**Beaufort County Board of Commissioners**
**Agenda for Monday, January 4, 2021**
**Financial Services Building**
**136 W 2nd Street, Washington, NC 27889**

**A) Call to Order** – Chairman Waters 5:30 PM

**B) Invocation and Pledge**

**C) Conflict of Interest Disclosure Statement**

**D) Approval of Agenda** – Chairman Waters 5:35 PM

**E) Public Comments**

**F) Legislative Updates for Elected Officials**

**G) Item for Discussion - NCDOT**

1. NCDOT Safety Project Updates – Preston Hunter and Jeff Cabaniss

**H) Items for Consent**

1. Budget Amendment, DSS – Kelly Smith, Operations Program Administrator
2. Budget Amendment, Health Dept – James Madson, Health Director
3. Health Dept Fee Request – James Madson, Health Director
4. Surplus, Health Dept – James Madson, Health Director
5. Surplus, Register of Deeds – Jennifer Whitehurst, Register of Deeds
6. Advertise Delinquent Real Property Tax – Wyn Kinion, Tax Collector
7. Tax Collector Refunds Over $100 – Wyn Kinion, Tax Collector
8. Tax Assessor Refunds – Lloyd Salter, Tax Assessor
9. Fireman Relief Fund Board Appointment – Katie Mosher, Clerk to the Board
10. Minutes Approval – Katie Mosher, Clerk to the Board

**I) Item for Discussion – Health Department**

1. Covid-19 Update, James Madson, Health Director

**J) Items for Decision – Register of Deeds**

1. Advertise and Fill One Position – Jennifer Whitehurst, Register of Deeds

**K) Item for Decision – Tax Assessors Office**

1. Settlement of Property Tax Case – Lloyd Salter, Tax Assessor
2. Permission to Advertise and Fill Position – Lloyd Salter, Tax Assessor

**L) Items for Decision – Emergency Management**

1. Blount's Creek FD Firetruck Lease – Carnie Hedgepeth, Emergency Management
2. Budget Amendment, Emergency Services – Carnie Hedgepeth, Emergency Management

**M) Items for Decision – Economic Development**

1. Performance Grant to the EDPNC Project River Breeze – Martyn Johnson, Economic Development Director
2. OneNC Grant for Project River Breeze – Martyn Johnson, Economic Development Director

**N) Item for Discussion**

1. Finance Report – Anita Radcliffe, Chief Finance Officer
2. Pay Plan Implementation – Anita Radcliffe, Chief Finance Officer

**O) Item for Discussion – Commissioner Frankie Waters**

1. Sheriff Coleman Letter – Chairman Waters

**P) Items for Discussion and Decision – Commissioner Hood Richardson**

1. Brenda Hamilton Investigation Update – Commissioner Richardson
2. Jail Door Repair Report – Commissioner Richardson
3. Jail Population Discussion – Commissioner Richardson
4. Beaufort County School System Budget Discussion – Commissioner Richardson
5. Lockdown and Public Policy – Commissioner Richardson
6. Resolution on County Borrowing – Commissioner Richardson

**Q) Item for Decision – Commissioner Randy Walker**

1. Live Streaming Meetings – Commissioner Walker

**R) Items for Decision – Commissioner Stan Deatherage**

1. Resolution in Support of Concealed Carry for Beaufort County Employees in Many of Beaufort County Government's Buildings – Commissioner Deatherage
2. Resolution in Support of the General Assembly Initiating a Referendum for a NC Constitutional Amendment Allowing Self Recall by a Simple Majority Vote – Commissioner Deatherage

**S) Closed Session – David Francisco**

1. Closed Session – David Francisco, County Attorney

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Conflict of Interest

**Presenter:** Katie Mosher, Clerk to the Board

**Agenda Title:** Conflict of Interest Disclosure Statement

**Summary of Information:** The Beaufort County Code of Ethics states that "the stability and proper operation of democratic representative government depends upon the continuing consent of the governed, upon the public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people." It further states that Commissioners should obey the law; should uphold the integrity and independence of their office; should avoid impropriety and the appearance of impropriety in all their activities; and should perform the duties of their office diligently.

In recognition of these goals and in keeping with the ethical standards of conduct for public officials, disclosure of interest in legislative action must be stated for the public record. Commissioners who have an interest in any official act or action before the Commission shall publicly disclose on the record the nature and extent of such interest and shall withdraw from any consideration of the matter if excused by the Commissioner pursuant to G.S. 153A-44.

**Is there any Commissioner who wishes to make a disclosure regarding any mater that is before the Board?**

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Public Comments

**Presenter:**

**Agenda Title:** Public Comments

**Summary of Information:**

| **Name** | **Contact Information** |
| --- | --- |
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**Submitter Recommendations/Motions:** No motion necessary. Discussion only.

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Discussion

**Presenter:** Katie Mosher, Clerk to the Board

**Agenda Title:** Legislative Updates for Elected Officials

**Summary of Information:** During the May 4, 2020 Board of Commissioners meeting, in a vote of 6 to 1, The Beaufort County Board of Commissioners approved allowing County Representatives 15 minutes to speak and receive questions during regular Board meetings each month.

**Submitter Recommendations/Motions:** N/A

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Discussion

**Presenter:** Mr. Preston Hunter and Mr. Jeff Cabaniss

**Agenda Title:** NCDOT Safety Project Updates

**Summary of Information:** Representatives from the NCDOT will give an update on the safety projects at Douglas Crossroads (roundabout) and the Superstreet development in front of Beaufort County Community College.

**Submitter Recommendations/Motions:** Discussion only.

**Attachments:**

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Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Consent

**Presenter:** Kelly Smith, Operations Program Administrator

**Agenda Title:** Budget Amendment - DSS

**Summary of Information:** On November 25, 2020 and December 23, 2020, DSS received notification that additional funds have been reallocated to Beaufort County for the Duke Progress Energy Assistance Program. These increases in funding are due to reallocations from other counties where funds were not expended. Beaufort County received an additional $421 on November 25th and an additional $466 on December 23rd. At the beginning of the year, DSS budgeted to receive $9,500 for Duke Progress Energy, which is $573 less than what we have been allocated so far. We are requesting that the Social Services budget be amended to reflect an increase in the Duke Progress Energy Assistance Program line 105480.562002 and an increase in the Energy Assistance revenue line 100222.493568. Please see the attached Funding Authorizations.
There are no county dollars included in the increase of these funds.

**Submitter Recommendations/Motions:** Staff recommends approval of budget amendment as presented.

**Attachments:**

**Beaufort County**
**Finance**

# Budget Amendment Request

**Department: Social Services** **Date of Request:** January 4, 2021

**FY Budget:** 2020-2021

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 100222.493568 | Energy Assistance | $573 | |
| 105480.562002 | Duke Progress Energy | $573 | |

**Department Justification:**
On November 25, 2020 and December 23, 2020, DSS received notification that additional funds have been reallocated to Beaufort County for the Duke Progress Energy Assistance Program. These increases in funding are due to reallocations from other counties where funds were not expended. Beaufort County received an additional $421 on November 25th and an additional $466 on December 23rd. At the beginning of the year, DSS budgeted to receive $9,500 for Duke Progress Energy, which is $573 less than what we have been allocated so far. We are requesting that the Social Services budget be amended to reflect an increase in the Duke Progress Energy Assistance Program line 105480.562002 and an increase in the Energy Assistance revenue line 100222.493568. Please see the attached Funding Authorizations.
There are no county dollars included in the increase of these funds.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** _____

**State Position No.** _____

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| **Department Head** | Kelly Smith for Melanie Corpew | 12/29/20 |
| **Finance Officer** | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| **County Manager** | Required for interdepartmental transfers. | |
| **Board of Commissioners** | Agenda Item No. _____ Reference No. _____ | |

14/15

**Kelly Smith**

**From:** dssterminalmessage-bounces@lists.ncmail.net on behalf of dssterminalmessage@lists.ncmail.net
**Sent:** Wednesday, November 25, 2020 1:36 PM
**To:** DHHS.dssterminalmessage
**Subject:** [dssterminalmessage] Additional Funding Authorized for Progress Energy (LM# 2020-220)

CAUTION: This email originated from outside of Beaufort County DSS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**PLEASE DO NOT REPLY TO THIS MESSAGE**

**TO:** County Directors of Social Services
Energy Managers and Supervisors

**FROM:** David Locklear, Deputy Director
Economic and Family Services

**RE:** Additional Funding Authorized for Progress Energy
**(Listserv Message #2020-220)**

Additional funding authorized for Progress Energy has been allocated and loaded into NCFAST. The funding authorizations have been issued.

DL/js

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# FUNDING AUTHORIZATION
# DIVISION OF SOCIAL SERVICES

**FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund**
**EFFECTIVE DATE: 07/01/2020**
**AUTHORIZATION NUMBER: 6**

**ALLOCATION PERIOD**
**FROM JUNE 2020 THRU MAY 2021 SERVICE MONTHS**
**FROM JULY 2020 THRU JUNE 2021 PAYMENT MONTHS**

| | | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|---|---|---|---|---|---|---|---|
| Co. No. | COUNTY | State | Total | State | Total | State | Total |
| 01 | ALAMANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 02 | ALEXANDER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 03 | ALLEGHANY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 04 | ANSON | 5,218.18 | 5,218.18 | 241.84 | 241.84 | 5,460.02 | 5,460.02 |
| 05 | ASHE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 06 | AVERY | 86.72 | 86.72 | 14.00 | 14.00 | 100.72 | 100.72 |
| 07 | BEAUFORT | 9,185.16 | 9,185.16 | 421.98 | 421.98 | 9,607.14 | 9,607.14 |
| 08 | BERTIE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 09 | BLADEN | 6,785.33 | 6,785.33 | 440.00 | 440.00 | 7,225.33 | 7,225.33 |
| 10 | BRUNSWICK | 11,886.37 | 11,886.37 | 1,216.46 | 1,216.46 | 13,102.83 | 13,102.83 |
| 11 | BUNCOMBE | 18,122.04 | 18,122.04 | 2,922.40 | 2,922.40 | 21,044.44 | 21,044.44 |
| 12 | BURKE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13 | CABARRUS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 14 | CALDWELL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 15 | CAMDEN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 16 | CARTERET | 6,906.22 | 6,906.22 | 610.84 | 610.84 | 7,517.06 | 7,517.06 |
| 17 | CASWELL | 5,667.72 | 5,667.72 | 450.00 | 450.00 | 6,117.72 | 6,117.72 |
| 18 | CATAWBA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 19 | CHATHAM | 6,697.77 | 6,697.77 | 1,071.32 | 1,071.32 | 7,769.09 | 7,769.09 |
| 20 | CHEROKEE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 21 | CHOWAN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | CLAY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 23 | CLEVELAND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | COLUMBUS | 9,010.33 | 9,010.33 | 381.48 | 381.48 | 9,391.81 | 9,391.81 |
| 25 | CRAVEN | 4,788.38 | 4,788.38 | 246.00 | 246.00 | 5,034.38 | 5,034.38 |
| 26 | CUMBERLAND | 6,465.00 | 6,465.00 | 771.68 | 771.68 | 7,236.68 | 7,236.68 |
| 27 | CURRITUCK | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 28 | DARE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 29 | DAVIDSON | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 30 | DAVIE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 31 | DUPLIN | 4,343.20 | 4,343.20 | 288.00 | 288.00 | 4,631.20 | 4,631.20 |
| 32 | DURHAM | 2,716.79 | 2,716.79 | 82.00 | 82.00 | 2,798.79 | 2,798.79 |
| 33 | EDGECOMBE | 5,071.11 | 5,071.11 | 320.00 | 320.00 | 5,391.11 | 5,391.11 |
| 34 | FORSYTH | 63.36 | 63.36 | 0.00 | 0.00 | 63.36 | 63.36 |
| 35 | FRANKLIN | 5,621.62 | 5,621.62 | 462.00 | 462.00 | 6,083.62 | 6,083.62 |
| 36 | GASTON | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 37 | GATES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 38 | GRAHAM | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 39 | GRANVILLE | 4,810.80 | 4,810.80 | 497.40 | 497.40 | 5,308.20 | 5,308.20 |
| 40 | GREENE | 2,894.00 | 2,894.00 | 182.00 | 182.00 | 3,076.00 | 3,076.00 |
| 41 | GUILFORD | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 42 | HALIFAX | 3,053.00 | 3,053.00 | 226.00 | 226.00 | 3,279.00 | 3,279.00 |
| 43 | HARNETT | 4,635.12 | 4,635.12 | 305.32 | 305.32 | 4,940.44 | 4,940.44 |
| 44 | HAYWOOD | 4,429.59 | 4,429.59 | 568.76 | 568.76 | 4,998.35 | 4,998.35 |
| 45 | HENDERSON | 4,239.66 | 4,239.66 | 280.00 | 280.00 | 4,519.66 | 4,519.66 |
| 46 | HERTFORD | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 47 | HOKE | 3,116.86 | 3,116.86 | 224.00 | 224.00 | 3,340.86 | 3,340.86 |

**FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund**

| | | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|---|---|---|---|---|---|---|---|
| | COUNTY | State | Total | State | Total | State | Total |
| 48 | HYDE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 49 | IREDELL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 50 | JACKSON | 1,871.00 | 1,871.00 | 40.00 | 40.00 | 1,911.00 | 1,911.00 |
| 51 | JOHNSTON | 9,029.24 | 9,029.24 | 969.60 | 969.60 | 9,998.84 | 9,998.84 |
| 52 | JONES | 3,951.87 | 3,951.87 | 198.00 | 198.00 | 4,149.87 | 4,149.87 |
| 53 | LEE | 2,026.00 | 2,026.00 | 344.00 | 344.00 | 2,370.00 | 2,370.00 |
| 54 | LENOIR | 4,651.35 | 4,651.35 | 240.00 | 240.00 | 4,891.35 | 4,891.35 |
| 55 | LINCOLN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 56 | MACON | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 57 | MADISON | 14,178.17 | 14,178.17 | 162.00 | 162.00 | 14,340.17 | 14,340.17 |
| 58 | MARTIN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 59 | MCDOWELL | 243.00 | 243.00 | 0.00 | 0.00 | 243.00 | 243.00 |
| 60 | MECKLENBURG | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 61 | MITCHELL | 4,152.71 | 4,152.71 | 244.72 | 244.72 | 4,397.43 | 4,397.43 |
| 62 | MONTGOMERY | 3,807.06 | 3,807.06 | 254.52 | 254.52 | 4,061.58 | 4,061.58 |
| 63 | MOORE | 11,801.97 | 11,801.97 | 1,393.70 | 1,393.70 | 13,195.67 | 13,195.67 |
| 64 | NASH | 2,860.00 | 2,860.00 | 304.00 | 304.00 | 3,164.00 | 3,164.00 |
| 65 | NEW HANOVER | 19,760.81 | 19,760.81 | 2,115.46 | 2,115.46 | 21,876.27 | 21,876.27 |
| 66 | NORTHAMPTON | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 67 | ONSLOW | 8,575.41 | 8,575.41 | 575.92 | 575.92 | 9,151.33 | 9,151.33 |
| 68 | ORANGE | 140.00 | 140.00 | 0.00 | 0.00 | 140.00 | 140.00 |
| 69 | PAMLICO | 5,194.03 | 5,194.03 | 304.00 | 304.00 | 5,498.03 | 5,498.03 |
| 70 | PASQUOTANK | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 71 | PENDER | 4,073.68 | 4,073.68 | 264.00 | 264.00 | 4,337.68 | 4,337.68 |
| 72 | PERQUIMANS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 73 | PERSON | 10,646.42 | 10,646.42 | 866.28 | 866.28 | 11,512.70 | 11,512.70 |
| 74 | PITT | 2,721.00 | 2,721.00 | 156.00 | 156.00 | 2,877.00 | 2,877.00 |
| 75 | POLK | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 76 | RANDOLPH | 3,259.22 | 3,259.22 | 434.68 | 434.68 | 3,693.90 | 3,693.90 |
| 77 | RICHMOND | 4,895.78 | 4,895.78 | 430.12 | 430.12 | 5,325.90 | 5,325.90 |
| 78 | ROBESON | 5,457.07 | 5,457.07 | 358.80 | 358.80 | 5,815.87 | 5,815.87 |
| 79 | ROCKINGHAM | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 80 | ROWAN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 81 | RUTHERFORD | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 82 | SAMPSON | 4,043.36 | 4,043.36 | 308.00 | 308.00 | 4,351.36 | 4,351.36 |
| 83 | SCOTLAND | 3,815.00 | 3,815.00 | 236.00 | 236.00 | 4,051.00 | 4,051.00 |
| 84 | STANLY | 3,978.25 | 3,978.25 | 2.00 | 2.00 | 3,980.25 | 3,980.25 |
| 85 | STOKES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 86 | SURRY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 87 | SWAIN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 88 | TRANSYLVANIA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 89 | TYRRELL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 90 | UNION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 91 | VANCE | 2,705.54 | 2,705.54 | 232.08 | 232.08 | 2,937.62 | 2,937.62 |
| 92 | WAKE | 84,286.07 | 84,286.07 | 11,142.02 | 11,142.02 | 95,428.09 | 95,428.09 |
| 93 | WARREN | 5,958.14 | 5,958.14 | 459.32 | 459.32 | 6,417.46 | 6,417.46 |
| 94 | WASHINGTON | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 95 | WATAUGA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 96 | WAYNE | 6,134.05 | 6,134.05 | 798.00 | 798.00 | 6,932.05 | 6,932.05 |
| 97 | WILKES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 98 | WILSON | 6,577.68 | 6,577.68 | 191.00 | 191.00 | 6,768.68 | 6,768.68 |
| 99 | YADKIN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100 | YANCEY | 1,481.00 | 1,481.00 | 0.00 | 0.00 | 1,481.00 | 1,481.00 |
| 150 | Jackson Indian | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 187 | Swain Indian | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total | 378,089.21 | 378,089.21 | 35,247.70 | 35,247.70 | 413,336.91 | 413,336.91 |

FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund

FUNDING SOURCE: Progress Energy

GRANT INFORMATION:
This funding authorization represents 100% state funds.

XS411 Heading: Energy Neighbor
Tracked on XS411: State Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE

DATE:

November 20, 2020

**Kelly Smith**

**From:** dssterminalmessage-bounces@lists.ncmail.net on behalf of dssterminalmessage@lists.ncmail.net
**Sent:** Wednesday, December 23, 2020 10:29 AM
**To:** DHHS.dssterminalmessage
**Subject:** [dssterminalmessage] Additional Funding Authorized for Progress Energy (LM# 2020-240)

CAUTION: This email originated from outside of Beaufort County DSS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**PLEASE DO NOT REPLY TO THIS MESSAGE**

**TO:** County Directors of Social Services
Energy Managers and Supervisors

**FROM:** David Locklear, Deputy Director
Economic and Family Services

**RE:** Additional Funding Authorized for Progress Energy
**(Listserv Message #2020-240)**

Additional funding authorized for Progress Energy has been allocated and loaded into NCFAST. The funding authorizations have been issued.

DL/js

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**FUNDING AUTHORIZATION**
**DIVISION OF SOCIAL SERVICES**
**FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund**
**EFFECTIVE DATE: 07/01/2020**
**AUTHORIZATION NUMBER: 7**

**ALLOCATION PERIOD**
**FROM JUNE 2020 THRU MAY 2021 SERVICE MONTHS**
**FROM JULY 2020 THRU JUNE 2021 PAYMENT MONTHS**

| | | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|---|---|---|---|---|---|---|---|
| Co. No. | COUNTY | State | Total | State | Total | State | Total |
| 01 | ALAMANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 02 | ALEXANDER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 03 | ALLEGHANY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 04 | ANSON | 5,460.02 | 5,460.02 | 231.84 | 231.84 | 5,691.86 | 5,691.86 |
| 05 | ASHE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 06 | AVERY | 100.72 | 100.72 | 14.00 | 14.00 | 114.72 | 114.72 |
| 07 | BEAUFORT | 9,607.14 | 9,607.14 | 466.00 | 466.00 | 10,073.14 | 10,073.14 |
| 08 | BERTIE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 09 | BLADEN | 7,225.33 | 7,225.33 | 440.00 | 440.00 | 7,665.33 | 7,665.33 |
| 10 | BRUNSWICK | 13,102.83 | 13,102.83 | 1,179.68 | 1,179.68 | 14,282.51 | 14,282.51 |
| 11 | BUNCOMBE | 21,044.44 | 21,044.44 | 2,788.40 | 2,788.40 | 23,832.84 | 23,832.84 |
| 12 | BURKE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13 | CABARRUS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 14 | CALDWELL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 15 | CAMDEN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 16 | CARTERET | 7,517.06 | 7,517.06 | 641.84 | 641.84 | 8,158.90 | 8,158.90 |
| 17 | CASWELL | 6,117.72 | 6,117.72 | 450.00 | 450.00 | 6,567.72 | 6,567.72 |
| 18 | CATAWBA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 19 | CHATHAM | 7,769.09 | 7,769.09 | 838.12 | 838.12 | 8,607.21 | 8,607.21 |
| 20 | CHEROKEE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 21 | CHOWAN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | CLAY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 23 | CLEVELAND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | COLUMBUS | 9,391.81 | 9,391.81 | 417.48 | 417.48 | 9,809.29 | 9,809.29 |
| 25 | CRAVEN | 5,034.38 | 5,034.38 | 230.00 | 230.00 | 5,264.38 | 5,264.38 |
| 26 | CUMBERLAND | 7,236.68 | 7,236.68 | 689.68 | 689.68 | 7,926.36 | 7,926.36 |
| 27 | CURRITUCK | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 28 | DARE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 29 | DAVIDSON | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 30 | DAVIE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 31 | DUPLIN | 4,631.20 | 4,631.20 | 484.00 | 484.00 | 5,115.20 | 5,115.20 |
| 32 | DURHAM | 2,798.79 | 2,798.79 | 100.00 | 100.00 | 2,898.79 | 2,898.79 |
| 33 | EDGECOMBE | 5,391.11 | 5,391.11 | 328.00 | 328.00 | 5,719.11 | 5,719.11 |
| 34 | FORSYTH | 63.36 | 63.36 | 0.00 | 0.00 | 63.36 | 63.36 |
| 35 | FRANKLIN | 6,083.62 | 6,083.62 | 460.00 | 460.00 | 6,543.62 | 6,543.62 |
| 36 | GASTON | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 37 | GATES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 38 | GRAHAM | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 39 | GRANVILLE | 5,308.20 | 5,308.20 | 341.70 | 341.70 | 5,649.90 | 5,649.90 |
| 40 | GREENE | 3,076.00 | 3,076.00 | 300.00 | 300.00 | 3,376.00 | 3,376.00 |
| 41 | GUILFORD | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 42 | HALIFAX | 3,279.00 | 3,279.00 | 226.00 | 226.00 | 3,505.00 | 3,505.00 |
| 43 | HARNETT | 4,940.44 | 4,940.44 | 311.32 | 311.32 | 5,251.76 | 5,251.76 |
| 44 | HAYWOOD | 4,998.35 | 4,998.35 | 625.96 | 625.96 | 5,624.31 | 5,624.31 |
| 45 | HENDERSON | 4,519.66 | 4,519.66 | 266.00 | 266.00 | 4,785.66 | 4,785.66 |
| 46 | HERTFORD | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 47 | HOKE | 3,340.86 | 3,340.86 | 224.00 | 224.00 | 3,564.86 | 3,564.86 |

**FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund**

| | | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|---|---|---|---|---|---|---|---|
| | COUNTY | State | Total | State | Total | State | Total |
| 48 | HYDE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 49 | IREDELL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 50 | JACKSON | 1,911.00 | 1,911.00 | 20.00 | 20.00 | 1,931.00 | 1,931.00 |
| 51 | JOHNSTON | 9,998.84 | 9,998.84 | 1,583.60 | 1,583.60 | 11,582.44 | 11,582.44 |
| 52 | JONES | 4,149.87 | 4,149.87 | 180.00 | 180.00 | 4,329.87 | 4,329.87 |
| 53 | LEE | 2,370.00 | 2,370.00 | 332.00 | 332.00 | 2,702.00 | 2,702.00 |
| 54 | LENOIR | 4,891.35 | 4,891.35 | 230.00 | 230.00 | 5,121.35 | 5,121.35 |
| 55 | LINCOLN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 56 | MACON | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 57 | MADISON | 14,340.17 | 14,340.17 | 164.00 | 164.00 | 14,504.17 | 14,504.17 |
| 58 | MARTIN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 59 | MCDOWELL | 243.00 | 243.00 | 0.00 | 0.00 | 243.00 | 243.00 |
| 60 | MECKLENBURG | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 61 | MITCHELL | 4,397.43 | 4,397.43 | 255.72 | 255.72 | 4,653.15 | 4,653.15 |
| 62 | MONTGOMERY | 4,061.58 | 4,061.58 | 262.52 | 262.52 | 4,324.10 | 4,324.10 |
| 63 | MOORE | 13,195.67 | 13,195.67 | 1,253.64 | 1,253.64 | 14,449.31 | 14,449.31 |
| 64 | NASH | 3,164.00 | 3,164.00 | 272.00 | 272.00 | 3,436.00 | 3,436.00 |
| 65 | NEW HANOVER | 21,876.27 | 21,876.27 | 2,219.44 | 2,219.44 | 24,095.71 | 24,095.71 |
| 66 | NORTHAMPTON | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 67 | ONSLOW | 9,151.33 | 9,151.33 | 387.92 | 387.92 | 9,539.25 | 9,539.25 |
| 68 | ORANGE | 140.00 | 140.00 | 0.00 | 0.00 | 140.00 | 140.00 |
| 69 | PAMLICO | 5,498.03 | 5,498.03 | 248.00 | 248.00 | 5,746.03 | 5,746.03 |
| 70 | PASQUOTANK | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 71 | PENDER | 4,337.68 | 4,337.68 | 240.00 | 240.00 | 4,577.68 | 4,577.68 |
| 72 | PERQUIMANS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 73 | PERSON | 11,512.70 | 11,512.70 | 822.28 | 822.28 | 12,334.98 | 12,334.98 |
| 74 | PITT | 2,877.00 | 2,877.00 | 158.00 | 158.00 | 3,035.00 | 3,035.00 |
| 75 | POLK | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 76 | RANDOLPH | 3,693.90 | 3,693.90 | 400.68 | 400.68 | 4,094.58 | 4,094.58 |
| 77 | RICHMOND | 5,325.90 | 5,325.90 | 378.12 | 378.12 | 5,704.02 | 5,704.02 |
| 78 | ROBESON | 5,815.87 | 5,815.87 | 444.80 | 444.80 | 6,260.67 | 6,260.67 |
| 79 | ROCKINGHAM | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 80 | ROWAN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 81 | RUTHERFORD | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 82 | SAMPSON | 4,351.36 | 4,351.36 | 190.00 | 190.00 | 4,541.36 | 4,541.36 |
| 83 | SCOTLAND | 4,051.00 | 4,051.00 | 246.00 | 246.00 | 4,297.00 | 4,297.00 |
| 84 | STANLY | 3,980.25 | 3,980.25 | 2.00 | 2.00 | 3,982.25 | 3,982.25 |
| 85 | STOKES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 86 | SURRY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 87 | SWAIN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 88 | TRANSYLVANIA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 89 | TYRRELL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 90 | UNION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 91 | VANCE | 2,937.62 | 2,937.62 | 282.08 | 282.08 | 3,219.70 | 3,219.70 |
| 92 | WAKE | 95,428.09 | 95,428.09 | 10,646.78 | 10,646.78 | 106,074.87 | 106,074.87 |
| 93 | WARREN | 6,417.46 | 6,417.46 | 489.32 | 489.32 | 6,906.78 | 6,906.78 |
| 94 | WASHINGTON | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 95 | WATAUGA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 96 | WAYNE | 6,932.05 | 6,932.05 | 852.00 | 852.00 | 7,784.05 | 7,784.05 |
| 97 | WILKES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 98 | WILSON | 6,768.68 | 6,768.68 | 191.00 | 191.00 | 6,959.68 | 6,959.68 |
| 99 | YADKIN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100 | YANCEY | 1,481.00 | 1,481.00 | 2.00 | 2.00 | 1,483.00 | 1,483.00 |
| 150 | Jackson Indian | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 187 | Swain Indian | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total | 413,336.91 | 413,336.91 | 34,807.92 | 34,807.92 | 448,144.83 | 448,144.83 |

FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund

FUNDING SOURCE: Progress Energy

GRANT INFORMATION:
This funding authorization represents 100% state funds.

