Nash County Board of Commissioners

Regular Board Meeting

May 02, 2022 at 9:00 AM

Claude Mayo, Jr. Administrative Building

3rd Floor – Frederick B. Cooper Jr. Commissioners Room

120 West Washington Street

Nashville, North Carolina

Citizens with disabilities requiring assistance to participate in public meetings should contact the County Manager’s office.
May 02, 2022 Regular Board Meeting

1. **Call to Order**  
   Chairman Robbie B. Davis

2. **Invocation**  
   Commissioner Gwen Wilkins

3. **Pledge of Allegiance**  
   Vice Chairman Wayne Outlaw

4. **Approval of Minutes**  
   Regular Meeting Minutes of April 4, 2022

5. **Public Comment**

6. **Commendation Award**  
   Major Miste Strickland

7. **Resolution Authorizing Acceptance of a Grant Award from the Firehouse Subs Public Safety Foundation Board of Directors**  
   Major Eddie Moore

8. **National Emergency Medical Services Week by the Commissioners of Nash County a Proclamation**  
   Scott Rogers, Emergency Services Director  
   Scott Strufe, Emergency Medical Services Director

9. **Public Hearing on Conditional Rezoning Request CZ-220402: 1313 N NC Highway 58**  
   Adam Tyson, Planning Director

10. **Public Hearing on UDO Text Amendment Request A-220401: Tattoo Parlors**  
    Adam Tyson, Planning Director

11. **Request to Extend Conditional Use Permit CU-200101: East Nash PV Solar Farm**  
    Adam Tyson, Planning Director

12. **Nash County Resolution Opposing the Omission of Left Turn Lanes at the Old Carriage Road and Sunset Avenue Intersection**  
    Commissioner Wayne Outlaw

13. **Monthly Tax Report**  
    Doris Sumner, Tax Administrator

14. **Tax Refunds**  
    Doris Sumner, Tax Administrator
15. **11:00AM Board of Equalization and Review**  
   Swearing In By Linda Thorne, Clerk of Superior Court  
   Doris Sumner, Tax Administrator

16. **Salary Study Presentation**  
   Anison Kirkland, Human Resources Director  
   Russell Campbell, Executive Vice President, MAG International, Inc.

17. **NCDEQ Merger/Regionalization Study Grant Agreement**  
   Jonathan Boone, Public Utilities and Facilities Director

18. **Nash County Detention Facility Additions & Renovations Change Order**  
   Jonathan Boone, Public Utilities and Facilities Director

19. **Recommendation of Award - Nash County Pet Connection Center Bid Award**  
   Jonathan Boone, Public Utilities and Facilities Director

20. **Discussion of Recently Implemented Convenience Center Permit Program**  
   Bill Hill, Health Director

21. **Nash County State and Local Fiscal Recovery Funds (SLFRF)/American Rescue Plan Act (ARPA) Committee Update**  
   Catryna Whitehurst, ARPA Grant Administrator

22. **Excise Tax Refund Request**  
   Donna Wood, Finance Officer

23. **FY 2021-2022 Audit Contract**  
   Donna Wood, Finance Officer

24. **2020 Essential Single-Family Rehabilitation Loan Pool Project Ordinance Amendment**  
   Donna Wood, Finance Officer

25. **Northern Nash Water System Project Amendment**  
   Donna Wood, Finance Officer

26. **Budget Amendments**  
   Donna Wood, Finance Director

27. **Approval of Land Transfer to Nash Community College**  
   Stacie Shatzer, County Manager  
   Vince Durham, County Attorney

28. **Elect a Voting Delegate to the NACo Annual Business Meeting**  
   Stacie Shatzer, County Manager
29. **Board Appointments**  
Stacie Shatzer, County Manager

30. **Commissioner Comments**

31. **Manager's Report**  
Stacie Shatzer, County Manager

32. **Closed Session**

Closed session as permitted by NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege; and NCGS 143-318.11(a)(4) for the discussion of matters relating to economic development and the location or expansion of industries or other businesses in the County.

33. **Recess Until Tuesday, May 3, 2022 at 6:00pm at the Red Oak Fire Department for a Joint Meeting with NCPS and NCC**
Item: Commendation Award

Initiated by: Sheriff Keith Stone
Presented by: Major Miste Strickland

Action Proposed: Award Commendation

**Description:**

In Honor, Appreciation, and Recognition of the hard work, dedication and diligence displayed by Sergeant Joshua Trull during the course of the investigation into the Homicide of Jaleel Taqee Evans, Sumner Road Castalia, NC.

Sergeant Joshua Trull dedicated countless man hours leaving no stone unturned. Sergeant Joshua Trull displayed outstanding forethought and ingenuity to execute multiple court orders and search warrants to discover the truth and make a solid arrest of Mekwan Knar-Dontec Battle for this heinous crime.

Sergeant Joshua Trull is a true asset to the State of North Carolina and Nash County. His professionalism is beyond dispute.

For this Honor the Nash County Sheriff’s Office and the Citizens of Nash County, present to Sergeant Joshua Trull the Award of Honor for Public Safety.
Item: Resolution Authorizing Acceptance of a Grant Award from the Firehouse Subs Public Safety Foundation Board of Directors

Initiated By: Major Eddie Moore

Action Proposed: Adopt the Resolution

Description:

The Nash County Sheriff’s Office was awarded an equipment grant for a Polaris Ranger from the Firehouse Subs Public Safety Foundation Board of Directors. This grant does not require matching funds from the County.

The proposed resolution authorizes the acceptance of the grant award.

Recommendation:

Adopt the resolution to accept the grant award.
WHEREAS, the Firehouse Subs Public Safety Foundation Board of Directors approved the Nash County Sheriff’s Office application for the Lifesaving Equipment Grant; and

WHEREAS, the Lifesaving Equipment Grant intends to provide law enforcement, first responders and public safety organizations with lifesaving equipment to enhance operational response capabilities and to protect the health and safety of the public and personnel.

WHEREAS, the Nash County Sheriff’s Office requested a Polaris Ranger 1000 XP Crew with roof, windshield, rear panel glass, winch & accessories valued at up to $22,484.85; and

WHEREAS, Nash County (the “County”) does not have a matching requirement to contribute upon accepting the grant award.

NOW THEREFORE BE IT RESOLVED, BY THE NASH COUNTY BOARD OF COMMISSIONERS THAT:

1. The County accepts the Lifesaving Equipment Grant award from the Firehouse Safety Subs Public Safety Foundation Board of Directors in the form of the aforementioned equipment valued at up to $22,484.85.

2. The County authorizes no grant matching funds.

Adopted this the 2nd day of May, 2022.

____________________________
Robbie B. Davis, Chairman

ATTEST:

____________________________
Janice Evans, Clerk to the Board
Item: National Emergency Medical Services Week by the Commissioners of Nash County a Proclamation

Initiated By: Scott Rogers, Emergency Services Director
Presented By: Scott Strufe, Emergency Medical Services Director

Action Proposed: Approval

Description:

May 15-21, 2022, is the 47th annual National EMS Week. In 1974, President Gerald Ford authorized EMS Week to celebrate EMS practitioners and the important work they do in our nation's communities.

We ask the attached proclamation serve as an official acknowledgement and message of appreciation to the staff of Nash County EMS.
WHEREAS, Nash County Emergency Medical Services is a vital public service; and

WHEREAS, the staff of Nash County Emergency Medical Services is ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the Nash County Emergency Medical Services system consists of fire department first responders, emergency medical technicians, paramedics, educators, administrators, and others; and

WHEREAS, the staff of Nash County Emergency Medical Services engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of our Nash County Emergency Medical Services providers by designating Emergency Medical Services Week;

WHEREAS, the dedicated staff of Nash County Emergency Medical Services are working courageously every day in these uncertain times. The coronavirus pandemic has increased the demands on our EMS staff. They remain undeterred in their efforts to deliver critical care and comfort to our citizens. Our EMS staff have often been the first point of contact with patients who are experiencing coronavirus symptoms. During this unprecedented time, we are inspired by their sense of duty, selfless service, and sacrifice.

NOW THEREFORE BE IT RESOLVED, that the Nash County Board of Commissioners does hereby proclaim the week of May 15-21, 2022, as “EMERGENCY MEDICAL SERVICES WEEK” in Nash County. We encourage all county residents to observe this occasion by showing their support and appreciation to our EMS staff.

This the 2th day of May, 2022.

______________________________
Robbie B. Davis, Chairman

ATTEST:
Nash County Board of Commissioners

______________________________
Janice Evans, Clerk to the Board
Nash County
Commissioner’s Agenda Information Sheet
Date: May 2, 2022

Item: Public Hearing on Conditional Rezoning Request CZ-220402:
1313 N NC Highway 58

Initiated By: Adam Tyson, Planning Director

Actions Proposed: Hold a legislative public hearing, adopt a statement of plan
consistency and reasonableness, and approve or deny the zoning
map amendment.

Notice of Public Hearing:

Mailed Notice: April 21, 2022 (To Property Owners within 600 Feet)
Published Notice: April 21, 2022 & April 28, 2022 (Rocky Mount Telegram)
April 21, 2022 (The Nashville Graphic)
Posted Notice: April 21, 2022 (On the Subject Property)

Property Tax ID: PIN # 289100971061 / Parcel ID # 104902

Commissioner District: District #1 – Marvin C. Arrington

Description of the Subject Property:

The subject property is a 1.91-acre tract of land recently purchased by Flat Tire
Enterprises, LLC and located at 1313 N NC Highway 58, just northwest of the Town of
Nashville.

The property includes an existing commercial building that was formerly the site of Bell’s
Small Engine & Hardware before the business relocated in 2020 to the newer Ace
Hardware Store inside Nashville at 700 E Washington St.

The property was previously rezoned by the Board of Commissioners in March 2008
(Case File #CU-080202) at the request of Mr. Jeremy Bell, the former property owner,
from A1 (Agricultural) to RC-CU (Rural Commercial Conditional Use).

The following specific commercial land uses were approved for development on the site
at that time: light equipment repair (ex. lawn mower repair); equipment rental and
leasing (no outdoor storage); miscellaneous retail sales; and office use (not otherwise
classified).
Description of the Rezoning Request:

Conditional Rezoning Request CZ-220402 was submitted by Mr. Gary W. Atkinson, the property owner and owner of Crystal Clear Swimming Pools, in order to add two additional uses – contractor (no outdoor storage) and beauty shop – to the list of commercial land uses already permitted on the subject property.

These two commercial land uses are similar to and likely no more intensive in nature than those previously allowed on the site.

The applicant is not proposing any expansion of the existing facility or changes to the approved site plan at this time.

The “conditional” nature of this rezoning request allows for the attachment of reasonable, site-specific development conditions with the consent of the applicant.

Land Development Plan Consistency:

Conditional Rezoning Request CZ-220402 is partially consistent with the recommendations of the Nash County Land Development Plan (LDP) because:

(1) The LDP designates the subject property as Suburban Growth Area.

(2) The request is consistent with the recommendations of the LDP for the Suburban Growth Area because:

   (a) The commercial use of the subject property is limited in scope by the conditional nature of the request.
   (b) The subject property has frontage along and direct access to N NC Highway 58, a major state highway.
   (c) The subject property has potential access to Town of Nashville public water and sewer utility service.

(3) The request is inconsistent with the recommendations of the LDP for the Suburban Growth Area because:

   (a) The subject property is not located at a major intersection.
(b) The subject property is not located in proximity to other similar commercial or nonresidential land uses.
(c) The subject property does not have significant spatial separation from the existing residential dwelling located directly across the highway.

Analysis of Reasonableness and “Spot Zoning”:

Conditional Rezoning Request CZ-220402 may be considered reasonable “spot zoning” and in the public interest because:

(1) The Board of Commissioners previously determined that the initial rezoning of the subject property for conditional commercial use in 2008 (Case File #CU-080202) was reasonable because it allowed the growth and expansion of a pre-existing equipment repair business that was legally established and operating on the opposite side of the highway at that time.

(2) The commercial use of the subject property has continued since 2008 and approval of the current request would allow the re-use of an existing, viable commercial building.

(3) The proposed additional commercial land uses – contractor (no outdoor storage) and beauty shop – are similar to and likely no more intensive in nature than those uses already permitted on the subject site.

TRC Recommendation:

The Nash County Technical Review Committee (TRC) considered Conditional Rezoning Request CZ-220402 on April 11, 2022 and recommended APPROVAL, subject to the suggested development conditions.

Planning Board Recommendation:

The Nash County Planning Board considered Conditional Rezoning Request CZ-220402 on April 19, 2022.

Mr. Atkinson, the applicant, addressed the Board in support of the request and was the only speaker on this item.
The Planning Board voted unanimously to recommend **APPROVAL** of the request and the suggested statement of plan consistency and reasonableness, subject to the recommended development conditions.

**Suggested Motions:**

**MOTION TO **APPROVE** THE ZONING MAP AMENDMENT:**

*I move that the Nash County Board of Commissioners **APPROVE** Conditional Rezoning Request CZ-220402 to rezone the specified property to RC-CZ to authorize its use for contractor with no outdoor storage and beauty shop in addition to the other commercial land uses previously approved for this location and the statement of plan consistency and reasonableness below, subject to the following development conditions.*

**Statement of Plan Consistency and Reasonableness:**

Conditional Rezoning Request CZ-220402 is:

(1) Partially consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   (a) The LDP designates the subject property as Suburban Growth Area.
   (b) The request is consistent with the recommendations of the LDP for the Suburban Growth Area because:
      (i) The commercial use of the subject property is limited in scope by the conditional nature of the request.
      (ii) The subject property has frontage along and direct access to N NC Highway 58, a major state highway.
      (iii) The subject property has potential access to Town of Nashville public water and sewer utility service.
   (c) The request is inconsistent with the recommendations of the LDP for the Suburban Growth Area because:
      (i) The subject property is not located at a major intersection.
      (ii) The subject property is not located in proximity to other similar commercial or nonresidential land uses.
      (iii) The subject property does not have significant spatial separation from the existing residential dwelling located directly across the highway.

(2) Reasonable “spot zoning” and in the public interest because:
   (a) The Board of Commissioners previously determined that the initial rezoning of the subject property for conditional commercial use in 2008 (Case File #CU-080202) was reasonable because it allowed the growth and expansion of a pre-
existing equipment repair business that was legally established and operating on the opposite side of the highway at that time.

(b) The commercial use of the subject property has continued since 2008 and approval of the current request would allow the re-use of an existing, viable commercial building.

(c) The proposed additional commercial land uses – contractor (no outdoor storage) and beauty shop – are similar to and likely no more intensive in nature than those uses already permitted on the subject site.

Development Conditions:

(1) The subject property is approved for the development of the following commercial land uses only: light equipment repair (ex. lawn mower repair), equipment rental & leasing (no outdoor storage), miscellaneous retail sales, office use (not otherwise classified), contractor (no outdoor storage), and/or beauty shop.

(2) The subject property shall be developed in accordance with the approved site plan only.

--- OR ---

MOTION TO DENY THE ZONING MAP AMENDMENT:

I move that the Nash County Board of Commissioners DENY Conditional Rezoning Request CZ-220402 to rezone the specified property to RC-CZ and adopt the statement of plan consistency and reasonableness below.

Statement of Plan Consistency and Reasonableness:
Conditional Rezoning Request CZ-220402 is:

(1) Partially consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
(a) The LDP designates the subject property as Suburban Growth Area.
(b) The request is consistent with the recommendations of the LDP for the Suburban Growth Area because:
(i) The commercial use of the subject property is limited in scope by the conditional nature of the request.
(ii) The subject property has frontage along and direct access to N NC Highway 58, a major state highway.
(iii) The subject property has potential access to Town of Nashville public water and sewer utility service.
(c) The request is inconsistent with the recommendations of the LDP for the Suburban Growth Area because:
   (i) The subject property is not located at a major intersection.
   (ii) The subject property is not located in proximity to other similar commercial or nonresidential land uses.
   (iii) The subject property does not have significant spatial separation from the existing residential dwelling located directly across the highway.; BUT

(2) **Unreasonable “spot zoning” and not in the public interest because:** (List specific reasons related to the proposal’s requested land uses, site design, and/or its incompatibility with the adjacent and surrounding area.)
Conditional Rezoning Request CZ-220402
Property of Flat Tire Enterprises, LLC
Aerial Photograph

1.91 Acres
To Be Rezoned
From RC-CU
To RC-CZ
For Contractor
& Beauty Shop
Conditional Rezoning Request CZ-220402
Property of Flat Tire Enterprises, LLC
Zoning Map

1.91 Acres
To Be Rezoned
From RC-CU
To RC-CZ
For Contractor & Beauty Shop

RC - CU
(Conditional Use)

A1
(Agricultural)
Conditional Rezoning Request CZ-220402
Property of Flat Tire Enterprises, LLC
Land Development Plan Map

1.91 Acres
To Be Rezoned
From RC-CU
To RC-CZ
For Contractor & Beauty Shop

SUBURBAN GROWTH AREA
Conditional Rezoning Request CZ-220402
Property of Flat Tire Enterprises, LLC
Site Plan
Item: Public Hearing on UDO Text Amendment Request A-220401: Tattoo Parlors

Initiated By: Adam Tyson, Planning Director

Actions Proposed: Hold a legislative public hearing, adopt a statement of plan consistency, and approve or deny the text amendment.

Notice of Public Hearing:

Published Notice: April 20, 2022 (The Enterprise)
April 21, 2022 (The Nashville Graphic)
April 21, 2022 & April 28, 2022 (Rocky Mount Telegram)

Description of the Proposed Text Amendment:

Ms. Donna Moore is the owner of the property located at 4495 US Highway 264A, Bailey NC 27807, which was recently rezoned by the Board of Commissioners in September 2021 (Case File #Z-210801) from LI (Light Industrial) to GC (General Commercial). The existing building, which was previously used as a machine shop, is now being used for an automobile towing and repair service. The operators also desire to add a tattoo parlor at this location as well.

However, the Table of Permitted Uses found in the Nash County Unified Development Ordinance (UDO) does not currently list a land use similar to a tattoo parlor.

Therefore, Ms. Moore has submitted UDO Text Amendment Request A-220401 to add tattoo parlor as a land use permitted by right in the GC (General Commercial) Zoning District.

UDO Section 9-3.1(B)(2) states that, “If the Zoning Administrator should determine that a use is not listed and is not similar to a use in the Permitted Use Table, then said use is prohibited."

However, previous North Carolina court decisions caution that a jurisdiction should first make a plausible, legitimate justification that a particular land use is either a nuisance or an inherent threat to the public health, safety, or general welfare, before completely excluding that land use from development.
When adding a new land use to the Table of Permitted Uses, the Board of Commissioners may choose which zoning districts the use will be allowed in as well as any development standards that should be required for that land use (such as separation distances, screening, etc.)

Proposed Text Amendment (Changes Highlighted):

NASH COUNTY UNIFIED DEVELOPMENT ORDINANCE
ARTICLE IX – ZONING

NOTE: For context, the proposed new land use – tattoo parlor – is listed below alongside the most similar land uses already included in the table.

Table 9-3-1: Table of Permitted Uses (Excerpt):

<table>
<thead>
<tr>
<th>LAND USE TYPE</th>
<th>REF. SIC</th>
<th>ZONING DISTRICTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS, PROFESSIONAL &amp; PERSONAL SERVICES</td>
<td></td>
<td>OI   RC   GC</td>
</tr>
<tr>
<td>Barber Shop</td>
<td>7241</td>
<td>P    P    P</td>
</tr>
<tr>
<td>Beauty Shop</td>
<td>7231</td>
<td>P    P    P</td>
</tr>
<tr>
<td>Medical, Dental or Related Office</td>
<td>8000</td>
<td>P    P    P</td>
</tr>
<tr>
<td>Tattoo Parlor</td>
<td>7299</td>
<td>P</td>
</tr>
</tbody>
</table>

P = Use Permitted by Zoning Permit
D = Use Permitted by Zoning Permit with Development Standards
S = Special Use Permit Required
C = Conditional Zone Required

Land Development Plan Consistency:

UDO Text Amendment Request A-220401 is neither consistent nor inconsistent with the recommendations of the Nash County Land Development Plan, because the plan does not address tattoo parlors as a specific commercial land use.
TRC Recommendation:

The Nash County Technical Review Committee (TRC) considered UDO Text Amendment Request A-220401 on April 11, 2022 and recommended **APPROVAL**.

Planning Board Recommendation:

The Nash County Planning Board considered UDO Text Amendment Request A-220401 on April 19, 2022 and voted unanimously to recommend **APPROVAL** of the request and the suggested statement of plan consistency below.

