

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

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

1. **MEETING CALLED TO ORDER.**
2. **SAFETY INSTRUCTIONS.**
3. **PRAYER.**
4. **MINUTES OF PREVIOUS MEETING PRESENTED FOR APPROVAL.**
September 5, 2023
5. **PUBLIC HEARING:**
 1. **A public hearing is called to order relative to the proposed Schedules, Standards and Rules to be used in the 2024 reappraisal of real property in Edgecombe County. (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.**
 2. **A public hearing is called to order to receive citizen input regarding a rezoning request for property located on Colonial Road, Tarboro from AR-30 to R-20. (Attachment #2)**
 - 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.**

f. Consideration of approval.

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

- 3. A public hearing is called to order to receive citizen input regarding a rezoning request for property located at 12615 US 64 Alt. West, Rocky Mount from AR-30 to B-2. (Attachment #3)**
 - 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.**
 - f. Consideration of approval.**

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

6. SCHEDULED APPOINTMENT(S):

- A. Tanya Heath, Cooperative Extension Director, to recognize 4-H Youth for their participation in district and State competitions.**
- B. Todd Gardner, Tar River Transit and Betty Battle, Edgecombe County Social Services Director, to respond to concerns regarding non-emergency medical transportation.**

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 #4)**

(Recommended action: Approve as presented.)

- B. Consideration of approval of land transfer to the Edgecombe County ABC Board. (Attachment #5)**

(Recommended action: Approve as presented.)

- C. Consideration of option to address fleet needs. (Attachment #6)**

(Recommended action: Authorize the Manager to proceed with the purchase of twenty vehicles for the Sheriff's Office.)

- D. Consideration of approval of corrections to the Compensation Plan.**

(Attachment #7)

(Recommended action: Approve as presented.)

E. Consideration of approval of the URP23 Funding Agreement. (Attachment #8)

(Recommended action: Approve as presented.)

F. Consideration of approval of application from Tar River Transit for FY-24 Rural Operating Assistance funds. (Attachment #9)

(Recommended action: Approve as presented.)

G. Consideration of approval of surplus vehicle and computer equipment. (Attachment #10)

(Recommended action: Approve as presented.)

H. Consideration of approval of Resolution to Accept the 2022 Water Asset Management Grant Award. (Attachment #11)

(Recommended action: Approve as presented.)

I. Consideration of approval of Resolution to accept the 2022 VUR Sewer System Study Grant Award. (Attachment #12)

(Recommended action: Approve as presented.)

J. Consideration of approval of calling for a public hearing for a Special Use Permit request for property located off Ellis Lane. (Attachment #13)

(Recommended action: Call for a public hearing to be held at the November 6, 2023 meeting.)

K. Consideration of approval of Community Development Block Grant – Neighborhood Revitalization Application Housing Selection Committee Bylaws and Guidance. (Attachment #14)

(Recommended action: Approve as presented and call for a public hearing at the November 6, 2023 meeting relative to the Community Development Block Grant – Neighborhood Revitalization application.)

9. **PLANNING BOARD REPORT:**
 1. Planning Board training session conducted by Chad Meadows, CodeWright Planners.
 2. September 18, 2023 draft minutes.
10. **AFTERLISTS AND RELEASES FOR REVIEW AND APPROVAL.**
11. **CONTRACTS FOR REVIEW AND/OR APPROVAL.**
12. **DEPARTMENTAL REPORTS FOR REVIEW.**
 - A. Water and Sewer update.
 - B. Monthly Financial Summary.
 - C. Update on Tornado Debris Cleanup and Tipping Fee waiver.
 - D. Edgecombe Soil and Water Conservation District Newsletter.
13. **MANAGER'S REPORT.**
 - A. Major events and updates.
 - B. Workforce Development Indicators.
 - C. TDA financial report.
 - D. Update on FY-22 State Appropriation Grants.
 - E. Update on Countyline Merger.
 - F. Budgetary impact of the loss of federal inmates.
 - G. Edgecombe Works! Promise Program.
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
TUESDAY, SEPTEMBER 5, 2023 AT 7:00 P.M.
IN THE JONATHAN FELTON COMMISSIONERS ROOM
COUNTY ADMINISTRATIVE BUILDING
TARBORO, NORTH CAROLINA

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

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

MEMBERS ABSENT: None.

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

2. SAFETY INSTRUCTIONS.

Safety instructions provided by Mrs. Bess.

3. PRAYER.

Prayer provided by Rev. Hines.

4. MINUTES OF PREVIOUS MEETINGS PRESENTED FOR APPROVAL.

Rev. Hines moved to approve the minutes of the August 1, 2023 and August 7, 2023 meetings as presented. Mr. Webb seconded the motion, which carried by unanimous vote.

5. SCHEDULED APPOINTMENT(S):

A. Bob Pike, President of Carolinas Gateway Partnership, introduction.

Mr. Norris Tolson introduced Mr. Pike, new President of Carolinas Gateway Partnership.

Mr. Pike thanked the Board for allowing him to serve the people of Edgecombe County.

B. Chayce Bryant, Boys & Girls Club, reported on his experience at the NCACC Conference that he attended last month.

Mr. Bryant stated that his mother instilled in him to be accountable and responsible. He stated that overall, he had a good experience at the conference. Topics discussed were the principles of leadership and emotional intelligence. He stated that he was disappointed and humiliated that there were no Edgecombe County Commissioners at the Saturday morning event. Out of 77 counties represented, no commissioner there to represent his County. Mr. Bryant stated that the humiliating part was when other County Commissioners volunteered to sit with him at his table or chose not to. He was tempted to sit with the Nash County delegate that traveled with him, but his table was fully represented. The disappointment came when he felt this was the time that he truly

wanted to be an advocate for teenagers in his county and discuss those issues previously presented to the Board in the hopes of finding ways to manage bullying, mental health and poverty, but unfortunately that did not take place. He asked the Commissioners to all be true leaders in Edgecombe County and be more accountable and responsible to the teenagers that live in the County.

C. John Easterling, KTS Strategies, to provide State lobbying update.

Mr. Easterling was joined by his colleague Mr. Nelson Freeman. Mr. Freeman stated that we still remain in a budget stalemate between the House and the Senate. We were in an accelerated path to work through a very large budget surplus this year. The State continues to maintain a track of putting in to strategic savings reserve funds to safeguard against future natural disasters. Eastern North Carolina continues to suffer from prior natural disasters that have not yet been solved and the legislature, in the future, would like to be able to fund more of that more quickly if given that chance. Part of that means that there is less money to spend on other projects that legislators may bring forward as they are contemplating both those levels of projects as well as continued tax reform and certain revenue generating activities. The discussion that was thought to conclude on July 1st continues now into September and could be done next week or on October 1st. Once a State budget is passed it does take 45 to 60 days for funds that have been appropriated to be distributed. You can begin to encumber those activities once a budget is signed into law by the Governor.

Mrs. Harris asked if there has been anything specific for Edgecombe County that they have walked both sides of the hall for since the County engaged their company.

Mr. Easterling stated that there are a number of items that they have worked on in coordination with the County's delegation, Senator Candi Smith and Representative Shelly Willingham. One was equipment and uplift of the Edgecombe Works Innovation Camp campus at a cost of \$3 million; Kingsboro sewer extension phase II was put in; the Animal Shelter, which has been an area of discussion for a new outfit of \$2 to \$5 million; and Sheriff's vehicles for \$1 million. He stated that Edgecombe County received some damages from the recent tornado and they have had conversation with the Governor's Office about how can they get some funding in the area of about \$1 million for some of those damages.

D. Courtney Richardson and Na'im Akbar, Rural Opportunity Institute (ROI), present to introduce and inform the Board of work ROI is doing in the County.

Ms. Richardson provided information on the work they do in conjunction with Rural Opportunity Institute and Edgecombe County community. They work to find innovative solutions to affect change in our communities in a number of ways through building resilience in our communities and building opportunities for Workforce Development and policy improvements. They work closely with the Edgecombe County Sheriff's Office, as well as the Tarboro Parks and Recreation. She stated that over the past year and a half they spent time in the community doing deep listening, understanding more about what the community's needs are and what the community would like to see in terms of how they support. They presented on:

- ROI's Policy Program.
- Aiming to disrupt Prison to Pipeline system (Working with SROs).

- Workforce Development (Internships with high school students).

E. Brett Brenton, My Future NC, presented on statewide efforts and recommendation of local goals.

Mr. Brenton presented on:

- House Bill 664: To ensure that the State remains economically competitive, the State shall ensure that by the year 2030; 2 million 25-44-year olds will have completed a high-quality credential or postsecondary degree.
- Edgecombe County's LEAKY Education PIPELINE
- Local Educational Attainment Collaboratives.
- An Opportunity for all.
- 2022 County Attainment Profiles.
- County Profile Snapshots.
- Next Steps.
- Accelerate Action.

After the presentation Mrs. Harris moved to approve Resolution to Support the myFutureNC Attainment Goal. Mrs. Powell seconded the motion, which carried by unanimous vote.

F. Mrs. Tarasa Lewis, Tax Administrator, presented the proposed Schedules, Standards and Rules to be used in the 2024 reappraisal of real property.

Mrs. Lewis stated that the proposed Schedules, Standards and Rules to be used in the 2024 reappraisal of real property in Edgecombe County is being presented to the Board of Commissioners tonight. In accordance with North Carolina General Statute 105-317(1); a copy of the schedules will be placed in the Office of the County Manager and in the Office of the Tax Assessor where they will remain available for public inspection. A date for the public hearing on the proposed Schedules, Standards, and Rules needs to be set. Mrs. Lewis proposed that date be held by the Board of Commissioners at the regularly scheduled meeting on Monday, October 2, 2023 at 7:00 p.m. in the Jonathan Felton Commissioners Room.

Rev. Hines moved to call for a public hearing to be held at the October 2, 2023 meeting. Mrs. Powell seconded the motion, which carried by unanimous vote.

6. PUBLIC PETITIONS.

Mr. Larry McNeil, 303 William Walston Lane, Tarboro, stated that Mrs. McNeil got into the transportation company to build a service and serve the community and she has done exceptionally well. He stated that they are not here for the Board to change their mind about renewing their contract, but there are things that could have been done better when it comes to the drivers and the people of Edgecombe County that they were serving. A three day notice to let them know that their contract would no longer be honored, he did not know where that came from. He stated that this did not hurt Fountain Transportation, but it did hurt the people of Edgecombe County. He stated that he has been in a couple of meetings with Mr. Evans regarding Get off the List and with what was done and how it was done more people were added to the unemployment line, added more people who cannot get to their appointments on time and missed appointments because they did not have any way to get there. Mr. McNeil stated that he

was very disappointed in Edgecombe County. If it was known that the contract was not going to be renewed they should have been told that it was their last month by giving a thirty-day notice.

Mr. Evans provided context to the process stating that the service that Mr. McNeil is referring to is the non-emergency Medicaid eligible transportation coordinated through DSS. Our primary transportation provider is Tar River Transit. We found the need to have a secondary company to fill in the gaps where Tar River Transit is not able to meet those needs adequately. Over the years, we have had different companies to do that. Mr. Evans stated that a couple of months ago we went back out to solicit proposals for this service as we should do as part of our procurement process. Multiple proposals were received. Mrs. Battle, DSS Director, and her team members reviewed those proposals and rated them based on a rating system that was included in the RFP that was published. Based on their review of that criteria it was used to make the recommendation for the company selected. That recommendation was brought to the Board and it was a different company. He stated that they knew that we were going through this proposal process and they would not have known whether they would have been selected or not until the process was complete. Citizens who rely on that service still can get that service. It has to be coordinated through DSS. Mr. Evans stated that we were doing our due diligence to go out and solicit other proposals.

Mrs. Harris asked how long has Fountain Transportation been providing the Service.

Mr. Evans stated about two years.

Mrs. Harris stated that she did not recall it coming before the Board, but she remembers the new company. She asked if the three days' notice correct.

Mr. Evans stated that he would have to verify that. He stated that they have been aware that we were soliciting proposals and that process was going on.

Mr. Wiggins stated that what comes before the Board is the recommendation of who will get the contract. The Board is not involved in the selection process.

Ms. Tamika Brown stated that she lives in Edgecombe County. She stated that the day those riders found out that they had to find their own way there, all of us do not have it easy. Some of us had to come out of pocket. Some of us go to dialysis using this transportation. Where we could not find other people to come get us we are missing dialysis treatments behind this. We definitely do not want to ride with Rocky Mount Transit, because if you have to get up at 3:00 in the morning to catch ride and your appointment is not until 6 or 7:30 and you are on this van until then. They pick you up whenever they get ready. I have been sitting out there getting off the machine at 2 o'clock and did not get home until 6 o'clock, sometimes 7 or 8 o'clock. She stated that Rocky Mount Transit are some of the rudest, disrespectful people she has ever seen in her life. If you are overweight they do not want to put you on the ramp. Instead of them coming to your door they will leave is you are not out there in five minutes and they are not coming back to get you. Fountain opened up a lot of doors. They were given time enough to be home to eat breakfast in the morning and got us home in time to get some of our kids off the bus. Ms. Brown stated that she learned that day that she did not have a ride. There are people who have not been

able to come to dialysis because they do not have a way to get there. The ones that are picking up now are using their personal cars that smell like marijuana, sex and every other thing that you can imagine. A car that Social Services put them in. She stated that missing dialysis is a problem. She stated that it not only took from her, it took out of drivers and family members mouths because it was decided to not renew a contract. She stated that this will not be the last time she will be seen. Until the contract is given back they will be at every meeting.

Ms. Brenda Lyons stated that if you have to go to Greenville, they only have three days a week and if you do not make that appointment with them those three days a week you do not get there. She stated that last Thursday her wheelchair needed repair and she had medications she needed to pick up and she had a new doctor. She could not get to the doctor's office and when she called Social Services they told her she had to ride Tar River Transit. She stated that they did her wrong. She almost died on Tar River Transit van one day. The driver ran in front of cars and the rider beside tore the arm of her chair off. She stated that she called Mrs. McNeil because she was tired of Tar River Transit. Ms. Lyons stated that Tar River Transit treated them like dirt and did not fix her chair. She stated that they broke the light on her chair. She stated that they are on the van all day long and are hungry and have to use the bathroom. They should not be treated like dogs. She stated that it should be no problem for them to ride Fountain Transportation. Fountain Transportation treats them nice and are there when you call and say you are ready.

Ms. Regina Cantey, Tarboro, stated that Fountain Transportation did propose a contract for non-emergency medical driving. She stated that they submitted it June 6th. They have been working with Edgecombe County for three years and four months. When it was a problem with rates they always came together to negotiate a rate for Edgecombe County. She felt as if this issue is personal, because she has had issues with Ms. Betty Battle, the Director, through email. A personal issue to attack Fountain Transportation. She did not think it was they out bided them or their bid was lower. That is not the case. Ms. Cantey stated that they received an email on August 28th telling them that they no longer had the bid and the reason why was because she kept emailing Ms. Betty Battle and cc'd Mr. Evans. She never received a response from Ms. Betty Battle. She had one of her personnel folks to email her an attachment from her. She never responded back. She asked Mr. Evan to please check his email from August 31st and September 1st and he will see so many emails from dialysis clinics and hospitals that will let him know that citizens have missed numerous appointments, because they have no transportation. She stated that she is not for pity. They are here to serve Edgecombe County and she is unemployed because of the termination of the business. She stated that she has four kids and she need her job. She stated that the procedure was done incorrectly.

Dr. Tracy Phillips, 1109 US Highway 301, Whitakers, stated that at a recent Board meeting, she stood before the Board with deep concern, ignited by unsettling discoveries in the State Auditor's report. These revelations exposed a series of alarming issues: unapproved Board Amendments, IRS payment delays, incomplete bank accounts purchasing policy violations, employee overpayments, and excessive insurance costs. In response to this severe mismanagement of our county's resources, she boldly called for the County Manager's resignation. To her dismay, the Board Chair endorsed the County Manager's performance, pledging that Mr. Evans would remain in his role. While this endorsement may have been well-intentioned, it inadvertently signals tolerance for ineffective job performance. This is a leadership concern that carries grave

implications for County employees and Edgecombe County as a whole. It's like a slow-acting poison, gradually eroding our foundations. This leadership failure has condemned Edgecombe County to the lowest statewide rankings, marked by poor health statistics, persistent child poverty, underperforming schools, housing crises, stagnant economic growth, and a shrinking population. Moreover, a startling 24% of our population is aged 65 or older, contributing to a dwindling tax base. Leadership must bear responsibility, and Mr. Wiggins, who has served as Chair for over a decade, must reflect on his role in our County's current state. Dr. Phillips stated that her concern goes beyond acknowledging failure; it centers on embracing change. Failure, while not a death knell, can become one if we stubbornly refuse to change. The evidence is clear: the current approach is not working. Adding to our challenges, this Board imposes the second-highest property tax rate statewide. But at this September meeting we are to hear plans of upcoming increases in assessments. The assessments should be frozen for 3 years. Rising property taxes disproportionately burden low-income households, increasing the risk of defaults and foreclosures. There is a way to alleviate this burden. The Board has the opportunity to use the \$10 million surplus from FY-22 and consistent surpluses from FY-20 to FY-22 to reduce our property taxes from .95 to .67. This adjustment would align our tax rate with Nash County's, promote economic growth, and benefit our citizens and businesses. She implored the new CFO Mrs. Barfield to evaluate this proposal and confirm its benefits and feasibility. It is disheartening to witness the County Government's inexplicable expansion while our population dwindles. Edgecombe County has seen a 13% decline compared to Nash County's 1.4% increase since 2013. Yet, County Government is adding six new positions, including an additional tax collector, while the Board rewards itself with 10% salary hikes. In stark contrast, our protective services, including EMS and Sheriff/Detention services, the backbone of our community, receive a mere 5% increase. Hope dims further as our once-promising Kingsboro Industrial site, a symbol of economic promise, flickers with no workforce in site. The County's persistent decline reflects failed leadership, exemplified by the recent "Get Off the List" campaign. Remarkably, this was the first time in over two decades that the County Manager engaged with the community to address our abysmal statewide rankings in well-being, mortality, and overall quality of life. Regrettably, County commissioners were conspicuously absent from these community meetings. To make matters worse, the County Manager audaciously informed attendees that services could be improved, despite commendable community efforts. Given this disheartening track record, the Board offers taxpayers zero return on investment. Instead, it shifts the burden of mismanagement and poor decision-making onto our children and grandchildren. This feels like a slap in the face to generations deeply invested in our community. Trapped in a mentality of chronic underperformance, a culture of blame, and providing band-aid solutions to deeply entrenched long-term problems, the citizens of Edgecombe County don't want to merely survive but to live. And they deserve a future. We expect better. We deserve more. Enough is enough.

Mr. Abram Pretty, driver for Fountain Transportation, stated that Fountain Transportation is a good company to work for. He stated that they reassure people that they are going to take them to their appointments and back home as quick as possible. The riders love them because they do not just drop them off at their driveway and leave them. They help the people and are polite to them. Mr. Pretty stated that he would hate to see the company go.

Curmilus Dancy, 127 Midway Lane, Tarboro, P O Box 1391, Pinetops, stated that the last time he was here, he is always coming about the Sheriff's Office cars and other stuff. He stated that after

he left the last time he learned that the Sheriff's Office does not have the Federal prisoners anymore. He stated that it brought in a lot of income. He did not understand why that money could not have been used to get cars. Mr. Dancy stated that on last Thursday morning he left home to go to work and his transmission went out. He stated that he would hate to see, or need a Sheriff's Deputy to come to his house, in his neighborhood or anywhere in the County and their car put them down like his did. He stated that he is here again asking that we get some cars for our Sheriff's Office in the near future.

Mrs. Harris stated that the Board did not get a 10% increase. She stated that they live in the County and pay the same tax rate. Mrs. Harris stated that she lives in Tarboro so she pays city tax and county tax. She stated she is not throwing anything on anyone that she does not have to pay.

Mr. Wiggins stated that he has heard sufficient information from some of the public in terms of the transportation. We need answers as it relates to the transition company that just got the contract. We need information on Tar River Transit in terms of the conduct. There were allegations made that and the Board needs answers to those concerns. Mr. Wiggins stated that relative to other complaints, sometimes they do not have all of the information when they come to complain to the Board, as a Board they have a policy not to necessary exchange with the public in terms of giving answers here, because it might take some investigation from staff to respond to some of the concerns. The Board honors what staff recommends in terms of the process that they take to do contracts and Mr. Evans will review that process.

Mr. Thorne asked can we not have more than one provider that they choose reimbursement for.

Mr. Evans stated that typically we have just one in addition to Tar River Transit. There just has not shown enough need for multiple providers and if you spread that to thinly, it is difficult for a company to ramp up, purchase vans, hire staff to be able to provide that service if they are not sure if they are going to get an adequate volume of riders.

Mr. Wiggins stated that these are backups to the initial provider.

Mr. Evans stated that Tar River Transit has a broader route and because of a broader route they are not able to provide a timely service. Which is another reason for having a second provider, who has more flexibility. The initial approval has to go through our Department of Social Services to make sure it is Medicaid eligible and it is approved and then it is scheduled with the provider.

Mr. Thorne asked why is Tar River Transit always first.

Mr. Evans stated that Tar River Transit has an overall contract with Nash and Edgecombe County to provide service. Not just Medicaid related transportation, but also the Rural Transportation grant that we get through the North Carolina Department of Transportation, they administer that for us as well.

Mr. Boswell asked if the providers have a code of ethics or operations or safety rules.

Mr. Anthony Davis stated to Mr. Evans that he has contacted him on several occasions and was told that you would call me. He has been sitting by the phone waiting on him to call. He stated that the new company called him and said they were out in front of his house and he told them that they could not be in front of his house, because he was in front of it. Mr. Davis stated that the driver told him she was at an address in Tarboro. He resides in Rocky Mount. The right address was given to the driver. That was the same day he called Mr. Evans and was told that he was in a meeting and would call as soon as he comes out of the meeting. He stated that someone's back is getting scratched with this new company because they do not have the vehicles to accommodate two wheelchairs.

7. OTHER BUSINESS:

A. Approval of calling for a public hearing for the Community Development Block Grant-Neighborhood Revitalization grant application.

Mr. Evans stated that at the last meeting, we discussed NC Department of Commerce's Community Development-Block Grant – Neighborhood Revitalization (CDBG-NR) program. The program provides funding for the renovation and replacement of substandard housing for low-moderate income families. Funds may be spent on rehabilitation (including scattered site housing), acquisition, clearance, relocation, substantial rehabilitation, replacement housing and emergency repairs. We planned to have the second required public hearing at this meeting, but the final program guidelines were only recently released, and the due date for applications is November 15, 2023. Therefore, we need additional time to prepare the application before we present it for public comment. Mr. Evans stated that under the CDBG-NR program, projects must incorporate at least one of the following livability principles as a focus:

- Promote equitable, affordable housing. Expand location and energy-efficient housing choices for people of all ages, incomes, races, and ethnicities to increase mobility and lower the combined cost of housing and transportation.
- Support existing communities. Target federal funding toward existing communities – through strategies like transit-oriented, mixed-use development, and land recycling – to increase community revitalization and the efficiency of public works investments and safeguard rural landscapes.
- Value communities and neighborhoods. Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods – rural, urban, or suburban.

Mr. Evans stated that we are currently drafting an application to provide scattered-site housing rehabilitation. This type of assistance for existing housing stock continues to be a great need here in Edgecombe County, and there are few other sources of funding to meet that need. In housing rehabilitation, we are typically able to perform comprehensive repairs to address major structural, mechanical, and even accessibility needs for low-to-moderate income residents.

Rev. Hines moved to call for the second public hearing to be held at the October 2, 2023 meeting. Mr. Boswell seconded the motion, which carried by unanimous vote.

B. Approval of budget amendments.

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

C. Approval of Interconnection Agreements between Water and Sewer Districts.

Mr. Webb moved to recess regular meeting of the Board of Commissioners and convene as Governing Body of Water and Sewer Districts 2 and 6.

Approval of Interconnection Agreement Resolution for Water and Sewer District 2.

Mr. Matthews presented for approval a resolution authorizing the County Manager to execute an Interconnection Agreement between Edgecombe County Water & Sewer District No. 2 and Edgecombe County Water & Sewer District No. 6. The Interconnection Agreement will allow water and wastewater to travel between the two districts.

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

3. Approval of Interconnection Agreement Resolution for Water and Sewer District 6.

Mr. Matthews presented for approval a resolution authorizing the County Manager to execute an Interconnection Agreement between Edgecombe Water & Sewer District No. 6 and Edgecombe County Water & Sewer District No. 2. The Interconnection Agreement will allow water and wastewater to travel between the two districts.

Mr. Webb moved to approve the resolution as presented. Mr. Thorne seconded the motion, which carried by unanimous vote.

Mr. Webb moved to adjourn as Governing Body of Water and Sewer Districts 2 and 6 and reconvene the regular meeting. Rev. Hines seconded the motion, which carried by unanimous vote.

D. Approval of Amendment No. 2 to the Grant Project Ordinance for Water and Sewer District 6.

Mr. Matthews presented for Board consideration Amendment No. 2 to the Grant Project Ordinance for the Edgecombe County Water & Sewer District 6 Water and Wastewater System Improvements project. The amendment offers additional subsequent grant funding in the amount of \$2,327,000.00, bringing the total project budget to \$9,401,000.00.

Mrs. Powell moved to approve Amendment No. 2 to the Grant Project Ordinance as presented. Rev. Hines seconded the motion, which carried by unanimous vote.

E. Approval of contract with T.A. Loving Company for Water and Sewer District 6.

Mr. Matthews presented for Board consideration the construction contract with T. A. Loving Company in the amount of \$5,918,826.25. Bids for the Edgecombe County Water & Sewer District No. 6 Water and Wastewater System Improvements project were opened on March 31, 2023 and T.A. Loving Company was the lowest responsible bidder.

Mr. Boswell moved to approve the contract with T.A. Loving Company as presented. Rev. Hines seconded the motion, which carried by unanimous vote.

F. Approval of Change Order No. 1 with T.A. Loving Company for Water and Sewer District 6.

Mr. Matthews presented Change Order No. 1 to the District 6 Water and Wastewater Systems Improvements Contract with T.A. Loving Company. Change Order No. 1 will increase the current construction contract of \$5,918,826.25 to \$7,877,346.25. The additional \$1,958,520.00 was made possible by additional USDA-RD grant funds. Mr. Boswell moved to approve Change Order No. 1 as presented. Mr. Throne seconded the motion, which carried by unanimous vote.

G. Approval of Amendment No. 2 to the Water and Sewer Operations Ordinance.

Mr. Matthews presented for Board consideration Amendment No. 2 to the Water and Sewer Operations Ordinance, originally adopted June 28, 2023 as part of the Budget Adoption. The purpose of this Amendment is to make corrections to the Water and Sewer Incentive Rate Schedule for FY-24.

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

H. Approval of Eagles Road Water Line Extension Project.

Mr. Matthews stated that we received notice from the NC Department of Environmental Quality of a grant award for the 2022 Eagles Road Water Line Extension Project. The award, which are federal ARPA funds, totals \$1,126,850. The project will extend an 8" water line along Eagles Road, which will provide potable water to approximately 20 residences. Mr. Matthews recommended that the Board approve the resolution, grant project ordinance and budget amendment as presented.

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

I. Approval of Resolution to Authorize Application for Infrastructure Funds.

Mr. Matthews stated that the Board previously adopted a resolution to authorize the submission of an application for grant funding available through the NC Department of Environmental Quality. The 2023 General Water System Improvements application were not awarded in the first three rounds but is eligible to resubmitted.

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

J. Approval of Phase 1B of Compensation Plan implementation.

Mr. Evans stated that on June 28, 2023 the Board approved the Phase 1A of our new Compensation Plan. In that, we created new compensations structures for Sheriff/Detention, EMS, Healthcare and General County Offices. Based on the market

study conducted by Mercer, increases were approved as follows:

- Sheriff/Detention: 5%
- EMS: 5%
- Healthcare: 8%
- County Offices: 10%

Those increases were effective July 21st for staff employed as of June 20, 2023. Those increases were in our most recent pay, and on behalf of our entire team, Mr. Evans thanked the Board. He stated that was a tremendous step forward for us in closing the gap with our surrounding labor market and will be a tremendous help in slowing down turnover. We have not yet implemented the new pay scales, therefore new staff coming in are still being paid with our long-outdated pay scale. Mr. Evans recommended that the Board consider implementation of Phase 1B, to apply the new pay scales. Since sharing the last proposed pay scales with the Board, we have made some changes to improve them. These changes not only made further improvements to relative position placement, gave clearer opportunities for career opportunities for career growth, and modernized some of our position titles, it also minimized the financial impact of implementing the new scales. Mr. Evans stated that the next step, Phase II, will build in a relevant years of service model. We will further study that plan to revisit it when we present the FY-25 budget in the Spring. Mr. Evans recommended that the Board approve the Compensation Plan Ordinance that will apply the new pay scales under our overhauled compensation plan as presented.

Mrs. Johnna Sharp, Consultant, provided a refresher of the overall new structure and some of the changes and improvements that have been made.

Mr. Wiggins moved to approve the Compensation Plan Ordinance as presented. Mrs. Powell seconded the motion, which carried by a vote of 5 to 2. Mr. Thorne and Mr. Boswell opposed.

K. Approval of recommended safety improvements for the County Administration Building.

Mr. Evans stated that in light of the unfortunate truth that we live in a time where safety for employees in public buildings is a growing concern, along with reoccurring incidents our staff have faced where they were concerned for their safety, we have explored ways we can improve security in our buildings. Something that quickly came to our attention is that several of our offices are more vulnerable than others, which we need to address immediately. Whereas in most of our buildings, we now have a combination of doors, counters, and glass shields that form a protective barrier for our staff. However, right here in the Administration Building, we have several offices where that is not the case. A relatively easy and cost-effective way to improve security in these offices is to install entry locks with key fob access and doorbells. In two offices, windows also need to be installed in the main entry doors. The estimate for the cost of the project is \$60,000. Mr. Evans recommended that the Board take two actions that would greatly help improve security in this building. First, to approve the budget amendment to appropriate an additional \$60,000 to Maintenance. Second, approve Environ as the sole source vendor for that service.

Mr. Boswell moved to approve the budget amendment as presented. Mr. Thorne

seconded the motion, which carried by unanimous vote.

Mr. Boswell moved to approve the quote and contract with Environ as presented. Mrs. Harris seconded the motion, which carried by unanimous vote.

L. Approval of request for the naming of Daniel Street Extension.

Mr. Evans stated that he received a request from Mr. Joe Pitt requesting that Daniel Street Extension be named in honor of Mr. Clark Jenkins. This request ultimately must be approved by the NC Transportation Board, but they ask for support of the local governing board. He stated that if the Board would like to support Mr. Pitt's request, he will work with them to submit the application that must be first reviewed by NC DOT staff. If it meets their requirements, he will then present a resolution for the Board to consider, which will accompany his application before the Transportation Board.

Mr. Wiggins moved to support the request for the naming of Daniel Street Extension in honor of Mr. Clark Jenkins. Mr. Thorne seconded the motion, which carried by unanimous vote.

M. Approval of Sole Source purchase contracts.

Mr. Evans presented for consideration the quote to upgrade the SCADA (Supervisory Control and Data Acquisition) system, along with the annual maintenance agreement for the Utilities Department. The quotes and maintenance agreement are provided by SEI (Systems East INC.), who is our current SCADA system vendor. According to our Financial Policy, under "Competitive Bidding" when goods or services are only available from a single source, those items can be purchased or contracted through "Sole Sourcing" but must be approved by the governing body prior to purchase award.

- SCADA Upgrades with SEI (Systems East Inc.)
- Recycling Contract with Recycling and Disposal Solutions
- Key Fob System with Envirocon, Inc.
- Ammunition Purchase with Vista Outdoor/Keisler Police Supply
- Ambulance Purchase with Nottoway Rescue Squad, Inc.

Rev. Hines moved to approve the approve as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

Mr. Boswell moved to approve budget amendment 5B for SCADA System upgrade as presented. Mr. Boswell seconded the motion, which carried by unanimous vote.

N. Approval of Memorandum of Agreement with NC Emergency Management for Tornado Recovery Funding.

Mr. Evans stated that the NC Department of Public Safety is appropriating \$100,000 to Edgecombe County to assist with debris cleanup from the recent tornado. Though this is likely not enough to cover the cost to remove all associated debris, we are thankful for this, especially considering we did not have enough homes substantially damaged to qualify for a disaster declaration. The total estimated cost of removing the debris, including tipping fees is \$367,375. If we waive the tipping fees and absorb the cost of grinding the vegetative debris with our usual debris grinding, then the total estimated cost is \$147,250. Mr. Evans stated that we will continue to work with the State to secure

additional funding for debris cleanup. However, to proceed with removing the debris, he recommended that the Board approve the MOA with NC Department of Public Safety, waive the tipping fees, and appropriate from fund balance an additional \$50,000.

Mr. Boswell moved to excuse Mrs. Powell from voting. Mr. Thorne seconded the motion, which carried by unanimous vote.

Mrs. Harris moved to approve the MOA as presented, waive the tipping fees and appropriate the \$50,000. Mr. Webb seconded the motion, which carried by unanimous vote.

O. Approval of Edgecombe Community College Capital Improvement Project.

Mr. Evans stated that Edgecombe Community College plans to expand its student lounge in the Barnes Building on the Rocky Mount Campus. This will accommodate a new grill area and catering kitchen for the Edge Academy. They will request funds from the State Construction Infrastructure Fund to cover the construction costs. However, approval is needed from the Board of Commissioners since the expansion will result in additional utility costs. Once the expansion goes online, we can expect their funding request to the County to include these additional costs, which are estimated to be \$2,265.

Mr. Boswell moved to approve the request and authorize the Manager to execute the documents. Rev. Hines seconded the motion, which carried by unanimous vote.

P. Approval of request to add Putters Lane to the State Road system.

Mr. Evans stated that staff with NC DOT have submitted a petition to add Putters Lane near Pinetops to the State Maintenance System. They have verified that it meets the standards set forth by NC DOT.

Mr. Boswell moved to approve the petition to add Putters Lane to the State Maintenance System. Mrs. Powell seconded the motion, which carried by unanimous vote.

Q. Approval of the Annual Agreement with North Carolina Forestry.

Mr. Evans presented for Board consideration the agreement with the NC Forestry Service. This renews our annual cooperative relationship with the Forestry Service to provide forest protection, development, reforestation, management, and improvement. This agreement requires a 40% cost share, or \$119,920 appropriation from the County, which is included in this year's budget.

Mr. Boswell moved to approve the agreement and authorize the Manager to execute the same. Mrs. Powell seconded the motion, which carried by unanimous vote.

8. PLANNING BOARD REPORT: *Received*****

Mrs. Katina Braswell, Planning Director, presented the Planning Board report.

1. Rezoning request from Donna Matthews and Elizabeth Hill for property located at 12615 US Alt. West, Rocky Mount from AR-30 to B-2.

Mr. Thorne moved to called for and hold the public hearing at the October 2, 2023 meeting. Mr. Boswell seconded the motion, which carried by unanimous vote.

2. Rezoning request from C.B. Daughtridge for property located on Colonial Road, Tarboro from AR-30 to R-20.

Mr. Thorne moved to called for and hold the public hearing at the October 2, 2023 meeting. Mr. Boswell seconded the motion, which carried by unanimous vote.

3. Minutes of the August 21, 2023 meeting.

9. AFTERLISTS AND RELEASES FOR REVIEW AND APPROVAL.

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

10. CONTRACTS FOR REVIEW AND/OR APPROVAL.

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

11. DEPARTMENTAL REPORTS FOR REVIEW.***Received***

A. Water and Sewer update.

Mr. Thorne commended the Department on the decrease of water loss.

B. Monthly Financial Summary.

C. Overview of County debt and interest rates provided by Mrs. Linda Powell.

D. Solid Waste Fee Schedule for public presentation.

E. Update on the sale of decommissioned computers.

F. November municipal election schedule.

12. MANAGER'S REPORT.***Received***

A. Major events and meetings.

B. Workforce Development Indicators.

C. TDA financial report.

D. Consolidation of Eastpointe and Sandhills MCO's.

E. Update on Countyline Merger.

F. Update on Get Off the Lists initiative.

G. County response to State Auditor's Report read by Mr. Evans.

H. Overview of Fleet Lease Proposal.

Mr. Thorne moved to call for Special Meeting Work Session to discuss Fleet Management and Leasing Options for County Vehicles at a date to be determined. Mr. Wiggins seconded the motion, which carried by unanimous vote.

13. COMMISSIONERS' REPORT.

Mr. Thorne stated that we need a call and email return expectation set from everyone. He stated that he has to return a call received by voicemail within 24 hours.

Mr. Wiggins stated that we need to return calls but did not agree with putting a time frame on that.

14. **ATTORNEY'S REPORT.**

None.

15. **CLOSED SESSION.**

Mr. Boswell moved to go into closed session to discuss:

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

B. Personnel. [N.C.G.S. 143-318.11 (a)(3)]

C. Attorney-Client Privilege. [N.C.G.S. 143-318.11 (a)(3)]

Rev. Hines seconded the motion, which carried by unanimous vote.

Rev. Hines moved to go out of closed session and resume the regular meeting. Mr. Boswell seconded the motion.

16. **OPEN SESSION:**

A. **Approval of amendment to the Inducement Agreement with Corning.**

Rev. Hines moved to approve the Inducement Agreement as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

17. **REV. HINES MOVED TO ADJOURN THE MEETING UNTIL OCTOBER 2, 2023 AT 7:00 P.M. MRS. POWELL SECONDED THE MOTION, WHICH CARRIED BY UNANIMOUS VOTE.**

PUBLIC NOTICE ATTACHMENT #1

The proposed Schedules, Standards, and Rules to be used in the 2024 reappraisal of real property in Edgecombe County have been presented to the Board of Commissioners. A copy of the schedules has been placed in the office of the County Manager and in the office of the Tax Assessor where they will remain available for public inspection.

A public hearing on the proposed schedules, standards, and rules will be held by the Board of County Commissioners at their regularly scheduled meeting on Monday, October 2, 2023 at 7:00 p.m. in the Jonathan Felton Commissioners Room of the Administrative Building, 201 St Andrew Street, Tarboro, NC 27886.

Tarasa M Lewis
Edgecombe County Tax Administrator

ATTACHMENT #2

Public Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Edgecombe County on Monday, October 2, 2023 at 7:00 p.m. in the Jonathan Felton Commissioners Room, 2nd Floor, County Administrative Building, 201 St. Andrew Street, Tarboro, North Carolina, to consider and act upon a request to rezone property owned by Meadowbrook Properties, LLC located on Colonial Rd, Tarboro also identified as parcel number 472668966200. The applicant, CB Daughtridge, requests to rezone property from AR-30 Rural Residential to R-20 Mixed Residential District.

Copies of the proposed zoning map amendment 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 September 2023.

BY ORDER OF THE BOARD OF COMMISSIONERS OF EDGECOMBE COUNTY.

S/FRANGIE MUNGO
CLERK TO THE BOARD

September 20, 2023
September 27, 2023

NOTES TO PUBLISHER:

- Publish Twice: **Wednesday, September 20 and Wednesday September 27, 2023.**
- Block advertisement in **non-legal** section.
- Approximate size 2 columns x 3 inches.
- Requested Invoice Description: **23-RZ02**
- **Send invoice and affidavit of publication to:**

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



EDGECOMBE COUNTY

Conventional Rezoning Case No. 23-RZ02 October 2, 2023 Staff Report

Applicant Request:	Request to rezone parcel from AR-30 to R-20
Applicant/Owner:	CB Daughtridge
Location:	Colonial Rd near US 258 South intersection
Parcel Number:	472668966200
Acreage:	Approximately 10.6 acres
Zoning District:	AR-30 (Rural Residential) All adjacent properties zoned AR-30

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

Description of the proposed Conventional Rezoning:

Mr. CB Daughtridge requests to rezone property from AR-30 Rural Residential to R-20 Mixed Residential District. The purpose of the request is to allow for development of single-family dwellings. The principal use must meet zoning requirements in the R-20 zoning district per Unified Development Ordinance Table 4.2.1 Principal Use Table.