XS411 Heading: Energy Neighbor
Tracked on XS411: State Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE DATE:

December 10, 2020

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Consent

**Presenter:** James Madson, Public Health

**Agenda Title:** Budget Amendment - Health

**Summary of Information:** Request to amend fiscal year 2020-2021 to reflect the following revenues and expenditures:

1. $12,000 COVID-19 Medicaid
2. $82,456 COVID-19 Insurance

**Submitter Recommendations/Motions:** Staff recommends adopting the budget amendment.

**Attachments:**
1. Health Budget Amendment

**Beaufort County**
**Finance**

# Budget Amendment Request

**Department:** Health **Date of Request:** 1/4/2021

**FY Budget:** 20/21 #22

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 100400-455050 | COVID-19 Insurance Revenue | $82,456 | |
| 100221-451615 | COVID-19 Medicaid Revenue | $12,000 | |
| 105120-519801 | Immunization Professional Services | $94,456 | |

**Department Justification:**

- COVID-19 Insurance and Medicaid Revenue

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** N/A

**State Position No.** N/A

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| **Department Head** | James Madson<br>James Madson (Dec 21, 2020 15:10 EST) | 12/21/2020 |
| **Finance Officer** | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| **County Manager** | Required for interdepartmental transfers. | |
| **Board of Commissioners** | Agenda Item No. _____ Reference No. _____ | |

14/15

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Consent

**Presenter:** James Madson, Public Health

**Agenda Title:** Health Department Fee Request

**Summary of Information:** Additional fees for the FY21 Health Department Fee Schedule.

| CPT Code | Description | Current Fee | Proposed Fee |
|---|---|---|---|
| 0011A | 1st Dose COVID-19 Moderna Vaccine Administration Fee | $0 | $20.00 |
| 0012A | 2nd Dose COVID-19 Moderna Vaccine Administration Fee | $0 | $30.00 |

**Submitter Recommendations/Motions:** It is recommended the Board of County Commissioners approve the proposed fees with a retroactive date of December 21, 2020.

**Attachments:**

.

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Consent

**Presenter:** James Madson, Public Health

**Agenda Title:** Health Department Surplus

**Summary of Information:** The Health Department is requesting to surplus the following items. Items have been replaced.

| | Item | Serial Number |
|---|---|---|
| 1. | LG Computer Monitor | 207NDRF1Y478 |
| **2.** | HP Officejet 200 | TH822580DT |

**Submitter Recommendations/Motions:** It is recommended the Board of County Commissioners approve the surplus request.

**Attachments:**

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section** Item for Consent

**Presenter:** Whitehurst, Jennifer, Register of Deeds

**Agenda Title:** Register of Deeds Request to Surplus Items

**Summary of Information:** The Register of Deeds requests permission to surplus the following items and to list them for sale on GovDeals:

| Manufacturer r | Model | Serial # | Notes |
|---|---|---|---|
| HP | Prodesk 600 GI | 2UA4190OJ3 | PC W/MOUSE, KEYBOARD, FLAT PANEL MONITOR |
| HP | Prodesk 600 GI | 2UA4190pj2 | PC W/MOUSE, KEYBOARD, FLAT PANEL MONITOR |
| HP | Prodesk 600 GI | 2UA4190PJ5 | PC W/MOUSE, KEYBOARD, FLAT PANEL MONITOR |
| HP | Prodesk 600 GI | 2UA4190PJ1 | PC W/MOUSE, KEYBOARD, FLAT PANEL MONITOR |
| HP | Prodesk 600 GI | 2ua4190PJ4 | PC W/MOUSE, KEYBOARD, FLAT PANEL MONITOR |
| HP | Compaq 220 MT Pentium 4 | MXD50402PL | PC COMPUTER ONLY |
| HP | Laserjt P3005d | CND1F09581 | Printed when last used |
| Nakajima | AE-740 EW-1000 | N/A | Typewriter-Inoperable |
| Nakajima | AE-740 EW-1000 | N/A | Typewriter-Inoperable |
| Chairs | Lot of 7 Chairs | N/A | 7 on wheels; 3 stationary |
| Desk | Lot of 2 Computer Desks | N/A | One White; One Wooden Colored |

**Submitter Recommendations/Motions:** Approval of Surplus Request and Disposal of Items.

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Consent

**Presenter:** Wyndele Kinion, Tax Collector

**Agenda Title:** Advertise Delinquent Real Property Taxes

**Summary of Information:** G.S. 105-369 requires that the Tax Collector provide the governing board the total amount of unpaid taxes for the current fiscal year that are liens on real property. This information must be presented yearly to our governing board. I am requesting permission to advertise these bills, once all mail payments have been processed. Upon approval by the Board, the second notices will be mailed either the last week of January or the first week of February. The delinquent real property list will be advertised no later than mid-March. All figures will be given to the Board during the February 1, 2021 Board of Commissioners meeting.

**Submitter Recommendations/Motions:** Staff recommends approval to advertise the real property delinquents.

**Attachments:**

.

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Consent

**Presenter:** Wyn Kinion, Tax Collector

**Agenda Title:** Tax Collector Refunds Over $100.00

**Summary of Information:** Tax Collector Refunds for approval.

**Submitter Recommendations/Motions:** Staff recommends approval of refunds as presented.

**Attachments:**
1. .

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | true<br>BLTPREG<br>821170 | 576194 | 12/23/2020 | AHEATH | 0000036110-2020-2020-0000-00 | REI | $604.25 | $604.25 | | |

Overpayment BLTPREG

SCALISE, SANDRA 701 ASHTON DR BATH BEAUFORT NC 27808

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| BLTPREG<br>820117 | 576166 | 12/21/2020 | AHEATH | 0000032793-2020-2020-0000-00 | REI | $7,399.39 | $145.20 | | |

Overpayment p.u # 6653 10.7544 BLTPREG

CHESSON, J H P O BOX 258 BATH BEAUFORT NC 27808

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 817141 | 576013 | 12/03/2020 | C9BEATB | 0000046464-2020-2020-0000-00 | REI | $300.00 | $300.00 | | |

Overpayment p.u # 6613-09 7657 BLTPREG

GUHA LIVING TRUST 110 FORECASTLE CT WASHINGTON BEAUFORT NC 27889

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 816671 | 575967 | 12/01/2020 | C9BEATB | 0000010383-2020-2020-0000-00 | REI | $218.73 | $218.73 | | |

Overpayment p.u # 6607-92-6626 BLTPREG

WOOLARD, WAYLAND STEVE 100 BLUEBIRD LN WASHINGTON BEAUFORT NC 27889

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| BLTPRE<br>817864 | 576047 | 12/07/2020 | 0000004364-2020-2020-0000-00 | REI | $4,636.25 | $4,636.25 | | | |

Overpayment p.u # 6601-56-4345 BLTPREG

GREENE, LAURA MINGES 311 DUPONT CIRCLE GREENVILLE BEAUFORT NC 27858

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ☐ | true<br>BLTPREG<br>817694 | 576047 | 12/07/2020 | 0000041074-2020-2020-0000-00 | REI | $2,357.83 | $2,357.83 | | |

Overpayment W/ Business Pet Supt BLTPREG
p.u # 7604-66-5206

BETTS, JOSEPH S 620 MCGEE ROAD BENSON BEAUFORT NC 27504

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| BLTPREG<br>819019 | 576110 | 12/14/2020 | 0000029438-2020-2020-0000-00 | REI | $368.36 | $105.98 | | | |

Overpayment p.u # 5665 47 8833 BLTPREG

JACKSON, JULIA M 707 RUNYON ROAD WASHINGTON BEAUFORT NC 27889

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 820504 | 576178 | 12/22/2020 | 0000011691-2020-2020-0000- | REI | $2,407.01 | $1,055.02 | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | 00 | | | | | |
| Overpayment P.I.# 6653 96-8119 BLTPREG | | | | | | | | |
| WATERS, YVONNE SELBY 111 VALENTA COURT CARY BEAUFORT NC 27513 | | | | | | | | |
| ☐ | true BLTPREG 820462 | 576178 | 12/22/2020 | 00095435 17-2020-2020-0000-00 | IND | $798.60 | $798.60 | |
| Overpayment P.I.# PERSONAL PROPERTY BLTPREG | | | | | | | | |
| LILLEY, REX 687 PINEY NECK RD VANCEBORO NC 28586 | | | | | | | | |
| ☐ | true BLTPREG 820437 | 576178 | 12/22/2020 | 00000429 03-2020-2020-0000-00 | REI | $1,485.12 | $1,087.24 | |
| Overpayment P.I.# 5675-98-1718 BLTPREG | | | | | | | | |
| CHERRY, THOMAS KEVIN 124 E 2ND ST WASHINGTON BEAUFORT NC 27889 | | | | | | | | |
| BLTPREG 820437 | 576178 | 12/22/2020 | 0000021354-2020-2020-0000-00 | REI | $1,485.12 | $300.95 | | |
| Overpayment P.I.# 5675-98-2322 BLTPREG | | | | | | | | |
| CHERRY, THOMAS KEVIN 124 E 2ND STREET WASHINGTON BEAUFORT NC 27889 | | | | | | | | |
| | | | | | | | | |
| 819546 | 576132 | 12/16/2020 | 0000011486-2020-2020-0000-00 | REI | $1,375.18 | $1,375.18 | | |
| Overpayment P.I.# 7612-68-3316 BLTPREG | | | | | | | | |
| PATRICK, ANDREW R 177 BARNES FOSTER LOOP ROAD BELHAVEN BEAUFORT NC 27810 | | | | | | | | |
| BLTPREG 819019 | 576110 | 12/14/2020 | 0000029438-2020-2020-0000-00 | REI | $368.36 | $105.98 | | |
| Overpayment P.I.# 5685-47-8833 BLTPREG | | | | | | | | |
| JACKSON, JULIA M 707 RUNYON ROAD WASHINGTON BEAUFORT NC 27889 | | | | | | | | |
| 817864 | 576047 | 12/07/2020 | 0000004364-2020-2020-0000-00 | REI | $4,636.25 | $4,636.25 | | |
| Overpayment P.I.# 6661-50-4345 BLTPREG | | | | | | | | |
| GREENE, LAURA MINGES 311 DUPONT CIRCLE GREENVILLE BEAUFORT NC 27858 | | | | | | | | |
| ☐ | true BLTPREG 817694 | 576047 | 12/07/2020 | 0000041074-2020-2020-0000-00 | REI | $2,357.83 | $2,357.83 | |

Overpayment p# 7604-66-5206 BLTPREG

**BETTS, JOSEPH S 620 MCGEE ROAD BENSON BEAUFORT NC 27504**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ☐ | true BLTPREG 817384 | 576025 | 12/04/2020 | 0000044232-2020-2020-0000-00 | REI | $141.84 | $141.84 | |

Overpayment p#6603-54-4507 BLTPREG

**WEBB, JAMES MARTIN 669 REST HAVEN RD BATH BEAUFORT NC 27808**

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Consent

**Presenter:** Lloyd Salter, Tax Assessor

**Agenda Title:** Tax Assessor Refunds

**Summary of Information:** The Tax Assessors office is requesting approval for the attached refunds over $100.00

**Submitter Recommendations/Motions:** Approve refunds as presented.

**Attachments:**

.

Authorize | Edit

Queue Contents ( 5 Records )

1

| ☐ | Transaction # | Bad Debt | Status | Closed Date | OPID | Bill # | Received Amount | Refund Amount |
|---|---|---|---|---|---|---|---|---|
| ☐ | 68533387 | | PENDING | 12/15/2020 | VTSCASHIERING | 0055254207-2020-2020-0000-00 | $804.71 | $469.41 |
| ALTON, ROBERT DAVIS 520 ISABELLA AVE WASHINGTON NC 27889 | | | | | | | | |
| ☐ | 68505278 | | PENDING | 12/14/2020 | VTSCASHIERING | 0049165296-2020-2020-0000-00 | $230.61 | $211.39 |
| ALTON, ROBERT DAVIS 520 ISABELLA AVE WASHINGTON NC 27889-5239 | | | | | | | | |
| ☐ | 68385557 | | PENDING | 12/08/2020 | VTSCASHIERING | 0048892181-2019-2019-0000-00 | $159.48 | $106.31 |
| DARK, BETSY FAIRLEE 122 SHADY BANKS BEACH RD WASHINGTON NC 27889-9743 | | | | | | | | |
| ☐ | 68318171 | | PENDING | 12/04/2020 | VTSCASHIERING | 0057753417-2020-2020-0000-00 | $198.85 | $177.69 |
| CUTLER, STEPHEN LEE 505 PRESSLER ST WAKE FOREST NC 27587 | | | | | | | | |
| ☐ | 68149567 | | PENDING | 11/30/2020 | VTSCASHIERING | 0053155336-2019-2019-0000-00 | $174.57 | $130.92 |
| ZAWITOSKY, ELIZABETH BROWN 17625 SE 82ND ANNADALE TER THE VILLAGES FL 32162 | | | | | | | | |

Authorize | Edit

**Queue Contents ( 1 Record )**

1

| ☐ | Transaction # | Bad Debt | Status | Closed Date | OPID | Bill # | Received Amount | Refund Amount |
|---|---|---|---|---|---|---|---|---|
| ☐ | 68258187 | | PENDING | 12/02/2020 | VTSSUPP | 0052741834-2019-2019-0000-00 | $564.20 | $564.20 |
| RICHARDSON, DANIEL DALE 305 E WATER ST WASHINGTON NC 27889-4584 | | | | | | | | |

NCVTS Vehicle Appeal Workflow Admin Options Help CAMBROSE2 Search Abstract #

NCVTS -> Vehicle Tax -> Refund Approval -> Adjustment Refund

Board Meeting Date: Approve Deny Authorize Edit

Set Board Date Undo Approve/Deny

**Queue Contents ( 3 Records )**

1

| ☐ | Transaction # | Adjustment # | Bad Debt | Status | Closed Date | OPID | Bill # | Received Amount | Refund Amount | Board Date | Adjustment Date |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ☐ | 68533337 | 994210 | | PENDING | 12/15/2020 | VTSCASHIERING | 0045510815-2020-2020-0000-01 | $283.83 | $115.61 | 01/03/2022 | 12/15/2020 |
| COX, VICTOR LEE PO BOX 684 BELHAVEN NC 27810-0684 | | | | | | | | | | | |
| ☐ | 68505179 | 993991 | | PENDING | 12/14/2020 | VTSCASHIERING | 0052829895-2019-2019-0000-00 | $139.01 | $139.01 | 01/03/2022 | 12/14/2020 |
| TIDELAND EMC PO BOX 159 PANTEGO NC 27860 | | | | | | | | | | | |
| ☐ | 68505180 | 993993 | | PENDING | 12/14/2020 | VTSCASHIERING | 0052592084-2019-2019-0000-00 | $1,942.21 | $1,942.21 | 01/03/2022 | 12/14/2020 |
| TIDELAND EMC PO BOX 159 PANTEGO NC 27860-0159 | | | | | | | | | | | |

Regular Refunds

| Transactio | Adjustmen | Adjustment Re | Closed Date | Bill | Source Typ | Received A | Refund Am | Adjustment | Name | Address |
|---|---|---|---|---|---|---|---|---|---|---|
| 819261 | 8467 | Exempt Proper | 12/15/2020 | 0000009268- | REI | 7,920 | 7,920 | 12/15/2020 | WASHINGTON HOUSING NONPROFI | P O BOX 1046 WASHINGTON BEAUFORT NC 27889 |
| 818875 | 8456 | Amended Listi | 12/11/2020 | 0000002705- | REI | 3,273.65 | 524.25 | 12/11/2020 | COX, CASEY RAY | 221 ALDERSON ROAD WASHINGTON BEAUFORT NC 27889 |
| 818851 | 8452 | Amended Listi | 12/11/2020 | 0000018463- | REI | 1,292.60 | 276.27 | 12/11/2020 | WOOLARD, ZELDA A | 3200 LIZZARD SLIP ROAD WASHINGTON BEAUFORT NC 27889 |
| 818627 | 8444 | Value Change | 12/10/2020 | 0000005581- | REI | 579.71 | 257.17 | 12/10/2020 | BUSLINGER, RUTH OCHA | 4702 CHERRY GROVE RD ELON BEAUFORT NC 27244 |
| 818410 | 8440 | Amended Listi | 12/10/2020 | 0000002792- | REI | 747.4 | 291.19 | 12/10/2020 | SPENCER, JUANITA B | 3556 KELLY RD BATH BEAUFORT NC 27808 |
| 818352 | 8433 | Amended Listi | 12/9/2020 | 0000033738- | REI | 889.37 | 182 | 12/9/2020 | ERB, WILLIAM | 778 TAYLOR ROAD CHOCOWINITY BEAUFORT NC 27817 |
| 818325 | 8432 | Amended Listi | 12/9/2020 | 0000004420- | REI | 621.78 | 181.5 | 12/9/2020 | BUTLER, HILDA M | 7220 MARKET STREET EXT WASHINGTON BEAUFORT NC 27889 |
| 818291 | 8429 | Amended Listi | 12/9/2020 | 0000003048- | REI | 629.42 | 117.31 | 12/9/2020 | HODGES, GREGORIE | 683 PALM STREET BELHAVEN BEAUFORT NC 27810 |

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Consent

**Presenter:** Katie Mosher, Clerk to the Board

**Agenda Title:** Fireman Relief Fund Board Appointment

**Summary of Information:** Mr. Nelson Medford was appointed to the Fireman Relief Fund board in March 2018. Mr. Medford has moved out of the County and can no longer serve on the board.

The Fireman Relief Fund board of directors voted to recommend Mr. Dwight Williams to serve out the unexpired term.

**Submitter Recommendations/Motions:** Staff recommends appointing Mr. Dwight Williams to fill the unexpired term on the Fireman Relief Fund Board.

**Attachments:**

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Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Consent

**Presenter:** Katie Mosher, Clerk to the Board

**Agenda Title:** Approval of Board of Commissioner Minutes

**Summary of Information:** Approve the December 7, 2020 Regular Session meeting minutes submitted by the Clerk to the Board.

**Submitter Recommendations/Motions:** Motion to approve the minutes as submitted by the Clerk to the Board.

The Beaufort County Board of Commissioner met in regular session Monday, December 7, 2020 at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

**Commissioners Present**
Chairman Jerry Evans
Vice-Chairman Jerry Langley
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker
Commissioner Frankie Waters

**Staff Present**
Brian Alligood, County Manager
David Francisco, County Attorney
Katie Mosher, Clerk to the Board
Anita Radcliffe, Chief Finance Officer

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Chairman Evans welcomed everyone and called the meeting to order.

Vice-Chairman Langley offered the invocation and Chairman Evans led the Pledge of Allegiance.

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**Conflict of Interest Statement**

Chairman Evans asked if any Board members had a conflict with any topic on the agenda tonight and if so, please declare them now.

No one spoke.

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**Approval of Agenda**

**Motion:** Commissioner Booth motioned to approve the agenda. Commissioner Rebholz seconded.

Commissioner Rebholz said on page 3, item Y, I need to pull that.

**Amended Agenda:** Commissioner Waters motioned to approve the amended agenda with the removal of item "Y", "Unfreeze Sheriff's Office Positions". Commissioner Booth seconded. The vote was unanimous.

Chairman Evans said Commissioner Langley it's now your meeting.

---

**Presentation to Commissioner Evans**

Vice-Chairman Langley said certainly, at this time we want to acknowledge our outgoing Chairman. He said we are grateful and thankful for his service, his calm spirit and his willingness to do what is right for the people of Beaufort County. He said I would like to present you with this plaque which reads as

follows: Presented to Commissioner Jerry Evans in grateful appreciation for his devoted leadership and dedicated public service to the citizens of Beaufort County for the years of 2016 to 2020.

Chairman Evans said it has been an honor to serve the people of Beaufort County for the last four years and I want to say thank you from the bottom of my heart.

---

**Swearing in of Elected and Re-Elected Commissioners**

Ms. Mosher said we're now going to swear in the elected and re-elected officials. She said please bring up your families or who you plan to hold your Bibles. Commissioner Langley, Commissioner Rebholz, Commissioner Richardson and Commissioner Walker raised their right hands and Ms. Mosher read the following:

*"Do you solemnly and sincerely swear or affirm that you will support the Constitution and laws of the United States; that you will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that you will endeavor to support, maintain and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of your knowledge and ability and that you will faithfully discharge the duties of your office as Commissioner, so help you God"*

Commissioner's Langley, Rebholz, Richardson and Walker said I do.

---

**Nomination and Election of Chairman of the Board of Commissioners**

Ms. Mosher said next on the agenda is the election for Chairman. She said at this time I will take nominations for chairman.

Commissioner Rebholz said I'd like to nominate Frankie Waters for Chairman.

Commissioner Walker said I would like to nominate Stan Deatherage for Chairman.

Ms. Mosher asked if there were any more nominations. No one spoke.

Ms. Mosher then called for the vote.

| **Commissioner Stan Deatherage** | **Commissioner Frankie Waters** |
|---|---|
| Commissioner Deatherage | Commissioner Booth |
| Commissioner Richardson | Commissioner Langley |
| Commissioner Walker | Commissioner Rebholz |
| | Commissioner Waters |

Ms. Mosher said Commissioner Waters you have been elected Chairman for 2021.

---

**Nomination and Election of Vice-Chairman of the Board of Commissioners**

Ms. Mosher said I will now take nominations for Vice-Chairman.

Commissioner Booth said I would like to nominate Jerry Langley.

Commissioner Deatherage said the Republican caucus met as advertised and not only did we decide to put me up for Chairman, we decided to put Randy Walker up for Vice-Chairman. He said so understanding that, I nominate Randy Walker.

Ms. Mosher asked if there were any other nominations. Hearing none she called for the vote.

| **Commissioner Jerry Langley** | **Commissioner Randy Walker** |
|---|---|
| Commissioner Booth | Commissioner Deatherage |
| Commissioner Langley | Commissioner Richardson |
| Commissioner Rebholz | Commissioner Walker |
| Commissioner Waters | |

Ms. Mosher said Commissioner Langley you have been elected Vice-Chairman for 2021. She said Mr. Chairman you may now assign seats to your liking.

