 Commissioners Meeting Economic/Workforce Indicators for Edgecombe County

	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
2005							
Openings (@ date of report)	1386	1451	1406	1329	1312	1214	1284
Previous report total	3084	2523	2529	2444	2216	2118	2117
# Change	123	-561	9	-85	-228	-98	-1
% Change	4.20%	-18%	0.20%	-3.40%	-9.30%	-4.40%	-0.05%
Workforce							
Labor Force	20246	20246	20035	20035	20121	20121	20077
Employed	19001	19001	18845	18845	19068	19068	19020
Unemployed	1245	1245	1190	1190	1053	1053	1057
Uemployment Rate	6.1%	6.1%	5.90%	5.90%	5.20%	5.20%	5.30%
State Ranking	2	2	2	2	2	2 <sup>1</sup>	2
	Mar-24						
sdoL							

1333	2151	34	1.60%		19888	18854	1034
Openings (@ date of report)	Last month total	# Change	% Change	Workforce	Labor Force	Employed	Unemployed

Unemployed	Uemployment Rate	State Darking
	Š	

5.20%

State Kanking

4

<sup>1</sup> Updated unemployment figures were not available at the this report was prepared

<sup>2</sup> Tied for 5th with Graham County

<sup>3</sup>Tied with Scotland County

<sup>4</sup> Tied with Halifax County

<sup>6</sup> Tied with Wilson Co. <sup>5</sup> Tied with Hide Co.

<sup>9</sup> Tied with Warren, Washington <sup>8</sup>Tied with Warren and Vance <sup>7</sup> Tied with Warren County & Wilson Co <sup>10</sup> Tied with Vance Co.



## Memorandum

To:TDA BoardFrom:Lisa Warren, Accounting SpecialistDate:2/12/2024Re:Finance Report for January 2024



In fiscal year-to-date 2024, Edgecombe County has collected a total amount of **<u>\$97,696.93</u>** in Occupancy Tax for the TDA which includes \$15,090.59 received in July 2023 for FY2023. The January collections totaling \$10,346.08 will be deposited to the TDA bank account at PNC Bank during the week of February 19th.

Total Expenditures for fiscal year-to-date 2024 through January 31, 2024 equal **\$69,647.18.** 

As of January 31, 2024, the bank statement for the TDA- PNC Bank Account balance was **<u>\$304,742.37</u>**.

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 <u>lisawarren@edgecombeco.com</u> or phone at (252)641-4742 (office).

