

February 17, 2020 7:00 pm
JONES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET
TRENTON, NC 28585
MINUTES

COMMISSIONERS PRESENT:

Frank Emory, Chairman
Charlie Dunn Jr., Vice-Chairman
Sondra Ipock-Riggs, Commissioner
James Harper, Commissioner
April Aycock, Commissioner
Charlie Gray, Commissioner
Mike Haddock, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager
Brenda Reece, Finance Officer
Angelica Hall, Clerk
Dave Baxter, County Attorney
Timmy Pike, EM Director

COMMISSIONERS ABSENT:

The Chairperson called the meeting to order and gave the invocation. **MOTION** was made by Commissioner Charlie Dunn Jr., seconded by Sondra Ipock Riggs and unanimously carried **THAT** the agenda be **APPROVED** as presented.

MOTION made by Commissioner Mike Haddock seconded by Commissioner James Harper and unanimously carried **THAT** the Regular Meeting Minutes on February 3, 2020 and Work Session Minutes on February 10, 2020 be **APPROVED** presented.

PUBLIC COMMENT PERIOD:

None

1. RESOLUTION- USDA RURAL DEVELOPMENT DOCUMENT APPROVAL WATER TREATMENT PROJECT

Mr. Franky Howard, County Manager, introduced Tyndall Lewis to present information about the Water Treatment Project. After Mr. Lewis's presentation, Mr. Howard presented the Board with the following documents for approval:

- USDA Supplement Approval: **MOTION** made by Commissioner James Harper, seconded by Commissioner Mike Haddock and carried **THAT** USDA Supplement be approved as presented. A copy of the supplement is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes. (April Aycock- Yes, Charlie Dunn Jr.- Yes, Frank Emory-Yes, Mike Haddock-Yes, James Harper-Yes, Charlie Gray-Yes, Sondra Ipock-Riggs-No)

- LGC Application: **MOTION** made by Commissioner Charlie Gray, seconded by Commissioner James Harper and carried **THAT** LGC Application be approved as presented. A copy of the application is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes. (April Aycock- Yes, Charlie Dunn Jr.- Yes, Frank Emory-Yes, Mike Haddock-Yes, James Harper-Yes, Charlie Gray-Yes, Sondra Ipock-Riggs-No)
- Contracts Award: **MOTION** made by Commissioner Charlie Gray, seconded by Commissioner James Harper and carried **THAT** the Contracts Award be approved as presented. A copy of the Contracts Award is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes. (April Aycock- Yes, Charlie Dunn Jr.- Yes, Frank Emory-Yes, Mike Haddock-Yes, James Harper-Yes, Charlie Gray-Yes, Sondra Ipock-Riggs-No)

2. FINDINGS RESOLUTION- WATER TREATMENT PLANT PROJECT

Mr. Franky Howard, County Manager, presented the Board with the Preliminary Findings Resolution that was prepared by the Bond Council for the Water Project. Mr. Howard explained that this was required for the application to the LGC. **MOTION** made by Commissioner Charlie Gray, seconded by Commissioner April Aycock and unanimously carried **THAT** the Findings Resolution be approved as presented. A copy of the Resolution is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

3. DRA FUNDS- UPDATE AND RECOMMENDATION

Mr. Timmy Pike, EM Director, provided the Board an update on the DRA Funds project. Mr. Pike also requested approval from the Board to allow removal of Holland and Associates as the administrator for the project and allow portions of the DRA funding to be used by the local Jones County Long Term Recovery Groups. This item was discussed during the Board Workshop on February 10, 2020. **MOTION** made by Commissioner Commissioner Sondra Ipock-Riggs, seconded by Commissioner Mike Haddock and unanimously carried **THAT** the recommendation be approved as presented.

4. CDBG-NR CONSULTING CONTRACT APPROVAL

Mr. Frank Howard, County Manager, provided the Board with the CDBG-NR Consulting contract for approval. **MOTION** made by Commissioner Charlie Gray, seconded by Commissioner Charlie Dunn and unanimously carried **THAT** the contract be approved as presented. A copy of the contract is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

5. CDBG-NR POLICY APPROVAL AND HMGP EXPEDITED ROUND 1 POLICES APPROVAL

Mr. Ryan Cox, Holland and Associates, provided the Board requested the Board approval of the CDBG-NR Policy and the HMGP Expedited Round 1 Policies. **MOTION** made by

Commissioner Mike Haddock, seconded by Commissioner Charlie Dunn, Jr. and unanimously carried **THAT** the policies be approved as presented. A copy of the CDBG-NR Policy is marked **EXHIBIT F** and the HMGP Expedited Round 1 Polices is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

6. RFP FOR AUDIT SERVICES

Mr. Franky Howard, County Manager, requested the Boards approval of an Audit Firm from the RFP's that were reviewed and discussed at the February 10, 2020 Board Workshop.

MOTION made by Commissioner Charlie Gray, seconded by Commissioner April Aycock and carried **THAT** Thompson, Price, Scott, Adams be approved as the Audit Firm for the County. Commissioner Mike Haddock and Commissioner Sondra Ipock-Riggs voted No.

7. BUDGET AMENDMENTS #18-22

Mr. Franky Howard, County Manager, presented the Board with Budget Amendments #18-22 for approval. **MOTION** made by Commissioner Mike Haddock, seconded by Commissioner Charlie Gray and unanimously carried **THAT** Budget Amendments #18-22 be approved as presented. A copy of the Budget Amendments is marked **EXHIBIT H** and is hereby incorporated and made a part of the minutes.

8. CLOSED SESSION PER NCGS 143.318.11(a)(6) and NCGS 143.318.119(a)(3)

MOTION made by Commissioner Charlie Gray, seconded by Commissioner James Harper, and unanimously carried **THAT** the meeting go into **CLOSED** session pursuant to NCGS 143.318.11(a)(6) and NCGS 143.318.119(a)(3), attorney/client matters.

MOTION made by Commissioner Charlie Gray, seconded by Commissioner James Harper and unanimously carried to go out of Closed Session.

COUNTY MANAGER'S REPORT

None

COMMISSIONER'S REPORTS

Commissioner Sondra Ipock-Riggs provided the Annual Report for Adult Care and Nursing Home Community Advisory Committees. A copy of the report is marked **EXHIBIT I** and is hereby incorporated and made a part of the minutes.

Commissioner April Aycock requested an update on the DOT's progress with the turning lane in front of the new school and also requested the road signs for the Trenton Elementary and Middle school be updated to reflect the actual location of the new school.

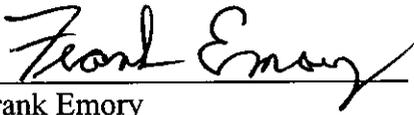
Commissioner Charlie Dunn Jr. informed the Board that he had attended the Annual Filling Station Meeting and there was discussion about the homeless population within the County.

Commissioner James Harper informed the Board that he had attended his first meeting at the Senior Center and how he found it to be very enjoyable. Commissioner Harper addressed the issue about the Empty Bowls Funds while at the meeting and was informed that there were four senior citizens that needed support chairs and the donated funds were used to purchase those chairs for the senior citizens.

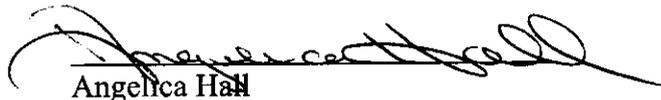
PUBLIC COMMENT

Dr. Norma Boyd provided the Board information about the upcoming Census and the importance of everyone participating. Dr. Boyd requested assistance from churches in getting information out about the Census to the citizens and requested the Board allow the information to go on the water bills. Dr. Boyd stressed the importance on having every citizen in the County counted because this does affect the funding that is received for Jones County.

MOTION made by Commissioner Charlie Gray, seconded by Commissioner James Harper and unanimously carried **THAT** the meeting be **ADJOURNED** at 9:20 p.m.



Frank Emory
Chairman



Angelica Hall
Clerk to the Board

Resolution No: _____

EXHIBIT A

BE IT RESOLVED

That the **Jones County**, Board of Commissioners accepts the conditions set forth in the Letter of Conditions dated **January 19, 2016**, Amendment No. 1 dated **February 17, 2020** and RUS BULLETIN 1780-27, Loan Resolution (Public Body):

That the Chairman and Clerk to the Board be authorized to execute all forms necessary to obtain a loan and grant from Rural Development, including, but not limited to the following forms:

Form RD 1942-46	Letter of Intent to Meet Conditions
RUS Bulletin 1780-27	Loan Resolution (Public Bodies)
RUS Bulletin 1780-12	Water or Waste System Grant Agreement
Form RD 1940-1	Request for Obligation of Funds
Form RD 400-1	Equal Opportunity Agreement
Form RD 400-4	Assurance Agreement
Form RD 1910-11	Applicant Certification Federal Collection Policies
Form AD-1047	Certification Regarding Debarment
Form AD-1048	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Form AD-1049	Certification Regarding Drug-Free Workplace Requirements (Grants)
RD Inst. 1940-Q, Exh. A-1	Certification for Contracts, Grants and Loans
Unnumbered Form	Certificate of Compliance

That if the interest rate charged by Rural Development should change between this date and the date of actual approval, the Mayor and Clerk be authorized to execute new forms reflecting the current interest rate and revised payments as required by Rural Development.

That the Board of Directors elects to have the interest charged by Rural Development to be the lower of the rate in effect at either the time of loan approval or loan closing.

This resolution also covers the adoption of the Mitigation Measures that were attached to the **January 19, 2016** Letter of Conditions. The Mitigation Measures will be in effect for the project area.

This resolution is to become a part of the official minutes of the Board of Commissioners meeting held on **February 17, 2020**.

MOTION MADE BY: James Harper
SECONDED BY: Mike Haddock
TO ADOPT THE RESOLUTION.

MOTION PASSED 6 to 1.

By: Frank Emory
Frank Emory, Chariman

Attest: Angelica Hall
Angelica Hall, Clerk to the Board



February 17, 2020

Mr. Franky Howard, County Manager
Jones County
PO Box 340
Trenton, NC 28585

RE: Jones County
2015 Water Supply Improvements
Amendment No 1 to the Letter of Conditions

Dear Mr. Howard:

This letter is considered Amendment No 1 to the initial letter of conditions dated January 19, 2016 which must be understood and agreed upon by you before further consideration may be given to your application. This loan will be administered on behalf of Rural Utilities Service (RUS) by the State and Area Staff of USDA Rural Development.

Any changes in project costs, sources of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

This letter is not to be considered as a loan approval or as a representation as to the availability of funds. The application may be completed on the basis of the following:

- An initial RUS Direct loan not to exceed \$6,157,000 and;**
- A Subsequent RUS Direct loan not to exceed \$1,500,000 and;**
- An initial RUS Direct Grant not to exceed \$1,984,000 and;**
- A Subsequent RUS Direct Grant not to exceed \$1,451,000 and;**
- An applicant contribution of \$274,000**

for total project cost of \$11,366,000.

Funding from all sources has been budgeted for the estimated expenditures as follows:

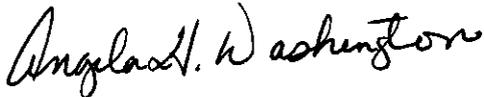
<u>Protect Costs</u>	<u>Budgeted</u>
Construction:	\$ 9,644,100
Engineering Fees:	\$ 1,053,325
Preliminary Engineering Report & ER:	\$ 25,000
Basic Services:	\$608,600
Additional Services	\$ 30,875
Resident Inspection:	\$388,850
Lands & Rights-of-Way:	\$ 175,000
Legal Services	\$ 25,000
Contingencies:	\$ 200,000
Interest — Interim Financing:	\$ 250,000
Permit Fees Reimbursables	\$ 7,662
Subsurface report, water sample, equipment	\$ 9,913
Advertising Fees	\$ 1,000
Total Project Cost	11,366,000

The County must formerly adopt Form RUS Bulletin 1780-27, "Loan Resolution (Public Body)" in the subsequent loan amount of \$1,500,000 and Form RUS Bulletin 1780-12, "Water or Waste Grant Agreement" in the subsequent grant amount of \$1,451,000 at a properly called meeting of the governing body of the County.

All other content of the initial Letter of Conditions dated January 19, 2016 and the Amendment No 1 remain unchanged. The subsequent funding will be considered approved on the date a signed copy of Form 1940-1 "Request for obligation of funds," is mailed to you.

Please complete and return the attached Form RD 1946-46. "Letter of Intent to Meet Conditions," if you desire that further considerations be given your application.

Sincerely,



Angela H. Washington
Area Specialist

DEPARTMENT OF THE TREASURER
LOCAL GOVERNMENT COMMISSION

3200 Atlantic Avenue
Raleigh, North Carolina 27604

Telephone: (919) 814-4275 Fax: (919) 855-5812

APPLICATION FOR APPROVAL OF REVENUE BONDS

Unit: County of Jones

Note: Application must be filed a minimum of 26 business days prior to any regular or special meeting of the LGC.

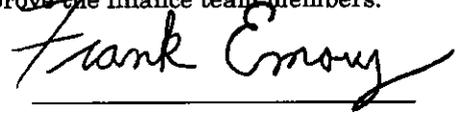
- Section 1. Bond:
- (a) Amount
\$ 7,657,000 total revenue bond
 - (b) Purpose
Water System Improvements
 - (c) Maturity
BAN maturity – 15 months from issuance
USDA Revenue Bonds – 40 years from issuance
- Section 2. Project: Describe nature of capital outlay, in general terms. If space is inadequate, provide the project description on separate sheet and attach.
- See project description on separate attachment
- Section 3. The following are furnished in support of the application and are subject only to minor changes, additions and omissions:
- a) Certified copy of governing body resolution making necessary findings and Board Resolution.
 - b) Board Resolution, dated as of February 17, 2020, requesting the Local Government Commission to sell the Bonds at a private sale without advertisement and making the findings required by the LGC to approve the issuance and sale of the proposed Bonds.
 - c) Bond Order and Series Resolution, to be provided by bond counsel and scheduled to be adopted by the unit authorizing the issuance and providing security for the Bonds. (A copy of the Bond Order is not attached.)
- Section 4. The attached are furnished in support of this application and to assist the Local Government Commission in making their necessary findings:

- (a) Copies of all required permits for the project. (Permits have not been received. Proposed BAN is for purchase of land. Plans for the project have been completed and submitted for permit reviews, which are ongoing.)
- (b) Bid Summary/Tabulations certified by professional engineer. (Project budget has been provided by Town's engineer, McDavid Associates, Inc, Bids were received in October and November, 2019)
- (c) Form LGC 108C. (Please note for LGC purposes should cover maximum debt service.)
- (d) Final Capital Budget (form attached).
- (e) Local Government Commission Application Fee of \$1,250.

CERTIFICATION

This Application and supporting documents are deemed to be true and accurate to the best of our knowledge. It is hereby requested that the Local Government Commission (a) approve the issuance of the bonds, (b) approve sale of the Bonds on the terms and at the price set forth in the financing documents, (c) approve the interest rate of the bonds, and (d) approve the finance team members.

Signed:



Title

Chairman

**STATE OF NORTH CAROLINA
DEPARTMENT OF STATE TREASURER**

*State and Local Government Finance Division
And the Local Government Commission
3200 Atlantic Avenue, Raleigh, North Carolina 27604*

PROJECTION OF WATER AND SEWER NET REVENUES

Complete only if the proposed financing is for water or sewer facilities. Where separate accounting funds are maintained for each system, one schedule may be completed for proposed water bonds and one for proposed sewer bonds. Water and sewer operations may be consolidated when either water or sewer financing or both are proposed. Use actual amounts on modified accrual basis of accounting (budgetary basis) from latest audit report.

Fiscal Year 2019 Fiscal Year 2022

REVENUES	1. Actual Revenue for Last Complete Fiscal Year	Estimated Increase or (Decrease)		1 + 2 + 3 Estimated Revenue for Fiscal Year After Completion of Project
		2. Due to Normal Growth and Rate Changes	3. Due to Expanded System	
Operating Revenues:				
Customer charges	1,251,041	264,897	0	1,515,938
Impact fees				
Tap fees	37,000	-22,000		15,000
Other revenue	11,240	3,760	0	15,000
Total	1,299,281	246,657	0	1,545,938
Non-operating Revenues:				
Interest	4,759	-4,759		0
Restricted sales tax				
Other	37,559	-28,809		8,750
Total	42,318	-33,568		8,750
Total Revenues	1,341,599	213,089		1,554,688

EXPENDITURES	1. Actual Expenditure for Last Complete Fiscal Year	Estimated Increase or (Decrease)		1 + 2 + 3 Estimated Expenditure for Fiscal Year After Completion of Project
		2. Due to Normal Growth and Rate Changes	3. Due to Expanded System	
Operating Expenditures:				
Water Admin Salaries	98,306	3,440		101,746
Other	132,610	36,338		168,948
Operations Salaries	331,915	23,511		355,426
Supplies	10,020	33,074		43,094
Electricity	67,352	12,061		79,413
Other	234,353	3,616		237,969
Total Expenditures				
	874,556	112,040		986,596
Excess Revenues over Expenditures	<u>467,043</u>	<u>101,049</u>		<u>568,092</u>

Projection of water and sewer net revenues (continued)

	Actual Expenditures for Last Complete Fiscal Year	Estimated Expenditures First Fiscal Year After Completion of Project
Other (Do not include depreciation):		
Debt principal	147,908	148,910
Interest	19,489	18,487
Capital outlay	31,915	80,000
Capital reserve	200,000	0
Transfer to (from) other funds	100,000	100,000
Other - Debt Reserve		31,201
USDA proposed debt:		187,675
Total other	499,312	566,273
Net Income (Loss)	(32,269)	1,819

Does the Unit own and operate a Water System and a Sewer System? Yes No If "No", explain *N/A*

Number of Customers		Current	After Completion of Project	
Water	Residential	3340	3340	
	Commercial	199	199	
Sewer	Residential	NA	NA	
	Commercial	NA	NA	
		Current	After Completion of Project	Percentage of Change

Rate and Fee Structure

Indicate monthly cost for an average residential customer:
Average gallons per month (for residential customer):

5,000 gallons/month

WATER

Rate (Include minimum cost/thousand gallons, etc.) - Residential

\$22.00 min; \$2.31/1,000 \$24.25 min; \$2.55/1,000 10.3%

Average monthly bill within County

\$33.55 \$37.00 10.3%

Average monthly bill outside city limits

SEWER

Rate (Include minimum, etc.) - residential

NA NA

Average monthly bill within city limits

\$ _____ \$ _____

Average monthly bill outside city limits

\$ _____ \$ _____

TAP FEE POLICY

\$1000 for 3/4" water tap

IMPACT FEE POLICY *N/A*



McDAVID ASSOCIATES, INC.

Engineers • Planners • Land Surveyors

CORPORATE OFFICE
 (252) 753-2139 • Fax (252) 753-7220
 E-mail: mai@mcdavid-inc.com
 3714 N. Main Street • P.O. Drawer 49
 Farmville, NC 27828

GOLDSBORO OFFICE
 (919) 736-7630 • Fax (919) 735-7351
 E-mail: maigold@mcdavid-inc.com
 109 E. Walnut Street • P.O. Box 1776
 Goldsboro, NC 27533

December 6, 2019

Mr. Franky Howard, County Manager
 County of Jones
 418 Hwy 58 N. Unit A
 Trenton, NC 28585

Subject: Recommendation of Award
 Contracts 1,2,3,4 and 5
 USDA Water Improvements Project
 Jones County, NC

Dear Mr. Howard:

Bids for Jones County Contract 1 – Force Mains and Water Lines and Contract 2 – Wells 9 and 10 were received on Tuesday, October 15, 2019, at 2:00 PM. A list of all bidders and their respective bid totals are as follows (Bid Tabulations attached):

Contract No. 1 - Force Mains and Water Lines

- | | |
|---|-----------------|
| 1. Herring-Rivenbark, Inc. | \$ 2,406,840.00 |
| 2. Ralph Hodge Construction Company, Inc. | \$ 2,936,339.00 |
| 3. BridgePoint Civil, LLC | \$ 3,725,053.00 |

Contract No. 2 - Wells 9 and 10

- | | |
|---|---------------|
| 1. Skipper's Well Drilling & Pump Service, Inc. | \$ 275,360.00 |
| 2. Magette Well & Pump Company, Inc. | \$ 275,436.00 |
| 3. A.C. Schultes of Carolina, Inc. | \$ 325,015.00 |

Bids for Jones County Contract No. 3 – Elevated Storage Tank, Contract No. 4 – Water Treatment Facility and Contract 5 – SCADA System were received on Wednesday, November 20, 2019, at 2:00 PM. A list of all bidders and their respective bid totals are as follows (Bid Tabulations attached):

Contract No. 3 – Elevated Storage Tank

- | | |
|---|-----------------|
| 1. Caldwell Tanks, Inc. | \$ 889,000.00 |
| 2. Phoenix Fabricators & Erectors, Inc. | \$ 1,393,489.00 |

Contract No. 4 – Water Treatment Facility

- | | |
|--------------------------------|-----------------|
| 1. Turner Murphy Company, Inc. | \$ 5,865,901.00 |
| 2. Herring Rivenbark, Inc. | \$ 6,200,685.00 |

Contract No. 5 – SCADA System

- | | |
|------------------------------------|---------------|
| 1. Custom Controls Unlimited, Inc. | \$ 437,327.00 |
| 2. Gopher Utility Services, Inc. | \$ 997,561.64 |

The low bids received exceed available funds. A draft preliminary budget based on the bids received is attached for your consideration. The draft budget includes total construction amounting to \$9,644,100. The total construction amount is \$305,731.50 less than the low bids received. The reduction is based on Contract 1 adjustments reducing the bid price by \$187,114.00 from the bid amount of \$2,406,840.00 to \$2,219,726.00 and Contract 4 adjustments reducing the bid amount by \$118,617.50 from \$5,865,901.00 to \$5,747,283.50. Memorandums of Negotiation have been prepared for Contracts 1 and 4 adjusting the original bid pricing to the proposed award amounts. The Memorandums include descriptions of the contract adjustments.