Chairman Waters then set the seating.

---

**Oath of Office – Tax Assessor**

Ms. Mosher said Mr. Lloyd Salter is to be sworn in as Interim Tax Assessor as of January 1st and we're going to be doing that swearing in this evening.

Mr. Salter raised his right hand and Ms. Mosher read the following:

*"Do you solemnly and sincerely swear (or affirm) that you will support the Constitution and laws of the United States; that you will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that you will endeavor to support, maintain and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of your knowledge and ability; that you will faithfully discharge the duties of your office as Tax Assessor, and that you will not allow your actions as Assessor to be influenced by personal or political friendships or obligations, so help me God."*

Mr. Salter said I do.

Commissioner Richardson said I have a question, a point of order. He said what we're swearing to is different language than we have sworn to in the past. He said I have an objection to this language.

Mr. Alligood said it's the statutory language that is required to be sworn to by an Assessor.

Commissioner Richardson said no, that was for the Assessor. He said the part I'm having a problem with is you're saying in there whatever powers or authority may be established in supporting the Constitution. He said that is very subject to a whole lot of corruption so where did this oath come from.

Ms. Mosher said the School of Government.

Commissioner Richardson said the School of Government, well, what happened to the old oath.

Mr. Alligood said Commissioner Richardson there are actually two. He said there's the Constitutional oath and then there's the statutory oath. He said what the School of Government recommends and what they have done for all council of state members is it's a combination of the two or you're supposed to take both.

Commissioner Richardson said well there's a problem with that particular oath. He said I'm not going to dwell on this but that is an oath that is subject to force public officials to corrupt the Constitution of the United States of America.

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**Public Comments**

Ms. Stacey Vandermeeden said I'm here to briefly mention background on wi-fi and broadband emissions standards as well as health effects of non-ionizing wireless radiation, specifically 5G as it relates to the county's move to make Beaufort County a high-speed internet hub. She said while the benefits of 5G technology are few, the dangers are many. She said difference in internet speed between 4 and 5G is measured in milliseconds and is negligible to consumer. She said meanwhile the impact of radiation damage to humans are lasting and in the case of DNA damage, permanent. She said FCC standards for wireless radiation has not gone up commiserate with the latest technology. She said yes, you heard that right, unfortunately the latest safety standards from the FCC are 24 years old and are outdated. She said the FCC itself has admitted that it does not see a need to update its electro-magnetic or radio frequency standards. She said in fact there's a lawsuit from Environmental Health Trust Agency, a think tank, along with Children's Health Defense Fund, as well as individuals against the FCC for this very reason. She said the lawsuit is aimed at getting the FCC to reconsider, revise and update it's 24-year-old exposure limits for radio frequency radiation from cell phones, cell towers, wi-fi networks, smart meters and other wireless communication devices and facilities. She said hundreds of scientists and medical professionals have submitted peer review studies showing the consensus of the medical community that RFR is deeply harmful to people and the environment and is linked to cancer, reproductive harm, memory loss, DNA damage and other biologic ailments to humans, animals and plants. She said not withstanding this well documented record the FCC has released an order in December 2019 that nothing would be done to update its standards and maintaining it's antiquated exposure limits that are still ongoing now. She said in so doing the FCC has violated the Administrative procedure act because its order is arbitrary and capricious rather than evidence based. She said it has violated the National Environmental Policy Act which requires the organization to take a hard look at the impact of their decisions. She said it has also violated the 1996 telecommunications act because the FCC failed, as required by the GCA, to consider the health impact of its decision upon public health. She said with this in mind we are asking the County Commissioners to pick up the mantel where the FCC has not. She said to do the requisite due diligence in protecting the health of the citizens of Beaufort County by thoroughly examining the research of non-ionizing radiation in general and 5G radiation in particular, before moving forward with any high-speed roll out or internet changes in Beaufort County. She said we also recommend fiber optics as a viable and safer alternative to wireless.

Ms. Barbara Gaskins said I would first like to apologize to the Commissioners due to my statements at the last meeting. She said I do like to show respect where it is due but also in regards to an order and people who call themselves leaders cannot follow their own rules, then how are they truly leading, what is there effectiveness, or are you sitting in a seat taking up space. She said I say this because I watch these meetings and I'm not seeing things move forward in Beaufort County, but I do see an increase of stepping back into history. She said if you have been in a seat for years on top of years then congratulations, you are taking up space and you are part of a lack of growth in this community. She said I've watched on several occasions where a non-person of color has been stopped by Beaufort County Sheriff's with only one officer attending. She said this does not occur with people of color. She said when we are stopped it's at least two or more officers. She said there's currently an influx of people overdosing on drugs. She said several of those people occurred due to Fentanyl coming in. She said this is also occurring in surrounding areas so why doesn't the Sheriff carry Narcan. She said there has been an influx of suicides, why aren't officers taking training for suicide intervention. She said there's a huge need for mental health services to the point that I have taken it upon myself to work with the National Alliance of Mental Illness to ensure that the people of this community are getting the services and support that they need by becoming an affiliate for the County. She said on August 7th Mr. Keys was slammed to the ground and bruised by Beaufort County Sheriff over false charges and you Commissioners demanded that he be fired, yet you had a meeting about adding more officers, shame on you. He said this was a 71-year-old man who has been working at the trash site for 20 plus years. She said so this is the way you treat your elders. She said well Mr. Commissioners, have you checked to see that there was no police report provided and if Mr. Keys was considered a threat, but he was able to sign himself out of the jail. She said a call was received by Ms. Polks cell phone to an officer. She said he responded and brought friends. She said did you know that four officers responded but only two are listed on court documents. She asked why is this. She said how can a Sheriff's Office be trusted if information going to court is not factual and complete. She said there are witnesses that Coleman refused to speak to him. She said the Social Coalition for Social Justice 2020 states that here in Beaufort County there is a school population of 6,444 students and out of that 44.4% of all juvenile delinquency complaints that are school related, black students make up 31.9% and yet we're two times more likely than whites to receive short term suspensions, yet you talk about adding more officers to add these students to the school to prison pipeline. She said you all can't even make the Sheriff do anything you want him to do yet you expect the public to feel safe about having them around our children. She said Beaufort County jail, lastly, is a pre-trial detention facility, where not everyone has been proven guilty, where it's their right's, by law to be innocent until proven guilty. She said yet, they are given poor food, no recreation, safety, security, etcetera. She said according to the grand jury report and the National Institute for Justice, this information was verified for the time the Sheriff was allowed to come out but now he won't answer calls so what are you all doing. She said who is going to be held accountable and forced to accept accountability. She said I keep going back to the..... Ms. Gaskins time was up.

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**Legislative Updates from Elected Officials**

There were no elected officials present.

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**Items for Consent**

1. Budget Amendment, Additional CARES Funding for APS/CPS
2. Budget Amendment, Pandemic LIEAP

3. Budget Amendment, Health Dept
4. Budget Amendment, Health Dept
5. Health Dept Fee Request
6. Surplus, Health
7. Surplus, Sheriff Office
8. Surplus, Cooperative Extension
9. EMS Oversight Committee Appointments
10. Stream Debris Removal Deadline Extension
11. Senior Citizens Late Applications
12. Tax Assessor Refunds
13. Taxpayer Refunds Over $100.00
14. Minutes Approval

**Motion:** Vice-Chairman Langley motioned to approve the consent agenda. Commissioner Booth seconded.

| **Yes Vote** | **No Vote** |
|---|---|
| Chairman Waters | Commissioner Deatherage |
| Vice-Chairman Langley | Commissioner Richardson |
| Commissioner Booth | |
| Commissioner Rebholz | |
| Commissioner Walker | |

**See Addendum 1**

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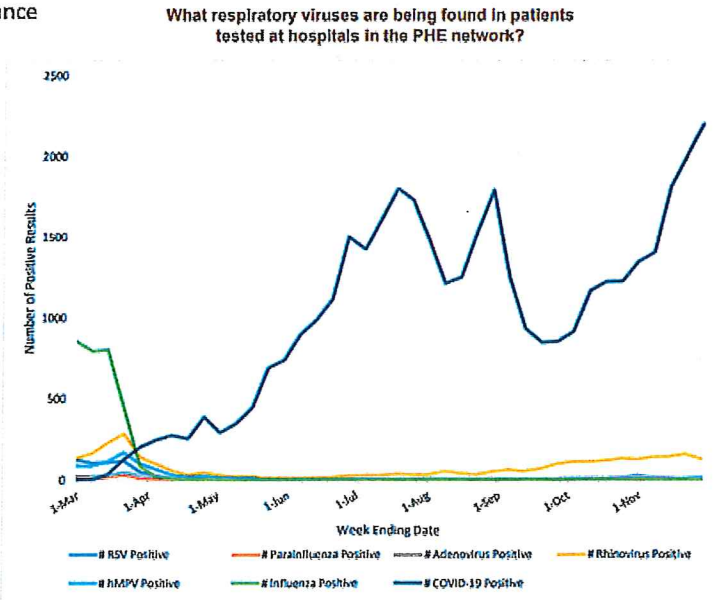
**Covid-19 Update**

Mr. James Madson gave the following presentation:

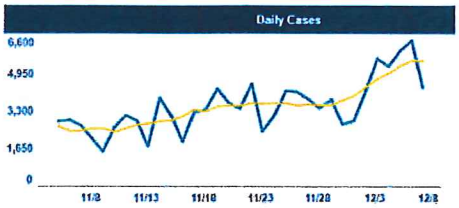
Statewide surveillance




Beaufort County Influenza percent positive to date is 3 of 92 test = 3.2%

# North Carolina Numbers

- 399,362 Confirmed
- 5,560 Deaths
- 2,240 Hospitalized (currently)
- 5,630,137 Tested
- 10.5% Positivity rate (totaled daily)



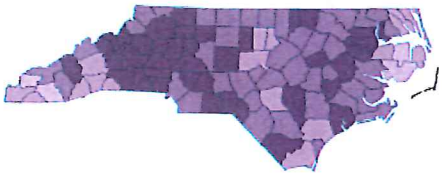

BEAUFORT COUNTY PUBLIC HEALTH
NORTH CAROLINA

| Monday, December 7, 2020 | | |
|---|---|---|
| Tests conducted on Beaufort county residents (to date) | 23,876 | |
| Total cases (tested positive) | 1,876 | |
| Total hospitalizations that have occurred | 95 | 5.1% |
| Total Deaths* | 56 | 3.0% |
| Average age of deaths (years) | 80.4 | |
| Known active cases currently in the county | 252 | |
| Currently hospitalized | 6 | 2.4% |
| Currently on a ventilator | 1 | |
| Total cases recovered | 1,568 | 83.6% |
| Outbreaks and Clusters | | |
| Nursing Home | 2 | |
| Residential Care Facility | - | |
| School | - | |
| Childcare | - | |
| Deaths* from long term care facilities | 30 | 54% |

*Deaths reported through this website have been confirmed through a review of the death certificates. This validation process can sometimes take a long time when a resident passes in another County or State. Other sources may report presumptive totals and therefore will vary with those reported here.

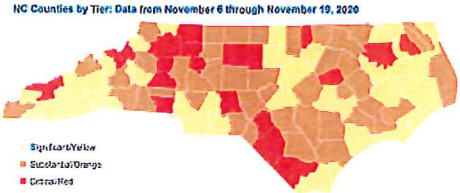
## Rate over the last 14 Days

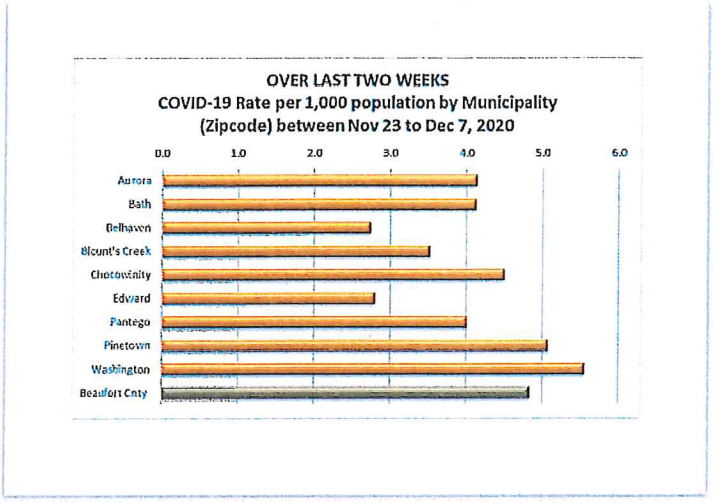
Beaufort County = 45 / 10,000 (211 Cases )

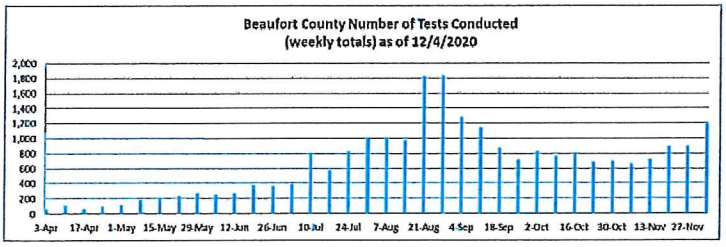


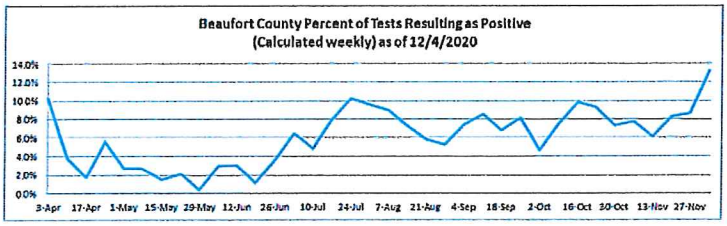
Map Credit NCDHHS

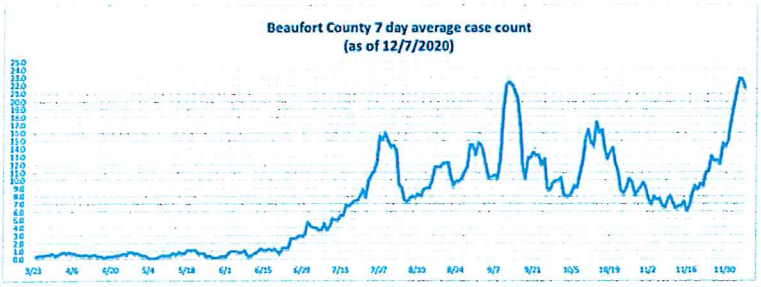
11-20
21-40
41-60
61+

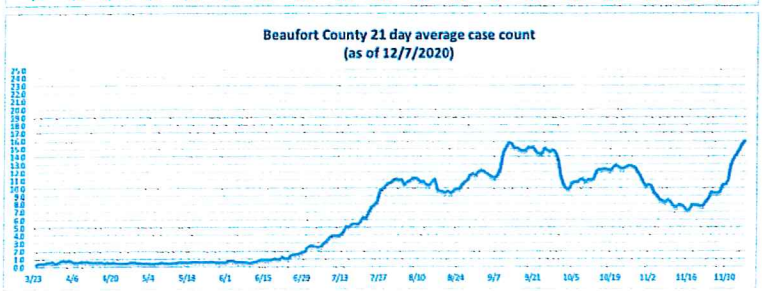


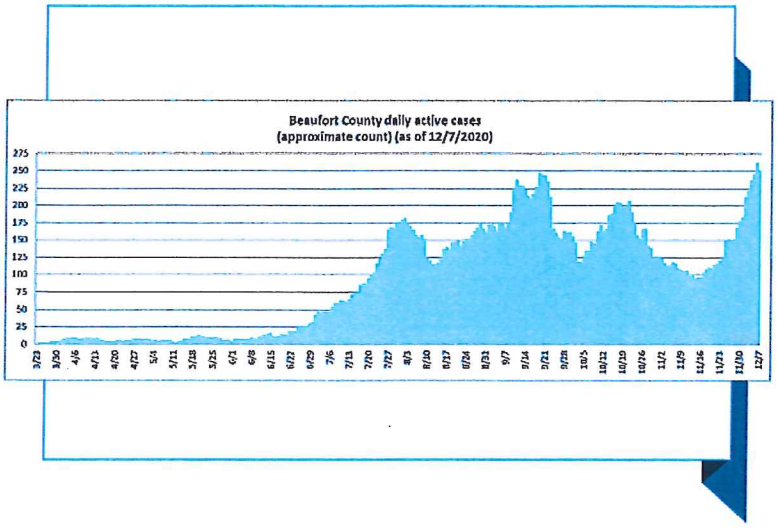

OVER LAST TWO WEEKS
COVID-19 Rate per 1,000 population by Municipality
(Zipcode) between Nov 23 to Dec 7, 2020
0.0
1.0
2.0
3.0
4.0
5.0
6.0
Aurora
Bath
Belhaven
Blount's Creek
Chocowinity
Edward
Pantego
Pinetown
Washington
Beaufort Cnty

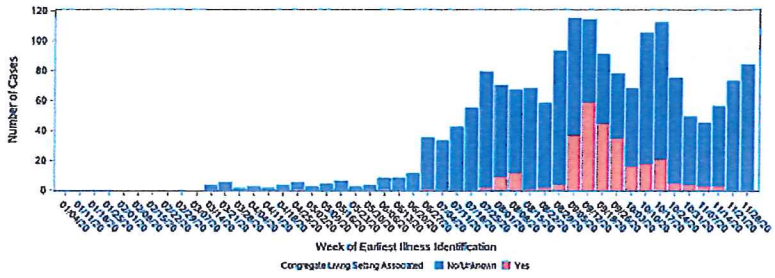

Beaufort County Number of Tests Conducted
(weekly totals) as of 12/4/2020
2,000
1,800
1,600
1,400
1,200
1,000
800
600
400
200
0
3-Apr
17-Apr
1-May
15-May
29-May
12-Jun
26-Jun
10-Jul
24-Jul
7-Aug
21-Aug
4-Sep
18-Sep
2-Oct
16-Oct
30-Oct
13-Nov
27-Nov

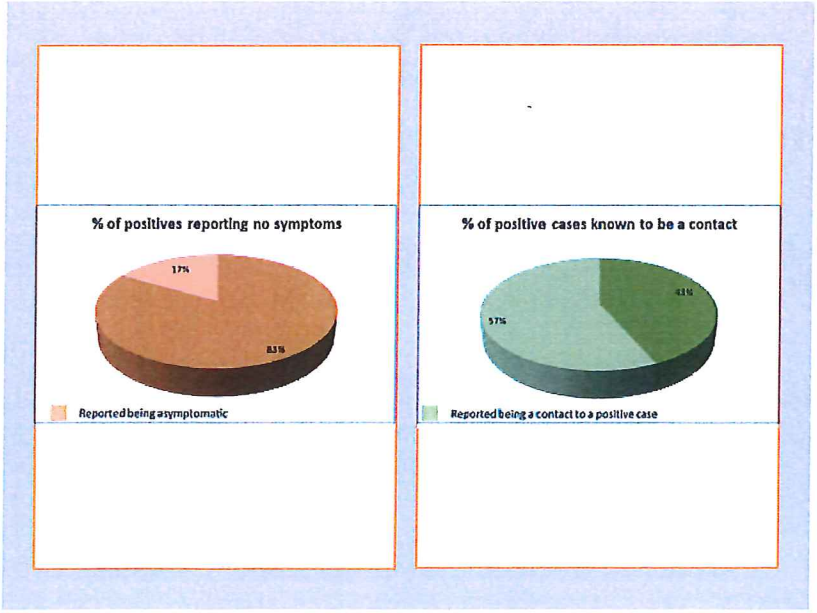

Beaufort County Percent of Tests Resulting as Positive
(Calculated weekly) as of 12/4/2020
14.0%
12.0%
10.0%
8.0%
6.0%
4.0%
2.0%
0.0%
3-Apr
17-Apr
1-May
15-May
29-May
12-Jun
26-Jun
10-Jul
24-Jul
7-Aug
21-Aug
4-Sep
18-Sep
2-Oct
16-Oct
30-Oct
13-Nov
27-Nov


Beaufort County 7 day average case count
(as of 12/7/2020)

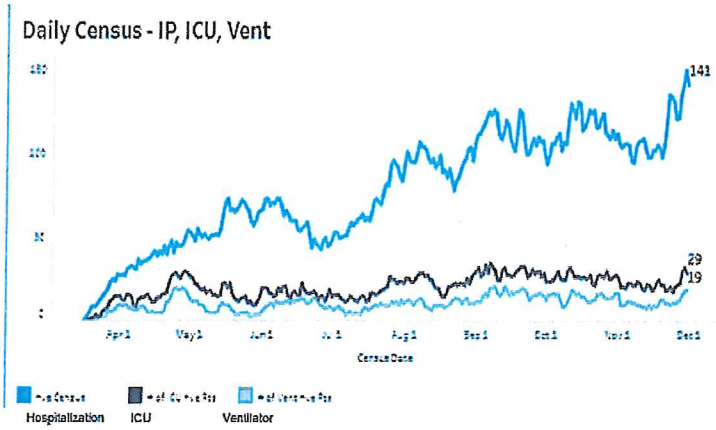

Beaufort County 21 day average case count
(as of 12/7/2020)


Beaufort County daily active cases
(approximate count) (as of 12/7/2020)


Number of Cases
Week of Earliest Illness Identification
Congregate Living Setting Associated
No/Unknown
Yes


% of positives reporting no symptoms
17%
83%
Reported being asymptomatic
% of positive cases known to be a contact
43%
57%
Reported being a contact to a positive case

Vidant Regional data




## Other Information

- Annex building progress
- Vaccine planning continues

## Vaccination Phases

- 1A
  - Health Care personnel, LTCF residents, EMS
- 1B
  - Essential Workers
    - Educators, Police, Fire, Corrections
- 1C
  - Adults with high risk (65+ and 2 co-morbidities)

## Vaccination Phases

- Phase 2 (Risks Based)
  - Targeted Industry, Targeted Populations, Health Care workers not targeted in 1A, High-risks not targeted in 1C
- Phase 3
  - K-12, Colleges, Other industries
- Phase 4
  - Remaining population

Commissioner Walker said the 28 days you speak of, 28 days without an incident, is that what we see at home when we see that time clicking up, that's how we know we're doing good.

Mr. Madson said at a long-term care facility. He said that's at long-term care facilities.

Commissioner Walker said so that's just for long-term, we're not using that as a scorecard, so to speak, for the County.

Mr. Madson said no. He said I don't think we'll ever, I can't say ever.

Commissioner Walker said how do we know when this is over.

Mr. Madson said it will probably never be over. He said what we're hoping to do is get it to a point as a background bubble that we, as a society, come to accept.

Commissioner Walker said with these phases are you going to have some sort of signage that says "now serving phase II" or something like that.

Mr. Madson said we got together today to have our first discussion about communication of this and I said today we're going to start with me saying that you all, so that people can see how that phase works because, again, we're asking for patients because your time may not be right away so I only have a limited supply. He said if I had 50,000 doses I would start tomorrow with vaccinations of everybody but I don't have that. He said so, yes, we're going to try and get the word out on which phases are going so people will know.

Commissioner Walker said of the two vaccines, which one has the dry ice in it.

Mr. Madson said that's the Pfizer and it is the ultra-cold storing and handling, which is probably why we're not getting it because I don't think Vidant has the ultra-cold storage capabilities. He said I'm not sure.

Commissioner Richardson said the people who have passed, the average age is 80 and if I'm correct, only one person below the age of 65 in Beaufort County has passed from this.

Mr. Madson said we've had five.

He said five at this point, how old was the youngest.

Mr. Madson said 35.

Commissioner Richardson said there's been no school children that have been hospitalized.

Mr. Madson said I don't know for a fact that there's been any hospitalized. He said I haven't heard of any of them being hospitalized.

Commissioner Richardson said school children are lowest risk, practically zero risks.

Mr. Madson said as far as ill effects, yes.

Commissioner Richardson said the, so the teachers, they're among the first group of people getting the vaccines. He said is that right or are they in group two.

Mr. Madson said I think group C.

Commissioner Richardson said group C, that's fine. He said so it wouldn't be unreasonable to say that once they have been vaccinated the whole school could reopen.

Mr. Madson said they're open now but you mean back to full.

Commissioner Richardson said back to full capacity.

Mr. Madson said I think it's reasonable.

Commissioner Richardson said it's not unreasonable, they're at zero risk now so if the teachers and staff were to receive the vaccine there would, in theory, be zero risk.

Mr. Madson said I wouldn't say zero risk but to the children, that's correct.

Commissioner Richardson said well, I said in theory. He said to the children there would be zero risk.

Mr. Madson said the concern with the children is really more who they're taking it home to. He said that's why we're seeing the schools the way they are. He said I know that the guidance right now is for them to be in A if they're up to 5th grade. He said they have the option of B and C and they're going with B right now.

Commissioner Richardson said but if you look at the children being near zero risk and the teachers and staff were inoculated and lets say that 12th grade student, the parent was 25 when they were born, we're at age 37. He said 35 is the youngest that any single person has passed and they had complications, obviously, to have passed at that age so my question is why, well you can't answer this but I'm asking this in theory, why are the schools so locked up and closed with all of this going on. He said we have an extremely low risk situation and the virus, the vaccine should put an end to the whole school problem. He said there are a lot of parents out there who are going crazy and I know from my own personal experience, the distance learning doesn't work and all the money the schools have spent for these hot spots and everything else has been thrown in the trash can, or it may as well have been because it's useless so we, the County, we need to be looking at getting our schools open again and getting them back functioning again.