Suggested Motion:

*I move that the Nash County Board of Commissioners **APPROVE** or **DENY** (choose one) UDO Text Amendment Request A-220401 to add tattoo parlor as a land use permitted by right in the GC (General Commercial) Zoning District and adopt the following statement of plan consistency.*

Statement of Plan Consistency:

UDO Text Amendment Request A-220401 is neither consistent nor inconsistent with the recommendations of the Nash County Land Development Plan, because the plan does not address tattoo parlors as a specific commercial land use.
Item: Request to Extend Conditional Use Permit CU-200101: East Nash PV Solar Farm

Initiated By: Adam Tyson, Planning Director

Action Proposed: Approve or deny the permit extension request.
(No public hearing is required.)

Property Tax ID #: PIN # 286000891057 / Parcel ID # 005662
PIN # 286000764551 / Parcel ID # 009652
PIN # 287000092021 / Parcel ID # 005334

Description of the Request:

The Nash County Board of Commissioners issued Conditional Use Permit CU-200101 initially on February 3, 2020 for the development of the northern portion of the East Nash PV Solar Farm to be located on approximately 183 acres south of N Old Franklin Rd. The southern portion of the solar farm would be located in the Town of Spring Hope’s extraterritorial jurisdiction (ETJ) and, therefore, subject to the town’s development regulations.

The Board later amended the permit on June 1, 2020 to expand the solar farm project to include an additional approximately 33.6 acres extending east to Bass Rd.

The issuance and then amendment of the permit established a two (2) year vested right period within which the solar farm facility could begin construction, but the permit is now set to expire on June 1, 2022.

In response, Pine Gate Renewables, the project developer, has requested a one-year extension of Conditional Use Permit CU-200101 in order to allow the permit to remain valid through June 1, 2023.

Since the permit was issued (and amended), the developer has continued to pursue the development of the project by securing an NCDOT Driveway Permit and an NCDEQ Stream Buffer Determination, by preparing and submitting an Erosion & Sediment Control Plan for review, and by having the special use permit issued for the southern portion of the project amended by the Town of Spring Hope.
The developer is continuing to work with Duke Energy to secure the necessary interconnection agreement and to determine the utility interconnection upgrades that will be required to connect the solar farm to the existing infrastructure.

Construction on the first phase is anticipated to begin in Summer 2022 and construction on the second phase is planned for Summer 2023.

**Ordinance Requirements for Permit Extension:**

In accordance with Article IV, Section 4-10 (C) of the Nash County Unified Development Ordinance, the Board of Commissioners, as the permit-issuing authority, may extend for a period up to one year the date when a conditional use permit would otherwise expire, if it concludes that:

1. The permit has not yet expired;
2. The permit recipient has proceeded with due diligence and in good faith; and
3. Conditions have not changed so substantially as to warrant a new application.

Permit extensions may be granted without the submittal of any new applications or fees and without holding any further public hearings. There is no limit on the number of permit extensions that may be granted for a particular project. A permit extension does not alter any of the conditions attached to the original permit, which shall remain in effect.

**Suggested Motion:**

*I move that the Nash County Board of Commissioners APPROVE or DENY (choose one) the request to extend the expiration date of Conditional Use Permit CU-200101 issued for the development of the East Nash PV Solar Farm for an additional one-year period from June 1, 2022 to June 1, 2023.*
Conditional Use Permit CU-200101
East Nash PV Solar Farm

Area in Nash County's Jurisdiction
Approx. 217 Acres

Area in Town of Spring Hope's Jurisdiction
Item: Nash County Resolution Opposing the Omission of Left Turn Lanes at the Old Carriage Road and Sunset Avenue Intersection

Initiated By: Commissioner Wayne Outlaw

Action Proposed: Adopt the Resolution

Description:

The attached resolution requests the North Carolina Department of Transportation, The Office of the Governor of North Carolina and the North Carolina General Assembly to further investigate alternatives to the existing plans for the intersection at Old Carriage Road and Sunset Avenue and reinstate left turn lanes at this intersection. Board Members, especially myself, have heard from the business owners located and owning property at this intersection who confidently predict the undesirable effects removing left turn lanes will create.

In addition to adversely impacting those businesses located at that intersection, the new, long-awaited exit off of Interstate 95 at Sunset Avenue will become known to travelers as the exit to avoid. The inconveniences resulting from removing left turn lanes will be noted and travelers will condition themselves to not use the exit in the future.

I would like to read the resolution for your consideration.
NASH COUNTY RESOLUTION OPPOSING THE OMISSION OF LEFT TURN LANES AT THE OLD CARRIAGE ROAD AND SUNSET AVENUE INTERSECTION

WHEREAS, it is in the interest of Nash County that residents, visitors, and commercial traffic have easy, safe, efficient and economical access to travel and roadway systems throughout the region; and,

WHEREAS, it is important to Nash County to support businesses along the travel routes in the County; and

WHEREAS, Nash County depends upon the sales and gas tax benefits and revenues of the motoring public at commercial establishments in Nash County along and near travel routes to fund services within the County; and

WHEREAS, the Nash County Board of Commissioners has been contacted by all of the business owners at the Old Carriage Road and Sunset Avenue intersection; and

WHEREAS, these business owners feel that the revised plan to eliminate all left turn lanes at this intersection will create confusion, impose undue inconvenience and seriously adversely affect their business interest; and

WHEREAS, the Nash County Board of Commissioners strongly opposes any plan that will prove to be detrimental to local businesses, such as limiting the flow of ingress and egress to these businesses.

NOW, THEREFORE, BE IT RESOLVED that the Nash County Board of Commissioners does hereby request the North Carolina Department of Transportation, Office of the Governor, and the North Carolina General Assembly further investigate alternatives to the revised plans for the intersection at Old Carriage Road and Sunset Avenue in Nash County, North Carolina and reinstate left turn lanes as per the original plans at this intersection.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the North Carolina Department of Transportation, The Office of the Governor of North Carolina and to members of the North Carolina Senate and House of Representatives who serve Nash County.

Adopted this the 2nd day of May, 2022.

ATTEST:

Robbie B. Davis, Chairman
Nash County Board of Commissioners

Janice Evans, Clerk to the Board
Item: Monthly Report

Initiated By: Doris Sumner, Tax Administrator

Action Proposed: Information only

Description:

In keeping with G.S. 105-360(7), the tax collector will be providing a monthly report showing the amount of taxes collected and efforts being made to collect taxes. This report is designed to keep the board current on activities in the tax collector’s office. The report is for your information only and does not require approval. It is recommended that you accept the report so that it will be noted in the minutes.
MONTHLY REPORT OF TAX COLLECTOR

Among the duties of the Tax Collector is:

G.S. 105 – 350 (7) to submit to the governing body at each of its regular meetings a report of the amount he has collected on each year’s taxes with which he is charged, the amount remaining uncollected and the steps he is taking to encourage or enforce payment of uncollected taxes.

STEPS BEING TAKEN TO COLLECT:

All legal enforcement procedures prescribed by law including garnishment, levy attachment to bank account, certifying to other counties and foreclosure of real estate.
### MONTH OF MARCH 2022 YEAR TO DATE COMMISSIONERS REPORT

**NASH COUNTY TAX DEPARTMENT**

<table>
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<th>Item</th>
<th>TAX YEAR 2020</th>
<th>TAX YEAR 2021</th>
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<td>COLLECTED JULY 1, 2020- MARCH 31, 2021</td>
<td>COLLECTED JULY 1, 2021 - MARCH 31, 2022</td>
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<td>(YTD RELEASES)</td>
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<td>$ (354,229.69)</td>
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<td>(YTD DISC/WO)</td>
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<tr>
<td>YTD PAYMENTS</td>
<td>$ 45,998,412.91</td>
<td>$ 47,031,666.82</td>
</tr>
<tr>
<td>(YTD REFUNDS)</td>
<td>$ (39,614.44)</td>
<td>$ (59,223.43)</td>
</tr>
<tr>
<td>YTD T &amp; TT PAYMENTS</td>
<td>$ 5,543,069.69</td>
<td>$ 5,651,138.20</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td>$ 51,501,868.16</td>
<td>$ 52,623,581.59</td>
</tr>
<tr>
<td><strong>YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$ 52,532,968.47</td>
<td>$ 53,551,732.73</td>
</tr>
<tr>
<td>(TOTAL COLLECTIONS)</td>
<td>$ (51,501,868.16)</td>
<td>$ (52,623,581.59)</td>
</tr>
<tr>
<td><strong>YTD RECEIVABLES</strong></td>
<td>$ 1,031,100.31</td>
<td>$ 928,151.14</td>
</tr>
<tr>
<td><strong>COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY</strong></td>
<td>98.04%</td>
<td>98.27%</td>
</tr>
</tbody>
</table>
MONTH OF MARCH 2022 YEAR TO DATE COMMISSIONERS REPORT
NASH COUNTY TAX DEPARTMENT

<table>
<thead>
<tr>
<th>Prior Years</th>
<th>NASH COUNTY</th>
<th>Collected July 1, 2020 - March 31, 2021</th>
<th>Prior Years</th>
<th>NASH COUNTY</th>
<th>Collected July 1, 2021 - March 31, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING REC</td>
<td>$ 2,972,675.16</td>
<td>$ 2,527,128.96</td>
<td>BEGINNING REC</td>
<td>$ 2,977,795.38</td>
<td>$ 2,526,844.57</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>$ 56.34</td>
<td>$ 56.34</td>
<td>YTD LEVY &amp; PENALTY</td>
<td>$ 56.34</td>
<td>$ 56.34</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>$ 7,274.99</td>
<td>$ 7,274.99</td>
<td>YTD ADJUSTMENTS</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>$ (2,211.08)</td>
<td>$ (284.39)</td>
<td>(YTD RELEASES)</td>
<td>$ (2,211.08)</td>
<td>$ (284.39)</td>
</tr>
<tr>
<td>(YTD DISC/WO)</td>
<td>$ (0.03)</td>
<td>$ -</td>
<td>(YTD DISC/WO)</td>
<td>$ (0.03)</td>
<td>$ -</td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$ 2,977,795.38</td>
<td>$ 2,526,844.57</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS

| YTD PAYMENTS | $ 544,949.76 | $ 357,173.60 |
| YTD REFUNDS | $ (17,159.00) | $ (3,739.86) |
| TOTAL COLLECTIONS | $ 527,790.76 | $ 353,433.74 |

YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS

| TOTAL LEVY | $ 2,977,795.38 | $ 2,526,844.57 |
| (TOTAL COLLECTIONS) | $ (527,790.76) | $ (353,433.74) |
| YTD RECEIVABLES | $ 2,450,004.62 | $ 2,173,410.83 |

COLLECTIONS PERCENTAGE = TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY

| TOTAL LEVY | 17.72% | 13.99% |
### NASH COUNTY TAX DEPARTMENT

#### MONTH OF MARCH 2022 YEAR TO DATE COMMISSIONERS REPORT

<table>
<thead>
<tr>
<th></th>
<th>ALL YEARS</th>
<th>COLLECTED JULY 1, 2020 - MARCH 31, 2021</th>
<th>NASH COUNTY</th>
<th>COLLECTED JULY 1, 2021 - MARCH 31, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEGINNING REC</strong></td>
<td>$2,972,675.16</td>
<td>$2,527,128.96</td>
<td><strong>BEGINNING REC</strong></td>
<td>$48,251,307.52</td>
</tr>
<tr>
<td><strong>YTD LEVY &amp; PENALTY</strong></td>
<td>$47,144,481.69</td>
<td>$3,516.70</td>
<td><strong>YTD LEVY &amp; PENALTY</strong></td>
<td>$5,651,138.20</td>
</tr>
<tr>
<td><strong>YTD ADJUSTMENT</strong></td>
<td>$18,120.87</td>
<td></td>
<td><strong>YTD ADJUSTMENTS</strong></td>
<td>$3,160.70</td>
</tr>
<tr>
<td><strong>(YTD RELEASES)</strong></td>
<td>$(167,359.21)</td>
<td></td>
<td><strong>(YTD RELEASES)</strong></td>
<td>$(354,514.08)</td>
</tr>
<tr>
<td><strong>(YTD DISC/WO)</strong></td>
<td>$(224.35)</td>
<td></td>
<td><strong>(YTD DISC/WO)</strong></td>
<td>$-</td>
</tr>
<tr>
<td><strong>YTD T &amp; TT LEVY</strong></td>
<td>$5,543,069.69</td>
<td></td>
<td><strong>YTD T &amp; TT LEVY</strong></td>
<td>$5,651,138.20</td>
</tr>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td>$55,510,763.85</td>
<td></td>
<td><strong>TOTAL LEVY</strong></td>
<td>$56,078,577.30</td>
</tr>
</tbody>
</table>

**TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS**

<table>
<thead>
<tr>
<th></th>
<th>ALL YEARS</th>
<th>COLLECTED JULY 1, 2020 - MARCH 31, 2021</th>
<th>NASH COUNTY</th>
<th>COLLECTED JULY 1, 2021 - MARCH 31, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>YTD PAYMENTS</strong></td>
<td>$46,543,362.67</td>
<td></td>
<td><strong>YTD PAYMENTS</strong></td>
<td>$47,388,840.42</td>
</tr>
<tr>
<td><strong>(YTD REFUNDS)</strong></td>
<td>$(56,773.44)</td>
<td></td>
<td><strong>YTD REFUNDS</strong></td>
<td>$(62,963.29)</td>
</tr>
<tr>
<td><strong>YTD T &amp; TT PAYMENTS</strong></td>
<td>$5,543,069.69</td>
<td></td>
<td><strong>YTD T &amp; TT PAYMENTS</strong></td>
<td>$5,651,138.20</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td>$52,029,658.92</td>
<td></td>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td>$52,977,015.33</td>
</tr>
</tbody>
</table>

**YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS**

<table>
<thead>
<tr>
<th></th>
<th>ALL YEARS</th>
<th>COLLECTED JULY 1, 2020 - MARCH 31, 2021</th>
<th>NASH COUNTY</th>
<th>COLLECTED JULY 1, 2021 - MARCH 31, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td>$55,510,763.85</td>
<td></td>
<td><strong>TOTAL LEVY</strong></td>
<td>$56,078,577.30</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td>$(52,029,658.92)</td>
<td></td>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td>$(52,977,015.33)</td>
</tr>
<tr>
<td><strong>YTD RECEIVABLES</strong></td>
<td>$3,481,104.93</td>
<td></td>
<td><strong>YTD RECEIVABLES</strong></td>
<td>$3,101,561.97</td>
</tr>
</tbody>
</table>

**COLLECTIONS PERCENTAGE**

|                          | **93.73%** | **94.47%** |

**THIS FIGURE DOES NOT INCLUDE**

|                          | $253,775.58 | $162,437.13 |

**COLLECTIONS PERCENTAGE**

<p>|                          | <strong>93.73%</strong> | <strong>94.47%</strong> |</p>
<table>
<thead>
<tr>
<th></th>
<th>2020 NASH COUNTY</th>
<th>2021 NASH COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>REAL ESTATE ONLY</td>
<td>REAL ESTATE ONLY</td>
</tr>
<tr>
<td></td>
<td>COLLECTED JULY 1, 2020 - MARCH 31, 2021</td>
<td>COLLECTED JULY 1, 2021 - MARCH 31, 2022</td>
</tr>
<tr>
<td>TOTAL LEVY=BEGIN REC+YTD LEVY+YTD ADJ-YTD REL-YTD DISC/WO</td>
<td>$42,507,328.08</td>
<td>$43,492,571.41</td>
</tr>
<tr>
<td>BEGINNING REC</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>$42,580,226.80</td>
<td>$43,832,224.02</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>$7,584.74</td>
<td>$3,435.71</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>$(80,321.15)</td>
<td>$(343,088.32)</td>
</tr>
<tr>
<td>(YTD DISC/WO)</td>
<td>$(162.31)</td>
<td>$ -</td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$42,507,328.08</td>
<td>$43,492,571.41</td>
</tr>
<tr>
<td>TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS</td>
<td>$41,654,006.60</td>
<td>$42,665,056.49</td>
</tr>
<tr>
<td>YTD PAYMENTS</td>
<td>$41,692,269.46</td>
<td>$42,718,121.24</td>
</tr>
<tr>
<td>(YTD REFUNDS)</td>
<td>$(38,262.86)</td>
<td>$(53,064.75)</td>
</tr>
<tr>
<td>TOTAL COLLECTIONS</td>
<td>$41,654,006.60</td>
<td>$42,665,056.49</td>
</tr>
<tr>
<td>YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS</td>
<td>$853,321.48</td>
<td>$827,514.92</td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$42,507,328.08</td>
<td>$43,492,571.41</td>
</tr>
<tr>
<td>(TOTAL COLLECTIONS)</td>
<td>$(41,654,006.60)</td>
<td>$(42,665,056.49)</td>
</tr>
<tr>
<td>YTD RECEIVABLES</td>
<td>$853,321.48</td>
<td>$827,514.92</td>
</tr>
<tr>
<td>COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY</td>
<td>97.99%</td>
<td>98.10%</td>
</tr>
</tbody>
</table>
## 2020 Nash County
### Personal Property Only
**Collected July 1, 2020 - March 31, 2021**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Levy</strong></td>
<td><strong>$4,482,570.70</strong></td>
</tr>
<tr>
<td><strong>Beginning Rec</strong></td>
<td><strong>-$</strong></td>
</tr>
<tr>
<td><strong>YTD Levy &amp; Penalty</strong></td>
<td><strong>$4,564,198.55</strong></td>
</tr>
<tr>
<td><strong>YTD Adjustments</strong></td>
<td><strong>$3,261.14</strong></td>
</tr>
<tr>
<td><strong>(YTD Releases)</strong></td>
<td><strong>-$ (84,826.98)</strong></td>
</tr>
<tr>
<td><strong>(YTD Disc/WO)</strong></td>
<td><strong>-$ (62.01)</strong></td>
</tr>
</tbody>
</table>

## 2021 Personal Property
### Only
**Collected July 1, 2021 - March 31, 2022**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Levy</strong></td>
<td><strong>$4,408,023.12</strong></td>
</tr>
<tr>
<td><strong>Beginning Rec</strong></td>
<td><strong>-$</strong></td>
</tr>
<tr>
<td><strong>YTD Levy &amp; Penalty</strong></td>
<td><strong>$4,419,083.50</strong></td>
</tr>
<tr>
<td><strong>YTD Adjustments</strong></td>
<td><strong>$80.99</strong></td>
</tr>
<tr>
<td><strong>(YTD Releases)</strong></td>
<td><strong>-$ (11,141.37)</strong></td>
</tr>
<tr>
<td><strong>(YTD Disc/WO)</strong></td>
<td><strong>-$</strong></td>
</tr>
</tbody>
</table>

## Total Collections = YTD Payments - YTD Refunds

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>YTD Payments</strong></td>
<td><strong>$4,306,143.45</strong></td>
</tr>
<tr>
<td><strong>(YTD Refunds)</strong></td>
<td><strong>-$ (1,351.58)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Collections</strong></td>
<td><strong>$4,304,791.87</strong></td>
</tr>
</tbody>
</table>

## YTD Receivables = Total Levy - Total Collections

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Levy</strong></td>
<td><strong>$4,482,570.70</strong></td>
</tr>
<tr>
<td><strong>(Total Collections)</strong></td>
<td><strong>-$ (4,304,791.87)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>YTD Receivables</strong></td>
<td><strong>$177,778.83</strong></td>
</tr>
</tbody>
</table>

## Collections Percentage = Total Collections Divided by Total Levy
- **2020 Nash County:** 96.03%
- **2021 Personal Property Only:** 97.72%
## MONTH OF MARCH 2022 YEAR TO DATE COMMISSIONERS REPORT

**NASH COUNTY TAX DEPARTMENT**

### 2020 MOTOR VEHICLES  
**NASH COUNTY ONLY**  
**COLLECTED JULY 1, 2020 - MARCH 31, 2021**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING REC</td>
<td>$</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>$</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>$</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>$</td>
</tr>
<tr>
<td>(YTD DISC/WO)</td>
<td>$</td>
</tr>
<tr>
<td>YTD T &amp; TT</td>
<td>$ 5,543,069.69</td>
</tr>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td>$ 5,543,069.69</td>
</tr>
</tbody>
</table>

\[ \text{TOTAL LEVY} = \text{BEGINNING REC} + \text{YTD LEVY} + \text{YTD ADJUSTMENTS} - \text{(YTD RELEASES)} - \text{(YTD DISC/WO)} - \text{YTD T & TT} \]

### 2021 MOTOR VEHICLES  
**NASH COUNTY ONLY**  
**COLLECTED JULY 1, 2021 - MARCH 31, 2022**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING REC</td>
<td>$</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>$</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>$</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>$</td>
</tr>
<tr>
<td>(YTD DISC/WO)</td>
<td>$</td>
</tr>
<tr>
<td>YTD T &amp; TT</td>
<td>$ 5,651,138.20</td>
</tr>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td>$ 5,651,138.20</td>
</tr>
</tbody>
</table>

\[ \text{TOTAL LEVY} = \text{BEGINNING REC} + \text{YTD LEVY} + \text{YTD ADJUSTMENTS} - \text{(YTD RELEASES)} - \text{(YTD DISC/WO)} - \text{YTD T & TT} \]

### TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD PAYMENTS</td>
<td>$</td>
</tr>
<tr>
<td>(YTD REFUNDS)</td>
<td>$</td>
</tr>
<tr>
<td>YTD T &amp; TTT PAYMENTS</td>
<td>$ 5,543,069.69</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td>$ 5,543,069.69</td>
</tr>
</tbody>
</table>

\[ \text{TOTAL COLLECTIONS} = \text{YTD PAYMENTS} - \text{YTD REFUNDS} \]

### YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL LEVY</td>
<td>$ 5,543,069.69</td>
</tr>
<tr>
<td>(TOTAL COLLECTIONS)</td>
<td>$(5,543,069.69)</td>
</tr>
<tr>
<td><strong>YTD RECEIVABLES</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

\[ \text{YTD RECEIVABLES} = \text{TOTAL LEVY} - \text{TOTAL COLLECTIONS} \]

### COLLECTIONS PERCENTAGE = TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL LEVY</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

\[ \text{COLLECTIONS PERCENTAGE} = \frac{\text{TOTAL COLLECTIONS}}{\text{TOTAL LEVY}} \]
**Nash County**  
**Commissioner’s Agenda Information Sheet**

**Date:** Monday, May 2, 2022  
**Attachments:** No

<table>
<thead>
<tr>
<th>Item:</th>
<th>Refund Requests</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initiated By:</td>
<td>Doris Sumner, Tax Administrator</td>
</tr>
<tr>
<td>Action Proposed:</td>
<td>There are no Refunds to Consider</td>
</tr>
</tbody>
</table>

**Description:**

In compliance with North Carolina General Statutes Article 27, 105-381 the Tax Collector will submit to the governing body for their approval a list of any tax refunds after legitimacy of the refund has been established.
Item: Board of Equalization and Review

Initiated By: Doris Sumner, Tax Administrator

Action Proposed: Hearing of any value appeals presented to the Board

Description:

In compliance with North Carolina General Statute 105-322 the Nash County Board of Equalization ad Review will meet to hear upon request any and all taxpayers who own or control taxable property assessed for taxation in Nash County with respect to the valuation of such property.
General Order of Business
2022 Nash County Board of Equalization and Review
May 2, 2022

- Swearing In By Clerk of Court
- Meeting called to order by Chairman Davis
- Chairman indicates that Board is ready to hear first case and instructs Clerk (Tax Administrator to proceed)

General outline of appeal format:

A- **Option 1** - If there are appeals docketed with Tax Office to be heard:

1. Clerk or Representative of Tax Office indicates the subject parcel with a brief description, type of property, location, previous assessed value, new assessed valuation under dispute and etc...