Please note the proposed budget includes a contingency of \$200,000, which is less than the normal 5% contingency typical of projects. It is believed the project may be successfully managed with the \$200,000 contingency. Engineering and inspection costs remain the same as the original project budget. Interest during construction has been increased from \$140,000 in the original budget to \$250,000 in the proposed budget. Land has been increased from \$80,000 in the original budget to \$175,000 in the proposed budget to reflect the actual land cost. Total expenditures amount to \$11,366,000.

Proposed revenues include an additional local contribution of \$175,000 in addition to the original contribution of \$50,000. It is recommended the remaining budget deficit of \$3,000,000 be requested via supplemental funding from USDA.

It is recommended contracts be awarded subject to USDA approval as follows:

Contract No. 1 - Force Mains and Water Lines to Herring-Rivenbark, Inc. in the amount of \$2,219,726.00

Contract No. 2 - Wells 9 and 10 to Skipper's Well Drilling & Pump Service in the amount of \$275,360.00

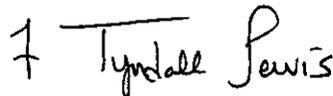
Contract No. 3 - Elevated Storage Tank to Caldwell Tanks, Inc. in the amount of \$889,000.00

Contract No. 4 - Water Treatment Facility to Turner Murphy Company in the amount of \$5,747,283.50

Contract No. 5 - SCADA System to Custom Controls Unlimited, Inc. in the amount of \$437,327.00

If you have any questions concerning this, please do not hesitate to contact me.

Sincerely,



F. Tyndall Lewis

FTL:
Attachments

**PROJECT BUDGET - USDA WATER IMPROVEMENTS PROJECT
COUNTY OF JONES
December 6, 2019**

<u>Expenses</u>	<u>Estimated Cost</u>
Contract 1 - Force Main and Water Lines	2,219,726.00
Contract 2 - Wells 9 & 10	275,360.00
Contract 3 - Elevated Storage Tank	889,000.00
Contract 4 - Water Treatment Facility	5,747,283.50
Contract 5 - SCADA System	437,327.00
Test Wells	75,403.50
Subtotal Construction	9,644,100.00
Contingency	200,000.00
Engineering	608,600.00
Inspection	388,850.00
Prelim Engr Report	20,000.00
Environmental Review	5,000.00
Subsurface Report, Water Samples, Equip	9,913.41
Funding Assistance	10,875.00
Interest	250,000.00
Legal	25,000.00
Land	175,000.00
Land Acquisition, Negotiations	10,000.00
Surveying	10,000.00
Advertisements	1,000.00
Permit Fees	7,661.59
Total	\$11,366,000.00
<u>Revenues</u>	
Original Local Contribution	50,000.00
Original USDA Loan	6,157,000.00
Original USDA Grant	1,984,000.00
Supplemental USDA Funding	3,000,000.00
Additional Local Contribution	175,000.00
Total	\$11,366,000.00

**MEMORANDUM OF NEGOTIATION – CONSTRUCTION
CONTRACT – (attach to executed contract)**

OWNER: Jones County CONTRACTOR: Turner Murphy Company, Inc.
CONSULTANT: McDavid Associates, Inc. PROJECT ENGR.: David E. Gurley, III
CONTRACT No. 4 BID AMOUNT: \$5,865,901.00.00 BID DATE: November 15, 2018.
BRIEF DESCRIPTION OF CONTRACT AS BID: The primary objective of the project as bid is to build a new water treatment plant to provide iron removal and softening.

The Owner and Contractor acknowledge and agree that the bid received on the above project has resulted in the project budget being exceeded and that a contract cannot be awarded based on the amount of the bid received. This memorandum documents that both parties to the contract entered into and completed negotiations in order to arrive at a mutually acceptable amount on which the construction contract is to be awarded. It is hereby agreed that the terms and conditions as stated in this document shall be binding on all parties and it shall become a part of the terms and conditions of the contract, subject only to the owner being successful in obtaining any needed additional funding resulting from this memorandum within the specified time period below.

The following changes in the contractor's bid and the following changes in the terms/provisions of the contract are hereby incorporated into the proposed contract award. The revised scope consists of deleting asphalt paving at a deduct amount of \$102,000 thereby reducing bid item 1 from \$4,839,498 to \$4,737,498, deletion of bid item 9 Electrical Allowance in the amount of \$10,000 and deletion of 264.7 CY of bid item 5 Undercut Excavation at a unit price of \$25/CY for total bid item 5 deduct of \$6,617.50. Total deduct for all three items amounts to \$118,617.50.

PROPOSED NEGOTIATED CONTRACT AWARD AMOUNT: \$ 5,747,283.50

It is further understood and agreed by all parties that should additional funds become available within the contract time or extension thereof, the Owner shall have the right to add back to the project any items deleted above or to otherwise revise the contract as originally bid based on the same prices for deletions/revisions as noted above, subject only to any additional costs to which the contractor is entitled to, per the terms of the contract.

This memorandum shall be valid and binding.

We agree to the terms and conditions of this document:

County of Jones

Turner Murphy Company, Inc.

Chairman



President

Date: _____

Date: 12/6/19

MEMORANDUM OF NEGOTIATION – CONSTRUCTION
CONTRACT – (attach to executed contract)

OWNER: Jones County CONTRACTOR: Herring & Rivenbark, Inc.
CONSULTANT: McDavid Associates, Inc. PROJECT ENGINEER: David E. Gurley, III
CONTRACT No. 1 - BID AMOUNT: \$2,406,840.00 BID DATE: October 15, 2019.
BRIEF DESCRIPTION OF CONTRACT AS BID: The primary objective of the project as bid is to construct additional water lines in three different areas of the water distribution system to improve the hydraulic characteristics of the existing water system.

The Owner and Contractor acknowledge and agree that the bid received on the above project has resulted in the project budget being exceeded and that a contract cannot be awarded based on the amount of the bid received. This memorandum documents that both parties to the contract entered into and completed negotiations in order to arrive at a mutually acceptable amount on which the construction contract is to be awarded. It is hereby agreed that the terms and conditions as stated in this document shall be binding on all parties and it shall become a part of the terms and conditions of the contract, subject only to the owner being successful in obtaining any needed additional funding resulting from this memorandum within the specified time period below.

The reduction in scope addressed by this Memo of Negotiation involves the elimination of approximately 4,328 lf of 8" water lines and 372 lf of 10" HDPE water lines and appurtenances along NC Highway 41 west of Trenton between Stations 205+50 and 254+20 on Plan Sheets 24 through 26. Adjustments to the contractor's bid are illustrated in the attached spreadsheet that describes all bid prices and amounts along with proposed adjustments to contract quantities and amounts.

PROPOSED NEGOTIATED CONTRACT AWARD AMOUNT: \$ 2,219,726.00

It is further understood and agreed by all parties that should additional funds become available within the contract time or extension thereof, the Owner shall have the right to add back to the project any items deleted above or to otherwise revise the contract as originally bid based on the same prices for deletions/revisions as noted above, subject only to any additional costs to which the contractor is entitled to, per the terms of the contract.

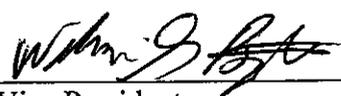
This memorandum shall be valid and binding.

We agree to the terms and conditions of this document:

County of Jones

Herring & Rivenbark, Inc.

Chairman



Vice President

Date: _____

Date: 12-6-19

MEMO OF NEGOTIATION
 JONES COUNTY
 USDA WATER SYSTEM IMPROVEMENTS
 CONTRACT NO. 1 - FORCE MAINS AND WATER LINES
 CONTRACTOR: HERRING-RIVENBARK, INC.

Item	Original Bid Contract Quantities and Amounts				Adjusted by Memo of Negotiation		Revised Contract Quantities and Amounts		
	Description	Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
	BASE BID ITEMS								
	SECTION A - FORCE MAIN (Tie-ins, fittings and valves for FORCE MAIN work shall be included in the price of the PIPE)								
1.	2" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM D2241, SDR 21, 200 PSI								
a.	2" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM D2241, SDR 21, 200 PSI, with detectable marking tape to include all tie-ins, fittings and valves	20	LF	9.50	190.00	0.00	0.00	20.00	190.00
b.	SEEDING FOR 2" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM D2241, SDR 21, 200 PSI (Unit price for this item shall not be less than 15% of the unit price for 2" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM D2241, SDR 21, 200 PSI shown above)	20	LF	1.50	30.00	0.00	0.00	20.00	30.00
2.	4" POLYVINYL CHLORIDE PIPE FOR FORCE MAINS, ASTM D2241, SDR 21, 200 PSI								
a.	4" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM D2241, SDR 21, 200 PSI, with detectable marking tape to include all tie-ins, fittings and valves	15,500	LF	10.50	162,750.00	0.00	0.00	15,500.00	162,750.00

MEMO OF NEGOTIATION
 JONES COUNTY
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 CONTRACTOR: HERRING-RIVENBARK, INC.

Item	Original Bid Contract Quantities and Amounts				Adjusted by Memo of Negotiation		Revised Contract Quantities and Amounts		
	Description	Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
b.	SEEDING FOR 4" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM D2241, SDR 21, 200 PSI (Unit price for this item shall not be less than 15% of the unit price for 4" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM D2241, SDR 21, 200 PSI shown above)	15,500	LF	1.60	24,800.00	0.00	0.00	15,500.00	24,800.00
3.	6" POLYVINYL CHLORIDE PIPE FOR FORCE MAINS, ASTM D2241, SDR 21, 200 PSI								
a.	6" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM D2241, SDR 21, 200 PSI, with detectable marking tape to include all tie-ins, fittings and valves	13,500	LF	11.00	148,500.00	0.00	0.00	13,500.00	148,500.00
b.	SEEDING FOR 6" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM D2241, SDR 21, 200 PSI (Unit price for this item shall not be less than 15% of the unit price for 6" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM D2241, SDR 21, 200 PSI shown above)	13,500	LF	1.65	22,275.00	0.00	0.00	13,500.00	22,275.00
4.	4" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint with detectable marking tape to include all tie-ins, fittings and valves								
a.	4" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint with detectable marking tape to include all tie-ins, fittings and valves	50	LF	42.00	2,100.00	0.00	0.00	50.00	2,100.00

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 JONES COUNTY
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Item	Description	Original Bid Contract Quantities and Amounts				Adjusted by Memo of Negotiation		Revised Contract Quantities and Amounts	
		Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
b.	SEEDING FOR 4" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint (Unit price for this item shall not be less than 15% of the unit price for 4" DUCTILE IRON PIPE FOR WATER LINES, Class 350 shown above)	50	LF	6.50	325.00	0.00	0.00	50.00	325.00
5.	6" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint with detectable marking tape to include all tie-ins, fittings and valves								
a.	6" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint with detectable marking tape to include all tie-ins, fittings and valves	50	LF	42.00	2,100.00	0.00	0.00	50.00	2,100.00
b.	SEEDING FOR 6" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint (Unit price for this item shall not be less than 15% of the unit price for 6" DUCTILE IRON PIPE FOR WATER LINES, Class 350 shown above)	50	LF	6.50	325.00	0.00	0.00	50.00	325.00
6.	DITCH CROSSING, CREEK CROSSING, or PAVEMENT CROSSING with 6" HIGH DENSITY POLYETHYLENE PIPE FOR WATER LINES, AWWA C906, IPS, DR 9, 250 PSI installed by horizontal directional drilling	630	LF	72.00	45,360.00	0.00	0.00	630.00	45,360.00

MEMO OF NEGOTIATION
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Item	Description	Original Bid Contract Quantities and Amounts				Adjusted by Memo of Negotiation		Revised Contract Quantities and Amounts	
		Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
7.	DITCH CROSSING, CREEK CROSSING, or PAVEMENT CROSSING with 8" HIGH DENSITY POLYETHYLENE PIPE FOR WATER LINES, AWWA C906, IPS, DR 9, 250 PSI installed by horizontal directional drilling, each crossing	630	LF	77.00	48,510.00	0.00	0.00	630.00	48,510.00
8.	1.25" HIGH DENSITY POLYETHYLENE PIPE, FOR FORCE MAIN, DR7, 267 PSI, installed via directional drilling between Sta 163 + 70 and Sta 165 + 13	1	LS	25,100.00	25,100.00	0.00	0.00	1.00	25,100.00
9.	10" DRYBORE with 10" STEEL CASING, minimum thickness 0.188" and 6" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM 2241, SDR 21, 200 PSI	139	LF	190.00	26,410.00	0.00	0.00	139.00	26,410.00
10.	8" DRYBORE with 8" STEEL CASING, minimum thickness 0.188" and 4" POLYVINYL CHLORIDE PIPE FOR FORCE MAIN, ASTM 2241, SDR 21, 200 PSI	104	LF	170.00	17,680.00	0.00	0.00	104.00	17,680.00
11.	AIR/VACUUM RELEASE VALVE ASSEMBLY MANHOLE	6	EA	5,445.00	32,670.00	0.00	0.00	6.00	32,670.00
12.	1" MANUAL AIR RELEASE ASSEMBLY	16	EA	975.00	15,600.00	0.00	0.00	16.00	15,600.00
13.	DISPOSAL of petroleum contaminated soil at site provided by CONTRACTOR in accordance with all local, state, and federal laws. BID PRICE shall not be less than \$50/CY minimum	100	CY	50.00	5,000.00	0.00	0.00	100.00	5,000.00

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Item	Description	Original Bid Contract Quantities and Amounts				Adjusted by Memo of Negotiation		Revised Contract Quantities and Amounts	
		Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
14.	BORROW BACKFILL (including placement and compaction and removal and disposal of spoil material at site provided by CONTRACTOR) Bid Price shall not be less than \$10/cy minimum	1,000	CY	10.00	10,000.00	0.00	0.00	1,000.00	10,000.00
15.	EXCELSIOR MATTING for EROSION CONTROL as authorized by ENGINEER. Bid Price shall not be less than \$3/SY minimum	5,000	SY	3.00	15,000.00	0.00	0.00	5,000.00	15,000.00
16.	SILT FENCING, as authorized by ENGINEER	1,000	LF	3.00	3,000.00	0.00	0.00	1,000.00	3,000.00
17.	GIS As-Built Survey by McDavid Associates, Inc.	1	AL	10,000.00	10,000.00	0.00	0.00	1.00	10,000.00
	SECTION A - SUBTOTAL				\$617,725.00	0.00	0.00	0.00	\$617,725.00
	SECTION B - POTABLE WATER LINES (Fittings and Valves for WATER LINES shall be UNIT PRICE items)								
18.	6" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI								
a.	6" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI with detectable marking tape	200	LF	13.00	2,600.00	-25.00	-325.00	175.00	2,275.00

**MEMO OF NEGOTIATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 1 - FORCE MAINS AND WATER LINES
CONTRACTOR: HERRING-RIVENBARK, INC.**

Item	Description	Original Bid Contract Quantities and Amounts				Adjusted by Memo of Negotiation		Revised Contract Quantities and Amounts	
		Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
b.	SEEDING FOR 6" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI (Unit price for this item shall not be less than 15% of the unit price for 6" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI shown above)	200	LF	2.00	400.00	-25.00	-50.00	175.00	350.00
19.	8" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI								
a.	8" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI with detectable marking tape	24,000	LF	15.50	372,000.00	-4,328.00	-67,084.00	19,672.00	304,916.00
b.	SEEDING FOR 8" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI (Unit price for this item shall not be less than 15% of the unit price for 8" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI shown above)	24,000	LF	2.50	60,000.00	-4,328.00	-10,820.00	19,672.00	49,180.00
20.	10" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI								
a.	10" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI with detectable marking tape	18,200	LF	19.00	345,800.00	0.00	0.00	18,200.00	345,800.00

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	Description	Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
b.	SEEDING FOR 10" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI (Unit price for this item shall not be less than 15% of the unit price for 10" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI shown above)	18,200	LF	3.00	54,600.00	0.00	0.00	18,200.00	54,600.00
21.	6" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint								
a.	6" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint	50	LF	27.00	1,350.00	0.00	0.00	50.00	1,350.00
b.	SEEDING FOR 6" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint (Unit price for this item shall not be less than 15% of the unit price for 6" DUCTILE IRON PIPE FOR WATER LINES, Class 350 shown above)	50	LF	4.50	225.00	0.00	0.00	50.00	225.00
22.	8" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint								
a.	8" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint	50	LF	33.00	1,650.00	0.00	0.00	50.00	1,650.00

MEMO OF NEGOTIATION
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Item	Original Bid Contract Quantities and Amounts				Adjusted by Memo of Negotiation		Revised Contract Quantities and Amounts		
	Description	Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
b.	SEEDING FOR 8" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint (Unit price for this item shall not be less than 15% of the unit price for 8" DUCTILE IRON PIPE FOR WATER LINES, Class 350 shown above)	50	LF	5.00	250.00	0.00	0.00	50.00	250.00
23.	12" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint								
a.	12" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint	1,050	LF	43.00	45,150.00	0.00	0.00	1,050.00	45,150.00
b.	SEEDING FOR 12" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint (Unit price for this item shall not be less than 15% of the unit price for 12" DUCTILE IRON PIPE FOR WATER LINES, Class 350 shown above)	1,050	LF	7.00	7,350.00	0.00	0.00	1,050.00	7,350.00
24.	6" GATE VALVE AND BOX, AWWA C509 of C515 valve with mechanical joint ends; cast iron box and cover, Type B	20	EA	1,060.00	21,200.00	-1.00	-1,060.00	19.00	20,140.00
25.	8" GATE VALVE AND BOX, AWWA C509 of C515 valve with mechanical joint ends; cast iron box and cover, Type B	23	EA	1,485.00	34,155.00	-3.00	-4,455.00	20.00	29,700.00
26.	10" GATE VALVE AND BOX, AWWA C509 of C515 valve with mechanical joint ends; cast iron box and cover, Type B	14	EA	2,125.00	29,750.00	0.00	0.00	14.00	29,750.00

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	Description	Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
27.	12" GATE VALVE AND BOX, AWWA C509 of C515 valve with mechanical joint ends; cast iron box and cover, Type B	2	EA	2,600.00	5,200.00	0.00	0.00	2.00	5,200.00
28.	6" 45° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	2	EA	360.00	720.00	0.00	0.00	2.00	720.00
29.	6" 90° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	1	EA	370.00	370.00	0.00	0.00	1.00	370.00
30.	8" 45° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	4	EA	475.00	1,900.00	0.00	0.00	4.00	1,900.00
31.	8" 90° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	5	EA	495.00	2,475.00	0.00	0.00	5.00	2,475.00
32.	10" 45° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	4	EA	670.00	2,680.00	0.00	0.00	4.00	2,680.00
33.	10" 90° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	3	EA	710.00	2,130.00	0.00	0.00	3.00	2,130.00
34.	12" 22½° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	1	EA	745.00	745.00	0.00	0.00	1.00	745.00
35.	12" 90° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	2	EA	800.00	1,600.00	0.00	0.00	2.00	1,600.00
36.	6" x 6" Tee, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	1	EA	500.00	500.00	0.00	0.00	1.00	500.00