The Planning Board voted unanimously to forward the rezoning request to the Board of County Commissioners with a favorable recommendation. The Planning Board stated the rezoning from AR-30 to R-20 is consistent with Edgecombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based on that it is consistent with the future land use category set for the subject parcel.

Decision:

1. After the conclusion of a legislative public hearing, the Board of Commissioners shall decide the conventional rezoning application in accordance with the standards in Section 2.3.7.H, 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 County staff 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 in Section 2.3.7.H, Review Criteria.



EDGECOMBE COUNTY

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 2.3.7 Conventional Rezoning

2-Applicant's Conventional Rezoning application

3-Aerial map

4-Area zoning map

5-Site photos

6-UDO Section 9.3.2 Consistency Statements for use by the Board of Commissioners

ARTICLE 2. APPLICATIONS

§2.3. Application Types - 2.3.7. Conventional Rezoning

2.3.7. CONVENTIONAL REZONING

A. PURPOSE AND INTENT

This section provides a uniform means for reviewing and deciding proposed amendments to the Official Zoning Map whenever the public necessity, general welfare, the County's adopted policy guidance, or appropriate land use practices justify or require doing so.

B. APPLICABILITY

This procedure sets out the requirements for amendments to the zoning district designation of land within the County's planning jurisdiction as well as for land coming into the County's planning jurisdiction via annexation in accordance with Section 160D-703 of the North Carolina General Statutes.

C. PROCEDURES DISTINGUISHED

Applications filed as a conventional rezoning application may not be converted to a conditional rezoning application during the review process, and shall instead be withdrawn and resubmitted as a conditional rezoning application (see Section 2.3.5, Conditional Rezoning).

D. APPLICATION FILING

1. Applications may be initiated by the Board of Commissioners, the Planning Board, the landowner(s), or contract purchasers of the land in the proposed application.
2. In no instance shall the County accept third-party rezoning applications submitted by persons who are not owners of the land subject to the application.

E. PROCEDURE

The review procedure for a conventional rezoning shall be in accordance with Section §2.2, Application Summary Table, Figure 2.3.7, Conventional Rezoning Procedure, and Section §2.4, Review Procedures.

F. RECOMMENDATION BY PLANNING BOARD

1. After conclusion of a public meeting, the Planning Board shall make a recommendation on the application in accordance with Section 2.3.7.H, 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.

G. DECISION

1. After the conclusion of a legislative public hearing, the Board of Commissioners shall decide the conventional rezoning application in accordance with the standards in Section 2.3.7.H, Review Criteria.
2. The decision shall be one of the following:

FIGURE 2.3.7: CONVENTIONAL REZONING PROCEDURE

Step	Action
1	Pre-Application Conference Optional See Section 2.4.2, Pre-Application Conference
2	File Application See Section 2.4.3, Application Filing
3	Completeness Determination See Section 2.4.3.F, Determination of Application Completeness
4	Staff Review See Section 2.4.5 Staff Review and Action
5	Planning Board Review and Recommendation See Section 2.4.7, Public Hearings and Meetings
6	Public Hearing Scheduled
7	Public Notification See Section 2.4.6, Public Notice
8	Board of Commissioners Review and Decision See Section 2.3.7.H, Review Criteria
9	Written Notification of Decision See Section 2.4.9, Written Notice of Decision

ARTICLE 2. APPLICATIONS

§2.3. Application Types - 2.3.7. Conventional Rezoning

- i. Approval of the application;
 - ii. Denial of the application;
 - iii. Approval of a revised application; or
 - iv. Remand of the application to County staff 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 in **Section 2.3.7.H, 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.

H. REVIEW CRITERIA

The advisability of approval of a rezoning application 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 a rezoning application, the Board of Commissioners may weigh the relevance of and consider the following:

1. Whether the proposed rezoning advances the public health, safety, or welfare;
2. Whether and the extent to which the proposed rezoning is appropriate for its proposed location, and is consistent with the purposes, goals, objectives, and policies of the County's adopted policy guidance;
3. Whether an approval of the rezoning is reasonable and in the public interest; and
4. Other factors as the Board of Commissioners may determine to be relevant.

I. DESIGNATION

1. ON OFFICIAL ZONING MAP

The Zoning Administrator shall make changes to the Official Zoning Map promptly after approval of a conventional rezoning application by the Board of Commissioners.

2. ON FUTURE LAND USE MAP

In cases where the Board of Commissioners approves a conventional rezoning application, they deem to be inconsistent with adopted policy guidance, the future land use map shall be amended with a note referencing the rezoning application approval and no additional request or application for a comprehensive plan amendment shall be required.

J. EFFECT

Lands subject to an approved conventional rezoning application shall be subject to all the applicable standards in this Ordinance, which shall be binding and shall run with the land.

K. AMENDMENT

Amendments of a conventional rezoning may only be reviewed and considered in accordance with the procedures and standards established for its original approval.

L. EXPIRATION

Conventional rezoning applications shall not expire.

M. APPEAL

1. The decision of the Board of Commissioners with regard to a conventional rezoning 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

ARTICLE 2. APPLICATIONS

§2.3. Application Types - 2.3.7. Conventional Rezoning

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.

**ZONING MAP AMENDMENT APPLICATION
CONVENTIONAL REZONING
EDGECOMBE COUNTY**



Staff Use Only

Date: 7-24-23

Case No. 23-RZ-02

Property Information

Location: Colonial Road

Parcel Number(s): 4726 68 7662

Total Acreage to be Rezoned: 10.6 AC.

Rezoning from AR-30 district to R-20 district.

Attachments

- A non-refundable fee of \$200 (checks payable to "Edgecombe County Planning Dept")
- A metes and bounds description and a scaled map of the real property affected by the requested rezoning

Acknowledgements

• I hereby authorize the Planning Staff to videotape or photograph the site prior to the Planning Board meeting.

Applicant: C. B. Daughtry Jr.

Mailing Address: 4460 Newton Sook Rd, Rocky Mount N.C. 27801

Phone: 252 9039889 Email: bigtimegrant@gmail.com

Signature: C.B. Daughtry Jr. Date: _____

Owner: Newton Sook Properties LLC

Mailing Address: 4460 Newton Sook Rd, Rocky Mount, N.C. 27801

Phone: 252 9039889 E-mail: bigtimegrant@gmail.com

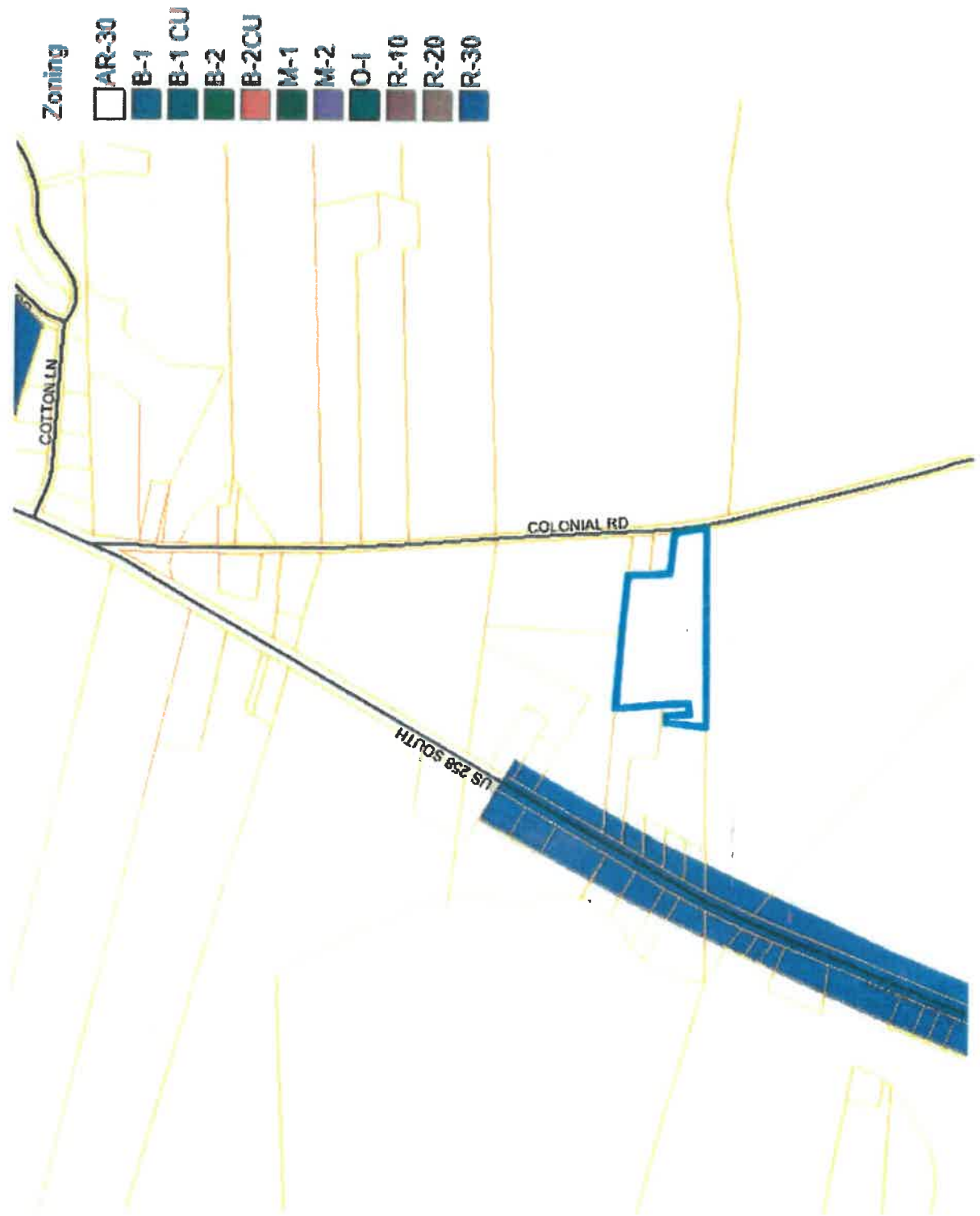
Signature: C.B. Daughtry Jr. manager Date: 7/24/23

Note: If the request is made by a corporation, the names and addresses of all officers in the corporation must be provided. The applicant or applicant's representative is expected to attend all meetings to answer questions concerning the rezoning request. The absence of the applicant is sufficient grounds to warrant a deferral of action by the Board of Commissioners. Please review Section 2.3.7 of the UDO for specific regulations and procedures.

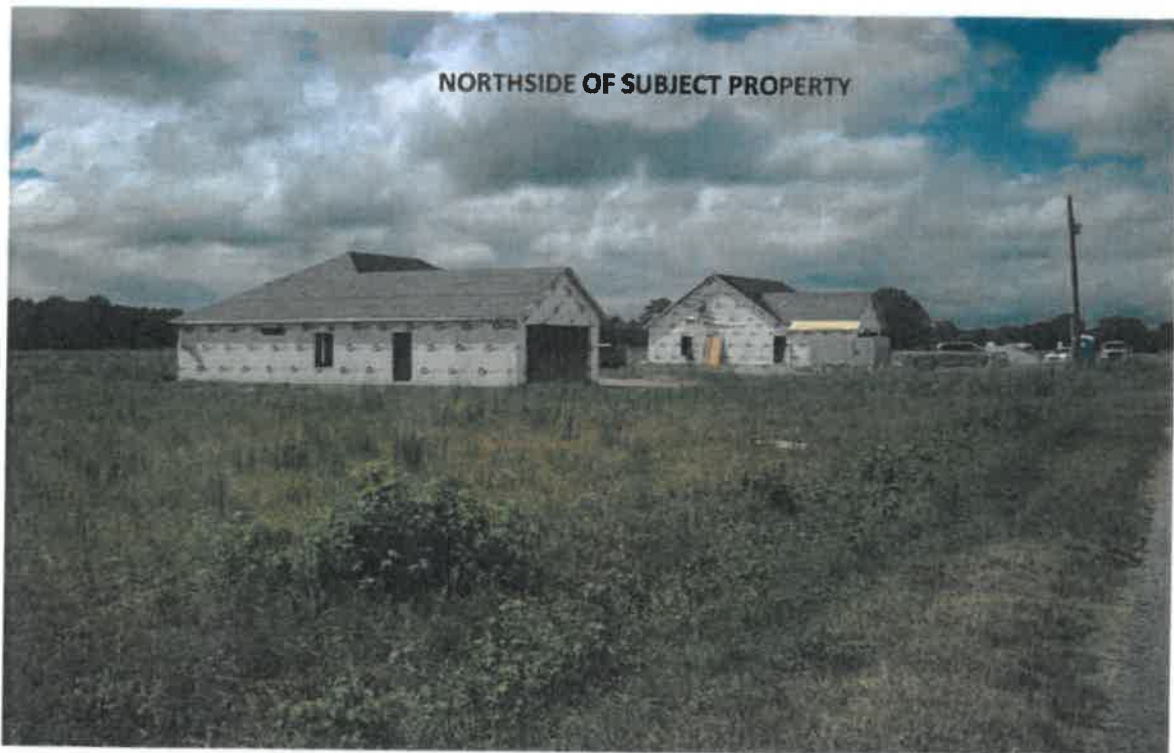
**COLONIAL RD
AERIAL MAP**



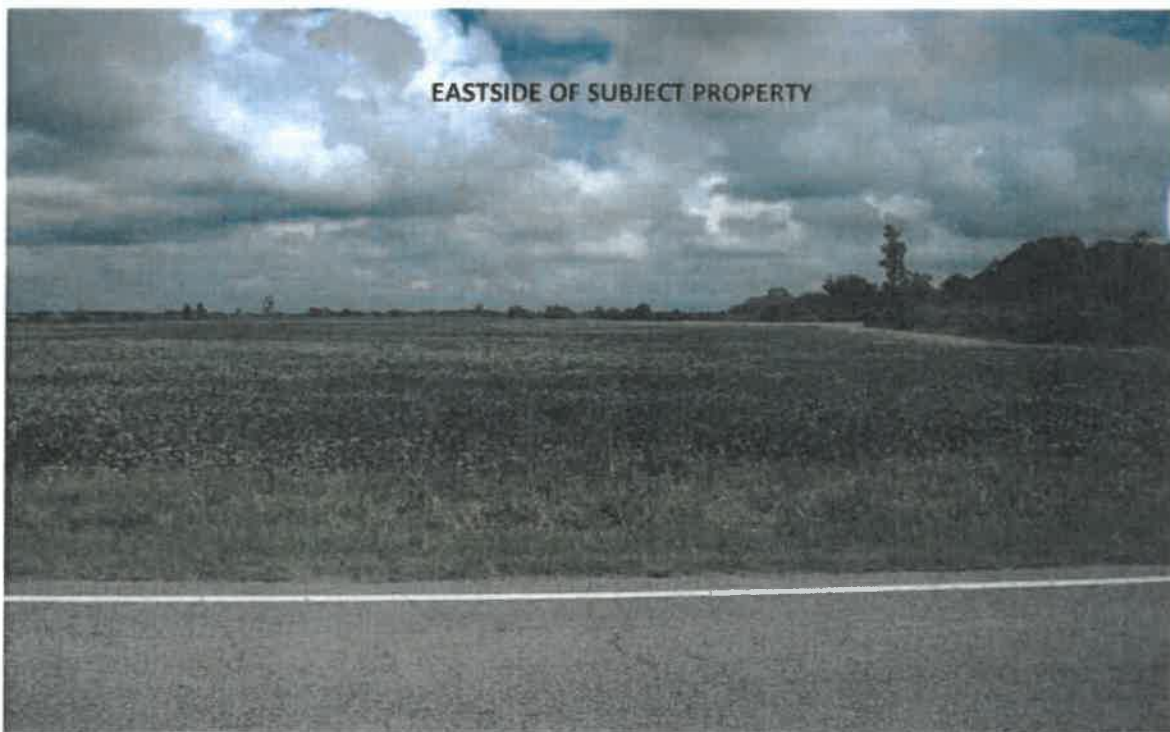
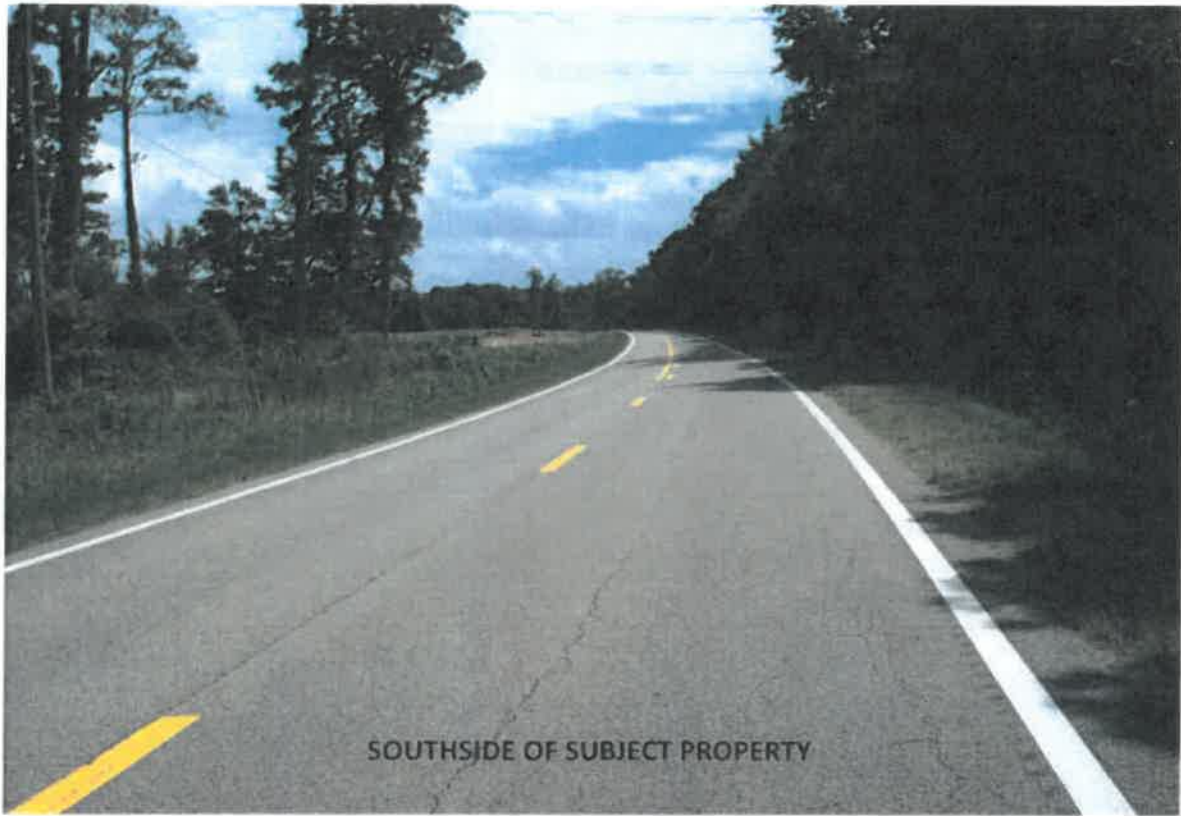
AREA ZONING MAP



Site photos taken August 4, 2023



Site photos taken August 4, 2023



§9.3. EXAMPLE STATEMENTS OF CONSISTENCY

(Amended 5-2-22 UDOTA 1-22)

The following are examples of statements of consistency for use by the Planning Board or the Board of County Commissioners where considering amendments to the text of this Ordinance or the Official Zoning Map.

9.3.1. STATEMENTS FOR USE BY PLANNING BOARD

A. GENERALLY

In making its determination about an application, the Planning Board shall find that the application is or is not consistent with the County's adopted policy guidance. One of the following statements shall be included with the Planning Board's recommendation.

B. APPLICATION CONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Planning Board 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 reasons:

C. APPLICATION INCONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Planning Board concludes that the application, as presented, is NOT consistent with Edgecombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based on the following reasons:

9.3.2. STATEMENTS FOR USE BY THE BOARD OF COMMISSIONERS

A. GENERALLY

1. In making its determination about an application, the Board of Commissioners shall find that the application is or is not consistent with the County's adopted policy guidance and that the application is or is not reasonable and in the public interest. Findings of consistency and reasonableness may be consolidated as a single statement or as separate statements.
2. Statements shall be included with the Board of Commissioner's written decision.
3. There is no legal requirement for the Board of Commissioners to find that a proposed amendment to this Ordinance or the Official Zoning Map is consistent with the County's adopted policy guidance in order to approve the application.
4. In cases where an application that is inconsistent with the County's adopted policy guidance is approved the County's adopted policy guidance is automatically revised to be consistent with that application approval.

B. APPLICATION CONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Board of County 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 reasons:

C. APPLICATION IS REASONABLE

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

D. APPLICATION INCONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Board of County Commissioners concludes that the application, as presented, is NOT consistent with Edgecombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based on the following reasons:

E. APPLICATION IS UNREASONABLE OR NOT IN THE PUBLIC INTEREST

The Edgecombe County Board of County Commissioners concludes that the application, as presented, is NOT reasonable and is NOT in the public interest based on the following reasons:

ATTACHMENT #3

Public Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Edgecombe County on Monday, October 2, 2023 at 7:00 p.m. in the Jonathan Felton Commissioners Room, 2nd Floor, County Administrative Building, 201 St. Andrew Street, Tarboro, North Carolina, to consider and act upon a request to rezone property owned by Donna Matthews & Elizabeth Hill located at 12615 US 64 Alt West, Rocky Mount also identified as parcel number 387070148100. The applicant requests to rezone property from AR-30 Rural Residential/R-30 Single-Family Residential to B-2 General Business District.

Copies of the proposed zoning map amendment 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 September 2023.

BY ORDER OF THE BOARD OF COMMISSIONERS OF EDGECOMBE COUNTY.

S/FRANGIE MUNGO
CLERK TO THE BOARD

September 20, 2023

September 27, 2023

NOTES TO PUBLISHER:

- Publish Twice: **Wednesday, September 20 and Wednesday September 27, 2023.**
- Block advertisement in **non-legal** section.
- Approximate size 2 columns x 3 inches.
- Requested Invoice Description: **23-RZ01**
- **Send invoice and affidavit of publication to:**

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



EDGECOMBE COUNTY

Conventional Rezoning Case No. 23-RZ01 October 2, 2023 Staff Report

Applicants Request:	Request to rezone parcel from AR-30/R-30 to B-2
Applicants/Owners:	Donna Matthews, Elizabeth Hill
Location:	12615 US 64 Alt West, Rocky Mount NC 27801
Parcel Number:	387070148100
Acreage:	Approximately 5.7 acres
Zoning District:	AR-30 (Rural Residential)/R-30 (Single-Family Residential) All adjacent properties zoned AR-30/R-30

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

Description of the proposed Conventional Rezoning:

Ms. Donna Matthews and Ms. Elizabeth Hill request to rezone property from AR-30 Rural Residential/R-30 Single-Family Residential to B-2 General Business District. The purpose of the request is to allow for commercial use at the above referenced property. Applicants plan to sell property for establishment of a commercial business. The principal use must meet zoning requirements in the B-2 zoning district per Unified Development Ordinance Table 4.2.1 Principal Use Table.

The Planning Board voted unanimously to forward the rezoning request to the Board of County Commissioners with a favorable recommendation. The Planning Board stated the rezoning from AR-30/R-30 to B-2 is consistent with Edgemcombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based on that it is consistent with the future land use category set for the subject parcel.

Decision:

1. After the conclusion of a legislative public hearing, the Board of Commissioners shall decide the conventional rezoning application in accordance with the standards in Section 2.3.7.H, 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 County staff 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 in Section 2.3.7.H, 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 2.3.7 Conventional Rezoning
- 2-Applicant's Conventional Rezoning application
- 3-Aerial map
- 4-Area zoning map
- 5-Site photos
- 6-UDO Section 9.3.2 Consistency Statements for use by the Board of Commissioners

ARTICLE 2. APPLICATIONS

§2.3. Application Types - 2.3.7. Conventional Rezoning

2.3.7. CONVENTIONAL REZONING

A. PURPOSE AND INTENT

This section provides a uniform means for reviewing and deciding proposed amendments to the Official Zoning Map whenever the public necessity, general welfare, the County's adopted policy guidance, or appropriate land use practices justify or require doing so.

B. APPLICABILITY

This procedure sets out the requirements for amendments to the zoning district designation of land within the County's planning jurisdiction as well as for land coming into the County's planning jurisdiction via annexation in accordance with Section 160D-703 of the North Carolina General Statutes.

C. PROCEDURES DISTINGUISHED

Applications filed as a conventional rezoning application may not be converted to a conditional rezoning application during the review process, and shall instead be withdrawn and resubmitted as a conditional rezoning application (see Section 2.3.5, Conditional Rezoning).

D. APPLICATION FILING

1. Applications may be initiated by the Board of Commissioners, the Planning Board, the landowner(s), or contract purchasers of the land in the proposed application.
2. In no instance shall the County accept third-party rezoning applications submitted by persons who are not owners of the land subject to the application.

E. PROCEDURE

The review procedure for a conventional rezoning shall be in accordance with Section §2.2, Application Summary Table, Figure 2.3.7, Conventional Rezoning Procedure, and Section §2.4, Review Procedures.

F. RECOMMENDATION BY PLANNING BOARD

1. After conclusion of a public meeting, the Planning Board shall make a recommendation on the application in accordance with Section 2.3.7.H, 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.

G. DECISION

1. After the conclusion of a legislative public hearing, the Board of Commissioners shall decide the conventional rezoning application in accordance with the standards in Section 2.3.7.H, Review Criteria.
2. The decision shall be one of the following:

FIGURE 2.3.7: CONVENTIONAL REZONING PROCEDURE

Step	Action
1	Pre-Application Conference Optional See Section 2.4.2, Pre-Application Conference
2	File Application See Section 2.4.3, Application Filing
3	Completeness Determination See Section 2.4.3.F, Determination of Application Completeness
4	Staff Review See Section 2.4.5 Staff Review and Action
5	Planning Board Review and Recommendation See Section 2.4.7, Public Hearings and Meetings
6	Public Hearing Scheduled
7	Public Notification See Section 2.4.6, Public Notice
8	Board of Commissioners Review and Decision See Section 2.3.7.H, Review Criteria
9	Written Notification of Decision See Section 2.4.9, Written Notice of Decision

ARTICLE 2. APPLICATIONS

§2.3. Application Types - 2.3.7. Conventional Rezoning

- i. Approval of the application;
 - ii. Denial of the application;
 - iii. Approval of a revised application; or
 - iv. Remand of the application to County staff 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 in **Section 2.3.7.H, 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.

H. REVIEW CRITERIA

The advisability of approval of a rezoning application 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 a rezoning application, the Board of Commissioners may weigh the relevance of and consider the following:

1. Whether the proposed rezoning advances the public health, safety, or welfare;
2. Whether and the extent to which the proposed rezoning is appropriate for its proposed location, and is consistent with the purposes, goals, objectives, and policies of the County's adopted policy guidance;
3. Whether an approval of the rezoning is reasonable and in the public interest; and
4. Other factors as the Board of Commissioners may determine to be relevant.

I. DESIGNATION

1. ON OFFICIAL ZONING MAP

The Zoning Administrator shall make changes to the Official Zoning Map promptly after approval of a conventional rezoning application by the Board of Commissioners.

2. ON FUTURE LAND USE MAP

In cases where the Board of Commissioners approves a conventional rezoning application, they deem to be inconsistent with adopted policy guidance, the future land use map shall be amended with a note referencing the rezoning application approval and no additional request or application for a comprehensive plan amendment shall be required.

J. EFFECT

Lands subject to an approved conventional rezoning application shall be subject to all the applicable standards in this Ordinance, which shall be binding and shall run with the land.

K. AMENDMENT

Amendments of a conventional rezoning may only be reviewed and considered in accordance with the procedures and standards established for its original approval.

L. EXPIRATION

Conventional rezoning applications shall not expire.

M. APPEAL

1. The decision of the Board of Commissioners with regard to a conventional rezoning 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

ARTICLE 2. APPLICATIONS

§2.3. Application Types - 2.3.7. Conventional Rezoning

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.

**ZONING MAP AMENDMENT APPLICATION
CONVENTIONAL REZONING
EDGECOMBE COUNTY**



Staff Use Only

Date: 7-19-23

Case No. 23 - RZ - 01

Property Information

Location: 12615 US 64 AH.W, Rocky Mount, NC 27801

Parcel Number(s): 387070148100

Total Acreage to be Rezoned: 5.7

Rezoning from Residential district to Commercial district.
(AR30, R30) (B1) B2

Attachments

- A non-refundable fee of \$200 (checks payable to "Edgemcombe County Planning Dept")
- A metes and bounds description and a scaled map of the real property affected by the requested rezoning

Acknowledgements

• I hereby authorize the Planning Staff to videotape or photograph the site prior to the Planning Board meeting.

Applicant: Donna Matthews Elizabeth R. Hill

Mailing Address: 468 Thigpen Road, Bethel, NC 27812

Phone: (252) 670-1081 Email: jcdwmatthews@gmail.com

Signature: Donna Matthews Date: 7/18/23

Owner: Pearl R Whitehurst Life Estate

Mailing Address: 468 Thigpen Road, Bethel, NC 27812

Phone: (252) 670-1081 E-mail: jcdwmatthews@gmail.com

Signature: Donna Matthews Elizabeth R. Hill Date: 7/18/23

Note: If the request is made by a corporation, the names and addresses of all officers in the corporation must be provided. The applicant or applicant's representative is expected to attend all meeting to answer questions concerning the rezoning request. The absence of the applicant is sufficient grounds to warrant a deferral of action by the Board of Commissioners. Please review Section 2.3.7 of the UDO for specific regulations and procedures.

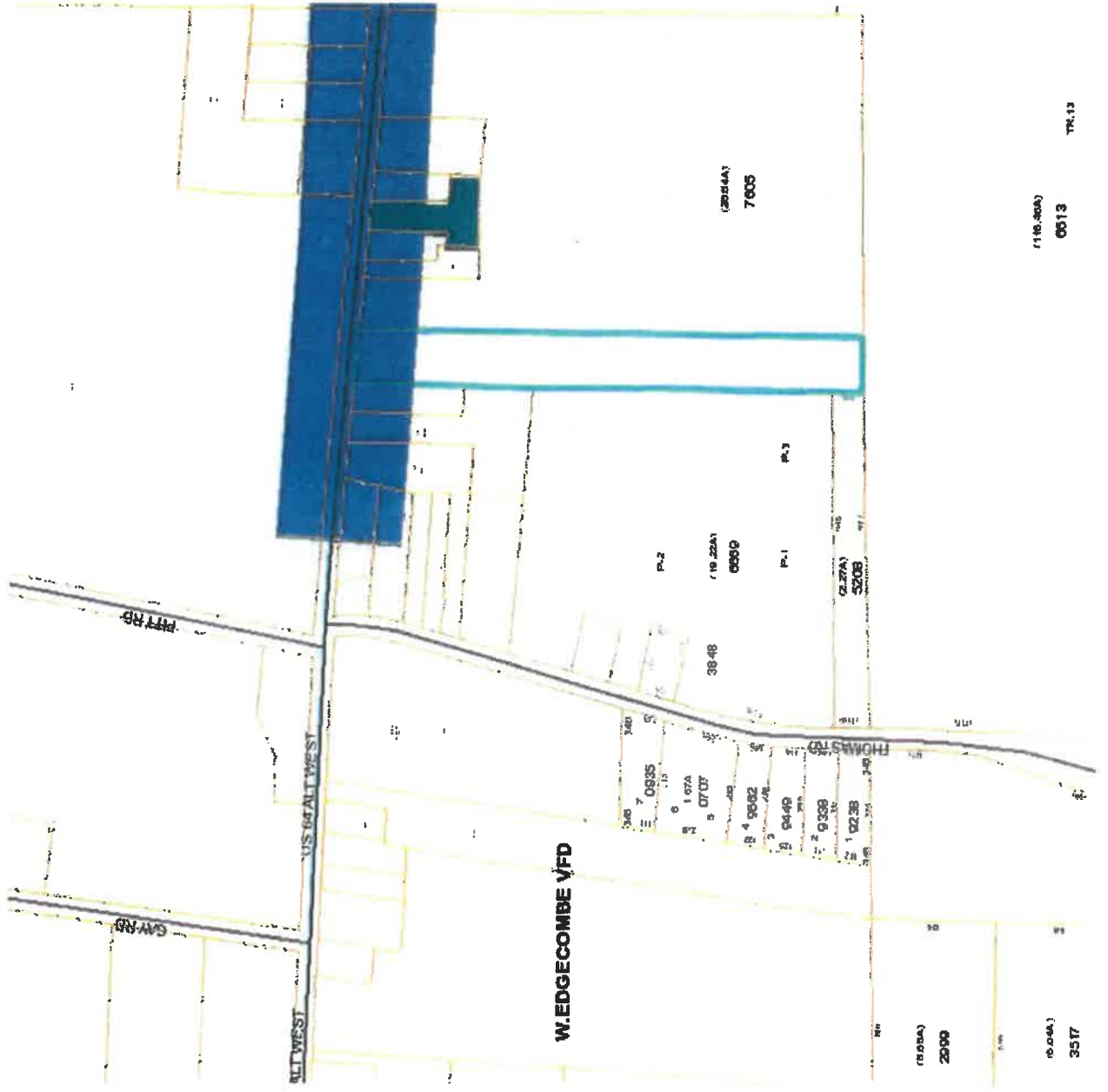
**12615 US 64 ALT WEST, ROCKY MOUNT
AERIAL MAP**



AREA ZONING MAP

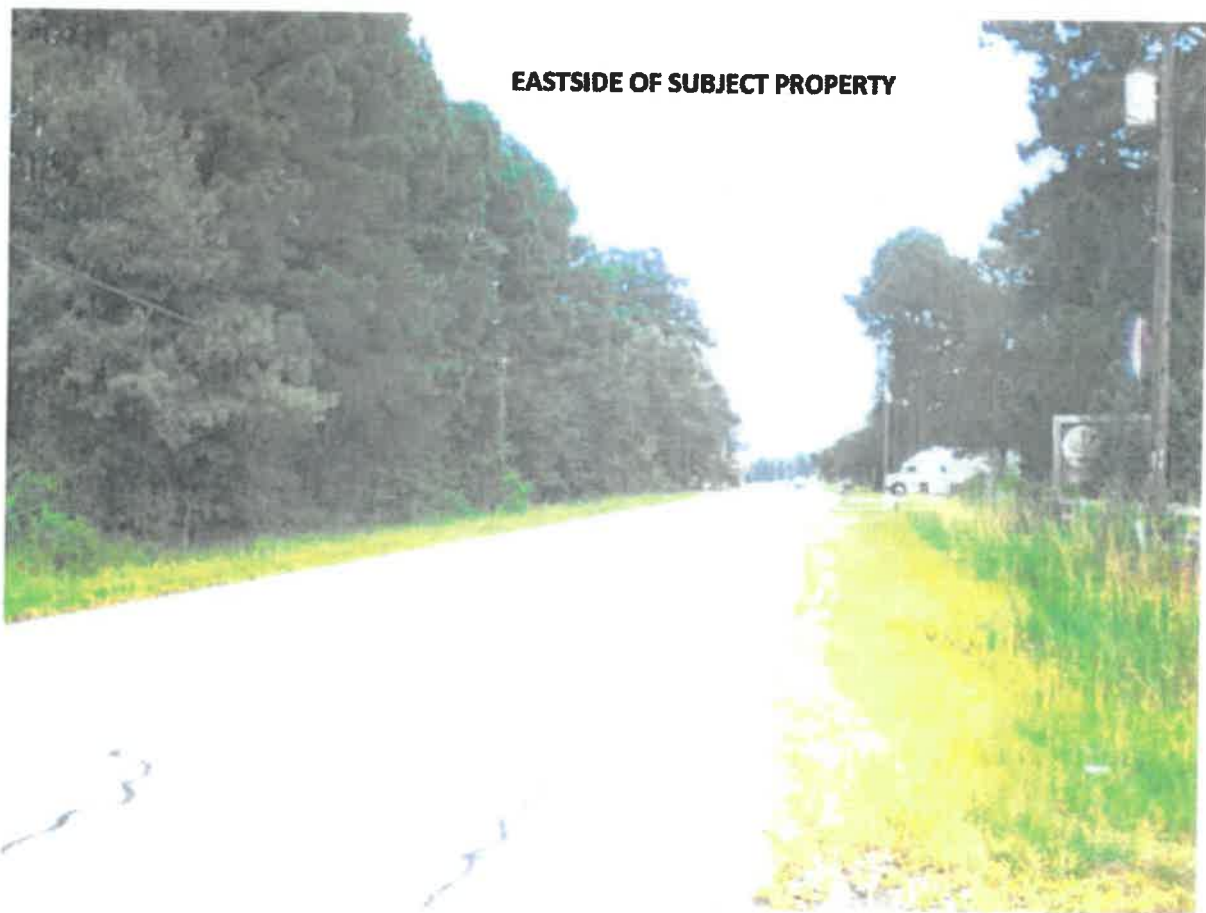
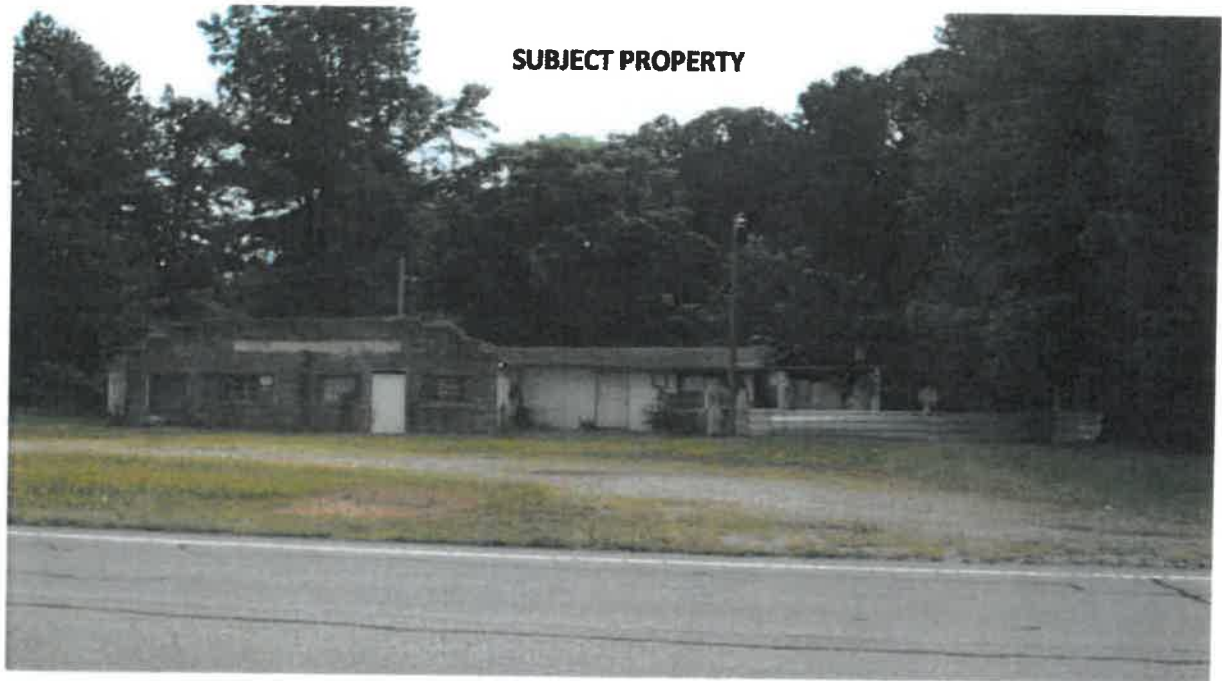
Zoning