Commissioner Walker said when you get vaccinated are you going to get some sort of identification saying you've been vaccinated. He said are you going to have a sticker or something. He said because if you get vaccinated and you think maybe you don't need to wear a mask and you start to get mask shamed, do I have something to show I've been vaccinated.

Mr. Madson said you will. He said the vaccine is a two-dose series. He said right now we're talking about Pfizer and Maderna so I can only talk about them. He said you get one and then 21 days later you get the second one so the whole system will be in a program that's call CVMS and in order to get the vaccine you're going to have to fill out a bunch of paperwork and then once you fill that out you get authorized, because it's basically going to check that you're one of these priority people. He said it will then allow you to opt in for a reminder text message for your second one. He said it also will send you a reminder where to go and get your second, so the system is going to keep track of all that. He said lets say you opt out and don't want all that information coming to you and you're told to come in three weeks we'll be able to look up when you got your first shot and have validation of that, a little card that says you've been vaccinated. He said that card is also something you can take to any state and you can get vaccinated there as well because it's a federal program.

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**Health Department WIC Position**

Mr. Madson said last month you all allowed me to hire a vacant position. He said so far, I haven't been able to attract anybody because it was a part-time position. He said luck would have it, I thought luck because Hyde County reached out to me a couple of weeks ago and asked if we could take over the clients they had there because their WIC administrator was retiring and so I thought what are we talking about and in essence is what they will do is they will transfer the money that they receive for their clients to us and I would be able to use that money to make this position full-time, assuming that you approve this to happen. He said the increase from 32 hours to 40 hours is what I'm asking for and it will be covered by that transfer of money from Hyde County.

**Motion:** Vice-Chairman Langley motioned to approve changing the position from 32 hours to 40 hours and assisting in Hyde County. Commissioner Rebholz seconded.

Commissioner Booth said that sounds good that Hyde County is going to transfer the money but what is the other side of the story. He said we're going to provide service to Hyde County.

Mr. Madson said just to 92 clients.

Commissioner Booth said is there going to be enough money to compensate what you're trying to do.

Mr. Madson said with a couple thousand above.

Commissioner Booth said the problem I have with that is if they pull out, we still have a full-time position. He said I don't have a problem with helping this County and taking the money, but the question is did you tell us the whole story.

Mr. Madson said I'm trying to tell you the whole story.

Commissioner Booth said well you did after I asked but if you're sure it will take care of that position, the funds plus the travel to Hyde County, I'm fine with it.

Mr. Madson said I believe it does and it goes over that. He said we have a hard time attracting a nutritionist and they have an even harder time in Hyde County so I don't think they will ever, I don't even think they want to at this point. He said as long as their Health Director, Luana Gibbs is there I'm pretty sure it will be.

Commissioner Booth said we will not be adding a position. He said it was a part-time position and it's not going to cost your department any more money.

Mr. Madson said that's correct.

Commissioner Richardson said we're going to have to send someone to Hyde County.

Mr. Madson said we're going to send somebody to Hyde County once a week to their Health Department to issue out the needs of the clients, to work with people that have babies who need formula and stuff like that.

Commissioner Richardson said is that person going to have to work the county from the standpoint of traveling around the county.

Mr. Madson said no, they don't travel out of the Health Department. He said they don't go to Ocracoke either. He said there's a special allowances for Ocracoke to not have a WIC person there.

Commissioner Richardson said the $1,500 a month. He said we're increasing the salary from $39,000 to $55,000. He said according to this the position is currently budgeted at $39,161 for the salary and benefits. He said the proposed salary for this position at 40 hours per week is $59,739. He said so that's the, roughly, that's $18,000 so there's $2,000 that's left for transportation, if I'm reading this correctly.

Mr. Madson said I see us as having an extra $2,000 a year to cover those kinds of things.

Commissioner Richardson said now the money that Hyde County has, the $18,000, about how much of that comes from federal or state funds versus their funds.

Mr. Madson said it all comes from state and federal dollars.

Commissioner Richardson said so our WIC employee is totally paid with state or federal funds.

Mr. Madson said correct, the position we're talking about. He said I don't see us using any county dollars for the increase in this service. He said that's the answer you want right, that's the truth, that's what you're seeking. He said no county dollars would have to be used to make this move.

Commissioner Richardson said where is the contract for this.

Mr. Madson said well, the contract is at the WIC office. He said right now the contract is signed but if y'all don't approve it, it will be null and void.

Commissioner Richardson said who wrote the contract.

Mr. Madson said Hyde County gave it to me and we sent it to the WIC regional consultant for approval.

Commissioner Richardson said I have a little problem with all this. He said who is signing it for the County.

Mr. Madson said I am.

Commissioner Richardson said I want to say this to the Board, we have, this Board has allowed everybody in this County to sign contacts. He said contracts should come to the Board, be approved by the Board and for the Board Chairman to sign because we don't know what's in that contract. He said you're approving a contract tonight, you don't know what you're approving. He said for instance, what is the opt out. He said how can we opt out of this. He said lets say that suddenly things change and we don't want to do this anymore, how do we get out of this contract.

Mr. Madson said we send notice to them, a 30-day notice.

Commissioner Richardson said is it a 30-day notice.

Mr. Madson said yes sir.

Commissioner Richardson said I want to raise the issue to the Board again that I'm not going to vote for a contract and everybody and their brother can sign it. He said we're having problems right now with letting the Sheriff and contracts and he's running around right now saying he's voiding a contract and it's a contract that I objected to begin with. He said it should've been a Commissioner signed contract. He said we have a fiduciary responsibility to the people of this County to watch after their money and we start designating people to sign contracts, those people can walk from those contracts whenever they want to and make trouble for us. He said that's what's going on in the Sheriff's Department right now. He said I'm willing to vote for this provided the Chairman signs the contract. He said I'm not voting for it if he doesn't.

Commissioner Deatherage said provided the Chairman signs the contract after it's reviewed by the Commissioners.

Commissioner Richardson said after it's reviewed by the Commissioners.

**Motion:** Commissioner Richardson motioned to approve after it's been reviewed by the Board and if the Chairman signs it. Commissioner Deatherage seconded.

Chairman Waters said has the contract been through our attorney.

Mr. Madson said no.

Chairman Waters said it has not. He said I guess one of the questions Commissioner Booth had is the term of it. He said we're looking at a full-time employee and we don't know whether it's 12 months or 3 years contract with Hyde County.

Mr. Madson said this contract is only good until June. He said we would have to redo it after that because I only did it to cover this fiscal year to make sure everything is going to be good in the future. He said in a way I'm trying to make sure I'm being a good neighbor to their county because they're having a problem right now finding anyone to do it at all. He said at the same time I need to try and get this person to full-time.

Chairman Waters said so it's going to be on a fiscal year basis, is what you're saying. He said from July 1st to June 30th of each year.

Mr. Madson said I hadn't thought whether it's going to be a three-year contract after this year or not but for right now it's just covering until June. He said I guess from my perspective, I understand major contracts and stuff for the County, I feel like I'm assigned as the administrator of the Health Department and so by coming and getting permission from you all, I feel like I could sign this contract. He said of course I'm here to do y'alls will.

Commissioner Booth said since Mr. Madson has explained that it just goes for a few months I'm fine with it and when June comes we can look at it for three years. He said I don't have a problem with covering Hyde County until June at all.

Commissioner Richardson said why doesn't he sign it and the Chairman sign it. He said once again we're back into the bad practice of everybody and their brother singing contracts somewhere. He said the Sheriff has already made trouble for us and allowing him to sign a contract. He said in the old days, and I've been here a while, in the old days every contract that this Board approved was signed by the Chairman and it needs to be signed by the Chairman and whoever else that the Board wants to allow to sign it.

Commissioner Booth said Commissioner Richardson, I don't have a problem with what you're saying but you're only talking about a couple of months. He said this expires in June, isn't that what you said.

Mr. Madson said this expires in June.

Commissioner Richardson said that's half a year, that's six months. There's a motion on the floor.

Chairman Waters said we've got two motions. He said we've got a motion and a second to hire the person, if I remember correctly and we've had a discussion. He said is there any more discussion on the motion on the floor.

**Motion Restated:** Vice-Chairman Langley motioned to approve changing the position from 32 hours to 40 hours and assisting in Hyde County. Commissioner Rebholz seconded.

| **Yes Vote** | **No Vote** |
|---|---|
| Chairman Waters | Commissioner Deatherage |
| Vice-Chairman Langley | Commissioner Rebholz |
| Commissioner Booth | Commissioner Richardson |
| | Commissioner Walker |

**Motion Restated:** Commissioner Richardson motioned to approve what the Health Director is requesting, provided he and the Chairman of the Board sign the contract. Commissioner Deatherage seconded.

Commissioner Booth said this contract is for the 6 months, the first contract.

Commissioner Richardson said yes, it will come up in June and we'll vote on the same thing again.

Commissioner Deatherage said this is nothing about you or your group, it's just a practice we need to start right now and keep going forward with this practice in perpetuity. He said we can never let this happen again. He said we can never let somebody negate a contract that we're a party to and they're really not. He said they're a junior party to the contract, just like you would be a junior party to this contract. He said we represent the people of Beaufort County, represent the money and we're the one signing, we're the one representing because we tax so we have to be in charge of the negotiations and the contracts to whatever extent we wish to be on every deal, on every department.

Chairman Waters said any other discussion. No one spoke.

**Vote:** The vote was unanimous.

**See Addendum 2**

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**Replacement of Chillers at Northside High School and Northeast Elementary**

Mr. Cheeseman said I've asked some of my colleagues to come in case you have some questions on this topic, specifically Northside High School has a failing chiller and Northeast Elementary School has a chiller that is in need of repair. He said the repair work has begun on the Northeast Elementary School chiller. He said we look forward to that being done shortly and the Northside High School, we look forward to that work being started in January. He said the total, as you may see, is $316,291 and the Board of Education is asking specifically if the County Commissioners would assume half the cost at $158,145.50 as a collaboration with our facilities.

Commissioner Richardson said can I have some discussion on this before somebody jumps to make a motion. He said do you have an engineer in your maintenance department.

Mr. Cheeseman said I think you and I talked about that before and the answer is no.

Commissioner Richardson said ok. He said have you had an engineer do an evaluation of this chiller situation.

Mr. Cheeseman said yes.

Commissioner Richardson said by whom.

Mr. Stokes said Brady Services and Allred Mechanical.

Commissioner Richardson said no, they're not engineers.

Mr. Stokes said they did a site survey of our chillers at both locations.

Commissioner Richardson said do they, did they give you a document with an engineer's seal on it.

Mr. Stokes said no.

Commissioner Richardson said they are actually people that repair these things.

Mr. Cheeseman said yes, they are in the repair business and in the installation business.

Commissioner Richardson said okay, I can't vote for this. He said we've had problems with the school system coming in before asking for money for things like this when there was very poor work had been done in the background. He said I have a problem, being an engineer, knowing you're running some very complex systems over there and I've been at Northside School when the janitor was running the system. He said a hot water/cold water, 4-pipe system, whatever and nobody knew what was going on an sat in the auditorium and sweat to death and went back out and said why don't you get an engineer to figure out what's wrong with this thing and work this. He said Oh no, the janitor, he knows all about it, yeah, sure he does. He said as far as I'm concerned, I've read this and looked at this and I'm not willing to vote for it until you bring me a study by a licensed professional, mechanical engineer who does this kind of work as to what his opinion is because I noticed you're talking about installing extra pumps and all this sort of thing. He said that's engineering, that's not repair work. He said this is sophisticated stuff. He said now, in the past, there's a guy here in Washington, I can't think of his name off hand, who has gone over your system before and given you advice at our insistence but I'm also going to tell you this, I'm not voting for any school budgets that don't have an engineer in it because you're running in all of these new schools very sophisticated systems and Jo six-pack can't run them. He said so I cannot vote for this and I really can't recommend anybody else vote for this until you can produce a professional opinion as to what's really going on. He said if I'm selling suitcases everybody needs a suitcase but if I'm a professional doing a study on a suitcase, not everybody needs a suitcase.

Commissioner Rebholz said what is the status of these chillers at the moment. He said are they out of service.

Mr. Cheeseman said Northeast will be repaired this week and should be back up and running and your Northside High School, it is down, basically so no, it's not functioning right now.

Commissioner Booth said what is the age of these chillers, the one at Northeast.

Mr. Stokes said 224 years for Northside High School and 19 for Northeast.

Commissioner Booth said how many times has the one been repaired at Northeast

Mr. Stokes said Northeast, to the best of my knowledge, this would be the third compressor I that unit.

Commissioner Booth said throwing good money after bad. He said how about the other one.

Mr. Stokes said the chillers at Northside High School have been running at 50% capacity for, since June so I'd have to go back and find how long they were running before then but the best we've achieved since I've been here is 50% capacity.

Commissioner Booth said 50% capacity, how much efficiency is that wasting in the meantime.

Mr. Stokes said about 70.

Commissioner Richardson said Commissioner Booth just made my case. He said the gentlemen said you had a problem and you sent for the repairman to replace parts. He said now I have some personal knowledge of that Northside stuff and I'm telling you it's never been running right. He said you need a professional heating and air mechanical engineer to go over the thing and figure out what's wrong with it and I'm not voting for it to throw this money away. He said I want to sight a couple of things to you. He said the school came in to us about 5 or 6 years ago and they wanted $400,000 to fix the system at Washington High School and they couldn't tell us what they were going to do and they never had an engineer evaluation. He said when he finished he went away and they didn't need any money. He said the same thing happened at Northside, the grammar school, the drainage, the drainage, the drainage, they just needed $400,000 to make the problem go away but the Board couldn't tell us what they were going to do with the money. He said I insisted on an engineer. He said in both of those cases we saved a lot of money.

Mr. Cheeseman said to be very specific, and I appreciate your thinking, with this money we're going to buy a new chiller for Northside High School and repair the one at Northeast. He said to be very specific, so there will be no doubt in terms of what $316,291 pays for, we are buying a new chiller for Northside High School and repairing the one at Northeast so whatever confusion happened before my tenure, I'm just being very transparent, that's what we're going to do with the money.

Mr. Alligood said I'm assuming that you all are like us and you get your sales tax back at the end of the year.

Mr. Carawan said we receive the local portion but that's at the end of the year.

Mr. Alligood said so you've included the sales tax and as I understand it if you were to take the option with the expansion valve it would be $150,795 would be half of that because of the sales tax you would get back at the end of the year. He said the number you've got includes the sales tax, so we don't want to pay that twice.

Mr. Carawan said there again, pay the state maintains the 4.75% we would receive the 2%.

Commissioner Richardson said one of the things I would like to know is what is the projected fund balance for this year that the school system hasn't been operating. He said you have to have surplus funds, you've received COVID funds, you've received all kinds of things. He said I perceive this as another money grab. He said it's not budgeted and if it was budgeted, you had the opportunity, if that thing has been running at 50% capacity for 12 or 6 months, you should've had this in your capital budget and it wasn't in there so there's a lot of financial things wrong here and I can't understand how these Commissioners could possibly vote for this because it does not make financial sense, it doesn't make budgeting sense. He said you've had an opportunity in the budget several times to bring this up so this is money that you have, and you need to dig up, that I know you have the money.

Mr. Cheeseman said specifically I think you make a good point; I think we try to be very intentional with our dollars and I won't argue that point. He said our fund balance is projected to be $1.239 million. He said specifically answering your question, the reason I'm here this evening under these circumstances is I was encouraged to be here by this very Board and a partnership, specifically around facility use, and that's why I'm here this evening. He said I'm here because, specifically, the County usually helps the school system, specifically around facility needs. He said I'm not arguing that point, it just happens to be the case so with that we're just asking for your consideration and specifically the money would be used to purchase the chiller at Northside High School and to

repair the chiller at Northeast Elementary and any other thoughts on the matter, this is just what we're trying to do tonight.

Commissioner Richardson said I'd like one last go at what he just said.

Chairman Waters said one last one.

Commissioner Richardson said it may not be the last one because this is a lot of money. He said trying to shut people down is not advisable.

Chairman Waters said I'm giving you one last chance to ask a question.

Commissioner Richardson said well trying to shut people down and control this Board is not going to work Mr. Chairman. He said you did this before Mr. Chairman and I'm letting you know right up front it won't work this time.

Chairman Waters said go ahead and proceed.

Commissioner Richardson said what you just said, we give support when it's done in a professional way. He said that is with the engineer doing the study, making the recommendation so everybody can see what is going on and then we don't necessarily give support we've given a lot less support in the last four or five years than we have before simply because the school board couldn't justify their position. He said you've got a $1.3 million fund balance. He said this money that we're going to do tonight is going to come out of our fund balance. He said the people of Beaufort County are going to have to raise this money twice with you sitting on a nice fund balance, a possibly bigger fund balance than we even know about because of the COVID funds that has flowed through a lot of government agencies and I can't support this simply because you haven't used good management practices to come to where you are. He said you went out and bought something and after you bought it and it's been delivered you came to us for the money. He said you should've had an engineering study before this was done, before you made any moves.

Mr. Cheeseman said so I recognize your point that you've made multiple times now and I'll take it into consideration in the future to better our practices but considering this is where we are right now, we're going to need some support inside these buildings in a fair effort to look at supporting our facilities we're simply asking you to divide the cost and we appreciate your concern and with respect to our money management, our finance department was recently awarded with a state recognition for how they manage our fiscal use and we're very proud of that team and even more so, please understand that when you do receive COVID money there are typically deadlines associated with that money and that's not the kind of money that you just start throwing into a fund balance, it's not a keep-all. He said the state has done a very nice job of putting different kinds of budgets together that sometimes public schools don't even know it's coming until they drop so considering that we've been doing the best under the current circumstance and we really appreciate your thinking in sharing this cost and it would be very nice to use that money for something that touches students and teachers directly.

Commissioner Deatherage said you've got a problem right now; you don't have heat in one building and you have partial heat in another building.

Mr. Cheeseman said we're having issues, yes.

Commissioner Deatherage said you understand that it might be better to, going forward, to bring in an engineer to keep this system running correctly.

Mr. Cheeseman said I've listened to the point, yes sir.

Commissioner Deatherage said is it going to be a consideration come budget time, possibly.

Mr. Cheeseman said well yes but I speak on behalf of the Board and please know that hiring an engineer would cost money for that salary so there are a lot of different things that goes into funding school systems when using state and federal dollars.

Commissioner Deatherage said is it possible to go out and get an engineer, get a consultant.

Mr. Cheeseman said I'd be more than happy to talk to the Board.

Commissioner Deatherage said would you, and to site the source and keep it running proper because these chillers are awfully complicated, and I can't even begin to understand how they work.

Mr. Cheeseman said we're really excited that Mr. Stokes is now our director, he's got a really great attention for detail. He said the state and DPI specifically put together a five-year facility use study that's due back from the state in the spring. He said so when we take a look at that we'll have a better understanding of what our needs are, absolutely. He said in this current circumstance we're really excited that you're entertaining this concept.

Commissioner Deatherage said I understand, winter is coming and this is a winter day today.

Mr. Cheeseman said at the end of the day you're dealing with adults and children. He said I wouldn't be standing here if it were just an empty warehouse.

**Motion:** Commissioner Booth motioned to approve a $158,000 allocation to the School District to pay for the replacement chiller and repairs. Vice-Chairman Langley seconded.

Commissioner Richardson said how much money are you talking about.

Mr. Cheeseman said it is $158,140.50. He said its half the cost of the replacement and repairs.

Chairman Waters said so your motion is for $158,000.

Commissioner Booth said $158,140.50.

Ms. Radcliffe said that's with the sales tax, correct. She said we can deduct half the 2%.

Mr. Carawan said however you want to do it. He said if you would like us to refund it we can send you a refund or you can leave it out as well.

Mr. Alligood said Mr. Chairman if I could offer that the motion would say you will pay half the cost as requested by the school, less any applicable sales tax return.

Ms. Radcliffe said I would recommend the same thing because really, on the first bid from Brady I am not getting the sales tax to come out to the correct amount.

Mr. Carawan said we've had issues with our vendors in the past, so we did that and then we're not beholden to the sales tax amount.

Ms. Radcliffe said I think they've shorted the sales tax about $6,000.

Mr. Carawan said we will doublecheck it.

**Amended Motion:** Commissioner Booth motioned to allocate half the cost as requested by the school, less any applicable sales tax return. Vice-Chairman Langley seconded.

| Yes Vote | No Vote |
|---|---|
| Chairman Waters<br>Vice-Chairman Langley<br>Commissioner Booth<br>Commissioner Deatherage<br>Commissioner Rebholz<br>Commissioner Walker | Commissioner Richardson |

**See Addendum 3**

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**Master Agreement/Contact, Soil and Water**

Ms. Ann Williams said the first thing before you tonight, and before I start a have a district technician with me tonight, Nathaniel Woolard, if there are any questions. She said the master agreement put before you tonight awards the Beaufort Soil and Water District it's matching funds, technical assistance funds and stewardship monitoring funds for swine farm buyout sites for program year 2021 from the Department of Ag and Consumer Services Division of Soil and Water Conservation. She said funds awarded total $28,777. She said the effective date of this agreement begins July 1, 2020 and terminates on June 30, 2023. She said amendments will be offered during fiscal years 2022 and 2023 to award additional matching, technical assistance and stewardship monitoring funds to complete the Master Agreement. She said all match requirements are satisfied through the districts 2021 budget. She said the agreement was approved by the districts Board of Supervisors on November 16, 2020. She said the district's board recommends approval of the agreement by the Beaufort County Board of Commissioners.

Commissioner Richardson said who puts up the match.

Ms. Williams said it's in our operating budget from Beaufort County.

Commissioner Richardson said didn't you all use your operating budget for some other stuff, the match.

Ms. Williams said there are things in the budget that it matches, the salaries, benefits, mileage, cell phone use, supplies, that kind of thing.

Commissioner Richardson said I understand but I thought that some other programs you had already matched. He said if you add up all the matches would it be more than what you're paying in salaries and supplies.

Ms. Williams said no.

Commissioner Richardson said all right, so how much money would that match be.

Ms. Williams said this match for this agreement, $28,777.

Commissioner Richardson said that's money we're not going to have to contribute any new money towards.

Ms. Williams said that's right.

Commissioner Richardson said they're just going to give us the money.

Ms. Williams said yes.

Commissioner Booth said is the swine buyout money.

Ms. Williams said yes sir.

**Motion:** Vice-Chairman Langley motioned to approve the master agreement. Commissioner Booth seconded. The vote was unanimous.

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**Contract for Phase IV Project, Stream Debris Removal**

Ms. Williams said through the 2016 Disaster and Recovery program the Beaufort Soil and Water District was awarded contract #17-175-4042 to remove debris from various waterways in Beaufort County. She said Phases I and II of the program were completed in 2018. She said Phase III was completed by R.D.C. Removal Construction December 2019. She said funds in the amount of $112,233.49 remained to be spent under the districts contract. She said the scope of work for Phase IV has been identified and approved. She said R.D.C. Removal Construction would like to complete Phase IV's scope of work and has offered to complete the work at the same rate per linear foot as they bid and worked during Phase III. She said under Phase IV, 42,900 linear feet will be completed at a total cost of $63,921. She said the Districts Board of Supervisors request that the Beaufort County Board of Commissioners approve moving forward with R.D.C. Removal Construction to complete Phase IV removal program.

Commissioner Richardson said isn't there about a $30,000 or $40,000 surplus in that.

Ms. Williams said once this is completed, I don't know that it's that much.

Commissioner Richardson said what do you intend to do with that.

Ms. Williams said we hope to identify other areas and spend as much of it as we can.

**Motion:** Vice-Chairman Langley motioned to approve awarding the contract to R.D.C. Debris Construction Removal. Chairman Waters seconded. The vote was unanimous.

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**Elections Director Overtime**

Mr. Jason Williams said I'm here with several of our Board members. He said I'm a member of the Board of Elections. He said we asked to have this item added to the agenda tonight because we have money that was allocated to us by the State Board of Elections. He said this money was given to them from the federal government through the CARES Act. He said if we don't spend this money, we will have to return this money to the state. He said we would like; our director Kelly Harris-Hopkins is here tonight. He said she's been our director for 19 years and as a director she is exempt from overtime rules and so she has not been able to receive any overtime in the past. He said because we have this money that if we do not spend, we will have to return, we would like to pay her a small portion of the overtime she has worked during this election cycle. He said according to our records she has worked a total of 450 hours of overtime from July 27th through the end of last month. He said that's 450 hours that are completely uncompensated. He said that is 173 hours more in overtime than she worked in the 216 cycle. He said now, we cannot pay her, I don't believe we can pay her as much as I'd like to for all 450 hours but I think that these Covid funds can be used, and should be used, to pay her for at least 173 hours which is, again, the increase over what she worked in 2016. He said the State Board of Elections has approved these funds to be paid in support of employee overtime so again, because she's an NC Director we need the Boards permission in order to pay that overtime to her. He said again, just a one time payment.

Commissioner Rebholz said is there any problem with the way the labor law is written to allow you to pay overtime to an exempt employee.

Mr. Williams said you mean the County policy to pay overtime.

Commissioner Rebholz said no, I'm talking about federal.