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	Description	Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
37.	8" x 6" Tee, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	14	EA	615.00	8,610.00	-2.00	-1,230.00	12.00	7,380.00
38.	8" x 8" Tee, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	3	EA	705.00	2,115.00	0.00	0.00	3.00	2,115.00
39.	10" x 6" Tee, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	8	EA	805.00	6,440.00	0.00	0.00	8.00	6,440.00
40.	12" x 12" Tee, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	1	EA	1,050.00	1,050.00	0.00	0.00	1.00	1,050.00
41.	14 x 14" Tee, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	1	EA	1,445.00	1,445.00	0.00	0.00	1.00	1,445.00
42.	8" x 8" Cross, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	1	EA	800.00	800.00	0.00	0.00	1.00	800.00
43.	8" x 6" Reducer, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	4	EA	430.00	1,720.00	0.00	0.00	4.00	1,720.00
44.	10" x 6" Reducer, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	1	EA	555.00	555.00	0.00	0.00	1.00	555.00
45.	12" x 6" Reducer, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	2	EA	625.00	1,250.00	0.00	0.00	2.00	1,250.00
46.	14" by 12" Reducer, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	1	EA	900.00	900.00	0.00	0.00	1.00	900.00

MEMO OF NEGOTIATION
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	Description	Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
47.	6" Plug, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	1	EA	150.00	150.00	0.00	0.00	1.00	150.00
48.	6" Plug Tapped 2" DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint end	1	EA	170.00	170.00	0.00	0.00	1.00	170.00
49.	6" x 6" Tapping Sleeve and Valve, IRON FITTING, 200 PSI working pressure, with cast iron box and cover, Type B	8	EA	3,775.00	30,200.00	-1.00	-3,775.00	7.00	26,425.00
50.	8" x 8" Tapping Sleeve and Valve, IRON FITTING, 200 PSI working pressure, with cast iron box and cover, Type B	1	EA	4,560.00	4,560.00	0.00	0.00	1.00	4,560.00
51.	10" x 10" Tapping Sleeve and Valve, IRON FITTING, 200 PSI working pressure, with cast iron box and cover, Type B	1	EA	6,765.00	6,765.00	0.00	0.00	1.00	6,765.00
52.	12" DRYBORE with 12" STEEL CASING, minimum thickness 0.188", and 8" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI	250	LF	205.00	51,250.00	0.00	0.00	250.00	51,250.00
53.	16" DRYBORE with 16" STEEL CASING, minimum thickness 0.250", and 10" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI	280	LF	241.00	67,480.00	0.00	0.00	280.00	67,480.00

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		Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
54.	DITCH CROSSING, CREEK CROSSING, or PAVEMENT CROSSING with 10" HIGH DENSITY POLYETHYLENE PIPE FOR WATER LINES, AWWA C906, IPS, DR 9, 250 PSI installed by horizontal directional drilling, each crossing	1,760	LF	85.00	149,600.00	-372.00	-31,620.00	1,388.00	117,980.00
55.	DITCH CROSSING, CREEK CROSSING, or PAVEMENT CROSSING with 12" HIGH DENSITY POLYETHYLENE PIPE FOR WATER LINES, AWWA C906, IPS, DR 9, 250 PSI installed by horizontal directional drilling, each crossing	1,400	LF	133.00	186,200.00	0.00	0.00	1,400.00	186,200.00
56.	FIRE HYDRANT, 4½" valve opening, 6" mechanical joint shoe to include any barrel extensions and accessories as required	16	EA	2,825.00	45,200.00	-1.00	-2,825.00	15.00	42,375.00
57.	TYPE II - RESIDENTIAL BLOW-OFF ASSEMBLY	1	EA	1,120.00	1,120.00	0.00	0.00	1.00	1,120.00
58.	¾" WATER SERVICE to be installed on new or existing water lines under this contract	10	EA	1,550.00	15,500.00	-10.00	-15,500.00	0.00	0.00
59.	1" WATER SERVICE to be installed on new or existing water lines under this contract	2	EA	1,975.00	3,950.00	-2.00	-3,950.00	0.00	0.00
60.	2" WATER SERVICE to be installed on new or existing water mains under this contract	1	EA	4,270.00	4,270.00	-1.00	-4,270.00	0.00	0.00

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 CONTRACT NO. 1 - FORCE MAINS AND WATER LINES
 CONTRACTOR: HERRING-RIVENBARK, INC.

Item	Original Bid Contract Quantities and Amounts				Adjusted by Memo of Negotiation		Revised Contract Quantities and Amounts		
	Description	Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
61.	SOLENOID VALVE AND CONCRETE VAULT	1	EA	46,560.00	46,560.00	0.00	0.00	1.00	46,560.00
62.	DISPOSAL of petroleum contaminated soil at site provided by CONTRACTOR in accordance with all local, state and federal laws. BID PRICE shall not be less than \$50/CY minimum	100	CY	50.00	5,000.00	-100.00	-5,000.00	0.00	0.00
63.	BORROW, measured in place, as authorized by ENGINEER, to include spoils disposal. Bid price shall not be less than \$10/CY minimum	2,000	CY	10.00	20,000.00	-2,000.00	-20,000.00	0.00	0.00
64.	EXCELSIOR MATTING, as authorized by ENGINEER. Bid price shall not be less than \$3/SY minimum	10,000	SY	3.00	30,000.00	-5,000.00	-15,000.00	5,000.00	15,000.00
65.	SILT FENCING, as authorized by ENGINEER	1,500	LF	3.00	4,500.00	-50.00	-150.00	1,450.00	4,350.00
66.	RIP RAP, class 1, to include 6" No. 57 stone bedding and soil fabric underlayment. Bid price shall not be less than \$50/SY minimum	50	SY	50.00	2,500.00	0.00	0.00	50.00	2,500.00
67.	GIS AS-BUILT survey allowance to be performed by McDavid Associates, Inc.	1	AL	15,000.00	15,000.00	0.00	0.00	1.00	15,000.00
	SECTION B - SUBTOTAL				\$1,709,660.00				\$1,522,546.00
	SECTION C - METER REPLACEMENT								
68.	PROVIDE AND INSTALL NEW WATER METERS								
a.	Well 1 - (4" Meter)	1	LS	9,945.00	9,945.00	0.00	0.00	1.00	9,945.00

MEMO OF NEGOTIATION
 JONES COUNTY
 USDA WATER SYSTEM IMPROVEMENTS
 CONTRACT NO. 1 - FORCE MAINS AND WATER LINES
 CONTRACTOR: HERRING-RIVENBARK, INC.

Item	Original Bid Contract Quantities and Amounts				Adjusted by Memo of Negotiation		Revised Contract Quantities and Amounts		
	Description	Qty	Unit	Unit Price	Total	Qty	Amount	Qty	Amount
b.	Well 2 - (4" Meter)	1	LS	9,945.00	9,945.00	0.00	0.00	1.00	9,945.00
c.	Well 3 - (4" Meter)	1	LS	9,945.00	9,945.00	0.00	0.00	1.00	9,945.00
d.	Well 5 - (6" Meter)	1	LS	12,405.00	12,405.00	0.00	0.00	1.00	12,405.00
e.	Well 7 - (6" Meter)	1	LS	12,405.00	12,405.00	0.00	0.00	1.00	12,405.00
f.	Well 8 - (6" Meter)	1	LS	12,405.00	12,405.00	0.00	0.00	1.00	12,405.00
g.	Booster Pump Station No. 1 (6" Meter)	1	LS	12,405.00	12,405.00	0.00	0.00	1.00	12,405.00
	SECTION C - SUBTOTAL				\$79,455.00				\$79,455.00
	TOTAL UNIT PRICE BASE BID				\$2,406,840.00				\$2,219,726.00

**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 2 - WELLS 9 AND 10
OCTOBER 15, 2019**

		Contractor Address		Skipper's Well Drilling & Pump Leland, NC		Magette Well & Pump Co., Inc.. Kinston, NC		A.C. Schultes of Carolina, Inc. Rocky Point, NC	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID ITEMS									
SECTION A - WELL NO. 9									
1.	250 GPM GRAVEL PACKED DEEP WELL NO. 9, operationally complete	1	LS	120,830.00	120,830.00	119,898.00	119,898.00	144,387.00	144,387.00
2.	LABORATORY WATER ANALYSES FOR INORGANIC SERIES (for water sample sets from the final well)	2	EA	425.00	850.00	720.00	1,440.00	510.00	1,020.00
3.	LABORATORY WATER ANALYSES FOR ASBESTOS (for water sample sets from final well)	2	EA	200.00	400.00	220.00	440.00	240.00	480.00
4.	LABORATORY WATER ANALYSES FOR RADIOLOGICAL (for water sample sets from final well)	2	EA	400.00	800.00	320.00	640.00	480.00	960.00
5.	LABORATORY WATER ANALYSES FOR TRIHALOMETHANE FORMATION POTENTIAL and HALOACETIC ACID FORMATION POTENTIAL (for water sample sets from final well)	2	EA	300.00	600.00	300.00	600.00	360.00	720.00
6.	LABORATORY WATER ANALYSES FOR VOLATILE ORGANIC CHEMICAL SERIES (for water sample sets from final well)	2	EA	150.00	300.00	150.00	300.00	180.00	360.00
7.	LABORATORY WATER ANALYSES FOR SYNTHETIC ORGANIC CHEMICAL SERIES (for water sample sets from final well)	2	EA	750.00	1,500.00	750.00	1,500.00	900.00	1,800.00

**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 2 - WELLS 9 AND 10
OCTOBER 15, 2019**

		Contractor Address		Skipper's Well Drilling & Pump Leland, NC		Magette Well & Pump Co., Inc.. Kinston, NC		A.C. Schultes of Carolina, Inc. Rocky Point, NC	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
8.	LABORATORY WATER ANALYSES FOR UNREGULATED CONTAMINANTS (for water sample sets from final well)	2	EA	950.00	1,900.00	1,200.00	2,400.00	1,140.00	2,280.00
9.	STAKING AND VERTICAL CONTROL SURVEYING ALLOWANCE BY McDavid Associates, Inc.	1	AL	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
10.	HYDROGEOLOGIST SERVICES ALLOWANCE as authorized by the Engineer	1	AL	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
SECTION A - SUBTOTAL					\$137,680.00		\$137,718.00		\$162,507.00
SECTION B - WELL NO. 10									
11.	250 GPM GRAVEL PACKED DEEP WELL NO. 10, operationally complete	1	LS	120,830.00	120,830.00	119,898.00	119,898.00	144,388.00	144,388.00
12.	LABORATORY WATER ANALYSES FOR INORGANIC SERIES (for water sample sets from the final well)	2	EA	425.00	850.00	720.00	1,440.00	510.00	1,020.00
13.	LABORATORY WATER ANALYSES FOR ASBESTOS (for water sample sets from final well)	2	EA	200.00	400.00	220.00	440.00	240.00	480.00
14.	LABORATORY WATER ANALYSES FOR RADIOLOGICAL (for water sample sets from final well)	2	EA	400.00	800.00	320.00	640.00	480.00	960.00
15.	LABORATORY WATER ANALYSES FOR TRIHALOMETHANE FORMATION POTENTIAL and HALOACETIC ACID FORMATION POTENTIAL (for water sample sets from final well)	2	EA	300.00	600.00	300.00	600.00	360.00	720.00

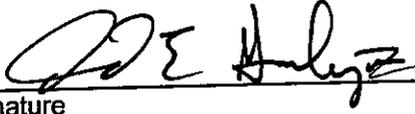
**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 2 - WELLS 9 AND 10
OCTOBER 15, 2019**

		Contractor Address		Skipper's Well Drilling & Pump Leland, NC		Magette Well & Pump Co., Inc. Kinston, NC		A.C. Schultes of Carolina, Inc. Rocky Point, NC	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
16.	LABORATORY WATER ANALYSES FOR VOLATILE ORGANIC CHEMICAL SERIES (for water sample sets from final well)	2	EA	150.00	300.00	150.00	300.00	180.00	360.00
17.	LABORATORY WATER ANALYSES FOR SYNTHETIC ORGANIC CHEMICAL SERIES (for water sample sets from final well)	2	EA	750.00	1,500.00	750.00	1,500.00	900.00	1,800.00
18.	LABORATORY WATER ANALYSIS FOR UNREGULATED CONTAMINANTS (for water samples for final well)	2	EA	950.00	1,900.00	1,200.00	2,400.00	1,140.00	2,280.00
19.	STAKING AND VERTICAL CONTROL SURVEYING ALLOWANCE BY McDavid Associates, Inc.	1	AL	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
20.	HYDROGEOLOGIST SERVICES ALLOWANCE as authorized by the Engineer	1	AL	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
SECTION B - SUBTOTAL						\$137,680.00		\$137,718.00	\$162,508.00
SECTION A AND B - TOTAL						\$275,360.00		\$275,436.00	\$325,015.00
SECTION C - ADD/DEDUCTS									
A.	Pilot Hole drill depth (Contract quantity 512 LF)		LF		40.00		25.00		30.00
B.	24" Outer casing, ASTM A120 or API 5L Grade B black steel, .375" thick (Contract quantity 122 LF)		LF		100.00		200.00		200.00

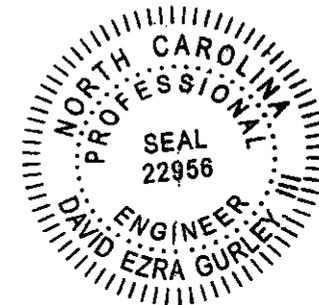
**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 2 - WELLS 9 AND 10
OCTOBER 15, 2019**

		Contractor Address		Skipper's Well Drilling & Pump Leland, NC		Magette Well & Pump Co., Inc.. Kinston, NC		A.C. Schultes of Carolina, Inc. Rocky Point, NC	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
C.	12" Inner casing, ASTM A312, Type 304 stainless steel, Schedule 20S (Contract quantity 452.5 LF)		LF		90.00		150.00		150.00
D.	12" Screens (Contract quantity 60 LF)		LF		100.00		200.00		250.00

I, D.E. "Trey" Gurley, III, certify that this tabulation sheet is correct to the best of my knowledge and belief.


Signature

10/17/19
Date



**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 3 - ELEVATED STORAGE TANK
NOVEMBER 20, 2019**

		Contractor Address		Caldwell Tanks, Inc. Louisville, KY		Phoenix Fabricators Avon, IN			
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID ITEMS									
1.	200,000 gallon ELEVATED STORAGE TANK WITH MULTI-COLUMN TOWER, OVERFLOW ELEVATION = 220.00 FT (1929 NGVD), complete installation	1	LS	859,600.00	859,600.00	1,364,489.00	1,364,489.00		
2.	12" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint	1	LS	2,900.00	2,900.00	2,800.00	2,800.00		
3.	16" DUCTILE IRON PIPE FOR WATER LINES, Class 350, Push-on or Mechanical Joint	1	LS	3,500.00	3,500.00	3,200.00	3,200.00		
4.	FOUNDATION INSPECTION ALLOWANCE (for geotechnical engineering consultant to: review CONTRACTOR'S proposed foundation design; monitor foundation installation, pile driving, and pile load testing; perform testing, such as soil bearing capacity tests, necessary for foundation certification; prepare testing reports; and certify foundation installation)	1	AL	10,000.00	10,000.00	10,000.00	10,000.00		
5.	COATINGS INSPECTION ALLOWANCE (for coatings inspection of tank painting system, consultant selected by McDavid Associates, Inc.)	1	AL	10,000.00	10,000.00	10,000.00	10,000.00		

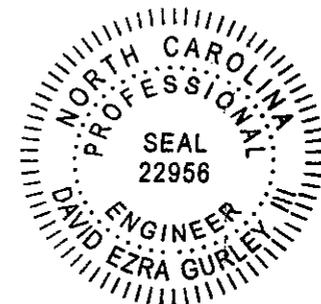
**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 3 - ELEVATED STORAGE TANK
NOVEMBER 20, 2019**

Item	Description	Contractor Address		Caldwell Tanks, Inc. Louisville, KY		Phoenix Fabricators Avon, IN		Unit Price	Total
		Qty	Unit	Unit Price	Total	Unit Price	Total		
6.	SURVEYING ALLOWANCE (for stakeout of the tank riser center point and tank orientation, verification of overflow elevations of tanks, and foundation elevation measurements; surveying by McDavid Associates, Inc.)	1	AL	3,000.00	3,000.00	3,000.00	3,000.00		
TOTAL UNIT PRICE BASE BID						\$889,000.00		\$1,393,489.00	
ALTERNATE BID ITEMS									
1A	300,000 gallon ELEVATED STORAGE TANK WITH MULTI-COLUMN TOWER, OVERFLOW ELEVATION = 220.00 FT (1929 NGVD), complete installation	1	LS	1,029,600.00	1,029,600.00	1,569,173.00	1,569,173.00		
1AA	500,000 gallon ELEVATED STORAGE TANK WITH MULTI-COLUMN TOWER, OVERFLOW ELEVATION = 220.00 FT (1929 NGVD), complete installation	1	LS	1,425,600.00	1,425,600.00	1,773,924.00	1,773,924.00		

I, D.E. "Trey" Gurley, III, certify that this tabulation sheet is correct to the best of my knowledge and belief.

D.E. Gurley
Signature

11/25/19
Date



**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 4 - WATER TREATMENT FACILITY
NOVEMBER 20, 2019**

		Contractor Address		Turner Murphy Company, Inc. Rock Hill, SC		Herring-Rivenbark, Inc. Kinston, NC			
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
	<u>LUMP SUM PRICE ITEMS</u>								
1.	BASIC CONTRACT PRICE - GENERAL CONSTRUCTION	1	LS	4,839,498.00	4,839,498.00	5,221,830.00	5,221,830.00		
2.	BASIC CONTRACT PRICE - PLUMBING CONSTRUCTION	1	LS	103,750.00	103,750.00	91,300.00	91,300.00		
3.	BASIC CONTRACT PRICE - MECHANICAL CONSTRUCTION	1	LS	105,000.00	105,000.00	57,900.00	57,900.00		
4.	BASIC CONTRACT PRICE - ELECTRICAL CONSTRUCTION	1	LS	691,403.00	691,403.00	717,655.00	717,655.00		
	<u>UNIT PRICE ITEMS</u>								
5.	UNDERCUT EXCAVATION	500	CY	25.00	12,500.00	15.00	7,500.00		
6.	BORROW fill	500	CY	35.00	17,500.00	20.00	10,000.00		
7.	NO. 57 STABILIZATION STONE	100	EA	65.00	6,500.00	50.00	5,000.00		
8.	USDA PROJECT SIGN (in accordance with Section 00808 of the Specifications)	1	EA	750.00	750.00	500.00	500.00		
	<u>ALLOWANCE ITEMS</u>								
9.	ELECTRICAL ALLOWANCE (for electric utility company charges for providing permanent electric service to the site)	1	AL	10,000.00	10,000.00	10,000.00	10,000.00		

**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 4 - WATER TREATMENT FACILITY
NOVEMBER 20, 2019**

Item	Description	Contractor Address		Turner Murphy Company, Inc. Rock Hill, SC		Herring-Rivenbark, Inc. Kinston, NC		Unit Price	Total
		Qty	Unit	Unit Price	Total	Unit Price	Total		
10.	TELEPHONE ALLOWANCE (for telephone utility company charges for providing permanent telephone service to the site)	1	AL	4,000.00	4,000.00	4,000.00	4,000.00		
11.	STAKING ALLOWANCE (by McDavid Associates, Inc.)	1	AL	10,000.00	10,000.00	10,000.00	10,000.00		
12.	GEOTECHNICAL FOUNDATION INSPECTION ALLOWANCE (for proofrolling observations and verification of foundation bearing capacities)	1	AL	10,000.00	10,000.00	10,000.00	10,000.00		
13.	GIS AS-BUILTS ALLOWANCE (by McDavid Associates, Inc.)	1	AL	15,000.00	15,000.00	15,000.00	15,000.00		
10.	250 GPM WELL SUBMERSIBLE PUMP AND MOTOR AND DISCHARGE HEAD ALLOWANCE, materials only, delivered to WTF site	1	AL	40,000.00	40,000.00	40,000.00	40,000.00		
	TOTAL UNIT PRICE BASE BID				\$5,865,901.00		\$6,200,685.00		
	ALTERNATE BID ITEMS								
1A.	PRESSURE TYPE IRON REMOVAL FILTERS, PRESSURE TYPE WATER SOFTENERS, AND PRESSURE TYPE FILTER AND SOFTENER CONTROL SYSTEM by Hungerford & Terry	1	LS	55,000.00	55,000.00	300,000.00	300,000.00		