2. Chair asks for appellant to come forward and state his/her case

3. Board members ask questions of taxpayer/appellant and tax office rep if needed

4. **After further discussion the Board may vote on the appeal and render a decision. Should the board need to delay its decision for further discussion or investigation the Taxpayer/Appellant will be dismissed and advised that he/she will receive notification of Board’s decision within 30 days of the adjournment date of June 6, 2022.**

5. Chairman instructs Tax Administrator to introduce the next appeal and the previous process is repeated and etc... (Note after all docketed appeals are heard, the chair would proceed to B- Option 2 #1 instructions as follows:

B- **Option 2** - If there are no appeals docketed with Tax Office:

1. Chair asks if there is anyone present who wishes to have an appeal heard
   a. **If no one comes forward,** the Chair would entertain a motion to recess the meeting until it’s previously scheduled 2\textsuperscript{nd} meeting date of June 6, 2022.
   b. **But if someone does come forward,** the Board would hear their appeal after which time the tax office may likely request that it be allowed to review the appeal information brought forward by the appellant. This would allow the tax office staff to either work the appeal out with the taxpayer administratively, if practical, and either way, the tax office would report back to the Board at the June 6, 2022 meeting. Then proceed to number 6 below:

6. **At end of this meeting:** The Chairman would ask for a motion to recess the Board of E&R until the June 6, 2022 meeting.
Salary Study Presentation

Initiated By: Anison Kirkland, Human Resources Director

Action Proposed: Information Only

Description:
As you are aware, Nash County entered into a contract with the Management Advisory Group (MAG) International, Inc. to perform a Classification and Compensation Study. Today I would like to introduce Russell Campbell, Executive Vice President with MAG to present the draft study results. Mr. Campbell is here to present and answer questions about the study results.

For next steps we will share the detailed results with Department Heads and they will have an opportunity to speak one-on-one with the MAG group about any individual employee concerns or questions they have and we will have final study results in time for the Manager to make a plan for implementation prior to her presentation of a recommended budget at the May 23rd meeting.
Item: NCDEQ Merger/Regionalization Study Grant Agreement

Initiated By: Jonathan L. Boone, PE

Action Proposed: Approve or Deny

Description:

Nash County has been awarded a $50,000 grant by NCDEQ to fund a feasibility study related to wastewater needs in southern Nash County. This study is intended to assist the county with efforts to evaluate wastewater related needs that exist between Nash County, the Town of Bailey, and the Town of Middlesex. It is anticipated that this study be completed in approximately 4 months.

Recommended Action:

Staff is recommending that the Board of Commissioners approve the attached resolution, authorize the Board Chair to sign the resolution on behalf of Nash County, and authorize staff to complete the Offer and Acceptance Document associated with the grant.
To: Stacie Shatzer, County Manager
From: Jonathan L. Boone, P.E., Director of Public Utilities & Facilities
Date: April 27, 2022
Subject: NCDEQ Sewer Merger/Regionalization Feasibility Study Grant

The Public Utilities Department received official notification from NCDEQ Division of Water Infrastructure of the above referenced grant earlier this month based on the grant application submitted by Nash County back in September 2021. This grant is intended to fund a study that will focus on wastewater needs in the southern part of Nash County and will include the Town of Bailey and the Town of Middlesex.

Based on approval from NCDEQ, work has already begun on this study in order to position the county and/or the Towns of Bailey and Middlesex to pursue grant funding later this year to implement solutions derived from this study. In fact, the Project Kick-Off Meeting was held yesterday afternoon in Middlesex with the project stakeholders in the study.

In order to secure the grant funding, please find attached the documentation required to accept the $50,000 grant. It is recommended that the Board of Commissioners approve the attached resolution and then authorize the County Manager to sign the Funding Offer and Acceptance Form required in order to receive the grant. As you will note, the grant does include a grant fee of $750 (1.5% of the grant amount).

Should you require any additional information regarding this recommendation, please advise.
RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the North Carolina General Statutes Chapter 159G has created Merger/Regionalization Feasibility grants to assist eligible units of government with meeting their water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of $50,000 to perform a merger/regionalization feasibility study, and

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

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

That Nash County does hereby accept the State Reserve Grant offer of $50,000

That Nash 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 Stacie Shatzer, County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the 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 May 2022 at Nash County, North Carolina.

______________________________
Robbie B. Davis, Chair of Nash County Board of Commissioners

Date: ________________
44

Item 17.

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

Funding Offer and Acceptance

<table>
<thead>
<tr>
<th>Legal Name and Address of Award Recipient</th>
<th>Project Number: MRF-W-0052</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nash County</td>
<td></td>
</tr>
<tr>
<td>120 W. Washington Street #3072</td>
<td></td>
</tr>
<tr>
<td>Nashville, NC 27856</td>
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<table>
<thead>
<tr>
<th>Drinking Water</th>
<th>Additional Amount for Funding Increases</th>
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<tr>
<td>State Reserve Loan (SRP)</td>
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<tr>
<td>State Reserve Grant (SRP)</td>
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<tr>
<td>State Emergency Loan (SEL)</td>
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<td>Asset Inventory &amp; Assessment Grant (AIA)</td>
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<td>Merger/Regionalization Feasibility Grant (MRF)</td>
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<td>$50,000</td>
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Project Description:

Merger/Regionalization Feasibility Study

Total Financial Assistance Offer: $50,000
Grant Fee* (1.5 %): $750.00

*Grant fee calculated based on grant amount.

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under State law,
- The project is eligible under 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

Signature: ____________________________ Date: 4/4/2022

On Behalf of:
Name of Representative in Resolution: ____________________________
Title (Type or Print): ____________________________

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 MERGER/REGIONALIZATION FEASIBILITY GRANTS

1. The recipient acknowledges that no disbursements will be made until the grant fee has been received by the Division of Water Infrastructure.

2. 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.

3. All funds provided pursuant to North Carolina General Statute 159G shall 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 will 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 grant recipient is expected to uphold its contract obligations regarding timely payment.

4. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and subject to the recipient’s compliance with the conditions of this grant. Requests for reimbursement must be made using the Division of Water Infrastructure’s reimbursement form.

5. The recipient must provide a digital copy of the Merger/Regionalization Feasibility Study in a universally readable format.

6. 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.

7. The recipient must provide approved minutes or a resolution confirming the completed Merger/Regionalization Feasibility Study has been presented to the recipient’s governing board.

8. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition Nos. 5, 6, and 7. After receipt of this documentation, final payment will be made once it is requested.
Item: Nash County Detention Facility Additions & Renovations Change Order

Initiated By: Jonathan L. Boone, PE – Director of Public Utilities and Facilities

Action Proposed: Approve Change Order

Description:

Moseley Architects has compiled the attached change order of the Nash County Detention Facility Project based on coordination with Daniels & Daniels and input from county staff and the Nash County Sheriff’s Office. The attached change order results in an increase to the contract in the amount of $555,325.11 and no time extension.

Recommended Action:

Staff is recommending that Commissioners approve the attached change order and authorize the Chair of the County Commissioners to execute same.
To: Stacie Shatzer, County Manager
From: Jonathan Boone, Director of Public Utilities and Facilities
Date: April 28, 2022
Subject: Nash County Detention Facility Additions and Renovations

Please see attached for Change Order 2 related to Nash County Detention Facility Project. This change order addresses a number of items on the project. The most significant items include some unexpected electrical work required to segregate the power supply from the courthouse and the jail, conversion of the building automation system in the existing portion of the jail to provide for a single platform for the entire facility, and upgrades to the existing locks in the Special Housing Unit based on a request from the Nash County Sheriff’s Office. The change order also includes relocation of a sanitary sewer line that was encountered after excavating the site, substitution of a 24v system for the 120v system related to the locks, and a required revision to the lighting package.

The net impact of these items results in an increase of $555,325.11 to the contract and no contract time extension. Based on a credit of $93,521.07 associated with change order 1, this results in an amended contract amount of $18,097,239.04 and a date of January 24, 2024 for substantial completion on the project.

Based on the above, it is recommended that the County Commissioners approve the attached change order and authorize the Chair of the County Commissioners and/or the County Manager to execute same on behalf of the county. Should you require any additional information regarding this request, however, please advise.
# Change Order

## Nash County Detention Facility Additions

### Change Order Number: 02

**Project # 600912**

**To Contractor:**

Daniels and Daniels Construction Company Inc
PO Box 10337
Goldsboro, NC 27532

**Contract Date:**

09/22/2021

**Change Order Date:**

04/28/2022

The Contract is hereby revised by the following items:

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<th>PCO</th>
<th>Description</th>
<th>Days</th>
<th>Amount</th>
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<tbody>
<tr>
<td>005R</td>
<td>Existing Transformer AB Relocation</td>
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<td>$157,982.81</td>
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<tr>
<td>015R</td>
<td>Schneider Controls - Existing Bldg Replacement</td>
<td>0</td>
<td>$109,897.03</td>
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<tr>
<td>016</td>
<td>SS and Storm Drainage (RFI-051)</td>
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<td>$10,584.16</td>
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<td>017</td>
<td>120v to 24v Lock Substitution</td>
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<td>$0.00</td>
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<tr>
<td>018</td>
<td>Lighting Revision Per FC-013</td>
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<td>$14,820.25</td>
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<tr>
<td>020</td>
<td>SHU Lockdown Unit Lock Upgrade</td>
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<td>$262,040.86</td>
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</table>

**Total for this Change Order:**

0 Days $555,325.11

The original Contract Sum was...

$17,635,435.00

Sum of changes by prior Change Orders...

($93,521.07)

The Contract Sum prior to this Change Order was...

$17,541,913.93

The Contract Sum will be changed by this Change Order in the amount of...

$555,325.11

The new Contract Sum including this Change Order will be...

$18,097,239.04

The Contract duration will be changed by...

0 Days

The revised Substantial Completion date as of this Change Order is...

1/23/2024

---

**ARCHITECT**

Moseley Architects
6210 Ardrey Kell Rd, Suite 425
Charlotte, NC 28277

**SIGNATURE**

**DATE**

4/28/2022

---

**CONTRACTOR**

Daniels and Daniels Construction Company Inc
PO Box 10337
Goldsboro, NC 27532

**SIGNATURE**

**DATE**

---

**OWNER**

Nash County, North Carolina
120 W. Washington Street
Suite 2004
Nashville, North Carolina 27856

**SIGNATURE**

**DATE**
Daniels & Daniels Construction Co
P.O. Box 10337
Goldsboro, NC 27532-0337
Ph: (919)778-4525

Change Request

To: Mosley Architects
911 North West Street
Ste. 205
Raleigh, NC 27603
Ph: (919)840-0091

Number: PC-004-001
Date: 1/25/22
Job: 21-109 Nash County Detention Center
Phone:

Description:

We are pleased to offer the following specifications and pricing to make the following changes:

Daniels and Daniels would like to present a revised change request for the additional electrical work reflected in comments from RFI's #32 and #40. We have provided responses to your comment letter dated January 14, 2022. Daniels and Daniels has also provided additional back up information supporting our change request. Work includes rerouting feeder for transformer-AB through the crawl space similar to current contract documents for transformer-AA. Provide a temporary generator to back up MDP-AA while performing outage to relocate T-AA and other equipment. Providing a temporary generator large enough to back up the entire facility for utility transformer and existing generator relocation. Rerouting feeder for existing courthouse transformer through the crawl space. Please review all documents and let Daniels and Daniels know if you have any questions or concerns.

<table>
<thead>
<tr>
<th>Work performed by subcontractors:</th>
<th>Subcontractor</th>
<th>Price</th>
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<tbody>
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<td>GC Mark Up</td>
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<tr>
<td>Bond and Insurance</td>
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<td>1.00%</td>
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<td><strong>Subtotal:</strong></td>
<td><strong>$149,040.39</strong></td>
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</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td><strong>$149,040.39</strong></td>
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</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$157,982.81</strong></td>
<td></td>
</tr>
</tbody>
</table>

If you have any questions, please contact me at (919)778-4525.

Submitted by: Vince Wyatt
Daniels & Daniels Const Co

Approved by: ____________________________
Date: ____________________________
CHANGE PROPOSAL FORM

Project: Nash County Detention Facility
Contractor: L.J. Electrical Company
Proposal #: 1
Project #: RA2106
Contractor #: __________

Description of change:
Reroute feeder for T-AB through the crawl space similar to current contract documents for T-AA. Provide temporary generator to back up MDP-AA while performing outage to relocate T-AA and other equipment. Providing temporary generator large enough to backup the entire facility for utility transformer and existing generator relocation. Rerouting feeder for existing courthouse transformer through the crawl space.

Materials

1 Total Direct Cost of Materials $59,741.18
2 Overhead & Profit on Item 1. $8,961.18
3 Sales Tax $4,032.53
4 Shipping & Transportation $1,792.24

Labor

5 Total Manhours: Foreman 70.37 MH @ $72.50 /hr. $5,101.53
Machanic 70.36 MH @ $51.50 /hr. $36,238.43
Laborer 0 MH @ $31.84 /hr. $0.00
Overtime Portion Foreman 6.00 MH @ $36.25 /hr. $217.50
Overtime Portion Machanic 60.00 MH @ $25.75 /hr. $1,545.00

6 General Conditions $1,010.10
7 Overhead & Profit on Item 5. $6,352.51

8 Payroll Taxes & Insurance 0.00% $0.00

SUBTOTALS $74,527.12

Equipment

9 Equipment $0.00
10 Overhead & Profit on Item 8. $0.00

Subcontractors

11 Subcontractors $21,862.00
12 Overhead & Profit on Item 10. $2,186.20

Subtotal of Proposal $24,048.20

13 Bonds ( % of subtotal of proposal) 0.0% $0.00

TOTAL OF CHANGE PROPOSAL $149,040.39

Time Extension Requests: 2 week(s) Schedule Activity # Affected:
The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner through a contract modification. Materials will have to be procured before work can start. Extended durations shall proceed once material is procured.

Contractor's Signature: Shane Hiben Date: 1/18/2021
Approval Recommended by Design Consultant: Date: __________
Owner's Representative Approval: Date: ________
| Item 18 |  
|---|---|---|---|---|---|---|---|---|---|---|
| **A** | **B** | **C** | **D** | **E** | **F** | **G** | **H** | **I** | **J** | **K** |
| **MATERIAL LIST** | **QUANTITY** | **UNIT** | @ | **EXTENSION** | **UNIT** | @ | **EXTENSION** |
| Feeder for T-AB | 660 | $27.03 | E | $17,882.80 | 0.25 | E | 165.00 |
| 3' GRC | 9 | $75.37 | E | $678.33 | 2.35 | E | 22.50 |
| 9' GRC 45 | 9 | $69.53 | E | $370.23 | 1.35 | E | 11.70 |
| 9' GRC 22 | 9 | $69.53 | E | $370.23 | 1.35 | E | 11.70 |
| 3' GRC Coupling | 72 | $23.52 | E | $1,693.44 | 0.65 | E | 5.60 |
| 3' Myers Hub | 9 | $27.50 | E | $247.50 | 1.35 | E | 11.70 |
| 3' Three Piece Coupling | 3 | $125.00 | E | $375.00 | 2.15 | E | 18.45 |
| 3' Locknut | 9 | $13.76 | E | $123.84 | 0.55 | E | 4.50 |
| 3' Plastic Bushing | 9 | $13.76 | E | $123.84 | 0.55 | E | 4.50 |
| 3' Core Drill | 6 | $100.00 | E | $600.00 | 2 | E | 12.00 |
| 24'x24'x6' NFR J Box | 1 | $168.58 | E | $168.58 | 3.65 | E | 33.00 |
| 19 | $10.00 | E | $10.00 | 1 | E | 1.00 |
| 20 Cut & Patch Loading Dock | 1 | $500.00 | E | $500.00 | 2 | E | 24.00 |
| 22 350 THHN CU | 2250 | $9.98 | E | $22,445.24 | 0.048 | E | 109.08 |
| 23 1/0 THHN CU | 750 | $3.14 | E | $2,358.50 | 0.0175 | E | 20.63 |
| 24 350 Wire Termination | 18 | $ - | E | $0.00 | 0.79 | E | 13.05 |
| 25 1/0 Wire Termination | 6 | $ - | E | $0.00 | 0.41 | E | 2.46 |
| 26 Knock Out Holes in MDP-2 | 3 | $ - | E | $0.00 | 1 | E | 3.00 |
| 27 Demo Existing Conductors | 1 | $ - | E | $0.00 | 1 | E | 3.00 |
| 29 Feeder for Courthouse Transformer | 220 | $14.82 | E | $3,260.40 | 0.137 | E | 30.14 |
| 30 2' GRC | 4 | $24.59 | E | $98.36 | 1.25 | E | 5.00 |
| 31 2' GRC 45 | 4 | $24.62 | E | $98.48 | 1.25 | E | 5.03 |
| 32 2' GRC 22 | 4 | $24.62 | E | $98.48 | 1.25 | E | 5.00 |
| 33 2' GRC Coupling | 24 | $7.10 | E | $170.40 | 0.037 | E | 0.89 |
| 34 2' Myers Hub | 2 | $10.00 | E | $20.00 | 1 | E | 3.00 |
| 35 2' Three Piece Coupling | 3 | $14.50 | E | $43.50 | 1.5 | E | 4.50 |
| 36 2' Locknut | 3 | $0.75 | E | $2.25 | 0.33 | E | 0.99 |
| 37 2' Plastic Bushing | 3 | $12.27 | E | $36.81 | 0.33 | E | 0.99 |
| 38 2' Core Drill | 2 | $100.00 | E | $200.00 | 1 | E | 3.00 |
| 39 2' Strap & Fasten | 44 | $2.00 | E | $88.00 | 0.4 | E | 17.60 |
| 40 18'x18'x6' NFR J Box | 2 | $104.58 | E | $209.16 | 2 | E | 4.00 |
| 41 19 | $7.00 | E | $14.00 | 0.0867 | E | 1.33 |
| 42 Box Mount | 1 | $ - | E | $0.00 | 1 | E | 1.00 |
| 43 3/0 THHN CU | 1 | $56.04 | E | $3,731.97 | 0.0325 | E | 24.38 |
| 44 1/0 THHN CU | 250 | $1.89 | E | $472.62 | 0.01875 | E | 4.69 |
| 45 3/0 Wire Termination | 5 | $ - | E | $0.00 | 0.58 | E | 3.36 |
| 46 1/0 Wire Termination | 2 | $ - | E | $0.00 | 0.35 | E | 0.70 |
| 47 Knock Out Hole in EM Panel | 2 | $ - | E | $0.00 | 1 | E | 1.00 |
| 48 Demo Existing Conductors | 2 | $ - | E | $0.00 | 1 | E | 2.00 |
| 50 Generator for MDP-AA | 0 | $ - | E | $0.00 | 0 | E | 0.00 |
| 51 Hook up generator to MDP-AA | 1 | $ - | E | $0.00 | 1 | E | 1.00 |
| 52 Disconnect generator from MDP-AA | 0 | $ - | E | $0.00 | 1 | E | 1.00 |
| 53 | $0.00 | E | $0.00 | 0 | E | 0.00 |
| 54 | $0.00 | E | $0.00 | 0 | E | 0.00 |
| **TOTAL** | **$59,741.18** | **703.66** |

Contractor's Signature: Shane Hiben
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<td>SUPERVISOR IPAD</td>
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<td>SUPERVISOR CELL PHONE</td>
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<td>JOBSITE INTERNET</td>
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<td>JOBSITE WATER/SANITARY</td>
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<td>JOBSITE PORT-O-JOHN</td>
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**PAGE NO.**

1 of 2

**SHIP TO:**

LJ CONSTRUCTION RALEIGH
2131 WALLACE FAMILY RD
STE 103
KINSTON, NC 28501-7133
252-520-7592

### Item 18.

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</tbody>
</table>

**SALESPERSON**

OT OUR-TRUCK

**SHIP VIA**

**FREIGHT ALLOWED**

**EXPIRATION DATE**

11:59pm ET
02/01/22

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<tr>
<th>ORDER QTY</th>
<th>UPC</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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*** Continued on Next Page ***
### Quotation

**QUOTE DATE**: 01/17/22  
**QUOTE NUMBER**: 8046888147

**SHIP TO**:
- LJ CONSTRUCTION RALEIGH  
  2131 WALLACE FAMILY RD  
  STE 103  
  KINSTON, NC 28501-7133  
  252-520-7592

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| LJ CONSTRUCTION INC  
PO BOX 1356  
KINSTON, NC 28503-1356  
252-520-7592 |

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**TERMS & CONDITIONS**

Our products and services are subject to, and governed exclusively by, our terms and conditions of sale, which are incorporated herein and available at [www.capitalelectricsupply.com/terms](http://www.capitalelectricsupply.com/terms). Additional or conflicting terms are rejected, void, and of no force or effect. Wire & Pipe prices are only good for the current day.