	- Dud	lget FY 24 - Ja	Inna		1.00	and a Daman to
Line Item REVENUES	-	Budget	-	YTD	Fu	inds Remaning
	-	115 000 00	-	00.000.00	1	80 511 -
6% Edgecombe County Occupancy Tax	\$	115,000.00	\$	82,606.34	\$	32,393.6
Grant Awards	\$				\$	-
Miscellaneous Revenue	\$		\$		\$	-
Fund Balance Appropriatied	\$	115,600.00	\$	÷	\$	115,600.0
Other					\$	-
TOTAL REVENUES	\$	230,600.00	\$	82,606.34	\$	147,993.6
EXPENSES	+	-	-	YTD	Av	aliable Funds
HUMAN RESOURCES						
Payroll						
FICA765%						
Retirement 6%						
Group Insurance						
401K Contribution 1%						
Contract Services - Social Media Marketing	\$	14,400.00	\$	7,932.00	\$	6,468.0
Contract with Chamber	\$	22,200.00	\$	12,950.00	\$	9,250.00
Performance Bonus- Executive Director	\$	3,000.00	+*	12,000.00	\$	3,000.00
Performance Bonus- Social Media	\$	3,000.00	-		\$	3,000.00
TOTAL HUMAN RESOURCES	9 \$	42,600.00	\$	20,882.00	₽ \$	21,718.00
OPERATIONS	<b>P</b>	42,000.00	•	20,002.00	<u> </u>	21,/18.00
	+	1 000 00	-	(72.27	\$	-
Office Supplies	\$	1,000.00	\$	173.37	\$	1,173.37
Equipment	- I .				\$	-
Travel (Mileage) and Lodging	\$	4,500.00			\$	4,500.00
Board Meeting Expenses	\$	1,000.00	\$	465.84	\$	534.16
Telephone	\$	-			\$	-
Postage	\$	1,000.00	\$	36.80	\$	963.20
Utilities	\$	-			\$	-
Dues and Subscriptions	\$	2,750.00	\$	794.43	\$	1,955.57
Data Processing - Web Hosting	\$	2,200.00	<u> </u>		\$	2,200.00
Rental Equipment	\$				\$	-
Misc. Expense	\$	3,350.00	\$	167.41	\$	3,182.59
Banking Fees	\$	200.00	\$	73.79	\$	126.21
Other Contract Services	+	200.00	+	75.75	\$	120.21
Legal Expenses	-		<u> </u>		\$	
Audit	\$	2,500.00	<u> </u>			2 500.00
Total Operations	⇒ \$	18,500.00	*	4 744 64	\$	2,500.00
	<b>P</b>	18,500.00	\$	1,711.64	\$	14,635.10
Marketing	-	10.000.00			\$	-
Printing - Marketing Materials	\$	42,000.00	\$	4,900.00	\$	37,100.00
Advertising/Grant Awards	\$	20,000.00	\$	4,788.90	\$	15,211.10
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
Events	\$	10,000.00	\$	5,364.64	\$	4,635.36
RMEC	\$	5,000.00	-		\$	5,000.00
Total Marketing	\$	87,500.00	\$	15,053.54	\$	72,446.46
Asset Development	+ *	07/000100	+	10/000104	\$	, 2,440140
and Purchase	+				\$	
Other	\$					
Total Assest Development			*		\$	-
	\$	-	\$	-	\$	-
own of Tarboro 2023 Allocation Rolled forward	\$	32,000.00	\$	32,000.00	\$	-
fown of Tarboro Reserve for Grant Match	\$	50,000.00	_		\$	50,000.00
	-			YTD		aliable Funds
TOTAL HUMAN RESOURCES	\$	42,600.00	\$	20,882.00	\$	21,718.00
TOTAL OPERATIONS	\$	18,500.00	\$	1,711.64	\$	16,788.36
TOTAL MARKETING	\$	87,500.00	\$	15,053.54	\$	72,446.46
TOTAL ASSEST DEVELOPMENT	\$				\$	-
TARBORO ALLOCATION	\$	82,000.00	\$	32,000.00	\$	50,000.00
TOTAL EXPENDITURES	\$	230,600.00	\$	69,647.18	\$	160,952.82
	-				4	
Net Gain or Loss	\$		\$	152,253.52		