**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 4 - WATER TREATMENT FACILITY
NOVEMBER 20, 2019**

		Contractor Address		Turner Murphy Company, Inc. Rock Hill, SC		Herring-Rivenbark, Inc. Kinston, NC			
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1B.	PRESSURE TYPE IRON REMOVAL FILTERS, PRESSURE TYPE WATER SOFTENERS, AND PRESSURE TYPE FILTER AND SOFTENER CONTROL SYSTEM by Tonka Equipment Company	1	LS	25,000.00	25,000.00	350,000.00	350,000.00		
1C.	GAS CHLORINATION SYSTEM AND CHLORINE LEAK DETECTION SYSTEM by Wallace & Tiernan	1	LS	0.00	0.00	40,000.00	40,000.00		
1D.	EMERGENCY CHLORINE GAS SHUTOFF SYSTEM by Halogen Valve Systems, Inc.	1	LS	0.00	0.00	15,000.00	15,000.00		
1E.	FINISHED WATER, RAW WATER, AND BACKWASH SUPPLY METERS by Sensus	1	LS	2,500.00	2,500.00	20,000.00	20,000.00		
1F.	6" WELL PROPELLER FLOW METERS by Water Specialties (Model ML04-D with FC-101-08 registers including dual pulse and 4-20 mAdc outputs and Sensus Flexnet AMI transmitter compatible with existing Jones County AMI system)	2	EA	2,500.00	5,000.00	5,500.00	11,000.00		
1G.	WTP 2" COMPOUND WATER METER for potable water service by Sensus (with Sensus Flexnet AMI transmitter compatible with existing Jones County AMI system)	1	LS	0.00	0.00	4,500.00	4,500.00		
1H.	SEWAGE PUMP STATION FLOW MEASURING MANHOLE MAGMETER by Water Specialties	1	LS	2,500.00	2,500.00	5,250.00	5,250.00		

**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 4 - WATER TREATMENT FACILITY
NOVEMBER 20, 2019**

		Contractor Address		Turner Murphy Company, Inc. Rock Hill, SC		Herring-Rivenbark, Inc. Kinston, NC			
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1I.	SEWAGE PUMP STATION FLOW MEASURING MANHOLE MAGMETER by Rosemount	1	LS	0.00	0.00	5,675.00	5,675.00		
1J.	SEWAGE PUMP STATION FLOW MEASURING MANHOLE MAGMETER by Endress + Hauser	1	LS	2,500.00	2,500.00	5,480.00	5,480.00		
1K.	PRESSURE TYPE WATER SOFTENER RESIN to be Purolite SSTC60	1	LS	15,000.00	15,000.00	10,000.00	10,000.00		
	ADD ALTERNATE BID ITEMS								
1AA.	The Contractor shall furnish all labor, materials, equipment, services, and miscellaneous items and perform and complete all WORK requires for general construction of a second water treatment train to include, but not limited to, High Service Pump No. 2, Pressure Type Iron Filter No. 2, Pressure Type Softener No. 2, connecting piping, valves, fittings, gauges, painting, drains, clean-up appurtenances, modifications of the Filter and Softener Control Panel, and all other WORK incidental thereto except for the electrical work listed below.	1	LS	1,315,404.00	1,315,404.00	749,268.00	749,268.00		

**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 4 - WATER TREATMENT FACILITY
NOVEMBER 20, 2019**

		Contractor Address		Turner Murphy Company, Inc. Rock Hill, SC		Herring-Rivenbark, Inc. Kinston, NC			
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
2AA.	The Contractor shall furnish all labor, materials, equipment, services, and miscellaneous items and perform and complete all electrical WORK requires for electrical construction of the second water treatment train to include, but not limited to, Motor Starter No. 2, all devices, conduit and wiring associated with the WORK described in the general construction work, listed above, and all other WORK incidental thereto.	1	LS	28,000.00	28,000.00	66,000.00	66,000.00		

I, D.E. "Trey" Gurley, III, certify that this tabulation sheet is correct to the best of my knowledge and belief.


Signature

11/25/19
Date



**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 5 - SCADA SYSTEM
NOVEMBER 20, 2019**

		Contractor Address		Custom Controls Unlimited Raleigh, NC		Gopher Utility Services, Inc. Kennapolis, NC			
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID ITEMS								
1.	UNIT CCU at proposed WTP No. 2	1	EA	36,383.00	36,383.00	117,765.64	117,765.64		
2.	UNIT B1 at Tank 1/Well 1 remove and replace existing control panel	1	EA	35,964.00	35,964.00	60,352.41	60,352.41		
3.	UNIT J2 at Tank 2/BPS 1 remove and replace existing control panel	1	EA	28,229.00	28,229.00	59,914.39	59,914.39		
4.	UNIT A3 at Tank 3 remove and replace existing control panel	1	EA	20,939.00	20,939.00	70,647.96	70,647.96		
5.	UNIT B4 at Tank 4/Well 7 remove and replace existing control panel	1	EA	26,096.00	26,096.00	69,563.49	69,563.49		
6.	UNIT A5 at Tank 5 remove and replace existing control panel	1	EA	24,206.00	24,206.00	71,526.11	71,526.11		
7.	UNIT A6 at proposed Tank 6	1	EA	24,881.00	24,881.00	33,811.66	33,811.66		
8.	UNIT C2 at Well 2 remove and replace existing control panel	1	EA	27,203.00	27,203.00	34,151.70	34,151.70		
9.	UNIT C3 at Well 3 remove and replace existing control panel	1	EA	20,790.00	20,790.00	33,478.70	33,478.70		
10.	UNIT C5 at Well 5 remove and replace existing control panel	1	EA	27,203.00	27,203.00	73,204.18	73,204.18		

**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 5 - SCADA SYSTEM
NOVEMBER 20, 2019**

Item	Description	Contractor Address		Custom Controls Unlimited Raleigh, NC		Gopher Utility Services, Inc. Kennapolis, NC		Unit Price	Total
		Qty	Unit	Unit Price	Total	Unit Price	Total		
11.	UNIT C8 at Well 8 remove and replace existing control panel	1	EA	27,203.00	27,203.00	73,204.18	73,204.18		
12.	UNIT D9 at proposed Well 9	1	EA	16,065.00	16,065.00	34,308.82	34,308.82		
13.	UNIT D10 at proposed Well 10	1	EA	16,065.00	16,065.00	34,308.82	34,308.82		
14.	RELOCATE AND RECALIBRATE UNIT F1 TRANSDUCER PANEL at Tank 1/Well 1	1	EA	1,863.00	1,863.00	8,146.72	8,146.72		
15.	RECALIBRATE UNIT F2 TRANSDUCER PANEL at Tank 2/BPS 1	1	EA	648.00	648.00	2,750.84	2,750.84		
16.	RECALIBRATE UNIT F3 TRANSDUCER PANEL at Tank 3	1	EA	648.00	648.00	2,750.84	2,750.84		
17.	RECALIBRATE UNIT F4 TRANSDUCER PANEL at Tank 4/Well 7	1	EA	648.00	648.00	2,750.84	2,750.84		
18.	RECALIBRATE UNIT F5 TRANSDUCER Panel at Tank 5	1	EA	648.00	648.00	2,750.84	2,750.84		
19.	UNIT F6 TRANSDUCER PANEL at proposed Tank 6	1	EA	8,370.00	8,370.00	22,594.99	22,594.99		
20.	UNIT VI at new PK-12 School to include but not limited to an electrical hut and concrete pad, conduit and wiring, electrical load center, duplex receptacle, float switch, and all other WORK as required by the plans and specifications	1	EA	52,812.00	52,812.00	74,711.85	74,711.85		

**BID TABULATION
JONES COUNTY
USDA WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 5 - SCADA SYSTEM
NOVEMBER 20, 2019**

Item	Description	Contractor Address		Custom Controls Unlimited Raleigh, NC		Gopher Utility Services, Inc. Kennapolis, NC		Unit Price	Total
		Qty	Unit	Unit Price	Total	Unit Price	Total		
21.	UNIT PS1 at proposed Sewage Pump Station 1 at WTP No. 2 site	1	EA	17,469.00	17,469.00	34,070.23	34,070.23		
22.	SCADA SYSTEM COMPUTER AND PERIPHERALS at proposed WTP No. 2	1	EA	8,424.00	8,424.00	62,693.80	62,693.80		
23.	SPARE PARTS FOR SCADA CONTROL SYSTEM (as required by Section 13340)	1	EA	6,726.00	6,726.00	4,200.32	4,200.32		
24.	TRAINING OF OWNER'S PERSONNEL first day with not less than eight (8) hours	1	EA	1,215.00	1,215.00	3,385.65	3,385.65		
25.	TRAINING OF OWNER'S PERSONNEL additional days after first day with not less than eight (8) hours per day	4	EA	1,215.00	4,860.00	1,608.18	* 6,432.72		
26.	USDA PROJECT SIGN	1	EA	1,769.00	1,769.00	4,083.94	4,083.94		
TOTAL UNIT PRICE BASE BID					\$437,327.00		* \$997,561.64		

*Mathematical Error

I, D.E. "Trey" Gurley, III, certify that this tabulation sheet is correct to the best of my knowledge and belief.


Signature

11/25/19
Date

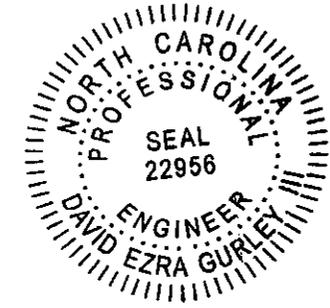


EXHIBIT D

The Board of Commissioners for Jones County, North Carolina, met in a regular meeting at the Jones County Agricultural Building located at 110 Market Street in Trenton, North Carolina, the regular place of meeting, at 7:00 p.m. on February 17, 2020.

Present: Chairman Frank Emory, presiding, and Commissioners

Absent: _____

Also Present: Franky Howard, County Manager; Brenda Reece, Finance Officer; Angelica Hall, Clerk to the Board; _____

* * * * *

Franky Howard introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Commissioner:

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS, AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO SELL REVENUE BONDS AND REVENUE BOND ANTICIPATION NOTES AT A PRIVATE SALE

BE IT RESOLVED by the Board of Commissioners (the "Board") of Jones County, North Carolina (the "County"):

Section 1. The Board does hereby find and determine as follows:

(a) The County desires to finance the cost of the undertaking in which it is engaged consisting of various improvements to the County's water system, including, without limitation, the acquisition and construction of new wells, a water treatment plant, a water storage facilities and mains and lines (collectively, the "Project").

(b) The County is considering issuing revenue bonds to finance, together with other available funds, the cost of acquiring, constructing and equipping the Project.

(c) The Project is necessary to secure adequate and reliable water service and to promote the present and future welfare of the residents of the County and its environs.

(d) The County wishes to commence procedures for the issuance of revenue bonds in a principal amount not to exceed \$7,660,000 at this time for the purpose of providing funds, together with any other available funds, to (i) pay the costs of the Project and (ii) pay certain other costs associated with the issuance of such revenue bonds.

(e) The amount of the proposed revenue bonds will be sufficient, but not excessive, for the purpose of paying the costs associated with the Project.

(f) The proposed Project is feasible.

(g) The annual audits of the County show the County to be in strict compliance with debt management policies, and the budgetary and fiscal management policies of the County are in compliance with the law.

(h) The proposed revenue bonds can be marketed at a reasonable interest cost to the County.

(i) The projected rate increases, if any, for water service in connection with the issuance of the proposed revenue bonds will be reasonable.

(j) In connection with the Project, the County is also considering issuing revenue bond anticipation notes in anticipation of the proposed revenue bonds.

Section 2. The County Manager and the Finance Officer are hereby authorized and directed to file an application with the Local Government Commission for approval of the issuance of revenue bonds and revenue bond anticipation notes for the purpose of providing

funds, together with any other available funds, to (a) pay the costs of the Project and (b) pay certain other costs associated with the issuance of such bonds and notes.

Section 3. The Local Government Commission is requested to sell the proposed revenue bonds or revenue bond anticipation notes at a private sale without advertisement.

Section 4. The County Manager and the Finance Officer of the County are hereby authorized and directed to take such action as such officers shall believe necessary and appropriate to assist the Local Government Commission in arranging for the procurement of interim financing with respect to the project.

Section 5. This resolution shall take effect immediately upon its passage.

Upon motion of Charlie Gray, seconded by April Aycock, the foregoing resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS, AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO SELL REVENUE BONDS AND REVENUE BOND ANTICIPATION NOTES AT A PRIVATE SALE" was passed by the following vote:

Ayes: Charlie Gray, James Harper, Mike Haddock, Charlie Dunn, April Aycock, Frank Emory

Noes: Sondra Ipock-Riggs

* * * * *

I, Angelica Hall, Clerk to the Board of Commissioners of Jones County, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the actual recorded minutes of the Board of Commissioners for said County at a meeting held on February 17, 2020,

the record having been made in the minutes of said Board of Commissioners, and is a true copy of so much of said minutes as relates in any way to the passage of the foregoing resolution.

I DO HEREBY FURTHER CERTIFY that proper notice of such meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said County this 17th day of February, 2020.



Clerk to the Jones County Board of
Commissioners



CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES (the "Contract") is made this ____ day of February 2020, between JONES COUNTY, NORTH CAROLINA, hereinafter called the County, and HOLLAND CONSULTING PLANNERS, INC., hereinafter called the Consultant.

WHEREAS, the County requires the assistance of a professional planning and management consultant to manage its proposed Community Development Block Grant Neighborhood Revitalization Program (CDBG-NR), and desires to execute a contract for the provision of the required administration services (the "Project").

NOW, THEREFORE, the Consultant agrees to provide the County with professional planning, project management, administration, and inspection services to complete the Project as hereinafter set forth, and as outlined in the County's CDBG-NR grant application.

In accordance with the requirements of the County's CDBG-NR project, the following minimum level of CDBG administration services will be provided by the consultant:

HCP will provide all the necessary planning and project management expertise, including provision of on-site personnel, for successful application submittal and implementation and completion of the project. It is our understanding that all on-site structural feasibility analysis and construction inspection will be supervised by the County's Building Inspector; however, HCP has a qualified resident inspector on staff to assist the local building inspector with construction inspection and to act as the primary construction management liaison between the local building inspector and the Project Manager.

HCP will provide Jones County and the State of North Carolina with CDBG-NR policies and procedures consistent with the approved grant agreement. HCP possesses a thorough working knowledge of National Flood Insurance Program (NFIP) participation requirements; HUD CDBG guidelines; the National Environmental Policy Act; and procurement, audit, financial management, civil rights, and labor standards regulations pertaining to federally-funded grant projects as referenced in the grant agreement to be executed by the County. Required services to be provided by HCP will include, but not necessarily be limited to, the following:

- Complete standard tasks necessary for the implementation of the project in conformance with the following CDBG compliance areas:
 - Environmental review and Release of Funds, and other funding conditions release;
 - Citizen participation;
 - Fair housing;
 - Equal employment and procurement;
 - Section 3;
 - Section 504;
 - Language Access Plan;
 - Anti-Displacement and Relocation Assistance Plan;

- Complaints and grievances procedures;
 - Labor standards;
 - Completion of all required reports and documentation;
 - Assistance with financial reimbursements forms; and
 - Setting up and managing official records.
- Develop comprehensive administrative guidelines for management of CDBG-NR-funded rehabilitation/reconstruction activity, including procedures for financial management, construction procurement, and construction management and inspection; coordinate required structural engineering and building inspection services; coordinate NFIP and NC State Building Code compliance activities; review duplication of benefits procedures; prepare preconstruction and owner's certification documents; review structural feasibility procedures; prepare temporary relocation procedures and homeowner/contractor dispute resolution procedures; and prepare administrative guidelines and forms/documents for proper management of residential housing activities in accordance with HUD requirements.
 - Procure a structural engineering firm, legal firm, appraiser, surveyor, and asbestos inspector, and other professional services firms as needed to carry out program activities. Provide scheduling and coordination of these additional professional services.
 - Coordinate with the local building inspection department and consultant structural engineer (if needed) as necessary for structural feasibility analysis, develop reconstruction and rehabilitation specifications, and prepare bid documents.
 - Solicit local/regional general contractors to assure compliance with the project schedule.
 - Manage the construction bid/award process.
 - Assist with on-site inspection of all residential construction work (as outlined above).
 - Authorize payment to other consultants and general contractors.
 - Coordinate project financial management and requisition processing with the County finance officer.
 - Manage any acquisition and demolition activity in accordance with URA and REDD requirements.
 - Maintain detailed case files for each unit included in the project, as well as general project compliance and procurement files.
 - Attend preconstruction conferences with homeowners and contractors; function as grantee/government/contractor liaison during construction.

- Provide complete homeowner construction contract administration services, including review of change orders, issuance of notices to proceed, review of construction schedule, and regular review of construction quality and cost control procedures with the local building inspector.
- Attend Board of Commissioners' meetings as required for approval of program guidelines, contract awards, etc.
- Function as liaison between the County and the NC Department of Commerce.

JONES COUNTY shall be responsible for the following during the completion of all work items approved under the terms of this contract:

- Supervision of financial management and disbursement of all Project funds.
- Payment of costs for annual and closeout audits by an independent public accountant.
- Payment of costs of public advertising for general administration, construction bids, professional services contracts, environmental review records, public information meetings for closeout, and program and/or budget amendments. All costs of advertisement for public notices required by Department of Commerce regulations will be paid for by the County.
- Provision of limited clerical assistance as requested by the Consultant.
- Examine and review all requests presented by the Consultant and render its decision pertaining thereto within reasonable time so as not to delay the services of the Consultant.
- Payment of project costs for asbestos inspection services, survey services, legal services, appraisal services, advertisements or other costs as may be incidental to the project.
- All administrative costs not specifically identified as the responsibility of the Consultant shall be the responsibility of Jones County.

The Consultant shall administer the Program in accordance with applicable State of North Carolina regulations, and all applicable federal non-discriminatory and equal opportunity requirements.

The County agrees to pay the Consultant from CDBG funds an amount not to exceed \$93,000 for the services rendered. Payments will be paid in monthly installments based on actual hourly charges accrued. Hourly rates shall be based on the rates included in Attachment "A". There will be no separate charges for travel, *per diem*, or copying. If the limit of \$93,000 is reached prior to completion of the Project, the Consultant shall continue to render services to the County until such services and the Project are complete, at no additional cost to the County (unless such services qualify as additional services as outlined below). Holland Consulting Planners updates its billing rates once a year in January, and hourly rates stated in the contract may be increased annually; however, the contract not-to-exceed fee will not be increased.

The Consultant will document all monthly invoices with timesheets for Project administration time, and will submit monthly status reports which outline work performed during the previous month.

The Consultant will comply with all applicable requirements of the Grant Agreement between the County and the NC Department of Commerce, Rural Economic Development Division, and will complete all work within the time specified in the grant agreement.

The Consultant may request in writing and the County will consider granting time extensions for reasons of delay which are beyond the control of the Consultant. Delays may not necessarily be the result of any action or lack of action by the County. Such delays may include but not necessarily be limited to:

- Budget and/or program amendments which lengthen the time necessary for completion.
- Unnecessary delays, defaults, or work stoppages of any kind by companies or individuals performing professional or construction contracts.
- Failure by the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.
- Changes in the County's elected or appointed personnel which result in program disruption or rescheduling.

If the Project is abandoned or indefinitely postponed by the County prior to completion of defined tasks by the Consultant; or if this contract is terminated by either party prior to completion of defined tasks by the Consultant, as outlined hereinafter, the County shall pay the Consultant an amount equal to payroll costs accrued, plus reimbursable expenses for work on those phases which have been completed, except as otherwise provided below. Payroll costs will be charged at the hourly rates included in Attachment A.

If County fails to make any payment due Consultant for services and expenses within forty-five days after receipt of Consultant's bill therefor, the amounts due Consultant shall include a charge at the rate of 3% per month from said forty-fifth day, and in addition, Consultant may, after giving seven days' written notice to County, suspend services under this Contract until he has been paid in full all amounts due for services and expenses.

No deletions, additions, changes or revisions shall be made to the scope of services or related fees included in this Contract except by written agreement of the parties hereto. Should the Consultant be required to render additional services not included in the originally-specified scope of work, an amendment shall be issued, and the County shall pay the Consultant for such services an amount equal to the expenses incurred in connection with the rendering of such services. Additional services shall include but not necessarily be limited to:

- Services after completion of the Project, such as inspections during the guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

- Preparing to serve or serving as a Consultant or witness for County in any litigation, or other legal proceeding involving the Project.
- Additional services required because of delays, work stoppages, or defaults by other professional consultants or contractors involved in the Project.
- Additional services required because of failure of the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.
- Any program and/or budget amendments resulting in delays of the implementation of the program or in the addition of activities not included in the original project application.

Payroll costs for additional services will be charged at the hourly rates outlined in Attachment A.

Original non-public documents, tracings and reports of the Consultant are, and shall remain, the property of the Consultant.

Key Personnel: The Consultant shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the County and the grantor agency, the NC Department of Commerce, Rural Economic Development Division. Individuals designated as key personnel for purposes of this Contract are those specified in the Consultant's proposal.

Subcontracting: Work proposed to be performed under this Contract by the Consultant or its employees shall not be subcontracted without prior written approval by the County and the grantor agency, the NC Department of Commerce, Rural Economic Development Division. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.