**TAXES NOT INCLUDED**

**Subtotal**: 57735.98  
**S&H CHGS**: 0.00  
**Amount Due**: 57735.98
Please Contact Sherman Thompson A Minimum Of 24 Hours Before Delivery At 252-933-3780

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# Order Acknowledgement - Quote Order

**CUST.#:** 928501  
**BILL TO:** LJ CONSTRUCTION INC  
PO BOX 6129  
KINSTON, NC 28501-6129  

**SHIP TO:** Nash County Detention Center  
c/o LJ Construction  
222 West Washington Street  
Nashville, NC 27856

## INSTRUCTIONS  

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<th>LINE NO.</th>
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<td>54</td>
<td>/0 Cables, 50’ Distance</td>
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<td>Fuel Estimate: (Based on unit 100% Loaded)</td>
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**Total:** $17,357.00

**Notes and Comments:**
- Any all lifting and placement of equipment.
- Pulling of any required permits or licenses.
- All Connections to existing panels or switchgear.
- Fuel. Customer responsible for fuel unless arrangements made with Gregory Poole.
- Fuel and Oil Service every 250-300 hours of operation.
**Project Name: LJ Electrical Company**

<table>
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<tr>
<th>Item</th>
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Fuel Estimate: (Based on both units, 300kW and 500kW, 100% Loaded) $13,158.00

**Total:** $39,219.00
To: Moseley Architects
   911 North West Street
   Ste. 205
   Raleigh, NC 27603
   Ph: (919)840-0091

Number: PC-015
Date: 3/22/22
Job: 21-109 Nash County Detention Center
Phone:

Description: HVAC Controls

We are pleased to offer the following specifications and pricing to make the following changes:

Remove existing Automated Logic controllers and replace with new Schneider Electric DDC controls per site visit and site walkthrough. The controller selection was based on current devices and physical points reported from the existing equipment observed during site visit.

Credit for removal of Automated Logic controls included within this change request.

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If you have any questions, please contact me at (919)778-4525.

Submitted by: Vince Wyatt
Daniels & Daniels Const Co

Approved by: _______________________
Date: ___________________
**CENTRAL HEATING & AIR CONDITIONING OF KINSTON, INC.**

**PO BOX 3247**

**KINSTON, NC 28502-3247**

**(252) 527-6676 FAX (252) 527-4249**

<table>
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<th>TO:</th>
<th>Daniels &amp; Daniels Construction Company</th>
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<tr>
<td></td>
<td>POB 10337</td>
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<tr>
<td></td>
<td>Goldsboro, NC 27532</td>
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<td>Mr. Vince Wyatt</td>
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**RE:** Remove existing ALC controllers and replace with new Schneider Electric DDC controls per site visit and walk through. Controller selection based on current devices and physical points reported from the existing system during site visit.

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<tr>
<td>15% MU</td>
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**Bond Increase**

| N/A             | $ 175,787.50 |

**Total Change Order**

| $ 175,787.50 |

**NOTE:** No retainage to be withheld as contract has already been paid in full

**WE AGREE hereby to make the change(s) specified above at this price**

| $ 175,787.50 |

**Signature Date of Contractor:**

| 3/21/2022 |

**PREVIOUS CONTRACT AMT**

| - |

**REVISED TOTAL**

| $ 175,787.50 |

**ACCEPTED** - The above prices and specification of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

**Date of Acceptance:**

| Date of Acceptance: |

**Signature:**

| Signature: |
QUOTATION NUMBER: Q-TM031622-NASHDETCTR-ReplExistg

DATE: 3/16/2022

To: 
From: Tom Monroe
Schneider Electric Buildings Americas, Inc
1101 Shiloh Glenn Drive, Suite 100
Morrisville, NC 27560

Phone: 
Fax: (919) 463-3300
Fax: (919) 463-3302

Project: NASH COUNTY DETENTION CENTER – REPLACE EXISTING CONTROLS
Location: NASHVILLE, NC

We propose to remove the existing ALC controllers and replace with new Schneider Electric Buildings Americas DDC controls for the above referenced project per site visit and walk through. Controller selection based on current devices and physical points reported from the existing system during site visit.

Base Bid, all for the net sum of: $171,500.00

Note: Due to the type of facility, age, and lack of existing control drawings we would recommend a “pre” and “post” work fire alarm test in coordination with your fire alarm contractor in order to verify how the units operate during a fire or smoke shutdown (if that has not been done already). This would best be accomplished simply by using a T&M (time and material rate) according to your existing service contracts with Schneider Electric and your Fire Alarm service contractor. We would also recommend you have a T&B contractor do an air balance on the VAVs (there are only 6 according to site visit) after the new controls are in place to verify airflow factors.

This Proposal Includes:
1. Coordination, programming, startup and checkout and graphics.
2. One-year warranty on all new installed control equipment.
3. New CAT6 communication bus will be pulled from global controller to the field controllers.
4. Replace existing ALC controllers currently shown on your user interface with new Schneider Electric BACNet controllers.
5. Replace associated temperature sensors if not compatible with new controllers.
6. Utilize existing control devices that are compatible with the new system (i.e. relays, transformers, etc.) and associated enclosures.
7. New web based network controller and integration with other Nash County Government Schneider Electric Buildings (requires an additional network drop and IP address within 10’ of existing ALC master controller so we minimize any downtime. Network drop and IP address by owner or others)
8. Sales tax and freight

This Proposal Excludes:
1. All power and control wiring (existing to remain)
2. Fire/smoke dampers, actuators (existing to remain)
3. Duct smoke detectors, installation labor and/or materials (existing to remain)
4. Gauges and thermometers (existing to remain)
5. Matching an exact sequence due to the absence of a current sequence or control drawings
6. Dampers of any type (existing to remain)
TERMS AND CONDITIONS OF SALE
RIDB0293TC 8/07/15

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Company") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Customer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated to or made available to any third party for any purpose whatsoever without the prior written consent of Company. The parties agree to be bound by the following terms and conditions.

1. Quotations and Acceptance. The quotation is based solely on the bid documents, which consist of the project drawings, specifications and Instructions of the Customer only modified by written agreement or Company objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Customer may accept the quotation by signing and returning a copy to Company or by returning Customer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Company hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Customer's order, which will be of no force or effect except as may be expressly agreed to by Company in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Company assumes that the Subcontract Agreement offered will contain terms that are substantially similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Company assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.

2. Payment. Absent a contrary provision herein, Customer will pay Company monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Customer to Company within thirty (30) days after the date of substantial completion. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Company, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1 1/2% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Company of an instrument for less than the full amount which Company claims to be due shall not be deemed a waiver of any of Company's rights in the instant case. The Customer shall pay interest on any amounts due and payable hereunder at the rate or rates per annum as may be provided in this Agreement.

3. Price and Taxes. The price for the goods and services hereunder are those shown in the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Company's net income) that are payable hereunder shall be the responsibility of Customer. If applicable, Customer shall provide Company a copy of any appropriate tax exemption certificate for the state(s) in which the goods are to be shipped.

4. Changes and Claims. All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Company and approved by Customer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Company by Customer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Customer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Customer shall notify Company promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Company. Upon Company's receipt of such notification, Company shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Company will not be liable for any claims or back charge where Company has not been notified in the manner as set forth above.

5. Access and Overtime. This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Company's holidays). If Customer requests Company to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Customer. If Company's work is to be performed on the project site, Customer will afford unrestricted access to Company and its employees and agents to all work areas.

6. Damage or Loss to Equipment. In the case of equipment not to be Installed by or under supervision of Company, Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Company, Company shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Company, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Company, Customer agrees to promptly pay or reimburse Company an amount equal to the damage or loss which Company incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
16. Ethics and Compliance with Laws. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance, or Company’s Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of Company’s GreenLine. The GreenLine is Company’s global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link: https://secure.ethicspoint.com/domains/media/enquill/104677/index.html.

17. Cybersecurity.
17.1 Customer’s Obligations for Its Systems: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or Services provided by Company, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer’s Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer’s Systems, including any data, including through malware, hacking, or similar attacks.
17.2 Without limiting the foregoing, Customer shall at a minimum:
   (a) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Company’s security notification webpage at https://www.sa.com/w/en/work/support/cybersecurity/security-notifications.jsp or otherwise provided to Customer;
   (b) regularly monitor its Systems for possible Cyber Threats;
   (c) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing of its Systems; and
   (e) meet the recommendations of Company’s Recommended Cybersecurity Best Practices, available at https://www.sa.com/us/en/download/document/7EN02-6390, as may be updated by Company from time to time, and then-current industry standards.
17.3 Customer’s Use of the Products, Software, and Services: Company may release Updates and Patches for its Products, Software, and Services from time to time. Customer shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Company’s installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Customer understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Customer’s Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Company shall not be liable or responsible for any losses or damages that may result.
17.4 Identification of Cyber Threats: If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Company has not released a Patch, Customer shall promptly notify qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer’s Security Program, and have such personnel regularly monitor Cyber intelligence feeds and security advisories applicable to Customer’s Systems or Customer’s industry;
18. Import and Export.
18.1 The Products and Services provided by Company under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the Products, assignee and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these Terms and Conditions of Sale shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.
18.2 Unless applicable export license/s has been obtained from the relevant authority and Company has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.
18.3 If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from Inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Company from fulfilling any order, or would in Company’s judgment otherwise expose Company to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Company shall be excused from all obligations under such order and/or these Terms and Conditions of Sale.
**CENTRAL HEATING & AIR CONDITIONING OF KINSTON, INC.**

**CHANGE ORDER**

**TO:** Daniels & Daniels Construction Company  
POB 10337  
Goldsboro, NC 27532  
Mr. Vince Wyatt  

**RE:** Delete Automated Logic Control from contract work provided that Change Order M-5 for Schneider Controls be accepted.

<table>
<thead>
<tr>
<th>CHAC Direct Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td>$</td>
</tr>
</tbody>
</table>

| 15% MU         | $  |
| Subtotal       | $  |

<table>
<thead>
<tr>
<th>Subcontractors' Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ALC $ (69,600.00)</td>
<td></td>
</tr>
</tbody>
</table>

| 5% MU & OH | $ (3,480.00) |
| Subtotal   | (73,080.00)   |

**Bond Increase**  
NA  

**Total Change Order**  
$ (73,080.00)

**NOTE:** No retainage to be withheld as contract has already been paid in full  

**NOTE:** This Change Order becomes part of and in conformance with the existing contract.

| WE AGREE hereby to make the change(s) specified above at this price | $ (73,080.00) |
| Signature Date of Contractor: 4/7/2022 | PREVIOUS CONTRACT AMT |
| John R. Grice, Exec Vice President | REVISED TOTAL $ (73,080.00) |

**ACCEPTED:** The above prices and specification of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.  

Date of Acceptance:  

Signature:  

To: Moseley Architects  
911 North West Street  
Ste. 205  
Raleigh, NC 27603  
Ph: (919)840-0091  

Number: PC-016  
Date: 3/23/22  
Job: 21-109 Nash County Detention Center  

Description: Sanitary Sewer and Storm Drain Revision

We are pleased to offer the following specifications and pricing to make the following changes:

Per RFI 51 Sanitary Sewer/Storm drain response, sub contractor has requested additional cost. Contractor will add one 2'x2'x2' masonry drainage structure. Change 160 LF of sewer from 6” DIP to 8” DIP. Change 120 LF of 10” PVC storm to 12” PVC storm. Credits have been applied for the original scope material.

<table>
<thead>
<tr>
<th>Work performed by subcontractors:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Subcontractor</td>
</tr>
<tr>
<td>Sitework - Subcontractors</td>
<td></td>
</tr>
<tr>
<td>Subtotal:</td>
<td></td>
</tr>
<tr>
<td>Subtotal:</td>
<td></td>
</tr>
<tr>
<td>GC Mark Up</td>
<td>$9,985.06</td>
</tr>
<tr>
<td>Insurance and Bond</td>
<td>$9,985.06</td>
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<tr>
<td>Total:</td>
<td>$10,584.16</td>
</tr>
</tbody>
</table>

If you have any questions, please contact me at (919)778-4525.

Submitted by: Vince Wyatt  
Daniels & Daniels Const Co

Approved by: __________________________  
Date: __________________________
## Change Order Proposal

**Project:** Nash County 911  
**Job #:** 21-119  
**CPRI #:** #005  
**Date:** 3/21/2022

### Description of Work:
Add one 2x2x2’ Masonry Drainage Structure, Change 160 LF of Sewer from 8” DIP To 8” DIP, Change 120 LF of 10” PVC storm to 12” PVC Storm

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Qty</th>
<th>U/M</th>
<th>Labor Rate</th>
<th>Labor Ext</th>
<th>Material Rate</th>
<th>Material Ext</th>
<th>Equip Rate</th>
<th>Equip Extend</th>
<th>Sub Rate</th>
<th>Sub Ext</th>
</tr>
</thead>
<tbody>
<tr>
<td>8” DIP</td>
<td>160</td>
<td>LF</td>
<td>$20.26</td>
<td>$3,241.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>8” DIP</td>
<td>160</td>
<td>LF</td>
<td>$33.16</td>
<td>$5,306.60</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>10” PVC Storm</td>
<td>120</td>
<td>LF</td>
<td>$21.57</td>
<td>$2,588.40</td>
<td></td>
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<tr>
<td>12” PVC Storm</td>
<td>120</td>
<td>LF</td>
<td>$34.60</td>
<td>$4,152.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>12” Fittings</td>
<td>1</td>
<td>LS</td>
<td>$315.39</td>
<td>$315.39</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Masonry 4x8x16</td>
<td>40</td>
<td>EA</td>
<td>$1.94</td>
<td>$77.60</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Mortar</td>
<td>1</td>
<td>LS</td>
<td>$150.00</td>
<td>$150.00</td>
<td></td>
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<td></td>
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<tr>
<td>Casting</td>
<td>1</td>
<td>EA</td>
<td>$356.00</td>
<td>$356.00</td>
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<tr>
<td>Foreman</td>
<td>1</td>
<td>HRS</td>
<td>$15.00</td>
<td>$150.00</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Labor (2)</td>
<td>24</td>
<td>HRS</td>
<td>$45.00</td>
<td>$1,080.00</td>
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<tr>
<td>Crew Truck</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>$250.00</td>
<td>$250.00</td>
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<td></td>
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<tr>
<td>12” DIF Sleeves</td>
<td>10</td>
<td>SF</td>
<td>$36.91</td>
<td>$1,126.10</td>
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<td></td>
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</tr>
</tbody>
</table>

**Subtotals**  
$1,740.00  
$5,691.59  
$750.00  
$0.00

**Labor Burden**  
33%  
$574.20  
-  
-

**Sales Tax**  
7.50%  
$0.00  
$426.87  
-

**Bond**  
3.00%  
$0.00  
$0.00  
$0.00  
$0.00

**Overhead and Profit**  
15%  
$347.13  
$317.77  
$37.50  
$0.00

**Item Total**  
$2,661.33  
$7,636.23  
$287.30  
$0.00

**Total**  
$9,985.06
Change Request

To: Moseley Architects  
911 North West Street  
Ste. 205  
Raleigh, NC 27603  
Ph: (919)840-0091

Number: PC-017  
Date: 4/5/22  
Job: 21-109 Nash County Detention Center  
Phone:

Description: 120v to 24v Lock Substitution

We are pleased to offer the following specifications and pricing to make the following changes:

Montgomery Technology Systems substituting the Airteq 9912 and 9912S to the Airteq 9924 locks. Moseley Architects requested a change request be submitted to show no cost associated with this substitution.

Subtotal: $0.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GC Markup</td>
<td>$0.00</td>
</tr>
<tr>
<td>Bond and Insurance</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total: $0.00

If you have any questions, please contact me at (919)778-4525.

Submitted by: Vince Wyatt  
Daniels & Daniels Const Co

Approved by: ________________________________  
Date: ________________________________
MONTGOMERY TECHNOLOGY SYSTEMS, LLC.

PROPOSED CHANGE ORDER

TO: DANIELS AND DANIELS CONSTRUCTION CO., INC.
P.O. BOX 10337
GOLDSBORO, NC 27532

ATTN: VINCE WYATT - (919) 778-4525

PROJECT: NASH COUNTY DETENTION FACILITY ADDITION

PROPOSED CHANGE ORDER NO.: 004
DANIELS AND DANIELS PROJECT NO.: 21-109
MTS JOB NO.: 51600
DATE: March 28, 2022

DESCRIPTION OF CHANGE:
For the Substitution Request Form/cover letter dated March 14, 2022, the Airteq 9912M and 9912S locks change to the Airteq 9924 locks for 24V motor operation.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>UOM</th>
<th>UNIT PRICE</th>
<th>NET AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Deduct 120V Airteq Locks; (68) 9912M and (8) 9912S</td>
<td>106</td>
<td>lot</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>02</td>
<td>Add 24V Airteq Locks; (106) 9924</td>
<td>106</td>
<td>lot</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>03</td>
<td>Installation Labor - Superintendent ($45 hr)</td>
<td>0</td>
<td>hr</td>
<td>$45.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>04</td>
<td>Installation Labor - Carpenter ($35 hr)</td>
<td>0</td>
<td>hr</td>
<td>$35.00</td>
<td>$0.00</td>
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<tr>
<td>05</td>
<td>Installation Labor - Carpenter ($35 hr)</td>
<td>0</td>
<td>hr</td>
<td>$25.00</td>
<td>$0.00</td>
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<tr>
<td>06</td>
<td>Installation Labor - Carpenter ($35 hr)</td>
<td>0</td>
<td>hr</td>
<td>$25.00</td>
<td>$0.00</td>
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<tr>
<td>07</td>
<td>Engineering Labor - ($55 hr)</td>
<td>0</td>
<td>hr</td>
<td>$55.00</td>
<td>$0.00</td>
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<tr>
<td>08</td>
<td>Profit/Overhead - (10%)</td>
<td>1</td>
<td>pct</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

TOTAL ADD: No Change

THE CONTRACT TIME WILL BE INCREASED/DECREASED
THE DATE OF SUBSTANTIAL COMPLETION AS OF THE CHANGE ORDER THEREFORE IS

ACCEPTED:
Daniels and Daniels Construction Co., Inc.