AR-30	B-1	B-1 CU	B-2	B-2 CU	M-1	M-2	O-I	R-10	R-20	R-30
[White Box]	[Light Blue Box]	[Medium Blue Box]	[Dark Blue Box]	[Red Box]	[Green Box]	[Purple Box]	[Teal Box]	[Brown Box]	[Dark Brown Box]	[Blue Box]



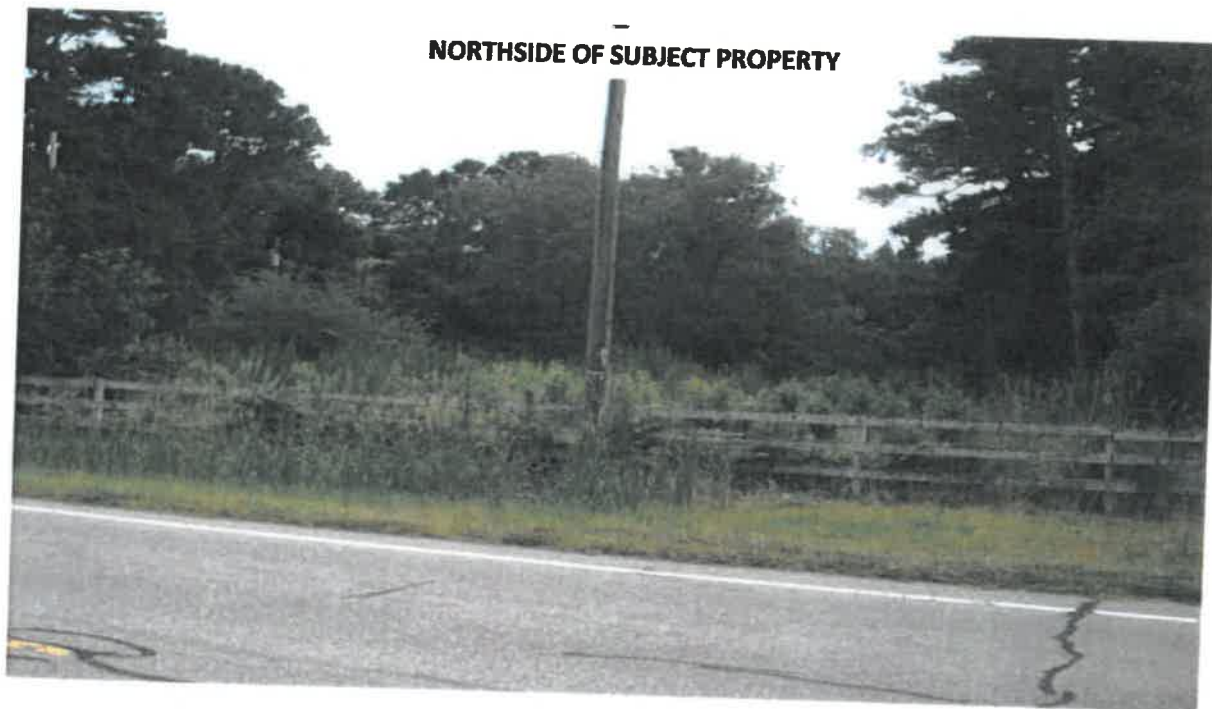
116.0000
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TR.13

Site photos taken August 4, 2023

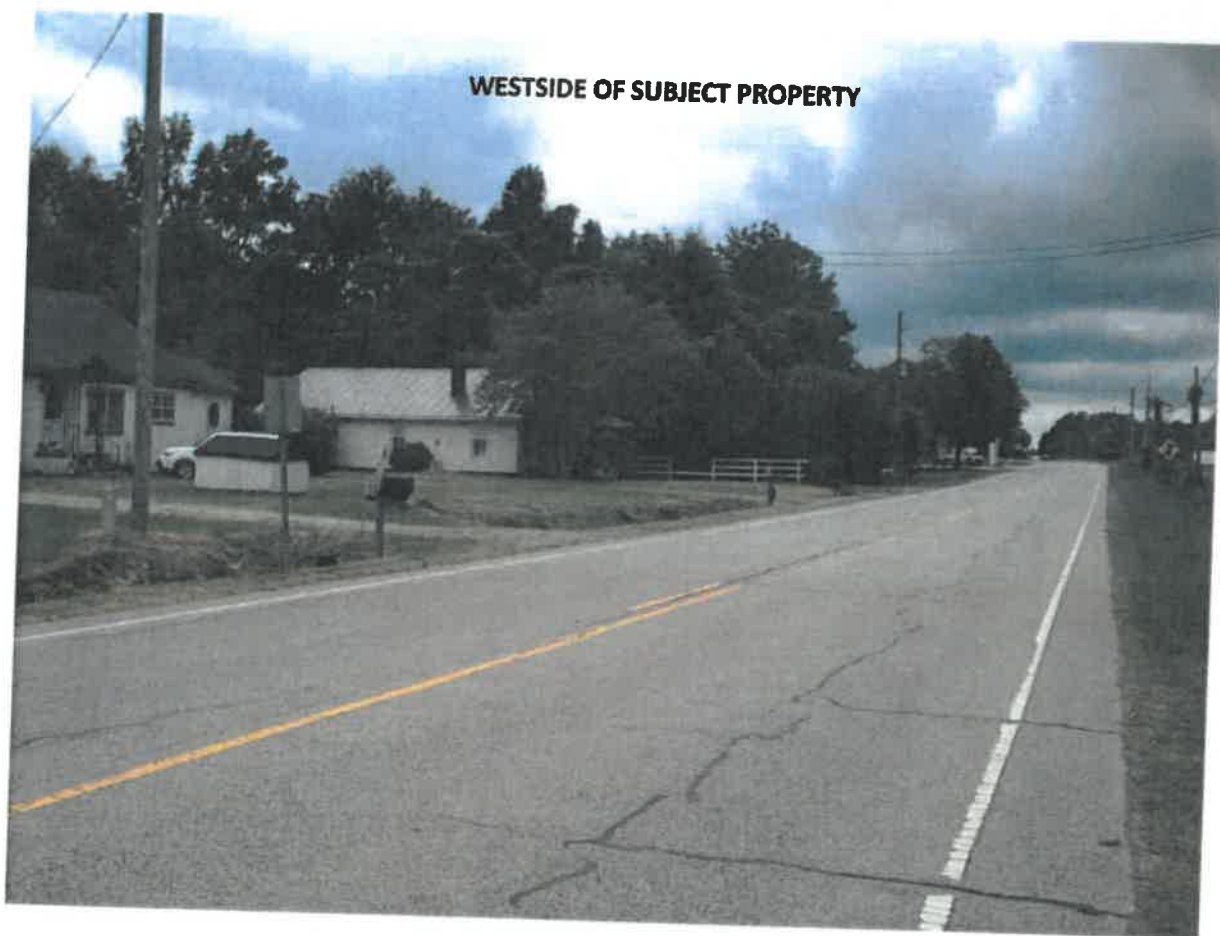


Site photos taken August 4, 2023

NORTHSIDE OF SUBJECT PROPERTY



WESTSIDE OF SUBJECT PROPERTY



§9.3. EXAMPLE STATEMENTS OF CONSISTENCY

(Amended 5-2-22 UDOTA 1-22)

The following are examples of statements of consistency for use by the Planning Board or the Board of County Commissioners where considering amendments to the text of this Ordinance or the Official Zoning Map.

9.3.1. STATEMENTS FOR USE BY PLANNING BOARD

A. GENERALLY

In making its determination about an application, the Planning Board shall find that the application is or is not consistent with the County's adopted policy guidance. One of the following statements shall be included with the Planning Board's recommendation.

B. APPLICATION CONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Planning Board 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 reasons:

C. APPLICATION INCONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Planning Board concludes that the application, as presented, is NOT consistent with Edgecombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based on the following reasons:

9.3.2. STATEMENTS FOR USE BY THE BOARD OF COMMISSIONERS

A. GENERALLY

1. In making its determination about an application, the Board of Commissioners shall find that the application is or is not consistent with the County's adopted policy guidance and that the application is or is not reasonable and in the public interest. Findings of consistency and reasonableness may be consolidated as a single statement or as separate statements.
2. Statements shall be included with the Board of Commissioner's written decision.
3. There is no legal requirement for the Board of Commissioners to find that a proposed amendment to this Ordinance or the Official Zoning Map is consistent with the County's adopted policy guidance in order to approve the application.
4. In cases where an application that is inconsistent with the County's adopted policy guidance is approved the County's adopted policy guidance is automatically revised to be consistent with that application approval.

B. APPLICATION CONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Board of County 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 reasons:

C. APPLICATION IS REASONABLE

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

D. APPLICATION INCONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Board of County Commissioners concludes that the application, as presented, is NOT consistent with Edgecombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based on the following reasons:

E. APPLICATION IS UNREASONABLE OR NOT IN THE PUBLIC INTEREST

The Edgecombe County Board of County Commissioners concludes that the application, as presented, is NOT reasonable and is NOT in the public interest based on the following reasons:

ATTACHMENT #4

Budget Amendments to be Approved By the Board of Commissioners



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

Budget Revision Number _____
Journal Number _____
Date _____

FROM: Linda J. Barfield RE: EMS DEPARTMENT

PURPOSE: To Appropriate NCDPS Funding for Debris Clean-up-2023 Tornado (approved by BOC 09/5/2023)

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
Increase:				
10-0090-4991-00	Fund Balance Appropriated	(8,091,366)	\$ (50,000)	(8,141,366)
10-0025-4366-04	2023-Edge Tornado	-	\$ (100,000)	(100,000)
10-4330-5503-03	Debris Removal	-	\$ 150,000	150,000
			\$ -	
Decrease:				
			\$ -	
TOTAL				
			CORRECT	MUST BE "CORRECT"

DEPARTMENT HEAD

DATE

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

FINANCE OFFICER

Linda J. Barfield

☒ APPROVED

☐ RECOMMENDED

☐ NOT APPROVED

☐ NOT RECOMMENDED

COUNTY MANAGER

[Signature]

DATE

9/14/23

ACTION TAKEN BY BOARD OF COMMISSIONERS:

☐ APPROVED AND ENTERED ON MINUTES DATED: _____

☐ NOT APPROVED-DATE: _____

CLERK TO THE BOARD



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

Budget Revision Number

Journal Number

Date 9/25/2023

FROM: Michelle Etheridge **RE:** Health Department **DEPARTMENT**

PURPOSE:	Budget revision done to set up budget for AA716 CDC Covid Vaccine	105,000.00
-----------------	---	------------

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
123519-440468	AA 716 CDC Covid Vacc	0	105,000.00	105,000.00
Total Revenues			105000	
EXPENDITURES				
125227-512100	Salary	0	11,684	11,684
125227-518100	FICA	0	909	909.00
125227-518200	Retirement	0	1,520	1,520
125227-518300	Insurance	0	1,910	1,910.00
125227-518800	401K	0	260	260
125227-523301	Education Medical	0	5,000	5,000
125227-523900	Supplies Other	0	80,217	80,217
125227-531100	Travel	0	3000	3,000
125227-531101	Employee Training	0	500	500
Total Expenditures			105000	
TOTAL			0	

DEPARTMENT HEAD

DATE _____

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

FINANCE OFFICER

✓ APPROVED

NOT APPROVED

RECOMMENDED

NOT RECOMMENDED

COUNTY MANAGER

DATE _____

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED:

NOT APPROVED-DATE:

CLERK TO THE BOARD

Revised July 2021



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

Budget Revision Number 4
Journal Number _____
Date _____

FROM: Cleveland Atkinson, Jr. RE: Sheriff's Office DEPARTMENT _____

PURPOSE: To appropriate upfront fees (\$500.00) received 8/15/23 from Southern Loans (ref. execution 18CVM001055).
To appropriate upfront fees (\$280.00) received 8/15/23 from Kirschbaum, Nanney, Keenan & Griffin ref. Order of Seizure in Claim and Delivery 23CV003335-500.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
100090 499100	Fund Balance Approp.	7,907,366.00	4,000	7,911,366.00
Total Revenues			4000	
EXPENDITURES				
104310 549915	Upfront Fees Expended	0.00	4000	4,000.00
Total Expenditures			4000	
TOTAL			0	

CORRECT ← **MUST BE "CORRECT"**

DEPARTMENT HEAD

DATE 9/12/2023

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

FINANCE OFFICER

☒ APPROVED

☐ RECOMMENDED

☐ NOT APPROVED

☐ NOT RECOMMENDED

COUNTY MANAGER

DATE 9/27/23

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED: _____

NOT APPROVED-DATE: _____

CLERK TO THE BOARD

Revised July 2021

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



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

Budget Revision Number 30
Journal Number 3171
Date 9/12/23

FROM: TARASA LEWIS

RE: TAX ADMINISTRATION DEPARTMENT

PURPOSE: REALLOCATION OF FUNDS WITHIN THE DEPARTMENT TO PAY FOR HOSTING THE COASTAL PLAINS
TAX ASSOCIATION AS WELL AS ADDITIONAL FUNDS NEEDED TO PAY TEMP STAFF DUE TO STAFFING ISSUES.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
Total Revenues			0	
EXPENDITURES				
10-4140-5126-00	Salaries Temp & Part Time	\$ 6,000.00	\$ 4,000.00	\$ 10,000.00
10-4140-5121-00	Salaries Regular	\$ 334,000.00	\$ (4,000.00)	\$ 330,000.00
10-4140-5311-01	Training Employees	\$ 5,000.00	\$ (245.00)	\$ 4,755.00
10-4145-5311-01	Training Employees	\$ 2,500.00	\$ (210.00)	\$ 2,290.00
10-4146-5311-01	Training Employees	\$ 1,000.00	\$ (140.00)	\$ 860.00
10-4140-5260-00	Office Supplies	\$ 12,000.00	\$ (1,905.00)	\$ 10,095.00
10-4140-5499-00	Misc Expense	\$ 100.00	\$ 2,500.00	\$ 2,600.00
Total Expenditures			0	
TOTAL			0	
			CORRECT	MUST BE "CORRECT"

DEPARTMENT HEAD

Tarasa M Lewis

DATE

9-12-23

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

FINANCE OFFICER

Linda J. Bayfield

☒ APPROVED

☐ RECOMMENDED

☐ NOT APPROVED

☐ NOT RECOMMENDED

COUNTY MANAGER

[Signature]

DATE

9/12/23

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED:

NOT APPROVED-DATE:

CLERK TO THE BOARD

Revised July 2021

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



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

Budget Revision Number _____
Journal Number _____
Date _____

FROM: Latisha Mills RE: DSS BA # 5 DEPARTMENT _____

PURPOSE: To re-allocate funds within budget

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
19-0025-4531-01	ADMIN REIMBURSEMENT	7424121.85	\$8,885.84	\$7,433,007.69 ✓
Total Revenues			\$8,885.84	
EXPENDITURES				
19-5411-5801-07	APS ESSENTIAL SERVICES	\$0.00	\$8,885.84	\$8,885.84 ✓
				\$0.00
				0.00
				0.00
				0.00
				0.00
Total Expenditures			8885.84	
TOTAL			0	

CORRECT ← MUST BE "CORRECT"

DEPARTMENT HEAD

Betty Battle

DATE

9/27/2023

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

FINANCE OFFICER

Linda J. Bayfield 9/28/23

☒ APPROVED

☐ RECOMMENDED

☐ NOT APPROVED

☐ NOT RECOMMENDED

G. G. W.
COUNTY MANAGER

9/28/23
DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED: _____

NOT APPROVED-DATE: _____

CLERK TO THE BOARD

Revised July 2021



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

Budget Revision Number 36
Journal Number 3487
Date 9-26-23

FROM: TARASA LEWIS RE: TAX ADMINISTRATION DEPARTMENT

PURPOSE: REALLOCATION OF FUNDS FOR GIS-ARCMAP UPGRADE

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
Total Revenues			0	
EXPENDITURES				
10-4120-5199-00	OTHER PROFESSIONAL	\$ 200,000.00	\$ (2,500.00)	\$ 197,500.00
10-4140-5199-08	CONTRACTUAL SERVICES	\$ 140,000.00	\$ 2,500.00	\$ 142,500.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Expenditures			0	
TOTAL			0	
			CORRECT	MUST BE "CORRECT"

DEPARTMENT HEAD [Signature]

DATE

9/18/2023

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

FINANCE OFFICER

Linda J. Bayless

9/19/23

APPROVED

RECOMMENDED

NOT APPROVED

NOT RECOMMENDED

9/19/23

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



EDGECOMBE COUNTY BUDGET CONTROL REQUEST

16

Budget Revision Number _____
Journal Number _____
Date _____

FROM: Latisha Mills RE: DSS BA # 5 DEPARTMENT _____

PURPOSE: To re-allocate funds within budget

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
REVENUES				
				\$0.00
Total Revenues			\$0.00	
EXPENDITURES				
19-5411-5801-08	FAMILY REUNIFICATION	\$0.00	\$2,100.00	\$2,100.00 ✓
19-5411-5809-00	IV-E ADOPTIVE	\$98,798.09	-\$2,100.00	\$96,698.09 ✓
				0.00
				0.00
				0.00
				0.00
Total Expenditures			0	
TOTAL			0	
			CORRECT ←	MUST BE "CORRECT"

DEPARTMENT HEAD *Betty Battle* DATE 9/27/2023

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

FINANCE OFFICER *Linda J. Barfield* 9/28/23

☒ APPROVED ☐ RECOMMENDED
☐ NOT APPROVED ☐ NOT RECOMMENDED

COUNTY MANAGER _____ DATE _____

ACTION TAKEN BY BOARD OF COMMISSIONERS: _____

APPROVED AND ENTERED ON MINUTES DATED: _____

NOT APPROVED-DATE: _____

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 9/28/23
Re: Request from ABC Board for County-owned Property



It was brought to your attention at your March meeting that the Edgecombe County ABC Board has requested land from the County for the purpose of constructing a new warehouse. The ABC Board asks that the County donates part of a parcel the County owns at the corner of Anaconda and McNair Roads. You authorized me to proceed with determining the exact location and layout to bring back for your consideration.

Attached is both an area map, as well as a preliminary site layout map. A representative from the ABC Board will be present to discuss the proposed use of the facility and to answer questions you may have.

I recommend that you approve the donation of the lot to not exceed 3 acres to the Edgecombe County ABC Board and authorize the County attorney to prepare and me to execute the necessary documents.



September 28, 2023

Edgecombe County



ATTACHMENT #6

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 9/28/23
Re: Recommendation on Address Fleet Needs



As we discussed at your last meeting, we are considering options to meet the fleet needs we have, especially for the Sheriff's Office. Sheriff Atkinson has a relatively large percentage of high-mileage vehicles on the road. Based on the information he and his team provided, we need to acquire at least 20 new vehicles to get his fleet to a more reliable state.

One option that has been presented is to lease those vehicles. At your special meeting on September 19th, you received a presentation from Mr. Benjamin Krautheimer with Enterprise Fleet Management. He shared the benefits of leasing vehicles and the potential costs. You asked that a more specific proposal be done so you can see the actual costs for the specific vehicles we would lease if we choose to go that route. That update is provided here in your packet. I've also included a copy of the proposal presented to you at your last meeting so you can refer to the details of the lease program.

There are benefits to leasing vehicles to meet our fleet needs including: assistance with finding vehicles to purchase; assistance with the management of the fleet; and more frequent turnover of vehicles. However, the ongoing, annual cost of leasing, in this case \$434,340 for 28 vehicles, in light of the additional costs we just incurred with the implementation of our Compensation Plan, prompts me to recommend another approach.

As you know, we plan to soon sell our ownership interest in a building in Rocky Mount that has been occupied by Eastpointe to Nash County. The offer for our 45% ownership share is \$2 million. I recommend that we use \$1 million of that, plus the \$125,000 we already have budgeted for cars, to purchase

September 29, 2023

approximately 20 new vehicles for the Sheriff. We can also internally improve our tracking, maintenance and turnover of our fleet moving forward.

My staff and I certainly stand ready to implement whichever option the Board chooses.



FLEET MANAGEMENT

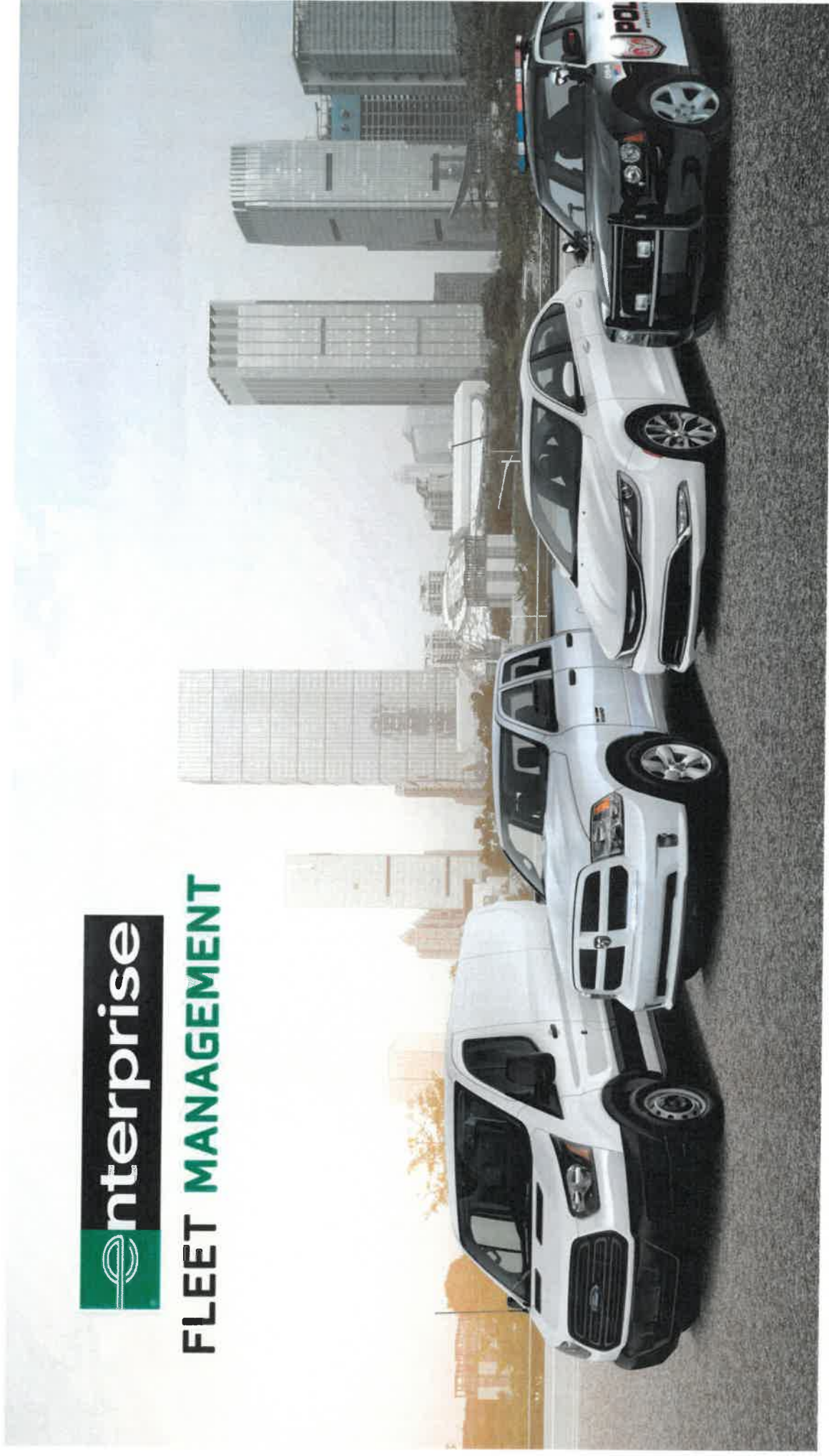
Edgecombe County Menu Pricing

Equity Lease Menu Pricing										
Price	Year	Make	Model	Trim Level	Quantity	Term	Estimated Annual Mileage	Monthly Cost (Lease Payment)	Annual Cost Excluding Maintenance	Annual Cost Excluding Maintenance by Quantity
\$47,728	2023	Chevy	Tahoe Police Vehicle	2WD	0	36	30000	\$1,418.00	\$17,016.00	\$0.00
\$59,728	2023	Chevy	Tahoe Police Vehicle with Upfit	2WD	1	36	30000	\$1,774.00	\$21,288.00	\$21,288.00
\$38,778	2023	Dodge	Durango Pursuit	AWD	0	36	30000	\$1,153.00	\$13,836.00	\$0.00
\$50,778	2023	Dodge	Durango Pursuit with upfit	AWD	15	36	30000	\$1,509.00	\$18,108.00	\$271,620.00
\$35,723	2023	Dodge	Charger V8	RWD	0	36	30000	\$1,062.00	\$12,744.00	\$0.00
\$47,723	2023	Dodge	Charger V8 with upfit	RWD	4	36	30000	\$1,418.00	\$17,016.00	\$68,064.00
\$43,890	2023	Ram	1500 Quad Cab	4WD	1	48	15000	\$1,039.00	\$12,468.00	\$12,468.00
\$30,000	2023	Toyota	Camry	SE	4	48	15000	\$712.00	\$8,544.00	\$34,176.00
\$29,846	2023	Nissan	Rogue	SV	2	48	15000	\$710.00	\$8,520.00	\$17,040.00
\$34,800	2023	Chevy	Traverse	LS	1	48	15000	\$807.00	\$9,684.00	\$9,684.00
Total Annual Cost									\$434,340.00	

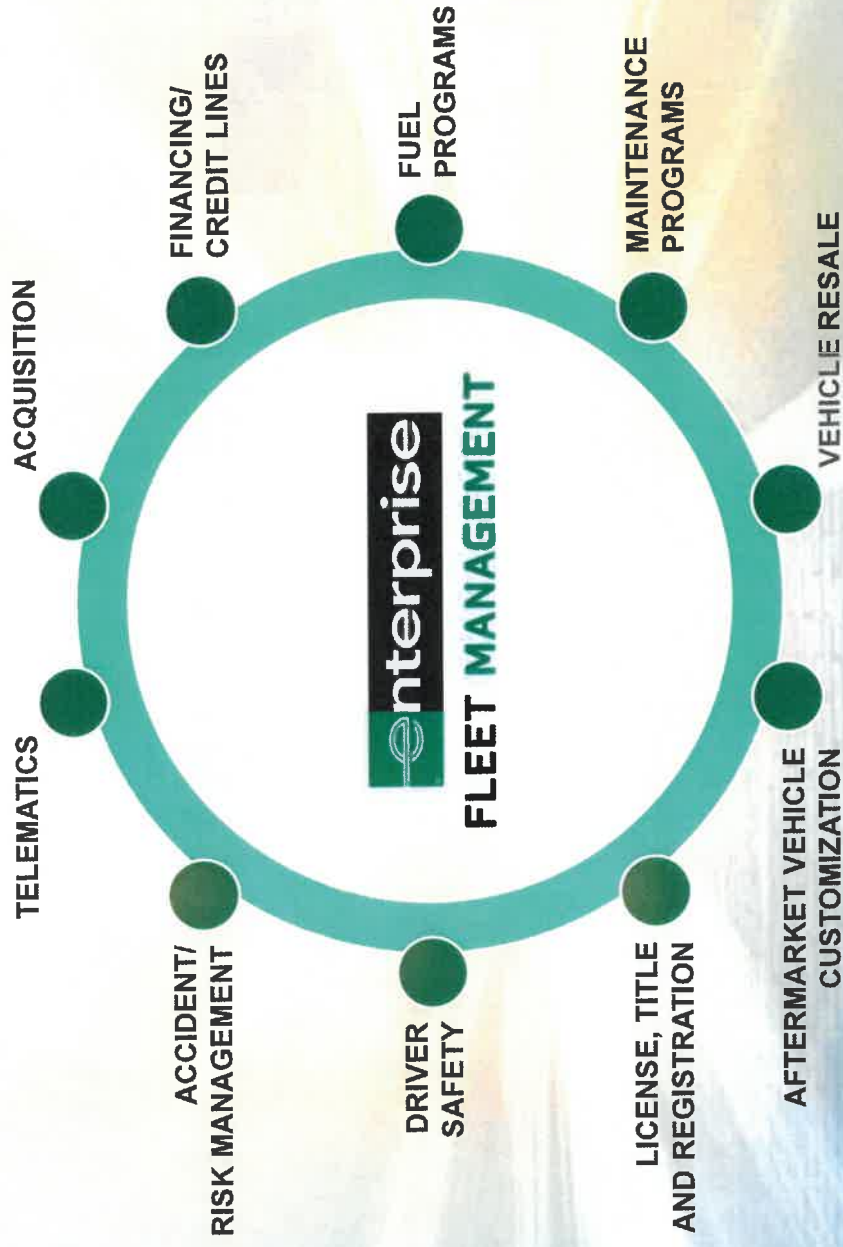
Lease rates are estimated based on current pricing



FLEET MANAGEMENT



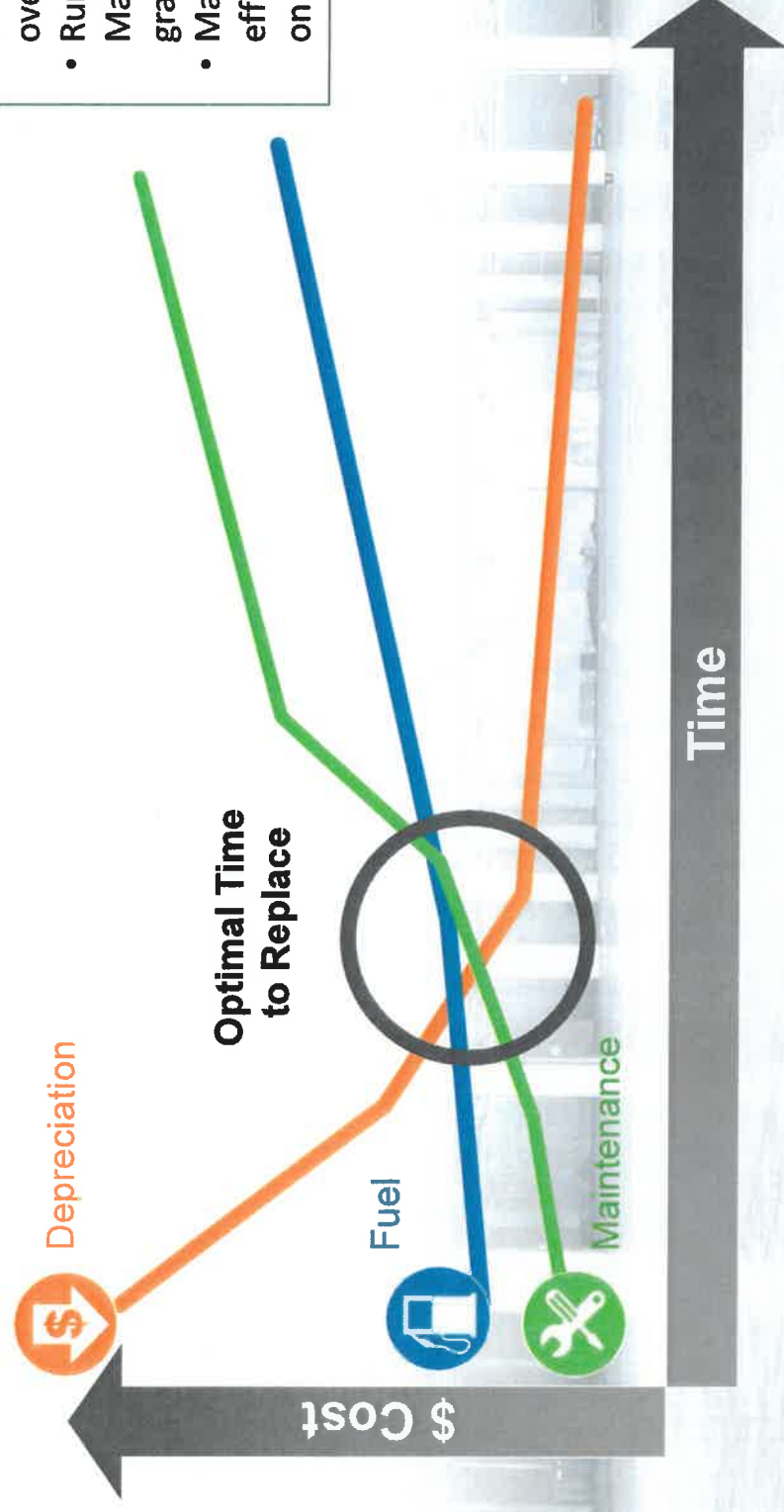
DELIVERING SOLUTIONS. DRIVING RESULTS.



CONFIDENTIAL AND PROPRIETARY

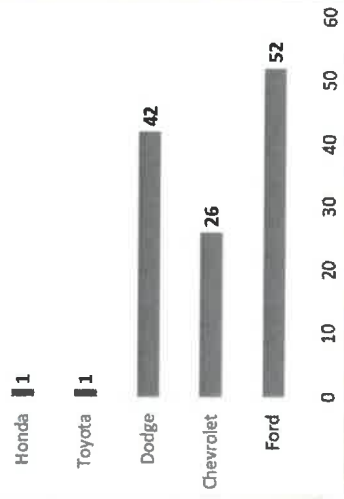
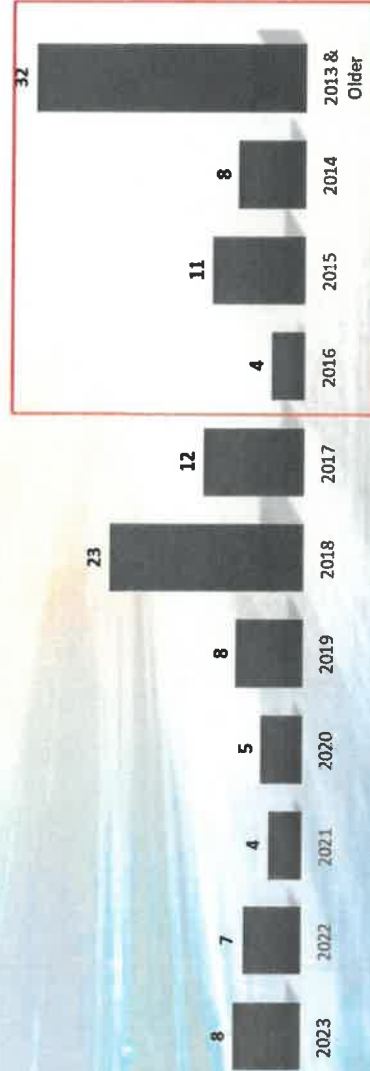
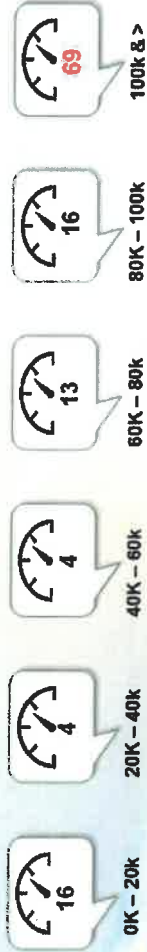
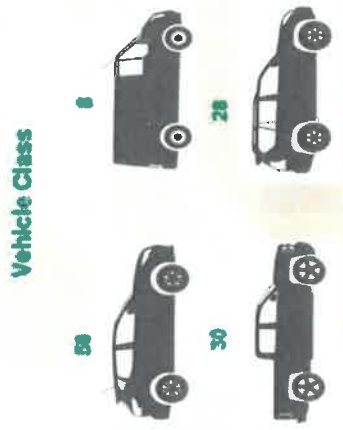
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EFFECTIVE VEHICLE LIFECYCLE



Key Observations

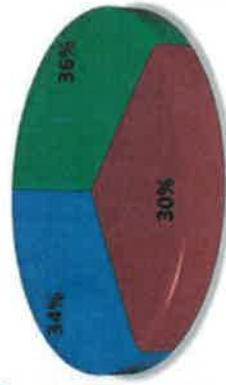
- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave



Edgecombe County - Fleet Planning Analysis

Current Fleet	122	Fleet Growth	-0.56%	Proposed Fleet	119
Current Cycle	12.20	Annual Miles	15,700	Proposed Cycle	4.10
Current Maint	\$287.83			Proposed Maint	\$75.96
Maint. Cents Per Mile	\$0.22	Current MPG	12	Price/Gallon	\$3.30

Fleet Costs Analysis



Fuel Maintenance Purchase

Fiscal Year	Fleet Size	Fleet Mix					Fleet Cost				Annual	
		Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	122	10.0	122	0	490,255	0			421,388	513,315	1,424,958	0
'24	119	73	46	73	0	836,318	-409,880		225,425	440,848	1,092,511	332,447
'25	119	5	41	78	0	897,218	-39,938	-24,924	212,712	435,671	1,480,739	-55,782
'26	119	20	26	93	0	1,074,333	-150,800	-218,965	174,575	420,739	1,299,882	125,076
'27	119	27	18	101	0	1,188,249	-122,019	-66,068	154,235	412,776	1,568,173	-143,216
'28	119	28	0	119	0	1,326,247	-331,755	-773,858	108,471	394,858	723,962	700,995
'29	119	54	0	119	0	1,326,247		-332,739	108,471	394,858	1,496,936	-71,878
'30	119	35	0	119	0	1,326,247		-287,417	108,471	394,858	1,542,158	-117,201
'31	119	22	0	119	0	1,326,247		-121,239	108,471	394,858	1,708,336	-283,379
'32	119	14	0	119	0	1,326,247		-378,020	108,471	394,858	1,451,555	-26,598
'33	119	33	0	119	0	1,326,247		-925,363	108,471	394,858	904,212	520,745
10 Year Savings												\$981,209

Current Fleet Equity Analysis

YEAR	2024	2025	2026	2027	2028	Under-Utilized
QTY	73	5	15	8	18	3
Est \$	\$5,597	\$7,988	\$10,053	\$15,252	\$18,431	\$425
TOTAL	\$408,605	\$39,938	\$150,800	\$122,019	\$331,755	\$1,275
Estimated Current Fleet Equity**					\$1,054,391	

* Lease Rates are conservative estimates

** Estimated Current Fleet Equity is based on the current fleet "right unsean" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of fees unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

33% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded

Menu Pricing Example



Menu Pricing

Equity Lease Menu Pricing

Price	Year	Make	Model	Trim Level
\$79,998	2023	Ram	2500 Limited	Crew Cab 4WD
\$42,361	2023	Dodge	Durango	Pursuit AWD

Quantity	Term
1	60
4	60

Monthly Cost (Lease Payment)	Annual Cost Excluding Maintenance	Annual Cost Excluding Maintenance by Quantity
\$1,602.00	\$19,224.00	\$19,224.00
\$849.00	\$10,188.00	\$40,752.00

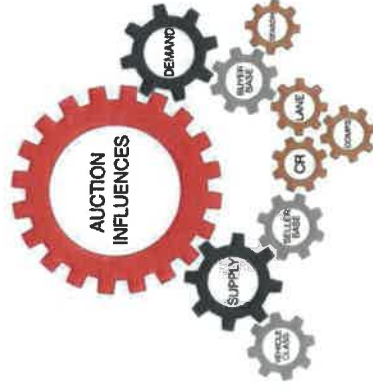
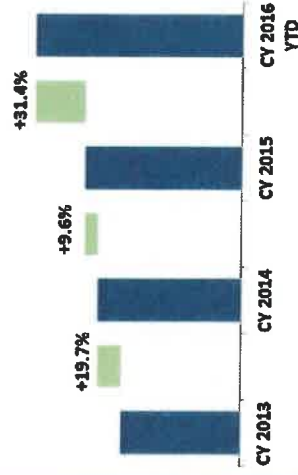
Total Annual Cost
\$59,976.00

Lease rates are estimated based on current pricing

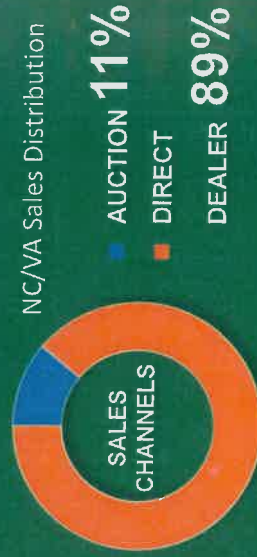
VEHICLE DISPOSAL

Enterprise will maximize your resale value!