Special Provisions:

During the performance of this Contract, the Consultant and the County, for themselves, their assignees and successors in interest, agree as follows:

(1) Solicitation for Subcontracts, including Procurement of Material and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, the Consultant shall notify each potential subcontractor or supplier of the Consultant's obligations under this Contract and the State and Federal regulations included herein; when such Federal regulations are applicable.

(2) Interest of Members, Officers, or Employees of the County, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the County or its agents, no member of the County's governing body, and no other public official of the County who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in this Contract or any subcontracts thereof, or the proceeds thereof, for work to be performed in connection with this Contract. Immediate family members of said members, officers, employees, and officials are

similarly barred from having any financial interest in this Contract. However, violation of this paragraph shall not be a default or breach of the County.

(3) Non-Discrimination and Affirmative Action Clauses: During the performance of this Contract, the Consultant and the County agree to abide by the regulations set forth in the following five clauses:

(a) Non-Discrimination Clause – Section 109, Housing & Community Development Act of 1974

The Consultant will not discriminate in any manner on the basis of race, color, creed, sex or national origin or other legally protected status with reference to the subject matter of this Contract, no matter how remote. This provision shall be enforced by action for specific performance, injunctive relief, or other remedy provided by law; and this provision shall be construed to such manner as to prevent and eradicate all discrimination based on race, color, creed, sex or national origin.

(b) Executive Order 11246 Clause

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(iii) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultants' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(v) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(vi) In the event of the Consultant's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Consultant will include the provisions of Paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(c) Non-Discrimination on the Basis of Age – Age Discrimination Act of 1975, as amended.

The Consultant will not discriminate against any qualified person on the basis of age, nor will the person be excluded from participation, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

(d) Non-Discrimination on the Basis of Disability – Section 504 of the Rehabilitation Act of 1973, as amended

The Consultant will not discriminate against any qualified disabled person, nor will the person be excluded from participation in, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

(e) Section 3 Affirmative Action Clause

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the

parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(iii) The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(v) The Consultant will certify that any vacant employment positions including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR Part 135.

(vi) Noncompliance with HUD's regulation in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

(vii) Section 3 Covered Indian Housing Assistance Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e). (not applicable for this project)

(4) Termination and Legal Remedies:

The Consultant and County mutually agree as follows:

(a) The Consultant may terminate this Agreement immediately in the event the County fails to make payment of any amount due to the Consultant within sixty (60) days of its due date.

(b) Either party may terminate this Agreement in the event the other party materially breaches this Agreement or fails to perform in any material respect its obligations hereunder; provided that if a party believes that the other party has materially defaulted under or breached this Agreement (other than a breach of a payment obligation) and desires to terminate this Agreement because of such breach or default, such party ("Aggrieved Party") shall give written notice of such intent to the breaching party ("Defaulting Party") and shall grant the Defaulting

Party thirty (30) days in which to remedy the cause for termination. During such period, the parties shall make a good-faith effort to assist each other to remedy the breach. If the breach is not remedied or waived by the end of such period, then the Aggrieved Party may terminate this Agreement, effective as of the last day of such period.

(c) This Agreement may be terminated by one party, if the other party (i) shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; (ii) apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the other party and such appointment shall not be dismissed within thirty (30) days of the date of such appointment; (iii) shall institute any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding related to it under the laws of any jurisdiction; or, any such proceeding shall be instituted (by petition, application or otherwise) against the other party and the same shall not be dismissed within thirty (30) days of the date of its institution; or (iv) shall liquidate, dissolve, terminate or suspend its business operations.

(d) Either party may voluntarily terminate this Agreement by giving the other party at least sixty (60) days' advance written notice of such termination.

Upon receipt of a notice of termination from County, (i) the Consultant shall promptly discontinue all services (unless the notice directs otherwise) and deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process, and (ii) County shall pay Consultant all fees and expenses due for services rendered through the date of termination, and reimburse the Consultant for all costs and expenses relating to commitments made by the Consultant prior to receipt of notice of termination.

(5) Project Documents: The County, the Federal and State Grantor Agencies, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, plans, papers, and records of the Consultant which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

The Consultant shall maintain the records outlined above for five years after the County has received a Certificate of Completion from the State Grantor Agency in accordance with 24 CFR Section 570.490.

All documents including drawings and specifications prepared by Consultant pursuant to this Contract are instruments of service in respect of the Contract. They are not intended or represented to be suitable for reuse by County or others on extensions of the project or on any other project. Any reuse without written verifications or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from any third-party claim relating thereto. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

(6) Lobbying Clauses - Required by Section 1352, Title 31, U. S. Code

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

(7) E-Verify Certification. Consultant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Consultant utilizes a subcontractor for any purpose under this Agreement, it shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

(8) Sanctions for Noncompliance: In the event of Consultant's non-compliance with the special provisions of this Contract, the County shall impose such contract sanctions as it or the State of North Carolina or the U.S. Department of Housing & Urban Development may determine to be appropriate, including, but not limited to:

- (a) withholding of payment(s) to the Consultant under the Contract until the Consultant complies, and/or
- (b) cancellation, termination or suspension of the Contract, in whole or in part.

The County and the Consultant each binds himself, his partners, successors, executors, administrators and assigns to the other party to the agreements, and to the partners, successors, executors, administrators, and assigns of each other party in respect to all covenants of the Contract.

This Contract is governed by North Carolina law. Any action or proceeding arising from or relating to this Contract shall be commenced and prosecuted in Jones County, North Carolina, or the federal district court nearest thereto.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

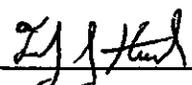
IN WITNESS HEREOF, they have executed this agreement, this day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

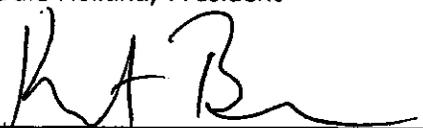
JONES COUNTY, NC



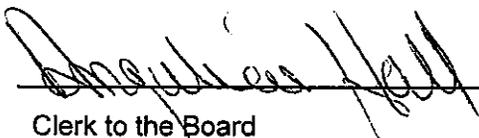
T. Dale Holland, President



Franky J. Howard, County Manager



Witness

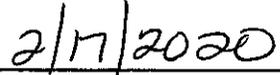


Clerk to the Board

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



Finance Officer



Date

(SEAL)

Attachment "A"

Billing Rates

Holland Consulting Planners Inc.

Staff Position	Hourly Rate
T. Dale Holland, AICP, Principal	\$160.00
Ryan Cox, Project Manager	\$105.00
Jessie Miars, Compliance/Relocation Specialist	\$90.00
Donna Blackmon, Asst. Program Administrator	\$75.00
Gary Miller, Senior Housing Inspector	\$85.00
Keith Jenkins, Housing Inspector	\$75.00
Administrative Services	\$60.00

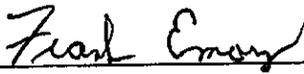
JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Resolution Approving Administrative Guidelines and Policies

WHEREAS, Jones County wishes to carry out its Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program in accordance with established state and federal administrative guidelines.

NOW, THEREFORE, the Jones County Board of Commissioners hereby collectively adopts the following resolutions, guidelines, plans and policies, and resolves that they be utilized during the administration of the Jones County CDBG-NR Program:

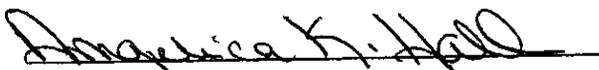
1. Project Budget Ordinance
2. Financial Management Resolution
3. Housing Assistance Policy/Selection Committee Bylaws
4. Housing Construction Contract Award Policy
5. Citizen Participation Plan
6. Residential Antidisplacement and Relocation Assistance Plan
7. Local Jobs Initiative (Section 3) Plan
8. Temporary Relocation Policy
9. Code of Conduct
10. Fair Housing Policy
11. Excessive Force Policy
12. Procurement Standards
13. Equal Opportunity Plan
14. Language Assistance Plan (Providing Meaningful Communication with Persons with Limited English Proficiency)

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica K. Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Project Budget Ordinance

Be it ordained by Jones County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program described in the work statement contained in the grant agreement and funding approval (Grant #18-C-3061) between Jones County and the North Carolina Department of Commerce, Rural Economic Development Division. This project is more familiarly known as the CDBG-NR Project.

Section 2. Jones County staff is hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the Department of Commerce, and the budget contained herein.

Section 3. The following revenues and resources are anticipated to be available to complete the project activities:

Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Project

Total Grant Award	<u>\$750,000</u>
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Section 4. The following amounts are appropriated for the project activities:

Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Project

Project Budget	<u>\$750,000</u>
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Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Department of Commerce required by the grant agreement(s) and federal and state regulations.

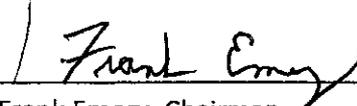
Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Department of Commerce in an orderly and timely manner.

Section 7. The Grant Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

Section 9. Copies of this grant project ordinance shall be made available to the Grant Finance Officer for direction in carrying out this project.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica K Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Financial Management Resolution

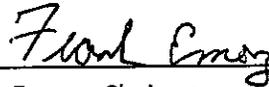
WHEREAS, Jones County has received Community Development Block Grant Neighborhood Revitalization (CDBG-NR) funding in the amount of \$750,000; and

WHEREAS, the North Carolina Administrative Code regulations require that the county designate a Grant Finance Officer and a depository for CDBG-NR funds;

NOW, THEREFORE, Jones County hereby resolves the following:

- (1) Brenda Reece, Jones County Finance Officer, will serve as Grant Finance Officer, and will be responsible for financial management of the program according to the requirements of the North Carolina Administrative Code and North Carolina General Statute requirements.
- (2) BB&T in Trenton, NC, is hereby designated as the official depository for revenues budgeted for the CDBG-NR Program.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica K Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Housing Assistance Policy

The following information is designed to serve as the basis for administrative policies, guidelines and procedures necessary to effectively establish a CDBG Neighborhood Revitalization (CDBG-NR) Program for Jones County. As is the case with all new programs, certain alterations, amendments and additions to these guidelines may be required as the program is implemented. Review of these guidelines is encouraged to maintain consistent administrative quality. The administrative personnel, consultant, and the County staff members responsible for program administration should become completely familiar with the contents of the pages which follow.

I. SELECTING AND PROCESSING APPLICANTS

The Jones County Board of Commissioners, which serves as the CDBG-NR Program Selection Committee, has adopted Selection Committee Bylaws, made a part of and attached to this Housing Assistance Policy (see Attachment A).

Before a successful housing improvement program involving the use of grants can begin operation, many administrative and policy decisions must be made. These decisions should be made with the benefit of input from the residents of Jones County.

The applicant outreach and application rating process for the Jones County CDBG-NR Program was developed by the County's consultant following discussions with county staff and the Board of Commissioners, and at the two required public hearings for the proposed project. The County wishes to provide rehabilitation/reconstruction assistance to low-to-moderate-income owners. A distribution plan including an objective, competitive rating system based on basic eligibility criteria (income threshold/ownership/taxes paid to date), housing need, and special population was developed.

The County has recommended provision of CDBG rehabilitation subsidies to "scattered site" beneficiaries based on income, ownership, special population, and severity of housing needs criteria. Additionally, applicants must be the owner of record and must have paid local taxes to date. Selected units will be further examined for income verification, field assessments, and eligibility requirements once the project is funded to determine their final status for funding.

The following outlines the applicant screening/prequalification process that Jones County utilized to select the households who will receive reconstruction/rehabilitation assistance under the CDBG Neighborhood Revitalization program:

- Application/Field Assessments: A windshield survey was conducted in low-income areas of the County which exhibit substandard housing conditions. Households were then visited by the County's rehabilitation specialist to conduct the Income and Needs Survey, including the housing assessment to determine the condition of the house and obtain preliminary cost estimates.

- Income Verifications: The County will utilize HUD 2018/2019 LMI guidelines for assessment of household income. The County will require written documentation of public benefits, payroll information, or submittal of 2018/2019 tax return information if available. The County will include adjusted (AGI) wage and benefit income for the head of household, spouse, and other non-transient (i.e., regular contributors to household expenses) household members 18 years of age and above. Business income for self-employed individuals will be verified through income tax records, and included net profits as well as wages paid to household members.
- Definitions:
 - Elderly: An individual aged 62 or older.
 - Disabled: A disabled individual is any person who has a physical or mental disability that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment, in accordance with 24CFR92.2.
 - Household Member: Any individual who is an occupant of the unit to be rehabilitated shall be considered a "household member" (enumerated for household size and subject to income verification).
 - Occupant: An occupant is defined as any immediate family member (mother, father, spouse, son, daughter of the head of household, regardless of time of occupancy); or a non-immediate family member who has resided in the dwelling unit at least six months of the twelve-month period prior to the homeowner's application date.
- The application rating system functioned as follows:

Preliminary Rating: As full applications are received, they will receive preliminary rating according to the following points table:

<u>Income Categories</u>	<u>Points</u>
Income >80% of median income	Not Eligible
Income 51-80% of median income	3
Income 31-50% of median income	5
Income ≤30% of median income	7
<u>Special Population Goals</u>	<u>Points</u>
Elderly (62 or above) Individual in Household	3
Disabled Individual in Household	5
<u>Eligibility Requirements</u>	
Homeowner Not Owner of Record in County Registry	Not Eligible

Final Rating: The County will use the NC Small Cities CDBG Gradient Housing Needs Form to evaluate the housing needs of the highest-rated applications received following preliminary review as outlined above. Units will be rated according to the points system identified below:

<u>Housing Needs Factors - Replacement Units</u>		<u>Points</u>
1.	<i>0-3 Severe Systems</i>	2
2.	<i>4 Severe Systems</i>	4
3.	<i>5 or More Severe Systems</i>	6
4.	<i>Severe Water Need</i>	3
5.	<i>Severe Sewer Need</i>	3

- The County will also request an attorney to complete preliminary title opinions for primary beneficiaries to verify that applications for units to be repaired are filed by the owner of record. Once title opinions are received, recipients will be given up to 60 days to resolve title problems such as multiple heirs or liens that would prohibit a final award (recipients will be referred to legal services organizations that provide voluntary assistance to LMI households).
- If the County decides to withdraw a preliminary award following reassessment as noted above, the most competitive applicant from the alternate award list (within treatment and budget parameters) will be given consideration for a CDBG-NR grant.
- When rehabilitation/reconstruction and/or acquisition/clearance/relocation assistance final awards have been made by the Jones County Board of Commissioners, owners will be contacted and asked to execute the Promissory Note, Deed of Trust, and other preconstruction documents.

II. DWELLING UNIT INSPECTIONS

Inspections of each dwelling unit eligible for rehabilitation grant assistance will be made by the County's CDBG consultant. The inspections will include a determination of substandard conditions, as summarized in a deficiencies checklist, as well as agency-required lead-based paint inspection and risk assessment for units to be rehabilitated. Owners of deteriorated units will also be given the opportunity to fill out a deficiencies checklist, and will receive a lead-based paint hazard information package. Inspections will identify repairs that should be made to place the unit in a standard condition according to North Carolina Small Cities CDBG Rehabilitation Standards.

III. CONVENTIONAL REHABILITATION STANDARDS

- A. *General:* All units proposed for conventional rehabilitation assistance will be rehabilitated to the North Carolina Small Cities CDBG Housing Rehabilitation Standards and will conform to the most recent NC State Residential Building Code requirements and all applicable locally-enforced

codes, ordinances, permitting, and inspection requirements. No completed units will retain any imminent threats to the health or safety of their occupants or to their structural integrity. Additionally, the County will utilize rigorous rehabilitation construction standards, to be clearly outlined in a Contractor's Handbook, to ensure that universal design standards (accessibility modifications, fire prevention, proper ventilation, vapor barrier installation, etc.) are maintained, and that all contractors are utilizing standard, code-approved materials for structural, finish, electrical, plumbing, and HVAC work. HUD Model Residential Property Rehabilitation Standards will be utilized to compute living area requirements and bathroom requirements for all households, regardless of size.

- B. *Lead Hazard Reduction:* All units constructed before 1978 will be subject to federal lead-based paint regulations. At the time of initial interview, the County's consultant housing inspector will follow procedures outlined in 24CFR35, HUD's "Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally-Owned Residential Property and Housing Receiving Federal Assistance," and appropriate updated guidelines issued by the Rural Economic Development Division. All case work for these units will include risk assessment, lead testing, and interim controls/abatement as required by 24CFR35.

The County has budgeted temporary relocation funds to be utilized to house beneficiaries during lead hazard reduction or substantial rehab when necessary, as well as additional funds to handle displacement costs, furniture storage, etc. The County will adopt a temporary relocation policy consistent with federally-mandated relocation procedures outlined in 49CFR24 as a guide for providing temporary relocation assistance during this program. The County will use community resources and phase lead hazard abatement to minimize relocation costs.

OSHA (29CFR1926) and EPA-recommended worker safety, on-site containment, and clean-up procedures will be included in the work specifications, and will be thoroughly covered at contractors' meetings prior to rehab. Off-site disposal will be closely coordinated with local and state solid waste management personnel, and a written disposal procedure will be developed and included in the rehabilitation specifications. Most importantly, the County will insist that its housing rehab consultant be certified as an inspector for lead hazards through a state-accredited certification course.

- C. *Rehab Design for Disabled Beneficiaries:* The County will utilize an accessibility deficiencies checklist during preparation of the work write-up to ensure that the North Carolina State Building Code Volume 1-C Accessibility Code requirements for new construction are met when handicapped individuals occupy units to be rehabilitated. Also, the County will contact the Independent Living Rehabilitation Program's regional office prior to rehabilitation of units occupied by disabled individuals, to obtain assistance with design of accessibility modifications and possible grant assistance.

- D. *Flood Hazard Areas:* All units located in the special flood hazard area will be rehabilitated to comply with locally enforced flood damage prevention statutes and FEMA flood insurance guidelines. Prior to inspection, the County will perform flood elevation surveys of any units located in the special flood hazard area. If finish floor elevations are determined to be below the 100-year flood elevation, the County will raise the floor elevation, if structurally and financially feasible. Regardless of the resolution of the floor elevation issue, flood insurance will be procured for all units located in the 100-year floodplain.

IV. CONSTRUCTION QUALITY/MAINTENANCE

- A. *Construction Guidelines:* Jones County's Contractor's Handbook is hereby incorporated into this Housing Assistance Policy by reference. The general provisions included in the Contractor's Handbook shall serve as the general guidelines for all rehabilitation and reconstruction work performed during the CDBG-NR Program. The Specifications included in the Contractor's Handbook shall serve as the standard quality of workmanship. The Contractor's Handbook stresses the application of universal design standards during rehabilitation and reconstruction. The handbook outlines standard installation procedures for ventilation systems, accessibility modifications, vapor barrier installation, weatherstripping, new bathroom installation, etc. Copies of the Contractor's Handbook will be made available at the county community development office for review by program applicants, grant recipients, and interested citizens.

- B. *Bidding and Construction Process:* The inspection consultant will prepare work write-ups and cost estimates, and coordinate the construction bidding, award, and inspection process for the owners. Work specifications, general contract provisions, and write-ups will be distributed at contractors' meetings which contractors will be required to attend in order to bid. The County maintains an active list of prequalified contractors, and also will publish notices of contractors' meetings/requests for bids in local newspapers.

The County will require the inspection consultant to make semi-weekly inspection visits to each unit under construction, to approve changes in the scope of work, to summarize for the program administrator on-site findings in written form, and to verify that finished construction meets program standards. In addition, the local code enforcement official will make regular inspection visits, and will provide the program administrator with a certificate of compliance/occupancy for each completed unit. All material and workmanship will be guaranteed by the contractor for a period of one year from the date of completion of work.

- C. *Homeowner Maintenance Measures:* During implementation of the project, the County will develop a post-construction checklist for review with all owners to make sure that owners are satisfied with construction and that they understand utility operation and costs. Additionally, all occupants of dwellings to be rehabilitated/replaced will be referred to the local NC Cooperative Extension Service for available routine home maintenance courses or workshops.

- D. *Insurance:* In order to ensure that rehabilitated/reconstructed units are insured against fire damage following completion of the rehabilitation contract or replacement housing process, the County will utilize CDBG-NR funds to purchase fire insurance to cover the replacement value of the structure for one year following completion of the housing construction contract. Coverage will be provided either as a new policy from a local insurance provider when no coverage exists, or as a supplementary policy from the owner's current provider. Additionally, during the pre-construction conference with the homeowner, the rehabilitation specialist will emphasize the need for homeowners to continue fire insurance coverage beyond the one-year CDBG-NR-financed subsidy period. The County will secure/upgrade flood insurance policies (one-year) for all units located in the 100-year floodplain with program support funds as well.