DESCRIPTION ROOM OCCUPANCY TAX	NEAD			FY 2024)		
ROOM OCCUPANCY TAX	TEAR	PER	EFF DATE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
	2024	1 1	07/25/2023	-1,117.99	MAIL- OM NIV LLC	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	1	07/25/2023	-543.84	MAIL- VERTEX INC	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024				MAIL-SHREE KRISHNA INC	Contraction of the second s
ROOM OCCUPANCY TAX						OCCUPANCY TAX
	2024	3	07/17/2023		MAIL-KOVAS HOTELS LLC; BESTWESTERN	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	E	07/17/2023		MAIL-AVALARA CLIENT TRUST HOMEAWAY.COM	OCCUPANCY TAX
ROOM DECUPANCY TAX	2024	7	07/17/2023	-5.91	MAIL- AVALARA CLIENT TRUST;HOPPER(USA)	OCCUPANCY TAX
ROOM DECUPANCY TAX	2024	1	07/17/2023	-2.624.08	MAIL-AVALARA CLIENT TRUST AIRBNB INC	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024		04/23/2023		MALL OM NY LLC: BUDDET ON	
ROOM OCCUPANCY TAX		-	and the second se			OCCUPANCY TAX
the second se	2024		08/23/2023		MAN, AVALABLA CLIENT TRUST, HOWEB USA	SECUPANCY TAX
ROOM OCCUPANCY TAX	2026	2	08/23/2025	0.765.58	MAYL- AVALABA CLIENT TRUST, AIRENS INC	OCCUPANOV TAX
ROOM DCCURANCY TAX	2024		08/18/2023	5 885.54	MAIL-SHEET KEISHA INCOMEONT MIL	OCCURANCY TAX
ROOM DECURANDO YAX	2024	3	06/22/0023		MARL- CAR ANVILLE, BUDGET MIN	OCCUPANCY TAX
ROOM DOCUPANCY TAX	-				All stores in the second state and stores and store	The provide Hills of the second
	2034	-	08/32/2023		MALL-SHREE REISHING INC. DBA COMPORTING	OCCUPANCY TAX
NDOM GEOUPANEY TAX	2034		08/19/2603	-5.640.00	MALL KOSIAS HOTELS LLC	DCCUPARCE TAX
NDBAA DECURANION TAX	2024	3	0015-0420223	-1,816.00	MAIL: AVALABA CLENT TRUST ARBAIN INC	DECUPANCY TAX
ROOM OCCURANCE TAX	2024	3	08/19/2025	40.91	MAG-AVALARA CLENT TRUSTLEXPEDIA INC.	OCCURANCE TAX
ROOM OCCUPANICS TAX	2024	_	09/19/2028		I I I I I I I I I I I I I I I I I I I	and the second
	-	-	the second s		MARL- AVALABA CLIENT TRUST MOPPER LISA IN	DCCUPATERY TAX
ROOM OCCURANCE TAX	2034	1	08/04/2023	-8,4581.00	MARL-KOWAS HOTELSILC	DCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	4	10/27/2023	-552.79	MAIL- AVALARA CLIENT TRUST; EXPEDIA GROU	EXPEDIA; OCCUPANCY
ROOM OCCUPANCY TAX	2024	4	10/24/2023	-1.360.68	MAIL- OM NIV LLC-BUDGET INN	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	4	10/24/2023			Contraction of the second s
Contraction of the contract of the second seco	-				MAIL- SHREE KRISHNA INC; COMFORT INN	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	4	10/20/2023	-634.33	MAIL- AVALARA CLIENT TRUST; EXPEDIA INC	EXPEDIA INC
ROOM OCCUPANCY TAX	2024	4	10/20/2023	-1,951.84	MAIL- AVALARA CLIENT TRUST, AIRBNB INC	AIRBNB INC
ROOM OCCUPANCY TAX	2024	4	10/20/2023		MAIL- AVALARA CLIENT TRUST, HOMEAWAY.COM	HOMEAWAY.COM INC
ROOM OCCUPANCY TAX						
Ale transmission of the plate o	2024	4	10/17/2023		MAIL- KOVAS HOTELS ILC; BESTWESTERN	OCCUPANCY TAX FOR SEPT
ROOM OCCUPANCY TAX	2024	5	11/27/2023	-410.51	MAIL- AVALARA CLIENT TRUST; EXPEDIA INC	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	5	11/27/2023	-2,053.43	MAIL- AVALARA CLIENT TRUST;AIRBNB INC	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	5	11/27/2023		MAIL- KOVAS HOTELS LLC;BESTWESTERN	
ROOM OCCUPANCY TAX	2024	5				OCCUPANCY TAX
			11/27/2023	-2.77	MAIL-AVALARA CLIENT TRUST;HOPPER USA INC	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	5	11/27/2023	-1,071.25	MAIL- OM NIV LLC; BUDGET INN	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	5	11/16/2023	-5,614.91	MAIL- SHREE KRISHNA INC DBA COMFORT INN	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	6	12/28/2023		OM N/V LLC; BUDGET INN	OCCUPANCY TAX
DOM OCCUPANCY TAX	2024	6	12/20/2023			
on summer construction and summers	-				SHREE KRISHNA INC; COMFORT INN	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	6	12/20/2023	-437.68	AVALARA CLIENT THUST; EXPEDIA INC	DCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	6	12/20/2023	-1,650.94	AVALARA CLIENT TRUST; AIRBNE INC	OCCUPANCY TAX