Manheim Volume
3 Year-Old Models



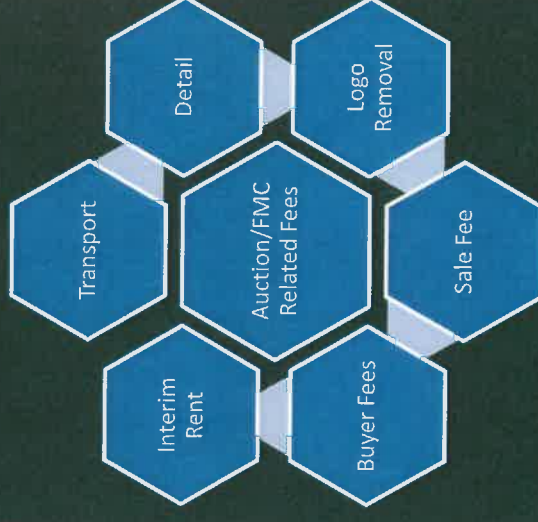
NC/VA Sales Distribution



NC/VA Remarketing Statistics

- 35 dedicated sales professionals
- 800+ active dealers
- 12 Remarketing Lots
- 12.5 days to pick up and sell
- NC ranked #1 Nationally for 2016

Net vs Gross



How much are you paying?

OPERATING EXPENSES

Maintenance

Full Maintenance

- Fixed monthly rate
- Simple process for all parties
- Includes: 24/7 Roadside, all major and minor repairs

Maintenance Management

- "Bridge" program for currently owned fleet vehicles
- Seamless experience for field drivers

Enterprise National Service Department

- 200 Employees with over 1,100+ total ASE certifications
- 400,000+ vehicles under management on this program
- \$40.8 million in customer savings in 2017
- \$3.5 million in post warranty/goodwill refunded to our customers in 2017



OPERATING EXPENSES

Fuel

EFM Fuel Card

- Track and enforce fleet policy
- Control abuse/unauthorized purchases

Key Payoffs

- EFM fuel card accepted at 90% of US retail fuel locations
- Lower fuel expenses by up to 15%
- Driver access to virtually all stations
- Simple access to “Level III” data with web tools



SAVE

**UP TO
15%**

**ON
FUEL
COSTS.**

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TELEMATICS



FLEET MANAGEMENT



FLEET

- Improve MPG
- Decrease Idling
- Reduce Speeding
- Engine Diagnostics
- Vehicle Maintenance



SAFETY

- Risk & Safety Reports
- In-vehicle Coaching
- Accident Notifications
- Seatbelt Usage
- Driving in Reverse



PRODUCTIVITY

- Customer Svc. Time
- Identify Unplanned Stops
- Drive Time vs. Customer Service Time



COMPLIANCE

- HOS
- DVIR
- IFTA
- Driver e-logs
- Reduce Paperwork



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Resources

Fleet Technology



Annual Client Review

If we don't measure it, you can't improve it:

- Web based solution for the EFM team to evaluate the prior year's fleet performance
- Analyze all fleet costs including *maintenance, fuel, insurance, depreciation, etc.*
- Document future goals to develop the best possible fleet cycling plan for the future of the fleet

Fleet Planning Tool Kit

Purchase the right vehicle at the right cost:

- Online vehicle selector allowing Enterprise to compare up to 6 vehicles side-by-side
- Integrate all costs for a total cost analysis: *monthly vehicle costs, replacement schedules, maintenance, taxes, fuel, etc.*
- Determine the best time to replace your vehicles



RESOURCES

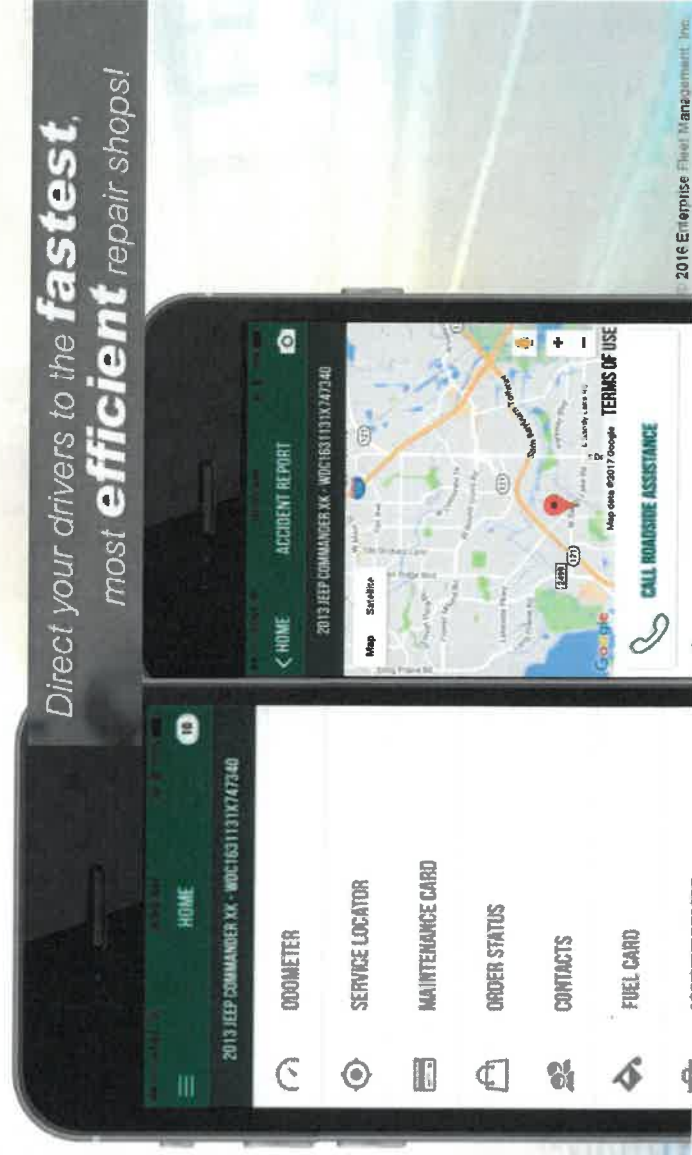
Driver Resources

Mobile App Features

- **Maintenance Card**
- **Maintenance & Fuel Locators**
- **Accident Reports**
- **Order Status**
- **Roadside Assistance**
- **Alerts & Reminders**
- **Vehicle Information**
- **Contact Information**
- **Ability to Store Insurance Cards**



Direct your drivers to the **fastest**,
most **efficient** repair shops!



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Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 9/28/23
Re: Revisions to the Compensation Plan



At your September meeting, you approved the implementation of our new compensation plan. Since the new compensation plan is such an overhaul from our previous one, we've continued to review it to see if there are any errors to fix or changes to make.

After a review from our Department Heads, we have the following update for your consideration to address those corrections and changes needed. Attached is a summary of those changes, which present no additional appropriation needed to the budget.

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

SUMMARY OF TECHNICAL CORRECTIONS MADE TO CLASSIFICATION AND COMPENSATION PLAN

GENERAL CLASS

Accounting Specialist I	Added Job
Accounting Technician II	Added Job
Breastfeeding Peer Counselor	Added Job
Child Support Supervisor I	Grade change from G06 to G07
Child Support Supervisor II	Grade change from G07 to G08
Collection Clerk	Replaced by Revenue Clerk I
Deputy Elections Director	Grade change from G07 to G08
Deputy Fire Marshall	Grade change from G07 to G08
Deputy Tax Administrator	Grade change from G08 to G10
Deputy Tax Assessor	Grade change from G07 to G08
Deputy Tax Collector	Grade change from G07 to G08
EMS Billing Specialist	Grade change from G03 to G04
Income Maint Program Admin II	Added Job
Public Information Specialist	Grade change from G01 to G02
Revenue Clerk I	Replaces Collection Clerk
Tax Assessor	Grade Change from G08 to G10
Tax Assistant I	Revised title to "I"
Tax Assistant II	Revised title to "II"
Tax Collector	Grade Change from G08 to G10

EMERGENCY MEDICAL SERVICES

Emergency Medical Services Manager	Changed title from Coordinator to Manager
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SHERIFF – LAW ENFORCEMENT CLASS SALARY SCHEDULE

Deputy Corporal III	Deleted Job
Detective I	Added Job
Detective II	Added Job
Deputy Sergeant I	Grade change from S07 to S08
Deputy Sergeant II	Grade change from S08 to S09
Deputy Lieutenant III	Deleted Job
Deputy Sheriff/Captain	Grade change from S13 to S12
Chief Deputy Sheriff/Major	Grade change form S14 to S13

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

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

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

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

Section 3-A: GENERAL CLASS SALARY SCHEDULES.

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

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

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

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

POSITION TITLE	FLSA	GRADE
ADMINISTRATIVE ASSISTANT I	N	G01
ADMINISTRATIVE ASSISTANT II	N	G02
ADMINISTRATIVE ASSISTANT III	N	G03
ADMINISTRATIVE OFFICER	N	G04
ADMINISTRATIVE SUPPORT SPECIALIST	N	G01
ANIMAL CONTROL LEAD OFFICER	N	G03
ANIMAL CONTROL OFFICER	N	G01
ANIMAL SHELTER ATTENDANT	N	G00
ASSISTANT COUNTY MANAGER	E	G13
ASSISTANT FINANCE DIRECTOR	N	G08
ASSISTANT REGISTER OF DEEDS	N	G06
ASSISTANT TELECOMMUNICATIONS DIRECTOR	N	G06
ASSISTANT UTILITIES DIRECTOR	N	G08
ATTORNEY - SOCIAL SERVICES	E	G10
BILLING SUPERVISOR	N	G05
BOARD OF ELECTIONS DIRECTOR	E	G11
** BREASTFEEDING PEER COUNSELOR	N	G03
BUILDING INSPECTOR I	N	G06
BUILDING INSPECTOR II	N	G08
BUSINESS PERSONAL PROPERTY APPRAISER	N	G06
CAREER NAVIGATOR	N	G07
CHIEF FINANCIAL OFFICER	E	G13
CHIEF INFORMATION OFFICER	E	G12
CHILD SUPPORT AGENT I	N	G03
CHILD SUPPORT AGENT II	N	G04
** CHILD SUPPORT SUPERVISOR I	N	G06
** CHILD SUPPORT SUPERVISOR II	N	G07
** COLLECTION CLERK	N	G04
COMMUNITY DEVELOPMENT SPECIALIST I	N	G04
COMMUNITY DEVELOPMENT SPECIALIST II	N	G05
COMMUNITY HEALTH TECHNICIAN	N	G01
COMMUNITY SOCIAL SERVICES TECHNICIAN	N	G01
CONVENIENCE CENTER ATTENDANT	N	G00
COOK	N	G01
COOK SUPERVISOR	N	G02
COUNTY ATTORNEY	E	G15
COUNTY MANAGER	E	G16
CUSTODIAL TEAM LEAD	N	G02
CUSTODIAL TECHNICIAN	N	G01
DELINQUENT TAX SPECIALIST	N	G03
DEPUTY COUNTY MANAGER	E	G14
** DEPUTY ELECTIONS DIRECTOR	N	G08

	POSITION TITLE	FLSA	GRADE
**	DEPUTY FIRE MARSHALL	N	G08
	DEPUTY HEALTH DIRECTOR	E	G10
	DEPUTY REGISTER OF DEEDS I	N	G01
	DEPUTY REGISTER OF DEEDS II	N	G02
	DEPUTY REGISTER OF DEEDS III	N	G03
**	DEPUTY TAX ADMINISTRATOR	E	G10
**	DEPUTY TAX ASSESSOR	N	G08
**	DEPUTY TAX COLLECTOR	N	G08
	DIRECTOR OF PLANNING & INSPECTIONS	E	G11
	ELECTIONS SPECIALIST I	N	G02
	ELECTIONS SPECIALIST II	N	G03
	ELECTIONS TECHNICIAN	N	G01
	EMERGENCY SERVICES COORDINATOR	N	G08
	EMERGENCY SERVICES DIRECTOR	E	G12
**	EMS BILLING SPECIALIST	N	G04
	ENVIRONMENTAL HEALTH MANAGER	E	G09
	ENVIRONMENTAL HEALTH SPECIALIST	N	G05
	ENVIRONMENTAL HEALTH SUPERVISOR	N	G07
	ENVIRONMENTAL HEALTH TECHNICIAN	N	G01
	EXECUTIVE ASSISTANT I	N	G05
	EXECUTIVE ASSISTANT II	N	G06
	FOREIGN LANGUAGE INTERPRETER	N	G01
	GENERAL UTILITY WORKER	N	G02
	GIS COORDINATOR	N	G06
	GIS TECHNICIAN	N	G03
	GRANT ADMINISTRATOR/ACCOUNTANT	N	G06
	HEALTH DEPT FINANCE OFFICER	N	G06
	HEALTH DIRECTOR	E	G12
	HEALTH EDUCATION SUPERVISOR	E	G09
	HEAVY EQUIPMENT OPERATOR	N	G03
	HUMAN RESOURCES DIRECTOR	E	G11
	HUMAN RESOURCES PLACEMENT SPECIALIST	N	G04
	HUMAN RESOURCES TECHNICIAN I	N	G03
	HUMAN RESOURCES TECHNICIAN II	N	G04
	INCOME MAINTENANCE CASEWORKER I	N	G02
	INCOME MAINTENANCE CASEWORKER II	N	G03
	INCOME MAINTENANCE CASEWORKER III	N	G04
	INCOME MAINTENANCE INVESTIGATOR I	N	G03
	INCOME MAINTENANCE INVESTIGATOR II	N	G04
	INCOME MAINTENANCE PROGRAM ADMIN I	N	G07

	POSITION TITLE	FLSA	GRADE
**	INCOME MAINTENANCE PROGRAM ADMIN II	N	G08
	INCOME MAINTENANCE SUPERVISOR I	N	G04
	INCOME MAINTENANCE SUPERVISOR II	N	G05
	INCOME MAINTENANCE SUPERVISOR III	N	G06
	INCOME MAINTENANCE TECHNICIAN	N	G01
	LEAD CHILD SUPPORT AGENT	N	G05
	LPA CLERK	N	G01
	MAINTENANCE DIRECTOR	E	G11
	MAINTENANCE TEAM LEAD	N	G05
	MAINTENANCE TECHNICIAN I	N	G02
	MAINTENANCE TECHNICIAN II	N	G03
	NETWORK SYSTEMS ADMINISTRATOR	E	G09
	OFFICE ON AGING DIRECTOR	E	G09
	PARALEGAL	N	G06
	PARKS AND RECREATION DIRECTOR	E	G09
	PAYROLL ADMINISTRATOR	N	G05
	PERMIT TECHNICIAN	N	G03
	PERSONAL PROPERTY APPRAISER	N	G06
	PLANNER	N	G05
	PLANNING TECHNICIAN	N	G03
	PUBLIC HEALTH EDUCATION SPECIALIST	N	G04
	PUBLIC HEALTH EDUCATOR I	N	G03
	PUBLIC HEALTH EDUCATOR II	N	G05
**	PUBLIC INFORMATION SPECIALIST	N	G02
	PURCHASING MANAGER	N	G05
	REAL PROPERTY APPRAISER	N	G06
**	REVENUE CLERK I	N	G02
	REVENUE CLERK II	N	G02
	REVENUE CLERK III	N	G03
	SENIOR MAINTENANCE TECHNICIAN	N	G04
	SENIOR PLANNER	N	G07
	SENIOR TECHNICAL SUPPORT ANALYST	N	G07
	SOCIAL SERVICES DIRECTOR	E	G12
	SOCIAL SERVICES FINANCE OFFICER	N	G06
	SOCIAL SERVICES PROGRAM ADMIN II	E	G10
	SOCIAL WORK SUPERVISOR I	N	G06
	SOCIAL WORK SUPERVISOR II	N	G07
	SOCIAL WORK SUPERVISOR III	N	G08

POSITION TITLE	FLSA	GRADE
SOCIAL WORKER I	N	G03
SOCIAL WORKER II	N	G04
SOCIAL WORKER III	N	G05
SOIL & WATER CONSERVATION DIRECTOR	E	G10
SOIL CONSERVATIONIST	N	G04
SOLID WASTE MANAGEMENT DIRECTOR	E	G11
SOLID WASTE SUPERVISOR	N	G05
SW-INVESTIGATIVE/ASSESSMENT& TREATMENT SYSTEM ADMINISTRATOR	N	G06
	N	G08
TAX ADMINISTRATOR	E	G12
** TAX ASSESSOR	N	G10
** TAX ASSISTANT I	N	G01
** TAX ASSISTANT II	N	G03
** TAX COLLECTOR	N	G10
TECHNICAL SUPPORT ANALYST	N	G06
TECHNOLOGY SUPPORT SPECIALIST	N	G04
TELECOMMUNICATIONS DIRECTOR	N	G08
TELECOMMUNICATIONS SUPERVISOR	N	G05
TELECOMMUNICATOR	N	G04
TRUCK DRIVER	N	G03
UTILITIES CREW LEADER	N	G03
UTILITIES DIRECTOR	E	G11
UTILITIES OPERATION SUPERVISOR	N	G06
UTILITIES TECHNICIAN	N	G01
VEHICLE REGISTRATION SUPERVISOR	N	G06
VETERANS SERVICE OFFICER	E	G09
WEIGHMASTER	N	G01

Section 4: HEALTH SALARY AND CLASSIFICATION SCHEDULE.

GRADE	JOB TITLE	HEALTH CLASS			
		FLSA	MINIMUM	MIDPOINT	MAXIMUM
H01	DENTAL ASSISTANT	N	\$28,800	\$36,000	\$43,200
H01	NUTRITIONIST I	N	\$28,800	\$36,000	\$43,200
H02	NUTRITIONIST II	N	\$33,100	\$41,400	\$49,700
H03	MEDICAL LABORATORY TECHNICIAN	N	\$38,100	\$47,600	\$57,200
H03	NUTRITIONIST III	N	\$38,100	\$47,600	\$57,200
H03	PRACTICAL NURSE I	N	\$38,100	\$47,600	\$57,200
H04	DENTAL HYGIENIST I	N	\$43,800	\$54,700	\$65,700
H04	MEDICAL LABORATORY SUPERVISOR	N	\$43,800	\$54,700	\$65,700
H04	NUTRITION PROGRAM DIRECTOR	N	\$43,800	\$54,700	\$65,700
H04	PRACTICAL NURSE II	N	\$43,800	\$54,700	\$65,700

HEALTH CLASS					
GRADE	JOB TITLE	FLSA	MINIMUM	MIDPOINT	MAXIMUM
H04	PUBLIC HEALTH NURSE I	N	\$43,800	\$54,700	\$65,700
H05	PUBLIC HEALTH NURSE II	N	\$50,300	\$62,900	\$75,500
H06	DENTAL HYGIENIST II	N	\$57,800	\$72,300	\$86,700
H06	PUBLIC HEALTH NURSE III	N	\$57,800	\$72,300	\$86,700
H07	PUBLIC HEALTH NURSING SUPERVISOR	E	\$66,500	\$83,100	\$99,800
H08	PUBLIC HEALTH NURSING DIRECTOR	E	\$76,500	\$95,600	\$114,800
H09	PHYSICIAN EXTENDER II	E	\$87,900	\$109,900	\$131,900
H11	DENTIST	E	\$126,600	\$158,300	\$189,900

Section 5-A: EMERGENCY MEDICAL SERVICES CLASS SALARY SCHEDULES.

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

EMS CLASS - HOURLY RATES						
GRADE	JOB TITLE	FLSA	SHIFT	MINIMUM	MIDPOINT	MAXIMUM
E01A	EMT BASIC	N	2236	\$16.50	\$20.63	\$24.75
E01B	EMT BASIC	N	2080	\$16.50	\$20.63	\$24.75
E02A	EMT ADVANCED	N	2236	\$17.75	\$22.19	\$26.63
E02B	EMT ADVANCED	N	2080	\$17.75	\$22.19	\$26.63
E03A	PARAMEDIC I	N	2236	\$20.41	\$25.51	\$30.62
E03B	PARAMEDIC I	N	2080	\$20.41	\$25.51	\$30.62
E04A	FIELD TRAINING OFFICER	N	2236	\$22.45	\$28.06	\$33.68
E04A	PARAMEDIC II	N	2236	\$22.45	\$28.06	\$33.68
E04B	COMMUNITY PARAMEDIC	N	2080	\$22.45	\$28.06	\$33.68
E05	ASSISTANT PARAMEDIC SUPERVISOR	N	2236	\$24.70	\$30.88	\$37.05
E06A	PARAMEDIC SUPERVISOR	N	2236	\$27.17	\$33.96	\$40.76
E06B	COMMUNITY PARAMEDIC SUPERVISOR	N	2080	\$27.17	\$33.96	\$40.76
** E07	EMERGENCY MEDICAL SERVICES MANAGER	E	2080	\$67,000	\$83,750	\$100,500

Section 5-B: EMERGENCY MEDICAL SERVICES EXPECTED ANNUAL SALARY RANGES. Emergency Medical Positions shifts include scheduled overtime subject to requirements of the Fair Labor Standard Act. The schedule overtime must be considered when determining the annual compensation. The following table computes the annual salary minimum, midpoint and maximum based on the scheduled shift hours, the hourly rate and the expected overtime. For a Shift of 2236, an employee will work 1924 hours at straight time and 312 hours at one and a half times their hourly rate.

EMS CLASS - ANNUAL EXPECTED SALARY RANGES INCLUDING SCHEDULED OVERTIME FOR 24/72 SHIFTS						
GRADE	JOB TITLE	FLSA	SHIFT	MINIMUM	MIDPOINT	MAXIMUM
E01A	EMT BASIC	N	2236	\$39,468	\$49,347	\$59,202
E01B	EMT BASIC	N	2080	\$34,320	\$42,910	\$51,480
E02A	EMT ADVANCED	N	2236	\$42,458	\$53,078	\$63,699

EMS CLASS - ANNUAL EXPECTED SALARY RANGES INCLUDING SCHEDULED OVERTIME FOR 24/72 SHIFTS						
GRADE	JOB TITLE	FLSA	SHIFT	MINIMUM	MIDPOINT	MAXIMUM
E02B	EMT ADVANCED	N	2080	\$36,920	\$46,155	\$55,390
E03A	PARAMEDIC I	N	2236	\$48,821	\$61,020	\$73,243
E03B	PARAMEDIC I	N	2080	\$42,453	\$53,061	\$63,690
E04A	FIELD TRAINING OFFICER	N	2236	\$53,700	\$67,120	\$80,563
E04A	PARAMEDIC II	N	2236	\$53,700	\$67,120	\$80,563
E04B	COMMUNITY PARAMEDIC	N	2080	\$46,696	\$58,365	\$70,054
E05	ASSISTANT PARAMEDIC SUPERVISOR	N	2236	\$59,082	\$73,865	\$88,624
E06A	PARAMEDIC SUPERVISOR	N	2236	\$64,991	\$81,232	\$97,498
E06B	COMMUNITY PARAMEDIC SUPERVISOR	N	2080	\$56,514	\$70,637	\$84,781
** E07	EMERGENCY MEDICAL SERVICES MANAGER	E	2080	\$67,000	\$83,750	\$100,500

Section 6-A: SHERIFF – LAW ENFORCEMENT CLASS SALARY SCHEDULE.

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

SHERIFF - LAW ENFORCEMENT CLASS					
Grade	Job Title	FLSA	Min	Mid	Max
S01	DEPUTY I	N	\$43,500	\$54,000	\$64,600
S02	DEPUTY II	N	\$44,900	\$55,800	\$66,700
S03	DEPUTY III	N	\$46,400	\$57,600	\$68,900
S04	DEPUTY CORPORAL I	N	\$47,900	\$59,500	\$71,100
S05	DEPUTY CORPORAL II	N	\$49,500	\$61,500	\$73,500
** S06	DEPUTY CORPORAL III	N	\$51,100	\$63,500	\$75,900
** S06	DETECTIVE I	N	\$51,100	\$63,500	\$75,900
** S07	DETECTIVE II	N	\$52,800	\$65,600	\$78,400
** S08	DEPUTY SERGEANT I	N	\$54,500	\$67,700	\$80,900
** S09	DEPUTY SERGEANT II	N	\$56,300	\$69,900	\$83,600
** S09	DEPUTY SERGEANT III	N	\$56,300	\$69,900	\$83,600
S10	DEPUTY LIEUTENANT I	E	\$58,200	\$72,300	\$86,400
S11	DEPUTY LIEUTENANT II	E	\$60,100	\$74,700	\$89,200
** S12	DEPUTY LIEUTENANT III	E	\$62,100	\$77,100	\$92,200
** S12	DEPUTY SHERIFF/CAPTAIN	E	\$63,700	\$79,100	\$94,600
** S13	CHIEF DEPUTY SHERIFF/MAJOR	E	\$67,500	\$83,900	\$100,200

Section 6-B: SHERIFF – DETENTION CLASS SALARY SCHEDULE.

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

SHERIFF - DETENTION CLASS					
Grade	Job Title	FLSA	Min	Mid	Max
D01	DETENTION OFFICER I	N	\$39,000	\$48,400	\$57,900
D02	DETENTION OFFICER II	N	\$40,300	\$50,100	\$59,800
D03	DETENTION OFFICER III	N	\$41,600	\$51,700	\$61,800
D04	DETENTION CORPORAL I	N	\$43,000	\$53,400	\$63,800
D05	DETENTION CORPORAL II	N	\$44,400	\$55,200	\$65,900
D06	DETENTION CORPORAL III	N	\$45,900	\$57,000	\$68,100
D07	DETENTION SERGEANT I	N	\$47,400	\$58,900	\$70,400
D08	DETENTION SERGEANT II	N	\$49,000	\$60,900	\$72,700
D09	DETENTION SERGEANT III	N	\$50,600	\$62,900	\$75,100
D10	DETENTION LIEUTENANT I	E	\$52,300	\$65,000	\$77,600
D11	DETENTION LIEUTENANT II	E	\$54,000	\$67,100	\$80,200
D12	DETENTION LIEUTENANT III	E	\$55,800	\$69,300	\$82,800
D13	DETENTION ADMIN/CAPTAIN	E	\$58,600	\$72,800	\$87,000

Section 7: ELECTED OFFICIALS. The County's elected officials, County Commissioners, Register of Deeds and Sheriff, are not included in the Pay and Classification Plan. The salary for elected officials is established annually as part of the annual budget option.

Section 8: SALARIES BELOW MINIMUM. If an employee's annual salary or hourly rate falls below the minimum of the new Grade, the salary will be adjusted to the minimum of the new pay grade effective September 21, 2023.

Section 9: SALARIES ABOVE THE MAXIMUM. If an employee's salary is above the maximum of the New Grade as a result of a new classification, the salary will not be reduced.

Adopted this the 2nd day of October, 2023.

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 9/28/23
Re: Urgent Repair 2023 Grant Agreement



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

I recommend that you accept the award by approving the grant agreement and project ordinance as presented.

GRANT INFORMATION FORM
Including all State and Federal financial assistance

Financial Assistance Title/Grantor Name: Urgent Repair Program 2019

Grantor (State or Federal agency, private foundation etc.): State Agency

Grantor Contact Person Sarah Zinn

Grantor Phone Number: 919-578-3580

Total Grant Award: \$ 67,000

Period Covered: September 14, 2023 - December 31, 2024

1. Does the assistance include Federal funds (funds from State may originate from a Federal agency)?

☐ YES ☒ NO

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?

☒ YES ☐ NO

If Yes, list period: _____

3. Are you planning to request funds each year?

☐ YES ☒ NO

If yes, please indicate fiscal years _____

4. Is this a reimbursement grant?

☐ YES ☒ NO

5. What are the reporting requirements?

Monthly ☐
Quarterly ☒
Semi-Annually ☐
At End of Grant ☐

6. Who prepares reports?

Katina Braswell, Planning Director

7. Is there a matching requirement for the County? Is so, please explain:

N/A

Amount: \$ _____

Time Frame: _____

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?

The County must maintain records for three years.

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

Urgent Repair Program Guidelines

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

To provide housing repairs to low and very low income families

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

☐ Yes ☒ No

Date: _____

Amount: \$ 0

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 Urgent Repair Program (URP) contained in the Grant Agreement between the County and the North Carolina Housing Finance Agency.

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 Housing Finance Agency and the budget contained herein.

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

Urgent Repair 2023		\$ 67,000
	TOTAL	\$ 67,000

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

Urgent Repair Grant 2023- Hard Costs	\$ 61,000
Urgent Repair Grant 2023 – Administration	\$ 6,000
TOTAL	\$ 67,000

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.

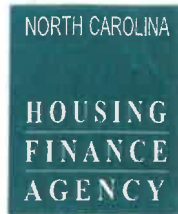
Section 8. Copies of this grant project ordinance shall be furnished the Clerk to the Governing Board, and to the Budget Officer and the Finance Director for direction in carrying out this project.

Adopted this 2nd day of October, 2023.

LEONARD WIGGINS, CHAIRMAN
EDGECOMBE COUNTY BOARD OF COMMISSIONERS

ATTEST:

FRANGIE MUNGO
CLERK TO THE BOARD



September 14, 2023

A self-supporting
public agency

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

Scott Fanner
Executive Director

Dear Mr. Evans:

PO Box 28066
Raleigh, NC
27611-8066

Your organization's "Post Approval Documentation" has been reviewed and approved. Enclosed is the URP23 Funding Agreement, signed by Michael Handley, Manager of Housing Rehabilitation at the Agency. Please have it signed and dated by the Chief Administrative Official identified in the URP23 Application for Funding, and email an executed electronic copy to Mark Lindquist at mwlindquist@nchfa.com, keeping the original for your files. The Funding Agreement is a part of the Program Guidelines and should be studied carefully.

3508 Bush Street
Raleigh, NC
27609-7509

Tel. 919-877-5700
FAX. 919-877-5701
www.nchfa.com

An Agency officer has been assigned to work with each recipient organization as its single point of contact for all matters pertaining to URP23. This person is the "case manager" for your organization and is charged with assisting you as needed to help ensure your success in achieving the Program goals. I am your case manager for this project. Please do not hesitate to contact me at 919-578-3580 any time you have questions, concerns or comments. All URP-related correspondence (including your executed Funding Agreement) should be addressed to my attention.

I look forward to working closely with you and your staff toward the successful implementation and completion of your Urgent Repair Program project.

Sincerely,

DocuSigned by:
Sarah D. Zinn
A26AB475887046D...
Sarah Zinn
Housing Rehabilitation Officer

cc: Mr. Milton D. Barnette, Jr., PE, Program Manager, McDavid Associates, Inc.

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM

FUNDING AGREEMENT

Recipient: **Edgecombe County**

Funding Agreement Number: **2308**

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") is entered into on the 14th day of September, 2023 by the North Carolina Housing Finance Agency (the "Agency"), a public agency of the State of North Carolina and Edgecombe County (the "Recipient").

Recitals

Whereas, the North Carolina Housing Trust Fund (the "HTF Fund") was created by the 1987 Session of the North Carolina General Assembly which added Chapter 122E to the General Statutes, entitled the North Carolina Housing Trust Fund and Oil Overcharge Act (the "Act"); and

Whereas, the Act also created the North Carolina Housing Partnership (the "Partnership") to establish policies for programs of the HTF Fund; and

Whereas, the Partnership has adopted policy guidelines for the operation of an Urgent Repair Program (the "Program") from the HTF Fund; and

Whereas, the Agency is responsible for implementing and operating programs of the HTF Fund based on the policies of the Partnership; and

Whereas, the Agency has set aside funds to assist our partners in the administrative costs in the developing, producing, rehabilitating and repairing affordable housing in North Carolina (the "Agency funds"); and

Whereas, the Agency has advertised the availability of applications for funding under the Program;

Whereas, the Application of the Recipient identified on the cover page of this Funding Agreement was received, evaluated, and approved by the Agency and thereby made a part of this Agreement to be referenced as applicable; and

Whereas, the Agency has developed Program Guidelines (the "Guidelines") dated June 5, 2023, governing the execution of the Program by the Recipient and their relationship to this Agreement is made explicit in section 9 of this Agreement;

Now, therefore, in consideration of the exchange of the mutual promises set forth herein and other good and valuable consideration the Recipient and the Agency mutually agree as follows:

PART A: TIME OF PERFORMANCE

Section 1: Time of Performance

(a) The Recipient shall begin performance of this Agreement on the 14th day of September, 2023 and shall complete performance no later than the 31st day of December, 2024 (date of completion). Any funds that are not committed under contract (pursuant to section 3.1 of the Program Guidelines) to a Program participant as of the completion date must be withdrawn from deposit and returned to the Agency, unless the Agency agrees in writing to an extension of this Agreement.

(b) The Recipient must make reasonable progress in the use of funds under this Agreement. Failure to do so may result, at the discretion of the Agency, in a reduction of the amount of funds available under this Agreement.

PART B: PROGRAM FUNDING

Section 2: Grant Amount

(a) The Agency has approved a Program Grant to Edgecombe County in the principal amount of Sixty-Seven Thousand Dollars (\$67,000). In no event shall expenditures under this Agreement exceed this Program Grant.

(b) Funds for Cost of Repairs: Sixty-One Thousand Dollars (\$61,000) of the Funding Amount are funded from the State appropriated HTF Fund, and shall be used for the cost of repairs to the property, as more fully-described in the Guidelines, section 2.1. Funds for repairs shall only be utilized in the service areas specified in Section E – Service Area Requirements of the Post-Approval Documentation as signed by the Recipient.

(c) Funds for Administrative Costs: Six Thousand Dollars (\$6,000) of the Funding Amount are funded from the Agency funds, and shall be used for administrative costs incurred by the Recipient for running the Program, as more fully-described in the Guidelines, section 2.1.

Section 3: Disbursement of Funding

The Recipient will receive Program funds in accordance with the Guidelines, section 3.2 *Disbursements*.

Section 4: Deposit of Funds

(a) Any money advanced to the Recipient must be deposited, tracked and documented in accordance with the Guidelines, sections 3.4 *Recipient Accounts* and 3.5 *Program Income*.

(b) The Agency reserves the right to require that all deposits made in eligible accounts will be subject to withdrawal by the Recipient and will also be subject to withdrawal by the Agency. If the Agency chooses to exercise this option, an agreement for custodial accounts will be provided by the Agency to implement the requirement and will be executed prior to the initial disbursement.

(c) Checks will be delivered to the addresses provided in section 23 of this Agreement.

PART C: FINANCIAL MANAGEMENT

Section 5: Honesty and Fidelity Bond

The Recipient must comply with the Honesty and Fidelity Bond requirements of the Guidelines, Section 3.3 *Honesty and Fidelity Bond*.

Section 6: Establishment and Maintenance of Accounting Records

The Recipient must comply with the accounting procedures of the Guidelines, Section 3.6 *Accounting*.

Section 7: Procurement Procedures

Recipient shall establish written procurement and contracting procedures which provide that proposed procurement and contracting actions will be properly managed in accordance with the Guidelines, section 3.8 *Procurement*.

Section 8: Annual Audit Report

The Recipient must comply with the auditing standards and requirements of the Guidelines, section 3.9 *Financial Audit Requirements*.

PART D: PROGRAM MANAGEMENT

Section 9: Program Guidelines

The terms of the Agreement are subject to the Guidelines in all respects, whether specifically referenced in this Agreement, and all defined terms used in this Agreement shall have the same meanings as used in the Guidelines. In the event the Guidelines are revised, the Agency will forward such revisions to the Recipient and thereby make them a part of this Agreement. Failure of the Recipient to comply with the terms and conditions of the Guidelines shall be an event of default by the Recipient under this Agreement.

The Agency may reduce, suspend, or otherwise change the disbursement of payments under this Agreement, and the Agency may terminate this Agreement if the Agency determines that the Recipient has failed to comply with the Guidelines.

Section 10: Program Documents

The Recipient's Program must use loans to finance eligible repairs for Program participants. The Recipient must comply with the documentation requirements of the Guidelines, section 4.3 *Program Documents*.

Section 11: Recipient Responsibility

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.10 *Monitoring by Recipient*.

Section 12: Reports

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.11 *Reporting by Recipient*.

Section 13: Right To Inspect

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.12 *Monitoring by Agency*.

PART E: GENERAL CONDITIONS

Section 14: Prohibited Activity

The Recipient must comply with the procedures and requirements of the Guidelines, section 2.2 *Prohibited Activities*.

Section 15: Publicity

The Recipient must, when publicizing Program availability, act in accordance with the requirements of the Guidelines, section 4.1 *Selection of Applicants*.

Section 16: Contract Changes

Any proposed changes in this Agreement shall be in writing, submitted to and approved and executed by the Agency before the performance of any work involved in the proposed change.

Section 17: Assignment

This Agreement shall be binding on and inure to the benefit of the Agency, its successors and assigns. The Recipient may not assign all or any part of its interest in this Agreement or delegate any duty or obligation hereunder without the prior written consent of the Agency.

Section 18: Termination of Agreement

Termination of this Agreement will be governed by the rules and requirements of the Guidelines, section 3.1 *Funding Agreement*.

Section 19: Indemnification

The Recipient holds harmless and indemnifies the Agency from any and all claims, including reasonable attorney's fees, for injury or damage to persons or property which may arise in connection with work performed under this Agreement or pursuant to the Recipient's Program.

Section 20: Litigation

The Recipient represents and warrants to the Agency that there is no pending or active litigation against the Recipient that may jeopardize or adversely affect this Agreement or the completion of activities hereunder.

Section 21: E-Verify

Member agrees to comply with the requirement of N.C.G.S. 64-26(a) which requires private employers with 25 or more employees in the State of North Carolina to comply with the Federal E-Verify system for verification of all employees' legal work status.

Section 22: Prohibition of Discrimination.

The Member must consider all applications in the order in which they are received, or in any other manner designated by the Agency, on a fair and equal basis, may not arbitrarily reject an application, and may not vary the terms of a loan or the application procedures therefore or reject an applicant in violation of any State or federal law regarding discrimination.

Section 23: Notice

Any requirement to provide notice under this Agreement shall be deemed to have been met if delivered to the following parties at the following addresses:

Recipient:

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

Agency:

Sarah Zinn, Housing Rehabilitation Officer
North Carolina Housing Finance Agency
3508 Bush Street
Raleigh, NC 27609-7509

Section 24: Entire Agreement

This Agreement consists of eight pages, including the cover page, and is the entire Agreement between the Agency and the Recipient.

Section 25: Electronic Signatures

Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

Electronic signature means any electronic symbol or process attached to or logically associated with a document and executed and adopted by a party with the intent to sign such document.

In Witness Whereof, the parties below have executed this Agreement on the date first written above.

DocuSigned by:
Frangie Mungo
358FB2E471AB4AF

Attest

Edgecombe County

DocuSigned by:
E. L. L...
By: 064918E8AB8644E

Its: County Manager

DocuSigned by:
Sarah D. Finn
A26AB475867046D...

Attest

North Carolina Housing Finance Agency

DocuSigned by:
Michael Handley
By: EDF7FF08B43F4AA...