V. MAXIMUM REHABILITATION/REPLACEMENT GRANT LIMITATIONS

The County expects to provide CDBG-NR rehabilitation assistance to owner-occupied dwelling units, assuming average rehabilitation costs fall below the maximum limits allowed by the CDBG-NR application guidelines (\$44,000 or \$42.00 per square foot of heated, occupiable space). If bids exceed the maximum allowable limits, the rehabilitation units will be rebid. If bids still exceed the maximum allowable limits, then REDD approval to exceed the limits will be obtained prior to issuing contracts/beginning construction.

VI. REHABILITATION/RECONSTRUCTION GRANT ELIGIBILITY CRITERIA

- A. All rehabilitation/reconstruction housing subsidies will be provided to households with incomes between 0-80% of the Jones County median income adjusted for appropriate household size.
- B. All rehabilitation/reconstruction housing beneficiaries must be owner-occupant households who reside in Jones County.
- C. The owner(s) of any unit to be rehabilitated or reconstructed must be able to legally execute an Amortized Loan/Deferred Payment Loan Deed of Trust/Promissory Note following formal award of a Rehabilitation/Reconstruction Grant and prior to execution of a Contract for Housing Construction Work.
- D. The Amortized Loan/DPL Deed of Trust shall be for the full amount of the CDBG-NR grant assistance, except for special conditions involving multiple owners outlined below. The agreement shall be recorded immediately following execution of the note. Additionally, the deed of trust/promissory note shall be modified if the final contract cost exceeds the original contract cost.

VII. REHABILITATION/RECONSTRUCTION GRANT AWARDS

Rehabilitation and reconstruction grant awards will be approved by the County Manager, if potential grantees meet the grant eligibility and limitation requirements outlined herein.

VIII. REGULATIONS PERTAINING TO ACCESSORY BUILDINGS

Non-residential accessory buildings located on the same lot as a dwelling unit approved for a rehabilitation grant are ineligible for rehabilitation. Grant monies may be applied to the demolition of such substandard structures, but in no instance for their rehabilitation. An accessory building for the purpose of the CDBG-NR Program guidelines is defined as follows:

A detached subordinate structure operated and maintained under the same ownership and located on the same lot as the main building. No such building may be inhabited or used by other than the owners, lessee or tenant of the premises or their employees.

The demolition of substandard accessory buildings may be required by the county as a part of the rehabilitation grant. Grant monies, if the owner's application is approved, may be used to rehabilitate the dwelling unit and demolish all substandard accessory buildings at the same time.

IX. TEMPORARY RELOCATION BENEFITS

The County Manager is authorized to approve temporary relocation payments to owner-occupants who are forced to vacate their dwellings during rehabilitation or prior to provision of a comparable replacement dwelling following demolition on a case-by-case basis, if such assistance is recommended by the Program Administrator. Such temporary relocation shall be accomplished at the minimum feasible cost, and in accordance with the Jones County CDBG-NR Program Temporary Relocation Policy. Temporary relocation payments will be limited to cover only those expenses that would not otherwise be normal to the relocatee. Approval of temporary relocation assistance for rent, motel charges, temporary storage, etc., will be made only upon submittal of cost-effective procurement documentation and invoice documentation by the Program Administrator.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica K Hall, Clerk to the Board

ATTACHMENT A
BYLAWS OF THE JONES COUNTY CDBG-NR PROGRAM SELECTION COMMITTEE

ARTICLE I: Name, Location, Mission, and Purpose

1.1 Place of Meeting

The primary meeting place will be the Jones County Agricultural Building, 110 Market Street, Trenton, NC, or another location as announced.

1.2 Mission Statement

The Committee's mission is to ensure equitable distribution of CDBG-NR housing assistance.

1.3 Our Purpose

The Committee's purpose is to review potential applicant application and housing needs surveys, scoring and rating such to determine priority status and select potential CDBG-NR housing applicants.

ARTICLE II: Selection Committee

2.1 General Powers

The Jones County Board of Commissioners shall serve as the CDBG-NR Program Selection Committee.

2.2 Special Powers

Upon sufficient and appropriate documentation, the Committee can move an eligible homeowner up the priority list for immediate consideration for housing assistance.

2.3 Terms of Service

The term of service lasts for the duration of the CDBG- NR program (Grant #18-C-3061).

2.4 Removal/Expansion

The Committee can expand the committee size, as it deems appropriate.

ARTICLE III: Meeting Schedule

3.1 Meetings

The Selection Committee will meet as deemed necessary to promote efficient progress during application development and implementation of the CDBG-NR program. As the need should warrant, the Committee will meet prior to any amendments being presented to the Rural Economic Development Division for approval.

3.2 Quorum

A 3/4 majority of Committee members will constitute a quorum for the transaction of business at any regularly scheduled meeting.

ARTICLE IV: General Provisions

4.1 Indemnification

The Selection Committee shall, to the fullest extent permitted by Part 5 of Article 8 of Chapter 55A of the NC General Statutes of North Carolina, indemnify and hold harmless its Committee members against any and all liabilities, cost and expenses (including attorney's fees and expenses) reasonably incurred by the Committee on behalf of and in connection with any legal action or proceeding to which the Committee may be a party by reason of it having been involved.

4.2 Conflicts of Interest

Selection Committee members must disclose any conflicts of interest or a conflict of responsibility on any matter involving the CDBG Neighborhood Revitalization project (Grant #18-C-3061) and should refrain from voting on such matters. No Committee member shall use his position for his own direct or indirect financial gain. Committee members shall be responsible to follow the policies that govern Conflicts of Interest issues.

4.3 Amendment of Bylaws

Except as otherwise provided by law, these Bylaws may be amended or repealed and new Bylaws may be adopted by the affirmative vote of a majority of the Jones County Board of Commissioners; provided, however, that notice of the proposed action shall have been included in the notice of the meeting or shall have been waived as provided by these Bylaws.

4.4 Meeting Minutes

Accurate minutes of meetings shall be kept by the Clerk to the Jones County Board of Commissioners.

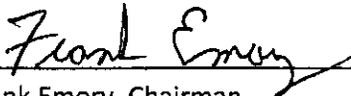
JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Housing Construction Contract Award Policy

During the performance of housing rehabilitation, demolition, and replacement housing activities included in the Jones County CDBG Neighborhood Revitalization (CDBG-NR) Program, the County will utilize the following guidelines in the award of contracts to contractors who bid on the rehabilitation/reconstruction or demolition of specific dwelling units:

- 1) The County shall reserve the right to reject bids and rescind contract awards if one of the following conditions has not been met:
 - a. The contractor must have turned in all required forms, credit report, references, etc., with his bid;
 - b. The contractor must have references and a past working record acceptable to the Program Administrator prior to the Program Administrator's recommendation of award to the Jones County Board of Commissioners;
 - c. The contractor must have demonstrated the ability to meet the performance criteria established in the Instructions to Bidders and the Contract for Housing Construction Work.
 - d. The contractor must have demonstrated the ability to meet standards of workmanship outlined in the Contractor's Handbook as witnessed by the Program Administrator.
- 2) Assessment of conditions 1(c) and 1(d) above shall be based on the Program Administrator's review of contractor references and work performed in other locations, if the contractor has not performed recent rehabilitation, demolition, or replacement housing work for Jones County.
- 3) If construction estimates are prepared, no contract award shall be made if the contract price is less than 85% or more than 115% of the Program Administrator's final estimate. The Program Administrator will document negotiation of bids and/or estimates before contract awards are made.
- 4) In a case where an individual contractor is performing adequately, but he is the low bidder on more houses than he can complete within 120 days following the bid opening (based on past performance), Jones County shall reserve the right to reject bids for those surplus houses, and award those houses to the next lowest bidders meeting the guidelines outlined herein, in the interest of efficient completion of rehabilitation, demolition, and replacement housing activities. The County also reserves the right to reject bids and award contracts to alternate bidders in the interest of maintaining an efficient work schedule consistent with performance standards mandated by the funding agency.

- 5) Jones County reserves the right to rescind contract awards made prior to contract execution if circumstances beyond the control of the county, including directives by the funding agency or homeowner's non-participation, prohibit the county's participation in the contract as Owner's Representative.
- 6) Any action, either restrictive or affirmative, taken under these guidelines, shall be in the interest of an efficiently-managed CDBG-NR program, and will be without self-interest on the part of any member of the Jones County Board of Commissioners or county staff; and furthermore, shall be without regard to race, creed, sex, color, or national origin.
- 7) The County Manager is hereby authorized to approve and execute all housing rehabilitation, replacement housing, and/or demolition change orders less than 10% of current contract value.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:


Angelica K Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM

Citizen Participation Plan

Rural Economic Development Division
North Carolina Department of Commerce

Grantee: Jones County

Recipient's Address: Jones County, 418 Highway 58 North, Trenton, NC 28585

Contact Person: Franky Howard, County Manager

Contact Email: fhoward@jonescountync.gov

Contact Phone #: (252) 448-7571

TDD#: Relay North Carolina TT#1-800-735-2962

The primary goal of the Citizen Participation Plan is to provide citizens, especially low and moderate income citizens of the community where CDBG-funded activities will take place, an opportunity to participate in an advisory role in the planning, implementation, and assessment of the programs and projects.

The Citizen Participation Plan is required by Section 104(a)(2) of the Housing and Community Development Act and by regulations at 24 CFR 570.486(a)(6).

The plan is vitally important to the success of CDBG-funded activities undertaken by local governments. Compliance with the plan reduces the number of legal challenges and citizen complaints against the local government recipient.

1. INTRODUCTION

Jones County has designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in the Community Development Block Grant (CDBG) program. This Plan is an essential element of the County's present and future community development process and has been developed to comply with the regulations and requirements of the CDBG program as administered by the North Carolina Department of Commerce – Rural Economic Development Division (REDD) and the Department of Housing and Urban Development (DHUD).

The primary goal of this Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the County's CDBG program(s). The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

Citizens are encouraged to participate in all phases of the CDBG program(s) and will be provided full access to program information. However, final responsibility and authority for the development and implementation of CDBG program(s) will lie with the County.

2. SCOPE OF PARTICIPATION

The County will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation and assessment of all CDBG program(s) undertaken by the County. Local officials will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

- a. identification and assessment of housing and community development needs; determination of CDBG project(s) and documentation; and the development of CDBG application(s);
- b. changes and/or amendments to approved CDBG projects; and
- c. assessment of CDBG program performance.

All phases of the community development process will be conducted by local officials in an open manner. Citizens of the County are encouraged to participate at all levels and will be given access to program information during each phase of any CDBG program as outlined herein.

3. CITIZEN PARTICIPATION CONTACT PERSON

Franky Howard, County Manager, has been designated Citizen Participation Coordinator by the Jones County Board of Commissioners and will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the Citizen Participation Coordinator shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

The Citizen Participation Coordinator may be contacted at the Jones County Government Office Complex, 418 Highway 58 North, Trenton, NC, at (252) 448-7571 during regular business hours. All questions concerning citizen participation in the community development process should be addressed to the Citizen Participation Coordinator.

4. TECHNICAL ASSISTANCE

Jones County staff shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, as may be required to adequately provide for citizen participation in the planning, implementation and assessment of CDBG program(s).

Such technical assistance is intended to increase citizen participation in the community development decision making process and to ensure that such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of CDBG program requirements.

Technical assistance shall be provided on request and may include, but not necessarily be limited to: interpreting the CDBG program and its rules, regulations, procedures and/or requirements; providing information and/or materials concerning the CDBG program; and assisting low and moderate income citizens and residents of blighted neighborhoods to develop statements of views, identify their needs, and develop activities and proposals for projects which, when implemented, will resolve those needs.

Technical assistance may be obtained by contacting the Citizen Participation Coordinator.

5. PUBLIC HEARINGS

Citizen participation in the community development process will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low and moderate income persons and residents of areas where CDBG activities are proposed or ongoing.

Public hearings will be held during all phases of the community development process, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG programs. Local officials will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific CDBG project to the governing body at any regularly scheduled meeting.

5.1 Public Hearing Times and Locations

All public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and CDBG project areas.

Public hearings will be scheduled for convenient times as determined by the County. Public hearings may be held at any site which, in the opinion of the County, provides adequate access for citizen participation.

Hearings will normally be held at the Jones County Agricultural Building, 110 Market Street, Trenton, NC. This site is centrally located and generally accessible to all citizens. This building is also accessible to persons with disabilities. Hearings may, however, at the option of the County, be held at an alternate location to be specified in the public hearing notice(s).

5.2 Application Public Hearings

One public hearing shall be held during any CDBG program fiscal year prior to the submission of an application to the REDD for CDBG assistance. The primary purposes of the public hearing shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the CDBG program,

and also to present for public comment and review the program activities which have been selected by the County to resolve the identified needs.

An application public hearing will be held during the initial stage of program development to discuss items regarding community development and housing needs, the CDBG program, and the application process. The objective of citizen participation at this stage is to provide meaningful, community-wide citizen input into the decision-making process during the assessment of community needs and the consideration of priorities and options associated with the development and submission of a CDBG application. Local officials will also entertain proposals and comments from citizens concerning community development activities at this hearing.

This hearing will normally serve to discuss and review the information appropriate for all applications submitted by the County during any fiscal year. Additional changes in community development or housing needs in the community as determined by local officials can be addressed by a community meeting where citizens can share their comments prior to the submission of other CDBG applications late in the fiscal year.

Citizens will be provided with information concerning the CDBG program at this public hearing. Such information shall include, but not necessarily be limited to: the goals and objectives of the CDBG program; the total amount of CDBG funds available for the fiscal year and for the funding round; the role of citizens in program planning, implementation, and assessment; the range of activities which may be undertaken; the process to be followed in developing a CDBG application; a statement that 100 percent of the CDBG funds will be used to benefit low-to-moderate income people; the schedule of meetings and hearings; location where the application can be reviewed; activities previously funded in the County through the CDBG program; an identification of projects which could result in the relocation of area residences or businesses and the actions that would be undertaken if such relocation were necessary; and provision of contact information such as address, telephone number, and dates for submitting complaints or grievances by citizens. Furthermore, the effectiveness of the Citizen Participation Plan in allowing citizen participation in the community development process and potential changes and/or amendments to the Plan shall also be discussed at this meeting.

The County may, at the option of local officials, review multiple CDBG project applications at one hearing when more than one application is to be submitted during the same fiscal year. Each such hearing shall be held prior to, and in preparation for, the application's approval by the County.

A second objective of citizen participation during this stage is to inform citizens of the proposed project activities to be included in a CDBG application(s) and to solicit comments from citizens concerning these activities.

Citizens attending this hearing will be provided with information concerning the CDBG project(s) proposed including, but not necessarily limited to: the project application(s) to be submitted and the applicable CDBG fund; specific project activities to be included; the location of the project activities; the approximate cost estimate for the proposed activities; the estimate of local match required; the impact of the project on low and moderate income persons; and the approximate application submittal date.

5.3 *Amendment Public Hearings*

The County will assure the opportunity for citizen participation during the implementation of any CDBG program(s) when changes to the project are under consideration by the County. Citizen participation shall be obtained and considered in any amendments to a CDBG program which involves changes in dollar amount spent on any activity, changes in program beneficiaries, changes in the location of approved activities, addition to or deletion of project activities, and major budget shifts between approved activities.

To ensure adequate opportunity for citizen participation during CDBG programs, the County shall hold a public hearing on all formal amendments which require the REDD approval. For "local" amendments and changes for which the REDD approval is not required, input from citizens concerning changes or amendments will be received at regularly scheduled County meetings where such changes or amendments are considered.

5.4 *Assessment of Performance Public Hearings*

Citizens of the County will be provided with the opportunity to comment on the performance of local officials, the County staff, consultants, engineers, and contractors, and the actual use of CDBG funds during the implementation of a CDBG program. Citizens will also be requested to assess the performance of the County in resolving identified community development and housing needs, and in achieving its community development goals and objectives. Ongoing community assessment of the effectiveness of the community development process is considered essential to the success of the CDBG program.

At the conclusion of each CDBG project, a public hearing will be held to review program activities and to assess program performance. This hearing shall be held prior to the submission of the Performance Assessment Report and any other required closeout documents to the REDD for a CDBG project. This hearing will be used to ensure community-wide participation in the evaluation of the CDBG program.

5.5 *Additional Hearings*

Other public hearings may be held as deemed necessary by the County in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings shall comply with the requirements set forth in this Plan.

5.6 *Limited English Proficiency Residents*

The County has followed the guidance provided in the Language Access Plan to determine the need to undertake reasonable actions to facilitate the participation of persons with Limited English Proficiency. Local officials will undertake all reasonable actions necessary to allow such persons to participate in the community development process. Such actions may include the provision of an interpreter and/or the provision of materials in the appropriate language or format for persons with Limited English Proficiency.

5.7 *Public Hearing Notice*

Notice of public hearings must be published in a local newspaper of general circulation, in a non-legal section of the paper at least ten (10) days prior to the hearing date, but no more than 25 days prior to the meeting date. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed.

5.8 *Accessibility to Low and Moderate Income Persons*

The public hearing procedures outlined herein are designed to promote participation by low and moderate income citizens, as well as residents of blighted neighborhoods and CDBG project areas in any public hearing(s). **Local officials may take additional steps to further promote participation by such groups, or to target program information to these persons should officials feel that such persons may otherwise be excluded or should additional action be deemed necessary. Activities to promote additional participation may include: posting of notices in blighted neighborhoods and in places frequented by low and moderate income persons, and holding public hearings in low and moderate income neighborhoods or areas of existing or proposed CDBG project activities.**

5.9 *Accessibility to Persons with Disabilities*

The locations of all public hearings as described herein shall be made accessible to persons with disabilities. The County shall provide a sign language interpreter whenever the Citizen Participation Coordinator is notified in advance that one or more deaf persons will be in attendance. The County shall provide a qualified reader whenever the Citizen Participation Coordinator is notified in advance that one or more visually impaired persons will be in attendance. Additionally, the County shall provide reasonable accommodations whenever the Citizen Participation Coordinator is notified in advance that one or more persons with mobility or developmental disabilities will be in attendance.

6. PROGRAM INFORMATION

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. Local officials of the County shall make reasonable effort to assure that CDBG program information is available to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or CDBG project areas.

To facilitate citizen access to CDBG program information, the Citizen Participation Coordinator will keep all documents related to a CDBG program on file in the Jones County Government Office Complex, 418 Highway 58 North, Trenton, NC. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. CDBG program information and materials concerning specific CDBG projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this Plan. Furthermore, information concerning any CDBG project will be available at regularly scheduled Board meetings where the program is discussed.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearing; mailings and promotional materials; prior CDBG program applications; letters of

approval; grant agreements; the environmental review record; financial and procurement records; project design and construction specifications; labor standards materials; performance and evaluation reports; other reports required by the REDD and/or the DHUD; proposed and approved CDBG program application(s) for the current year or project; written comments or complaints received concerning the community development program and written responses from the County; and copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

In no case shall the County disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the County shall not disclose any information which may, in the opinion of the Chairman of the Jones County Board of Commissioners, be deemed of a confidential nature.

7. PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to submit their views and proposals on all aspects of a community development program at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments or complaints to the County.

Any citizen or citizens' group desiring to comment or object to any phase of the planning, development or approval of the application for CDBG funds, or to the implementation of any CDBG program, should submit such comments or objections in writing to the Chairman of the Jones County Board of Commissioners. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by the Chairman, then the aggrieved party may appeal his/her case to REDD.

Local officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where practicable. Should the County be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to the REDD.

Citizens may, at any time, contact the REDD and/or the DHUD directly to register comments, objections or complaints concerning the County's CDBG application(s) and/or program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting the REDD or the DHUD.

All comments or complaints submitted to the REDD or the DHUD shall be addressed in writing to:

NC Department of Commerce
Rural Economic Development Division
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

Or:

U.S. Department of Housing and Urban Development
Community Planning and Development Division
Greensboro Field Office
1500 Pinecroft Road
Greensboro, NC 27407

Records of all comments, objections and/or complaints by citizens concerning the County's CDBG program and subsequent action taken in response to those comments shall be maintained on file at the County and shall be made available for public inspection upon request.

8. AMENDMENTS

The County may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan. It shall be the policy of the County to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of the County. To this end, the effectiveness of the Plan will be discussed at public hearings held in conjunction with the community development program as discussed herein, and potential amendments to the Plan will be reviewed at this time.

Amendments to the Plan will be made as necessary. All amendments shall be approved by resolution of the County and shall be incorporated into this Plan.

9. AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the County in the development, implementation, and execution of any Community Development Block Grant program.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica K Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Residential Anti-Displacement and Relocation Assistance Plan

This Residential Antidisplacement and Relocation Assistance Plan is prepared by Jones County, North Carolina, in accordance with the Housing and Community Development Act of 1974, as amended (the "Act"); and HUD regulations at 24 CFR 42.325.

A. Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, Jones County will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.
- Attempt to locate comparable replacement housing in or near the neighborhood where demolition activities occur to further minimize neighborhood disruption caused by the clearance activities.
- Avoid demolition of occupied severely deteriorated residential structures where possible through substantial rehabilitation as opposed to clearance.
- Rehabilitate vacant, occupiable residential structures as affordable housing for displaced tenants to minimize neighborhood disruption caused by clearance activities.

B. Relocation Assistance to Displaced Persons

The County will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under this Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

C. One-for-One Replacement of Lower-Income Dwelling Units

The County will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under this Program in accordance with 24 CFR 42.375.

Before entering into a contract committing Jones County to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the County will make public by publishing notice in The Kinston Free Press newspaper, and submit to the North Carolina Rural Economic Development Division (REDD) the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. *NOTE: See D, below.*
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the County will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

D. Replacement not Required Based on Unit Availability

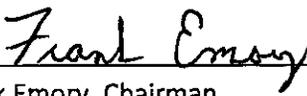
Under 24 CFR 42.375(d), the County may submit a request to the State (REDD) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of

vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

E. Contacts

The County Manager's Office (252/448-7571) is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period. The County Manager's Office (252/448-7571) is responsible for ensuring that relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use are provided.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:


Angelica K. Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Local Jobs Initiative (Section 3) Plan
Local Economic Benefit for Low- and Very Low-Income Persons
February 3, 2020 – February 2, 2023

I. APPLICATION AND COVERAGE OF POLICY

Jones County is committed to the policy that, to the greatest extent possible, opportunities for training and employment should be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development projects should be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968. The County has developed and hereby adopts the following Plan.

The County will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CRF Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder.

This Section 3 covered project area for the purposes of this grant program shall include the County and portions of the immediately adjacent area.

The County will be responsible for implementation and administration of the Section 3 plan. In order to implement the County's policy of encouraging local residents and businesses to participate in undertaking community development activities, the County will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses.

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, the County will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories, and Small Business Administration local offices. Word-of-mouth recommendation shall also be used as a source.

The County will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources of subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre-bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Jones County Employment Security Commission shall be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in the project, prior to any contracting, major purchases or hiring, the County will develop a listing of jobs, supplies and contracts likely to be utilized during the project. The County will then advertise the pertinent information regarding the project including all Section 3 required information. The County will send the bid information to the Rural Economic Development Division (REDD) in order for REDD to distribute information through its list-serve notification.

II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

The County will take the following steps to assure that low income residents and businesses within the community development project area and within the County are used whenever possible:

- List jobs through the NC Historically Underutilized Business (HUB) office;
- Refer potential employees and businesses to various state and local agencies for development and training assistance;
- Place qualified residents and businesses on solicitation lists;
- Assure that residents and businesses are solicited whenever they are potential sources of contracts, services, or supplies.

The County will place a display advertisement in the local newspaper containing the following information:

- i. A brief description of the project.
- ii. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
- iii. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.
- iv. A location where individuals interested in jobs or contracts can register for consideration.
- v. A statement that all jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training assistance through various state and local agencies, or which the County will maintain a list for individuals and business concerns inquiring information.

Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper.
- ii. Posting of Section 3 Plan at the Jones County Government Office Complex.
- iii. County Board meetings when project activities and schedules are discussed.
- iv. Notification to other agencies that provide services to low-income people.

The County will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents;
2. Encourage public works contractors to hire local area residents.

The County will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area, and will:

1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores.

III. RECORDS AND REPORTS

The County will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of REDD and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

The County shall report annually the Section 3 numbers using the form HUD 60002 to REDD at the end of the calendar year as part of the Annual Performance Report (APR).

IV. MONITORING COMPLIANCE

The County may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notices, and published information will be kept to document the implementation of the plan.

V. COMPLAINTS CONTACT

Please provide the main contact in case that any complaint is received from the general public on Section 3 compliance (including name, phone number, address, and email):

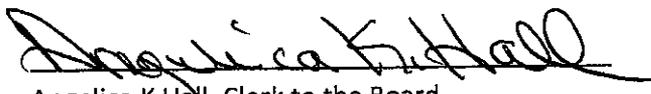
Franky Howard, Hyde County Manager
Jones County Government Office Complex
418 Highway 58 North
Trenton, NC 28585
Telephone: 252-448-7571, Email: fhoward@jonescountync.gov

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:


Angelica K Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Temporary Relocation Policy

WHEREAS, Jones County has been awarded a CDBG Neighborhood Revitalization (CDBG-NR) Program Grant; and,

WHEREAS, temporary relocation payments and assistance are approved activities under the CDBG-NR Program Funding Agreement for households who receive conventional rehabilitation, lead based paint abatement, and on-site housing replacement (reconstruction) assistance; and,

WHEREAS, Jones County wishes to provide temporary relocation assistance and moving assistance to households temporarily displaced as a result of conventional rehabilitation, lead based paint abatement and on-site replacement (reconstruction) housing;

NOW, BE IT THEREFORE RESOLVED:

The Jones County Board of Commissioners hereby adopts the following temporary relocation policy, to be used during implementation of the CDBG-NR Program:

A. INTENT OF POLICY

Under the CDBG-NR Program, the County plans to carry out certain activities that will improve the living environment of the affected participants. This policy information applies to any homeowner who is required to temporarily relocate as a result of carrying out conventional rehabilitation, lead based paint abatement, or on-site replacement (reconstruction) housing activities under the program.

It is the intent of this policy to enable a homeowner to receive limited assistance when renting a temporary housing unit. This assistance is offered to help address the financial burden that is often associated with temporary relocation. The low to moderate income homeowner families and individuals that this Policy is designed for will be offered this assistance only if they are required to temporarily relocate as a result of the project.

B. HOMEOWNER REPLACEMENT HOUSING

If any of the project activities require a homeowner to be temporarily relocated, the homeowner will receive a notice informing him/her of the date by which the unit must be vacated and approximate duration of the temporary relocation. Homeowners may be eligible to receive the moving benefits and temporary housing expenses offered in Section C. of the policy if the homeowner moves to a temporary unit that is decent, safe and sanitary, and suitable for the needs of the household. Therefore, even though a homeowner may seek his/her own replacement housing, an agreement to temporarily rent a dwelling should not be entered into until the unit has been inspected and approved by a member of County's staff or designated building inspection official.

C. TEMPORARY REPLACEMENT HOUSING ASSISTANCE - HOMEOWNER

In general, the temporary replacement housing assistance for homeowners, subject to participation in the county's rehabilitation/reconstruction program, is as follows:

Moving Benefits

1. Actual moving expenses and storage costs paid to a bonded and licensed moving company for the move to the temporary housing unit. Jones County will provide the mover.
2. Actual moving expenses costs paid to a bonded and licensed moving company for the return move to the homeowner's housing unit. Jones County will provide the mover.
3. A homeowner shall be reimbursed for the disconnection and connection costs for the homeowner's utilities, telephone, and cable (if required) for the move to the temporary unit and for the return move to the homeowner's housing unit.

Temporary Housing Expenses

A homeowner may be reimbursed for actual reasonable documented rent and utilities (electric, water/sewer, and gas) incurred at the temporary replacement dwelling.

In order for a homeowner to receive reimbursement of the Temporary Housing Expenses, the temporary replacement dwelling must be inspected and approved by a member of the County's staff (or building inspection official if designated) as decent, safe and sanitary, and adequate to meet the homeowner's occupancy needs. A premature move may result in loss of eligibility for a temporary housing expense payment.

D. DECENT, SAFE AND SANITARY HOUSING

Housing is to be considered decent, safe and sanitary housing if it is sound, clean, weathertight, and in standard condition. The unit must have hot and cold running water, a private inside toilet, bathing facilities, and be in compliance with the local housing codes. The unit must also be in compliance with the local occupancy codes to avoid overcrowding.

E. FAIR HOUSING LAWS

If a family or individual is unable to temporarily rent a replacement dwelling because of discriminating practices related to race, color, creed, disability, familial status, or national origin, the form HUD 903, Housing Discrimination Complaint, will be made available to each family or individual so aggrieved.

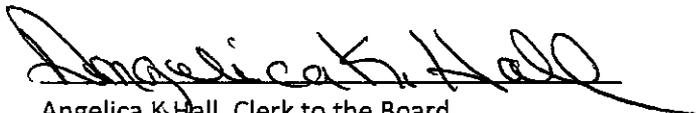
Jones County will take positive action to assist each family and individual in completing the form and filing the complaint. The County staff will help assure a family or individual the full opportunity to relocate to a temporary dwelling provided for them or to a unit of their choice that meets the required inspection standards.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:


Angelica K. Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Policy Concerning Code of Conduct for Officers, Employees or Agents

BE IT RESOLVED BY THE JONES COUNTY BOARD OF COMMISSIONERS:

Section 1: No employee, officer or agent of Jones County shall knowingly solicit or accept any form of gratuity from any person, firm or organization whereby such gratuity shall in any way persuade or affect the outcome of the award of any contract of which any part is supported by federal funds.

Section 2: No employee, officer or agent of Jones County shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ, any of the above individuals, has a financial or other interest in the firm selected for award.

Section 3: No employee, officer or agent of Jones County shall solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Section 4: If any employee, officer or agent shall knowingly violate any of the provisions of this policy, such employee, officer or agent will be subject to such disciplinary measures as may be deemed appropriate by the Jones County Board of Commissioners or County Manager including, but not limited to, suspension without pay, demotion, or dismissal.

Section 5: If any contractor or his agent violates any provision of this policy, such violation will constitute grounds for action deemed appropriate by the County Manager including, but not limited to, withdrawal from consideration of any proposal or bid submitted by such contractor, withdrawal of award, or rescission of contract.

This policy shall become effective from and after its adoption by the Jones County Board of Commissioners in an open meeting.

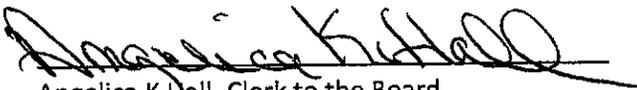
If any part of this policy shall be found to be in conflict with any federal or State of North Carolina law, then that portion of the policy can be amended to comply with the federal or state law without affecting the validity of the other portions.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:


Angelica K. Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Fair Housing Policy

WHEREAS, Jones County desires that the citizens of the County be afforded the opportunity to attain the national objective of a decent, safe and sound living environment; and

WHEREAS, Jones County deplores discrimination in the provision of housing on the basis of race, religion, color, creed, sex, national origin, young children in a family, or handicapping conditions; and

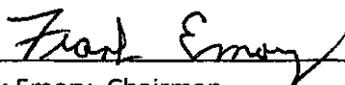
WHEREAS, Jones County desires that every citizen be afforded the opportunity to select a home of his or her choice; and

WHEREAS, Jones County wishes to ensure that programs and activities undertaken by the County relating to housing and urban development be administered in a manner to affirmatively further fair housing as required by Title VIII of the Civil Rights Act of 1968, as amended; 24 CFR 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063; and the North Carolina State Fair Housing Act, NCGS, Chapter 41A;

NOW, THEREFORE, to accomplish the above, the County does adopt the following procedures for receiving and resolving housing discrimination complaints:

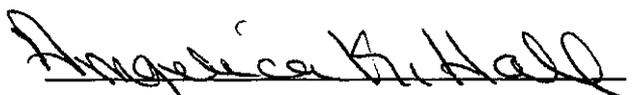
1. Any person or persons wishing to file a complaint of housing discrimination in Jones County may do so by informing the County Manager at (252) 448-7571, or NC Human Relations Commission (919) 733-7996, TDD# (919) 733-7996 (or Relay North Carolina TT# 1-800-735-2962) of the facts and circumstances of the alleged discriminatory act or practice;
2. Upon receiving a housing discrimination complaint, the County Manager shall inform the North Carolina Human Relations Commission about the complaint within ten (10) calendar days. The County shall then assist the Commission and the complainant in filing an official written housing discrimination complaint with the Commission, pursuant to the State Fair Housing Act and Title VIII.
3. Jones County shall offer assistance to the Commission in the investigation and conciliation of all housing discrimination complaints which are based upon events occurring in the County.
4. The County Manager shall publicize within the County that he is the local official to contact with housing discrimination complaints.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica K Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM

Excessive Force Policy

February 3, 2020 – February 2, 2023

Jones County hereby adopts an Excessive Force Policy that is in accordance with the applicable State of North Carolina and Federal Regulations, i.e., Section 519 of Public Law 101-144, (1990 HUD Appropriations Act) requiring units of government receiving CDBG funds to adopt and enforce Excessive Force Provision. The County, as the recipient of Federal and/or State CDBG-NR Grant Funds, acknowledges its responsibility to and will adhere to the aforesaid NC State and Federal Excessive Force Regulations.

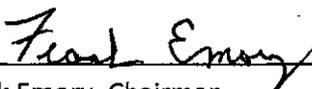
The use of excessive force is any degree of physical action beyond mere restraint. The use of physical force shall be restricted to the amount of force which is reasonable and apparently necessary to effect a lawful arrest or in defense of self or others.

Striking or any form of restraint in which injury occurs shall be considered use of force. Additionally, the pointing of any firearm directly at any person shall be deemed use of force.

Mere restraint is defined as physically overpowering without striking or using weapons. Scuffling, holding, tackling, etc., may or may not be mere restraint, depending upon the circumstances. Whenever doubt exists as to whether the level of restraint used constitutes use of force, the immediate supervisor will be notified of the incident and will make a determination.

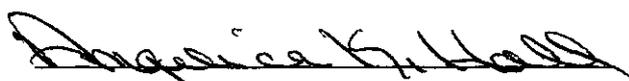
More particularly, the County adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any and all individuals engaged in non-violent civil rights demonstrations, and is adopting and will enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within Jones County.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:


Angelica K Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Procurement Standards

Policy

Jones County will comply with the terms and conditions of Federal and/or State funding that is awarded and accepted, including but not limited to, the terms and conditions of Grant Contract, Title 2 CFR Part 200, and HUD implementing regulations contained in 24 CFR Section 570.489(g) which are incorporated by reference and included herein to the extent of its applicability. The County, as the recipient of Federal and/or State CDBG-NR funds, acknowledges its responsibility to and will adhere to the aforesaid North Carolina State and Federal Procurement Policies.

Jones County will, to the extent applicable, follow methods of procurement, procure by contracting with small, minority firms, women's business enterprises, and labor surplus area firms. Additionally, the County will demonstrate contract cost and price awareness, and adhere to awarding agency review provisions (Title 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards).

Plan

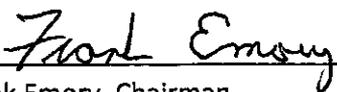
All procurement of goods and services by the County with CDBG-NR grant funds shall be accomplished in accordance with the regulations of **Procurement Standards**. Where applicable, Recipient shall follow the procurement standards established in the "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards" (2 CFR Part 200) and HUD implementing regulations contained in 24 CFR Section 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per 24 CFR 570.489 (g) and 24 CFR 135.38, or the North Carolina General Statutes applying to procurement in general by the North Carolina municipalities and counties.

When the Federal and State regulations are different, the more restrictive regulations shall apply to the procurement in question. Additionally, the County will adhere to the following guidelines during procurement of goods and services with Federal funds:

- In all cases where goods or services are procured on the basis of one bid or proposal received, the County will follow established principles included in OMB Circular A 87 to verify the reasonable cost of the procurement, and shall contact the State agency supervising the grant program before making any contract award on the basis of non-competitive negotiation.
- Underutilized businesses, including women-owned, and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the County, and such firm(s) shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.

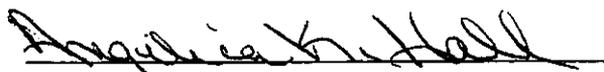
- The County shall develop a written scope of work for each service to be awarded on the basis of *competitive negotiation*, which shall include descriptions of tasks to be completed, project timetables, and outline of fee proposal requirements. The statement of work shall also include a written selection procedure. All *competitive negotiations* shall be awarded strictly on the basis of written selection procedures, and cost shall not be the sole nor more important factor in selection of services through the use of *competitive negotiations*.
- Prior to any contract award, the County shall verify the contractor's eligibility to participate in a federally-assisted program.
- No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has an indirect or direct interest. The County shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- The County shall request references, or check references, of contractors or firms who are awarded contracts with Federal grant funds, and will request a written warranty for all goods and services provided through small purchase requests.
- The County shall not award any contract for federally-assisted projects on a contingency or cost plus percentage of cost basis.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica K Hall, Clerk to the Board

JONES COUNTY CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Equal Opportunity Plan

A. Equal Housing Opportunity Plan

Civil Rights Act of 1964

The Civil Rights Act of 1964 prohibits all racial discrimination in the sale or rental of property.

The Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States, making illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Executive Order 12892, Equal Opportunity in Housing

Executive Order 12892, as amended (Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing), provides that programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) shall be administered in a manner to further affirmatively the purposes of the Act and shall cooperate with the Secretary of Housing and Urban Development, who shall be responsible for exercising leadership in furthering the design and delivery of Federal programs and activities.

Jones County shall eliminate housing discrimination, and achieve diverse, inclusive communities by leading the County in the enforcement, administration, and public understanding of federal fair housing policies and laws.

The County shall include the Equal Housing Opportunity logo and/or the phrase affirming Equal Opportunity in Housing on all the CDBG-NR documents intended to be shared with the public.

The County shall post in public buildings and the CDBG-NR project area the Equal Housing Opportunity posters and/or additional information the local government has prepared to inform the community with the Equal Housing Opportunity policies and laws.

B. Equal Employment Opportunity Plan

Jones County maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment.

In furtherance of this policy, the County prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The County shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the County Manager to assist in the implementation of this policy statement.

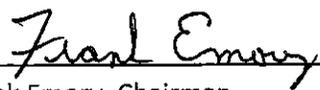
The County is committed to this policy and is aware that with its implementation, the County will receive positive benefits through the greater utilization and development of all its human resources.

The County shall include the Equal Employment Opportunity logo and/or the phrase affirming Equal Employment Opportunity on all the CDBG-NR documents intended to be shared with the staff and the public.

The County shall obtain commitment from contractors that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment. Contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

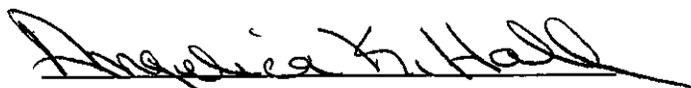
The County shall obtain commitment from Contractors that will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica K Hall, Clerk to the Board

Providing Meaningful Communication with Persons with Limited English Proficiency

County of Jones, North Carolina
Effective February 17, 2020 to February 16, 2023

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

POLICY:

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the **Jones County** will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

DEFINITIONS:

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

Title VI Compliance Officer: The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The **County of Jones** will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or "I speak cards," <http://www.lep.gov/resources/ISpeakCards2004.pdf>) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTEPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

Franky Howard
County Manager
418 Highway 58 N
Trenton, NC 28585
fhoward@jonescountync.gov
(252) 448-7571

Check all methods that will be used:

Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*):

Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;

Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

Jones County has a Language Service Agreement with Fluent Language Solutions, Inc.

Have/has agreed to provide qualified interpreter services. The agency's (or agencies') telephone number(s) is/are

Fluent Language Solutions, Inc.
(704) 532-7446.

Standard services are provided Monday – Friday from 8:00 am to 5:00 pm.

Other (*describe*):

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS

- i. The **County of Jones** will set benchmarks for translation of vital documents into additional languages. *(please ensure to keep records of those documents that apply to your agency)*
- ii. When translation of vital documents is needed, the **County of Jones** will submit documents for translation into frequently-encountered languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

4. PROVIDING NOTICE TO LEP PERSONS

The **County of Jones** will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.** All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

Jones County Government Office Complex

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations

Outreach documents; local newspaper (The Kinston Free Press); webpage notice

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, The **County of Jones** will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, The **County of Jones** will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

I. Compliance Procedures, Reporting and Monitoring

A. Reporting

The agency will complete an annual compliance report and send this report to NC Department of Commerce; Rural Economic Development (REDD) and/or other state agencies as necessary. (Format will be supplied by REDD)

B. Monitoring

The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the REDD upon request.

The agency will cooperate, when requested, with special review by the REDD.

II. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <http://www.nccommerce.com/rd/community-assistance/investment-assistance/forms-resources/compliance-plans-and-templates/limited-english-proficiency>.

The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The agency will notify the appropriate section within REDD of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to REDD. This notice will be provided in the primary language of the individual with Limited English Proficiency.