ROOM OCCUPANCY TAX	2024	6	12/18/2023	-3 379.00	KOVAS HOTELS LLC; BESTWESTERN	OCCUPANCY TAX
COM OCCUPANCI TAX	2024		01/25/2034		SHREE KRISHNA INCI COMPORT INN	
OOM OCCUPANCY TAX						DOCUPANCY TAX FOR DECEMBER
	3034	· · · · · · · · · · · · · · · · · · ·	01/22/2034		CAR NOV LUCEUDORT INN	OCCUPANCY FOR OECEMBER
OCIM OCCUPANCY DAX	2024	t	01/22/2026	-475.85	AVALANA CLIENT TRUST ( CAPEDIA INC.	OCCURANCE FOR DECEMBER
DOM OCCUPANCE TAX	2034	2	01/18/2034	-0.328.74	REVAS HERES LLC	OCCUPANCY TAX DECEMBER
DOM DOGIFANCE TAE	2034		03/16/2004		AVACABA CUBIT TRUST ANDING INC	
Contraction of the second s	-		00.73102004	-2,4802123.	A PACING A CLIERT ORDER CARBON MC	OCCUPANCY TRE
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				-97,696.93	TOTAL COLLECTED FY 2023	
				-37,696.93 1	FOTAL COLLECTED FY 2023	
				-97,696.93 1	TOTAL COLLECTED FY 2024	
-\$15.060.56					TOTAL COLLECTED FY 2028	
-\$15,090.59			d and credited	to FY 2023	TOTAL COLLECTED FY 2023	
-\$9,213.42	т	o be depo	sited 9/15/202	to FY 2023	TOTAL COLLECTED FY 2023	
	т	o be depo		to FY 2023	FOTAL COLLECTED FY 2023	
-59,213.42 -521,782.84	T T	o be depo o be depo	sited 9/15/202 sited 10/13/20	to FY 2023 23 123	TOTAL COLLECTED EY 2028	
59,213.42 521,782.84 -\$14,672.27	T T T	o be depo o be depo o be depo	sited 9/15/202 sited 10/13/20 sited 11/10/20	to FY 2023 13 123 123	TOTAL COLLECTED FY 2024	
-59,213.42 -521,782.84 -\$14,672.27 -\$13,678.87	T T T T	o be depo o be depo o be depo o be depo	sited 9/15/202 sited 10/13/20 sited 11/10/20 sited 12/19/20	to FY 2023 13 123 123 123 123	TOTAL COLLECTED FY 2023	
59,213.42 521,782.84 -\$14,672.27	Т Т Т Т	o be depo o be depo o be depo o be depo o be depo	sited 9/15/202 sited 10/13/20 sited 11/10/20 sited 12/19/20 sited 1/19/202	to FY 2023 13 1223 123 123 123 123 124	TOTAL COLLECTED EY 2028	
-59,213.42 -521,782.84 -\$14,672.27 -\$13,678.87	Т Т Т Т	o be depo o be depo o be depo o be depo o be depo	sited 9/15/202 sited 10/13/20 sited 11/10/20 sited 12/19/20	to FY 2023 13 1223 123 123 123 123 124	FOTAL COLLECTED FY 2023	
-59,213.42 -521,782.84 -\$14,672.27 -\$13,678.87	Т Т Т Т	o be depo o be depo o be depo o be depo o be depo	sited 9/15/202 sited 10/13/20 sited 11/10/20 sited 12/19/20 sited 1/19/202	to FY 2023 13 1223 123 123 123 123 124	TOTAL COLLECTED FY 2023	
-59,213.42 -521,782.84 -\$14,672.27 -\$13,678.87	Т Т Т Т	o be depo o be depo o be depo o be depo o be depo	sited 9/15/202 sited 10/13/20 sited 11/10/20 sited 12/19/20 sited 1/19/202	to FY 2023 13 1223 123 123 123 123 124	TOTAL COLLECTED FY 2024	
-59,213.42 -521,782.84 -\$14,672.27 -\$13,678.87	Т Т Т Т	o be depo o be depo o be depo o be depo o be depo	sited 9/15/202 sited 10/13/20 sited 11/10/20 sited 12/19/20 sited 1/19/202	to FY 2023 13 1223 123 123 123 123 124	TOTAL COLLECTED FY 2023	
-59,213.42 -521,782.84 -\$14,672.27 -\$13,678.87	Т Т Т Т	o be depo o be depo o be depo o be depo o be depo	sited 9/15/202 sited 10/13/20 sited 11/10/20 sited 12/19/20 sited 1/19/202	to FY 2023 13 1223 123 123 123 123 124	TOTAL COLLECTED EY 2028	
-59,213.42 -521,782.84 -\$14,672.27 -\$13,678.87	Т Т Т Т	o be depo o be depo o be depo o be depo o be depo	sited 9/15/202 sited 10/13/20 sited 11/10/20 sited 12/19/20 sited 1/19/202	to FY 2023 13 1223 123 123 123 123 124	FOTAL COLLECTED FY 2023	
-59,213.42 -521,723.84 -\$14,672.27 -\$13,678.87 -\$12,912.86 -\$11,345.08	T T T T T	o be depo o be depo o be depo o be depo o be depo o be depo	sited 9/15/202 sited 10/13/2( sited 11/10/2( sited 12/19/2( sited 1/19/202 sited 2/19/202	to FY 2023 13 123 123 123 123 123 123 14 14		
-59,213.42 -521,782.84 -\$14,672.27 -\$13,678.87	T T T T T	o be depo o be depo o be depo o be depo o be depo o be depo	sited 9/15/202 sited 10/13/2( sited 11/10/2( sited 12/19/2( sited 1/19/202 sited 2/19/202	to FY 2023 13 1223 123 123 123 123 124		