Montgomery Technology Systems, LLC.

BY:
Name
Project Manager

BY:
Name
3/28/2022
Detention Division Manager
<table>
<thead>
<tr>
<th>Project</th>
<th>Project No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nash Co NC Detention Center Facility Additions and Renovations</td>
<td>600912</td>
<td>3/24/2021</td>
</tr>
<tr>
<td>Security Hardware - Lock 24VDC Substitution</td>
<td>11 19 60</td>
<td>PML</td>
</tr>
</tbody>
</table>

### NOTEs

IF THIS SUBMITTAL CONTAINS DEVIATIONS FROM THE CONTRACT DOCUMENTS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SPECIFICALLY INFORM THE ARCHITECT IN WRITING OF ALL SUCH DEVIATIONS; AND ALL SUCH DEVIATIONS SHALL BE INCORPORATED INTO THE CONTRACT DOCUMENTS BY THE ISSUANCE OF ONE OF THE FOLLOWING AUTHORIZING SUCH DEVIATIONS, PRIOR TO PROCEEDING WITH FABRICATION, MANUFACTURE AND/OR CONSTRUCTION:

1. Field Clarification (or other form used to convey minor changes to the Work);
2. Change Order; or
3. Construction Change Directive

This review and these comments are subject to the limitations indicated in the *General Conditions of the Contract for Construction*, and as follows:

1. Architect’s review is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents;
2. Architect’s review is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which shall remain the responsibility of the Contractor as required by the Contract Documents;
3. Architect’s review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures; and
4. Architect’s approval as noted of a specific item shall not indicate approval as noted of an assembly of which the item is a component.

Notations indicated on this submittal do not relieve the Contractor from complying with the requirements of the Contract Documents.

The Contractor shall verify that all necessary approvals as noted are obtained prior to proceeding with the fabrication, manufacturing, purchasing, and/or construction of any item, component, system, or assembly.

The Contractor’s responsibilities include, but are not limited to, the following:

1. Correlation and confirmation of dimensions and quantities;
2. Means, methods, techniques, sequences, and procedures of construction;
3. Coordination of the Work of all trades; and
4. Performance of all Work in a safe and satisfactory manner.
**ACTION TAKEN:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Approved as Noted</td>
</tr>
<tr>
<td></td>
<td>Rejected/Resubmit</td>
</tr>
<tr>
<td>X</td>
<td>Not Submitted</td>
</tr>
</tbody>
</table>

**REMARKS**

**111960 Security Hardware**

**1.3-B. Product Data: Approved as Noted.**
- Note that Contractor waives rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results in accordance with Section 012500.
- Per Section 012500, only approved substitutions included in Change Orders shall be allowed to be included in the Work; Contractor to submit PCO for zero cost change for locks from 120V to 24V for processing.

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**Notes regarding Submittal Review Action Taken:**

**Approved as Noted:** The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may proceed based on this submittal provided that the work is in full compliance with the Contract Documents.

**Revise and Resubmit:** The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may not proceed based on this submittal. Provide revised submittal until such time Approved as Noted is received from the Architect.

**Rejected / Resubmit:** The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may not proceed based on this submittal. Provide new submittal which is in full compliance with the Contract Documents until such time Approved as Noted is received from the Architect.

**Color Selection Required:** The Contractor is advised that color selections for the entire project, or portion thereof, will be provided after receipt of all color charts / samples required for the Project.

**Not Reviewed / No Action Taken:** Contractor is advised that this submittal has not been reviewed.

**Not Submitted:** Contractor is advised that the Contract Documents require a submittal for this Work. Provide a submittal which is in full compliance with the Contract Documents until such time Approved as Noted is received from the Architect.

---

*MA-17 (rev 11/12/2013)*
TO:
Daniels and Daniels Construction Co., Inc.
Vince Wyatt, Project Manager
PO Box 10337
Goldsboro, NC 27532

REF: 111960 Security Hardware - Lock Voltage

Vince,

Per the attached Substitution Request Form, we would like to change the 9912M/9912S locks to 24V motor operation to provide the following benefits please.

1. Locks can be powered by 24VDC regulated power supplies connected to the security system uninterruptible power supplies (UPSs) which provide uninterrupted power in the event main power is lost and condition the power for the locks to reduce the impact of surges and spikes experienced by the locks.
2. The risk of shock for maintenance personnel when servicing the locks is eliminated.
3. The risk of damaging head end equipment by maintenance personnel improperly re-connecting a lock is greatly reduced.

Please respond promptly so we can notify the approved lock manufacturer of this admittance.

Sincerely,

Derek Koenig
# Substitution Request Form – Prior to Receipt of Bids

## General Information
- **Project Name**: NASH COUNTY DETENTION FACILITY ADDITION
- **A/E Project Number**: 600912

## Specified Product/Item Information
- **Specification Title**: Security Hardware
- **Section**: 111960
- **Page**: 5
- **Article / Paragraph**: D.1 & D.2
- **Description**: 9912M & 9912S Airteq 120V

## Proposed Substitution Information
- **Proposed Substitution**: 9924 Airteq 24V
- **Reason for not providing specified product/item**: Please reference cover letter
- **Comparative Data**: Attach a point-by-point comparative data list. Include all differences between the proposed substitution and the specified product/item. If not provided, this Request will be rejected.

## Manufacturer Information
- **Manufacturer**: Same
- **Manufacturer Address**: Same
- **Manufacturer Phone**: Same
- **Manufacturer Representative Email address**: Same
- **Trade / Model Name**: Same
- **Model Number**: Same
- **Installer (if known)**: Same
- **Installer Address**: Same
- **Installer Phone**: Same

## History
- **New product**: □
- **2-5 years**: □
- **5-10 yrs**: □
- **10 yrs or longer**: □

## Proposed substitution affects other parts of the Work
- **Yes**: □
- **No**: □

## Proposed Substitution Similar Installation
- **Have you used this product/item on any other projects**
  - **Yes**: □
  - **No**: □

## Project Details
- **Project Address**: 
- **Architect/Engineer**: 
- **A/E Phone**: 

---

Page 1 of 2
Item 18.

| Owner                                                                 |
|---------------------------------------------------------------------|---|
| Owner Phone                                                         |
| Date installed                                                     |

**Attached Supporting Data**

- [ ] Drawings
- [x] Product Data/Specs
- [ ] Samples
- [ ] Tests
- [ ] Reports

**Entity submitting this Substitution Request certifies all of the following:**

- Proposed substitution has been fully investigated and determined to be equivalent or superior in all respects to the specified product, except as may otherwise be specifically and clearly indicated herein.
- If applicable, proposed substitution shall not adversely affect LEED requirements nor shall it prevent achieving the relative number of applicable LEED point[s] the specified product would have received.
- Proposed substitution’s function, appearance, and quality are equal or superior in all respects to the specified product, except as may otherwise be specifically and clearly indicated herein.
- Same or superior warranty and/or guarantees shall be furnished for proposed substitution as is required for the specified product/item.
- Same maintenance service and source replacement parts, as applicable, are available; including local availability.
- Proposed substitution shall have no adverse effect on other trades.
- Proposed substitution shall not affect dimensions and functional clearances.
- Coordination, installation, and changes to the Work as necessary for the accepted proposed substitution shall be complete in all respects.

**Entity’s Information**

- Submitted by Derek Koenig
- Signed By Derek Koenig
- Date March 10, 2022
- Email address of Signee above derekk@montgomerytechnology.com
- Company Name Montgomery Technology Systems
- Address 1045 E. Nakoma Dr, Suite 102, San Antonio TX 78216
- Phone 210-551-0789

**Architect / Engineer Review and Action**

If this Substitution request is acceptable, it shall be included in an Addendum. If the proposed substitution is not included in an Addendum, then the proposed substitution was rejected; was not submitted in accordance with the Bidding/Procurement Documents; and/or this Form was not complete. This Form shall be completely filled in to be considered for acceptance.

Acceptance of this Substitution request is an acceptance of the manufacturer and product/item only for general conformance with the design concept reflected in the Bidding/Procurement Documents. The A/E has made no attempt to verify specific performance data, or to check details of the proposed substitution as to special features, capacities, physical dimensions, or code and/or regulatory compliance – all of which remain the responsibility of the submitting entity and the Contractor (if not the submitting entity).

**END OF SUBSTITUTION REQUEST FORM**
The 9924 provides for electric or manual locking/unlocking of swinging doors. It can be operated from a remote location or by key at the door. For additional security, it is recommended that the 9924 lock be used with an Airteq high security door position sensor. An automatic door closer may also be used.

APPLICATION:
Swing door lock for entrances, safety vestibules, corridors, inmate housing. Suitable for exterior locations.

SECURITY LEVEL:
ASTM F 1577 Grade 1

KEY CYLINDER:
Mogul cylinder or builders key cylinder with mogul sleeve (sold separately).

MOUNTING:
Jamb mounted with either hinge side or stop side access cover.

FIRE RATING:
UL10B - 3 Hour
(not available with these functions: KLHB,ELHB & RLHB)

STANDARD FEATURES
- Latch bolt has a full 1" throw
- Slam-locking with automatic mechanical deadlock
- Roller-type deadlock actuator
- Lock status switch indicates deadlocked latchbolt
- Keyed one or two sides
- Stainless Steel Strike/Keeper furnished with tamper resistant screws
- Quick connect electrical connectors
- Factory wired field-side pigtail
- RLB (Remote Latch Back)
  When unlocked, the latchbolt remains retracted until door is opened
- Plated and stainless steel parts

2511 Midpark Rd., Montgomery, AL 36109
Phone: (800) 466-3097 Fax: (334) 286-6421

UL

Revised 11/01/2020
### TECHNICAL SPECIFICATIONS

**Item 18.**

**9924**

**Body:** All steel construction

**Dimensions:** 12"H x 5 7/16"W x 3 1/2"D

**Latchbolt:** Hardened Stainless Steel

**Latchbolt Throw:** 1" - Flush when retracted

**Deadlock Actuator:** Roller type, stainless steel

**Lock Status Switch:** 15 amp rated, UL recognized

**Electrical Power Consumption:** 24VDC,
  3.5 amp inrush, 0.32 amp running

**Electrical Connector:** Quick Connect electrical plug

**Strike/Keeper:** Hardened Stainless Steel with pin-torx screws

**UL10B:** 3 hour fire rating (see fire rating exceptions on cover page)

**ASTM F 1577 Grade 1 Certified**

---

**HOW TO SPECIFY AND ORDER AN AIRTEQ 9924 LOCK**

**Swing/Hand Chart**

<table>
<thead>
<tr>
<th>Swing Code</th>
<th>Door Hand Diagram</th>
<th>Door Hand Diagram</th>
</tr>
</thead>
<tbody>
<tr>
<td>LHRB</td>
<td>INSIDE</td>
<td>OUT</td>
</tr>
<tr>
<td>RH</td>
<td>INSIDE</td>
<td>OUT</td>
</tr>
<tr>
<td>LHRB</td>
<td>INSIDE</td>
<td>OUT</td>
</tr>
<tr>
<td>RH</td>
<td>INSIDE</td>
<td>OUT</td>
</tr>
</tbody>
</table>

**Example A:** Specification reads... "MORTISE 1 SIDE, MOGUL CYLINDER & KEY SWITCH"

**Example B:** Specification reads... "MORTISE 2 SIDE, CYLINDER EXTENSION & NO LATCHBACK REQUIRED"

**Optional Features**
- **KR** - Knob Release: Latchbolt is retracted by knob release on one side of lock. Knob is always active. When ordering, specify hinge side (HS) or stop side (SS).
- **KCE** - Key Cylinder Extension: Recommended for locks keyed stop side or keyed two sides.

**Optional Functions**
- **NRLB** - No Remote Latch Back: Latch bolt extends immediately when power is removed or key is moved to the locked position.
- **KS** - Key Switch: Door is electrically unlocked by key operated switch at the lock. Can be disabled by the control system.
- **LEK** - Local Electric Key Switch: Provides for one key which operates lock electrically only, while higher level keys will operate it both mechanically and electrically. Includes "KS" function plus a special function key cylinder.
- **KLHB** - Key Operated Latch Hold Back: Latch is retracted locally by key and remains mechanically retracted until relocked by key.
- **ELHB** - Emergency Latch Hold Back: Latch bolt is retracted remotely and remains mechanically retracted until relocked at the door by key.
- **RLHB** - Remote Latch Hold Back: Latch bolt is retracted by unlock control signal and remains retracted until lock receives a relock control signal. RLHB is typically combined with NRLB

**NOTE:** PLEASE CONTACT AIRTEQ WHEN MORE THAN ONE FUNCTION IS REQUIRED ON THE SAME LOCK.

**Warranty**

Airteq warrants its products against defects in material or workmanship for one year from the time of delivery. Airteq's sole obligation under the warranty is to repair, or in its option, to replace the product. The buyer shall have no other remedy. (All spoil, incidental, and consequential damages are excluded.) Written notice of breach of warranty must be given to Airteq within the warranty period. The warranty does not cover damages resulting from improper installation or maintenance, accident or misuse. NO OTHER WARRANTIES AS TO MERCHANTABILITY OR OTHERWISE ARE MADE. A continuing product research program is ongoing. Airteq reserves the right to incorporate products and specification changes at any time without notice.

---

**Item 18.**
Change Request

To: Moseley Architects  
911 North West Street  
Ste. 205  
Raleigh, NC  27603  
Ph: (919)840-0091

Number: PC-018  
Date: 4/5/22  
Job: 21-109 Nash County Detention Center  
Phone: 

Description: Lighting Revisions per FC-013

We are pleased to offer the following specifications and pricing to make the following changes:

Per FC-013 Lighting Clarification, the subcontractor is requesting additional cost to cover these revisions. The revision includes lighting added to the shower area that was not originally shown on the drawings. Chase areas will now have timer switches installed. Several areas had occupancy sensors added to the lighting plan. Original light spec has been revised to have knock-outs on both ends of the fixture, which will allow the fixtures to be surface mounted. The manufacturer is able to the honor original fixture price. This price also includes modifications to mechanical room switching as well.

<table>
<thead>
<tr>
<th>Description</th>
<th>Subcontractor</th>
<th>Price</th>
</tr>
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<tbody>
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<td></td>
<td>$13,850.70</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal: $13,850.70</td>
</tr>
<tr>
<td>GC Markup</td>
<td></td>
<td>$13,850.70 5.00% $692.54</td>
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<tr>
<td>Bond and Insurance</td>
<td></td>
<td>$13,850.70 2.00% $277.01</td>
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<tr>
<td></td>
<td></td>
<td>Total: $14,820.25</td>
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</tbody>
</table>

If you have any questions, please contact me at (919)778-4525.

Submitted by: Vince Wyatt  
Daniels & Daniels Const Co

Approved by:  
Date: 

Page 1 of 1
CHANGE PROPOSAL FORM

Project: Nash County Detention Facility  Proposal #: 3
Contract:  Project #: RA2106
Contractor: L.J. Electrical Company  Contractor #: 

Description of change:
FC-013 Lighting Changes

<table>
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<tr>
<th>Materials</th>
<th>Subtotals</th>
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<tbody>
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<tr>
<td>3 Sales Tax</td>
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<tr>
<td>4 Shipping &amp; Transportation</td>
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<tr>
<td><strong>SUBTOTALS</strong></td>
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<table>
<thead>
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<tbody>
<tr>
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<td></td>
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<tr>
<td>Foreman</td>
<td>8.54 MH @ $72.50 /hr.</td>
</tr>
<tr>
<td>Mechanic</td>
<td>85.38 MH @ $51.50 /hr.</td>
</tr>
<tr>
<td>Laborer</td>
<td>0 MH @ $31.84 /hr.</td>
</tr>
<tr>
<td>Overtime Portion Foreman</td>
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</tr>
<tr>
<td>Overtime Portion Mechanic</td>
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</tr>
<tr>
<td>6 General Conditions</td>
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</tr>
<tr>
<td>7 Overhead &amp; Profit on Item 5.</td>
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<td><strong>8 Payroll Taxes &amp; Insurance</strong></td>
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<tbody>
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<td>10 Overhead &amp; Profit on Item 8.</td>
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<tr>
<td><strong>TOTAL OF CHANGE PROPOSAL</strong></td>
<td><strong>$13,850.70</strong></td>
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Time Extension Requests: 0 weeks(s) Schedule Activity # Affected:
The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner through a contract modification. Materials will have to be procured before work can start. Extended durations shall proceed once material is procured.

Contractor's Signature: Shane Hilden  Date: 3/28/2022
Approval Recommended by Design Consultant:  
Date: 
Owner's Representative Approval:  
Date: 
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<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
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<td>@ EXTENSION</td>
<td>UNIT</td>
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<tr>
<td>7</td>
<td>D1 Fixtures</td>
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<td>(9.36)</td>
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<tr>
<td>11</td>
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<tr>
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<td>$0.00</td>
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<td>NSQ 2 T6/C Box</td>
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</tr>
<tr>
<td>33</td>
<td>Contractor's Signature: Shane Hiben</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Item 18.
MOSELEY ARCHITECTS

FIELD CLARIFICATION

Project: Nash County Detention Facility Additions and Renovations
To: Daniels and Daniels Construction Company, Inc.
178 N.C. Highway 111 South
P.O. Box 10337
Goldsboro, NC 27532
Date: 3/24/2022
Project No.: 600912

Attn: Vince Wyatt
Drawing No.: E0.1, E2.0.D.1, E2.1.B.1, E2.1.D.1

Subject: Lighting Clarification
Specification No.: NA

You are hereby directed to execute promptly this Field Clarification, which interprets the Contract Documents or orders minor changes in the Work without change in the Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized claim to the Architect immediately and before proceeding with this Work. If your claim is found to be justified and in proper order, this Field Clarification will be incorporated into a Change Order.

Description:
Reference the attached sheets E0.1, E2.0.D.1, E2.1.B.1, E2.1.D.1 and incorporate into the Contract Documents. These sheets supersede previously issued sheets of the same name.

Summary of Changes are as follows:
Sheet E0.1:
- Updated Symbol Description in the Lighting Legend to include subscript ‘T’ for Timer Switch.
Sheet E2.0.D.1:
- Switching is indicated for spaces AB01, AB02, AB03, AC01, AC03, BM01, BM02, BM03, A100, B100.
- Lights for A104 and B104 are indicated to be Type D1 fixtures.
Sheet E2.1.B.1:
- Updated switch location in M100 Medical to be located beside door.
- Removed switch in IB101 Intake.
Sheet E2.1.D.1:
- Switching is indicated for spaces AD105, F102, F104, CF100, A202 and B202.
- Dual Dimmer Occupancy Sensor Switches in AD108 Training reduced to a Single Dimmer Switch with a ceiling occupancy sensor.
- 3-way switching removed from AD102 Locker Room.
- Lights for A201 and B201 are indicated to be Type D1 fixtures.

Attachments: ☑ Drawing ☐ Specification ☐ Memo ☐ Letter

MWW31 (rev 2/14/2002)
Item 18.

Change Request

To: Moseley Architects
911 North West Street
Ste. 205
Raleigh, NC 27603
Ph: (919)840-0091

Number: PC-020
Date: 4/14/22
Job: 21-109 Nash County Detention Center
Phone:

Description: Nash County Existing Jail Lock Replacement -SHU (lockdown unit only)

We are pleased to offer the following specifications and pricing to make the following changes:

Moseley Architects has requested a cost to upgrade the locks to Airteq within the SHU lockdown unit area only. Quote is based off information provided to Daniels and Daniels on 3/28/2022 by Moseley Architects.

Subcontractor to provide the following scope of work:

1. Remove existing jamb mounted locks and strikes at existing security hollow metal doors. (23 Locations)
2. Weld cover plates where locks and strikes have been removed.
3. Provide Twenty-three (23) Airteq Defender lock boxes with Airteq 9912M motorized lock, LED light, mogul key cylinder, mogul key, and door position switch at the following locations: Existing Sally Port E151 (All four doors into this space) inclusive of doors D154, D158, D160, D161 & exterior door D153 all keyed both sides. SHU cell doors 141A through 1411 (9 Total) & 143A through 143l (9 total) all keyed one side.
4. New Airteq stainless steel hinges at Existing Corridor doors.
5. Replace existing in-swinging cell door with new out-swinging security hollow metal cell door and three-sided frame at cell doors 141A & 143A inclusive of frame install and grouting of frame. (Two Total)
6. Provide Airteq High Security Anti-Splash Food Pass Assemblies with (1) AT5017 mechanical lock, paracentric key cylinder, and paracentric key at SHU cell doors 141A, 141B, 143A, 143B. (4 Total)
7. Provide High Secure Anti-Splash Food Pass box with (2) AT5017 mechanical locks, paracentric key cylinder, and paracentric key. (3 Total)
8. New local control panels, control termination points, and new cable/wire to surface mounted locks above.
(Note: Reuse existing conduit.)
9. Proposal is based on areas of work being unoccupied for the duration of installation.
10. Proposal is based on completing all work with one mobilization.
11. Old locks and panels to be returned to Owner for his disposal.
12. Freight included to the project site location.
13. Provide one year warranty for parts and labor.