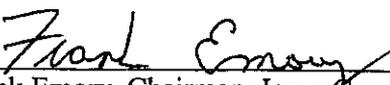
The REDD Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency. If not resolved by REDD, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

SUBMITTED AND ADOPTED BY:



Frank Emory, Chairman, Jones County Board of Commissioners

Date

HUD PORTAL LEP:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq

**JONES COUNTY HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM (HMGP)
EXPEDITED ACQUISITION PROJECT
Resolution Approving Administrative Guidelines and Policies**

WHEREAS, Jones County wishes to carry out its Hurricane Florence Hazard Mitigation Grant Program (HMGP) in accordance with established state and federal administrative guidelines.

NOW, THEREFORE, Jones County Board of Commissioners hereby collectively adopts the following resolutions, guidelines, plans and policies, and resolves that they be utilized during the administration of the Jones County Hurricane Florence Hazard Mitigation Grant Program (HMGP):

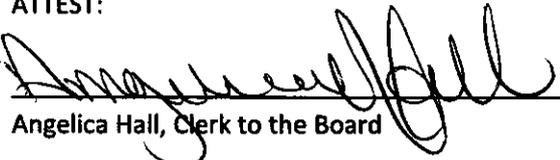
1. Project Budget Ordinance – Acquisition
2. Financial Management Resolution
3. Local Economic Benefit for LMI Persons (Section 3) Plan
4. Procurement Standards Policy/Plan
5. Equal Opportunity Plan

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica Hall, Clerk to the Board

**JONES COUNTY HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM (HMGP)
EXPEDITED ACQUISITION PROJECT
Project Budget Ordinance**

Be it ordained by the Jones County Board of Commissioners, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant program ordinance is hereby adopted:

Section 1. The program authorized is the Jones County Hurricane Florence Hazard Mitigation Grant Program (HMGP) described in the work statement contained in the grant agreement (#4393-0016-R) between Jones County and the North Carolina Division of Emergency Management. This program is more familiarly known as the Jones County Hurricane Florence HMGP Expedited Acquisition project.

Section 2. The Jones County staff is hereby directed to proceed with the grant program within the terms of the grant document(s), the rules and regulations of the North Carolina Division of Emergency Management, and the budget contained herein.

Section 3. The following revenues and resources are anticipated to be available to complete the program activities:

Jones County Hurricane Florence Hazard Mitigation Grant Program (HMGP)

Federal	\$4,619,628.75
State	<u>\$1,539,876.25</u>
Total	\$6,159,505.00

Section 4. The following amounts are appropriated for the program activities:

Jones County Hurricane Florence Hazard Mitigation Grant Program (HMGP)

Program Budget	\$6,159,505.00
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Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Division of Emergency Management required by the grant agreement(s) and federal and state regulations.

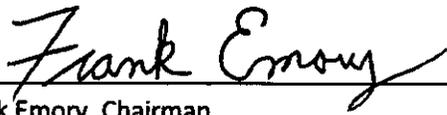
Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Division of Emergency Management in an orderly and timely manner.

Section 7. The Grant Finance Officer is directed to report quarterly on the financial status of each program element in Section 4 and on the total grant revenues received or claimed.

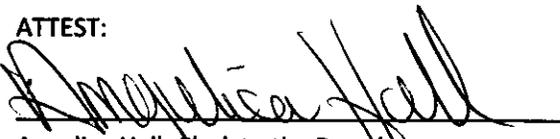
Section 8. The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant program in every budget submission made to this Board.

Section 9. Copies of this grant program ordinance shall be made available to the Grant Finance Officer for direction in carrying out this program.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:


Angelica Hall, Clerk to the Board

**JONES COUNTY HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM (HMGP)
EXPEDITED ACQUISITION PROJECT
Financial Management Resolution**

WHEREAS, Jones County has received a Hurricane Florence Hazard Mitigation Grant Program grant in the amount of \$6,159,505.00;

WHEREAS, the North Carolina Administrative Code regulations require that Jones County designate a Grant Finance Officer and a depository for Hurricane Florence HMGP funds;

NOW, THEREFORE, Jones County hereby resolves the following:

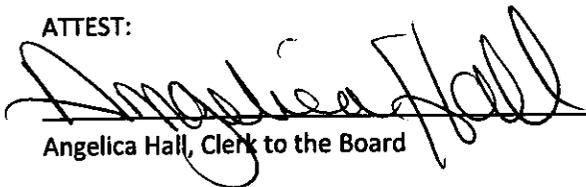
- (1) Brenda Reece, Finance Officer, will serve as Grant Finance Officer, and will be responsible for financial management of the program according to the requirements of the North Carolina Administrative Code and North Carolina General Statute requirements.
- (2) BB&T in Trenton, NC, is hereby designated as the official depository for revenues budgeted for the Hurricane Florence HMGP program.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:



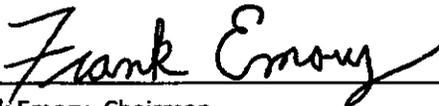
Angelica Hall, Clerk to the Board

**JONES COUNTY HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM (HMGP)
EXPEDITED ACQUISITION PROJECT
Local Economic Benefit for Low and Very Low Income Persons Plan**

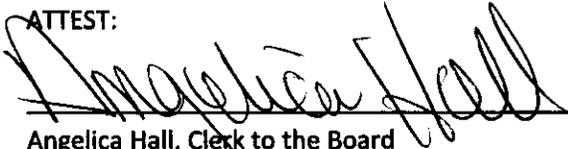
To ensure that to the greatest extent possible contracts for work are awarded to business concerns located in or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, Jones County (hereinafter called "the County") has developed and hereby adopts the following Section 3 Plan:

1. This Section 3 Plan shall apply to services needed in connection with the Jones County Hurricane Florence Hazard Mitigation Grant Program (HMGP) including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance & repair, etc.
2. The Section 3 project area for the purpose of the HMGP Programs shall include all of Jones County.
3. When in need of a service, the County will identify suppliers, contractors, or subcontractors located in the Section 3 area. Resources for this identification shall include the North Carolina Historically Underutilized Business Office (HUB), local directories, and the Small Business Administration local offices. Word of mouth recommendations shall also be used as a source. Where deemed necessary, listings from any agency noted above shall be distributed to prime contractors as potential sources of subcontractors and suppliers.
4. The County will include required Section 3 clauses in all contracts executed under the Hurricane Florence HMGP Program. Where deemed necessary, listings from any agency noted in Item 3, above, shall be included as well as sources of subcontracts and suppliers.
5. Each contractor shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.
6. All jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; all contracts will be listed with the North Carolina Historically Underutilized Business (HUB) office; potential employees and businesses may seek development and training assistance through various state and local agencies.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:


Angelica Hall, Clerk to the Board

JONES COUNTY HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM (HMGP)
EXPEDITED ACQUISITION PROJECT
Procurement Standards Policy/Plan

Policy

Jones County will comply with the terms and conditions of Federal and/or State funding that is awarded and accepted, including but not limited to, the terms and conditions of the Grant Contract, Title 2 CFR Part 200, and HUD implementing regulations contained in 24 CFR Section 570.489(g) which are incorporated by reference and included herein to the extent of its applicability. The County, as the recipient of Federal and/or State CDBG funds as well as Hazard Mitigation Grant Program funds, acknowledges its responsibility to and will adhere to the aforesaid North Carolina State and Federal Procurement Policies.

Jones County will, to the extent applicable, follow methods of procurement, procure by contracting with small/minority firms, women's business enterprises, and labor surplus area firms. Additionally, the County will demonstrate contract cost and price awareness, and adhere to awarding agency review provisions (Title 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards).

Plan

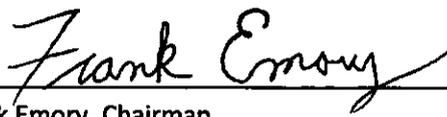
All procurement of goods and services by the County with HMGP funds shall be accomplished in accordance with the regulations of **Procurement Standards**, where applicable, Recipient shall follow the procurement standards established in the "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards" (2 CFR Part 200) and HUD implementing regulations contained in 24 CFR Section 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per 24 CFR 570.489 (g) and 24 CFR 135.38, or the North Carolina General Statutes applying to procurement in general by the North Carolina municipalities and counties.

When the Federal and State regulations are different, the more restrictive regulations shall apply to the procurement in question. Additionally, the County will adhere to the following guidelines during procurement of goods and services with Federal funds:

- In all cases where goods or services are procured on the basis of one bid or proposal received, the County will follow established principles included in OMB Circular A 87 to verify the reasonable cost of the procurement, and shall contact the State agency supervising the grant program before making any contract award on the basis of non-competitive negotiation.
- Underutilized businesses, including women-owned, and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the County, and such firm(s) shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for good and services.

- The County shall develop a written scope of work for each service to be awarded on the basis of *competitive negotiation*, which shall include descriptions of tasks to be completed, project timetables, and outline of fee proposal requirements. The statement of work shall also include a written selection procedure. All *competitive negotiations* shall be awarded strictly on the basis of written selections procedures, and cost shall not be the sole or more important factor in selection of services through the use of *competitive negotiations*.
- Prior to any contract award, the County shall verify the contractor's eligibility to participate in a federally-assisted program.
- No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has an indirect or direct interest. The County shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- The County shall request references, or check references, of contractors or firms who are awarded contracts with Federal grant funds, and will request a written warranty for all goods and services provided through small purchases requests.
- The County shall not award any contract for federally-assisted projects on a contingency or cost plus percentage of cost basis.
- The Jones County Board of Commissioners realizes the importance of prompt action in the interest of maintaining satisfactory project progress. Therefore, the Jones County Manager is hereby authorized to approve and execute all professional services procurement, demolition contracts, change orders (if applicable), and all paperwork associated with the acquisition process following approval of just compensation by the Board of Commissioners.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:


Angelica Hall, Clerk to the Board

**JONES COUNTY HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM (HMGP)
EXPEDITED ACQUISITION PROJECT
Equal Opportunity Plan**

A. Equal Housing Opportunity Plan

Civil Rights Act of 1964

The Civil Rights Act of 1964 prohibits all racial discrimination in the sale or rental of property.

The Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States, making illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Executive Order 12892, Equal Opportunity in Housing

Executive Order 12892, as amended (Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing), provides that programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) shall be administered in a manner to further affirmatively the purposes of the Act and shall cooperate with the Secretary of Housing and Urban Development, who shall be responsible for exercising leadership in furthering the design and delivery of Federal programs and activities.

Jones County shall eliminate housing discrimination, and achieve diverse, inclusive communities by leading the County in the enforcement, administration, and public understanding of federal fair housing policies and laws.

The County shall include the Equal Housing Opportunity logo and/or the phrase affirming Equal Opportunity in Housing on all the Hazard Mitigation Grant Program documents intended to be shared with the public.

The County shall post in public buildings and in the HMGP project areas the Equal Housing Opportunity posters and/or additional information the local government has prepared to inform the community with the Equal Housing Opportunity policies and laws.

B. *Equal Employment Opportunity Plan*

Jones County maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment.

In furtherance of this policy, the County prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The County shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the County Manager to assist in the implementation of this policy statement.

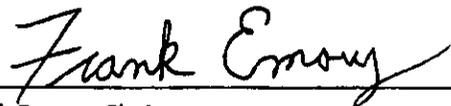
The County is committed to this policy and is aware that with its implementation, the County will receive positive benefits through the greater utilization and development of all its human resources.

The County shall include the Equal Employment Opportunity logo and/or the phrase affirming Equal Employment Opportunity on all the HMGP documents intended to be shared with the staff and the public.

The County shall obtain commitment from contractors that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment. Contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

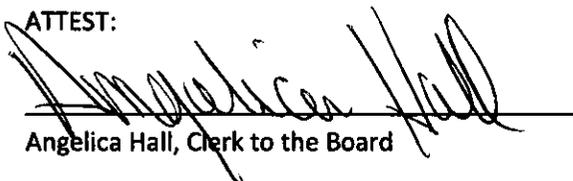
The County shall obtain commitment from Contractors that will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment.

Adopted this 17th day of February 2020.



Frank Emory, Chairman
Jones County Board of Commissioners

ATTEST:


Angelica Hall, Clerk to the Board

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization): Jones County	Disaster Number: DR 4393
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): North Carolina Department of Crime Control and Public Safety	
Applicant's Fiscal Year (FY) Start	Month: July Day: 1
Applicant's Federal Employer's Identification Number: 56-6000312	
Applicant's Federal Information Processing Standards (FIPS) Number:	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Franky J. Howard	Agent's Name Brenda Reece
Organization Jones County	Organization Jones County
Official Position County Manager	Official Position Finance Officer
Mailing Address 418 Hwy 58 N, Unit A	Mailing Address 418 Hwy 58 N, Unit A
City, State, Zip Trenton, NC 28585	City, State, Zip Trenton, NC 28585
Daytime Telephone (252) 448-7571	Daytime Telephone (252) 448-5111
Facsimile Number (252) 448-1072	Facsimile Number (252) 448-1072
Pager or Cellular Number	Pager or Cellular Number

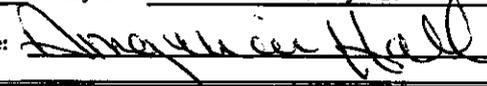
BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.

PASSED AND APPROVED this 17th day of February 2020

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Frank Emory, Chairman	Name Angelica K. Hall
Name and Title Charles Dunn, Jr., Vice Chairman	Official Position Clerk to the Board
Name and Title W. Michael Haddock, Commissioner	Daytime Telephone (252) 448-7571

CERTIFICATION

I, Angelica K. Hall (Name) duly appointed and Clerk to the Board (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Jones County (Organization) on the 17th day of February 2020

Date: 2-19-2020 Signature: 

Budget Amendment

Date: 2/17/2020

Fund: General Fund

Fiscal Year: 2019-2020 Amendment #18

Increase Revenue

LIEAP	Low Income Energy Assistance	11-0212-4586-16	4,761.00
Total Increase in Revenue			4,761.00

Increase Expenditures

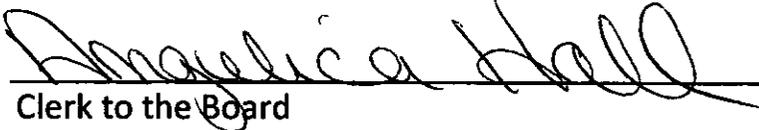
LIEAP	LIEAP Payments	11-5481-5298-10	4,761.00
Total Increase in Expenditures			4,761.00



Chairman



County Manager



Clerk to the Board



Finance Officer

Budget Amendment

Date: 2/17/2020

Fund: Fund 28 - CDBG

Fiscal Year: 2019-2020 Amendment #19

Increase Revenue

CDBG Fund	CDBG - NR	28-0213-4493-22	750,000.00
Total Increase in Revenue			750,000.00

Increase Expenditures

CDBG - NR	Rehabilitation	28-8174-5912-04	675,000.00
CDBG - NR	Planning	28-8174-5912-21	3,500.00
CDBG - NR	Administration	28-8174-5912-05	71,500.00
Total Increase in Expenditures			750,000.00

Frank Emory

Chairman

L. J. Hall

County Manager

Angela Hall

Clerk to the Board

Brenda C. Reece

Finance Officer

Budget Amendment

Date: 2/17/2020
 Fund: General Fund
 Fiscal Year: 2019-2020 Amendment #20

Increase Revenue

License, Permits & Fees	Building Permits	11-0300-4343-00	6,500.00
License, Permits & Fees	Building Permits	11-0300-4343-02	1,000.00
License, Permits & Fees	Building Permits	11-0300-4343-03	800.00
License, Permits & Fees	Electrical Fees	11-0300-4345-00	3,500.00
Other Revenues	Insurance	11-0600-4839-06	18,136.67
Other Revenues	Sale of Fixed Assets	11-0600-4835-00	30,256.49
Restricted Other	Recreation Allocation	11-0213-4919-00	15,000.00
Other Revenues	Insurance (Dorian)	11-0600-4839-06	13,387.42
Restricted Other	FEMA - Dorian	11-0213-4433-13	24,097.96
Restricted Other	FEMA - Florence	11-0213-4433-02	18,900.00
Total Increase in Revenue			131,578.54

Increase Expenditures

Sheriff	Capital Vehicles	11-4310-5540-00	29,896.49
Sheriff	Vehicle Maintenance	11-4310-5252-00	7,067.05
Jail	Capital - Over \$5000	11-4320-5500-05	20,875.00
Jail	Inmate Housing (Florence)	11-4320-5299-28	18,900.00
Recreation	Capital Under \$5000	11-6120-5500-00	1,150.00
Recreation	Cell Phone	11-6120-5322-00	150.00
Recreation	Salaries	11-6120-5121-00	13,050.00
Recreation	Retirement	11-6120-5182-00	650.00
Building Inspections	Mileage	11-4330-5311-00	3,800.00
Building Inspections	Bank Fees	11-4330-5299-09	650.00
Building Inspections	Registration	11-4330-5493-00	400.00
Building Inspections	Salaries - Part time	11-4330-5126-00	6,000.00
Building Inspections	FICA	11-4330-5181-00	120.00
Building Inspections	Bulk Fuel	11-4330-5251-01	830.00
Non-Departmental	Hurricane Dorian Expenses	11-6600-5299-44	28,040.00
Total Increase in Expenditures			131,578.54

Frank Emory

 Chairman

[Signature]

 County Manager

[Signature]

 Clerk to the Board

[Signature]

 Finance Officer

Budget Amendment

Date: 2/17/2020

Fund: General Fund

Fiscal Year: 2019-2020 Amendment #21

Decrease Expenditure

Environmental Health	Contract - Services	11-5180-5440-13	500.00
Economic Development	Professional - Consultant	11-4920-5199-01	9,500.00
Total Decrease			10,000.00

Increase Expenditures

Food & Lodging	Contract - Services	11-5181-5440-13	500.00
Governing Body	Contract - Services	11-4110-5440-13	9,500.00
Total Increase			10,000.00

Frank Emory

Chairman

JJ HA

County Manager

Angie Hall

Clerk to the Board

Brenda Creech

Finance Officer

Budget Amendment

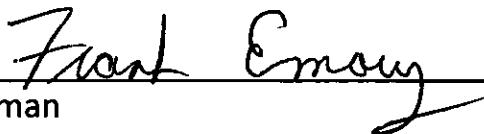
Date: 2/17/2020
Fund: General Fund
Fiscal Year: 2019-2020 Amendment #23

Increase Revenues

Restricted Revenue	GoldenLeaf Funds	11-0213-4519-22	279,000.00
Total Increase			279,000.00

Increase Expenditures

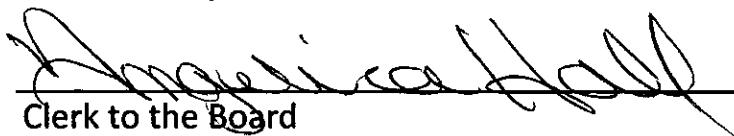
Emergency Management	Capital over \$5000	11-4371-5500-05	10,000.00
Sheriff	Capital Vehicles	11-4310-5540-00	45,000.00
Tax	Capital Vehicles	11-4140-5540-00	25,000.00
Landfill	Capital Over \$5000	11-4720-5500-05	199,000.00
Total Increase			279,000.00



Chairman



County Manager



Clerk to the Board



Finance Officer

Nursing Home Community Advisory Committee Handbook

ANNUAL REPORT

FOR ADULT CARE AND NURSING HOME COMMUNITY ADVISORY COMMITTEES

COUNTY JonesREPORTING YEAR 2019COMMITTEE Adult Care/Nursing Home
RiggsCHAIRPERSON Sondra Ipock1. Were all the homes in the county served by the committee? Yes

If not, why? _____

2. Describe educational efforts by the committee. Every three months training is done in the homes with each input by the guidelines of Colby Smith, Regional Ombudsman. Committee members trained each other and read materials, newspaper, books, T.V., etc.

3. Describe community involvement by the committee. Some residents are given things they need. Contract legislators and political leaders for most staff at facilities and increase in pay. Personal contract with resident's family. Some committee are singing for resident's family visiting groups, and playing the piano.

4. Describe problems encountered by the committee. Need more nurses and staff. Be certain to ensure the confidentiality of all residents you interviewed if requested to do so.

5. Was the committee involved in grievance resolution during the year? Yes.
The building looks great since the hurricanes. The grounds are not flooding
and the pavement has been refinished with no holes in the parking lots.

6. Summarize the strengths and weakness of the facilities in the county.
More help needed with staff and more nurses needed on each wing. The
doctor should visit more often and residents should have more than three
baths a week.

7. Other Comments: A nurse should not have over 15 residents per shift.

THE REGIONAL OMBUDSMAN WILL DISTRIBUTE THIS REPORT TO THE
COUNTY COMMISSIONERS, THE COUNTY DEPARTMENT OF SOCIAL SERVICES,
AND THE DIVISION OF AGING AND ADULT SERVICES.

Prepared by: Sondra Spack Rieger Date prepared: January 20, 2020