Its: Manager of Home Ownership Rehabilitation
and Compliance

Certificate Of Completion

Envelope Id: 12F07845C4B943B2ABA4DA144AEE1B17

Status: Completed

Subject: Request for Funding Agreement - Edgecombe County URP2308

Source Envelope:

Document Pages: 10

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Gloria Moore

AutoNav: Enabled

3508 Bush Street

Envelopeld Stamping: Enabled

Raleigh, NC 27609

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

gemoore@nchfa.com

IP Address: 66.194.215.246

Record Tracking

Status: Original

Holder: Gloria Moore

Location: DocuSign

9/14/2023 4:09:22 PM

gemoore@nchfa.com

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: North Carolina Housing Finance Agency

Location: DocuSign

Signer Events**Signature****Timestamp**

Eric Evans

ericevans@edgecombeco.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Viewed: 9/14/2023 5:21:12 PM

Signed: 9/14/2023 5:21:32 PM

Signature Adoption: Uploaded Signature Image
Using IP Address: 63.144.40.130**Electronic Record and Signature Disclosure:**

Accepted: 9/14/2023 5:21:12 PM

ID: 75efbd82-09dc-476e-985d-77d625504f45

Frangie Mungo

franmungo@edgecombeco.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:


358FB2E471AB4AF...

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Viewed: 9/15/2023 2:17:03 PM

Signed: 9/15/2023 2:18:11 PM

Signature Adoption: Pre-selected Style
Using IP Address: 63.144.40.130**Electronic Record and Signature Disclosure:**

Accepted: 9/15/2023 2:17:03 PM

ID: f99c04ce-8030-4c58-afbf-3979314c7312

Michael Handley

mghandley@nchfa.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:


EDF7FF08B43F4AA...

Sent: 9/14/2023 4:13:46 PM

Viewed: 9/14/2023 4:14:08 PM

Signed: 9/14/2023 4:14:44 PM

Signature Adoption: Pre-selected Style
Using IP Address: 75.183.217.144**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Sarah D. Zinn

sdzinn@nchfa.com

Security Level: Email, Account Authentication
(None)

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A28AB475867046D...

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Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/14/2023 4:13:46 PM
Envelope Updated	Security Checked	9/15/2023 2:08:46 PM
Certified Delivered	Security Checked	9/14/2023 4:17:46 PM
Signing Complete	Security Checked	9/14/2023 4:27:56 PM
Completed	Security Checked	9/15/2023 2:18:11 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, North Carolina Housing Finance Agency (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact North Carolina Housing Finance Agency:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mbsizer@nchfa.com

To advise North Carolina Housing Finance Agency of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mbsizer@nchfa.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from North Carolina Housing Finance Agency

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mbsizer@nchfa.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with North Carolina Housing Finance Agency

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mbsizer@nchfa.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify North Carolina Housing Finance Agency as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by North Carolina Housing Finance Agency during the course of your relationship with North Carolina Housing Finance Agency.

ATTACHMENT #9

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 9/28/23
Re: Application for Rural Transportation Funds



Edgecombe is eligible to receive funds to assist residents with transportation through the Rural Operating Transportation Fund (ROAP). We partner with Tar River Transit to apply for and administer these funds for us.

We will have available a total of \$166,2841. This covers three categories of funding: Elderly & Disabled Transportation Assistance, Employment Transportation Assistance, and Rural General Public assistance.

I recommend that you approve the submission of this ROAP application and authorize me to execute the enclosed forms.

OFFICE OF THE COUNTY
MANAGER



100 Coastline Street, Suite 315 • P.O. Box 1180 • Rocky Mount, NC 27802-1180 • Phone (252) 972-1174 • Fax (252) 972-1576

September 20, 2023

Mr. Eric Evans
County Manager
Edgecombe County
Edgecombe County Administration Building
Box 10
Tarboro, N.C. 27886

Re: FY 2024 Rural Operating Assistance Program (ROAP) Allocation Breakdown

Dear Mr. Evans:

The Tar River Transit Transportation System will be applying for FY 2024 Rural Operating Assistance Program (ROAP) funds. Any remaining funds that were allocated in FY2023 will be rolled over into FY2024. The remaining balance from FY2023 will be deducted from the allocation for FY2024.

The sections below reflect the remaining balances for each program forwarded to Tar River Transit from Edgecombe County Accounts Receivable. The breakdown will show the remaining balances subtracted from the FY2024 allocation. The total will be the FY2024 available funds for each section.

Elderly and Disabled Transportation Assistance Program (EDTAP) –EDTAP transportation assistance provides funding for the transportation of the state's elderly and disabled citizens.

Edgecombe County FY2023 Unused Funds	\$78,272
Edgecombe County FY2024 Allocation Requested	\$5,336
Edgecombe County FY2024 Total Funds for EDTAP	\$72,936



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Work First/Employment – Work First/Employment transportation assistance provides funding for transitional Work First and general public employment transportation needs. Work First/ Employment funds should be used to support the employment transportation needs of individuals that are not eligible to receive benefits from the Temporary Assistance for Needy Families (TANF) program.

Edgecombe County FY2023 Unused Funds	\$0
Edgecombe County FY2024 Allocation Requested	\$23
Edgecombe County FY2024 Total Funds for Work First	\$23

Rural General Public (RGP) - RGP transportation assistance provides funding for individuals who are not human service agency clients. Ninety percent (90%) of the trip cost are eligible for reimbursement under this program. It is proposed that the remaining ten percent (10%) of the trip cost will be collected as a fare.

Edgecombe County FY2023 Unused Funds	\$88,266
Edgecombe County FY2024 Allocation Requested	\$234
Edgecombe County FY2024 Total Funds for RGP	\$88,032

Edgecombe County FY2024 Total Funds: **\$160,691**

The total amount of funding that Edgecombe County has available to spend for ROAP is \$160,691. If you have any questions, or if I may be of assistance, please call me at (252)972-1596. Your attention to this matter is greatly appreciated.

Sincerely,

Todd Gardner
Tar River Transit, Manager

Cc: Fred Belfield, Chairman, Tar River Transit Governing Board



100 Coastline Street, Suite 315 • P.O. Box 1180 • Rocky Mount, NC 27802-1180 • Phone (252) 972-1174 • Fax (252) 972-1576

September 20, 2023

Mr. Eric Evans
County Manager
Edgecombe County
Edgecombe County Administration Building
Box 10
Tarboro, NC 27886

Re: FY 2024 Rural Operating Assistance Program (ROAP) Application

Dear Mr. Evans:

The Tar River Transit Transportation System will be applying for FY 2023 Rural Operating Assistance Program (ROAP) funds. The Application as well as the Certification Statement needs to be signed by you (the County Manager) as well as the County Finance Officer. The Certified Statement also needs to be accompanied by the County Seal. Also attached is the FY 2024 Total Allocation table which lists all eligible counties, and their FY 2024 allocation amounts for each program.

The requested funds will be used to reimburse eligible transportation expenses from July 1, 2023, through June 30, 2024. A brief description of each funding source and the amount of funding allocated/requested has been described below.

Elderly and Disabled Transportation Assistance Program (EDTAP) – EDTAP transportation assistance provides funding for the transportation of the state's elderly and disabled citizens.

Edgecombe County Allocation/ Amount Requested	\$5,336
--	----------------



100 Coastline Street, Suite 315 • P.O. Box 1180 • Rocky Mount, NC 27802-1180 • Phone (252) 972-1174 • Fax (252) 972-1576

Work First/Employment – Work First/Employment transportation assistance provides funding for transitional Work First and general public employment transportation needs. Work First/ Employment funds should be used to support the employment transportation needs of individuals that are not eligible to receive benefits from the Temporary Assistance for Needy Families (TANF) program.

Edgecombe County Allocation/ Amount Requested **\$23**

Rural General Public (RGP) - RGP transportation assistance provides funding for individuals who are not human service agency clients. Ninety percent (90%) of the trip cost are eligible for reimbursement under this program. It is proposed that the remaining ten percent (10%) of the trip cost will be collected as a fare.

Edgecombe County Allocation / Amount Requested **\$234**

The total amount which will be requested is: **\$5,593**

The application is due to the North Carolina Department of Transportation by Friday, October 11, 2023. NCDOT just released the application on September 6, 2023, so my apologies for the short turnaround. Please review the documents and return them to me no later than Friday, September 29, 2023, with the appropriate signatures. If you have any questions, or if I may be of assistance, please call me at (252) 972-1596. Your attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Gardner", is written over a horizontal line.

Todd Gardner
Tar River Transit, Manager

Cc: Fred Belfield, Chairman, Tar River Transit Governing Board

CERTIFIED STATEMENT
FY2024
RURAL OPERATING ASSISTANCE PROGRAM
County of Edgecombe

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2023 to June 30, 2024 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Edgecombe North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2024 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	<u>5,336</u>	<u>5,336</u>
Employment Transportation Assistance Program (EMPL)	<u>23</u>	<u>23</u>
Rural General Public Program (RGP)	<u>234</u>	<u>234</u>
TOTAL	<u>5,593</u>	<u>5,593</u>

WITNESS my hand and county seal, this _____ day of _____, 20_____.

Signature of County Manager/Administrator

Signature of County Finance Officer

Printed Name of County Manager/Administrator

Printed Name of County Finance Officer

State of North Carolina County of _____

County Seal Here

Application for Transportation Operating Assistance

FY2024 Rural Operating Assistance Program (ROAP) Funds

Name of Applicant (County)	Edgecombe County
County Manager	Eric Evans
County Manager's Email Address	ericevans@edgecombeco.com
County Finance Officer	Beth Edmondson
CFO's Email Address	bethedmondson@edgecombeco.com
CFO's Phone Number	252-641-7841
Person Completing this Application	Todd Gardner
Person's Job Title	Transit Administrator
Person's Email Address	Todd.gardner@rockymountnc.gov
Person's Phone Number	252-972-1596
Community Transportation System	Tar River Transit
Name of Transit Contact Person	Todd Gardner
Transit Contact Person's Email Address	Todd.gardner@rockymountnc.gov

Application Completed by: _____ Date: _____
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: _____ Date: _____
Signature

County Manager: _____ Date: _____
Signature

County Finance Officer: _____ Date: _____
Signature

Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

FY2024 ROAP Program Schedule

Application Deadline

October 11, 2023

Anticipated Funds Disbursement

Week of November 13, 2023

***Counties with unspent FY23 funds will retain the funds and the disbursement will be adjusted accordingly.**

***Monthly reports are due via SmartSheet 45 days following reporting period (i.e., July reporting period, report due September 15th)**

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process.
- **ROAP funds are expended only on eligible activities as described in Appendix A of the ROAP Guidance.**
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements, and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs in one disbursement however, if it is determined that a single disbursement is not possible, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions		Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated? If no, how were recommendations made and by whom? (<i>Type here</i>) How many individuals assisted in the determination? (<i>List number here</i>)		X	
B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?			X
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?		X	
Financial Management of ROAP Funds		Yes	No
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?			X
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? (<i>Include a sample agreement with application</i>)			n/a
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? (<i>Their procurement practices will need to meet all federal and state requirements for procurement of professional services.</i>)			X
G. Are ROAP funds deposited in an interest-bearing account?			X
H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?			X
Monitoring and Oversight Responsibilities		Yes	No
I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost. What form of documentation is collected? TRIP SHEETS		X	
J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?		X	
K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance or purchase of service only.</i>) 5310 – Elderly Individuals and Individuals with Disabilities Program NO 5311 - Non-urbanized Area Formula Program YES 5316 – Job Access and Reverse Commute Program (JARC) NO 5317 – New Freedom Program NO			
L. Will any of the subrecipients charge a fare for a ROAP funded trip? If yes, which programs. YES, RURAL GENERAL PUBLIC TRIPS			
M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP-funded trips. What documents are used to determine eligibility? Nash County residents are eligible to utilize ROAP funding for transportation within Nash County for medical, employment, adult daycare service, and agency sponsored trips. No documents were used.			

FY 2024 ROAP Application Submission Checklist

Applicant Name Here →		Edgecombe	
	ITEM	Signed & Scanned Copy to PTD	Due Date (not later than)
<input checked="" type="checkbox"/>	<u>Certifications</u> Certification Statement		10/11/2023
<input checked="" type="checkbox"/>	<u>Program Documents</u> FY 2024 ROAP Program Application		10/11/2023
<input checked="" type="checkbox"/>	<u>Other Documents</u> ROAP Application Submission Checklist		10/11/2023

All documents must be scanned separately and submitted in the Drop Box in Enterprise Business Services (EBS) by the County Finance Director or the leader of the Community Transportation System in your county.

IMPORTANT!!

NCDOT will not accept any ROAP documents that are mailed or emailed to our office.

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 9/27/2023
Re: Surplus Vehicle and Computer Equipment



Presented for your approval to surplus is the following vehicle and the attached list of computers and related equipment that have now exceeded their useful life.

2000 Ford E-350 XLT Super Duty

- 12 Passenger Van
- 104,277 miles

It is recommended that you approve the surplus of the above vehicle and referenced list of computers and related equipment as presented.

Computer Name	Make/Model	Department	Serial Number/Tag Number
HLTIMMUNURSE	LATITUDE E5570	HLT	JBCP2H2
HLTFVTMNV2	LATITUDE 5590	HLT	FVTMNV2
HLTJT7VH72	LATITUDE E5570	HLT	JT7VH72
DSS4RLVMD2T	OPTIPLEX 5040	DSS	4RLVMD2
	LATITUDE 7214	SHR	2ZZNG92
	GETAC V110	SHR	RK503V1550
ECSOSPARE03	GETAC V110	SHR	RK203V0381
OECSOMOBILE16	GETAC V110	SHR	RK503V1546
OECSOMOBILE34	GETAC V110	SHR	RKA03V0950
ECSOMOBILE30	GETAC V110	SHR	RKA03V0951
ECSOMOBILE51	LATITUDE 7214	SHR	D31RG92
ECSOMOBILE50	LATITUDE 7214	SHR	1Z2NG92
	LATITUDE 7275	SHR	3YDF3G2
ENVGBL5ZF2	LATITUDE E5570	HLT	GBL5ZF2
HLTHCAPHD	LATITUDE E5570	HLT	28KP2H2
OLDMOBILE21	GETAC V110	SHR	RK502V1549
OECSOMOBILE32	GETAC V110	SHR	RK203V0382
OECSOMOBILE8	GETAC V110	SHR	RK503V1552
OECSOMOBILE33	GETAC V110	SHR	RJB503V1069
OECSOMOBILE25	GETAC V110	SHR	RK503V1551
OECSOMOBILE48	LATITUDE 7214 RUGGED	SHR	5ZZNG92
ECSOTECH06	OPTIPLEX 7040	SHR	J78BCH2
OLDECSOTECH05	OPTIPLEX 990	SHR	7JR38V1
DTL6S82ZQ2	OPTIPLEX 3060	HLT	6S82ZQ2
	OPTIPLEX 7040	LSW	GQ2P1F2
ECRS3000	OPTIPLEX 5250 AIO	EMS	8LG4902
TAXVUPOL83	THINKCENTRE M910Z	TAX	MJ06NXT8
TAXGL41Q52	OPTIPLEX 7040	TAX	GL41Q52
	PRECISION 670	BOE?	F16ZJ91
	POWEREDGE R420	IT	9905SW1
	POWEREDGE T110 ii	IT	3G097Y1
	VOSTEO AIO	TAX	3MNSSL1
TRN4QYRMD2	OPTIPLEX 5040	DSS	4QYRMD2
TRN4QYSMD2	OPTIPLEX 5040	DSS	4QYSMD2
TRN4QZSMD2	OPTIPLEX 5040	DSS	4QZSMD2
TRN4R1TMD2	OPTIPLEX 5040	DSS	4R1TMD2
TRN4R7SMD2	OPTIPLEX 5040	DSS	4R7SMD2
TRN4RFTMD2	OPTIPLEX 5040	DSS	4RFTMD2
TRN4RMVMD2	OPTIPLEX 5040	DSS	4RMVMD2
TRN4RNSMD2	OPTIPLEX 5040	DSS	4RNSMD2
DSS4R6TMD2	OPTIPLEX 5040	DSS	4R6TMD2
DSS4R4VMD2T	OPTIPLEX 5040	DSS	4R4VMD2
	OPTIPLEX 5040	DSS	4RJTMD2

DSS4RFVMD2	OPTIPLEX 5040	DSS	4RFVMD2
DSS4RSRMD2T	OPTIPLEX 5040	DSS	4RSRMD2
DSS4RGTM2R	OPTIPLEX 5040	DSS	4RGTM2R
DSS4RSTMD2T	OPTIPLEX 5040	DSS	4RSTMD2
DSS4RQSMD2R	OPTIPLEX 5040	DSS	4RQSMD2
DSS4R3TMD2R	OPTIPLEX 5040	DSS	4R3TMD2
DSS4R3VMD2T	OPTIPLEX 5040	DSS	4R3VMD2
DSS4RFSMD2T	OPTIPLEX 5040	DSS	4RFSMD2

[illegible]

[illegible]

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *de*
Date: 9/26/2023
Re: 2022 Water Asset Management Plan



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

It is recommended that you approve the enclosed resolution and accompanying grant project ordinance as presented.

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of **\$307,255** to perform work detailed in the submitted application for the construction of **2022 Water Asset Management Plan**, and

WHEREAS, Edgecombe County intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF EDGECOMBE COUNTY:

That Edgecombe County does hereby accept the American Rescue Plan Grant offer of **\$307,255**.

That Edgecombe County does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Eric Evans, County Manager, the Authorized Official, and successors to titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 2nd day of October, 2023, at the Edgecombe County Board of Commissioners Meeting in Tarboro, North Carolina.

(Signature of Chief Executive Officer)

Leonard Wiggins, Chairman of the Edgecombe County Board of Commissioners
(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners of Edgecombe County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Edgecombe County Board of Commissioners duly held on the 5th day of September, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of September, 2023.

(Signature of Recording Officer)

Fran Mungo, Clerk to the Board
(Title of Recording Officer)

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 2022 Water Asset Management Plan 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:

Engineering Fees	<u>\$307,255</u>
TOTAL	\$307,255

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

NC DEQ – ARPA Funds	<u>\$307,255</u>
TOTAL	\$307,255

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 2nd day of October 2023

LEONARD WIGGINS, CHAIRMAN
EDGECOMBE COUNTY BOARD OF COMMISSIONERS

ATTEST:

FRANGIE MUNGO
CLERK TO THE BOARD

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

September 18, 2023

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

SUBJECT: Offer & Acceptance for American Rescue
Plan Funding
Edgecombe County
2022 Water Asset Management Plan
Project No. AIA-D-ARP-0042
UEID No. DYB5XFVEN8H3

Dear Mr. Evans:

Edgecombe County has been approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$307,255** for an Asset Inventory and Assessment (AIA) study. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds.

Enclosed are two (2) copies of an offer-and-acceptance document, extending ARP funding in the amount of \$307,255. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, via email at Pam.Whitley@deq.nc.gov, or via mail at Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
2. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein.
3. Sales Tax Certification, if applicable (attached).
4. ARPA Engineering Services Procurement Certification (attached).



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

5. One (1) copy of all executed service agreements and/or contracts.

All work associated with this project must be completed within 24 months of the date of this letter.

Once the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed. Additional information and template forms can be found on DWI's website under the "I Have Funding – Construction and Reimbursement" page. Reimbursement requests should be sent to Bob Taylor, your Viable Utility Unit Project Manager, at the address noted.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Bob Taylor at bob.taylor@deq.nc.gov or 919-707-3713.

Sincerely,

DocuSigned by:
Victor D'Amato
52CD62E8DA6B44F...
Victor A. D'Amato, PE
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)
Resolution by Applicant's Governing Body to Accept an Offer of Funding
Sales-Tax Certification Form
ARPA Engineering Services Procurement Certification
Reimbursement Request Form

CC: Eric Evans, County Manager, ericevans@edgecombeco.com
Will Larsen, The Wooten Company, wlarsen@thewootencompany.com
Jennifer House (via email)
DWI Administrative Unit (via email)
Bob Taylor (via email)
Matthew Rushing, EI (via email)
FILE: ARPA (Agreement Number 2000063119)



**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

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

Project Number: AIA-D-ARP-0042

Recipient's UEID#: DYB5XFVEN8H3

Drinking Water ☒ **Wastewater** ☐ **Both** ☐

Distressed ☒ **Not Distressed** ☐

Total Grant Offered

ARPA Training Grant

☐

ARPA Asset Inventory & Assessment Grant (AIA)

☒

\$ 307,255

ARPA Merger/Regionalization Feasibility Grant (MRF)

☐

Project Description:

2022 Water Asset Management Plan

Total Financial Assistance Offer:

\$ 307,255

**ARP-funded projects are exempt from both the grant fee and match requirements.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

DocuSigned by:

Victor D'Amato

Signed on behalf of Shadi Eskaf

9/18/2023

52CD62E8D7A8B44F...
Signature

Date

On Behalf of (Applicant):

Name of Representative in Resolution:

Edgecombe County

Title (Type or Print):

Eric Evans

County Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature

Date

STANDARD CONDITIONS FOR ARP GRANTS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S. Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Recipient shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants, and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARP-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt Recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARP that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

STANDARD ASSURANCES FOR AIA GRANTS

1. The Recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
2. The Recipient is responsible for paying for ineligible project costs as determined by the Division.
3. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
4. All ARP funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Recipient's compliance with the Standard Conditions and Assurances of this Award. The Recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute. Requests for reimbursement must be made using the Division's reimbursement form.
5. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. **The Recipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the Recipient is expected to uphold its contract obligations regarding timely payment.
6. The Recipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
7. The Recipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
8. The Recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
9. The Recipient must provide approved minutes or a resolution confirming the final report has been presented to the recipient's governing board.
10. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Assurance Nos. 7, 8, and 9. After receipt of this documentation, the final reimbursement request will be processed.

Acknowledgement of Standard Conditions and Assurances

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

SALES-TAX REIMBURSEMENT CERTIFICATION FORM
(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: Edgecombe County

Project Number: AIA-D-ARP-0042

☐ Check If Applicant is not a unit of government under North Carolina law

If the applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

☒ The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

☐ The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

☐ The construction contract was bid without sales taxes

Leonard Wiggins,
Chairman, Edgecombe County Board of Commissioners

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

10/02/2023

(Date)

Submit to: NC Dept. of Environment & Natural Resources
Division of Water Infrastructure
Pam Whitley, Project Management Branch
1633 Mail Service Center
Raleigh, NC 27699-1633



Edgecombe County

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

August 30, 2023

Bob Taylor
NC Department of Water Infrastructure
NC Department of Environmental Quality
512 N. Salisbury Street
Raleigh, North Carolina 27604

Ref: 2022 Water System AIA Study
Edgecombe County
Project No. AIA-D-ARP-0042

Mr. Taylor:

We are in receipt of the Letter of Intent to Fund from Shadi Eskaf dated August 17, 2022. There have been no known previously completed asset inventory assessments for the Edgecombe County water system. In accordance with that letter, we are providing the following anticipated scope of work for the County's Water AIA project.

Scope of Work:

- Identify and geolocate locations of all water distribution assets not currently mapped.
- In-field visual and equipment assisted inspections of:
 - Approximately 1,500 fire hydrants.
 - Five (5) elevated storage tanks.
 - Four (4) booster pump stations.
 - Two (2) chemical feed stations
- Creation of a hydraulic model.
- Provide bi-monthly updates to DWI.
- A complete Asset Management Plan (AMP), including a recommended 10-year Capital Improvement Plan, Operation and Maintenance manual, and a rate study for the County's water system will be developed. This plan will meet the requirements of the Water and Wastewater Utility Evaluation Guidance Document: Asset Inventory and Assessment, Capital Cost, and Operating Cost Analysis to the Priority Rating System Guidance.
- Apply all field-collected survey and condition assessment data into asset management software (ie Infraforce). This tool will be used by operations crews and administrative staff to quickly respond to any leaks or other emergencies, document field repairs, provide on-going condition assessment and to assist

Located on the Edge of Yesterday and Tomorrow



Edgecombe County

201 St. Andrew St., PO Box 10 Tarboro, NC 27886
252-641-7834 · Fax 252-641-0456

www.edgecombecounty.nc.gov

Eric Evans
County Manager
eric.evans@edgecombeco.com

in planning for future repairs and extensions. This software will contain accessible and manipulable GIS data for use from appropriate external sources and Town staff.

- Submit all draft and final deliverables to DWI prior to project closeout.

GIS data will be collected via in-field 3rd party personnel with assistance from County staff. This data will be reviewed and converted to a format that is easily accessible for the County. Data attributes will be noted for current conditions, signs of historical deficiencies, and a risk analysis for mitigation of future negative impacts.

Through this project and the VUR-AIA-W-ARP-0009 project Edgecombe County plans to subscribe to Infraforce, an asset management software hosted by Wooten Technologies, LLC. We believe that the program is a valuable tool to move the County utilities toward viability. The County plans to budget for annual renewal and subscription to the software after the grant is complete. Software delivered to the County will be provided in a format that can be updated and utilized with current County resources. Should the County decline to renew the contract, we have guarantees to have full ownership of the data inputs to the software and any outputs from the software made while having the subscription software.

The completion of the above scope will aid Edgecombe County, a distressed community, in determining the overall assets of the County and the current condition of these assets. This will in turn allow the County to develop future replacement and rehabilitation projects to increase the resiliency of the infrastructure. The scope above provides the County with the tools needed to address the challenges of system size and staff availability, aging infrastructure and above average utility rates and debt will provide the County staff with an abundance of information and resolution to address these challenges and resourcefully maintain the water system.

When draft and final data becomes available to the County, DWI will be copied and updated with the deliverables. DWI will also be updated with regular submittals of reimbursement request.

We believe that all work identified above can be completed within 18 months up receipt of authority to proceed from DEQ.

Milestone	Completion Date
Field Inspection (Elevated Tank Inspections, Fire Flow Testing, Etc)	January 2024
Rate Study	May 2024
AMP/CIP	June 2024
Asset Management Software	August 2024
Closeout AIA Project	September 2024

Located on the Edge of Yesterday and Tomorrow



Edgecombe County

201 St. Andrew St., PO Box 10 Tarboro, NC 27886
252-641-7834 · Fax 252-641-0456

www.edgecombecountync.gov

Eric Evans
County Manager
ricevans@edgecombeco.com

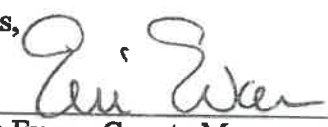
Below is an itemized cost of the scope of this Asset Inventory and Assessment.

Item	Project Component	Total Costs
Field Services		
1	Fire Hydrants	\$ 150,000.00
2	Booster Pump Stations	\$ 14,100.00
3	Chemical Feed Stations	\$ 5,530.00
4	Elevated Tanks	\$ 12,625.00
Field Services Subtotal:		\$ 182,255.00
Office Services		
5	Asset Management Plan with Capital Improvements Plan	\$ 17,500.00
6	AWWA Water Audit	\$ 7,500.00
7	Rate Study	\$ 30,000.00
8	Hydraulic Model	\$ 50,000.00
9	Grant Administration	\$ 5,000.00
Office Services Subtotal:		\$ 110,000.00
Software/Subscription Services		
10	Asset Management Software, Equipment, and Subscription	\$ 15,000.00
Software Services Subtotal:		\$ 15,000.00
DEQ Contribution:		\$ 307,255.00
Total:		\$ 307,255.00

We trust that this information is adequate. Should you have any questions or need additional information, please contact our office.

Best Regards,

By:


Eric Evans, County Manager

Located on the Edge of Yesterday and Tomorrow

FEDERAL ID & Unique Entity ID # REQUEST MEMO

TO: All Loan and Grant Recipients

SUBJECT: Federal Identification Number & Unique Entity ID

Please be advised that all local government units receiving grant or loan from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to:

Division of Water Infrastructure
1633 Mail Service Center
Raleigh, North Carolina 27699-1633

RECIPIENT:

Edgecombe County

PROJECT NUMBER:

AIA-D-ARP-0042

2022 Water Asset Management Plan

FEDERAL IDENTIFICATION NUMBER (All Programs):

56-6000298

UNIQUE ENTITY ID:

DYB5XFVEN8H3

NC DEQ Division of Water Infrastructure Professional Engineering Services Procurement

Section 602(b)(14) of the Clean Water Act requires projects receiving Clean Water State Revolving Fund funding to comply with engineering procurement guidelines. North Carolina Session Law 2021-180 authorizes the Division of Water Infrastructure (Division) to award grant funds from the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund for drinking water, wastewater, and stormwater infrastructure projects. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines.

To comply, you must follow North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. You cannot exempt yourself using NCGS 143-64.32. Complete and sign this form and provide the information indicated to ensure that engineering services for your project are eligible for reimbursement.

Applicant: Edgecombe County

Project Name: 2022 Water Asset Management Plan

Division Funding Number: AIA-D-ARP-0042

-
- 1) List the basic services being provided: (i.e., planning, design, inspection etc.)
Locate and survey locations of all water distribution assets not currently mapped. In-field visual and equipment assisted inspections of hydrants, storage tanks, booster stations and chemical feed stations. Creation of a hydraulic model.
 - 2) Describe the method of announcement for the project.
RFQ advertised on County Webpage and emailed copy sent to several engineering firms.
 - 3) List the firms the announcement was discussed with or that proposals were received from in order of quality.
1. The Wooten Company 2. S&ME 3. Appian Engineering
 - 4) Was a contract negotiated with the best qualified firm? ☒ Yes ☐ No (Check one)
If no, explain why.
Click or tap here to enter text.

NOTE: Documentation of Qualification-Based-Selection of Engineering Services shall be provided to the Division upon request (to include announcement and qualifications requested).

By signing below, I Eric Evans, County Manager, the Authorized Representative designated for this project in the project application, attest that the contract pricing, as seen in the attached contract(s), contains pricing that is fair and reasonable based on scope, complexity, professional nature, and the estimated value of the services being provided and the firm selected, was selected based on their qualifications.

(signed name, title and date)

(DWI staff use only – Check and initial here if debarment status checked and firm is NOT debarred ☐ _____)

<p>Clean Water Act, Section 602(b)(14)</p>	<p>(14) a contract to be carried out using funds directly made available by a capitalization grant under this title for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services <u>shall be negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement (as determined by the Governor of the State).</u></p> <p>From: water resources reform and development act guidance.pdf (epa.gov) <i>The requirements of 40 U.S.C. 1101 et seq. are:</i></p> <ul style="list-style-type: none"> • <i>Public announcement of the solicitation (e.g., a Request for Qualifications);</i> • <i>Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation); o Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);</i> • <i>Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;</i> • <i>Selection of at least three firms considered to be the most highly qualified to provide the services required; and</i> • <i>Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;</i> <ul style="list-style-type: none"> ▪ <i>In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.</i>
<p>Uniform Guidance 2 CFR 200.319(b)</p>	<p>Competition.</p> <p>The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.</p>
<p>NC General Statute 143-64.31</p>	<p>Procurement of Architectural, Engineering, and Surveying Services (NC “Mini-Brooks”)</p> <p>...It is the public policy of this State... and Local Governmental Units..., to announce all requirements for architectural, engineering, surveying, construction management at risk services, design-build services,..., to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm. ...</p>

NC General Statute 143-64.32	<p>NOTE: CWSRF and ARPA funding: NCGS 143-64.32 cannot be used to exempt a local government unit from abiding by NCGS 143-63.31. This is because there is no minimum dollar exemption allowed in the Federal Brooks Act, the Clean Water Act Section 602(b)(14), or 2 CFR 200.319.</p> <p>Written exemption of particular contracts.</p> <p>Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000). (1987, c. 102, s. 2; 2013-401, s. 2.)</p>
21 NCAC 56.0701(f)	<p>SECTION .0700 – RULES OF PROFESSIONAL CONDUCT, adopted in accordance with NC General Statute 89C-20 (Board Rules for Professional Engineers, etc.)</p> <p>(f) A licensee shall solicit or accept work only on the basis of qualifications and:</p> <ol style="list-style-type: none"> (1) Shall not offer to pay, either directly or indirectly, any commission, political contribution, gift, or other consideration in order to secure work, exclusive of securing salaried positions through employment agencies; (2) Shall compete for employment on the basis of professional qualification and competence to perform the work. The licensee shall not solicit or submit proposals for professional services containing a false, fraudulent, misleading, deceptive or unfair statement or claim regarding the cost, quality or extent of services to be rendered; (3) Shall, with regard to fee bidding on public projects, comply with the provisions of G.S. 143-64.31 et seq., (or for federal projects, the Brooks Act, 40 U.S. Code 541 et seq.) and shall not knowingly cooperate in a violation of any provision of G.S. 143-64.31 et seq. (or of 40 U.S. Code 541 et seq.); <p>...</p>

Bid & Proposal Opportunities

Bidding Opportunities

Current Bid Opportunities

Contact

Kim Myers,
Purchasing Manager
(252) 641-7839

For questions about bid opportunities, contact Kim Myers, Purchasing Manager at (252) 641-7839

Request for Qualifications for Engineering Services for Edgecombe County Water and Sewer

Edgecombe County is soliciting proposals from qualified engineers to for the design and construction management of the projects described in the RFQ. Responses are due Wednesday October 12, 2022 at 5:00 pm.

Click here for the complete [Request for Proposals](#).

Request for Bids for Painting & Repair Work for the Sheriff's Office and Detention Center.

Edgecombe County is seeking bids from qualified contractors to perform painting and repair work necessary to paint the Edgecombe County Sheriff's Office and Detention Center, located at 3005 Anaconda rd, Tarboro, NC 27886. Bids will be opened Friday October 7th, 2022 at 10:00am. No bids will be accepted after this time. A Mandatory Pre-Bid Meeting will be held on Thursday September 22nd, 2022 at 10:00 am on site at the Sheriff's Office located at 3005 Anaconda Rd. Tarboro NC 27886.

Click here for the complete [Request for Bids](#)

All questions and/or comments shall be submitted in writing, no later than Tuesday September 27th, 2022 by 10:00am to: george.liverman@edgecombeco.com

Notice to Interested Contractors

Licensed contractors interested in being considered for our bidder's list for housing rehab programs must complete



**Edgecombe County
Request for Qualifications (RFQ)
Engineering Services for
Edgecombe County Water & Sewer**

RFQ # 03-22 ECWS

Issue Date: September 21, 2022

Response Deadline: October 12, 2022

**Edgecombe County
Assistant County Manager
County Administration Building – Room 428
201 St. Andrew St. – PO Box 10
Tarboro, NC 27886**



**EDECOMBE COUNTY REQUEST FOR QUALIFICATIONS
ENGINEERING SERVICES FOR THE
DESIGN & CONSTRUCTION MANAGEMENT OF VARYING PROJECTS FOR
EDGECOMBE COUNTY WATER & SEWER**

GENERAL

Edgecombe County is soliciting proposals from qualified engineers, interested in providing engineering services for the purposes of designing and construction management of varying water & sewer projects throughout Edgecombe County. Edgecombe County will follow a Qualifications Based Selection process as required by North Carolina General Statutes. A team of Edgecombe County staff members will select the most qualified firm to negotiate a contract for services. This Request for Qualifications (RFQ) provides complete information on the services being sought, the submittal requirements and timeline.

PROJECTS

- 1. Asset Inventory Assessment – Water System**
 - a. Perform a detailed assessment of the water system to help Edgecombe County plan for future Capital Projects.**
- 2. Asset Inventory Assessment – Wastewater System**
 - a. Perform a detailed assessment of the wastewater system to help Edgecombe County plan for future Capital Projects.**

PROJECT SCHEDULE

The project will follow the following schedule:

September 21, 2022	Advertisement of RFQ for Engineering Services
October 5, 2022	Deadline for submission of questions
October 12, 2022	RFQ responses due by 5:00 PM local time
October 19, 2022	Firm selection / Contract Negotiations
November 7, 2022	Contract Award (Commissioners Meeting)

SUBMITAL

Sealed proposals must be received no later than **October 12, 2022 at 5:00 PM**. Submit three (3) copies of proposals in a mailing container or envelope that is plainly marked on the outside with **“EDGECOMBE COUNTY WATER & SEWER”**. The County is not responsible for delays in the delivery of proposals. We will not open any responses received later than the date and time stated above. Emailed or faxed bids will not be accepted. Proposals are to be delivered to:

Mailing Address:

Edgecombe County
Attn: Michael Matthews, Assistant County Manager
PO Box 10
Tarboro, NC 27886.

Physical Address:

Edgecombe County Administration Building
Michael Matthews, Assistant County Manager
County Attorney's Office – Suite 428
201 St. Andrew Street
Tarboro, NC 27886.

Questions about the RFQ are to be submitted in writing, electronically to Michael Matthews at michaelmatthews@edgecombeco.com or by written correspondence, Attn: Mr. Michael Matthews, Assistant County Manager. Questions must be received by October 5, 2022. Responses to the questions will be posted on the County's website at: www.edgecombecountync.gov/bid_opportunities.

Proposals shall not be considered confidential, and no information contained therein shall be treated by the County as either confidential, proprietary, or trade secret information. The contents of the proposals shall be considered public records of the County. Any firm submitting a proposal hereunder further acknowledges and agrees that the County is a public entity, which is required to abide by laws governing public records and shall not be liable for disclosures required by law. All materials submitted in response to this RFQ shall become the property of the County upon delivery to the address set forth above. This RFQ does not obligate Edgecombe County to pay any costs incurred by respondents in the preparation and submission of a proposal. This RFQ does not obligate Edgecombe County to accept or contract for any expressed or implied services. The successful firm must assure that services performed meet all current industry standards, follow best practices, and comply with all applicable laws and regulations.

Edgecombe County invites and encourages participation in the procurement process by businesses owned by minorities, women and disabled business enterprises. Edgecombe County reserves the right to reject any and all proposals and to terminate this RFQ at any time.

REQUIRED PROPOSAL DOCUMENTS

Cover Letter

Firms shall provide a cover letter that describes their interest in working with the County on this project. It should also include the following:

- Firm name, address, contact information, and point of contact;
- A summary of the contents of the proposal; and
- Tax ID number or Federal Employer I.D. Number

Proposal Format

Included in its proposal, a firm must provide the following information to the County, and shall guarantee the accuracy of such information by signature of its authorized representative:

1. **Qualifications:** Describe your firm's qualifications to perform the services requested. Include a list of your team that will be assigned to this project and each member's qualifications. Also describe your current workload as far as to show your firm's ability to meet the time demands of this project.
2. **Experience:** Provide a detailed description of your firm's work on similar projects. Provide supporting information including pictures, locations and costs. If applicable, describe your familiarity with Edgecombe County.
3. **Approach:** Describe the approach your firm will take to provide the services requested and to meet the ultimate goal of having projects completed by 4th quarter 2026.
4. **Reference:** Provide references (min 3-max 5) from completed projects that are comparable in size and scope. Include the project type, project budget, contact person, and contact information.

Evaluation Criteria:

After the submission of the RFQ responses, firms may be requested to participate in an interview. Each response will be evaluated and ranked on the criteria set forth below. The criteria will be weighted as noted below in determining the award. After the evaluation, the County will identify the firm that can provide the greatest overall benefit to the project. Should the firm with the highest score decline the offer, the firm with the second highest score will be extended the opportunity to provide services.

Scoring Criteria (100 Points)

1. 50 points – Qualifications and Experience
2. 30 points – Project Approach
3. 20 points – Successful completion of comparable projects

Any proposal submitted without the expressed requirements of this RFQ, or submitted after the deadline will be rejected. The County will review submitted proposals and select the highest ranked and most qualified firm. The County reserves the right to disqualify any firm on the basis of any real or apparent conflict of interest, openly disclosed or otherwise. Once selected, the County will negotiate with the firm a fee schedule and a not-to-exceed contract amount. All expenses associated with response to this RFQ are the responsibility of the responder.