Note: Current lead times for retrofit lock assemblies are approximately 8 to 10 weeks for submittals and 14 to 16 weeks on delivery after receipt of approved submittals.

<table>
<thead>
<tr>
<th>Work performed by subcontractors:</th>
<th>Subcontractor</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detention Equipment</td>
<td></td>
<td>$244,898.00</td>
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<tr>
<td>Subtotal:</td>
<td></td>
<td>$244,898.00</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>GC Mark Up</td>
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<tr>
<td></td>
<td>5.00%</td>
<td>$12,244.90</td>
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<tr>
<td>Subtotal:</td>
<td>Insurance and Bond</td>
<td>$244,898.00</td>
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<tr>
<td></td>
<td>2.00%</td>
<td>$4,897.96</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td>$262,040.86</td>
</tr>
</tbody>
</table>
Change Request

To: Moseley Architects  
   911 North West Street  
   Ste. 205  
   Raleigh, NC 27603  
   Ph: (919)840-0091

Number: PC-020  
Date: 4/14/22  
Job: 21-109 Nash County Detention Center  
Phone:

If you have any questions, please contact me at (919)778-4525.

Submitted by: Vince Wyatt  
Daniels & Daniels Const Co

Approved by: ___________________________  
Date: ___________________________
I. SCOPE OF WORK

A. Furnish and install:

1) Remove existing jamb mounted locks and strikes at existing security hollow metal doors. (23 Locations)
2) Weld cover plates where locks and strikes have been removed.
3) Provide Twenty-three (23) Airtex Defender lock boxes with Airtex 9912M motorized lock, LED light, mogul key cylinder, mogul key, and door position switch at the following locations: Existing Sally Port E151 (All four doors into this space) inclusive of doors D154, D158, D160, D161 & exterior door D153 all keyed both sides. SHU cell doors 141A through 141I (9 Total) & 143A through 143I (9 Total) all keyed one side.
4) New Airtex stainless steel hinges at Existing Corridor doors.
5) Replace existing in-swinging cell door with new out-swinging security hollow metal cell door and three-sided frame at cell doors 141A & 143A inclusive of frame install and grouting of frame. (Two Total)
6) Provide Airtex High Security Anti-Splash Food Pass Assemblies with (1) AT5017 mechanical lock, paracentric key cylinder, and paracentric key at SHU cell doors 141A, 141B, 143A, 143B. (4 Total)
7) Provide High Secure Anti-Splash Food Pass box with (2) AT5017 mechanical locks, paracentric key cylinder, and paracentric key. (3 Total)
8) New local control panels, control termination points, and new cable/wire to surface mounted locks above. (Note; Reuse existing conduit.)
9) Proposal is based on areas of work being unoccupied for the duration of installation.
10) Proposal is based on completing all work with one mobilization.
11) Old locks and panels to be returned to Owner for his disposal.
12) Freight included to the project site location.
13) Provide one year warranty for parts and labor.

Note: Current lead times for retrofit lock assemblies are approximately 8 to 10 weeks for submittals and 14 to 16 weeks on delivery after receipt of approved submittals.

II. PRICING

A. Base Bid: $244,898.00

III. CLARIFICATIONS

A. This proposal is based on the same subcontract terms and conditions and scope of work of MTS's subcontract, dated, signed and agreed upon on 10/25/21 with Daniels and Daniels Construction Co., Inc. for the Nash County Detention Facility Addition.
B. We do not include finish painting and caulking.
C. This proposal is based on Owner providing unoccupied and unfettered work areas for the duration of this scope of work for a complete an operational system.
D. Owner shall provide adequate staging areas for materials and ventilation for this scope of work.
E. Performance and Payment Bonds are not included but may be added at Customer's expense.
F. We specifically exclude any and all design liability.
G. Payments will be allowed for materials suitably stored on or off the project site.
H. This quotation is valid for 30 days from the bid date of this proposal.

Should you have any questions please do not hesitate to contact me.

MONTGOMERY TECHNOLOGY SYSTEMS, LLC

Tom Anguiano
Estimating Manager
(O) 210-551-0789 Ext. 302
(C) 210-237-9254
toma@montgomerytechnology.com
Item: Recommendation of Award – Nash County Pet Connection Center Bid Award

Initiated By: Jonathan L. Boone, P.E. – Director of Public Utilities & Facilities

Action Proposed: Approve

Description:

Bids were received on Thursday, April 21, 2022 in conjunction with the above referenced project. In general, this project consists of construction of a 9,185 square foot facility on a portion of the land acquired by Nash County adjacent to Nash Community College to replace the existing Animal Shelter located at 933 First Street Extension. R&L Builders and Sons submitted the lowest responsible, responsive bid (base bid) in the amount of $2,366,402. Two add alternates were included in the project and it is recommended that the add alternate 2 (upgrade to standing seam metal roof) be included in the bid award. Accounting for an allowance related to the unit prices, the recommended award amount is $2,385,402.

Recommended Action:

Approve award of Nash County Detection Facility Addition Project to R & L Builders & Sons in the amount of $2,385,402 and authorize the County Manager to execute the contract on behalf of Nash County pending review and approval by the County Attorney receipt of all the required documents.
To: Stacie Shatzer, County Manager
From: Jonathan L. Boone, P.E., Director of Public Utilities & Facilities
Date: April 28, 2022
Subject: Recommendation of Award – Pet Connection Center

Please find attached the Certified Bid Tabulation for the bids received on Thursday, April 21, 2022 and the Recommendation of Award provided by Dawson Construction Services in conjunction with the above referenced project. In general, this project consists of construction of a 9,185 square foot facility on a portion of the land acquired by Nash County adjacent to Nash Community College to replace the existing Animal Shelter located at 933 First Street Extension. In addition to increasing the capacity for both dogs and cats, the facility will provide for significant enhancements focused on supporting and promoting pet adoptions.

A review of the bid tab indicates that R & L Builders and Sons provided the lowest responsive, responsible bid on this project. A summary of their bid includes:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$2,366,402.00</td>
</tr>
<tr>
<td>Alternate No. 2</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>Unit Price 1</td>
<td>$38.00</td>
</tr>
<tr>
<td>Unit Price 2</td>
<td>$35.00</td>
</tr>
<tr>
<td>Total</td>
<td>$2,375,402 + unit allowance</td>
</tr>
</tbody>
</table>

Although the bids received would approximately 35% higher than the Project Estimate, the base bid range was only $237,600 between the lowest four bids (low of $2,366,402 to high of $2,604,000). When compared to the low bid, this amounts to a difference of 10%. While considerably higher than the Project Estimate, the relatively tight range seems to indicate that the bids are indicative of the current market for this type of construction. Furthermore, based on conversations with Dawson Construction Services, there are no indications the bid climate will improve in the foreseeable future.

With this in mind, it is recommended that the County Commissioners approve award of the Nash County Pet Connection Center Project to R & L Builders & Sons in the amount of $2,385,402 and authorize the Chair of the County Commissioners to execute a contract for same on behalf of Nash County.

Should you require any additional information regarding this recommendation, please advise.
### Nash County

**Commissioner’s Agenda Information Sheet**

**Date:** Monday, May 2, 2022  
**Attachments:** no

<table>
<thead>
<tr>
<th>Item:</th>
<th>Discussion of Recently Implemented Convenience Center Permit Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initiated By:</td>
<td>Bill Hill, Health Director</td>
</tr>
<tr>
<td>Action Proposed:</td>
<td>General Discussion and Update</td>
</tr>
</tbody>
</table>

**Description:**

To discuss the implementation of the new Convenience Center Permit program

**Recommendation:**

To receive feedback from Commissioners
Item: Nash County State and Local Fiscal Recovery Funds (SLFRF)/ American Rescue Plan Act (ARPA) Committee Update

Initiated By: Catryna Whitehurst, ARPA Grant Administrator

Action Proposed: No Action

Description:

Background Information:

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. The program has provided funds to state, territorial, local, and tribal governments to support response to and recovery from the COVID-19 pandemic.

From the SLFRF program, Nash County is set to receive a total of $18,316,518, paid in two distributions (or tranches). Nash County received the first distribution of $9,158,140.50 June 1, 2021 and the second distribution will be paid no earlier than twelve months after the first payment.

Where we are today:

The Nash County ARPA committee has been meeting monthly to discuss potential projects and related policies. The final rule for use of funds became effective April 1, 2022.

The current activities and focus have been on Nash County employee premium/hazard pay policy which we hope to initiate by June 15 and a policy/application for Nash County Non Profit reimbursement funding for Pandemic related expenses that we plan to make available this week and fund by the middle of July.

There are numerous policies related to the use of these federal grant funds that have been recommended by the Federal Uniform Guidance in the ARPA Final Rule in conjunction with the UNC School of Government. It is our plan to present a resolution to the Board at the June 6, 2022 Board of Commissioners meeting to adopt these policies and also present an amended project ordinance to adjust the categories for the ARPA funding to reflect the updated proposed use of funds.
**Nash County**  
**Commissioner’s Agenda Information Sheet**  
Date: Monday, May 2, 2022

<table>
<thead>
<tr>
<th>Item:</th>
<th>Excise Tax Refund Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initiated By:</td>
<td>Sandra Davis, Register of Deeds</td>
</tr>
<tr>
<td>Presented By:</td>
<td>Donna Wood, Finance Officer</td>
</tr>
<tr>
<td>Action Proposed:</td>
<td>Approve Refund of $200.00 Excise Tax:</td>
</tr>
</tbody>
</table>

**Description:**

A Deed was filed in the Nash County Register of Deeds office erroneously on January 14, 2022. This property is located in Edgecombe County. The Attorney’s office is asking that we refund the $200.00 Excise Tax for Deed.

**Recommendation:**

Approve Refund of $200.00 Excise Tax filed in error with Nash County.
AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF NASH

The undersigned, being first duly sworn, states that:

1. On January 14, our office The McCall Law Firm, erroneously recorded a North Carolina General Warranty Deed in Book 3190, Page 79 conveying title from Eddie Coleman Jr (Grantors) to Hykal Properties LLC (Grantee) at the Nash County Register of Deeds as further described in attached Exhibit “A.”

2. The above-referenced instrument was intended to be recorded in Edgecombe County, thus there are no taxes due to Nash County since the instrument was recorded in the incorrect county.

3. The aforementioned Deed should have been recorded with the Edgecombe County Register of Deeds, as the subject property is located within Edgecombe County.

4. The McCall Law Firm asks that the Excise Tax be refunded to our office in the amount of $200.00 since there were no taxes due to Nash County.

Further, affiant sayeth not.

Katheline Tran
STATE OF __________
COUNTY OF __________

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, Katheline Tran acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Katheline Tran

Date: 1-14-22

Craig T. McCall
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires Aug. 22, 2022

Notary Public
My commission expires: 8-22-22

Submitted electronically by "The McCall Law Firm, PC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Nash County Register of Deeds.
This instrument prepared by The McCall Law Firm, PC, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county Tax Collector upon disbursement of closing proceedings.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $200.00

Parcel Identifier No. 3769-27-0254-00 Verified by County on the day of ,

By:

This instrument was prepared by: The McCall Law Firm, PC – 2626 Glenwood Ave, Suite 390, Raleigh, NC 27608 Mail/Box to: Grantee – 1238 Rosewood Avenue, Rocky Mount, NC 27801 Brief description for the Index: Lot 24, Blk 10, Edgemont Park

THIS DEED made this 11th day of January, 2022 by and between

GRANTOR

Eddie Coleman Jr. and spouse
Melissa Hicks Coleman
201 Saint Catherines Walk
Rocky Mount, NC 27804

GRANTEE

Hykal Properties LLC
A North Carolina Limited Liability Co.
1238 Rosewood Avenue
Rocky Mount, NC 27801

Mailing Address: 2812 Peachleaf Street
Rocky Mount, NC 27614

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the Township of , City of Rocky Mount, Nash County, North Carolina and more particularly described as follows:

BEGINNING AT A STAKE in the northern property line of Rosewood Street 382.5 feet westerly from its intersection with the western property line of Fairground Road, corner between Lots 24 and 25, Block 10, as shown on map hereinafter referred to; thence with the northern property line of Rosewood Street, N. 86 deg. W. 67.5 feet to a stake, corner between Lots No. 23 and 24, thence with the dividing line between Lots 23 and 24 N. 4 deg. E. 142 feet to a stake in the line of the City of Rocky Mount land; thence with said line S. 83 deg. 09 min. E. 67.58 feet to a stake, corner between Lot Nos. 24 and 25; thence with the dividing line between Lots No. 24 and 25, S. 4 deg. W. 138.61 feet to the beginning and being Lot No 24, Block 10 as shown on map of Edgemont Park, recorded in Map Book 6, Page 91, Edgecombe County Register of Deeds.

Parcel ID: 3769-27-0254-00
Property Address: 1238 Rosewood Avenue, Rocky Mount, NC 27801
This property is  or  is not the primary residence of the Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1253, Page 247, Nash County Registry.

A map showing the above described property is recorded in Map Book 6, Page 91, Nash County Registry.

The Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

1. 2022 ad valorem real property taxes and subsequent years.
2. Utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the property.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Eddie Coleman Jr.

Melissa Hicks Coleman

SEAL-STAMP  State of NC — County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Eddie Coleman Jr. and Melissa Hicks Coleman personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 18th day of January, 2022.

Notary Public:
Printed Name: Amanda Joy Smith
My Commission Expires: 9.1.24
Item: FY 2021-2022 Audit Contract

Initiated By: Donna Wood, Finance Officer

Action Proposed: Approval of FY2021-2022 Audit Contract

Description:

The Local Government Commission requires the governing body to approve the audit contract annually. This audit contract is with Thompson, Price, Scott Adams & Co., P.A. The cost of the audit and preparation of the annual financial statements for FY2021-2022 is set at $52,000.

Recommendation:

Approve the contract as presented.
CONTRACT TO AUDIT ACCOUNTS

LGC-205

Rev. Item 23.

The

Primary Government Unit

NASH COUNTY

and

Discretely Presented Component Unit (DPCU) (if applicable)

N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and

Auditor Name

THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.

Auditor Address

1626 S MADISON STREET WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for

Fiscal Year Ending

06/30/22

Audit Report Due Date

10/31/22

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with Government Auditing Standards if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity’s auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in Government Auditing Standards, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in Government Auditing Standards. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor’s receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit’s (Units’) systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as “significant deficiencies and material weaknesses” in AU-C 265 of the AICPA Professional Standards (Clarified). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit’s (Units’) records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked ‘approved’ with approval date shall be returned to
the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit’s (Units’) audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management’s Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor’s opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors’ opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit’s (Units’) financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners’ Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit’s (Units’) failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. Applicable to audits with fiscal year ends of June 30, 2020 and later. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to audits with fiscal year ends of June 30, 2021 and later. The auditor shall present the audited financial statements including any compliance reports to the government unit’s governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor’s presentation to the government unit’s governing body or audit committee shall include:
   a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
   b) the status of the prior year audit findings;
   c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
   d) notification to the governing body that the governing body shall develop a “Response to the Auditor’s Findings, Recommendations, and Fiscal Matters,” if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).
30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.
FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and Governmental Auditing Standards, 2018 Revision. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: [ ] Auditor  [ ] Governmental Unit  [ ] Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: DONNA WOOD  Title and Unit / Company: Finance Officer/ Nash County  Email Address: donna.wood@nashcountync.gov

OR Not Applicable  (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

<table>
<thead>
<tr>
<th>PRIMARY GOVERNMENT FEES</th>
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<tr>
<td>Primary Government Unit</td>
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<tr>
<td>Audit Fee</td>
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<tr>
<th>Additional Fees Not Included in Audit Fee:</th>
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<tr>
<td>Fee per Major Program</td>
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<tr>
<td>Writing Financial Statements</td>
</tr>
<tr>
<td>All Other Non-Attest Services</td>
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</tbody>
</table>

| 75% Cap for Interim Invoice Approval       | $ 39,000.00      |
| (not applicable to hospital contracts)     |                  |

<table>
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<tr>
<th>DPCU FEES (if applicable)</th>
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<tr>
<td>Discretely Presented Component Unit</td>
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<td>Audit Fee</td>
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</tbody>
</table>

| 75% Cap for Interim Invoice Approval       | $                |
| (not applicable to hospital contracts)     |                  |
### SIGNATURE PAGE

#### AUDIT FIRM

<table>
<thead>
<tr>
<th>Audit Firm*</th>
<th>THOMPSON, PRICE, SCOTT, ADAMS &amp; CO, P.A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Firm Representative (typed or printed)*</td>
<td>ALAN W. THOMPSON</td>
</tr>
<tr>
<td>Signature*</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Date*</td>
<td>04/20/22</td>
</tr>
<tr>
<td>Email Address*</td>
<td><a href="mailto:alanthompson@tpsacpas.com">alanthompson@tpsacpas.com</a></td>
</tr>
</tbody>
</table>

#### GOVERNEMENTAL UNIT

<table>
<thead>
<tr>
<th>Governmental Unit*</th>
<th>NASH COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Primary Government Unit Governing Board Approved Audit Contract*</td>
<td>(G.S.159-34(a) or G.S.115C-447(a))</td>
</tr>
<tr>
<td>Mayor/Chairperson (typed or printed)*</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Date</td>
<td>[Date]</td>
</tr>
<tr>
<td>Email Address</td>
<td>[Email Address]</td>
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#### GOVERNEMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

<table>
<thead>
<tr>
<th>Primary Governmental Unit Finance Officer* (typed or printed)</th>
<th>DONNA WOOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature*</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Date of Pre-Audit Certificate*</td>
<td>[Date of Pre-Audit Certificate]</td>
</tr>
<tr>
<td>Email Address*</td>
<td><a href="mailto:donna.wood@nashcountync.gov">donna.wood@nashcountync.gov</a></td>
</tr>
</tbody>
</table>
April 20, 2022

Nash County
120 W. Washington St, Suite 3072
Nashville, NC  27856

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Nash County for the year ended June 30, 2022. We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Nash County as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Nash County’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Nash County’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

We have also been engaged to report on supplementary information other than RSI that accompanies the Nash County’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules
The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor’s report will not provide an opinion or any assurance on that other information.

1. Introductory and Statistical Schedules (prepared for Annual Comprehensive Financial Report presentation)

Our responsibility for other information included in documents containing the entity’s audited financial statements and auditors’ report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Nash County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental
regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures-Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

**Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Nash County’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. Accordingly, we will express no such opinion. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Nash County’s major programs. For federal programs that are included in the Compliance
Supplement, our compliance and internal control procedures will relate to the compliance requirements that the
Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an
opinion on Nash County’s compliance with requirements applicable to each of its major programs in our report on
compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and
related notes of Nash County in conformity with U.S. generally accepted accounting principles and the Uniform
Guidance based on information provided by you. These nonaudit services do not constitute an audit under
Government Auditing Standards and such services will not be conducted in accordance with Government Auditing
Standards. We will perform the services in accordance with applicable professional standards. The other services
are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes
services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any
procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to
the preparation and fair presentation of financial statements that are free from material misstatement, whether due to
fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing
activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3)
ensuring that there is reasonable assurance that government programs are administered in compliance with
compliance requirements; and (4) ensuring that management and financial information is reliable and properly
reported. Management is also responsible for implementing systems designed to achieve compliance with
applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and
application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of
expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally
accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes)
and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also
include identifying significant contractor relationships in which the contractor has responsibility for program
compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the
accuracy and completeness of that information. You are also responsible for providing us with (1) access to all
information of which you are aware that is relevant to the preparation and fair presentation of the financial
statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as
needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the
purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it
necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to
us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during
the current engagement and pertaining to the latest period presented are immaterial, both individually and in the
aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for
informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management,
(2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have
a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any
allegations of fraud or suspected fraud affecting the government received in communications from employees,
former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that
the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also
responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws,
regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is
management’s responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms
and conditions of federal awards; take prompt action when instances of noncompliance are identified including
noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings;
and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary
schedule of prior audit findings should be available for our review by May 1, 2022.
You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors’ report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Donna Wood), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.
We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors’ report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit by approximately May 1, 2022 and to issue our reports no later than October 31, 2022. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed $52,000. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.
We appreciate the opportunity to be of service to the Nash County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

[Signature]

Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.
RESPONSE:

This letter correctly sets forth the understanding of the Nash County.