Mr. Williams said according to the CARES Act, no. He said the opinion issued by the State Board of Elections, it does approve these funds to eb used towards overtime.

Commissioner Rebholz said for an exempt employee.

Mr. Williams said yes. He said it doesn't specify exempt versus non-exempt. He said this is for everyone.

Commissioner Rebholz said we may want to check that because that is specified by federal law. He said I don't have a problem with it but I don't think you want to be spending money on something that is illegal.

Mr. Williams said again, that's my, all the county asked the State Board of Elections to give an opinion on whether we're allowed to pay employee overtime and as far as I know that includes directors who are otherwise exempt.

Commissioner Richardson said how much money are we talking about.

Mr. Williams said Ms. Hopkin's rate of pay is $30.67 per hour and so we're asking for 173 hours, actually it's 173.25 hours that she worked more in 2020 than she did in 2016.

Commissioner Richardson said how much is that in dollar bills.

Mr. Williams said at the time and a half, which everyone else gets, that would be $7,970.37.

Vice-Chairman Langley said in reference to Commissioner Rebholz question, if in fact there is a problem, but there is not a problem if you chose to do it as a bonus. He said is that possible.

Mr. Williams said I'm not sure. He said I would need my folks to provide some information on that.

Mr. Alligood said from a federal standpoint only, whether you're an exempt or a non-exempt employee you can pay an exempt employee overtime if you want, it doesn't matter. He said you just have to pay non-exempt employees' overtime. He said it would just be considered a benefit. He said you can do it, you can pay every exempt employee overtime if you wanted to you are just not required to by federal law, but you can.

Mr. Williams said again, these are monies we have to return to the State if we don't use them in some form or fashion. He said we have until the end of the year to do that and we just think from a fairness perspective, Ms. Hopkins did such a great job throughout the entire election cycle, we'd like to reward her for that.

**Motion:** Vice-Chairman Langley motioned to approve paying overtime in the amount of $7,970.37. Commissioner Booth seconded. The vote was unanimous.

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**Public Hearing, Hopkins Jarvis Lane**

**Motion:** Commissioner Rebholz motioned to open the public hearing. Vice-Chairman Langley seconded. The vote was unanimous.

Mr. Bryant Buck said the item on the agenda this evening is a petition to name a private road submitted by Charles Jarvis. He said to name an easement of approximately 390 feet in length. He said the subject easement connects with Muddy Creek Road in Beaufort County and is approximately 1,780 feet east of the intersection of South Creek and Muddy Creek Road. He said I did provide a map in your packet showing that location. He said the petition is being submitted because there will be a third address to be served by the existing easement which means a road name is required according to the addressing ordinance of Beaufort County. He said an advertisement was ran in the Washington Daily News on November 25th and December 2nd of 2020. He said notice of a public hearing were posted in the Beaufort County Courthouse, the Aurora Townhall and the Aurora volunteer fire station on December 1, 2020. He said Beaufort County E-911 ordinance requires applicants to supply three proposed road names. He said those submitted with the petition were listed in order of preference and staff, at this point, has determined the applicants proposed first name, Hopkins Jarvis Lane does not duplicate any existing road names, not do any sound-alikes exist to this Hopkins Jarvis Lane. He said staff recommendation is to approve the applicant's choice of Hopkins Jarvis Lane.

Chairman Waters said we did not have anybody registered from the public. He said is there anyone wanting to speak.

No one asked to speak.

**Motion:** Commissioner Booth motioned to close the public hearing. Commissioner Walker seconded. The vote was unanimous.

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**Public Hearing, Puppy Drum Drive**

**Motion:** Vice-Chairman Langley motioned to open the public hearing. Commissioner Rebholz seconded. The vote was unanimous.

Mr. Buck said the next item on the agenda is another private road name. He said the petition was submitted by Robert Weaver to name an easement approximately 1005 feet in length. He said the subject easement connects to Credle Road in Beaufort County and is approximately 630 feet east of Kelly Road, which intersects with NC Hwy 99. He said there's a map provided in your agenda packet. He said this subdivision, and I know it says it's being submitted because there's an application for a third address. He said that's one. He said there are three parcels that were just recently created through a sub-division approval process. He said per the Beaufort County Addressing ordinance, section 2, item E, new sub-division roads, whether public or private, shall be named after the sub-division approval process, so this meets that criteria. He said an advertisement was run in the Washington Daily news on November 25th and December 2nd per statutory requirements. He said notices were posted of a public hearing were posted in the Beaufort County Courthouse, the Bath Townhall and the Bath post office on December 1, 2020. He said the E-911 ordinance requires applicants to provide three proposed road names. He said those submitted with the petition are listed below in order of preference. He said you see Puppy Drum Road was number one. He said staff has determined that the petitioners first proposed name of Puppy Drum Drive does not duplicate any road names within Beaufort County, nor do any sound-alikes exist. He said at this time staff recommends approval of applicants first choice of Puppy Drum Drive.

Chairman Waters said we did not have anyone sign up for this public hearing. He said is there anyone here that would like to speak.

No one asked to speak.

**Motion:** Vice-Chairman Langley motioned to close the public hearing. Commissioner Rebholz seconded. The vote was unanimous.

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**Petition to Name a Road – Hopkins Jarvis Lane**

Chairman Water said now we're down to actually approving Jarvis Lane.

**Motion:** Vice-Chairman Langley motioned to approve Hopkins Jarvis Lane. Commissioner Rebholz seconded. The vote was unanimous.

**See Addendum 5**

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**Petition to Name a Road – Puppy Drum Drive**

Chairman Waters said the next one is Puppy Drum Drive.

**Motion:** Commissioner Rebholz motioned to approve Puppy Drum Drive. Vice-Chairman Langley seconded. The vote was unanimous.

Commissioner Walker said do each of these roads get a green sign.

Mr. Buck said they will have a green sign, that's correct.

Commissioner Walker said is it you that we see when a road has lost its green sign. He said Indian Trail on the west end, the sign is down and has been down for some time. He said you can see it, it's just down completely. He said it just kind of corroded off.

Mr. Alligood said is the sign there or has it been stolen.

Commissioner Walker said the sign is there it's just down.

**See Addendum 6**

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**Tax Assessor Settlement**

Mr. Bobby Parker said I've got two, William Kimball, Mr. Kimball offered, he had 4467,723 and we settled at $427,723. He said that's in Cypress Landing.

Chairman Waters said are we going to do them individually. He said is that what we should be doing.

Commissioner Richardson said you have to approve them separately.

**Motion:** Commissioner Richardson motioned to approve the settlement. Commissioner Walker seconded. The vote was unanimous.

Mr. Parker said the RHPE Rentals, LLC, we had an agreement of $455,000. He said that was the one from $523,695.

**Motion:** Commissioner Richardson motioned to accept the settlement. Chairman Waters seconded. The vote was unanimous.

**See Addendum 7**

**Comments to the Board, Tax Assessor**

Mr. Bobby Parker said I just wanted to say this will be my last Commissioners meeting. He said I've been to a number of them and Commissioner Richardson was the only one here when I came aboard. He said I've been here 27 years as a Tax Administrator. He said it's been a challenging and rewarding part of my career. He said three years as an appraiser and 24 years as the Beaufort County Tax Assessor. He said it was a difficult decision to make that I am making. He said I know I'm making the right decision. He said I'm going to miss my family at the Tax Office but I'm happy to be with my family at home. He said it's just one of the things that we, as a group, and I have a great group over there at the tax office, that in 2014, when we were moving along with the Farragut system. He said we won the Joseph E. Hunt Jurisdiction award for small jurisdictions. He said this is a very nice award to give to the County and it was given to Beaufort County for outstanding achievement in public service in the tax office. He said it was awarded by the North Carolina Association of Tax Assessors officers, November 30, 2014. He said when I came on I had, two of my staff members were already there. He said that took a lot off of me and they're still there. He said I'm looking forward to being at home with my family and my six grandchildren and my dog. He said my dog is going to take as much attention as my wife is. He said I think my job will be to take care of him. He said again, thank you Commissioners, thank you Mr. Chairman for the things you've done for the tax office and things you've done for me. He said more than you will ever know. He said I hope each and every one of you have a merry Christmas and maybe I'll slip in every once in a while for a Commissioners meeting.

Vice-Chairman Langley said Bobby, when I came here in 2000 I found you to be a good and honorable man and over these 20 years I can still say that today as you leave and I thank you for your yeas of service and it pleases me that you are leaving on your own terms. He said I think so many times, in any job, it is always good to leave on your own terms so may God bless you and Heaven always smile upon you and I will miss seeing your face.

Mr. Parker said I would also like to say to you, friend to a friend, that meant a lot.

Commissioner Booth said I would just like to say thank you for the job that you've done for the citizens of Beaufort County for, I think you said, 27 years. He said very seldom do you hear of people saying anything bad about Bobby and I can say honestly every time I've been by your office, and I've given you some hard times in there, I'll be the first to tell you I appreciate your friendship and I appreciate the job that you have done for the County and the citizens of Beaufort County.

Mr. Parker said Mr. Booth if you didn't give me a hard time, I wouldn't have enjoyed it as much.

Commissioner Richardson said I would like to say this for both Bobby and the guy that's coming in to try and fill his shoes, being Tax Assessor is not an easy job, it is not an easy job. He said the public needs to keep that in mind.

Mr. Parker said this year has been especially hard for me. He said I'm a person that gets stressed and having to be stressed the whole year with the virus or someone's going to come in with the virus and we're going to lose time and we're going to have to shut down and have to catch back up. He said it's been an awful year for me, and I think it's a good year for me to get out. He said I turn 85 next year and I've worked 61 ½ years without taking a break between two jobs so I know it's time for me to get out. He said there must be something besides work out there.

Commissioner Rebholz said Bobby, I can't talk about knowing you 20 years ago but I can tell you that in the times you and I have interacted, but I can tell you, first of all it's very unusual for somebody to stay in one position for 27 years in one job. He said the fact that you layered this onto a previous job that was very long is just simply amazing and speaks an awful lot about your capabilities and your commitment to service so I just want to say thank you for all you've done.

Mr. Parker said I left Rolla, Missouri where the US Ecological Survey Headquarters were at 3:00 in the afternoon and they gave me a nice luncheon. He said I drove back to Saint Louis, took an airplane, got back into Raleigh at 10:00. He said I came to the tax office the next morning and at that time we opened at 8:30 and I got there a little early and the lady ran me out of the tax office. He said that was the first day, so I went out and sat on the steps at the courthouse.

Commissioner Deatherage said Bobby, it's been wonderful having you here. He said I've appointed you many times. He said I was here in 1996, it was my first term.

Mr. Parker said I came here in 1993 as an appraiser.

Commissioner Deatherage said as an appraiser but when you were appointed the assessor I was there. He said Commissioner Richardson was on the Board, he was new, he was my junior. He said as difficult and I appreciate you doing the job and speaking to that we still have a thing to settle between you and me, those five parcels, present use.

Mr. Parker said you need to come over and do your application, which you never did do.

Commissioner Deatherage said I did my application three years ago.

Chairman Waters said we better move along here.

Commissioner Walker said Bobby, I hate that my first day is your last day. He said I was certainly looking forward to working with you but I can tell you, we've spent a lot of time in closed session standing over in that little room over there and spent a lot of time at Mom's grill.

Mr. Parker said we straightened out a lot of things.

Commissioner Walker said we sure did but nobody listened to us, but you left the County better than you found it.

Mr. Alligood said you may have seen it but just to let everybody know, Mr. Parker was featured in the North Carolina Association of County Commissioners quarterly magazine this quarter. He said a really nice article on him and the work he's done with the Farragut system and his years of service as well so if you haven't seen it please take a look at it.

Chairman Waters said thank you for everything you've done for the County. He said one of the ways that I measure an individual is based on the number of calls and complaints I get as a Commissioners and I've had very few and the few that did have something to gripe about I've called you immediately and set up an appointment and you've been able to satisfy them. He said I think that's pretty important as an elected official to be able to satisfy the citizens. He said sometimes the news may not be very good, but I think they're entitled to have that interaction so best of luck to you and tell Mr. Salter it's not always this easy as it is tonight.

Mr. Parker said he's going to be just fine. He said one more time I would like to thank all of you Commissioners for what you have done and it's been a pleasure and I am leaving on my own terms so thank you again.

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**Discussion of Settlement of Property Tax Case**

Mr. Francisco said this is another case that we have before the Real Property Commissioner. He said in fact it was, we were supposed to be up there at 10:30 this morning and we hopefully have settled this if you all approve

it tonight. He said this case is an unimproved lot at Hickory Point Lands subdivision. He said the tax value was determined, and you confirmed this when they first appealed it at $82,993. He said the value of the land was valued at $78,000 and there was a value of riprap, or the rocks, of $4,993. He said the subject lot is adjacent to the owner's other lot which has improvement on it. He said the purchase price in 2019 was $46,020 for the subject lot. He said the Tax Assessor says he can settle the case for a total of $46,020 and he recommends that. He said I recommend it to you. He said I have notified the Real Property Commission that I believe we have a settlement but that I had to get it approved tonight so that's what I recommend to you.

Commissioner Richardson said I need to disclose something. He said I did the survey for Buslinger on both of these lots. He said if you think I have a conflict I won't vote on this but if you want me to vote on this, I can give you my expertise.

Chairman Waters said I guess the question is are you getting any cash in this transaction.

Commissioner Richardson said no sir.

Chairman Waters said do any of the other Commissioners feel like there's a conflict.

No one spoke.

**Motion:** Commissioner Booth motioned to approve the value of $46,020. Vice-Chairman Langley seconded. The vote was unanimous.

**See Addendum 8**

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**Bid/Offer to Purchase Property**

Mr. Francisco said we have two other parcels of land that we have offers on. He said these are properties that have already been sold and the County had to buy them in. He said the exercise is to get them back on the tax rolls. He said this is the initial for both of these with a bid amount of $200.00. He said the same individual made that bid. He said as you probably know, what frequently happens is someone comes along and raises the bid and we end up doing better than what was originally offered, which is $200.00 each for those parcels. He said if you want any more information on that I can give it. He said I would recommend approval of that so we can move on and get those back on the tax rolls.

**Motion:** Vice-Chairman Langley motioned to approve accepting the starting bid of $200.00 for each parcel. Commissioner Rebholz seconded. The vote was unanimous.

Mr. Francisco said let me also say that I've enjoyed working with Bobby for the last, I've lost tracked how many years I've been here, not many but he's just a great guy to work with.

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**Permission to Advertise and Fill Three Positions, DSS**

Ms. Melanie Corprew said tonight the Department of Social Services is requesting to advertise and fill a Social Worker I/A & T position and two Social Worker III positions. She said we're requesting to be able to advertise all three positions in the month of December. She said currently only one of them is vacant but the other two will become vacant by the end of December. She said they do protective services and there's a lag time for getting the positions filled and then getting the people trained so we're just trying to save some time and go ahead and get them posted. She said the other two positions are Social Worker III positions in adult services. She said one of

does full-time protective services for adults and the other one provides case management for the state/county special assistance cases and they, probably all three won't start until after January 1st.

Commissioner Richardson said these are vacant positions that are all budgeted.

Ms. Corprew said one is vacant right now, they're all three budgeted. She said the other two will become vacant by the end of December.

Commissioner Richardson said do you remember what the percentage of pay is that is paid by the feds or whoever for these positions.

Ms. Corprew said I don't know off the top of my head but the child welfare one is paid by a different, all different federal and state funds and we do charge part of that to our MOE if we need to. She said the adult positions, some state funds but very limited state funds that turns into county funds. She said I don't know the percentage.

**Motion:** Vice-Chairman Langley motioned to approve advertising and hiring for the three positions. Chairman Waters seconded. The vote was unanimous.

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**Budget Amendment, EMS Medical Cost Settlement Distribution**

Mr. Carnie Hedgepeth said first of all a budget amendment. He said it's actually for the EMS Medicaid cost settlement distribution. He said the County, if you would look at the attachment that came along with that agenda item. He said Ms. Radcliffe fixed this attachment and I'm going to use it to kind of explain how we came up with the numbers here. He said as you know, we apply for Medicaid leftover money, you might would say, that is called the Medicaid cost settlement. He said we were able to apply on behalf of Beaufort County EMS and the five departments, everybody in the County, with the exception of Washington. He said Washington applies for their own. He said this is for the 2018-2019 year. He said we sent out requesting specific information, we got that information back and we coordinated the application through Maximus and then those funds have been received. He said the County was awarded a total of $447,586. He said if you break that down, the percentage that the state program tries to get back, Medicaid tries to get back, is 67%. He said of that $447,586, the way the program is set up it is to be your departments annual cost of operation and then per Medicaid only call. He said so if you look in the middle of the chart, I'll use Beaufort County as the first example, there were 247 Medicaid only calls, times the cost per trip. He said that cost per trip is taking the departments annual cost, divided by the number of total trips per year so you will see that's different for each department. He said so 247 times the cost per trip would give Beaufort County the $338,732.33. He said excuse me, Medicaid only cost per trip times 67.27% gives us the $338,732. He said that was done for each agency that you see and if you notice, the total of that comes up to be $528,195 but we didn't get that much money so we took the percentage they said we would be based off of. He said the difference in that money has already been received from billing. He said we have received some money back, as an example, a $500.00 transport bill, Medicaid might decide I'm going to pay $150.00 on that so we're going after the leftover money of that. He said so there were some cost to the County. He said if you look under the amount to distribute and then I'll bring it all together. He said total fuds from the state, $447,586. He said we used Maximus to actually write the application for us, that was a $1,000 charge to the County. He said we added a 5% County Admin fee for the total coordination of things, both through our office and especially finance, and then the program is through the NC Association of County Commissioners and they just hit us with a percentage fee so when you look at those fees together we take the total we received, which was $447,586, minus those fees, gives us a total amount to distribute of $410,778. He said is everybody with me. He said if we go back now to the center where it says transports, we take Medicaid only, which, for Beaufort County was 247, times the cost per trip, times 67.27%, gave us $338,000 but we didn't have that much money so Finance did an equal drop-down ration, which would be comparative for everyone. He said so the final recommended numbers that you see before you is Beaufort County, for it's trips, would receive $263,432.60. He said Chocowinity, $43,958, Aurora, $38099.85, Broad Creek, $60,299.11 and Pinetown, $4,988. He said now, the County, just for clarification, that

would be each departments allocation. He said if you look at the distribution total at the very bottom, it's our prorated share, which we just did the calculation on it which is 263,432, plus those admin fees, the $1,000, the 5% would come up to a total of $285,811.90. He said my request is to approve budget amendments which would allow us to disburse in those amounts to all agencies.

Chairman Waters said you may not know this answer but maybe you could get it and come back to us. He said when you look at the number of calls for Medicaid, it's 14% of the total. He said is that kind of what we see statewide.

Mr. Hedgepeth said when you say 14% of the total.

Chairman Waters said 594 Medicaid only calls divided by the total is 14%.

Mr. Hedgepeth said so what we have from our billing company, they do a breakdown, is you have Medicaid only, Medicare only, Medicare/Medicaid and then other insurance. He said I could get you that exact breakdown. He said they would only allow us to utilize this program with Medicaid only so there's other calls that are Medicaid related, Medicaid/Medicare or Medicaid partial with other insurance. He said we couldn't utilize any of that data, it had to be Medicaid only.

Commissioner Rebholz said under total trips, is that emergency, non-emergency.

Mr. Hedgepeth said for everyone except Chocowinity it is emergency trips. He said Chocowinity operates a non-emergency truck as well and up and to this current year their budget, their operating budget has been both of those. He said they operated in different ways, but they operated under one budget. He said this program will only be applied to emergency costs so if you look at Chocowinity's total trips of 1575, first you take the non-e transports out and you work it down to Medicaid only and that's how you got the 114. He said so for everybody other than Chocowinity it's emergency trips. He said Chocowinity's number is two different kinds of trips. He said that will be getting improved in the next year because we've asked that to be separated.

Commissioner Rebholz said okay, can you help me understand Beaufort County's cost per trip compared to the other agencies.

Mr. Hedgepeth said yes. He said in going forward we've given everybody the opportunity to show us their operating budget. He said remember for Beaufort County, we have the responsibility of managing the EMS system for the entire County. He said that's one function and then we do, we actually provide that out of our three transport trucks and our two QRV's so there's complete operating budget, which puts the EMS system in place by general statute, which helps go towards our EMS oversight and everything but there's that and admin piece of keeping our system plan up and all of that. He said then there's the providing of the emergency calls themselves so when you look at our total operating budget, so it is everything for EMS in our operating budget. He said just as the other departments took their operating budget, which would be per department and put that in place but ours would be more expensive because we're doing two tasks with that but the tasks are still associated to emergency medical services.

Commissioner Rebholz said so the cost of a trip includes all the administrative stuff that the other agencies don't have but the reimbursement is based on the number of trips, not total cost.

Mr. Hedgepeth said it's everybody's total cost. He said our total cost is just more because as the County we have the responsibility.

Commissioner Rebholz said do you think that's fair doing it that way. He said obviously you do but other agencies aren't getting that share of the reimbursement for trips.

Mr. Hedgepeth said everybody is getting a share, the exact share compared to their operating cost.

Chairman Waters said if you take the cost for the quick response unit, and I'm trying to recall but it's roughly $500,000.

Mr. Hedgepeth said QRV's are $250,000.

Chairman Waters said a piece.

Mr. Hedgepeth said operating a QRV for the County is $250,000 and an EMS truck is $500,000.

Chairman Waters said okay, and we have two of them and that's $500,000 and that really provides additional resources to people like Pinetown, Pamlico Beach so if you take that $500,000 and you divide it by the County's $150,018, that pushes our cost up by $329.00 per trip. He said If you take $500,000.

Commissioner Rebholz said but that's all part of the total.

Chairman Waters said I thought your question was centered around the cost of the trip, why it was higher for the County.

Commissioner Rebholz said yes, I mean, Chocowinity's got one of those too. He said so does Broad Creek.

Mr. Alligood said Mr. Chairman also, because of the administrative function that the County provides for the whole system these squads are now eligible for that reimbursement. He said they would not be eligible for that reimbursement if it were not for the County. He said this is new money for them that they have never gotten before and would not be eligible for if they were not operating under our structure.

Chairman Waters said this is one thing that the consultant, when we had the study done, pointed out to us that this was one of our shortcomings, the way we operated. He said this money was being left in Raleigh.

Mr. Hedgepeth said I think, Commissioner Rebholz, the more efficient you run the less money you get back. He said that's how the system is set up, that's how the Medicaid cost system is, just on your operating cost.

Commissioner Richardson said trying to get the logic out of that, it's not there in Medicaid.

Mr. Alligood said a second comment on that, to play with that, this is not guaranteed money every year so if someone were to say I'm going to be inefficient so I get more money, that would be the year they wouldn't have any money so it's in everyone's best interest and it's in ours as well, to be as efficient as you can with your operations.

Commissioner Richardson said this is still subject to the Medicaid audit right.

Mr. Hedgepeth said the audits have been completed so we're ready for disbursement.

Commissioner Richardson said well yeah, as far as we know the audits are complete. He said you never know whether audits are complete or not. He said you could be sitting in here one night having to roll some of this money back. He said I doubt it but it's possible. He said the state is mentioned over and over in here. He said is this because the state of North Carolina administers the Medicaid funds for North Carolina.

Mr. Hedgepeth said these are North Carolina funds, it's remaining funds that North Carolina allocated for this years North Carolina Medicaid.

Commissioner Richardson said right, and the check comes from the State.

Ms. Radcliffe said yes.

Commissioner Richardson said and the audit comes from Columbia South Carolina.

Ms. Radcliffe said the audit was done by the North Carolina Department of Health and Human Services.

Commissioner Richardson said right but there are other audits out there is my point.

Ms. Radcliffe said I'm not aware of any additional audits.

Commissioner Richardson said I am, I am, been there and done it. He said the other question is, it sounded like if there's a split payment on a trip that you make, for instance if there's a trip and something paid part of it, Medicaid paid another little part of it, that you can't use those as a trip, that is in the number of trips you made here.

Mr. Hedgepeth said we actually originally utilized those numbers and the audit made us remove them.

Commissioner Richardson said made you remove them on the combined pay.

Mr. Hedgepeth said yes, they had to be Medicaid specific.

Commissioner Richardson said exclusively Medicaid.

Mr. Hedgepeth said we had those numbers in and were asked to remove them.

Commissioner Booth said like those people with supplements. He said if they use your service they can't use those towards the payment.

Mr. Hedgepeth said sure they can. He said this has nothing to do with what the patient can or can't do, it's just what we can get.

Commissioner Richardson said I have one more question. He said the total number for the total cost of EMS was $5.3 million. He said is that number going to change from other expenses. He said are there other things that should be in here.

Mr. Hedgepeth said for the 2018/19 year that is what the numbers are, the is the total number provided.

Commissioner Richardson said we've been trying to get that number for three years.

Chairman Waters said this is a calendar year we're talking about.

Mr. Hedgepeth said it's a budget year, a fiscal year.

**Motion:** Vice-Chairman Langley motioned to approve the budget amendment. Commissioner Booth seconded. The vote was unanimous.

Mr. Hedgepeth said I would just like to thank our finance director. He said she and her staff have put a lot of work into getting these things together in the whole system and getting it to that place.