ATTACHMENT #12

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 9/26/2023
Re: 2022 VUR Sewer System AIA Study



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

It is recommended that you approve the enclosed resolution and accompanying grant project ordinance as presented.

RESOLUTION BY GOVERNING BODY OF RECIPIENT

- WHEREAS,** the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and
- WHEREAS,** the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of **\$561,000** to perform work detailed in the submitted application for the construction of **2022 VUR Sewer System AIA Study**, and
- WHEREAS,** Edgecombe County intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF EDGECOMBE COUNTY:

That Edgecombe County does hereby accept the American Rescue Plan Grant offer of **\$561,000**.

That Edgecombe County does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Eric Evans, County Manager, the Authorized Official, and successors to titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 2nd day of October, 2023, at the Edgecombe County Board of Commissioners Meeting in Tarboro, North Carolina.

(Signature of Chief Executive Officer)

Leonard Wiggins, Chairman of the Edgecombe County Board of Commissioners
(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners of Edgecombe County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Edgecombe County Board of Commissioners duly held on the 5th day of September, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of September, 2023.

(Signature of Recording Officer)

Fran Mungo, Clerk to the Board
(Title of Recording Officer)

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 2022 VUR Sewer System AIA Study 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:

Engineering Fees	<u>\$561,000</u>
TOTAL	\$561,000

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

NC DEQ – ARPA Funds	<u>\$561,000</u>
TOTAL	\$561,000

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 2nd day of October 2023

LEONARD WIGGINS, CHAIRMAN
EDGECOMBE COUNTY BOARD OF COMMISSIONERS

ATTEST:

FRANGIE MUNGO
CLERK TO THE BOARD

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

September 18, 2023

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

SUBJECT: Offer & Acceptance for American Rescue
Plan Funding
Edgecombe County
2022 VUR Sewer System AIA Study
Project No. VUR-AIA-W-ARP-0009
UEID No. DYB5XFVEN8H3

Dear Mr. Evans:

Edgecombe County has been approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$561,000** for an Asset Inventory and Assessment (AIA) study. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds.

Enclosed are two (2) copies of an offer-and-acceptance document, extending ARP-VUR funding in the amount of \$561,000. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, via email at Pam.Whitley@deq.nc.gov, or via mail at Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP-VUR Projects. **Please retain the second copy for your files.**
2. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein.
3. Sales Tax Certification, if applicable (attached).
4. ARPA Engineering Services Procurement Certification (attached).



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

5. One (1) copy of all executed service agreements and/or contracts.

All work associated with this project must be completed within 24 months of the date of this letter.

Once the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed. Additional information and template forms can be found on DWI's website under the "I Have Funding – Construction and Reimbursement" page. Reimbursement requests should be sent to Bob Taylor, your Viable Utility Unit Project Manager, at the address noted.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP-VUR funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Bob Taylor at bob.taylor@deq.nc.gov or 919-707-3713.

Sincerely,

DocuSigned by:
Victor D'Amato
52CD62E9DA6B44F...
Victor A. D'Amato, PE
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)
Resolution by Applicant's Governing Body to Accept an Offer of Funding
Sales-Tax Certification Form
ARPA Engineering Services Procurement Certification
Reimbursement Request Form

CC: Eric Evans, County Manager, ericevans@edgecombeco.com
Will Larsen, The Wooten Company, wlarsen@thewootencompany.com
Jennifer House (via email)
DWI Administrative Unit (via email)
Bob Taylor (via email)
Matthew Rushing, EI (via email)
FILE: ARPA (Agreement Number 2000064009)



**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient
Edgecombe County
P.O. Box 10
Tarboro, NC 27886

Project Number: VUR-AIA-W-ARP-0009

Recipient's UEID#: DYB5XFVEN8H3

Drinking Water <input type="checkbox"/>	Wastewater <input checked="" type="checkbox"/>	Both <input type="checkbox"/>	Total Grant Offered
Distressed <input checked="" type="checkbox"/>	Not Distressed <input type="checkbox"/>		
ARPA Training Grant <input type="checkbox"/>			
ARPA-VUR Asset Inventory & Assessment Grant (AIA) <input checked="" type="checkbox"/>			\$ 561,000
ARPA Merger/Regionalization Feasibility Grant (MRF) <input type="checkbox"/>			

Project Description:

2022 VUR Sewer System AIA Study

Total Financial Assistance Offer:

\$ 561,000

**ARP-funded projects are exempt from both the grant fee and match requirements.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

<small>DocuSigned by:</small> Victor D'Amato <small>62CD62E9DA8B4AF...</small>	signed on behalf of Shadi Eskaf	9/18/2023
Signature		Date

On Behalf of (Applicant):

Name of Representative in Resolution:

Edgecombe County

Title (Type or Print):

Eric Evans

County Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

..... Signature Date
---------------------------	----------------------

STANDARD CONDITIONS FOR ARP GRANTS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Recipient shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants, and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARP-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt Recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARP that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

STANDARD ASSURANCES FOR VUR AIA GRANTS

1. The Recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
2. The Recipient is responsible for paying for ineligible project costs as determined by the Division.
3. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
4. All ARP funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Recipient's compliance with the Standard Conditions and Assurances of this Award. The Recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute. Requests for reimbursement must be made using the Division's reimbursement form.
5. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. **The Recipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the Recipient is expected to uphold its contract obligations regarding timely payment.
6. The Recipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
7. The Recipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
8. The Recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
9. The Recipient must provide approved minutes or a resolution confirming the final report has been presented to the recipient's governing board.
10. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Assurance Nos. 7, 8, and 9. After receipt of this documentation, the final reimbursement request will be processed.

Acknowledgement of Standard Conditions and Assurances

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

SALES-TAX REIMBURSEMENT CERTIFICATION FORM

(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: Edgecombe County

Project Number: VUR-AIA-W-ARP-0009

☐ Check If Applicant is not a unit of government under North Carolina law

If the applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

☒ The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

☐ The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

☐ The construction contract was bid without sales taxes

Leonard Wiggins,
Chairman, Edgecombe County Board of Commissioners

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

10/02/2023

(Date)

Submit to: NC Dept. of Environment & Natural Resources
Division of Water Infrastructure
Pam Whitley, Project Management Branch
1633 Mail Service Center
Raleigh, NC 27699-1633



Edgecombe County

201 St. Andrew St., PO Box 10-Tarboro, NC 27886
252-641-7834 · Fax 252-641-0456

www.edgecombecountync.gov

Eric Evans
County Manager
eeceevans@edgecombeco.com

August 30, 2023

Bob Taylor
NC Department of Water Infrastructure
NC Department of Environmental Quality
512 N. Salisbury Street
Raleigh, North Carolina 27604

Ref: VUR Wastewater System AIA Study
Edgecombe County
Project No. VUR-AIA-W-ARP-0009

Mr. Taylor:

We are in receipt of the Letter of Intent to Fund from Shadi Eskaf dated August 17, 2022. There have been no known previously completed asset inventory assessments for the Edgecombe County wastewater system. In accordance with that letter, we are providing the following anticipated scope of work for the County's Wastewater AIA project.

Scope of Work:

- Identify and geolocate locations of all sanitary sewer assets not currently mapped.
- Smoke testing of approximately 134,300 LF of sanitary sewer mains.
- CCTV inspection of approximately 134,300 LF of select sanitary sewer lines.
- Inspection and assessment of 535 sanitary sewer manholes and 50 air release manholes.
- Inspection and assessment of 20 sanitary sewer pump stations.
- Creation of a hydraulic model.
- An Asset Management Plan (AMP) including the recommended 10-year Capital Improvements Plan (CIP) for the County's sanitary sewer system will be developed. This plan will meet the requirements of the Water and Wastewater Utility Evaluation Guidance Document: Asset Inventory and Assessment, Capital Cost, and Operating Cost Analysis to the Priority Rating System Guidance.
- Sewer Utility Rate Study.
- Provide Bi-Monthly updates to DWI.
- Apply all field-collected survey and condition assessment data into asset management software (ie Infraforce). This tool will be used by operations crews and administrative staff to quickly respond to any leaks or other emergencies, document field repairs, provide on-going condition assessment and to assist in planning for future repairs and extensions. This software will contain accessible and manipulable GIS data for use from appropriate external sources and County staff.

Located on the Edge of Yesterday and Tomorrow



Edgecombe County

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

- Submit all required deliverables to DEQ prior to project closeout.

GIS data will be collected via in-field 3rd party personnel with assistance from County staff. This data will be reviewed and converted to a format that is easily accessible for the County. Data attributes will be noted for current conditions, signs of historical deficiencies, and a risk analysis for mitigation of future negative impacts.

Edgecombe County plans to subscribe to Infraforce, an asset management software hosted by Wooten Technologies, LLC. We believe that the program is a valuable tool to move the County utilities toward viability. The County plans to budget for annual renewal and subscription to the software after the grant is complete. Software delivered to the County will be provided in a format that can be updated and utilized with current County resources. Should the County decline to renew the contract, we have guarantees to have full ownership of the data inputs to the software and any outputs from the software made while having the subscription software.

The completion of the above scope will aid Edgecombe County, a distressed community, in determining the overall assets of the County and the current condition of these assets. This will in turn allow the County to develop future replacement and rehabilitation projects to increase the resiliency of the infrastructure. The scope above provides the County with the tools needed to address the challenges of system size and staff availability, aging infrastructure and above average utility rates and debt will provide the County staff with an abundance of information and resolution to address these challenges and resourcefully maintain the wastewater system.

When draft and final data becomes available to the County, DWI will be copied and updated with the deliverables. DWI will also be updated with regular submittals of reimbursement request.

We believe that all work identified above can be completed within 18 months up receipt of authority to proceed from DEQ.

Milestone	Completion Date
Field Inspection (Smoke Testing, PS Inspections, Etc)	February 2024
Rate Study	May 2024
AMP/CIP	June 2024
Asset Management Software	August 2024
Closeout AIA Project	September 2024

Located on the Edge of Yesterday and Tomorrow



Edgecombe County

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Eric Evans
County Manager
eric.evans@edgecombeco.com

Below is an itemized cost of the scope of this Asset Inventory and Assessment.

Item	Project Component	Total Costs
Field Services		
1	Smoke Testing	\$ 26,800.00
2	CCTV Inspection	\$ 335,700.00
3	Manhole Inspections/Assessment	\$ 53,500.00
4	Air Release Manhole Inspections/Assessments	\$ 5,000.00
5	Pump Station Inspections/Assessments	\$ 10,000.00
Field Services Subtotal:		\$ 431,000.00
Office Services		
6	Asset Management Plan with Capital Improvements Plan/SSES	\$ 40,000.00
7	Rate Study	\$ 30,000.00
8	Hydraulic Model	\$ 50,000.00
9	Grant Administration	\$ 5,000.00
Office Services Subtotal:		\$ 115,000.00
Software/Subscription Services		
10	Asset Management Software, Equipment, and Subscription	\$ 15,000.00
Software Services Subtotal:		\$ 15,000.00
DEQ Contribution:		\$ 561,000.00
Total:		\$ 561,000.00

We trust that this information is adequate. Should you have any questions or need additional information, please contact our office.

Best Regards,

By: 
Eric Evans, County Manager

Located on the Edge of Yesterday and Tomorrow

FEDERAL ID & Unique Entity ID # REQUEST MEMO

TO: All Loan and Grant Recipients

SUBJECT: Federal Identification Number & Unique Entity ID

Please be advised that all local government units receiving grant or loan from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to:

Division of Water Infrastructure
1633 Mail Service Center
Raleigh, North Carolina 27699-1633

RECIPIENT:

Edgecombe County

PROJECT NUMBER:

VUR-AIA-W-ARP-0009

2022 VUR Sewer System AIA Study

FEDERAL IDENTIFICATION NUMBER (All Programs):

56-6000298

UNIQUE ENTITY ID:

DYB5XFVEN8H3

NC DEQ Division of Water Infrastructure Professional Engineering Services Procurement

Section 602(b)(14) of the Clean Water Act requires projects receiving Clean Water State Revolving Fund funding to comply with engineering procurement guidelines. North Carolina Session Law 2021-180 authorizes the Division of Water Infrastructure (Division) to award grant funds from the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund for drinking water, wastewater, and stormwater infrastructure projects. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines.

To comply, you must follow North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. You cannot exempt yourself using NCGS 143-64.32. Complete and sign this form and provide the information indicated to ensure that engineering services for your project are eligible for reimbursement.

Applicant: Edgecombe County

Project Name: 2022 VUR Sewer System AIA Study

Division Funding Number: VUR-AIA-W-ARP-0009

-
- 1) List the basic services being provided: (i.e., planning, design, inspection etc.)
Identify and locate sanitary sewer that is not currently mapped. Smoke testing, CCTV inspection of ~134,300 LF of sanitary sewer. Create a hydraulic model.
 - 2) Describe the method of announcement for the project.
RFQ advertised on County Webpage and emailed copy sent to several engineering firms.
 - 3) List the firms the announcement was discussed with or that proposals were received from in order of quality.
1. The Wooten Company 2. S&ME 3. Appian Engineering
 - 4) Was a contract negotiated with the best qualified firm? ☒ Yes ☐ No (Check one)
If no, explain why.
Click or tap here to enter text.

NOTE: Documentation of Qualification-Based-Selection of Engineering Services shall be provided to the Division upon request (to include announcement and qualifications requested).

By signing below, I Eric Evans, County Manager, the Authorized Representative designated for this project in the project application, attest that the contract pricing, as seen in the attached contract(s), contains pricing that is fair and reasonable based on scope, complexity, professional nature, and the estimated value of the services being provided and the firm selected, was selected based on their qualifications.

(signed name, title and date)

(DWI staff use only – Check and initial here if debarment status checked and firm is NOT debarred ☐ _____)

<p>Clean Water Act, Section 602(b)(14)</p>	<p>(14) a contract to be carried out using funds directly made available by a capitalization grant under this title for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services shall be <u>negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement (as determined by the Governor of the State).</u></p> <p>From: water resources reform and development act guidance.pdf (epa.gov) <i>The requirements of 40 U.S.C. 1101 et seq. are:</i></p> <ul style="list-style-type: none"> • <i>Public announcement of the solicitation (e.g., a Request for Qualifications);</i> • <i>Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation); o Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);</i> • <i>Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;</i> • <i>Selection of at least three firms considered to be the most highly qualified to provide the services required; and</i> • <i>Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;</i> <ul style="list-style-type: none"> ▪ <i>In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.</i>
<p>Uniform Guidance 2 CFR 200.319(b)</p>	<p>Competition.</p> <p>The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.</p>
<p>NC General Statute 143-64.31</p>	<p>Procurement of Architectural, Engineering, and Surveying Services (NC “Mini-Brooks”)</p> <p>...It is the public policy of this State... and Local Governmental Units..., to announce all requirements for architectural, engineering, surveying, construction management at risk services, design-build services,..., to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm. ...</p>

<p>NC General Statute 143-64.32</p>	<p>NOTE: CWSRF and ARPA funding: NCGS 143-64.32 cannot be used to exempt a local government unit from abiding by NCGS 143-63.31. This is because there is no minimum dollar exemption allowed in the Federal Brooks Act, the Clean Water Act Section 602(b)(14), or 2 CFR 200.319.</p> <p>Written exemption of particular contracts.</p> <p>Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000). (1987, c. 102, s. 2; 2013-401, s. 2.)</p>
<p>21 NCAC 56.0701(f)</p>	<p>SECTION .0700 – RULES OF PROFESSIONAL CONDUCT, adopted in accordance with NC General Statute 89C-20 (Board Rules for Professional Engineers, etc.)</p> <p>(f) A licensee shall solicit or accept work only on the basis of qualifications and:</p> <ul style="list-style-type: none"> (1) Shall not offer to pay, either directly or indirectly, any commission, political contribution, gift, or other consideration in order to secure work, exclusive of securing salaried positions through employment agencies; (2) Shall compete for employment on the basis of professional qualification and competence to perform the work. The licensee shall not solicit or submit proposals for professional services containing a false, fraudulent, misleading, deceptive or unfair statement or claim regarding the cost, quality or extent of services to be rendered; (3) Shall, with regard to fee bidding on public projects, comply with the provisions of G.S. 143-64.31 et seq., (or for federal projects, the Brooks Act, 40 U.S. Code 541 et seq.) and shall not knowingly cooperate in a violation of any provision of G.S. 143-64.31 et seq. (or of 40 U.S. Code 541 et seq.); <p>...</p>



Bid & Proposal Opportunities

Bidding Opportunities

Current Bid Opportunities

For questions about bid opportunities, contact Kim Myers, Purchasing Manager at (252) 641-7839

Request for Qualifications for Engineering Services for Edgecombe County Water and Sewer

Edgecombe County is soliciting proposals from qualified engineers to for the design and construction management of the projects described in the RFQ. Responses are due Wednesday October 12, 2022 at 5:00 pm.

Click here for the complete [Request for Proposals](#).

Request for Bids for Painting & Repair Work for the Sheriff's Office and Detention Center.

Edgecombe County is seeking bids from qualified contractors to perform painting and repair work necessary to paint the Edgecombe County Sheriff's Office and Detention Center, located at 3005 Anaconda rd. Tarboro, NC 27886. Bids will be opened Friday October 7th, 2022 at 10:00am. No bids will be accepted after this time. A Mandatory Pre-Bid Meeting will be held on Thursday September 22nd, 2022 at 10:00 am on site at the Sheriff's Office located at 3005 Anaconda Rd. Tarboro NC 27886.

Click here for the complete [Request for Bids](#)

All questions and/or comments shall be submitted in writing, no later than Tuesday, September 27th, 2022 by 10:00am to: georgeilverman@edgecombeco.com

Notice to Interested Contractors

Licensed contractors interested in being considered for our bidder's list for housing rehab programs must complete

Contact

Kim Myers,
Purchasing Manager
(252) 641-7839





**Edgecombe County
Request for Qualifications (RFQ)
Engineering Services for
Edgecombe County Water & Sewer**

RFQ # 03-22 ECWS

Issue Date: September 21, 2022

Response Deadline: October 12, 2022

**Edgecombe County
Assistant County Manager
County Administration Building – Room 428
201 St. Andrew St. – PO Box 10
Tarboro, NC 27886**



**EDECOMBE COUNTY REQUEST FOR QUALIFICATIONS
ENGINEERING SERVICES FOR THE
DESIGN & CONSTRUCTION MANAGEMENT OF VARYING PROJECTS FOR
EDECOMBE COUNTY WATER & SEWER**

GENERAL

Edgecombe County is soliciting proposals from qualified engineers, interested in providing engineering services for the purposes of designing and construction management of varying water & sewer projects throughout Edgecombe County. Edgecombe County will follow a Qualifications Based Selection process as required by North Carolina General Statutes. A team of Edgecombe County staff members will select the most qualified firm to negotiate a contract for services. This Request for Qualifications (RFQ) provides complete information on the services being sought, the submittal requirements and timeline.

PROJECTS

1. **Asset Inventory Assessment – Water System**
 - a. Perform a detailed assessment of the water system to help Edgecombe County plan for future Capital Projects.
2. **Asset Inventory Assessment – Wastewater System**
 - a. Perform a detailed assessment of the wastewater system to help Edgecombe County plan for future Capital Projects.

PROJECT SCHEDULE

The project will follow the following schedule:

September 21, 2022	Advertisement of RFQ for Engineering Services
October 5, 2022	Deadline for submission of questions
October 12, 2022	RFQ responses due by 5:00 PM local time
October 19, 2022	Firm selection / Contract Negotiations
November 7, 2022	Contract Award (Commissioners Meeting)

SUBMITAL

Sealed proposals must be received no later than **October 12, 2022 at 5:00 PM**. Submit three (3) copies of proposals in a mailing container or envelope that is plainly marked on the outside with **"EDGECOMBE COUNTY WATER & SEWER"**. The County is not responsible for delays in the delivery of proposals. We will not open any responses received later than the date and time stated above. Emailed or faxed bids will not be accepted. Proposals are to be delivered to:

Mailing Address:

Edgecombe County
Attn: Michael Matthews, Assistant County Manager
PO Box 10
Tarboro, NC 27886.

Physical Address:

Edgecombe County Administration Building
Michael Matthews, Assistant County Manager
County Attorney's Office – Suite 428
201 St. Andrew Street
Tarboro, NC 27886.

Questions about the RFQ are to be submitted in writing, electronically to Michael Matthews at michaelmatthews@edgecombeco.com or by written correspondence, Attn: Mr. Michael Matthews, Assistant County Manager. Questions must be received by October 5, 2022. Responses to the questions will be posted on the County's website at: www.edgecombecountync.gov/bid_opportunities.

Proposals shall not be considered confidential, and no information contained therein shall be treated by the County as either confidential, proprietary, or trade secret information. The contents of the proposals shall be considered public records of the County. Any firm submitting a proposal hereunder further acknowledges and agrees that the County is a public entity, which is required to abide by laws governing public records and shall not be liable for disclosures required by law. All materials submitted in response to this RFQ shall become the property of the County upon delivery to the address set forth above. This RFQ does not obligate Edgecombe County to pay any costs incurred by respondents in the preparation and submission of a proposal. This RFQ does not obligate Edgecombe County to accept or contract for any expressed or implied services. The successful firm must assure that services performed meet all current industry standards, follow best practices, and comply with all applicable laws and regulations.

Edgecombe County invites and encourages participation in the procurement process by businesses owned by minorities, women and disabled business enterprises. Edgecombe County reserves the right to reject any and all proposals and to terminate this RFQ at any time.

REQUIRED PROPOSAL DOCUMENTS

Cover Letter

Firms shall provide a cover letter that describes their interest in working with the County on this project. It should also include the following:

- Firm name, address, contact information, and point of contact;
- A summary of the contents of the proposal; and
- Tax ID number or Federal Employer I.D. Number

Proposal Format

Included in its proposal, a firm must provide the following information to the County, and shall guarantee the accuracy of such information by signature of its authorized representative:

1. **Qualifications:** Describe your firm's qualifications to perform the services requested. Include a list of your team that will be assigned to this project and each member's qualifications. Also describe your current workload as far as to show your firm's ability to meet the time demands of this project.
2. **Experience:** Provide a detailed description of your firm's work on similar projects. Provide supporting information including pictures, locations and costs. If applicable, describe your familiarity with Edgecombe County.
3. **Approach:** Describe the approach your firm will take to provide the services requested and to meet the ultimate goal of having projects completed by 4th quarter 2026.
4. **Reference:** Provide references (min 3-max 5) from completed projects that are comparable in size and scope. Include the project type, project budget, contact person, and contact information.

Evaluation Criteria:

After the submission of the RFQ responses, firms may be requested to participate in an interview. Each response will be evaluated and ranked on the criteria set forth below. The criteria will be weighted as noted below in determining the award. After the evaluation, the County will identify the firm that can provide the greatest overall benefit to the project. Should the firm with the highest score decline the offer, the firm with the second highest score will be extended the opportunity to provide services.

Scoring Criteria (100 Points)

1. 50 points – Qualifications and Experience
2. 30 points – Project Approach
3. 20 points – Successful completion of comparable projects

Any proposal submitted without the expressed requirements of this RFQ, or submitted after the deadline will be rejected. The County will review submitted proposals and select the highest ranked and most qualified firm. The County reserves the right to disqualify any firm on the basis of any real or apparent conflict of interest, openly disclosed or otherwise. Once selected, the County will negotiate with the firm a fee schedule and a not-to-exceed contract amount. All expenses associated with response to this RFQ are the responsibility of the responder.

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager *EE*
Date: 9/29/23
Re: Call for Public Hearing for Special Use Permit



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

I recommend that you call for a public hearing to be held at your November meeting.

APPLICATION FOR A SPECIAL USE PERMIT
County of Edgecombe



Staff Use Only

Date: 8-24-23
Case No. 23-SUP03

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

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

Zoning District: AR-30

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

Excavation of sand, clay, and other earthen materials on ± 187.30 acres for the use on Barnhill Contracting projects.

Sand pit will be ± 32 acres in size total in 2 separate areas, divided by a drainage ditch on the farm.

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

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

Applicant: Barnhill Contracting Company

Mailing Address: PO Box 7948 Rocky Mount, NC 27804

Phone No. 252-823-1021

Email: jproctor@barnhillcontracting.com

Signature: [Signature]

Date: 8-25-23

Owner(s): Quincy Farms FLP

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

Phone No. _____

Email: bthquincy@gmail.com

Signature: [Signature]

Date: 8-24-23

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



Revised 6-30-21

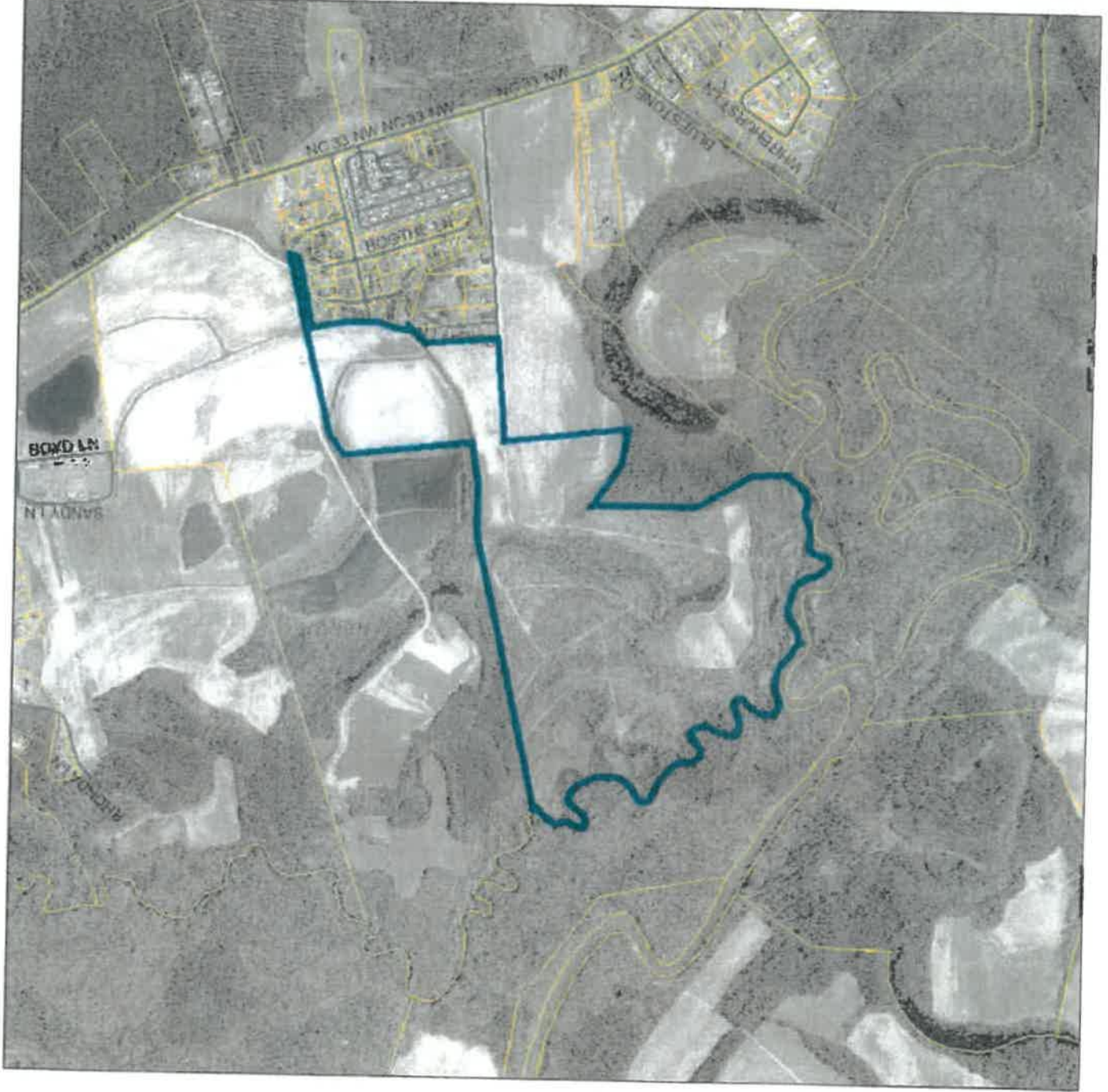
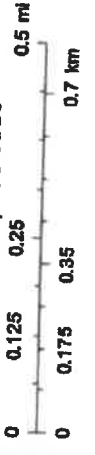
PIN: 482004630200
OWNER: QUINCY FARMS FLP
ADDRESS: 3016 HARTS MILL RUN F
CITY: TARBORO
STATE: NC
ZIP: 27886
LOCATION: OFF ELLIS LN
PROPERTY DESCRIPTION:
TAYLOR LD
DEED DATE: 4/24/2014
SALE PRICE: 305000
DEED LOC: 1614/0060
ACCOUNT: 183416
ACREAGE: 187.3
LAND VALUE: 173719
BLDG VAL: 0
NET VALUE: 82048
DEFERRED: 91671
SUBDIVISION:
TAX CODES: F10
ZONING:



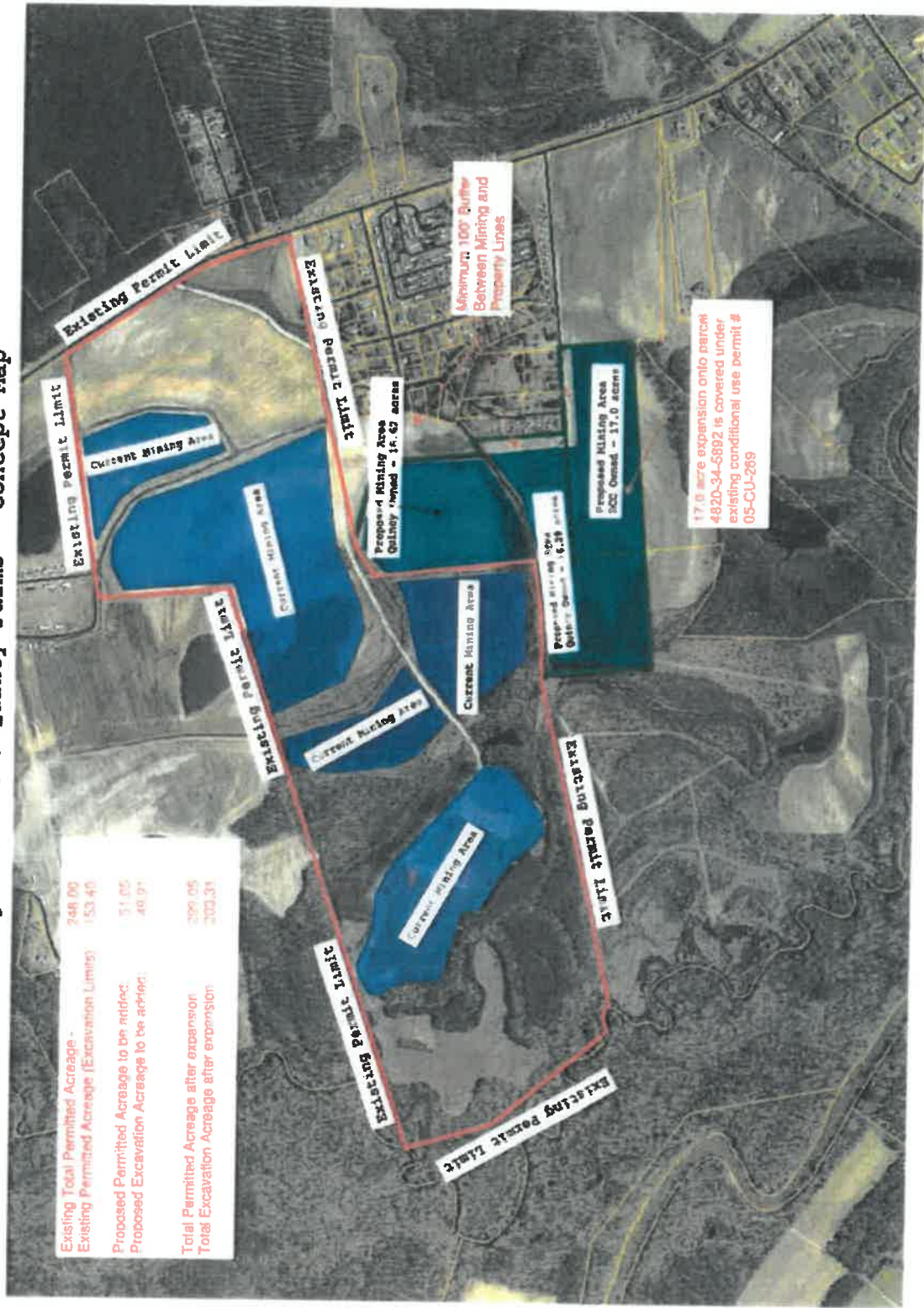
Edgecombe County

July 26, 2023

1 inch = 1,203 feet



Logsboro Pit & Quincy Farms - Concept Map



Memorandum



To: Board of Commissioners
From: Eric Evans, County Manager
Date: 9/29/23
Re: Housing Selection Committee and Public Hearing for CDBG-Neighborhood Revitalization

As staff continues to work with our consultant to prepare an application for the NC Department of Commerce's Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) program, one critical action is needed from you at this meeting.

As a reminder, this program provides funding for the renovation and replacement of substandard housing for low-moderate income families. Funds may be spent on rehabilitation (including scattered site housing), acquisition, clearance, relocation, substantial rehabilitation, replacement housing and emergency repairs. We are currently drafting an application to provide scattered-site housing rehabilitation. This type of assistance for existing housing stock continues to be a great need here in Edgecombe County, and there are few other sources of funding to meet that need. In housing rehabilitation, we are typically able to perform comprehensive repairs to address major structural, mechanical, and even accessibility needs for low-to-moderate income residents.

The application must include potential recipients. To select those potential recipients, we must have a Housing Selection Committee with bylaws and guidance, which is included for your consideration.

I recommend that you adopt the Housing Selection Committee Bylaws and Guidance. I also recommend that you call for the final public hearing to be held at your November meeting.

Edgecombe Co 2023 CDBG-NR Application Housing Selection Committee By-laws and Guidance

The following individuals will serve as the Housing Selection Committee.

- Eric Evans, County Manager
- Katina Braswell, Planning Director
- Consultants Mike Barnette / Jordan Kearney (non-voting/facilitators)

The Housing Selection Committee will meet and discuss:

- Solicitation and qualifying requirements
- Overall general priorities
- How to differentiate between units qualifying and meeting all priorities

Solicitation-the HSC will:

- Consider the names of individuals solicited for various housing programs over the past two calendar years.
- Create and keep a log of all individuals with housing needs received by the County during the solicitation period.
- Advertise one additional solicitation for applicants in a local newspaper,
- Post notification on the County website

Eligibility

The selection committee will evaluate eligibility as follows:

- Determine preliminary ownership via a current owner update and that applicant has a clear title-owner occupied only
- Confirm the applicant wants to participate given the loan and other requirements of the program
- Confirm income eligibility through survey information – LMI only.
- Evaluate if house is appropriate for reconstruction.

Priority Criteria

The selection committee will apply the following priority criteria:

- Severely deteriorated house condition with an appropriate treatment of reconstruction.
- Geographic distribution
- Racial diversity

Ranking

After applying the eligibility and priority filters, the selection committee shall rank the balance of applicants based on:

- Elderly / minimum 62 years old
- Income level of less than 50% LMI primary and less than 80% LMI secondary
- Current on real estate taxes (or payment agreement in place)

The Selection Committee will submit names to the full Board of Commissioners for approval by the Board at the November 6, 2023, Board of Commissioners meeting as a part of the second application public hearing.



**EDGECOMBE COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING**

**OCTOBER 2, 2023
7:00 P.M.**

AGENDA CATEGORY:

Other Business

SUBJECT: Planning & Inspections Department – Training Session

BRIEF SUMMARY:

Planning Board members attended a training session conducted by Chad Meadows, CodeWright Planners. Mr. Meadows provided an overview of the Unified Development Ordinance, discussed the powers and duties of the Planning Board and reviewed application processes.

REQUESTED ACTION:

None

SUBMITTED BY:

Katina Braswell

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

None

ATTACHMENTS

- ☐ Draft minutes of Planning Board Meeting on 9/18/2023



PLANNING & INSPECTIONS

Planning Board Draft Minutes of the Meeting

Edgecombe County Administrative Building
Room 260
September 18, 2023
6:00 p.m.

Members Present: Jonathan Melvin, Michael Brinkley, Edna Parker, Rev. Roy Gray, Ada Barnes-Morgan, Rueben Thompson IV

Members Absent: John Smith

Staff Present: Katina Braswell, Planning Director; Dervin Spell, Senior Planner; Morgan Deans, Planning Technician

Public Present: Chad Meadows

1. **Call to Order/Safety Statement/Prayer**

Chair Melvin called the meeting to order. Mrs. Braswell read the safety statement for those in attendance. Prayer by Vice Chair Barnes-Morgan.

2. **Roll Call/Approval of the minutes**

Chair Melvin asked for roll call which confirmed a quorum. Chair Melvin asked for a motion to approve the minutes from the August 21, 2023 meeting. **Mr. Brinkley made a motion to approve the minutes from the August 21, 2023 meeting. Mrs. Barnes Morgan seconded the motion which carried unanimously (6-0).**

MEMBERS	YES	NO
JONATHAN MELVIN	X	
ADA BARNES MORGAN	X	
MICHAEL BRINKLEY	X	
EDNA PARKER	X	
REV. ROY GRAY	X	
RUEBEN THOMPSON IV	X	



PLANNING & INSPECTIONS

3. Planning Board Training Session

Chair Melvin introduced the presenter Chad Meadows to the Planning Board. Mr. Meadows introduced himself to the board and gave a synopsis of his past achievements, current career, and current standing on Durham's Board of Adjustment. Mr. Meadows recommended that the board becomes familiar with the rules of procedure.

Mr. Meadows stated that the Unified Development Ordinance (UDO) is the primary tool to implement the goals of the County's Comprehensive Plan. Mr. Meadows also stated that the comprehensive plan needs to be updated regularly, at least every 10 years using the most recent census data. Mr. Meadows stated that the County's Comprehensive Plan should be updated soon.

Mr. Meadows did a general overview of the nine chapters in the Unified Development Ordinance. Mr. Meadows then discussed the powers and duties of the Planning Board. Mr. Meadows stated that the primary role of the Planning Board is comprehensive planning for the county, the second most important duty is to review preliminary plats, and the third most important thing is to provide recommendations for rezonings. Mr. Meadows stated that the Planning Board in making their rezoning recommendations needs to address whether the rezoning is consistent with adopted policies that are in place, as well if the request is consistent with public interest.

Mr. Meadows discussed UDO section 1.9.1, Generally, which discussed open meetings, rules of procedure, oath of office, conflicts of interest, minutes and records, regular meetings, removal, and staff to boards. Mr. Meadows engaged with the board more regarding the conflict-of-interest provisions. Mr. Meadows then discussed section 1.9.3, Planning Board, in which he discussed power and duties, composition, terms, quorum, voting, and payment.

Mr. Meadows discussed the conventional rezoning process. Mr. Meadows noted that under the conventional rezoning process the full range of allowed uses should be taken into consideration when considering a conventional rezoning application. Mr. Meadows stated that the board needs to consider if the proposed zoning promotes public health, safety, welfare, is it appropriate for the location, and does it follow adopted policy, and is it reasonable and in the public interest.

Mr. Meadows stated that it is fine for the Planning Board to visit a site, talk to the applicant, and planning staff prior to the case, if that is disclosed during the meeting. Mr. Meadows stated that if more than two members of the planning board discuss the case, then that is considered as a violation of the open meeting laws. Mr. Meadows stated any time more than two board members are discussing a case, then they will need to follow the open meeting law which includes notifying the general public.