Management signature: ________________________________________________

Title: _______________________________________________________________ ✓

Date: _______________________________________________________________ ✓

Governance signature: ________________________________________________

Title: _______________________________________________________________ ✓

Date: _______________________________________________________________ ✓

CC: Board of Commissioners
Item: 2020 Essential Single-Family Rehabilitation Loan Pool Project Ordinance Amendment

Initiated By: Donna Wood, Finance Officer

Action Proposed: Approve Grant Project Budget Ordinance Amendment

Description:

The ESFRLP20 program targets properties with moderate repair needs which are essential. Eligible households must be in Nash County (including municipalities) and have household income at or below the Nash County 2020 80% median household income mark. (For a family of four, that would be $44,150. Households must also be occupied by individuals with special needs (elderly, disabled, other than dishonorably discharged military veteran, or a child with elevated blood lead levels).

The Nash County 2020 Essential Single Family Rehabilitation Loan Pool (ESFRLP20) Program was approved for modification on March 30, 2022. The modification increased the allocated funding from $190,000 to $320,000, which increases the number of homes that can be repaired from five to eight. The attached Grant Project Ordinance amends the project to increase the funding allocation and related costs.
GRANT PROGRAM BUDGET
NASH COUNTY
2020 ESFRLP- PROGRAM GRANT ORDINANCE
AMENDMENT

Be it ordained by the Board of Commissioners of Nash County, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Program Budget is hereby adopted:

Section 1. The Program authorized is the Essential Single Family Rehabilitation Loan Pool-Program (ESFRLP20 described in the work statement contained in the grant agreement between this unit and the North Carolina Housing Finance Agency. This project is more familiarly known as the 2020 ESFRLP Program (Funding Agreement Number ESFRLP20).

Section 2. The officers of this unit are hereby directed to proceed with the Grant Program Budget within the terms of the grant documents, the rules and regulations of the NC Housing Finance Agency and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this Program:

<table>
<thead>
<tr>
<th>Original</th>
<th>Amendment 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>0180623-451030</td>
<td>NC Housing Finance Agency 2020 ESFRLP</td>
</tr>
</tbody>
</table>

Section 4. The following amounts are appropriated for the Program:

<table>
<thead>
<tr>
<th></th>
<th>Original</th>
<th>Amendment 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>0184987-535900</td>
<td>Hard Costs</td>
<td>$140,000</td>
</tr>
<tr>
<td>0184987-519903</td>
<td>Soft Costs</td>
<td>$50,000</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$190,000</td>
</tr>
</tbody>
</table>

Section 5. The Finance Director is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and federal and state regulations.

Section 6. The Finance Director is authorized to revise the existing budget as needed to make needed changes between and above listed line items within the ESFRLP revenues available.

Section 7. The Board recognizes the County may receive additional revenues from the ESFRLP Loan Pool to do additional units and authorizes the Finance Director to make appropriate changes as needed to this budget to accommodate for these additional revenues and expenditures.

Section 8. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 9. The Finance Director is directed to report annually on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 10. The Finance Director 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 11. Copies of this grant project ordinance shall be made available to the budget officer and the Finance Director for direction in carrying out this Program.

Adopted this 2nd day of May, 2022.

Robbie B. Davis, Chairman
Nash County Board of Commissioners

ATTEST:

Janice Evans, Clerk to the Board
Item: Northern Nash Water System Project Amendment

Initiated By: Donna Wood, Finance Officer

Action Proposed: Approve Amended Project Ordinance

Description:

The attached amendment is presented to correct the project ordinance. When the additional loan funds were added with the amended ordinance presented and approved in December 2021, the loan funds were incorrect. The new loan funds were $654,500 and the amount included in the amendment was $654,000. This amendment corrects the $500 error.
BE IT ORDAINED BY THE Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The project authorized is the Nash County Northern Nash Water System Project for the purpose of extending water lines to areas in Red Oak and Dortches, North Carolina and the Blue Heron Water Main Extension.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of this ordinance and all rules and regulations within North Carolina General Statutes as it pertains to capital projects, grant projects, and the budget contained herein.

Section 3. The following revenues are anticipated for this project:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amendment 7</th>
<th>Amendment 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>1620600-498100</td>
<td>Transfer from General Fund</td>
<td>$188,990.00</td>
<td>$188,990.00</td>
</tr>
<tr>
<td>1620600-472054</td>
<td>State Revolving Fund Grant</td>
<td>$3,000,000.00</td>
<td>$3,000,000.00</td>
</tr>
<tr>
<td>1620600-472109</td>
<td>State Revolving Fund Loan</td>
<td>$7,199,000.00</td>
<td>$7,199,500.00</td>
</tr>
<tr>
<td>1620600-472109</td>
<td>Miscellaneous Income</td>
<td>$238,891.00</td>
<td>$238,891.00</td>
</tr>
<tr>
<td></td>
<td>NNWS Phase 1</td>
<td>$10,626,881.00</td>
<td>$10,627,381.00</td>
</tr>
<tr>
<td>1620633-498100</td>
<td>Transfer from General Fund</td>
<td>$58,400.00</td>
<td>$58,400.00</td>
</tr>
<tr>
<td>1620633-488091</td>
<td>Developer Fee</td>
<td>$76,600.00</td>
<td>$76,600.00</td>
</tr>
<tr>
<td></td>
<td>Blue Heron Water Main Extension</td>
<td>$135,000.00</td>
<td>$135,000.00</td>
</tr>
<tr>
<td></td>
<td>Total NNWS Project</td>
<td>$10,761,881.00</td>
<td>$10,762,381.00</td>
</tr>
</tbody>
</table>

Section 4. The following expenditures are projected:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amendment 7</th>
<th>Amendment 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>1627130-557001</td>
<td>Property Acquisition</td>
<td>$312,723.00</td>
<td>$312,723.00</td>
</tr>
<tr>
<td>1627130-559005</td>
<td>Construction</td>
<td>$7,946,580.00</td>
<td>$7,947,080.00</td>
</tr>
<tr>
<td>1627130-559009</td>
<td>Construction Observation</td>
<td>$456,417.00</td>
<td>$456,417.00</td>
</tr>
<tr>
<td>1627130-559120</td>
<td>Legal and Administrative</td>
<td>$176,485.00</td>
<td>$176,485.00</td>
</tr>
<tr>
<td>1627130-559214</td>
<td>Engineering</td>
<td>$816,186.00</td>
<td>$816,186.00</td>
</tr>
<tr>
<td>1627130-559216</td>
<td>Permitting, Easements, Sites</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>1627130-559218</td>
<td>Water-line Purchase</td>
<td>$107,500.00</td>
<td>$107,500.00</td>
</tr>
<tr>
<td>1627130-569661</td>
<td>SRF Loan Origination Fee</td>
<td>$188,990.00</td>
<td>$188,990.00</td>
</tr>
<tr>
<td>1627130-599100</td>
<td>Contingency</td>
<td>$592,000.00</td>
<td>$592,000.00</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$10,626,881.00</td>
<td>$10,627,381.00</td>
</tr>
<tr>
<td>1627133-559005</td>
<td>Construction</td>
<td>$135,000.00</td>
<td>$135,000.00</td>
</tr>
<tr>
<td></td>
<td>Blue Heron Water Main Extension</td>
<td>$135,000.00</td>
<td>$135,000.00</td>
</tr>
<tr>
<td></td>
<td>Total NNWS Project</td>
<td>$10,761,881.00</td>
<td>$10,762,381.00</td>
</tr>
</tbody>
</table>
Section 5. The Finance Officer shall report quarterly on the financial status of each project element in Section 4 and total revenues received or claimed.

Section 6. The County Manager shall have the authority to approve incidental change orders up to $25,000 per occurrence within the budgeted project.

Section 7. Copies of this Capital Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 2nd day of May 2022.

ATTEST:

Robbie B. Davis, Chairman

Janice Evans, Clerk to the Board
Item: Budget Amendments
Initiated By: Donna Wood, Finance Officer
Action Proposed: Approval Requested

The following budget amendments are presented for the Board’s consideration for Fiscal Year 2021-2022:

1) Recreation Department

This budget amendment is requested to make funds available that have already been collected in Sponsorship revenue for our Spring Sports; Baseball, Softball, T-Ball, Flag Football, Soccer.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th>0100400-449804</th>
<th>Sponsorship</th>
<th>13,740</th>
<th>Incr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure:</td>
<td>0106120-569247</td>
<td>Sponsorship</td>
<td>13,740</td>
<td>Incr</td>
</tr>
</tbody>
</table>

2) Emergency Services

This budget amendment appropriates funding from the Emergency Management Performance Grant program. These funds are to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program, including planning, equipment purchases, training and funding requirements. No County funds required.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th>0100213-445005</th>
<th>Emergency MGMT Grant - Supplement</th>
<th>18,230</th>
<th>Incr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure:</td>
<td>0104370-569655</td>
<td>Emergency MGMT Grant - Supplement</td>
<td>18,230</td>
<td>Incr</td>
</tr>
</tbody>
</table>
3) Health Department

This budget amendment appropriates additional funds based on an increase in the participation rate to enhance local health department’s ability to continue with the objective of the Special Supplemental Nutritional Program for the Women’s and Children’s Health Services. No County funds required.

Revenue:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>0100211-452131</td>
<td>WIC State Funds</td>
<td>1,393</td>
<td>incr</td>
</tr>
</tbody>
</table>

Expenditure:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>0105211-526000</td>
<td>Supplies</td>
<td>1,393</td>
<td>incr</td>
</tr>
</tbody>
</table>

4) Planning & Inspections Department

This budget amendment is presented to budget additional funds for third-party cell tower project reviews by CityScape Consultants, Inc. related to the expansion of 5G and broadband internet service. Review fees are paid by the project applicant, so no additional County funds are required. No County funds are required.

Revenue:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>0100300-423005</td>
<td>CELL TOWER REVIEW FEES</td>
<td>7,500</td>
<td>incr</td>
</tr>
</tbody>
</table>

Expenditure:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>0104910-519915</td>
<td>PS-WIRELESS COMM FACILITY</td>
<td>7,500</td>
<td>incr</td>
</tr>
</tbody>
</table>

5) JCPC Funding

This budget amendment is to budget additional discretionary funds to the Impact Plus Program for increased fuel expenses and t-shirts for staff and clients.

Revenue:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>0100213-458333</td>
<td>Impact Plus</td>
<td>2,700</td>
<td>incr</td>
</tr>
</tbody>
</table>

Expenditure:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>0105235-569034</td>
<td>Impact Plus</td>
<td>2,700</td>
<td>incr</td>
</tr>
</tbody>
</table>
6) HCCBG

This budget amendment is to transfer HCCBG funds from Medical Transportation to By Faith Home Care. The difference in the revenue and expense relates to County match funds not required due to the transfer of funds.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0100213-458676</td>
<td>HCCBG Medical Transportation</td>
<td>2,654</td>
</tr>
<tr>
<td>0100213-455558</td>
<td>HCCBG Option By Faith</td>
<td>2,654</td>
</tr>
<tr>
<td>0100991-499100</td>
<td>Fund Balance Appropriated</td>
<td>(295)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0105330-569084</td>
<td>HCCBG Medical Transportation</td>
<td>2,949</td>
</tr>
<tr>
<td>0105330-569902</td>
<td>HCCBG Option By Faith</td>
<td>2,654</td>
</tr>
</tbody>
</table>

7) General Fund Transfer – Animal Facility Capital Project

This budget amendment is to appropriate fund balance from the general fund to transfer to the Animal Facility Project to cover the costs to complete the project.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0100991-499100</td>
<td>General Fund Appropriation</td>
<td>840,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0109500-598149</td>
<td>Transfer to Animal Facility Project</td>
<td>840,000</td>
</tr>
</tbody>
</table>

8) Asset Forfeiture/Insurance Proceeds

This budget amendment is to budget insurance proceeds received for a 2019 Dodge Charger identified as totaled. These funds will be used to purchase a replacement vehicle.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0290600-492005</td>
<td>Insurance Proceeds</td>
<td>23,511</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0104310-554000</td>
<td>Vehicle</td>
<td>23,511</td>
</tr>
</tbody>
</table>
Item: Approval of Land Transfer to Nash Community College

Initiated By: Stacie Shatzer, County Manager
Vince Durham, County Attorney

Action Proposed: Approve the Transfer of Land Subject to the State Community College Board Approval

Description:

Nash County purchased land for the construction of a new Animal Facility adjacent to Nash Community College. The County does not need the full tract of land for the Animal Facility and we have been in conversation with the College about how that land can be used by the College moving forward. I believe it is the consensus of this Board to transfer the back portion 14 +/- acres of that tract of land to Nash Community College and that is the request here today. Attached is a map of the land.

Recommendation:

Approve the transfer of 14 +/- acres in the back of the tract of land owned by the county subject to the State Community College Board approval.
Item 27.

RECOMBINATION PLAT — PROPERTY OF

NASH COUNTY

OAK LEVEL TWP., NASH COUNTY, N.C.

JANUARY 12, 2023

SCALE 1" = 120'

GRAPHIC SCALE 1 inch = 120 feet

James G. Strickland
Land Surveying, P.A.

123 Washington Street
Nashville, North Carolina 27556

North Carolina Licensee Number: C-720
Cell Phone: 434-606-2316
Fax: 703-233-5880

(Revised March 23, 2022 — Names Changed, Recombination Shown and Lots 1 & 2 Surveyed.)
Item 28.

Nash County
Commissioner’s Agenda Information Sheet
Date: Monday, May 2, 2022

Item:
Elect a Voting Delegate to the NACo Annual Business Meeting

Initiated By:
Stacie Shatzer, County Manager

Action Proposed:
Elect a Voting Delegate

Description:

The National Association of Counties, NACo will hold the 2022 Annual Business Meeting at the NACo Annual Conference on Sunday, July 24, 2022 at 9:15 a.m. at the Gaylord Rockies Resort & Convention Center in Adams County, Colorado in accordance with the bylaws. The Board needs to elect a voting delegate to represent Nash County.
Item: Board Appointments
Initiated By: Stacie Shatzer, County Manager
Action Proposed: Consider Appointments

Description:

Nash County Board of Adjustment

A new Alternate Member #3 needs to be appointed, which is a carry over from last month. I have since heard from Mr. Tyson that Alternate Member #1 Terry Williams has resigned as he will be moving out of Nash County. Therefore, we now have two vacancies for Alternate Members #2 and #3.

Note: There will be no serving Board members from Commissioner District #4 (Sue Leggett) or District #6 (Gwen Wilkins).

Gateway Technology Center Board of Directors

The Gateway Technology Center Board of Directors has a vacancy for a Nash County representative. Stacie Shatzer is now serving in the seat Mr. Lamb filled and the other Nash County appointment was previously filled by the late Mrs. Mary Wells. Their next Board meeting is May 17, 2022 at 9:00AM and will be held at the Carolinas Gateway Partnership in Rocky Mount.


Commissioner Fred Belfield is a current member of the Board of Directors to N.E.W. Community Action, Inc. In an effort to preserve this non-profit’s ability to secure future funding from the County, we are requesting that you appoint a representative for Commissioner Belfield. Appointing a representative for an elected official follows the requirements for N.E.W. Community Action, Inc. funding agencies – specifically Community Services Block Grant (CSBG), which requires a tri-partite Board.

Town of Nashville Board of Adjustment

The Town of Nashville is asking the Board of Commissioners to appoint an ETJ member to their Board of Adjustment. A member has resigned.
Town of Bailey Planning Board/Board of Adjustment