**See Addendum 9**

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**Permission to Advertise and Fill one Full-Time Position**

Mr. Hedgepeth said second item before you, with an opening in our EMS department. He said we have one full-time opening that we are requesting to fill. He said the opening is vacant now. He said it was a leadership position,

it was a Captain position that resigned so I'm only asking to fill to our full-time number but with that I want to replace the Captain, which would probably be an internal promotion. He said we will advertise it outside, per County policy. He said if it's filled within, I want to be able to fill the vacant position or hire that person from the outside.

Commissioner Booth said will it increase your number.

Mr. Hedgepeth said I think your question is increase our numbers, this would keep our FTO's at exactly the numbers we've had posted.

Commissioner Walker said when you have a person leave do you do an exit survey.

Mr. Hedgepeth said yes. He said we try, I say yes. He said we schedule it with Human Resources and we try to get that person in before they actually leave. He said there are times they actually leave before that happens but when we get the official notice, the correct amount of time we try to get them in to do it.

**Motion:** Vice-Chairman Langley motioned to approve the advertising and hiring of the position. Chairman Waters seconded. The vote as unanimous.

Commissioner Booth said I would just like to thank the young man right here who's doing such a good job getting us the information about Covid-19. He said you do an exceptionally good job every day.

Mr. Chris Newkirk said you're very welcome. He said there's a lot of people working behind the scenes to make this run smoothly.

Commissioner Booth said your name is on the e-mail so if anything goes wrong it comes back on you.

Mr. Hedgepeth said you have been getting an e-mail on it with Mr. Newkirk's name on it for 267 days, but it does represent a large team working all across the County.

Chairman Waters said I usually do a little daily thing and hit some of the highlights and when they start asking questions I tell them to go to your page.

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**Update of the 5/C ENC Cannery Project**

Mr. Martyn Johnson tonight what I would like to do is bring you up to speed on the 5C, NC Cannery project we've been working on. He said Alphalife Enrichment Center are the ones that are establishing the cannery. He said the first point is that the cannery is going to be an industrial facility serving farmers and citizens who can excess produce. He said I think in the past we've talked more about it being a facility that individuals could use. He said individuals can bring produce to the cannery, but it will be the cannery staff that will process it. He said this is done to avoid situations where you might have some contamination from individual citizens not knowing quite how to use the facility and also to make the facility more efficient. He said unfortunately the funding program we were going to use before, which was the CDBG program, the money was moved out of that so they closed the program however we have been told that potential, with new federal programs that might be reopened so we are to continue our work. He said there are other sources of funding as well that we will be going after. He said the project, the cannery will employ about 5 full time people. He said the average pay is $35,000. He said under the CDBG program we were targeting those jobs to low income individuals, which we will continue to do given the purpose of the cannery. He said there will be one manager and one supervisor, three operators and supplemental staff as needed. He said again, the scope of the project is to serve low and moderate income families, farmers and low to moderate income communities through sustainable and accessible farming. He said the estimated cost is $1.3 million and the concept is to have a vertically integrated operation, not that the cannery would own everything

but to work with the farmers to improve their revenues, the cannery cans the produce and then sold to various things like churches, schools, food centers, co-ops, etc., so you're kind of working on both sides of the food issue. He said over the fall we had a Rise 29 team from ECU create a business plan for the cannery and also because of the grant situation we got them to put together a grant directory for any grants that would be applicable for the 5C cannery. He said we've also put together a list of equipment needed, plant layout, building and site, which we're trying to finalize. He said one issue on the site is we did want to put it over by the airport in the opportunity zone. He said unfortunately due to the nature of the project, the industrial nature, having semi-trailers on airport road was not, the airport didn't like that idea, nor did the city. He said so we're looking at the industrial park at the moment to potentially have a site there, which is more advantageous for using semi-trailers. He said also, we're working with a lot of other institutions to get their guidance and intuition about this project. He said the North Carolina Department of Public Health, the North Carolina Department of Agriculture, NC ANC University, Mid-East Commission and NC State University, all of which have various professional resources that we can make use of. He said the ALEC Board of Directors will work as the cannery Board but at this moment a Board of advisors is being put together of technical and legal to be able to assist them in the operation of the cannery.

Commissioner Walker said what types of vegetables will be done at the cannery.

Mr. Johnson said every type. He said it just depends on the season. He said everything from beans and broccoli to corn. He said it's basically looking at the vegetables that are grown in this area and then canning them and actually trying to do a better job than in the stores. He said in doing our research we found out that an average can in the stores only has 65% vegetables so we're going to try and improve that.

Commissioner Walker said would the labeling be promoting Beaufort County.

Mr. Johnson said it could. He said at the moment it's got the 5C Cannery label on it but Beaufort County is one of the five counties. He said the facility will be located here and we assume that the people applying for the jobs will be from this area.

Commissioner Richardson said I'd like to raise one issue. He said the ALEC board of directors will serve as the board of directors. He said the County is going to have over $1 million of liability in this. He said I really think we should have a Commissioner on this. He said we need somebody from the County to look after the County's interest in this thing.

Mr. Johnson said if the CDBG program reopens then yes, I think that's fair.

Commissioner Richardson said so when the time comes, I realize this is not the time, you're not far enough along but I think it should have it's own board of directors, which can be the ALEC board plus our representatives or representative, whatever we decide to do.

Mr. Alligood said Mr. Johnson and I have had this conversation, but I do need to say to the Board that I have some concerns about the structure of the program. He said the County, if we get into a grant situation, which was discussed at the last meeting by Commissioner Richardson, the County is on the hook for that and the concern is that there be a way to claw those funds back if there is an adverse situation. He said the concern I have is that right now, the way it's structured, the non-profit doesn't have any money in this thing, it's all grant money. He said we don't have anything to claw back if we're clawing back against a non-profit LLC that has no assets. He said I would suggest that if we move forward the County ought to own the land and the County ought to own the building if we're on the hook for it. He said there are some things we can work out along those lines. He said my concerns, again, are if things go south, we always have to look for that, we don't anticipate it but it's the right thing to do on our due diligence is to make sure there's an exit strategy and an exit strategy would be that there's a building there that's owned by the County because you're on the hook for it. He said now if the non-profit, the LLC want's to personally guarantee for those funds then I think that's okay, like we've done with other companies where they've said yes, we're an LLC but we're going to personally guarantee the money, you've just got to make sure the County is covered in an opportunity like this.

Mr. Johnson said would the County deed back to ALEC once the risk is no longer an issue.

Mr. Alligood said as you and I discussed in our meeting, I would see the County entering into a long-term lease agreement with an organization that would ensure the facility would be available and if something were to go south, I don't think with the County being on the hook, giving property away is the way to do that.

Commissioner Richardson said we could do a deed of trust on the whole thing because we're going to have to pay for the whole thing if it goes south then we'll have to reorganize it and do whatever we would like to do.

Mr. Johnson said you'd only be liable for the CDBG for about three years and once that's gone then you have no liability once the North Carolina Department of Commerce signs off on it. He said so I could see the County holding the deed of trust for those three years or five or whatever.

Commissioner Richardson said but we would still have equity in it.

Mr. Johnson said you don't have equity in it, the state grant would be the equity.

Commissioner Richardson said it's a state grant, but we've put up some land that we haven't been paid for.

Mr. Johnson said the land is in the state grant.

Commissioner Richardson said I know but who pays for the land.

Mr. Johnson said the grant would pay for the land. He said all of the cost would be included.

Commissioner Richardson said this only becomes a problem if it heads south.

Mr. Johnson said right and I'm just saying that I agree with Mr. Alligood, but I think there needs to be a point, at some point that the County, if they're not effected, that it should pass back to ALEC, in this case.

Commissioner Richardson said well I'm looking at longer than three years.

Mr. Johnson said right but I don't think it should be infinitum because then you've got all the, like I have with the skill center, you've got all of the maintenance so I think for the first three to five years you can decide that yes, to cover your risk but I would think at some point you would want to, not get rid of it but get rid of the responsibility of maintaining it.

Chairman Waters said one of the things I've seen done is they could sign an agreement not to pledge those assets as long as we're on the hook. He said that way you keep them from putting a mortgage on it to somebody else.

Commissioner Richardson said us putting a mortgage on it would take care of that.

Chairman Waters said I don't know whether the grant program would allow somebody to have a first mortgage on it on a trust.

Commissioner Richardson said we've done it before.

Mr. Johnson said I think the concern is that ALEC has no money and they're only asset is the building and the equipment. He said I think the concern, like Mr. Alligood is saying, is something that is very explicit that we own it already, that going through a lawsuit and all that would be difficult. He said so I agree with him that initially, it probably should be owned by the County if we get a CDBG but at some point it should convert back once the County is not at risk, revert back to ALEC.

Commissioner Walker said do you have a physical place in mind.

Mr. Johnson said yes, do you know the industrial park, so you know where INT now is. He said it's basically right across the street on the corner. He said the lot actually works out well because you could have the building on one side and then parking. He said there's a ditch in there that you really don't want to deal with.

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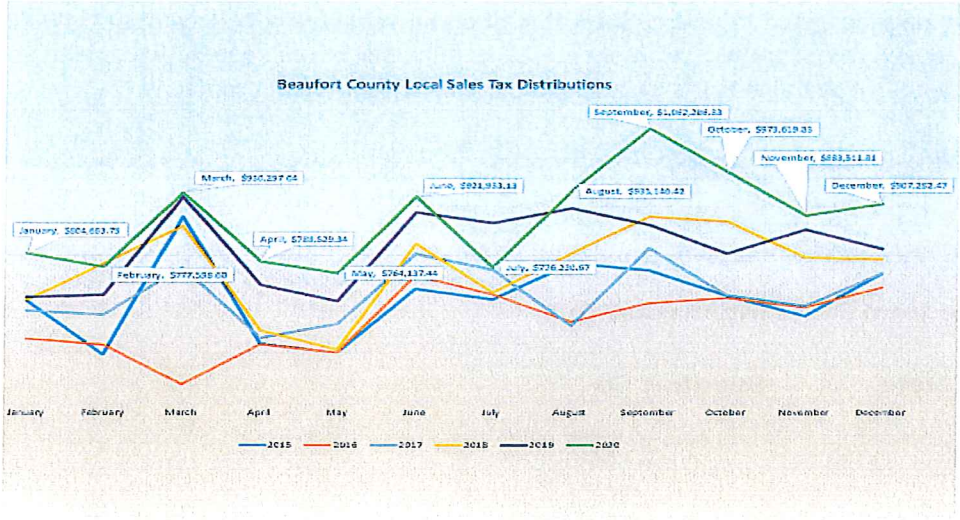
**Finance Report**




Ms. Anita Radcliffe said I'm going to start off, as we do each time with sales tax. She said it's been kind of up and down for us. She said you can see this is the chart we've been using for the last couple months that shows the last six years of sales tax collections for Beaufort County. She said she said that green line that predominantly runs at the top is the most recent year, calendar year 2020 and we just got notification of our September sales distribution that we will receive later in December. She said it is going to be $907,282 so sales tax still running really high. She said I can't really explain it, it doesn't make a lot of sense to me but we're happy that it's where it is.

## Sales Tax Revenue
## Budget to Actual Comparison

Month's Sales (during COVID)

| | FY 19-20 Actual | FY 20-21 Budget | FY 20-21 Actual Revenue | Difference |
|---|---|---|---|---|
| July | 804,652 | 603,489 | 973,620 | 370,131 |
| Aug | 854,427 | 640,820 | 883,512 | 242,692 |
| Sep | 814,734 | 611,050 | 907,282 | 296,232 |
| Oct | 804,684 | 603,513 | | |
| Nov | 777,599 | 583,199 | | |
| Dec | 930,297 | 697,723 | | |
| Jan | 788,529 | 709,676 | | |
| Feb | 764,137 | 687,724 | | |
| Mar | 921,933 | 800,215 | | |
| Apr | 776,231 | 823,763 | | |
| May | 933,146 | 852,315 | | |
| Jun | 1,062,286 | 820,304 | | |
| | 10,232,656 | 8,433,790 | 2,764,414 | 909,055 |

Ms. Radcliffe said this is a schedule here of a budget actual comparison just to see if we're running a surplus or deficit when we compare the actual collections to the budget and of course we've only got three months of actual collections listed. She said that's because, if you remember, I remind you all each time, there's a three-month lag in the sales tax collections so even though it's December we've only collected July, August and September sales tax. She said as you can see, we're running a good difference in surplus of $909,000 for those first three months of this fiscal year. She said this also demonstrates, as I mentioned to you last month about the severe cuts we made to the budget for sales tax. She said if you'll think back to February, March, April, May timeframe of this year when we were actually developing the budget it was the very start of the pandemic. She said we did not know what sales tax was going to do. She said we thought it was prudent to listen to the economist and decrease our sales tax numbers, our budgetary numbers by 20% to 25% so you can see for July, even though we collected $804,652 the previous year we only budgeted to collect $603,489. She said we actually collected $973,000 so we're running a big surplus there and these surpluses are what makes us think that we can hopefully come to you in January and do something about that pay plan that's been hanging out there for several years now.

**Sales Tax Revenue**
**State-wide verses Beaufort County**

Percentage Change from Same Month Last Year

| Sales Month | State | Beaufort Co |
|---|---|---|
| April | -13% | -10.5% |
| May | -4% | 4.0% |
| June | 11% | 23.0% |
| July | 10% | 21.0% |
| August | 2% | 3.4% |
| September | 12% | 11.4% |

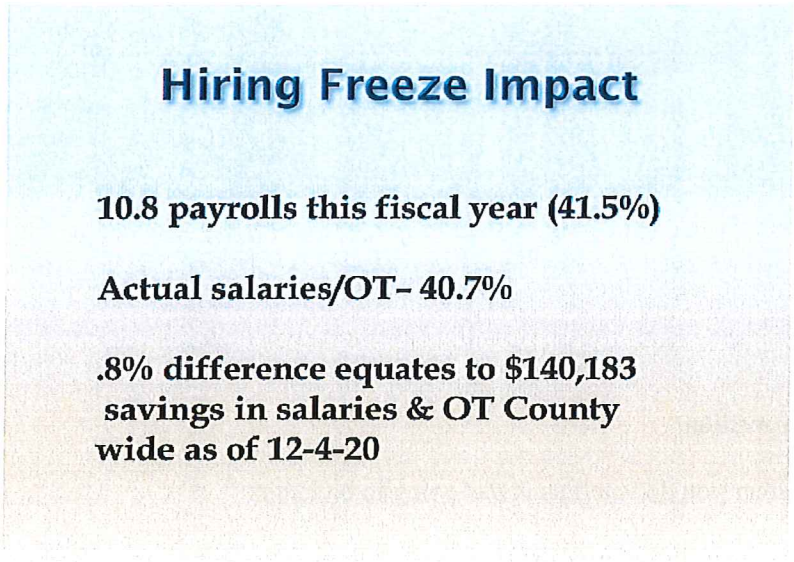
Ms. Radcliffe said so I have also been tracking our performance against the state just because I think it's interesting. She said little old Beaufort County, we've outperformed the state every month during this pandemic in our sales tax, except this last one, we're slightly less, which is a good thing.

**Ad Valorem Tax Collections**

Ad valorem Tax Collections through November

| 11/30/2019 | 11/30/2020 |
|---|---|
| 12,111,992 | 12,925,120 |
| 32.9% | 34.6% |

Ms. Radcliffe said ad valorem taxes are starting to roll in very nicely. She said we make most of those collections in December, first week of January but we do have some collections in November so I thought I would take a look at what our collections are through November 30th of this year compared to November 30th of last year and you can see that we are slightly ahead where we were at this time last year. She said that's another good indicator for us that we're going to hit our budgetary revenue numbers because remember, sales tax and ad valorem taxes are 65% of our budget, of our revenues, so we can get some, we can get the small ones wrong but if we hit these and make our numbers we should be in really good shape.




Ms. Radcliffe said the last slide I have to share with you tonight is I was trying to see if I could figure out what impact the hiring freeze has had on our financials and it's been a challenge in the sense that I really don't know, we have realized savings, let me run through the numbers. She said first of all we've had 10.8 payrolls out of 26 payrolls this year, which is 41.5%. She said that's where I would expect us to be as far as spending for our salaries and benefits and we are at 40.7%. She said so that 0.8% equates to about $140,183 in savings in salaries and overtime for the County. She said the thing I'm struggling with is how much of that is truly related to the hiring freeze and how much of that is just normal attrition that we have in lapsed salaries due to employees leaving that we have every year. She said so that's the thing that's very difficult for me to measure however, it's good news that we're running slightly below budget on salaries, overtime and benefits and we will realize a little bit of savings there to add that to fund balance.

Chairman Waters said would you mind emailing those graphs to us.

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**Temporary Part-Time Employee - Finance**

Ms. Radcliffe said my second item is on page 283 of your agenda. She said I'm here tonight requesting that you allow me to continue the use of a temporary part-time employee due to the Finance Department being down two staff members. She said normally the Finance Department has a staff of seven. She said we currently have five and that's due to one employee being out on medical leave and the vacancy I've had in the staff accounting position since June. She said it's a really busy time of year for us. She said we are looking at starting our year end reporting, we've got to do W-2's, 1099's, there's been a whole lot reporting relating to CARES funding and I just really need this part-time person to assist us and fill this gap that we have by having this vacancy and the employee on leave. She said this is an overall savings to the County. She said in lieu of filling the staff accountant and using this part-time person the County will save over $22,000. She said the part-time person is not absorbing the work of those two employees by any means. She said I've had to ask my staff to do a lot more work than they would normally be required to do. She said I've asked them to do work outside their normal duties and they've all stepped

up and done that really nicely and I'm really proud of them and I'd like to publicly thank them for that but I do feel like we need additional help that you've allowed to have for the last 12 weeks. She said I need you to continue to do that.

**Motion:** Vice-Chairman Langley motioned to approve a temporary part-time position for the Finance Department. Commissioner Rebholz seconded.

| **Yes Vote** | **No Vote** |
|---|---|
| Chairman Waters | Commissioner Booth |
| Vice-Chairman Langley | |
| Commissioner Deatherage | |
| Commissioner Rebholz | |
| Commissioner Richardson | |
| Commissioner Walker | |

Ms. Radcliffe said it was 6 to 1.

Commissioner Booth said I voted against it.

Ms. Radcliffe said would you rather I fill the position.

Commissioner Booth said no what I would rather you do is tell us it was going to be longer.

Ms. Radcliffe said I probably didn't do a very good job of explaining myself. She said the initial first 12 weeks was to cover my medical leave and I'm back and I had no way of knowing I would have another employee out on medical leave.

Commissioner Booth said well still you told us 12 weeks.

Ms. Radcliffe said next time I will ask for it in perpetuity.

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**CARES Act Funds Distribution to Remaining Municipalities**

Mr. Brian Alligood said as you are aware the County received what's called CARES Act funding that's passed down from the federal government to the state government and the state allocated that out. He said initially the County received a disbursement, then there was some work at the state level to put out some additional money and there was a requirement that 25% of the money go to municipalities. He said out of that the County received an allotment of a little over $1.9 million and $481,666 were required to be disbursed to municipalities. He said you've seen that spreadsheet before, where we allocated that out to the municipalities. He said what we found in doing this, we put together reimbursement agreements with the municipalities and they all signed off on those. He said we were given criteria from US Treasury and the pandemic office on what you could do with this money. He said the easiest reimbursement for everybody was to reimburse the public safety side and their salaries. He said that is, essentially, what all the municipalities have done who had that opportunity. He said the Town of Aurora does not have public safety, they no longer have a police department, so they were struggling in finding things to use the money for and we certainly didn't want them to go spend willy-nilly. He said the Town of Pantego was the same way. He said they don't provide public safety. He said the Town of Bath has an EMS contract they were able to apply that to, the Town of Belhaven has public safety, Chocowinity has public safety, Washington has public safety and Washington Park has an EMS contract so they were able to show that easily and we've cleared that. He said so there are, there's funding in the amount of $18,583.07 that was to go to the Town of Aurora. He said there's $6,412.98 that was required to go to Pantego. He said what I am asking you to do, and I've had a

conversation with both of these Clerks from each municipality, I'm asking you to allow us to recoup that money and draw it back to the County. He said that will allow us, and in the agreement with them they agreed that if they didn't spend it within a certain amount of time, we could recoup it. He said what we intend to do is recoup that money, bring it back to the County, apply it to our public safety, because we have plenty of public safety expenses, and then turn around and ask the Board to give that money directly to them as an allocation. He said that way they can use it as they need to use it. He said it allows us to close out the grant and allows us to do right by the municipalities. He said I'm asking you, you can see in there that you allow us to claw that money back and then award those remaining CARES Act funds in what is essentially a direct allocation to the Town of Aurora in the amount of $18,583.07 and then the Town of Pantego, $6,412.98.

Commissioner Rebholz said Aurora's got a full-time EMS.

Mr. Alligood said it's a non-profit, it's not through the town. He said the town is not paying that money, they get a direct allocation from taxes.

Commissioner Rebholz said okay but having said that then the policing services that are provided are provided by us, not by them.

Mr. Alligood said they are, that's correct.

Commissioner Rebholz said so we're the ones that have incurred that expense.

Mr. Alligood said you are and essentially what we're saying is we're trying to do right by the municipalities and get them their money so we're going to apply it and close that grant.

Commissioner Rebholz said but the other municipalities had that expense.

Mr. Alligood said they did and we helped the municipalities as best we could to find appropriate expenditures.

Commissioner Rebholz said I don't know why we just don't use it ourselves.

Mr. Alligood said we are required, we have been able to use funds that were given to us directly. He said I would feel bad if we did not help Aurora out and help Pantego out when we have the opportunity to do that and I think it's a way for us to do that and to close that out and do right by the municipalities.

Commissioner Booth said Mr. Manager, what you're stating is that if we don't do what you're asking us the Town of Aurora and Pantego are going to lose that money anyway because we would have to send it back.

Mr. Alligood said they could potentially lose that money and we could claw it back and use it or they could go on a spending spree right now and buy stuff they didn't need so it gives them time to do what they need to do and it puts money where we're supposed to put money.

Commissioner Booth said so it's not that they don't need it, it's just that they haven't used it yet.

Mr. Alligood said they have struggled with, Pantego has struggled with finding a way to use those funds as guidance from treasury says you have to. He said they could go buy $6,000 worth of disinfectant wipes if they wanted to but that might not be what they need so again, we're trying to do right by the municipalities, although sometimes we get accused of not doing that.

**Motion:** Commissioner Booth motioned to approve the budget amendment as presented. Vice-Chairman Langley seconded.

**Yes Vote** **No Vote**

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Deatherage
Commissioner Richardson
Commissioner Walker

Commissioner Rebholz

Commissioner Richardson said I'm not so sure I shouldn't be voting with Commissioner Rebholz.

Chairman Waters said I think what Mr. Alligood is saying is of the money that came in we allocated it, I think, on population inside the city limits.

Commissioner Richardson said it was only allocated for a specific use and they didn't use it for that use so I don't know why we're giving them a free ride.

**See Addendum 10**

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**COVID-19 Essential Worker Payment**

Mr. Alligood said this is a request to the Board in which we've entitled the "COVID-19 Essential Worker Payment". He said as you'll see in the agenda item, for the past 9 months County employees have worked to provide essential services despite the public health crisis. He said we've got folks who are working on the front line in public health and public safety and consider all of our employees essential employees. He said we did close to the public with no public access for a short period of time until we could get barriers in place, glass up and social distancing markers but other than that we have been open for business and doing what we've got to do to provide services to the citizens of Beaufort County. He said out of the CARES Act funding we are making a request that you do a one-time payment, as it's listed out below. He said it's $600.00 for full-time employees that were hired before July 1st. He said essentially we broke it up and said for the first half of the year you got the full amount, if you were hired after July 1st in a full-time capacity it would be $300.00 and then $100.00 for part-time employees who worked at least 216 hours during that period. He said we would also include in that, and I didn't have it in here right now, Ms. Radcliffe has accounted for it on the spreadsheet, but we were going back and forth with elections on what they were going to do. He said as you will recall, the state of North Carolina adjusted poll workers, election day workers, they adjusted their salaries and gave them a $100.00, one-time payment on top of what the counties were giving them. He said in conversations with Ms. Hopkins, what they would like to do is the same thing for One-Stop workers, include them in with our folks for $100.00. He said so what we're asking you to do is take that amount, it would be a total of $268,396, and provide that to county employees, based upon the schedule that's listed, including the One-Stop election workers under part-time.

**Motion:** Commissioner Booth motioned to approve the one-time payment as presented, to include One-Stop workers. Chairman Waters seconded.

Commissioner Richardson said this is money that if we don't spend it, we're going to have to give it back.

Mr. Alligood said we have allocated the funds that are required for us to public safety reimbursement so, like we've done with the other allocations, and the reason we did that was this is an allowable expenditure, just like Ms. Hopkins and the Board of Elections allowed the expenditure under the Covid funds. He said what we did early on with our money was we applied it to reimburse it for public safety salaries. He said it was the cleanest way to do it. He said the state auditors told us to do it because then they come down and we show them payroll and it clears out. He said then you don't get into an argument about is this really a public safety expenditure, is this really a Covid expense so we did that on purpose so that we would make a clean audit for them. He said then,

when we've come back to you each time we've said we feel like this is within the scope and the spirit of the law in which they wanted us to use those funds but to answer your question directly, if you didn't that money would end up in fund balance.