PLANNING & INSPECTIONS

Mr. Meadows discussed the conditional rezoning process. Mr. Meadows stated that a major reason that developers use this process is to appease neighbors by limiting the number of allowed uses with a conditional rezoning. Mr. Meadows stated that the Planning Board can propose conditions, but the applicant must agree to the conditions. Mr. Meadows stated that the board needs to consider if the proposed zoning promotes public health, safety, welfare, is it appropriate for the location, and does it follow adopted policy, and is it reasonable and in the public interest.

Mr. Meadows discussed the Planned Development process. Mr. Meadows described a Planned Development as its own zoning district that has a master plan, its own set of terms and condition, range of uses, setbacks, and development requirements which can be less restrictive than the other applicable standards. Mr. Meadows stated that an applicant will mostly follow the conditional rezoning process when applying for a Planned Development, with a few changes from the conditional rezoning process.

Mr. Meadows discussed the preliminary plat process. Mr. Meadows stated that a preliminary plat is a subdivision with two or more lots that includes the installation of infrastructure or more than four lots that does not need infrastructure.

Mr. Meadows discussed the conservation subdivision process. Mr. Meadows discussed standards for a conservation subdivision including open space, as well lot size and setbacks. Mr. Meadows stated that the conservation subdivision process happens during the staff review phase, which it then comes before the Planning Board as a preliminary plat.

Mr. Meadows discussed pocket neighborhoods. Mr. Meadows discussed the acreage requirements, the open space requirements, size of homes, and parking requirements. Mr. Meadows stated that pocket neighborhoods are used in Raleigh.

Mr. Meadows discussed manufactured homes and manufactured home parks. Mr. Meadows stated that there are standards for double- and single-wide manufactured homes. Mr. Meadows stated the purpose of the extra design standards for manufactured homes are so that they would be designed to they can fit with single-family detached neighborhoods. Mr. Meadows stated that manufactured home parks are only permitted in the R-20 zoning district as a special use.

Mr. Meadows discussed alternate access. Mr. Meadows stated that expedited subdivisions can be served by alternate access without the need to install a private street. Mr. Meadows stated an alternate access without the use of a private street can serve up to four lots.



PLANNING & INSPECTIONS

5. Other Business

Mrs. Braswell introduced Planning Technician Morgan Deans to the Planning Board.

6. Adjournment

Mr. Thompson made a motion to adjourn the meeting. Rev. Gray seconded the motion and the meeting was adjourned.

Jonathan Melvin, Chair

Katina Braswell, Planning Director

SUMMARY OF RELEASES & AFTERLIST FOR THE MONTH OF AUGUST 2023

Total Annual Releases - 2023 Levy	\$	15,679.81
Total Annual Billing - 2023 Levy	\$	-

Respectfully submitted,

Tarasa M Lewis
Tax Administrator



After-List and Release Monthly Summary

AFTER-LISTS 2023 LEVY

	August	Thru Current Month
REAL	\$	2,702,677,354.00
PERSONAL	\$	719,379,014.00
CO. WIDE	\$	26,835,315.95
DOG	\$	6,166.00
FIRE DISTRICT	\$	1,260,810.81
SOLID WASTE	\$	1,015,800.00
PINETOPS	\$	287,648.70
CONETOE	\$	33,378.45
MACCLESFIELD	\$	57,619.78
PRINCEVILLE	\$	225,415.01
WHITAKERS	\$	79,600.15
SHARPSBURG	\$	47,201.60
LEGGETT	\$	10,166.87
SPEED	\$	12,378.91
DRAINAGE DIST	\$	36,423.09
PENALTY	\$	58,557.60
GAP	\$	147,813.04
GARNISHMENT	\$	-
ADVERTISEMNT	\$	-
TOTAL	\$	29,914,295.96

RELEASES- 2023 LEVY

	August	Thru Current Month
REAL	\$ 944,002.00	\$ 944,002.00
PERSONAL	\$ 389,881.00	\$ 389,881.00
CO. WIDE	\$ 12,749.18	\$ 12,749.18
DOG	\$ -	\$ -
FIRE DISTRICT	\$ 586.97	\$ 586.97
SOLID WASTE	\$ 1,025.00	\$ 1,025.00
PINETOPS	\$ 776.39	\$ 776.39
CONETOE	\$ -	\$ -
MACCLESFIELD	\$ -	\$ -
PRINCEVILLE	\$ 266.77	\$ 266.77
WHITAKERS	\$ -	\$ -
SHARPSBURG	\$ -	\$ -
LEGGETT	\$ -	\$ -
SPEED	\$ -	\$ -
DRAINAGE DIST	\$ -	\$ -
PENALTY	\$ 275.50	\$ 275.50
GARNISHMENT	\$ -	\$ -
ADVERTISEMNT	\$ -	\$ -
TOTAL	\$ 15,679.81	\$ 15,679.81

RELEASES FOR BACK YEARS

	2022	2021	2020	2019	2018	2017
REAL	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
PERSONAL	\$ 98,970.00	\$ 104,067.00	\$ 5,238.00	\$ 5,518.00	\$ 1,000.00	\$ -
CO. WIDE	\$ 963.98	\$ 1,012.39	\$ 73.51	\$ 76.17	\$ 33.25	\$ 23.75
DOG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRE DISTRICT	\$ 7.92	\$ 3.89	\$ 3.65	\$ 3.87	\$ 0.80	\$ -
SOLID WASTE	\$ 500.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ -	\$ -
CONETOE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PINETOPS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRINCEVILLE	\$ 15.25	\$ 15.25	\$ 15.25	\$ 15.25	\$ 15.25	\$ 15.25
SHARPSBURG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SPEED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WHITAKERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DRAINAGE DIST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GARNISHMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADVERTISEMNT	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
PENALTY	\$ 94.85	\$ 99.26	\$ 5.35	\$ 5.63	\$ 1.04	\$ -
TOTAL	\$ 1,586.00	\$ 1,384.79	\$ 301.76	\$ 304.92	\$ 54.34	\$ 43.00

	2016	2015	2014	2013	
REAL	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
PERSONAL	\$ -	\$ 7,490.00	\$ -	\$ -	
CO. WIDE	\$ 23.75	\$ 94.91	\$ 22.38	\$ 21.50	
DOG	\$ -	\$ -	\$ -	\$ -	
FIRE DISTRICT	\$ -	\$ 4.49	\$ -	\$ -	
SOLID WASTE	\$ -	\$ 100.00	\$ -	\$ -	
CONETOE	\$ -	\$ -	\$ -	\$ -	
PRINCEVILLE	\$ 15.25	\$ 15.25	\$ 15.25	\$ 15.50	
SHARPSBURG	\$ -	\$ -	\$ -	\$ -	
SPEED	\$ -	\$ -	\$ -	\$ -	
DRAINAGE DIST	\$ -	\$ -	\$ -	\$ -	
GARNISHMENT	\$ -	\$ 4.00	\$ -	\$ -	
ADVERTISEMENT	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	

Public Utilities & GAP Monthly Summary

2023 LEVY PUBLIC UTILITIES

	Oct-23	Fiscal
Real		
Personal	\$ -	\$ -
Co. Wide	\$ -	\$ -
Fire Districts	\$ -	\$ -
Conetoe	\$ -	\$ -
Princeville	\$ -	\$ -
Sharpsburg	\$ -	\$ -
Speed	\$ -	\$ -
Leggett	\$ -	\$ -
Pinetops	\$ -	\$ -
Macclesfield	\$ -	\$ -
Whitakers	\$ -	\$ -
Total	\$ -	\$ -

2023 LEVY GAPS

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

Contracts for October 2, 2023 Commissioners' Meeting					
Vendor Name	Contract Amount	Service Description	Dept.		
Edgecombe County Sheriff	\$290,202.47	Service processing for Child Support enforcement	Social Services		
The Wooten Company	\$561,000	Sewer System AIA Study (grant funded)	Utilities		
The Wooten Company	\$307,255	Water System AIA Study (grant funded)	Utilities		
The Wooten Company	\$210,000	Engineering work related to the Eagles Road water extension project (grant funded)	Utilities		
Owens Roofing, Inc.	Change Order to add \$64,313; new contract total = \$968,933	This CO#1 allows us to add a bid alternate to the project since the cost came in under the cost estimate. This project was enabled by ARPA funds.	Maintenance		
Contracts Approved by the County Manager – For Information					
Vidant Medical Group	\$25,000	Contract MD for Obstetrics and Family Planning	Health		

MEMORANDUM

To: Board of Commissioners

From: Eric Evans

Subject: Contracts

Date: October 2, 2023

Attached is a list of the contracts. Per our budget ordinance, the board of commissioners must approve all contracts over \$50,000 and those under are provided for information.

EDGECOMBE COUNTY

REQUEST FOR APPROVAL OF CONTRACT AWARD

Department:

Edgecombe County Department of Social Services

1. Vendor Name and Address: Edgecombe County Sheriff
3005 Anaconda Road
Tarboro, NC 27886

2. Purpose: To contract for services as a service processor of location, arrest, court appearance, and to provide courtroom bailiff services for the Child Support Enforcement program of Edgecombe County Department of Social Services.

3. Project or Proposed Equipment Location: Edgecombe County

4. Relevant Information (square footage, size, quantity, model, etc.):

5. Bidding Process Used:
☐ Informal ☐ Formal ☐ Sole Source ☐ "Piggy-Backing"

Explanation / Comments:


6. Cost: \$290,202.47

7. Contract Period: July 1, 2023 – June 30, 2024

8. Funding Source: Federal and County Funds
(General fund, grant funds, other funding sources)

9. Line Item to be Charged: 19-5310-5199-08 (Deputies)

Submitted by:


Edgecombe County Department of Social Services Director

Date:

9/19/2023

Approved by:

Edgecombe County Manager

Date: _____

Fiscal Year Begins July 1, 2023, Ends June 30, 2024

This contract is hereby entered into by and between **Edgecombe County Department of Social Services** (the "County") and **Edgecombe County Sheriff** (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number 56-6000298 or Social Security Number is _____ and DUNS Number (required if funding from a federal funding source).

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(3) (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on July 1, 2023 and shall terminate on June 30, 2024. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall receive invoices from the Contractor in the manner and **in the amounts specified in the contract document**. The total amount paid by the County to the Contractor shall not exceed **\$290,202.47. This amount consists of \$191,533.63 in Federal funds, (CFDA #93.563), \$0.00 in State funds and \$98,668.84 in County funds.**

☒ a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$ _____, which shall consist of:

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds. The total contract amount including any Contractor match shall not exceed N/A.

6. Reversion of Funds:
Any unexpended grant funds shall revert to the County Department of Social Services upon termination of this contract.

7. Reporting Requirements:
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work,

9. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address,

street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Betty Battle, DSS Director County: Edgecombe Mailing Address: P. O. Box 370 City, State, Zip: Tarboro, NC 27886 Telephone: (252) 641-7882 Fax: (252) 641-5816 Email: bettybattle@edgecombeco.com	Name & Title: Betty Battle, DSS Director County: Edgecombe Mailing Address: P. O. Box 370 City, State, Zip: Tarboro, NC 27886 Telephone: (252) 641-7882 Fax: (252) 641-5816 Email: bettybattle@edgecombeco.com

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Cleveland Atkinson Company Name: Edgecombe County Sheriff Mailing Address: 3005 Anaconda Road City State Zip: Tarboro, NC 27886 Telephone: (252) 641-7911 Fax: (252) 641-5411 Email: sheriffatkinson@edgecombeco.com	Name & Title: Cleveland Atkinson Company Name: Edgecombe County Sheriff Street Address: 3005 Anaconda Road City State Zip: Tarboro, NC 27886 Telephone: 252-641-7911 Fax: 252-641-5411 Email: sheriffatkinson@edgecombeco.com

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.


13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Specific Language Not Previously Addressed: N/A**15. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Edgecombe County Sheriff

Signature	Printed Name	Title	Date
<i>Director of Social Services</i> 	Betty Battle	Director	9-19-2023

County Manager

Signature	Printed Name	Title	Date
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County Commissioner

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

Signature of County Finance Officer	Date
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Attachment A**GENERAL TERMS AND CONDITIONS****Relationships of the Parties**

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

E - Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95 (g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

Attachment B – Scope of Work **Federal Tax Id. or SSN** 56-600298**A. CONTRACTOR INFORMATION**1. Contractor Agency Name: Edgecombe County Sheriff2. *If different* from Contract Administrator Information in General Contract:Address 3005 Anaconda Road, Tarboro NC 27886Telephone Number: (252) 641-7911 Fax Number: (252) 641-5411 Email: sheriffatkinson@edgecombeco.com3. Name of Program (s): Process Server for the Child Support Program4. Status: ☐ Public ☐ Private, Not for Profit ☐ Private, For Profit5. Contractor's Financial Reporting Year: July 1, 2023 through June 30, 2024**B. Explanation of Services to be provided and to whom (include SIS Service Code):****Service Program Description**

THIS PURCHASE OF SERVICE AGREEMENT made and entered into July 1, 2022, by and between the Edgecombe County Department of Social Services Director (hereinafter referred to as "Director"), and the Edgecombe County Sheriff, (hereinafter referred to as "Sheriff");

WITNESSETH:

WHEREAS, the Director desires to purchase the services of the Sheriff as a process server and as a provider of location, arrest, court appearance, and Courtroom Bailiff services for cases being handled by Child Support staff of Edgecombe County Department of Social Services (hereinafter referred to as "the Agency") upon the terms set forth herein;

AND WHEREAS, the Sheriff desires to provide the said services upon the terms set forth herein:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained hereinafter, the parties agree as follows:

1. This Agreement shall become effective on the 1st day of July 2022, and shall continue until the 30th day of June 2023, unless terminated upon sixty-day written notice by either party. Termination may occur sooner than sixty days if the County should lose Federal funds or if either party fails to comply with the terms of this Agreement.
2. The Sheriff shall designate three (3) Deputy Sheriffs' who shall be responsible for the service of civil and criminal Court papers and for the location and arrest of persons involved as parties or witnesses in cases being handled by Child Support staff. The designated Deputies shall also be assigned to act as Bailiff in the Courtroom for all terms of the Edgecombe County Civil Court scheduled for handling of the agency's child support cases. The Sheriff shall be responsible for providing all service of process and arrest services that arise pursuant to Article 9 of Chapter 110 of the North Carolina General Statutes and the United States Public Laws, particularly 42 U.S. code, 651, et. Seq., as amended.

The designated Deputies shall devote 100 percent of their professional time to the services set forth in this Agreement.

3. The Deputies will be expected to work the hours necessary to serve the papers on individuals who cannot be found during normal Monday through Friday business hours. The services provided under this Agreement shall be coordinated by agency's Child Support Supervisors in the Rocky Mount and Tarboro offices and the service or non-service of all court papers shall be reported directly to the Child Support Supervisors, as well as to the Clerk of Court.
4. The Deputies will keep daily time records of time spent performing services under this contract and time spent on other unrelated services for the Sheriff. Child Support papers being served for other county department of social services time will not be listed on the daily record. Travel for other county department of social services will not be listed on the daily record.
5. An Attempted Service Log must be maintained on a daily basis by the Deputies listing hours worked, daily mileage, and the number of served or unserved returns for Edgecombe County Department of Social Services. The log is to be turned into the Child Support Supervisors by the 5th working day of each month.

6. **If the Director determines that the services performed by the designated Deputies under the contract are unsatisfactory or otherwise in need of adjustment, then the Sheriff shall be so notified and shall be responsible for making any necessary changes to correct the situation, in consultation with the Child Support Supervisors.**
7. Paraphernalia and equipment used by the designated Deputies, including guns, handcuffs, uniforms, car, and similar items are **excluded from those items which will qualify for Federal reimbursement; and office supplies, photocopies, and access to long distance calls will be made available at Edgecombe County Department of Social Services.**
8. The Sheriff agrees to comply with all requirements of Chapter 110 of the North Carolina General Statutes and the United States Public Laws, particularly 93-647, and the regulations promulgated pursuant thereto relating to the performance of the services described in this Agreement including, but not limited to, maintaining such records as are required by the Federal Funding Agency in order to qualify these expenditures for reimbursement and assuring that these records are available for Federal and State audit if required.
9. Information on service of Show Cause Orders and/or complaints shall be submitted to the Department three (3) days prior to court.
10. The Deputies shall communicate regularly with the Child Support Supervisors and provide any documentation of services provided upon request. This will include, but not be limited to compiled monthly reports of client's contacted, feedback on service efforts and other similar information as it may relate to the Child Support Program.

IN TESTIMONY WHEREOF, the parties hereto have on the date hereinabove stated, executed this Purchase of Service Agreement in triplicate originals, one of which is to be retained by the Director, one of which is to be retained by the Sheriff, and one of which is to be filed with the Child Support Enforcement Section, Division of Social Services of the Department of Health and Human Services, North Carolina.

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

See Table Below

2. Negotiated County Rate.

See Table Below

For the services performed under this Agreement by the Sheriff, the **Edgecombe County Department of Social Services** shall pay the full salary of the designated Deputies along with employee benefits to which the Deputies are entitled, including health insurance, retirement, and FICA; provided that nothing herein contained shall constitute a change of relationship between the designated Deputies and the Edgecombe County Sheriff, and the said Deputies shall at all times be deemed to be the employee of the Sheriff and governed accordingly.

Edgecombe County Department of Social Services shall be reimbursed by Federal Child Support Enforcement Financial Participation Funding at the current rate for the costs of the following items:

- (a.) The salary of the designated Deputies and;
- (b.) Cost of employee benefits to which the designated Deputies shall be entitled including payment of health insurance, retirement, FICA, 401K, and any other applicable employee benefits.

Deputy Number	Salary (Includes 2% COLA)	Benefits (FICA, Retirement, 401K, Longevity, Insurance)	Travel	Total
837	\$49,155.84	\$25,041.32	\$17,292.00	\$91,489.16
848	\$64,953.60	\$32,104.59	\$15,720.00	\$112,778.19
860	\$50,844.96	\$25,658.15	\$9,432.00	\$85,935.11

D. Number of units to be provided: See Contract

E. Details of Billing process and Time Frames: **Edgecombe County Sheriff** shall submit to Edgecombe County Department of Social Services by the 5th working day of the following month, a reimbursement request using a properly executed invoice form along with the Attempted Service Log and the daily time record signed by the Sheriff and the assigned Deputies to the attention of:

Tarboro Office – Synilla Reaves
Edgecombe County Department of Social Services
P.O. Box 370 ~ 122 E. St. James Street
Tarboro, NC 27886
(252) 641-7955
synillareaves@edgecombeco.com

Rocky Mount Office – Helyn Walston
Edgecombe County Department of Social Services
301 S. Fairview Road, Rocky Mount, NC 27801
(252) 985-5031
helynwalston@edgecombeco.com

This contract is not to exceed \$264,860.00. Should the assignment of Deputies change during the term of the contract, Edgecombe County Sheriff or his designee will notify Edgecombe County Department of Social Services so that salary and benefits can be amended.

F. Area to be served/Delivery site(s): Edgecombe County.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Edgecombe County Sheriff

Signature Printed Name Title Date

Director of Social Services

Betty Battle Betty Battle Director 9-18-2023
Signature Printed Name Title Date

County Manager

Signature Printed Name Title Date

County Commissioner

Signature Printed Name Title Date

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

Signature of County Finance Officer

Date

Attachment C**Federal Certifications****The undersigned states that:**

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

[] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

[] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature**Title**

Contractor Name**Date**

Note: This Certification Must Be Signed by the Same Individual Who Signed the Proposal Execution Page

I. Certification Regarding Nondiscrimination:

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements:

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):**
3. **Contractor will inform the Department of any additional sites for performance of work under this agreement.**

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke:

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions:

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification:

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying:

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities:**Instructions**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____ Date: _____

Federal Use Only

Authorized for Local Reproduction
Standard Form - LLL

Attachment D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agency are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization's mission. At all times, Board members or other governing persons, officers, employees or agents are prohibited from using their job title, the Organization's name or property for private profit or benefit.

- A. The Board members or other governing persons, officers, employee, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.
- B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.
- C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
 1. The Board member or other governing person, officer, employee, or agent;
 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 3. An organization in which any of the above is an officer, director or employee;
 4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. Duty to Disclosure—Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. Board Action—When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee or agent (person(s) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest exists is voted discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of an vote of the Board of Directors/Trustees or other governing body.
- F. Violations of the Conflicts of Interest Policy—If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- G. Record of Conflict—The minutes of the governing board and all committees with board delegated powers shall contain:
 1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
 2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Name of Organization

Signature of Organization Official

Date

Notarized Acknowledgment of Conflict of Interest Policy

State of _____

County _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of _____
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted
by the Board of Directors/Trustees or other governing body in a meeting held on the _____ day of _____, _____.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

Attachment E**State Grant Certification – No Overdue Tax Debts**

Instructions: **Grantee/Contractor** should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Edgecombe County Sheriff
3005 Anaconda Road
Tarboro, NC 27886

Date of Certification: _____

To: Edgecombe County Department of Social Services

Certification:

We certify that **Edgecombe County Sheriff** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

_____ and **Cleveland Atkinson** being duly sworn, say that we are the **Sheriff and**
respectively, of Edgecombe County Sheriff of **Tarboro** in the State of **NC**; and that the
foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also
acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Sheriff

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCGrants@osbm.nc.gov-(919)807-4795

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

Attachment I-1

Edgecombe County Department of Social Services/Human Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the **1st day of July 2023**, by and between **Edgecombe County Department of Social Services** ("Covered Entity") and **Edgecombe County Sheriff** ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled **EDGECOMBE COUNTY SHERIFF** whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of **Edgecombe County** as the **Edgecombe County Department of Social Services (DSS)** as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the **Edgecombe County Department of Social Services**, in a time and manner designated by the Secretary, for purposes of the **Edgecombe County Department of Social Services** determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURE: _____

Date: _____

Rev. 6-7-2015

Attachment K**What is a Private Non Profit Agency?**

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the [Taxpayer Advocate Service](#), an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non-profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

Attachment M**State Certifications****Contractor Certifications Required by North Carolina Law**

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 6. He or she is a duly authorized representative of the Contractor named below;
 7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 8. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: _____

Contractor's
Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

Attachment NEdgecombe County Department of Social Services
Human Services Agency

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITV) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Edgecombe County Sheriff

Signature Printed Name Title Date

Director of Social Services

Signature Printed Name Title Date

County Manager

Signature Printed Name Title Date

County Commissioner

Signature Printed Name Title Date

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

Signature of County Finance Officer

Date

CONTRACT PROVIDER NAME: EDGECOMBE COUNTY SHERIFF

CONTRACT NUMBER: 004

CONTRACT PERIOD: 07/01/2023 THROUGH 06/30/2024

PROVIDER'S FISCAL YEAR: 07/01/2023 THROUGH 06/30/2024

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points Financial Assistance YES	5 points Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?	5	
8 Does the provider have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5

TOTAL	10	60
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Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

☐ FINANCIAL ASSISTANCE

☒ PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE

Signature of Authorized Administrative Individual

DATE

This is **Task Order No. 4**
consisting of 5 pages.

Task Order No. 4 – Sewer System AIA Study

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated April 11, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: **Sewer System AIA Study**

B. Description: Manhole inspections, sewer smoke testing, lift station inspections, CCTV of the gravity mains, wastewater model will be created as well as a rate study. This information will be utilized to generate an Asset Management Plan with a Capital Improvement Plan.

2. Services of Engineer

Provide field investigation and an Asset Management Plan. See Appendix 1 for a detailed description of services.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:
No modifications

4. Times for Rendering Services

Phase

Completion Date

Sewer System AIA

18 Months from Notice to Proceed

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Item	Project Component	Compensation Method	Total Costs
<i>Field Services</i>			
1	Smoke Testing	Lump Sum	\$ 35,000.00
2	CCTV Inspection	Hourly NTE	\$ 258,750.00
3	Manhole/Air Release/Pump Station Inspections &Assessment	Lump Sum	\$109,250.00
Field Services Subtotal:			\$ 403,000.00
<i>Office Services</i>			
6	Asset Management Plan with Capital Improvements Plan/SSES	Lump Sum	\$ 50,000.00
7	Wastewater Rate Study	Lump Sum	\$ 30,000.00
8	Wastewater Hydraulic Model	Lump Sum	\$ 58,000.00
9	Asset Management Software	Lump Sum	\$15,000.00
10	Grant Administration	Lump Sum	\$ 5,000.00
Office Services Subtotal:			\$ 158,000.00
TOTAL			\$ 561,000.00

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. Estimated ceiling fees will not be exceeded without written consent of the Owner.

6. Consultants: **None**

7. Other Modifications to Agreement: **None**

8. Attachments:

Appendix 1: Detailed Scope of Services

Appendix 2: Standard Hourly Rate Schedule

9. Documents Incorporated By Reference: **None**

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER:

Edgecombe County, NC

By (Signature): _____

Typed Name: **Leonard Wiggins**
Title: **County Manager**

Date Signed: _____

ENGINEER:

**L.E. Wooten & Company dba
The Wooten Company**

By (Signature): 

Typed Name: **W. Brian Johnson, PE**
Title: **Vice President**

Date Signed: **12/21/2022**

Engineer License or Firm's
Certificate No. **F-0115**
State of: **NC**

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: **Eric Evans**
Title: **County Manager**

Address: **201 Saint Andrews Street
Tarboro, NC 27886**

E-Mail
Address: **ericevans@edgecombeco.com**

Phone: **(252) 641-7834**
Fax: **(252) 641-0456**

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: **William A. Larsen, P.E.**
Title: **Project Manager**

Address: **301 W. 14th Street
Greenville, NC 27834**

E-Mail
Address: **wlarsen@thewootencompany.com**

Phone: **(252) 757-1096**
Fax: **(252) 757-3221**

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: _____

By (Signature): _____

Date Signed: _____

APPENDIX 1
TO
TASK ORDER 4
BETWEEN
EDGECOMBE COUNTY
AND
L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY
FOR
SEWER SYSTEM AIA STUDY

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

PROJECT INCLUDES

The project includes manhole inspections, sewer smoke testing, lift station inspections, CCTV of the gravity mains. A wastewater model will be created as well as a rate study.

WASTEWATER SYSTEM INSPECTION AND ASSESSMENT/SYSTEM EVALUATION

- (1) Inspection and assessment of 535 sanitary sewer manholes, and 50 air release manholes.
Access and inspect each manhole and record results of assessment for inclusion in the Owner's GIS database.
- (2) Inspection and assessment of 20 sanitary sewer pump stations.
- (3) Smoke testing of approximately 134,300 LF of sanitary sewer mains.
 - a) From existing maps, develop a plan to smoke test the Owner's sanitary sewer system. Identify manholes and/or line segments as necessary to log the data.
 - b) Share with the Owner's staff the planned approach and coordinate activities between the Owner and Engineer. Provide Owner and Fire Department with location of where smoke testing will be accomplished to respond to reports from residents of sighting smoke.

- c) Provide Owner with smoke testing notification that can be mailed by Owner to residents that will be affected by the smoke testing.
 - d) Provide personnel and materials necessary to smoke the sewer system and collect the data.
 - e) As smoke escapes from inflow sources and is detected, photograph those locations, and include same in the Smoke Testing Report. In particular, observe roof and storm drains. Shoot location with GPS device with notes of smoke intensity and source.
 - f) Provide a map showing locations of smoke sources on a map of the Owner's sewer system.
 - g) Identify the various sources of inflow discovered and calculate the potential volume of inflow based on the surface drainage area.
 - h) For each identified source of inflow, determine the corrective action necessary to eliminate the inflow. Prepare an opinion of probable cost to eliminate the inflow source.
 - i) Develop a priority ranking for repairs based on the visual observations of wastewater flow, deductive reasoning, maintenance and/or repair records, and conversations with Owner's utility department staff, determine the line segments experiencing the greatest volume of infiltration. Prioritize those sewers recommended for cleaning and television inspection.
- (4) CCTV inspection of approximately 100,000 LF (estimated) of select sanitary sewer lines.
- a) Given the smoke testing and manhole inspection data, recommend segments of the sanitary sewer system, in priority order, that should be cleaned and inspected. Obtain recent unit bid prices for cleaning and TV inspection and

develop and recommend a scope of cleaning and TV inspection work consistent with the funds available.

- b) Prepare a proposal package, consisting of the following: a map showing location of sewers to be inspected, specifications for completing the work, method of debris/detritus disposal, traffic control and description of deliverables (video discs (CDs), recordation of stationing, 360° inspection of problem areas, description of infiltration/inflow (I/I) conditions encountered correlating to sewer location, recordation of encountered structural deficiencies and time for completion. Engineer will obtain proposals and this scope of work will be performed by a subconsultant.
- c) Combine Television Inspection Reports in a single document, complete with maps, raw data sheets, data summaries, and video discs covering TV inspection.

(5) Prepare a Wastewater Hydraulic Model. The following tasks will be included:

- a) Study area will be confirmed with the Owner.
- b) Use the Owner's existing wastewater mapping to import and create the base model using Bentley SewerGems Software.
- c) Use map of the wastewater system provided by the Owner as a base and Owner-Provided information to determine lines and features that need to be added at the time of creating the model. (e.g., gravity sewer, force mains, pump stations, etc.)
- d) Estimate wastewater flows and nodes using current demand information provided by the Owner. (i.e., Wastewater billing data).
- e) Calibrate model using draw down testing data.

- f) Run simulations for current and future system conditions. Future conditions will be based on population/demand projections based on State Census data and Owner input.
 - g) Evaluate deficient areas within the system and model improvements to mitigate the problem areas. Identify immediate near term and future wastewater system needs for improved system performance.
 - h) Provide technical memorandum summarizing system modeling methodology, model results, recommended improvements, and cost opinions for inclusion in the AMP/CIP document.
- (6) Prepare a Wastewater Rate Study for the Owner. The following tasks will be included:
- a) Collect, summarize and analyze wastewater customer billing and wastewater treatment billing data for the most previous twelve (12) months of data available.
 - b) Quantify average yearly sewer inflow / infiltration to estimate revenue loss.
 - c) Itemize most recent annual sewer operation budget.
 - d) Distribute line item costs between fixed / variable costs.
 - e) Normalize annual budget using cost for rate-making adjustments.
 - f) Distribute known or anticipated debt for existing and projected five (5) year sewer capital improvement needs.
 - g) Estimate 5-year total sewer revenue and expenditure needs.
 - h) Provide two (2) copies of the completed study for the County.
 - i) Review annual revenue generation from existing rate structure and classifications and, based on information developed from items above, determine necessary fee and classification adjustments to cover:
 - Desired operation and maintenance levels.

- Capital reserves requirements or depreciation costs.
 - Known and anticipated debt service.
- j) Recommend sewer rate and classification adjustment for a 5-6 year planning period.
 - k) Prepare a final report outlining the objectives of the study, summarizing the Owner's financial benchmark, overview of the billing rate types, advantages and disadvantages, and providing the rate analysis.
 - l) Meet with the Owner to review the report and make requested adjustments.
 - m) Make presentation to the Board (if requested).
- (7) Apply all field-collected survey and condition assessment data into asset management software. This tool will be used by operations crews and administrative staff to quickly respond to any issues or other emergencies, document field repairs, provide on-going condition assessment and to assist in planning for future repairs and extensions.
 - (8) An Asset Management Plan (AMP) including Capital Improvements Plan (CIP) for the District's sanitary sewer system will be developed. This plan will meet the requirements of DEQ's Asset Management Guidance Supplement to the Priority Rating System Guidance.
 - (9) Submit all required deliverables to DEQ prior to project closeout.

GRANT ADMINISTRATION SERVICES

- (10) Assist with correspondence with NCDEQ Division of Water Infrastructure (DWI), including quarterly reporting.
- (11) Fill out reimbursement requests for execution by the Owner.
- (12) Submit reimbursement requests to DWI.
- (13) Assist with project closeout documentation and final reimbursement request.

ASSET MANAGEMENT SOFTWARE

- (14) Engineer shall utilize Infraforce software by Wooten Technologies for the Owner's software platform.
- (15) The Engineer, through Wooten Technologies, will provide the necessary set up to review and import the Owner's GIS utility data, including condition assessment data collected herein, into the software. Training will be included (estimated at one 8-hour day).
- (16) The subscription term will be for a 12-month period and allows for software hosting and eight (8) hours of technical assistance over the subscription term.

ADDITIONAL SERVICES

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

- (17) 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.
- (18) 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.
- (19) Prepare any utility designs, plans, specifications or permit applications.
- (20) Appear before courts or boards on matters of litigation or hearings related to the project.

SERVICES PROVIDED BY THE OWNER

- (21) 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.
- (22) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require ascertaining how or for what purpose any contractor has used the monies paid to him under the construction contract.
- (23) Pay all permit and application fees required for the project approval and construction.
- (24) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (25) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
- (26) 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.
- (27) 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.
- (28) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (29) 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.
- (30) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".
- (31) Provide E-verify affidavit document for Engineer's execution.

<http://www.ncim.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf>



SCHEDULE OF FEES
Hourly Rates for Wage Categories
7/1/2022

Wage Category	Hourly Billing Rate
Engineer I	\$ 120
Engineer II	\$ 147
Engineer III	\$ 184
Engineer IV	\$ 220
Engineer V	\$ 260
Architect I	\$ 104
Architect II	\$ 151
Designer I	\$ 87
Designer II	\$ 104
Designer III	\$ 128
Designer IV	\$ 159
Construction Admin I	\$ 120
Construction Admin II	\$ 168
Construction Admin III	\$ 229
Construction Observer / Resident Project Representative	\$ 114
Utility Coordinator II	\$ 134
Utility Coordinator III	\$ 171
Survey Technician I	\$ 54
Survey Technician II	\$ 70
Survey Technician III	\$ 91
Survey Technician IV	\$ 107
Survey Technician V	\$ 127
Surveyor II	\$ 118
Surveyor III	\$ 138
Surveyor IV	\$ 191
GIS Analyst II	\$ 89
GIS Analyst III	\$ 125
GIS Analyst IV	\$ 139
Community Development Coordinator	\$ 142
Funding Coordinator I	\$ 85
Funding Coordinator II	\$ 109
Funding Coordinator III	\$ 163
Project Assistant	\$ 85

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

Standard Hourly Rates apply only as specified in the original contract and are subject
to annual review and adjustment. Future additions or amendments to the original
contract may be subject to the rates in effect at the time of the modification.

This is Task Order No. 3
consisting of 5 pages.

Task Order No. 3 – Water System AIA Study

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated April 11, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Water System AIA Study

B. Description: The Wooten Company will provide the following services under our On-Call/As Needed Task Order contract. This project will provide an evaluation of the Owner's water system through field investigation and hydraulic modeling. An asset management plan including a Capital Improvement Plan will be developed. A water rate study and water audit will also be completed.

2. Services of Engineer

Conduct field investigation and prepare Asset Management Plan (see Appendix 1 for a detailed description of services.)

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:
No modifications

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>Water System AIA</u>	<u>18 Months from NTP</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Item	Project Component	Compensation Methods	Total Costs
Field Services			
1	Fire Hydrants	Lump Sum	\$ 150,000.00
2	Booster Pump Stations	Lump Sum	\$ 14,100.00
3	Chemical Feed Stations	Lump Sum	\$ 5,530.00
4	Elevated Tanks	Lump Sum	\$ 12,625.00
Field Services Subtotal:			\$ 182,255.00
Office Services			
5	Asset Management Plan with Capital Improvements Plan	Lump Sum	\$ 17,500.00
6	AWWA Water Audit	Lump Sum	\$ 7,500.00
7	Rate Study	Lump Sum	\$ 30,000.00
8	Hydraulic Model	Lump Sum	\$ 50,000.00
9	Asset Management Software	Lump Sum	\$15,000.00
10	Grant Administration	Lump Sum	\$ 5,000.00
Office Services Subtotal:			\$ 125,000.00
TOTAL			\$ 307,255.00

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. Estimated ceiling fees will not be exceeded without written consent of the Owner.

6. Consultants: None

7. Other Modifications to Agreement: None

8. Attachments: **Appendix 1: Standard Hourly Rate Schedule**

9. Documents Incorporated By Reference: None

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

PRE-AUDITED STATEMENT

OWNER:

Edgecombe County, NC

By (Signature): _____

Typed Name: Leonard Wiggins

Title: Commissioner Chairman

Date Signed: _____

ENGINEER:

L.E. Wooten & Company dba
The Wooten Company

By (Signature): 

Typed Name: W. Brian Johnson, PE

Title: Vice President

Date Signed: 12/21/2022

Engineer License or Firm's

Certificate No.

F-0115

State of:

NC

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Typed Name: Eric Evans

Title: County Manager

Address: 201 Saint Andrews Street
Tarboro, NC 27886

E-Mail

Address: ericevans@edgecombeco.com

Phone: (252) 641-7834

Fax: (252) 641-0456

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Typed Name: William A. Larsen, P.E.

Title: Project Manager

Address: 301 W. 14th Street
Greenville, NC 27834

E-Mail

Address: wlarsen@thewootencompany.com

Phone: (252) 757-1096

Fax: (252) 757-3221

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

Print Name: _____

Title: _____

By (Signature): _____

Date Signed: _____

APPENDIX 1
TO THE
TASK ORDER 3
BETWEEN
EDGECOMBE COUNTY
AND
L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY
FOR
WATER SYSTEM ASSET INVENTORY ASSESSMENT (AIA)

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

PROJECT INCLUDES

The project includes providing an accurate map of the water system based on GPS survey of valves and fire hydrants and system records, providing a hydraulic model and identification of system deficiencies, preparation of a rate study, preparation of an AWWA water audit, development of a Capital Improvement Plan (CIP) and Asset Management Plan (AMP). The data will be provided to Edgecombe County for inclusion in their GIS database and into an asset management software system for access by County Staff.

A. Water System Feature Location and Assessment, System Evaluation

1. Review and evaluate existing water system records
2. Field assess approximately 1,500 water system hydrants to include the following:
 - a. Size of hydrant foot valve, if known, or from information provided by the Owner.
 - b. Presence of visible valve on hydrant leg and assessment.
 - c. Environs of pavement, grass, gravel, etc.
 - d. Condition of paint
 - e. Position of hydrant (leaning or plumb)
 - f. Hydrant manufacturer and date if stamped on hydrant
 - g. Digital photo
3. Field assess and inspect five (5) elevated storage tanks.
4. Field assess and inspect four (4) booster pump stations.
5. Field assess and inspect two (2) chemical feed stations.

6. Hydraulic model:

- a. Use map of water system developed as a base model.
- b. Set junction nodes for the system to map water lines 6" and larger.
- c. Estimate demands on nodes using number of houses/structures in area around the node or using the average demand for the top 10% of water users.
- d. Calibrate model using fire flow test data. Conduct up to eight (8) fire flow tests of selected hydrants within the system.
- e. Establish acceptable limits for the fire flow and pressure and run simulations to determine locations of poor fire flow/pressure. Note: much of the County was not designed based on meeting fire flow required.
- f. Run simulations for current and 10-year future average day demand plus fire flow max day demand and max hour demand and note locations of low pressures or bottlenecks in the water system. Projections will be based on State census data.
- g. Run simulations for water age and note locations at above industry standard results.
- h. Evaluate deficient areas within the system and model improvements to mitigate problem areas.
- i. Provide technical memorandum summarizing system modeling methodology, model results, recommended improvements and cost opinions for inclusion in the AMP/CIP document.

7. Rate Study

- a. Schedule and conduct a kickoff meeting.
- b. Gather and analyze the most recent twelve (12) months of water production data.
- c. Analyze the most recent twelve (12) months of the Owner's water billing data.
- d. Quantify average yearly water loss to estimate revenue loss.
- e. Itemize most recent annual water operation budgets.
- f. Distribute line-item costs between water/sewer budgets and fixed/variable costs.