**ARPA Enabled Projects** 

Total Allocation \$	9 997 833 00		Chant		
		-			
		_		Other Sit	Other Site Work @ Kinsehoro
Econ. Developme \$	1,686,125.00	ŝ	1,686,125.00	Kingsboro Land Obligation #1 Complete	0
\$	2,613,000.00	ŝ	2,613,000.00	Kingsboro Land Obligation #2 Complete	16,000.00 Vegetaton Control - Complete
\$	328,531.00		328,531.00	Complete	50,000,00 Drainane work on Bod B
Ŷ	150,000.00	ŝ	16,000.00	ork Needed at Kingbo Ongoing	7,450,00 Landscaping and Signage Design
		4		N	25,000.00 Signage
Intrastructure \$	1,000,000.00	_			50,000.00 Landscaping
		_		3	1,550.00 MISC
		4		\$ 150,	150,000.00
Public Health			•		134,000.00 Balance
\$	25,000.00	_		1	
Ş	910,895.00		910,895.00	HVAC Replacements Complete	
\$	1,000,000.00	_	1,000,000.00	Payroll for Public Health Complete	
\$	50,000.00	ŝ	50,000.00	Work in Commissioners Room Complete	
Premium Pay \$	1,000,000.00	ŝ	1,000,000.00	To Pav Hazard Pav Bonuses to Complete	
		_		Staff	
Economic Impact					
Ş	250,000.00	_	249,442.00	249,442.00 Crisis Intervention Program at DSS Complete	
Ŷ	100,000.00	s	24,000.00	Urgent Home Renovations Underway	
COUNTY CIP \$	220,000.00	ŝ	180,218.00	New Loader at Landfill Underway	
Ş	664,282.00			Roof at Detention Center Underway	
Total Budget \$	9,997,833.00	S	8,058,211.00		
		Ś	1,939,622.00		