Commissioner Rebholz said how much of that money is still there.

Mr. Alligood said of the total allocation the County received, $1,444,998 you allocated $50,000 for the annex building at the Health Department. He said you allocated $34,415 to DSS for additional laptops so they could do additional remote work as they needed to. He said you allocated $185,000 to put a generator on this building and to put a generator on the admin building, they were non-generated. He said you allocated $169,335 for HVAC work, which included ionization and UV filters on all of our systems throughout the County and all those ionizers are in place. He said we're waiting for an additional shipment of the UV filters, but all of the ionizers are in place. He said you allocated $89,000 to put the generator at the Health Department because the Health Department is not generated, and we did not get funding from FEMA when we submitted that previously. He said you allocated $500,000 for broadband matching funds so you could work with a company. He said we'll get into that next meeting because we received those proposals back. He said if you approve this tonight you will spend $268,000 on this, which will leave a remaining $148,852, which we anticipate coming back to you and asking you to allocate that money to do duct cleaning for all of the HVAC systems in the County. He said we did that in the courthouse and it's amazing what an HVAC duct looks like after it's been there for years and not been cleaned. He said this is a process where they go in and clean them and sanitize them and they look like they're brand new. He said that would be the final allocation we would suggest to you at the next meeting.

Commissioner Richardson said that $1.4 million, or whatever it was, was satisfied with the feds by using it for public safety.

Mr. Alligood said that is correct.

Commissioner Richardson said so we're double counting money as far as I'm concerned.

Mr. Alligood said no, you're not really double counting it. He said we showed them that we used it to reimburse salaries because that was the easiest and cleanest way so all that money essentially rolls into fund balance. He said then, in the spirit and the intent of the money we said these are the things we recommend you do. He said that way we didn't have to go back to the state and say we spent this little bit on this, another little bit on this, it was just a very easy and clean way to do that.

| **Yes Vote** | **No Vote** |
|---|---|
| Chairman Waters | Commissioner Richardson |
| Vice-Chairman Langley | |
| Commissioner Booth | |
| Commissioner Deatherage | |
| Commissioner Rebholz | |
| Commissioner Walker | |

**See Addendum 11**

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**NC Resilient Coastal Communities Program**

Mr. Alligood said the second item I have for you is what's called the North Carolina Resilient Coastal Communities Program. He said this is a program that is funded by the general assembly and the National Wildlife and Fish Administration that helps the 20 coastal counties in North Carolina work on coastal resiliency, adaption

planning, local government capacity funding and support proactive, sustainable and equitable approach to coastal resilience planning and project implementation. He said so it's out there, we're allowed to apply for this because we are one of the 20 counties that are considered coastal counties. He said there's four phases of this project. He said first they give you technical assistance to do a community engagement process and a risk and vulnerability assessment and then develop a resiliency portfolio. He said if you are approved into that program and you get through the first two then you become eligible for assistance in phases 3 and 4 which is engineering and design, a shovel ready project and then they would help you with some financial assistance to do that. He said it's about resiliency and determining what are some of the things Beaufort County can do due to coastal storms and the impact that we have from those. He said so we would recommend your approval in moving forward with that. He said the Mid-East Commission has agreed to prepare the application for us at a cost of $3,500. He said we have those funds available in our professional line items. He said it's actually in the County Managers budget for use on professional services, so we propose using that. He said you have the contract with Mid-East on page 291 through 294, which has the scope and then you have a fact sheet on the Resilient Coastal Community Program, and we recommend your approval to move forward.

**Motion:** Commissioner Booth motioned to approve moving forward on the Resilient Coastal Community Program application. Commissioner Rebholz seconded.

Commissioner Rebholz said can the City of Washington apply separately for this or is this strictly counties.

Mr. Alligood said I think it's counties because it says the 20 coastal counties so there's not a municipal piece. He said now this is a community driven process so it's developing a portfolio of different projects so the municipalities would be included in that as you go through that process.

| **Yes Vote** | **No Vote** |
|---|---|
| Chairman Waters | Commissioner Richardson |
| Vice-Chairman Langley | |
| Commissioner Booth | |
| Commissioner Deatherage | |
| Commissioner Rebholz | |
| Commissioner Walker | |

**See Addendum 12**

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**Parks and Recreation Trust Fund (PARTF) Grant Application**

Mr. Alligood said so this is a request for a Parks and Recreation Trust Fund Grant. He said the 2020/2021 PARTF cycle has just been announced. He said there's an application review deadline of April 1st and then you find out in the fall of 2021 whether you're accepted or not. He said as you are aware, the County received a PARTF grant to develop Wright's Creek property into a water access area to enhance the existing NC Wildlife Resources Commission boating access area and allow additional public access in the area. He said it's been the Boards policy initiative for many years to increase access to waterways. He said we received that APRTF grant to go in and do the work, we ran into some issues into getting the grant completed and about the time we were heavy into starting to do the work we also received a grant from the state to also do an erosion study. He said we did not want to go in and spend the PARTF money on doing the work until we got that completed, the engineering study done, and found out what those recommendations were. He said the recommendation out of the engineering study was to put in a rip-rap revetment on the portion of the property to help control for erosion. He said we talked to PARTF about that, we said we don't want to spend your money and then have an issue later on. He said we asked could we turn the money back in and not be penalized for it, they said yes that they would also, if we were approved for a PARTF grant we could use part of that money to build a rip-rap revetment and then develop the rest of the

property. He said so that's what this is. He said it is open, the application period is now open. He said we recommend that we look at a PARTF project in the amount of $500,000 and that would construct the revetment and develop additional items such as a kayak/canoe launch, fishing pier, picnic shelter with tables and walking trails. He said there will not be restroom facilities there. He said it's a little to far out for restroom facilities and is something that would not be in our best interest to look after. He said so that would require a matching, you have match PARTF money dollar for dollar so it would be $250,000. He said the Mid-East Commission has agreed to put the grant together for us again in the amount of $2,500. He said again, those funds are available in the current budget under professional services. He said so what I'm asking you to do, you also have that contract available in the agenda from page 298 to 301, which shows the scope of services and then you have some additional information about the PARTF grant itself. He said what I'm asking you to do is approve the contract with the Mid-East and if awarded, commit $250,000 of the required match under this program.

Commissioner Waters said I'm drawing a blank, where is Wrights Creek.

Chairman Waters said it's probably 5 miles before you get to the main part of Pamlico Beach on the left. He said it's where Hopkins Seafood used to be, on that property.

Commissioner Rebholz said in the original proposal last year was there any assessment done on utilization. He said before we spend $500,000 do we have any idea how many people are going to use this.

Mr. Alligood said there was a public participation process you have to go through with PARTF before you get it, initially. He said so there was a lot of work done, it was before my time. He said there was work done to do that to get public input to see, but to say to you we have 1,000 people who say they'll use it, I can't tell you that, I don't know.

Commissioner Rebholz said well as I recall when we decided to back out of this temporarily Commissioner Richardson explained that this was not the best location in the world.

Mr. Alligood said this was a project that was voted on and approved by the Board several years ago. He said it was a multi-phased project that was started before I got here. He said you did the initial part to put in and partner with the Wildlife Resource Commission and then my understanding was the next phase was to move over and get the other piece now. He said there has been some concerns about the stability of that piece and that's why the engineering study was done and given that recommendation on how to stabilize a portion of that property. He said so if the Board intends to move forward with this project this is a way to do that.

Chairman Waters said it did make sense to move forward with it because the way we're doing it now, if I'm saying this right, is now we can get some of the money to stabilize that area.

Mr. Alligood said that's correct. He said part of that project will allow, that was one of the things we asked them. He said we actually wanted to do that under the last piece but there wasn't, we only asked for $400,000 or $250,000 under the last one and we didn't have enough to do that if we wanted to. He said my understanding is the rip-rap revetment is $240,000 or something like that.

Chairman Waters said but to answer your other question, there was not a survey done to see how many people are going to show up.

Commissioner Richardson said the Wildlife ramp that was put in as a part of this is being used and it is popular but there are no commercial operations within 5 miles. He said it's very isolated and in my opinion it will see very little use.

Commissioner Rebholz said if we know what the utilization of the ramp is that gives you some idea of the willingness of the people to go there.

Commissioner Richardson said well yeah but the people that go there are basically fisherman from out of the area and they only have one purpose and that is to get their boat in the water so they can go out into the sound fishing.

Chairman Waters said in the last three days, on the weekends, we've had the boat ramps in Belhaven from Wildlife plus the County property we've had 15 to 20 trucks and even down at CB Marina on the side road down there it is really being great for the sports fishermen. He said all of the facilities are being used.

Commissioner Richardson said Covid is giving people a lot of time to go fishing and yeah, you're right, it's been very busy this year. He said it will probably spread out over time once the Covid is over with but it's been a busy year.

**Motion:** Commissioner Walker motioned to move forward with applying for the PARTF grant. Chairman Waters seconded.

| **Yes Vote** | **No Vote** |
|---|---|
| Chairman Waters | Commissioner Deatherage |
| Vice-Chairman Langley | Commissioner Rebholz |
| Commissioner Booth | Commissioner Richardson |
| Commissioner Walker | |

**See Addendum 13**

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**2021 Board of Commissioners Proposed Meeting Schedule**

Ms. Mosher said I've submitted to you a suggested calendar for next years Board of Commissioners meetings, as well as the planning retreat dates.

Chairman Waters said you've already had these dates in advance, are there any changes.

**Motion:** Commissioner Booth motioned to approve the meeting dates as long as we can change them after giving the Clerk enough notice. Commissioner Rebholz seconded. The vote was unanimous.

Commissioner Deatherage said I agree with Commissioner Booth. He said in the age of Covid, who knows what our individual plans are going to be. He said it's hard to plan long-term. He if we could just be willing to work with each other and help one another we may not meet every Monday but lets do what we can.

Ms. Mosher said there are two Tuesdays due to holidays and those kinds of things but the reason I give you these every December is because state law requires me to post these on the website and give notice.

Commissioner Deatherage said it might be a good idea each month to make sure we're all okay with what's going to happen and even maybe take a vote and some of us may win and some of us may lose but that's okay. He said try to work with each other.

Chairman Waters said I think because of planning purposes and our restrictions that we need, unless it's sickness we need to be here.

Commissioner Deatherage said I agree. He said I'm going to be here no matter what, unless I'm sick.

Chairman Waters said the way we've done it in the past is if somebody wanted to change we did it at the previous meeting so we'll continue to do that.

Commissioner Rebholz said what are the times for the planning retreat.

Mr. Alligood said usually we run those two full days, well not a full day. He said we start at 9:00 AM and run until about 3:00 PM.

**Motion Restated:** Commissioner Booth motioned to approve the meeting dates. Commissioner Rebholz seconded. The vote was unanimous.

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**Board/Committee Appointments**

Chairman Waters said the next one is board and committee appointments. He said with Chairman Evans going off I would like to move from the Highway 17 Association to the EMS Oversight Committee and so I'm looking for somebody on the Highway 17 and I had written Commissioner Deatherage but I had not asked him. He said would you be willing to serve on the Highway 17/64.

Commissioner Deatherage said I've done it before.

Chairman Waters said would you be willing to serve again.

Commissioner Deatherage said yes.

Chairman Waters said then on the Water Committee Evans was on there. He said Commissioner Walker would you be willing to serve on that.

Commissioner Walker said I'd be glad to.

Chairman Waters said is there any other committees anyone wants to change.

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**NCACC Legislative Goals Conference Voting Delegate**

Ms. Mosher said lastly for me I need a representative as a voting delegate for the NCACC legislative goals conference being held January 14th and 15th. She said just a reminder this will be held in a virtual format this year.

**Motion:** Commissioner Booth nominated Chairman Waters as our voting delegate and Vice-Chairman Langley as our alternate. Vice-Chairman Langley seconded. The vote was unanimous.

Commissioner Deatherage said there's going to be some issues come up this year for the general assembly. He said we've talked about a few of them and there's probably going to be some more. He said would we talk about them at the meeting before. He said this is going to be in January when all of this is going down. He said can we talk about maybe some issues we'd like to be broached with our representatives.

Commissioner Booth said are you talking about just anything or goals.

Commissioner Deatherage said I guess they would be goals.

Chairman Waters said these have already been submitted and are going through the process. He said what happens at this virtual thing, if it's like what happens in the meetings is they narrow it down to like 20 or 30 and they bring that down to like 5 or 6 but the committees have already approved the topics. He said at the next meeting it will

be narrowed down even further for the last time. He said it doesn't keep us from presenting something to our representatives.

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Ms. Mosher said I had one other thing so can we go back. She said I need an alternate for the RPO/TAC and right now it's currently just Commissioner Booth.

Commissioner Richardson said what is the RPO/TAC.

Mr. Alligood said the TAC is the elected official group. He said the TCC is the technical group that is more staff.

Commissioner Richardson said I'm the alternate, I think.

Mr. Alligood said Commissioner Richardson serves as the alternate on the TCC. He said what we need is a Commissioner as, Commissioner Booth serves as the alternate on the TAC so you either need to move Commissioner Booth to the primary and find another alternate or if Commissioner Booth wants to stay as the alternate then you need to have a primary.

Chairman Waters said we have to have both is what you're saying. He said we have to have a member and an alternate so right now the TAC, the alternate is Booth but we do not have a member. He said could I have a volunteer.

Commissioner Rebholz said I'll do it.

Chairman Waters said ok, and Commissioner Booth will stay the alternate. He said then on the TCC, Commissioner Richardson will stay the alternate.

Commissioner Richardson said I'll stay the alternate if somebody else is the member.

Mr. Alligood said actually the manager is the member for the County.

Chairman Waters said okay.

Mr. Alligood said that's by the by-laws.

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**Request for Funding, Wilkinson Community Event Center**

Chairman Waters said the next item relates to the Wilkinson Community Center in Belhaven. He said as you know, we gave them a letter of support to pursue and go after a grant and they have got a tentative agreement from USDA out of the Kinston office and Kim Daniels is the lender with USDA. She said what the grant amount is, it's $284,000 and the total renovation cost is $385,000 so they've got to raise $95,000 in match and what the local community, as of yesterday, had raised $31,000 and they're asking the Commissioners if we would see fit to make some contribution to the cause. He said this is for major roof repairs plus some damage they have received from some of the leaks.

Commissioner Richardson said how many things are going on in that building.

Chairman Waters said it's a combination. He said they rent it out, it's got a wellness center in there, they also have, that's where the voting is done. He said the community college uses it from time to time and I think the

Health Department is using it now to do the Covid tests every Wednesday. He said it gets a lot of use, it's just they've never been able to accumulate that kind of money to make the repairs.

Commissioner Richardson said the problem I have with this is if you give them money, we've been through this before in Beaufort County and you start the cycle. He said then you've got Aurora in here and they want some money and then Bath is in here and they want some money and they've all got projects as equally as important as this is in Belhaven. He said when we gave the support for this, I recall me saying you can apply for all the grants you want to but I don't think the County ought to put money into it. He said I'm not going to vote for us to put money into it. He said it's their business and they need to take care of it themselves because again, if you do this, you're going to have to justify why you can't give Aurora money, why you can't give Bath money, why you can't give Pantego money and this one money and that one money. He said it took many years to break the cycle of the handouts and I'm not going to vote to start it again.

Chairman Waters said I've always been supportive of these kinds of projects. He said I supported the project in Bath when they did their remodeling. He said I'd be more than happy to be supportive of anything that comes from Pantego or Aurora or Chocowinity so to move it, I'll make the motion.

**Motion:** Chairman Waters motioned the award a contribution of $10,000.

Commissioner Booth said would you amend your motion to say they have to raise the other $90,000 before we give it.

Chairman Waters said I think the number is $91,000 and they've raised, already $31,000.

Commissioner Booth said can you change it to once they've raised up to the $10,000 we will contribute the rest. He said we won't send the money until they raise it.

Chairman Waters said if I understand it correctly, USDA will not do their grant unless there's pledges to do the whole thing so this would be a pledge that they're trying to get and so it's a no-go based on the USDA if they don't.

Commissioner Deatherage said since they're helping with some of the Covid issues is there any way they could get CARES money, either past or maybe even future. He said there's going to be some money coming down in the next few months or so. He said I don't know if it will be suitable for things like this but they're directly associated with things like testing.

Chairman Waters said if Mr. Madson was here, I think they started last week going to Aurora on Monday, going to Belhaven on Wednesday and then Washington on Friday's. He said there's no doubt it will continue to get used next year based on Covid. He said beyond that I'm not sure, but it would probably end up being a place for vaccinations.

Commissioner Richardson said they get rent for that, they get income.

Commissioner Deatherage said well, the $10,000 has been guaranteed if they get the $100,000.

Chairman Waters said yes, it's a pledge.

Commissioner Richardson said if they get $81,000. He said what you're doing is giving them $10,000 if they get $81,000.

Chairman Waters said it's a pledge.

Commissioner Deatherage said where's the rest coming from.

Commissioner Booth said they're raising it.

Chairman Waters said they've already raised $31,000.

**Motion:** Chairman Waters motioned to aware a pledge of $10,000 to the Wilkinson Community Center based on the USDA grant. Vice-Chairman Langley seconded.

| **Yes Vote** | **No Vote** |
|---|---|
| Chairman Waters | Commissioner Richardson |
| Vice-Chairman Langley | |
| Commissioner Booth | |
| Commissioner Deatherage | |
| Commissioner Rebholz | |
| Commissioner Walker | |

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**Jail Door Report**

Commissioner Richardson said I'm presuming this request was sent to the Sheriff. He said do you have a report.

Mr. Alligood said actually it was sent to the Public Works director and this is her report. He then read "all installed equipment continues to function properly. There are four mechanical locks in mechanical spaces that remain to be replaced and County staff is working with the contactor to determine how to do that.". He said so the only locks, there are four locks on mechanical areas that haven't been changed out yet but everything else is working the way it's supposed to.

Commissioner Richardson said I talked with Ms. Smith today and I'm getting a different story. He said I'm getting a story that they've had to run around with keys to unlock doors, that something wasn't working right and all this sort of thing. He said Ms. Smith said she had no knowledge of that and gave the exact same report you just gave. He said my purpose in putting this on the agenda is because of the secrecy that goes on in the Sheriff's Department and the withholding of information that comes out of the Sheriff's Department. He said I don't want to wake up one morning and find all the people in the jail are over in Greenville because the Sheriff has closed the jail again so I will make a motion that the Manager go to the Sheriff and ask him to present in writing any problems that he has with the operation of the doors or the operation of the jail.

**Motion:** Commissioner Richardson motioned that the Manager request in writing from the Sheriff any problems with the jail doors or operations at the jail. Commissioner Deatherage seconded.

Commissioner Booth said as far as I'm concerned, the one that needs to do it is the Public Works Director. He said that's the one working on jail and the one bringing reports back to us. He said I don't have a problem with what you're asking as long as we get it, but I think that's where it ought to come from.

Commissioner Richardson said you can micro-manage the manager all you want to but the request goes to the manager and he can send the janitor if he wants to, that's up to him.

Commissioner Booth said I wasn't micro-managing him.

Mr. Alligood said I'm happy to ask them and to put them on notice to say that if there is an issue you need to let us know in writing. He said whether I get a response, I will send the request. He said no need for a motion, I'm happy to do it and will take care of it.

Chairman Waters said I think the primary concern is making sure the contractor, we need to get the contractor back in there to make any changes.

Commissioner Richardson said she said she was satisfied with the contractor, that everything was working as she had intended and she had a little bit of money left over to fix some problem that she had figured if she had any money left over she would fix it. He said I think, the problem is when this first happened and the shut the jail down no Commissioner that I'm aware of, at least they didn't tell me, had heard of serious problems with the jail doors. He said somebody was withholding information from the Commissioners. He said I don't want to go through that again with this guy so this will put him on the spot and somebody over there will have to answer. He said if they don't answer they're lying and if they answer and they're lying there's only one door, the truth.

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**Brenda Hamilton Investigation Update**

Commissioner Richardson said is there anything to report on this.

Mr. Alligood said I've got an email from Chief Deputy Rose and essentially the last time we talked about this, if you will recall, Ms. Clarke with the University of Florida, she thought she saw some things, she took it out in the sunlight because it's easier to see. He said she has replied back, and this was as of November 16th and it says "just to let you know it appears to me that there is evidence of another dog or dogs. Samples from the flashlights are unknown dogs. Flashlight samples are blood flakes from the lens, blood from the hood of the flashlight and from the threaded area where the hood screws into the base. I'm still analyzing the data and will have to do some more reactions but at this time I'm inclined to believe that other dogs were involved". He said so my comment back, because what I got from Chief Deputy Rose was, it says "we've not received an answer to our follow up questions and we've not received the results of the follow up tests that were run after unknown dog, domestic dog DNA that was located. The lab does have access to DNA samples that were taken from other dogs that were located in the area". He said my reply back to Chief Rose was "so it appears there may be unknown dogs available. If she has those DNA samples and they don't match can we assume there's something new there". He said he replied back "no, they have the samples, but they haven't run those samples yet for the neighborhood sweep". He said they went around the neighborhood and took samples of all the dogs in the neighborhood. He said they are running against those right now so what we're waiting for is to get those back. He said what she said is there's additional dog DNA out there that they haven't seen before. He said remember they looked at just the two dogs that were there immediately. He said they've ruled those two out with the DNA but they found some additional dog DNA. He said now, it could be it's one of the neighborhood dogs that they caught up in the sweep when they did the DNA or it could be a brand new dog all together that we don't have DNA samples on but she seems to indicate that based on the results that there's an unknown dog that they don't have yet.

Commissioner Booth said so it's not the original two.

Mr. Alligood said my understanding is they have cleared the two dogs that were immediately there that they quarantined and watched and took stool samples from, that DNA does not match this.

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**Beaufort County School Budget**

Commissioner Richardson said the purpose of this is for a discussion about the school budget. He said the school superintendent was here tonight asking for money. He said guys, we don't know how much money they have taken in. He said I asked for a report and I got something a third grader would've given me that I can't even read because it's in such small letters. He said what we need to do is go back to the school system and say what I asked for to begin with. He said what I asked for was something on a functional level of their federal budget, their state budget and their local budget. He said they have this information over there. He said if they don't have this

information over there it's something the Commissioners need to know about how poorly run their whole place is so if they can't produce it that's tells us one thing. He said if they do produce it then we've got data to analyze so this is not adequate so I'll make a motion that the manager go back and say look guys, you need to give us what we asked for to begin with, give me something, and it need to be something we can read and it needs to be something from all three budgets. He said plus whatever you have been awarded in state and federal funds because of Covid. He said they have a $1.3 million in fund balance and really, that's a lot of money but with the kind of budget they're running I'm not concerned that they have a huge fund balance based on what they're telling me. He said but I am concerned that there's a lot of money over there that we don't know about and we don't know what it's being used for so I think we need to go back and ask the same question we asked last month. He said they're school teachers, they understand they didn't answer the question so lets bring them back.

Chairman Waters said I think one of the things that you're asking to highlight is how much Covid money did they get from State and federal.

Commissioner Richardson said there's got to be savings on supplies in that school budget. He said there's savings in there that they're not telling us about. He said school buses, people are telling me they're running up and down the road and they're probably spending more than they thought they were going to but we need to know about all these things.

Chairman Waters said I agree with you. He said there's three line items and then the next page, 15, I don't know what that means. He said future 4, X 2019-2020. He said Ms. Radcliffe, you've got the degree can you explain.

Ms. Radcliffe said honestly, I got a magnifying glass and still couldn't see it. She said I couldn't read it so no, I don't know what it means.

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**School Resource Officers**

Commissioner Richardson said the issue with the school resource officers, we've already touched on with what we did earlier about signing a contract. He said letting the Sheriff sign a contract, guys, is something he shouldn't be doing. He said that's something he shouldn't be doing. He said the money is the taxpayers and he goes out and signs contracts. He said we've been through this before. He said since I've been a Commissioner, about every five years we go through people out there signing contracts and nobody knows what they're signing and all of sudden we have problems and we do not need to allow anybody to sign a contract, the Sheriff or anybody else. He said the Chairman of the Board needs to sign the contracts, so we know what's going on. He said otherwise we don't know what's going on. He said just like people come in and ask well, I'm going to sign the contract, well, what does the contract say, I don't know. He said if you don't know, we have a fiduciary responsibility to the taxpayers to look after their money and that doesn't mean people signing contracts willy-nilly. He said that's the whole purpose of this discussion right here. He said relating to the school resource officers, the Commissioners have been embarrassed by the Sheriff taking it on himself to try and punish us because we're not giving five positions that never existed to begin with. He said even before the budget these were five new positions that we kept asking him to please justify in writing these five positions that you're talking about. He said he can't do it; he refuses to do it and he said he deserves the money because he wants the money. He said that sounds like a three-year-old to me so that's the whole purpose of this discussion. He said we do not allow just anybody to sign a contract. He said we can allow the manager, on occasion, to sign a contract but it doesn't need to be below the manager. He said it needs to be the Chairman of the Board.

Commissioner Walker said Commissioner Richardson, what's the best way to stop this.

Commissioner Richardson said this Board to say what we've said and that is you don't bring anything in here that the Chairman hasn't signed.

Commissioner Walker said is that all we have to do.

Commissioner Richardson said it's as simple as that but the Board has allowed this to go on and it's really been sloppiness on the part of the Board but I don't think people realize how serious the problem can be when you've got contracts out there and we don't know about them. He said we've got people signing them that have agreed to things we don't even know about.