The Town of Bailey has a vacancy on its Planning Board/Board of Adjustment for an ETJ member and they are recommending Mike Davis for appointment. Mr. Davis is eligible, willing and recommended for appointment.
<table>
<thead>
<tr>
<th>Appointment Date</th>
<th>Board Name</th>
<th>Name</th>
<th>Phone</th>
<th>District</th>
<th>Length</th>
<th>Eligible for Reappointment</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/30/23</td>
<td>Rocky Mount Board of Adjustment</td>
<td>Vacant</td>
<td></td>
<td>3 yrs</td>
<td>Waiting for CRM Action</td>
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<tr>
<td>06/30/23</td>
<td>Rocky Mount Board of Adjustment</td>
<td>Vacant</td>
<td></td>
<td>3 yrs</td>
<td>Waiting for CRM Action</td>
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<tr>
<td>12/31/17</td>
<td>UCPRPO - Transportation Advisory Comm.</td>
<td>Vacant (optional)</td>
<td></td>
<td>1 yr</td>
<td>Alternate Commissioner Member</td>
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<tr>
<td>04/30/18</td>
<td>Rocky Mount Planning Bd - ETJ Member</td>
<td>Vacant</td>
<td></td>
<td>3 yrs</td>
<td>Waiting for CRM Action</td>
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<td></td>
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<tr>
<td>12/31/18</td>
<td>NCSCS - Board of Commissioners</td>
<td>Vacant</td>
<td></td>
<td>3 yrs</td>
<td>Recommended by NCSCS</td>
<td></td>
<td></td>
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<tr>
<td>04/30/22</td>
<td>Nash County Board of Commissioners</td>
<td>Tommy Bass</td>
<td>478-5592</td>
<td>4 yrs</td>
<td>3*</td>
<td>No</td>
<td>*3 as Reg. Member; 1 as Alt. Member</td>
</tr>
<tr>
<td>06/30/22</td>
<td>Nash County Planning Board</td>
<td>Deteon Parker</td>
<td>937-4588</td>
<td>5 yrs</td>
<td>1</td>
<td>Yes</td>
<td>Filled Unexpired Term for David Green 1st term</td>
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<tr>
<td>06/30/22</td>
<td>Nash County Planning Board</td>
<td>James &quot;Jimmy&quot; Glover</td>
<td>H-237-9779 W-237-0926</td>
<td>4 yrs</td>
<td>0</td>
<td>Yes</td>
<td></td>
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<tr>
<td>06/30/22</td>
<td>ABC Board</td>
<td>Kenneth E. Gilliam</td>
<td></td>
<td>3 yrs</td>
<td>2</td>
<td>Yes</td>
<td>(1st term is was filling unexpired)</td>
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<tr>
<td>06/30/22</td>
<td>ABC Board</td>
<td>James &quot;Butch&quot; Mill</td>
<td></td>
<td>4 yrs</td>
<td>0</td>
<td>Yes</td>
<td>Recommended by NCSCS</td>
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<tr>
<td>06/30/22</td>
<td>ABC Board Chair - Just Chair Appointment</td>
<td>Kenneth Gilliam (Chairperson)</td>
<td>904-2477</td>
<td>1 yr</td>
<td>Only Chair Term Up (1-year) Filling unexpired chair term for Julia Coglington-Bryant</td>
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<tr>
<td>06/30/22</td>
<td>NCC - Board of Trustees</td>
<td>James Mercer</td>
<td>459-9444</td>
<td>4 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Public Member</td>
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<tr>
<td>06/30/22</td>
<td>Turning Point Work Force Dev. Board</td>
<td>Beth Ann Rose</td>
<td></td>
<td>2 yrs</td>
<td>1</td>
<td>Yes</td>
<td>Public Sector Member</td>
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<tr>
<td>12/31/22</td>
<td>Agriculture Advisory Board</td>
<td>Steve Bass</td>
<td>459-2483</td>
<td>4 yrs</td>
<td>3</td>
<td>?</td>
<td>Recommended by Extension Dir.</td>
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<td>12/31/22</td>
<td>Agriculture Advisory Board</td>
<td>Linda Fisher</td>
<td>813-2210</td>
<td>3 yrs</td>
<td>3</td>
<td>?</td>
<td>Recommended by Extension Dir.</td>
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<td>12/31/22</td>
<td>Agriculture Advisory Board</td>
<td>Brent Leggett</td>
<td>885-0229</td>
<td>4 yrs</td>
<td>3</td>
<td>?</td>
<td>Recommended by Extension Dir.</td>
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<tr>
<td>12/31/22</td>
<td>NCHS - Board of Commissioners</td>
<td>Robbie A. Green</td>
<td>731-796-0399</td>
<td>7 yrs</td>
<td>0</td>
<td>Yes</td>
<td>Recommended by NCSCS</td>
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<tr>
<td>12/31/22</td>
<td>NCHS - Board of Commissioners</td>
<td>Sue Leggett</td>
<td></td>
<td>4 yrs</td>
<td>0</td>
<td>Yes</td>
<td>Recommended by NCSCS</td>
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<tr>
<td>12/31/22</td>
<td>NCHS - Board of Commissioners</td>
<td>Ivan Y. Peacock, MD</td>
<td>443-7686</td>
<td>6 yrs</td>
<td>3</td>
<td>Yes</td>
<td>Recommended by NCSCS</td>
</tr>
<tr>
<td>12/31/22</td>
<td>NCHS - Board of Commissioners</td>
<td>Bill Lehnes</td>
<td></td>
<td>5 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Recommended by NCSCS</td>
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<tr>
<td>12/31/22</td>
<td>UCPRPO - Transportation Advisory Comm.</td>
<td>J. Wayne Outlaw</td>
<td>443-2490</td>
<td>5 yrs</td>
<td>8</td>
<td>Yes</td>
<td>Regular Commissioner Member</td>
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<tr>
<td>12/31/22</td>
<td>UCPRPO - Transportation Advisory Comm.</td>
<td>Town of Middlesex</td>
<td></td>
<td>3 yrs</td>
<td>6</td>
<td>Yes</td>
<td>Must be outside of the MPO</td>
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<td>12/31/22</td>
<td>UCPRPO - Transportation Advisory Comm.</td>
<td>Town of Spring Hope</td>
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<td>4 yrs</td>
<td>6</td>
<td>Yes</td>
<td>Must be outside of the MPO</td>
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<tr>
<td>12/31/22</td>
<td>UCPRPO - Transportation Advisory Comm.</td>
<td>Town of Red Oak</td>
<td></td>
<td>5 NA</td>
<td>10</td>
<td>Yes</td>
<td>Permanent Seat for L斩获 Jurisdiction</td>
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<tr>
<td>01/31/23</td>
<td>NEW Community Action Board of Directors</td>
<td>Fred Belfield</td>
<td>443-6786</td>
<td>2 yrs</td>
<td>0</td>
<td>Yes</td>
<td></td>
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<tr>
<td>01/31/23</td>
<td>NEW Community Action Board of Directors</td>
<td>Stacie Shatzer</td>
<td>459-9801</td>
<td>5 yrs</td>
<td>0</td>
<td>Yes</td>
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<td>04/30/23</td>
<td>Consolidated Human Services Board</td>
<td>Dorothy Battle</td>
<td>937-7337</td>
<td>7 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Public Member</td>
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<td>04/30/23</td>
<td>Consolidated Human Services Board</td>
<td>Yvonne Moore</td>
<td>459-6331</td>
<td>4 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Consumer Member</td>
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<tr>
<td>04/30/23</td>
<td>Consolidated Human Services Board</td>
<td>Danny Tyson</td>
<td>478-4744</td>
<td>4 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Consumer Member</td>
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<td>04/30/23</td>
<td>Consolidated Human Services Board</td>
<td>Dr. Mike Johnson (Chairman)</td>
<td>937-7777</td>
<td>2 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Optometrist Member</td>
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<td>04/30/23</td>
<td>Consolidated Human Services Board</td>
<td>Dan Cone</td>
<td></td>
<td>3 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Commissioner Member</td>
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<td>04/30/23</td>
<td>Consolidated Human Services Board</td>
<td>Chandra Meachem Tucker, DVM</td>
<td>442-3636</td>
<td>7 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Veterinarian Member</td>
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<td>04/30/23</td>
<td>Consolidated Human Services Board</td>
<td>Pat Adams</td>
<td>937-6847</td>
<td>7 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Social Worker</td>
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<td>04/30/23</td>
<td>Consolidated Human Services Board</td>
<td>Mickey League</td>
<td></td>
<td>4 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Pharmacist Member</td>
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<td>04/30/23</td>
<td>Consolidated Human Services Board</td>
<td>Dr. Mark Abel</td>
<td></td>
<td>7 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Medical Doctor Member</td>
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<td>04/30/23</td>
<td>Nash County Board of Adjustment</td>
<td>Kenneth G. Mullen</td>
<td>443-2754</td>
<td>5 yrs</td>
<td>3*</td>
<td>Yes</td>
<td>*Appointed 04/2021 as Regular Member to replace Cindy Joynor</td>
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<td>04/30/23</td>
<td>Nash County Board of Adjustment</td>
<td>Terry Michael Williams</td>
<td>252-903-3146</td>
<td>6 yrs</td>
<td>0*</td>
<td>Yes</td>
<td>*Serving as Alt. Member #1 as of 04-2021/Gwen Wilkins</td>
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<tr>
<td>04/30/23</td>
<td>Nash County Board of Adjustment</td>
<td>Oscar Bruce</td>
<td>516-499-1778</td>
<td>2 yrs</td>
<td>0</td>
<td>Yes</td>
<td>Serving as Alt. Member #2</td>
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<td>04/30/23</td>
<td>Tourism Development Authority (TDA)</td>
<td>Oscar Murphy</td>
<td>252-917-2782</td>
<td>3 yrs</td>
<td>3</td>
<td>No</td>
<td>Public Member</td>
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<tr>
<td>04/30/23</td>
<td>Tourism Development Authority (TDA)</td>
<td>Percell Kelley</td>
<td>252-883-1304</td>
<td>2 yrs</td>
<td>0</td>
<td>Yes</td>
<td>Public Member</td>
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<td>04/30/23</td>
<td>Tourism Development Authority (TDA)</td>
<td>Carole Reda</td>
<td>252-452-7079</td>
<td>3 yrs</td>
<td>0</td>
<td>Yes</td>
<td>Tourism-Related Member</td>
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<td>04/30/23</td>
<td>Tourism Development Authority (TDA)</td>
<td>Melissa Clark</td>
<td>252-382-0289</td>
<td>3 yrs</td>
<td>0</td>
<td>Yes</td>
<td>Collector Member</td>
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<tr>
<td>04/30/23</td>
<td>Tourism Development Authority (TDA)</td>
<td>Beth Anne Rose</td>
<td>919-609-1133</td>
<td>3 yrs</td>
<td>0</td>
<td>Yes</td>
<td>Collector Member</td>
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<tr>
<td>06/30/23</td>
<td>NCC - Board of Trustees</td>
<td>Samuel Dickens, II</td>
<td></td>
<td>4 yrs</td>
<td>2</td>
<td>Yes</td>
<td>Public Member</td>
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<td>06/30/23</td>
<td>Nash County Planning Board</td>
<td>Kimberly Moore</td>
<td>908-1140</td>
<td>3 yrs</td>
<td>0</td>
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<td>06/30/23</td>
<td>Nash County Planning Board</td>
<td>Kevin Smith</td>
<td>904-6487</td>
<td>2 yrs</td>
<td>3</td>
<td>No</td>
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<td>06/30/23</td>
<td>Nash County Planning Board</td>
<td>Barbara Pulley</td>
<td>478-5791</td>
<td>3 yrs</td>
<td>2</td>
<td>Yes</td>
<td></td>
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<tr>
<td>06/30/23</td>
<td>Trillium - Regional Board Member</td>
<td>Dan Cone</td>
<td></td>
<td>3 yrs</td>
<td>0</td>
<td>Yes</td>
<td>Commissioner Member - 1st term partial (Lisa Barnes)</td>
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<tr>
<td>09/01/23</td>
<td>Spaulding Family Resource Center Board</td>
<td>Lou M. Richardson</td>
<td>459-2784</td>
<td>1 yrs</td>
<td>3</td>
<td>No</td>
<td></td>
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<td>09/01/23</td>
<td>Turning Point Work Force Dev. Board</td>
<td>Mark H. Frohman</td>
<td>822-5083</td>
<td>7 yrs</td>
<td>3</td>
<td>No</td>
<td>Private Sector Member</td>
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<tr>
<td>06/30/23</td>
<td>Nash County Jury Commission</td>
<td>L.R. Bass, Jr.</td>
<td>252-326-0132</td>
<td>2 yrs</td>
<td>1</td>
<td>Yes</td>
<td>Recommended by Linda Thorne</td>
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<tr>
<td>Date</td>
<td>Board</td>
<td>Members</td>
<td>Term</td>
<td>Position</td>
<td>Notes</td>
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<tr>
<td>04/30/25</td>
<td>Tourism Development Authority (TDA)</td>
<td>Retho Webster Williams, Jr.</td>
<td>3 yrs</td>
<td>Public Member</td>
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<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Bert Daniel</td>
<td>2 yrs</td>
<td>Yes Consumer Member</td>
<td></td>
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<tr>
<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Mike Stocks</td>
<td>3 yrs</td>
<td>Yes Professional Engineer Member</td>
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<td>12/31/24</td>
<td>Agriculture Advisory Board</td>
<td>Orville Wiggins</td>
<td>3 yrs</td>
<td>No Recommended by Extension Dir.</td>
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<td>12/31/24</td>
<td>Agriculture Advisory Board</td>
<td>Ronnie Weaver</td>
<td>3 yrs</td>
<td>No Recommended by Extension Dir.</td>
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<td>12/31/24</td>
<td>Agriculture Advisory Board</td>
<td>Michael Strickland</td>
<td>3 yrs</td>
<td>No Recommended by Extension Dir.</td>
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<td>12/31/24</td>
<td>Agriculture Advisory Board</td>
<td>Michelle McLean</td>
<td>3 yrs</td>
<td>Yes Recommended by Extension Dir.</td>
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<td>12/31/24</td>
<td>Agriculture Advisory Board</td>
<td>Sarah Thurman</td>
<td>4 yrs</td>
<td>Yes RN Member</td>
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<td>12/31/24</td>
<td>Agriculture Advisory Board</td>
<td>Mike Stocks</td>
<td>4 yrs</td>
<td>Yes Professional Engineer Member</td>
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<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Vacant</td>
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<td>No Recommended by Extension Dir.</td>
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<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Vacant</td>
<td>3 yrs</td>
<td>No Recommended by Extension Dir.</td>
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<tr>
<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Vacant</td>
<td>3 yrs</td>
<td>No Recommended by Extension Dir.</td>
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<tr>
<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Vacant</td>
<td>3 yrs</td>
<td>No Recommended by Extension Dir.</td>
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<td>04/30/25</td>
<td>Tourism Development Authority (TDA)</td>
<td>Kay Mitchell</td>
<td>3 yrs</td>
<td>Yes Public Member</td>
<td></td>
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<tr>
<td>04/30/25</td>
<td>Nash County Board of Adjustment</td>
<td>William Parker</td>
<td>3 yrs</td>
<td>*3 As a Regular Member; 2 as Alt. Member/Filling Unexp. Reg. Term</td>
<td></td>
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<tr>
<td>04/30/25</td>
<td>Nash County Board of Adjustment</td>
<td>Brandon Moore</td>
<td>3 yrs</td>
<td>*3 as Regular Member appointed 04/2021</td>
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<tr>
<td>04/30/25</td>
<td>Nash County Board of Adjustment</td>
<td>Rodney Fred Hough</td>
<td>3 yrs</td>
<td>Yes *Regular Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/23</td>
<td>NHCS - Board of Commissioners</td>
<td>Eugene Holland</td>
<td>3 yrs</td>
<td>No Recommended by NHCS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/23</td>
<td>NHCS - Board of Commissioners</td>
<td>John Barker</td>
<td>3 yrs</td>
<td>No Recommended by NHCS</td>
<td></td>
<td></td>
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<tr>
<td>12/31/23</td>
<td>NHCS - Board of Commissioners</td>
<td>Jean Kitchen</td>
<td>3 yrs</td>
<td>No Recommended by NHCS</td>
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<td>12/31/23</td>
<td>NHCS - Board of Commissioners</td>
<td>Shelia Wallace</td>
<td>3 yrs</td>
<td>Yes Recommended by NHCS</td>
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<tr>
<td>06/30/23</td>
<td>Braswell Memorial Library Board of Trustees</td>
<td>Elizabeth Overton</td>
<td>4 yrs</td>
<td>Yes Public Member</td>
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<tr>
<td>06/30/23</td>
<td>NCC - Board of Trustees</td>
<td>Sonny Foster</td>
<td>4 yrs</td>
<td>Yes Public Member</td>
<td></td>
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<tr>
<td>06/30/23</td>
<td>Nash County Planning Board</td>
<td>Chris Sandifer</td>
<td>3 yrs</td>
<td>Yes Public Member</td>
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<tr>
<td>06/30/23</td>
<td>Nash County Planning Board</td>
<td>Moses Brown</td>
<td>3 yrs</td>
<td>Yes Public Member</td>
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<tr>
<td>06/30/23</td>
<td>ABC Board</td>
<td>William Madison Jones, Jr.</td>
<td>3 yrs</td>
<td>Yes Public Member, filling unexpired term for Julia Cagerton-Bryant</td>
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<tr>
<td>06/30/23</td>
<td>ABC Board</td>
<td>Jacqueline M. Lewis</td>
<td>3 yrs</td>
<td>Yes Public Member, filling unexpired term for Julia Cagerton-Bryant</td>
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<tr>
<td>06/30/23</td>
<td>Nash County Planning Board</td>
<td>Ethan Curtis Vester</td>
<td>3 yrs</td>
<td>Yes Public Member</td>
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<tr>
<td>12/31/24</td>
<td>Braswell Memorial Library Board of Trustees</td>
<td>Deborah Battle</td>
<td>2 yrs</td>
<td>Yes Public Member</td>
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<tr>
<td>12/31/24</td>
<td>NHCS - Board of Commissioners</td>
<td>H. Mike Johnson, O.D.</td>
<td>3 yrs</td>
<td>Yes Recommended by NHCS</td>
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<tr>
<td>12/31/24</td>
<td>NHCS - Board of Commissioners</td>
<td>David Browder, MD</td>
<td>3 yrs</td>
<td>Yes Recommended by NHCS</td>
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<tr>
<td>12/31/24</td>
<td>NHCS - Board of Commissioners</td>
<td>Damien Tucker (drucker@hestерlaw.com)</td>
<td>3 yrs</td>
<td>Yes Recommended by NHCS</td>
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<tr>
<td>12/31/24</td>
<td>NHCS - Board of Commissioners</td>
<td>Kevin Jones</td>
<td>3 yrs</td>
<td>Yes Recommended by NHCS</td>
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<tr>
<td>12/31/24</td>
<td>Farmers Market Advisory Board</td>
<td>Bobby Jo Fisher</td>
<td>3 yrs</td>
<td>Yes Recommended by Extension Dir.</td>
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<td>12/31/24</td>
<td>Farmers Market Advisory Board</td>
<td>Daniel Bissett</td>
<td>3 yrs</td>
<td>Yes Recommended by Extension Dir.</td>
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<td>12/31/24</td>
<td>Farmers Market Advisory Board</td>
<td>David Farris</td>
<td>3 yrs</td>
<td>No Recommended by Extension Dir.</td>
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<td>12/31/24</td>
<td>Farmers Market Advisory Board</td>
<td>Kevin Bullock</td>
<td>3 yrs</td>
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<td>12/31/24</td>
<td>Farmers Market Advisory Board</td>
<td>Stephanie Collins</td>
<td>3 yrs</td>
<td>Yes Recommended by Extension Dir.</td>
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<tr>
<td>12/31/24</td>
<td>Agriculture Advisory Board</td>
<td>Brandon Moore</td>
<td>3 yrs</td>
<td>Yes Recommended by Extension Dir.</td>
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<td>12/31/24</td>
<td>Agriculture Advisory Board</td>
<td>Michael Strickland</td>
<td>3 yrs</td>
<td>Yes Recommended by Extension Dir.</td>
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<tr>
<td>12/31/24</td>
<td>Agriculture Advisory Board</td>
<td>Royce Weaver</td>
<td>3 yrs</td>
<td>No Recommended by Extension Dir.</td>
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<tr>
<td>12/31/24</td>
<td>Agriculture Advisory Board</td>
<td>Orville Wiggins</td>
<td>3 yrs</td>
<td>No Recommended by Extension Dir.</td>
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<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Vacant</td>
<td>4 yrs</td>
<td>Psychiatrist Member</td>
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<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Dr. Tony Coats</td>
<td>4 yrs</td>
<td>Yes Psychologist Member</td>
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<tr>
<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Jeanette Pittman</td>
<td>4 yrs</td>
<td>Yes Public Member</td>
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<tr>
<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Sarah Thurman</td>
<td>4 yrs</td>
<td>Yes RN Member</td>
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<td>Consolidated Human Services Board</td>
<td>Vacant</td>
<td>4 yrs</td>
<td>Yes Public Member</td>
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<tr>
<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Mike Stocks</td>
<td>4 yrs</td>
<td>Yes Professional Engineer Member</td>
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<td>04/30/25</td>
<td>Consolidated Human Services Board</td>
<td>Bert Daniel</td>
<td>4 yrs</td>
<td>Yes Consumer Member</td>
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<tr>
<td>04/30/25</td>
<td>Tourism Development Authority (TDA)</td>
<td>Betho Webster Williams, Jr.</td>
<td>3 yrs</td>
<td>No Public Member</td>
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### Staff & Misc. Appointments

<table>
<thead>
<tr>
<th>Board / Advisory Board</th>
<th>Name</th>
<th>Phone Number</th>
<th>Years</th>
<th>Vacancy</th>
<th>Member Type</th>
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<tbody>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Stacie Shatzer (Ex-Officio)</td>
<td>459-9800</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
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<tr>
<td>Farmers Market Advisory Board</td>
<td>Sandy Hall (Ex-Officio)</td>
<td>459-9810</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
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<tr>
<td>Farmers Market Advisory Board</td>
<td>Fred Belfield</td>
<td>459-9800</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
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<tr>
<td>Farmers Market Advisory Board</td>
<td>Sue Leggett</td>
<td>459-9800</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
</tr>
<tr>
<td>UCPCOG Board</td>
<td>Stacie Shatzer</td>
<td>459-9804</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
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<tr>
<td>UCPCOG Board</td>
<td>Fred Belfield</td>
<td>459-9800</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
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<tr>
<td>NEW Community Action Board of Directors</td>
<td>Fred Belfield</td>
<td>459-9800</td>
<td>N/A</td>
<td>N/A</td>
<td>Serve as long as elected</td>
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<tr>
<td>NEW Community Action Board of Directors</td>
<td>Sue Leggett - Stacie Shatzer</td>
<td>459-9804</td>
<td>N/A</td>
<td>N/A</td>
<td>Stacie is appointed to serve in lieu of Sue</td>
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<tr>
<td>NCC - Board of Trustees</td>
<td>Dr. Bill Carver (Ex-Officio)</td>
<td>451-8326</td>
<td>N/A</td>
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<tr>
<td>NCC - Board of Trustees</td>
<td>Wayne Outlaw</td>
<td>459-9800</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
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<tr>
<td>Human Service Board</td>
<td>Dan Cone</td>
<td>459-9800</td>
<td>N/A</td>
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<td>UNC Nash Health Care Systems</td>
<td>Sue Leggett</td>
<td>459-9800</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
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<tr>
<td>MPO - Transportation Advisory Committee</td>
<td>Robbie Davis</td>
<td>813-1508</td>
<td>7</td>
<td>NA</td>
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<tr>
<td>Upper Coastal Plain RPO</td>
<td>Wayne Outlaw</td>
<td>459-9800</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
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<tr>
<td>Juvenile Crime Prevention Council</td>
<td>Fred Belfield</td>
<td>459-9800</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
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<tr>
<td>Community Caregiver Advisory Board</td>
<td>Marvin Arrington</td>
<td>459-9800</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
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<tr>
<td>Spaulding Family Resource Center Board</td>
<td>Marvin Arrington</td>
<td>459-9800</td>
<td>N/A</td>
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<td>Commissioner Member</td>
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<tr>
<td>Gateway Technology Center BOD</td>
<td>Stacie Shatzer</td>
<td>459-9800</td>
<td>N/A</td>
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<tr>
<td>Gateway Technology Center BOD</td>
<td>Vacant</td>
<td>N/A</td>
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<tr>
<td>Rocky Mount-Wilson Airport Authority</td>
<td>Charles Mullen</td>
<td>443-0300</td>
<td>7</td>
<td>NA</td>
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<tr>
<td>TAR River Transit</td>
<td>Fred Belfield</td>
<td>459-9800</td>
<td>N/A</td>
<td>N/A</td>
<td>Commissioner Member</td>
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<tr>
<td>STEP</td>
<td>Sue Leggett</td>
<td>459-9800</td>
<td>NC/A</td>
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<td>Commissioner Member</td>
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<tr>
<td>Natural Resource Resilience Committee</td>
<td>Sue Leggett</td>
<td>459-9800</td>
<td>N/A</td>
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<td>Tourism Development Authority</td>
<td>Donna Wood</td>
<td>459-9802</td>
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<td>Tourism Development Authority</td>
<td>Robbie Davis</td>
<td>813-1508</td>
<td>N/A</td>
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**Note for TDA Board:** On the TDA there must be a minimum of one third Collectors [5] and one half Travel and Tourism related [7] member which include the Collectors. The other half [8] are Public Members. The G S states that if there is an odd number on the Board which we have [15] that one half less one must be T and T related.