- g. Normalize annual budget using cost for rate-making adjustments.
 - h. Distribute known or anticipated debt for existing and projected five (5) year water capital improvement needs.
 - i. Estimate 5-year total water revenue and expenditure needs.
 - j. Review annual revenue generation from existing rate structure and classifications and based on information developed from items above, determine necessary fee and classification adjustments to cover:
 - i. Desired operation and maintenance levels
 - ii. Capital reserves requirements or depreciation costs
 - iii. Known and anticipated debt service.
 - k. Recommend water rate and classification adjustment for a 5-year planning period.
 - l. Prepare a final report that:
 - i. Outlines the objectives of the study and provides a summary of the Owner's water financial benchmarks.
 - ii. Provides an overview of the billing rate types and their advantages and disadvantages.
 - iii. Provides an MS Excel Rate analysis.
 - m. Meet with Owner to review the report and make requested adjustments.
 - n. Make presentation of final report to the Board (if requested).
8. AWWA Water Audit – Conduct a water audit using AWWA prescribed methods to identify both the volumetric and financial costs of un-billed water. This will consider several categories of losses. This information will be summarized and reported to the County.
9. Combine all information into a document called an Asset Management Plan (AMP) including a Capital Improvement Plan (CIP). The plan will meet the requirements of the NCDEQ AMP Guidance supplement and the Priority Rating System guidance. A draft will be provided to the Owner for review and then a final version will be developed based on Owner comments.

B. Grant Administration Assistance

10. Assist with correspondence with NCDEQ Division of Water Infrastructure (DWI), including quarterly reporting.
11. Fill out reimbursement requests for execution by the Owner.
12. Submit reimbursement requests to DWI.
13. Assist with project closeout documentation and final reimbursement request.

C. Asset Management Software

14. Engineer shall utilize Infraforce software by Wooten Technologies for the Owner's software platform.
15. The Engineer, through Wooten Technologies, will provide the necessary set up to review and import the Owner's GIS utility data, including condition assessment data collected herein, into the software. Training will be included (estimated at one 8-hour day).
16. The subscription term will be for a 12-month period and allows for software hosting and eight (8) hours of technical assistance over the subscription term.

ADDITIONAL SERVICES

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

1. 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.
2. 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.

Discuss provision of Level "B" SUE with the Owner. Recommend to provide service when piped utilities are in or near the corridor. This may be especially important in urban settings. Make sure you budget for Level "B" if you believe it is necessary.

3. Appear before courts or boards on matters of litigation or hearings related to the project.
4. Design other additional utilities improvements not included in the original scope of services.

SERVICES PROVIDED BY THE OWNER

1. 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.
2. 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 to him under the construction contract.
3. Pay all permit and application fees required for the project approval and construction.
4. Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
5. Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
6. 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.
7. 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.
8. Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.

9. 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.
10. Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".
11. Provide E-verify affidavit document for Engineer's execution.

<http://www.nclm.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf>

This is **Task Order No. 2**
consisting of 3 pages.

Task Order No. 2 – Eagles Road Water Line Extension

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated April 11, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Eagles Road Water Line Extension

B. Description: Extend new water distribution main alongside Eagles Road from US Hwy 258 to NC Hwy 124.

2. Services of Engineer

- ☒ Design Services
- ☒ Bidding or Negotiating Services
- ☒ Construction and Commissioning Services
- ☒ Additional Services: Funding Administration, Easement Survey, GPS/GIS Mapping

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: No modifications.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>Report / Predesign Services</u>	<u>12/1/2022 (DWI Milestone)</u>
<u>Design Development Services</u>	<u>8/1/2024 (DWI Milestone)</u>
<u>Construction Administration/Observation Services</u>	<u>3 months from NCDWI NTP</u>
<u>AS: Funding Administration</u>	<u>3 months after Construction</u>
<u>AS: Easement Survey</u>	<u>8/1/2024</u>
<u>AS: GPS/GIS Mapping</u>	<u>3 months after Construction</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Report/Predesign Services	Lump Sum	\$25,000.00
Design Development	Lump Sum	\$75,000.00
Permits	Hourly Rate with Ceiling Fee	\$2,000.00
Construction Administration	Hourly Rate with Ceiling Fee	\$24,000.00
Construction Observation	Hourly Rate with Ceiling Fee	\$54,000.00
Grant Administration	Hourly Rate with Ceiling Fee	\$15,000.00
Easement Survey/ GIS/GPS/Mapping	Hourly Rate with Ceiling Fee	\$15,000.00
TOTAL		\$210,000.00

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. Estimated ceiling fees will not be exceeded without written consent of the Owner.

6. Consultants: **None.**

7. Other Modifications to Agreement: **None.**

8. Attachments: **Appendix 1: Detailed Scope of Services**

Appendix 2: Standard Hourly Rate Schedule

9. Documents Incorporated By Reference: **None.**

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER:

Edgecombe County, NC

By (Signature): _____

Typed Name: **Leonard Wiggins**

Title: **Commissioner Chair**

Date Signed: _____

ENGINEER:

**L.E. Wooten & Company dba
The Wooten Company**

By (Signature): 

Typed Name: **Gary D. Hartong, PE**

Title: **President**

Date Signed: **09/27/2022**

Engineer License or Firm's
Certificate No. **F-0115**
State of: **NC**

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: **Eric Evans**

Title: **County Manager**

Address: **201 Saint Andrews Street
Tarboro, NC 27886**

E-Mail
Address: **ericevans@edgecombeco.com**

Phone: **(252) 641-7834**

Fax: **(252) 641-0456**

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: **William A. Larsen, P.E.**

Title: **Project Manager**

Address: **301 W. 14th Street
Greenville, NC 27834**

E-Mail
Address: **wlarsen@thewootencompany.com**

Phone: **(252) 757-1096**

Fax: **(252) 757-3221**

APPENDIX 1
TO THE
ENGINEERING SERVICES AGREEMENT
BETWEEN
THE COUNTY OF EDGECOMBE
AND
L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY
FOR
SCOPE OF SERVICE
TO
EAGLES ROAD WATER LINE EXTENSION

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

PROJECT INCLUDES

The project includes the following proposed improvement **EXTEND NEW WATER**
DISTRIBUTION MAIN ALONGSIDE EAGLES ROAD FROM US HWY 258 TO NC HWY 124

REPORT (PER) / PREDESIGN SERVICES - DWI

- (1) Hold an initial meeting with Owner to verify project scope and division of work between Owner and Engineer.
- (2) Gather data from Owner regarding existing daily flows, number, and type of customers, water and sewer rate information, and copy of Water and Sewer Fund Audit and Budget.
- (3) Review system deficiencies and **two** possible alternatives to address them as follows:
 - a) Alt 1 **Do Nothing**
 - b) Alt 2 **Extend Water Main**
- (4) Develop cost opinions of the alternatives and complete a present worth analysis.
- (5) Estimate 20-year future demands on the system.
- (6) Estimate affect cost will have on water/sewer rates.
- (7) Develop an engineering report summarizing the data and present results to Owner in a draft report and in one review meeting.

- (17) Submit design drawings at the following stages for Owner review and approval: 25%, 50%, Permit and Quality Control Review 90%. Provide opinion of probable cost with 90% submittals.
- (18) 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.
- (19) Submit for approval of the plans and specifications proposed to the North Carolina Department of Environmental Quality including Division of Water Resources, Public Water Supply Section and Land Quality and other regulatory and funding agencies as may be required for construction of the improvements.

BIDDING AND NEGOTIATION

- (20) Assist the Owner in the advertising for bids.
- (21) Furnish copies of the bidding documents as requested by the contractors, material suppliers, and other interested parties for bidding.
- (22) Prepare, as may be required, written addenda amending the bidding documents.
- (23) Conduct pre-bid conference at the location designated by the Owner. Minutes will be kept and distributed to all plan holders in an Addendum.
- (24) 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.
- (25) After award of contract(s), the Engineer will prepare the contract documents for execution by the contractor(s) and the Owner.

- (36) 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.
- (37) Grant/loan administration.

CONSTRUCTION CONTRACT OBSERVATION

- (38) After award of the contract(s), the Engineer will provide **full-time** resident 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's estimated number of work days on the project is 60 days (on average 5 days / wk).
- (39) 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 contractors and make reports to the project Engineer, and provide liaison between the Engineer and the Owner.
- (40) Engineer will submit observation reports to the Owner on a regular basis.
- (41) 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.

ADDITIONAL SERVICES

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

- (42) **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.**
- (43) 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.
- (44) Prepare downstream sewer analysis if required by Division of Water Quality to support permit application to construct.
- (45) Prepare USACE Individual Permit.
- (46) Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.
- (47) Appear before courts or boards on matters of litigation or hearings related to the project.
- (48) Design other additional utilities improvements not included in the original scope of services.
- (49) Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.
- (50) **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.**
- (51) **Provide Funding (Grant/Loan) Administration in accordance with NCDWI American Rescue Plan Act guidelines.**
- (52) Provide Construction Staking services for the Contractor if requested by Owner.
- (53) Provide Geotechnical Services as requested by Owner to confirm desired soils and materials characteristics.

SERVICES PROVIDED BY THE OWNER

- (54) 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.
- (55) 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 to him under the construction contract.
- (56) Pay all permit and application fees required for the project approval and construction.
- (57) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (58) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
- (59) 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.
- (60) 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.
- (61) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (62) 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.
- (63) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".
- (64) Provide E-verify affidavit document for Engineer's execution.

<http://www.nlm.org/CollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf>



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.

Memorandum



To: Board of Commissioners
From: Eric Evans, County Manager
Date: 9/27/2023
Re: Detention Center Roof – Change Order No. 1

Presented for your consideration is Change Order No. 1 to the Detention Center Roof Project.

This change order is for the addition of coping in the amount of \$64,313.00, bring the contract total to \$968,933.00.

It is recommended that you approve Change Order No. 1 as presented.

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Edgecombe Co Detention Center
Reroofing

CONTRACT INFORMATION:
Contract For: General Construction

Date: 09/14/2023

CHANGE ORDER INFORMATION:
Change Order Number: 01

Date: 09/27/2023

OWNER: *(Name and address)*
Edgecombe County
PO Box 10
Tarboro, NC 27886

ARCHITECT: *(Name and address)*
Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804

CONTRACTOR: *(Name and address)*
Owens Roofing, Inc.
1200 Short Journey Road
Smithfield, NC 27577

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Add Alternate G1: Coping..

The original Contract Sum was	\$	904,620.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	904,620.00
The Contract Sum will be increased by this Change Order in the amount of	\$	64,313.00
The new Contract Sum including this Change Order will be	\$	968,933.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be N/A.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Oakley Collier Architects
ARCHITECT *(Firm name)*


SIGNATURE

Franki Joyner, Construction Admin
PRINTED NAME AND TITLE

09/27/2023
DATE

Owens Roofing, Inc.

CONTRACTOR *(Firm name)*


SIGNATURE

Colette Miller, Manager

PRINTED NAME AND TITLE

9.27.2023

DATE

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



Materials	\$	-
Labor	\$	-
Other	\$	64,313.00
Profit & OH	\$	-
Bond	\$	-
Total	\$	64,313.00

**EDGECOMBE COUNTY
REQUEST FOR APPROVAL OF CONTRACT AWARD**

Department:

HEALTH DEPARTMENT

1. Vendor Name and Address:

Attn: Anthony Bartholomew VP Operations
Vidant Medical Group-ECU Health
2000 Venture Tower Drive
Greenville, NC 27834

2. Purpose:

Contract Medical MD for Obstetrics and Family Planning with ECU Health Womens Care

3. Project or Proposed Equipment Location:

Tarboro Office

4. Relevant Information (square footage, size, quantity, model, etc.):

NA

5. Bidding Process Used (informal, formal, sole source, "piggy-backing"): Attach Bid Tabulation

Note:

- a. If a "sole source" purchase, a written explanation of justification must be attached.
- b. "Piggybacking" – local governments may purchase from a supplier that has, within the past twelve (12) months contracted to furnish an item to any government agency for the same or more favorable price following a public bid process. Attach justification.

6. Cost:

100.00 per hour for each hour of service rendered by MD and 50.00 per each hour of midlevel provider

7. Contract Period:

September 1 2023 to June 30, 2024

8. Funding Source:

State Funds

(General Fund, grant funds, other sources)

9. Line Item to be Charged:

125163-519301-25000.00

Submitted by:

Karen J. DeLoach

Date:

9-18-2023

Approved:

Date:

Note: Attach this form to the front of the contract.

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. Sewer Rehab Project to start October 9th.

Edgecombe County Water & Sewer Monthly Water & Sewer Usage - 2023

	<u>Vault Readings</u>	<u>Water Purchased (Gallons)</u>	<u>Water Purchased Cost</u>	<u>Water Billed (Gallons)</u>	<u>Water Billed Amount</u>	<u>% Water Loss (Purchased vs. Billed)</u>
January	39,473,740	37,798,036	\$134,206.81	25,535,487	\$356,246.30	32%
February	33,408,484	37,265,844	\$132,132.37	20,178,499	\$317,341.53	46%
March	32,633,504	31,007,616	\$118,102.11	22,194,533	\$331,568.32	28%
April	26,632,036	35,020,628	\$124,422.99	18,235,964	\$304,359.52	48%
May	32,023,300	26,250,272	\$96,468.94	20,009,475	\$316,353.30	24%
June	32,311,612	29,469,544	\$106,532.25	24,375,593	\$348,129.85	17%
July	32,805,700	34,626,680	\$123,689.89	29,828,309	\$381,360.56	14%
August	34,371,308	31,227,268	\$119,450.82	30,243,268	\$402,321.86	3%
September						#DIV/0!
October						#DIV/0!
November						#DIV/0!
December						#DIV/0!

Total	263,659,684	262,665,888	\$955,006.18	190,601,128	\$2,757,681.24	27%
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Edgecombe County Water & Sewer Monthly Water & Sewer Usage

Yearly Average

	<u>Vault Readings</u>	<u>Water Purchased (Gallons)</u>	<u>Water Purchased Cost</u>	<u>Water Billed (Gallons)</u>	<u>Water Billed Amount</u>	<u>% Water Loss (Purchased vs. Billed)</u>
Sep-22	38,346,140	43,744,852	\$153,729.83	24,292,320	\$342,850.16	44%
Oct-22	41,613,756	40,664,120	\$143,526.44	23,362,699	\$337,937.17	43%
Nov-22	39,356,648	39,137,832	\$138,369.92	22,902,840	\$332,926.58	41%
Dec-22	35,858,704	39,694,480	\$140,206.03	23,569,032	\$341,881.24	41%
Jan-23	39,473,740	37,798,036	\$134,206.81	25,535,487	\$356,246.30	32%
Feb-23	33,408,484	37,625,844	\$132,132.37	20,178,499	\$317,341.53	46%
Mar-23	32,633,504	31,007,616	\$118,102.11	22,194,533	\$331,568.32	28%
23-Apr	26,632,036	35,147,828	\$148,483.54	18,235,964	\$304,359.52	48%
23-May	32,023,300	26,250,272	\$96,468.94	20,009,475	\$316,353.30	24%
23-Jun	32,311,612	29,469,544	\$106,532.25	24,375,593	\$348,129.85	17%
23-Jul	32,805,700	34,626,680	\$123,689.89	29,828,309	\$381,360.56	14%
23-Aug	34,371,308	31,227,268	\$119,450.82	30,243,268	\$402,321.86	3%

Total	418,834,932	426,394,372	\$1,554,898.95	284,728,019	\$4,113,276.39	33%
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Edgecombe County
Financial Summary Report
Fiscal Year 2024
(As of September 30, 2023)

GENERAL

REVENUES	REVISED BUDGET	YTD ACTUAL	Y-T-D % COLLECTED	
Ad Valorem Taxes	\$ 33,755,000	\$ 4,457,256	13.20%	
Sales Taxes	9,900,000	-	0.00%	
Other Taxes	164,000	32,489	19.81%	
Intergovernmental	2,284,692	389,871	17.06%	
Sales, Services and Fees	6,130,535	947,344	15.45%	
Health Revenues	5,646,233	761,044	13.48%	
DSS Revenues	11,815,744	562,188	4.76%	
Other Revenues	1,030,034	233,213	22.64%	
Total Revenues	\$ 70,726,238	\$ 7,383,406	10.44%	
EXPENDITURES	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED	YTD ENCUMBERED
General Government	\$ 10,667,168	\$ 2,642,389	24.77%	\$ 1,587,087
Public Safety	19,720,069	5,280,680	26.78%	1,813,181
Transportation	60,357	24,464	40.53%	35,893
Economic Development	2,018,301	349,136	17.30%	751,590
Human Services	18,791,671	3,941,767	20.98%	2,087,864
Cultural & Recreational	748,547	185,708	24.81%	473,840
Education	14,595,235	3,378,029	23.14%	10,537,206
Debt Service	4,446,511	911,399	20.50%	-
Transfers	7,765,745	-	0.00%	-
Total Expenditures	78,813,604	16,713,573	21.21%	\$ 17,286,660
Fund Balance Appropriation/Utilization	\$ (8,087,366)	\$ (9,330,167)		

Preliminary report subject to final accounting close adjustments.

Edgecombe County
Financial Summary Report
Fiscal Year 2024
(As of September 30, 2023)

WATER/SEWER

Funds 61 - 68

REVENUES

Water & Sewer Revenue
Fund Balance Appropriated

REVISED BUDGET	YTD ACTUAL	Y-T-D % COLLECTED
\$ 6,923,404	\$ 1,313,825	18.98%
	-	0.00%
\$ 6,923,404	\$ 1,313,825	18.98%

EXPENDITURES

Water Operations
Water Purchases
Debt Service

REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED	YTD ENCUMBERED
\$ 3,842,076	\$ 542,263	14.11%	\$ 1,035,700
1,400,000	365,350	26.10%	634,650
1,681,328	-	0.00%	-
\$ 6,923,404	\$ 907,614	13.11%	\$ 1,670,350

SOLID WASTE

Fund 60

REVENUES

Fees & Intergovernmental Revenues
Transfer From General Fund

REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED
\$ 2,944,500	\$ 501,027	17.02%
638,500		0.00%
\$ 3,583,000	\$ 501,027	13.98%

EXPENDITURES

Tipping Fees Paid
All Other Expenditures

REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED	YTD ENCUMBERED
\$ 1,260,000	\$ 204,159	16.20%	\$ 695,841
2,323,000	394,315	16.97%	119,629
\$ 3,583,000	\$ 598,474	16.70%	\$ 815,471

Preliminary report subject to final accounting close adjustments.

Contact Us

201 Saint Andrew St.
Tarboro, NC 27886

252-823-8187 x3

Monday-Friday
8:00AM-5:00PM



Edgecombe Soil and
Water Conservation

STAFF

District Director: Scott Kiser
scottkiser@edgecombeco.com

Soil Conservationist: Jenna Russell
jennarussell@edgecombeco.com

Upcoming events:

Board meetings take place
on the 2nd Tuesday of each
month at 7pm in room 260
of the Edgecombe County
Administration Building

ACSP, AgWRAP, and CCAP
applications are due by
September 30th

NRCS informational
meeting October 11th 9am-
12pm at the Eastern
Carolina Agriculture and
Education Center

WHEP team meets every
3rd Tuesday of each
month at 6:30pm at the
Eastern Carolina
Agriculture and Education
Center

Programs offered by our office
include: Ag Cost Share, Ag Water
Resources Assistance, and
Community Conservation Assistance.

Each program offers best
management practices targeted to
meet specific program goals. These
programs offer assistance to
address agricultural, rural and urban
water resource issues. Typically, 75%
cost share assistance is provided to
an applicant to install best
management practices that benefit
all citizens by improving water
resources in North Carolina. For
more information on cost share
programs, go to
[https://www.ncagr.gov/SWC/
costshareprograms](https://www.ncagr.gov/SWC/costshareprograms)

PROGRAMS



Agricultural Water Resources Assistance Program (AgWRAP)

identifies opportunities to increase water use efficiency, increase water storage, and availability for agricultural purposes by implementing best management practices (BMPs) that conserve and protect water resources.

Agriculture Cost Share Program (ACSP) helps address nonpoint source pollution by providing technical and financial resources through a voluntary, incentive-based program designed to improve water quality through the installation of various best management practices (BMPs) on agricultural lands directly involved with agriculture production.



Community Conservation Assistance Program (CCAP) is a voluntary, incentive-based program designed to improve water quality through the installation of various best management practices (BMPs) on urban, suburban and rural lands not directly involved with agriculture production.

MEET OUR STAFF

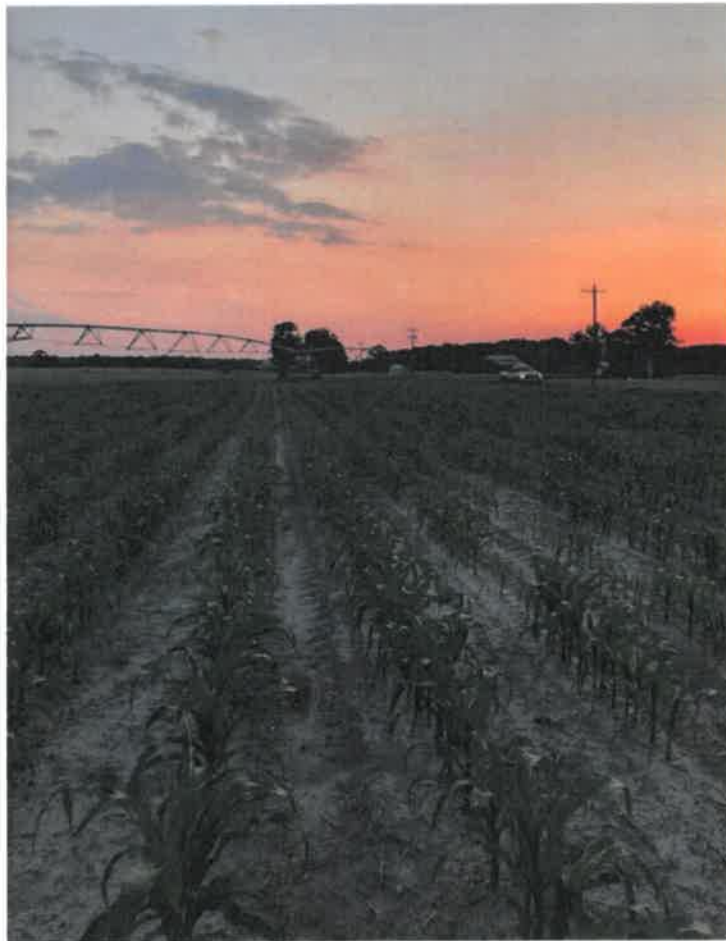
Jenna Russell, the newest addition to the Edgecombe County Soil and Water office, joined the team in March 2023 as a Soil Conservationist. Jenna earned a B.S. in Wildlife and Fisheries Science from the University of Tennessee, Knoxville. Before earning her degree, she served in the United States Marine Corps as an Aviation Ordnance Technician working on Harriers while stationed aboard MCAS Cherry Point North Carolina. She has a background in wildlife damage management from her years of working for the USDA in several eastern North Carolina counties.



In her off time, she enjoys spending time with her pets: her dog Maple, Clyde the cat, and three chickens Bertha, Clementine, and Dorothy. She also tends to her vegetable garden and numerous house and outdoor plants. This past summer she began volunteering with Edgecombe County 4-H and she aids Scott Kiser in leading the Wildlife Habitat Evaluation Program (WHEP) team.

MEET A SUPERVISOR

Harold Thompson, Chairman of the Board of Supervisors, was appointed in 2017, then in 2018 was nominated and elected by the Board to serve as the Chairman. Harold owns and operates AirAg, an aerial applicator service that serves eastern North Carolina. He is a member and past president of the NC Agricultural Aviation Association.



Harold is also a 5th generation farmer who owns and operates H.B. Thompson Farms in Whitakers North Carolina. Throughout the years the farm has produced livestock and multiple field crops from soybeans to tobacco, and currently small grains, and is notably producing popcorn on the cob. His farm is also part of the county's agritourism sector. During the Fall, the farm offers pick your own pumpkins, hayrides, and sunflower fields for pictures.

RECENT PROJECT

The district's latest project involved helping a landowner fix their massive gully erosion issue by filling in the eroded holes, installing grassed waterways, drop outlets with riprap, diversions, and repairing a terrace. This project will save approximately 1350 tons of soil each year from entering Town Creek and the Tar River.



Top Left: Eroded hole one.
Bottom Left: Earth fill, diversion, and drop outlet completed on hole one.



Top Right: Eroded hole two.
Bottom Right: Earth fill, diversion, and drop outlet completed on hole two.



NASH-EDGECOMBE TORNADO

On the afternoon of July 19, 2023, an EF-3 tornado touched down in parts of Nash and Edgecombe counties. That event caused fallen trees and debris to impede the flow of multiple creeks and streams that could cause future flooding of heavily travelled roadways. Many residential homes were heavily damaged, one poultry house had roof damage, and multiple acres of cropland were lost.



The Soil and Water office, along with the County Extension Field Crops agent, travelled to the area to assess the damage. NRCS employees also assessed parts of the county for stream debris and damage to determine its potential to be repaired using the Emergency Watershed Protection program.

OUTREACH AND EDUCATION



The Soil and Water office often partners with the County Extension 4-H office and local schools to engage in youth outreach.

In March, we visited Hobgood Charter School with the mobile soils classroom to teach a group of FFA students all about the soil world. Over the summer we helped 4-H with three summer fun camps: CSI camp, a two-day forestry camp, and a kayaking trip down the Tar River.



EDGECOMBE ATTENDS RCW

Resource Conservation Workshop is a weeklong event on the NC State University campus that involves the study and hands on participation in a wide range of topics about natural resources and their management. Awards and scholarships can be won and are presented to students under several awards programs.



Payden Kiser (left), a Senior at Edgecombe Early College High School, Thomas Bradley (right), a Junior at Faith Christian Academy, attended the 2023 RCW in Raleigh. Both students won first place for their team's conservation plan. Payden won first place in forestry tree measuring and fourth place on the conservation test.

YAY!



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: SEPTEMBER 28, 2023
SUBJECT: MAJOR EVENTS AND IMPORTANT MEETINGS

To give the Board insight into some of the things I have the privilege of doing or participating in, I'm sharing my major events and important meetings over the last month. This is not a complete list of my meetings during the month.

- **Sept. 11th** I met with Amy Robinette and Dr. Mark Cockrell with Northeast Carolina Prep School. They wanted to inform me of some of their school's achievements.
- **Sept. 11th** We held our third Community Engagement Session for our Get Off The Lists initiative. This was a virtual session.
- **Sept. 12th** I facilitated our weekly meeting with our Compensation Plan Committee. This is a group of team members working on the smooth transition and implementation of our new compensation plan and making other improvements in our HR/Payroll processes.
- **Sept. 12th** Monthly Countyline Merger Planning Committee meeting.
- **Sept. 13th** Natalie Bess, Deputy County Manager, and I attended STEP's (Strategic Twin counties Educational Partnership) annual Education and Business Leaders Summit at Nash Community College.
- **Sept 13th** I participated in an Emergency Response training session conducted by our Emergency Services staff along with our Department Heads and other staff.
- **Sept. 14th** I joined Ms. Betty Battle, DSS Director, in interviewing a candidate for the new Social Services Attorney Position.
- **Sept. 18th** Natalie Bess, DCM, Mike Matthews, ACM, and I toured the Rocky Mount Industrial Incubator facility with Superintendent, Dr. Andrew Bryan and his staff.
- **Sept. 26th** I met with Hillary Shirman, State Director for EDA, to discuss grant opportunities.
- **Sept. 26th** Countyline Merger Planning Committee Meeting.
- **Sept. 27th** I presented at the Countyline Merger Community meeting at DS Johnson Elementary.
- **Sept. 28th** Animal Welfare Advisory Board meeting



Economic/Workforce Indicators for Edgecombe County Reported to Commissioners -October 2023 Commissioners Meeting

Jobs		Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Apr-23
Openings (@ date of report)		1642	1944	1877	1785	1566	1545	1635	1573
Previous report total		3097	3326	3407	3324	3243	3087	2835	2919
# Change		139	229	81	-83	-81	-156	-252	84
% Change		4.70%	7.40%	2.40%	-2.40%	-2.40%	-4.80%	-8.10%	3.0%
Workforce									
Labor Force		20223	20202	20240	19905	19905	19905	20013	20,054
Employed		18764	18593	18736	18555	18555	18555	18560	18,779
Unemployed		1459	1609	1504	1350	1350	1350	1453	1,275
Uemployment Rate		7.20%	8%	7.40%	6.80%	6.80%	6.80%	7.30%	6.40%
State Ranking		2	1	2	2	2nd ¹	2nd	1st	5

Jobs		23-May	Jul-23	Aug-23	Sep-23	Oct-23
Openings (@ date of report)		1559	1579	1386	1451	1406
Last month total		2666	2961	3084	2523	2529
# Change		-253	295	123	-561	6
% Change		-9%	11.10%	4.20%	-18%	0.20%
Workforce						
Labor Force		20,078	20165	20246	20246	20035
Employed		18,849	19110	19001	19001	18845
Unemployed		1,229	1055	1245	1245	1190
Uemployment Rate		6.1%	5.2%	6.1%	6.1%	5.90%
State Ranking		5	2	2	2	2

¹ Updated unemployment figures were not available at the this report was prepared

² Tied for 5th with Graham County

³ Tied with Scotland County

⁴ Tied with Halifax County

⁵ Tied with Hyde Co.

⁶ Tied with Wilson Co.

⁷ Tied with Warren County

⁸ Tied with Warren and Vance

⁹ Tied with Warren, Washington & Wilson Co

¹⁰ Tied with Vance Co.

Memorandum

To: TDA Board
From: Lisa Warren, Accounting Specialist
Date: 09/12/2023
Re: Finance Report



In fiscal year-to-date 2024, Edgecombe County has collected a total amount of \$24,304.01 in Occupancy Tax for the TDA. Of these collections, \$15,090.59 was for the month of June 2023 and \$9,213.42 was for July 2022. The July collections totaling \$9,213.42 will be deposited to the TDA bank account at PNC Bank during the week ending September 15th.

Total Expenditures for fiscal year-to-date 2024 through August 31, 2023 equal \$9,360.31.

As of August 31, 2023, the bank statement for the TDA- PNC Bank Account balance was \$292,768.98.

I recommend the TDA vote to approve the Finance report as presented.

Please feel free to contact me with any questions or concerns by email at lisawarren@edgecombeco.com or phone at (252)641-4742 (office).

Tourism Office Budget FY 24

Line Item	Budget	YTD	Funds Remaining
REVENUES			
6% Edgecombe County Occupancy Tax	\$ 115,000.00	\$ 9,213.42	\$ 105,786.58
Grant Awards	\$ -		\$ -
Miscellaneous Revenue	\$ -	\$ -	\$ -
Fund Balance Appropriated	\$ 64,300.00	\$ -	\$ 64,300.00
Other			\$ -
TOTAL REVENUES	\$ 179,300.00	\$ 9,213.42	\$ 170,086.58
EXPENSES			
		YTD	Available Funds
HUMAN RESOURCES			
Payroll			
FICA - .765%			
Retirement 6%			
Group Insurance			
401K Contribution 1%			
Contract Services - Social Media Marketing	\$ 13,100.00	\$ 2,166.00	\$ 10,934.00
Contract with Chamber	\$ 22,200.00	\$ 3,700.00	\$ 18,500.00
Performance Bonus- Executive Director	\$ 3,000.00		\$ 3,000.00
Performance Bonus- Social Media	\$ 3,000.00		\$ 3,000.00
TOTAL HUMAN RESOURCES	\$ 41,300.00	\$ 5,866.00	\$ 35,434.00
OPERATIONS			
Office Supplies	\$ 1,000.00	\$ 173.37	\$ 826.63
Equipment			\$ -
Travel (Mileage) and Lodging	\$ 4,500.00		\$ 4,500.00
Board Meeting Expenses	\$ 1,000.00	\$ 110.35	\$ 889.65
Telephone	\$ -		\$ -
Postage	\$ 1,000.00	\$ 36.80	\$ 963.20
Utilities	\$ -		\$ -
Dues and Subscriptions	\$ 2,750.00		\$ 2,750.00
Data Processing - Web Hosting	\$ 2,200.00		\$ 2,200.00
Rental Equipment	\$ -		\$ -
Misc. Expense	\$ 3,350.00		\$ 3,350.00
Banking Fees	\$ 200.00	\$ 73.79	\$ 126.21
Other Contract Services			\$ -
Legal Expenses			\$ -
Audit	\$ 2,500.00	\$ -	\$ 2,500.00
Total Operations	\$ 18,500.00	\$ 394.31	\$ 18,105.69
Marketing			
Printing - Marketing Materials	\$ 42,000.00	\$ 600.00	\$ 41,400.00
Advertising/Grant Awards	\$ 20,000.00	\$ 2,500.00	\$ 17,500.00
Contract Services - Web Design	\$ -		\$ -
Contract Services - Brochure Design	\$ -		\$ -
Contract Services - Logo Design	\$ -		\$ -
Hotels	\$ 7,500.00		\$ 7,500.00
Social Media Ads	\$ 1,000.00		\$ 1,000.00
Sponsorship	\$ 2,000.00		\$ 2,000.00
WITN	\$ 10,000.00		\$ 10,000.00
RMEC	\$ 5,000.00		\$ 5,000.00
Total Marketing	\$ 87,500.00	\$ 3,100.00	\$ 84,400.00
Asset Development			
Land Purchase			\$ -
Other	\$ -		\$ -
Total Asset Development	\$ -	\$ -	\$ -
Town of Tarboro Allocation	\$ 32,000.00		\$ 32,000.00
		YTD	Available Funds
TOTAL HUMAN RESOURCES	\$ 41,300.00	\$ 5,866.00	\$ 35,434.00
TOTAL OPERATIONS	\$ 18,500.00	\$ 394.31	\$ 18,105.69
TOTAL MARKETING	\$ 87,500.00	\$ 3,100.00	\$ 84,400.00
TOTAL ASSET DEVELOPMENT	\$ -		\$ -
TARBORO ALLOCATION	\$ 32,000.00		\$ 32,000.00
TOTAL EXPENDITURES	\$ 179,300.00	\$ 9,360.31	\$ 169,939.69
Net Gain or Loss	\$ -	\$ 18,573.73	
Fund Balance Remaining	\$ -		

[illegible]

Analysis of the Impact of Federal Inmates on the Detention Center

Total Avg Inmates	220
Avg. Fed Inmates	40
Proportion of Fed Inmates	18%

	FY-23 Actuals		Proportionate Share	
Direct Revenues				
Inmate Housing	\$	1,536,085.00	*	\$
Paytell/Canteen	\$	217,355.00		\$
	\$	1,753,440.00		\$
				1,421,600.40
				1,421,600.40
Direct Expenditures				
Personnel				
Salary	\$	1,720,637.00		
PT Salary	\$	33,588.00		
Holiday Pay	\$	49,252.00		
OT	\$	153,683.00		
FICA	\$	152,165.00		
Longevity		\$37,437		
Retirement	\$	240,048.00		
Insurance	\$	489,443.00		
401K		\$39,390		
Medical/Dental	\$	673,786.00		\$
Uniforms	\$	35,933.00		\$
Food & Supplies	\$	321,925.00		\$
	\$	3,947,287.00		\$
				121,281.48
				6,467.94
				57,946.50
				185,695.92
				185,695.92

Net revenue loss if staff reduced proportionately \$ 711,088.74
Net revenue lost no reduction in staffing \$ 1,235,904.48

*Assuming Fed. Inmates = 90% of Inmate Housing Revenue
** If there are no staff reductions

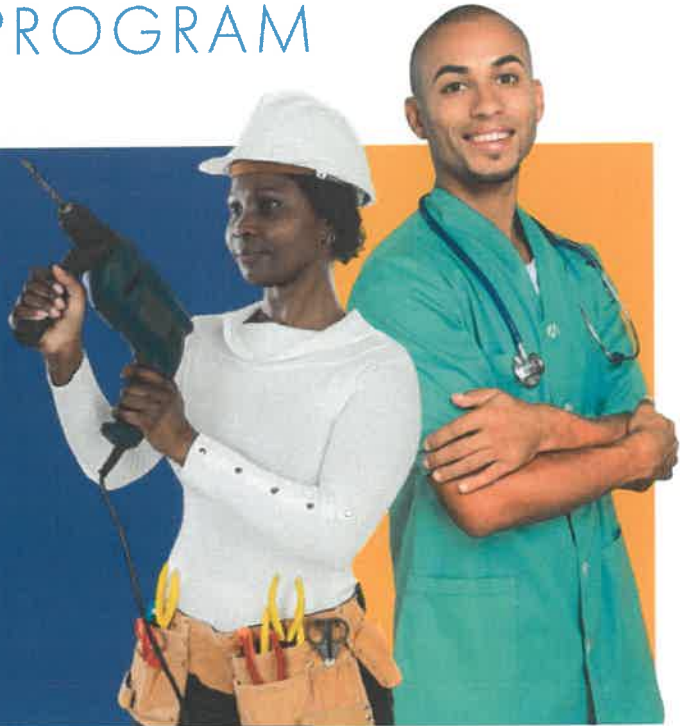


PROMISE PROGRAM

Edgecombe Works! PROMISE PROGRAM

Edgecombe County Residents

- Recent high school graduates
- County employees
- Job seekers
- Underemployed



Edgecombe County wants to help its residents prepare for high demand jobs and achieve a more rewarding life. Through the Edgecombe Works! Promise Program, the county will provide scholarships to help pay for classes at Edgecombe Community College.

For students who qualify, the county will provide **UP TO \$500 PER STUDENT** per program for these programs:

Autobody Repair Academy
Community Health Worker
Construction Academy
Emergency Medical Technician
Facility Maintenance Technician
Forklift Operator
HVAC Academy

Medication Aide
Nail Technician
Natural Hair Care
Nurse Aide I & II
Phlebotomy
Real Estate Pre-Licensing
Welding

For students who qualify, the county also will provide **UP TO \$1,000 PER STUDENT** per semester for students enrolled in a college credit earning program.

After tuition and fees, Promise Program dollars may be used for books, transportation, childcare, and other needs. Edgecombe Community College will provide personalized support, and Edgecombe County's career navigator will provide career assistance.

The county is also assisting county employees who qualify with support to upskill themselves through Earn as You Learn and Academy programs.

Current funding ends June 30, 2024.



REACH OUT TODAY!



(252) 618-6526



edgecombeworks@edgecombe.edu



edgecombe.edu/edgecombeworks

Community

Edgewcombe Works!

[ECC Cosmetic Arts Salon](#)[Edgewcombe Community
College Foundation](#)[Edgewcombe Performance
Series](#)

Edgewcombe Works!

[Post a Job](#)[Rent a Facility](#)[Sustainability](#)

Edgewcombe Works!

Promise Program

Edgewcombe County Residents

- Recent high school graduates
- County employees
- Job Seekers
- Underemployed



Edgewcombe County wants to help its residents prepare for high demand jobs and achieve a more rewarding life. Through the Edgewcombe Works! Promise Program, the county will provide scholarships to help pay for classes at Edgewcombe Community College.

For students who qualify, the county will provide **UP TO \$500 PER STUDENT** per program for these programs:

Autobody Repair Academy
Medication Aide
Community Health Worker
Nail Technician
Construction Academy

Nurse Aide I & II
Facility Maintenance Technician
Phlebotomy
Forklift Operator

program.

After tuition and fees, Promise Program dollars may be used for books, transportation, childcare, and other needs. Edgecombe Community College will provide personalized support, and Edgecombe County's Career Navigator will provide career assistance.

The county is also assisting county employees who qualify with support to upskill themselves through Earn as You Learn and Academy programs.

Current funding ends June 30, 2024.

Reach out today!

(252) 618-6526

edgecombeworks@edgecombe.edu



CONTACT

(252) 823-5166 (General)
admissions@edgecombe.edu

TARBORO CAMPUS

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Tarboro, NC 27886

(252) 823-6817 (Fax)