Commissioner Walker said if I was a department head I would want as much help as I could get because if I'm going to sink I want everyone to go with me.

Commissioner Richardson said that's right. He said that's the whole purpose of this discussion and that's why I insisted with the Health Department contract when you said ok, you want a signed contract in needs to be signed by the Chairman of the Board after it's been approved by the Commission. He said that's the process and that's the procedure. He said allowing the Sheriff to sign a contract the way he has been behaving is just total irresponsibility on our part.

Vice-Chairman Langley said what I'm thinking right now is there's a lot of confusion about the school resource officers and I think in order to make a good quality informed decision that we need to pull together all parties involved. He said it would be wrong for us to try to make a decision based on he said-she said, they said. He said the school board, the Sheriff's Department and this Board of Commissioners, we need to hear just the way it is and when I say they said this and they said that, and somewhere in the middle is the truth, that's where we need to be, somewhere in the middle with the truth so we can make a well informed decision as to what direction we need to go.

Commissioner Deatherage said I don't have a problem with that however, all I know is what I read and I read the e-mail and I've spoken with the superintendent and it appears that the email was pretty explicitly correct, he wanted to negate the contract and that represents us. He said we are a party to that contract, whether we signed it or not because we supply the funding, so I don't mind meeting with everyone, but we have to understand that we're going to be in charge on this one issue. He said we're not going to be playing second fiddle to the Sheriff or the Superintendent. He said I'm not even in favor of school resource officers 100%. He said I think there should be a modified hybrid policy on how we protect the schools however, we're in agreement with the schools and we should honor all agreements, whether the Sheriff wants to be a party to that or not. He said even if it means us going out and finding private security, whatever it takes, we need to honor this agreement. He said I don't like busting an agreement, I think that's wrong. He said it would not serve us well going forward for our reputation.

Mr. Alligood said just trying to add some clarification to it. He said the school system is the one who procured the security services. He said they procured that service with the Sheriff's office. He said they could procure that through private security firm, they could do that kind of thing. He said it's their responsibility to procure that. He said in my conversations with the folks about pulling money back from the Sheriff's office for those positions if they chose not to work is hat you can do that and you can do that mid-year but the County could not go and contract with a private security provider to provide security at the schools. He said you're not allowed to do that according the folks at the school of Government. He said they said that has to be a school function. He said you could fund it, obviously, which is what you've been doing. He said I also asked was there a way to fund it directly and they said no, you can't do that either because every time we send money to the schools there's a percentage that comes out of it for charter schools so I asked the question can we directly fund it and they said no, you can't do that because you're circumventing the law that says a portion of that money has to go to charters. He said so it would be the school's responsibility to determine how they want to provide school security. He said it was the Commissioners vote to say we will fund that several years ago and raised a penny tax to do that and you simply funded them to do that but it's their obligation to figure out how to do that. He said you don't have the ability to provide it yourself, it's not like a facility, that's what the folks at the School said.

Commissioner Richardson said I don't have a problem if the school board wants to solve a problem and present us with what it costs. He said I don't have a problem with that.

Commissioner Rebholz said doesn't the state grants flow to the County.

Ms. Radcliffe said state grants flow to the school system and then they pay the funds to us but we sort of fund them directly as it is because we pay the SRO's directly.

Mr. Alligood said there's a difference in what I'm saying in that we fund the Sheriff's Office, that's correct because we do fund the Sheriff's Office but we're not funding an outside agency.

Ms. Radcliffe said so we can fund them directly if it's with the Sheriff's Office but not with an outside agency.

Mr. Alligood said because it's in the County we have the ability to fund the Sheriff's Office and they have a negotiation between the two to do that but the legal opinion of the people at the School of Government was that we couldn't step outside of that and say we're going to contract with Allied Security or Pinkerton or one of those folks to directly provide security at the schools. He said that's the school's requirement, not ours. He said we can fund it but we can't be a party to that contract and say we're doing it.

Commissioner Richardson said but the issue is the Sheriff signing contracts and that issue is still the Sheriff should not be signing any contracts to anybody for anything or any of his employees. He said that needs to be signed by the Chairman of the Board of the County Commissioners.

Commissioner Booth said Mr. Manager you stated that when the contract is over the money can be pulled, is that right.

Mr. Alligood said no sir, actually not when it's over, well I guess yes, if they choose, according to Kara Millonzi at the School of Government, because I was always under the impression because there's some statutory language that does not allow a Board of County Commissioners to pull money back from the school system without some additional work and from the Sheriff himself as his salary so I wanted to confirm that. He said my understanding was you couldn't do that to the Sheriff's Office as a whole but according to Kara, yes, you can do that legally. He said I said to Andy Caldwell who is the director of the Sheriff's Association, in one of his little pamphlets it says that we could do that. He said I actually called him and asked him to send me the supporting documentation of what he had because he said he had an email from Jack Vought from the School of Government and that was a week or so ago and he's yet to send it to me.

Commissioner Booth said this other part of my question I want to ask but I'm scared of the answer, what happens to the 14 men that the school was funding for resource officers. He said what happened to those slots.

Mr. Alligood said what happens to them, they're still in the Sheriff's Office now. He said they're providing the service. He said what happens, and again, this is what I've been told and you may have been told by Chief Deputy Rose but what I was told by Chief Deputy Rose was with the reason we said to the school system, we are ending the MOU and giving you 90 days-notice that we are getting out is because we can't guarantee you that we will always have an officer there and according to the MOU we're always supposed to have an officer there every day, all day and we can't do that because of all these transports that we're having to do. He said so he says that's the reason they're ending the MOU, that they have every intention to have an officer there through the end of the fiscal year. He said what I've heard the superintendent say is the school board is not happy with that and they're essentially looking for an alternate to provide that service based on the letter they received from the Sheriff.

Commissioner Booth said but weren't those positions, I'm just, I hate to see anyone lose their jobs but weren't those positions allocated for that purpose.

Mr. Alligood said those positions, when the Board of Commissioners increased school funding it was specifically for school resource officers so if that is no longer a function that the Sheriff's Office would perform it would be appropriate and legal for the Board of Commissioners to say we're no longer going to fund you that and we're

going to take that money back because we're either not going to do it or we're going to take the money that we were giving you to do that and give it to the school system so they can provide it themselves, however they want to provide it.

Chairman Waters said my conversation with Chief Rose is very similar, well, pretty much what you just said, that they were going to be in violation and could not ensure the school system but their intention was until June 30th was to provide as many resource officers at the schools but he could not guarantee that they would be in violation.

Mr. Alligood said just to be clear with this thing, I think the rub has come, Chief Deputy Rose has come in here and said this is a political thing. He said he said very clearly, I work for a political official so I'm making a political statement to you, you're elected so we're going to use every mechanism we can to try to politically motivate you to do something. He said the five positions at the Sheriff's office that he has heartburn over is five positions they did not fund in their budget when they said we're going to make these changes in our personnel and we can do this without additional funding, we can hold our budget flat for the next year. He said they did that, and they committed to that and we held them to that because that's what they said they were going to do. He said they've now come back and said we can't do that and now we need our five positions and that's the rub. He said just so everything is clear, that's where it is.

Commissioner Richardson said those are five positions that never existed to begin with. He said that's the whole problem. He said then the Sheriff took what he called surplus money, $250,000 last spring and gave $10,000, $12,000 and $15,000 raises to his favorite employees without the vote of this Board so you've got a situation here where you've got a Sheriff that's just running wild and when people start behaving like the Sheriff is behaving they do not need the responsibility of signing contracts in order to do things. He said quite frankly we all know that the Sheriff never provided school resource officers to every location every day because of sickness, absences and a whole bunch of other things. He said that's just a convenient excuse that we can't provide 100% coverage. He said so I'm hoping that the schools will find their own solution to this that they can be happy with and they can take the state funds and if they need some more from us that's fine. He said I'm sort of like Commissioner Deatherage, I don't think you need a school resource officer in every school. He said I don't think there are that many student criminals out there. He said I do think there are problems and you do need school resource officers.

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**Open Meetings Law**

Commissioner Richardson said we ran up against the open meeting laws with the Commissioners meeting that we tried to have this month when we had people from County government weighed in on a political situation and arranged for democrats to vote on a republican meeting but that's really not what I want to talk about tonight. He said what I really want to talk about is the other end of this and I'm going to offend people and you're going to go away mad and that's fine, you're just going to have to go home mad. He said because I'm going to tell you, well, I'm going to play the game for the coming year. He said we have had a lot of situations in the last 2 or 3 years that have been done with so-called backroom deals. He said let me tell you what a backroom deal is, a backroom deal is when the school superintendent summons the Chairman of the Board and the Vice-Chairman of the Board to a meeting and the rest of the Commissioners don't even know about it until it's over with. He said that is unethical, that is totally unethical. He said it is also wrong when we send building inspectors down, to write letters to destroy hospital buildings and certain Commissioners participated in that and the rest of the Board of County Commissioners didn't know about it. He said now, every Commissioner is to be treated equally and the same on the Board. He said every Commissioner is to receive the same information, every Commissioner is to receive the same courtesy from the Clerk and the Manager and the Chairman of the Board and there are a lot of items that have come up in the last 2 or 3 years that have been negotiated and walked in and thrown on the table and said you've got to vote for this. He said I'm telling you something, you're going to have a fight on your hands if you use those unethical practices during the coming year. He said it is going to be rough and it is going to be tough so those of you that are trying to these things and have acted unethically in the past towards the Board and

toward your Commissioners and toward each other need to get ready for the fight because it's coming at you and that is also a violation of the open meetings law.

Commissioner Deatherage said there was some discussion that a meeting as a caucus of Republicans would be meeting unofficially as Board of Commissioners when we would be discussing only political issues. He said I think if there is any element of indecision on the way it should be, we should ask the general assembly to enact legislation to allow political parties to meet and caucus just as they do. He said both parties meet and caucus. He said as long as nothing is discussed that is County oriented, only politically oriented. He said even though you may be discussing items that you may bring up as a group, if they do it, we should be able to do it. He said the business is done in public. He said what's good for the goose is good for the gander, if the general assembly can meet, we should be able to meet as well. He said fair is fair and take away the backroom deals where it's not done in the managers office, it's done by ourselves.

**Motion:** Commissioner Deatherage motioned that our representative enact legislation, not a local bill but legislation across the Board for the entire state so we can do what they do, and caucus and we will not be in violation of open meetings law. Commissioner Richardson seconded.

Commissioner Walker said I would like to say I was probably the cause of all this and it all stemmed from in campaigning how does one decide who's going to be chairman and vice-chairman and I was told well, why don't you have a caucus and talk about it and I said well that sounds like a great idea. He said I knew there was a problem with quorums, so I said I'd be glad to meet with single people to figure this out. He said I sat here for 20 years videotaping it and never knew how this was done. He said it was just suddenly people were asked to be chairman or people were asked to be vice-chairman, so it had to be it had to be occurring somewhere else so I thought it sounded like a good thing to me so I said lets do it.

Commissioner Booth said we accept your apology.

Chairman Waters said it's illegal for sitting Commissioners to get together and discuss the Chairman and Vice-Chairman.

Commissioner Richardson said no it's not. He said we're talking about a caucus Chairman, let's stick to the motion.

Chairman Waters said without the law, the existing law did not allow us to do that. He said you're asking us to have a law that allows us to do that, is that right.

Commissioner Deatherage said if there's any indecision whatsoever we don't want to be on the wrong side of that, we want to be on the right side. He said we want the general assembly to give us that.

Commissioner Booth said your brother here just said was he was wrong, so I mean he knew he was wrong. He said it was his fault.

Commissioner Deatherage said we would like our representatives make him right.

**Motion Restated:** Commissioner Deatherage motioned that our representative enact legislation, not a local bill but legislation across the Board for the entire state so we can do what they do, and caucus and we will not be in violation of open meetings law. Commissioner Richardson seconded.

| **Yes Vote** | **No Vote** |
|---|---|
| Chairman Waters | Vice-Chairman Langley |
| Commissioner Deatherage | Commissioner Booth |
| Commissioner Rebholz | |

Commissioner Richardson
Commissioner Walker

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**Resolution Not to Use County Money to Enforce Lockdown**

Commissioner Richardson said this resolution is simple. He then read the following resolution:

***Resolution Not to Use County Money to Enforce the Lockdown***

***Be It Resolved,*** *the Beaufort County Board of Commissioners resolves not to use County money to enforce lockdowns in Beaufort County.*

Commissioner Richardson said the one thing that's going on and is going to get worse is this is a resolution that puts a little bit of teeth in it and we said it earlier tonight, the Covid thing is going to go on forever. He said politicians have found a new tool and unless legislatures step in and put a complete stop to them, this is not going to get any better and we need to get our schools open, we need to get the County going. He said the purpose of this resolution is to put pressure on our representatives and the Governor to wake up and get people back to school and back to work. He said we've done the whole Covid thing backwards. He said we have never done a pandemic before where we have shut down everything. He said pandemics have always been held, standard procedure is protect those that are at risk and let the rest of the people who are not at risk work. He said we haven't done it this way this time and the cost has been a lot greater than the benefit that we have gotten out of it. He said that is the purpose of this resolution, that's why it's so simply written.

Commissioner Deatherage said I've got something to say. He said I think this is very important. He said we've seen the effects of shutting down business and what it's done to businesses and what it's done to individual psyches. He said those are ancillary effects that are going to go on for some time and we're not going to know the damage for years to come. He said what I would like to mention is our children and how our schools are being damaged right now. He said they're not learning. He said statistics say that 20% of children are getting nothing from on-line education right now. He said the others are having problems with it and parents are having to get involved. He said teachers are having to do it all on their own. He said in school learning is the best way to teach. He said children are not getting sick. He said they may pass it on to the teachers however it appears a lot of precautions are being taken. He said now that we're getting the vaccines, we need to be ready to relax all standards to allow our nation to go back to normal. He said I'm going to tell you, and I've said it before to this group, this is never going to happen again. He said we will never be able to shut this nation down again. He said we've already damaged it beyond recognition. He said again, we won't know how bad we've damaged this nation for a number of years, we're suffering as a people. He said I tend to have a personal pet peeve that children are not as smart as they used to be in several areas. He said their reason, their ability of cognitive reasoning is almost shot. He said you take a year out of these kids lives and yet you push them through and they're going to get 11 years of education instead of getting 12 but they're going to graduate like they got 12 years of education and the colleges are going to relax their standards even more as they've relaxed them over the few decades because we know colleges have just become a mill for money. He said so we're not going to educate our children and if we're not going to educate our children properly, we're not going to exist as a society, it's just not going to happen. He said so we politicians at every level, we body politic of North Carolina and our federal government has got to do what it takes to make things better.

**Motion:** Commissioner Richardson motioned to approve the resolution as presented. Commissioner Deatherage seconded.

**Yes Vote** **No Vote**

Chairman Waters
Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

Vice-Chairman Langley
Commissioner Booth

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**Resolution to Reopen Beaufort County**

Commissioner Richardson said again, this is a resolution that is intended to put pressure on our elected officials. He said our governor, our senators and our house of representatives. He then read the following: ***Therefore, Be It Resolved,*** *The Beaufort County Board of Commissioners is requesting Beaufort County be reopened immediately and that no County money be used to enforce a lockdown.*

Commissioner Richardson said that's essentially the same thing that we just voted on but it's not intended to be an activist thing where everybody goes out tomorrow and starts doing whatever they want to do. He said it's intended to put pressure on the people in Raleigh that we've sent up there to make decisions for us because quite frankly they're not doing anything for us right now. He said they're putting us further and further behind. He said there are a lot of families going bankrupt. He said you won't see the financial devastation from this for another year. He said it's a terrible thing on working families, especially the working poor and anybody else that has to go out and earn a living. He said now if you're wealthy and you're sitting and home clipping coupons that's one thing but most of us in Beaufort County are not.

**Motion:** Commissioner Richardson motioned to approve the resolution as presented. Commissioner Deatherage seconded.

Chairman Waters said I have trouble with part of the words. He said I'll go first. He said I don't like the word reopen. He said as far as I'm concerned there is nobody that is totally closed at this point and time. He said I would like to offer to either ask you to change it or amend it, whichever you see appropriate. He said change the word reopen to support and add the word businesses at the end of the title. He said "Resolution to Support Beaufort County Businesses".

Commissioner Richardson said I don't have a problem with that.

Chairman Waters said then if you go down to the paragraph that you read that we say that the Beaufort County Board of Commissioners support the small business owners rights to remain open, since they're already open, that we support the right to remain open and also strike that no County money be used. He said I don't think that's appropriate.

Commissioner Richardson said I don't have a problem with that, I can live with that if Commissioner Deatherage can.

Commissioner Deatherage said I don't have a problem with it.

Commissioner Walker said I would like to see something in there like mask protocol needs to be followed.

Commissioner Richardson said we could put in there that this in no way means that we do not support personal protective measures. He said I don't have a problem with that because I'm sitting here with a mask and I'll tell anybody do what you need to do to protect yourself.

Chairman Waters said the business owners that I've had conversation with, they don't have any problems with having to wear a mask, or the employees. He said I just think if you open that can you're talking about distancing and sanitizing a bunch of things. He said I think what we're trying to say is that we support the rights of the small business owner to remain open.

Commissioner Walker said I agree with you.

Commissioner Deatherage said I just wanted to say one small thing. He said we're seeing small businesses fail while big box distributors are making tons of money. He said Amazon is making more money than they've ever made and hiring 1,400 people a day and this is what's happening to the people of America. He said politically they're doing things to win while people like Randy lose, people like me lose and I think it's wrong and I think we're going to have to fight back because right now they've got the upper hand. He said they've got the money, they've got the political support and the small purveyor does not stand on his hind legs without help and fight back then they're going to be gone and these corporate elites are going to run the nation, they will pick the president just like they did in the last election.

**Motion:** Commissioner Richardson motioned to approve the amended resolution. Commissioner Deatherage seconded.

| **Yes Vote** | **No Vote** |
|---|---|
| Chairman Waters | Vice-Chairman Langley |
| Commissioner Deatherage | Commissioner Booth |
| Commissioner Rebholz | |
| Commissioner Richardson | |
| Commissioner Walker | |

Ms. Mosher said did you want that sent to anybody.

Commissioner Richardson said yes, we want, actually you can send it to all 100 counties and our representatives.

Vice-Chairman Langley said I also want to remind you that we voted that it was okay to put the numbers up there or whatever it is.

Chairman Waters said I think we've already passed that you reveal the names.

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**Unfreeze Sheriff Office Positions**

This item was withdrawn by Commissioner Rebholz.

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**Filming of Commissioners Meetings**

Commissioner Deatherage said years ago, back in 1997 or 1998 there was a group called the Republic Men's Club and we wanted to see the filming done in Beaufort County. He said we wanted our meetings viewed by the public at large and we wanted a quality product, as good a product as we could afford so Commissioner Richardson got the money together, we all chipped in and I went to Commissioner Walker and we were able to do that and then it was just a few years later, after the Republican Men's Club paying for the meetings to be filmed, and it was a great success, people were watching them across the County, people were watching them on TV and we had parties. He said it worked. He said it became such a huge success that the rest of the Commissioners elected to take that on themselves and the County began to film the meetings. He said Commissioner Walker was asked to do it and he would charge a small fee and it got to be a little bit more every year and by the time he was finished he still wasn't charging to much. He said he was charging a fair amount of money. He said it was a great deal for all of us. He said now he's a Commissioner and he can help us without charging us a dime and what I would like to do is ask Commissioner Walker publicly, would you mind working with our support staff to make our filming even better now.

Commissioner Walker said I would be glad to. He said I'd like to see it streamed live and I think in this Covid world we're living in that wouldn't be such a bad thing. He said very few people can come to these meetings and we have a huge audience at home and it really doesn't change anything. He said you've got some great equipment. He said I'd like to see graphics come up when an issue that we're talking about, the graphics and you've got that capability. He said I've been watching at home as best I can and it's really hard to see who's talking. He said I know we're spread out now but we really do need to tighten up our shots a little bit and that's just a matter of back there in the control room paying attention and when somebody is talking, get on them and zoom in. He said it's very important to see your lips moving and when you're watching along on television. He said these microphones are a little frustrating because you're pushing the button to talk and you can't hear a thing and these are all complaints I was hearing during my campaign and people knowing I was involved in it and if I vote for you, do something about the video. He said so having shared that with Commissioner Deatherage, that's where all this came about.

Commissioner Richardson said during my campaign I got more complaints about the filming of the Commissioners meeting than I did anything else. He said the fixed camera at the end of the room, you can't tell who's talking and everybody sounds the same and we've spent $140,000 in capital in this and we got a much inferior product than what we've ever had before so I think Commissioner Walker knows more about this technology, he knows how to do it, he can make it work. He said we need to designate him, at least for a while, to choreograph these meetings. He said I know some of you will take exception to those words but that's simply means getting the camera where it's supposed to be and getting the sound where it's supposed to be because there are a lot of people in the County that are upset that they can't see these meetings and that they're so grainy. He said I'll tell you another thing, when you guys mentioned it, I haven't talked to you about it before but the man lives in Beaufort County that does the streaming for half the state and I know where he lives.

Chairman Waters said I think the streaming is a good idea, the live streaming but from the standpoint of you going outside of your sitting position as a County Commissioner and the zooming in and those sort of things, the whole idea when we put the camera's in here was for a person sitting in the back row back there, what they see is the same thing that the public so I'm with you on the streaming but as far as I'm concerned, I don't support you going in the back room and getting involved in that part of it.

Commissioner Walker said there's also the issue of graphics but I've always taken video and taken the shot that nobody gets to see so the one you just mentioned, everybody sees it, that's the one that everyone gets from the back of the room. He said you need that ESPN head shot and unfortunately it is a show and you're telling a story when you're doing the video and so you want to tell the story so it's entertaining. He said some of the stuff we're doing is incredibly boring.

Commissioner Booth said it's entertaining, even as it is right now it's entertaining.

Commissioner Walker said sure, but I tell you, we have a very informed County residents. He said they just come to me because they know I was involved with all those years and it's amazing to me the questions that I get and the wrong, going down the wrong path, I try to lead them back all the time.

Commissioner Booth said Vice-Chairman Langley and I were out there more than all the days together. He said where did you see all these people at.

Commissioner Walker said you weren't down in Bath the day of elections.

Commissioner Booth said I just wondered where you saw all these people at.

Commissioner Walker said early voting I missed but on the day I hit Bath heavy.

Commissioner Booth said in Bath about 30 to 35 people voted because they voted early. He said if you look at the number but early voters up here, now you come in here with some wild goose idea that people are complaining and we were out there every day.

Commissioner Walker said it was my mistake that I didn't take name and addresses but next time I will and I will present them to you.

Commissioner Richardson said I can tell you this, for the last three years I have gotten complaints about the quality of the filming. He said it's grainy, the fixed camera in the back of the room is the dumbest thing we've ever done and people can't tell who's talking. He said people complaint to me about the same thing. He said you need, the camera needs to go on whoever is talking. He said there's a lot of things that can be done to improve this and if you think the public is not aware that you have rigged a bad product, I've got news for you.

Commissioner Booth said it just amazes me that I'm out there every day and no one complained.

Commissioner Walker said send your complaints to Commissioner Booth.

Vice-Chairman Langley said I just want to say one thing. He said any time anyone of these Commissioners keys up the mic everybody knows exactly who's talking. He said nobody is going to mistake me for Commissioner Richardson.

Commissioner Deatherage said I'd like to say one thing. He said first of all, the people in the back seeing this the way everybody is seeing it, that's operating at the lowest common denominator. He said first of all, we've got all these screens, why can't the people in the back see the head shots. He said then it's like they're right up front and basically we're allowing people to come into our house, our room and join us, but they're not. He said if they can hardly hear it or see it because it's grainy because it's just not a good

product. He said the product we're getting off the internet is less than 700 dots per inch. He said we need to be filming at least 1080. He said the machine will film at 1080 won't it. He said right now the standard is 4K, we shoot at 4K and we've got big enough computers to at least do 1080 so I will make a motion.

**Motion:** Commissioner Deatherage motioned that Commissioner Walker work in an advisory capacity to help out tech staff effect a better product for the public to see. Commissioner Richardson seconded.

| **Yes Vote** | **No Vote** |
|---|---|
| Commissioner Deatherage | Chairman Waters |
| Commissioner Richardson | Vice-Chairman Langley |
| Commissioner Walker | Commissioner Booth |
| | Commissioner Rebholz |

Commissioner Richardson said you're going to hear from the public guys.

Commissioner Rebholz said I was out there more than anybody else out there and nobody said a thing about that, not one thing.

Commissioner Richardson said they know you're on the inside. He said you just proved yourself.

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**Resolution in Defense of Free and Fair, Constitutionally Conducted Elections in North Carolina and All of America's 50 States**

Chairman Waters said Commissioner Deatherage, can I ask you not to read every word of this, just hit the highlights.

Commissioner Deatherage said I'll make a deal with you, I won't read a bit of it, I will only speak a moment or two if you promise to vote for it.

Chairman Waters said I will tell you right now, I will not vote for it as it's written.

Commissioner Deatherage said what part do you have a problem with.

Chairman Waters said I think what you're saying and what my feeling is that the election of the president of the United States should be a federal law. He said it should not be by 50 individual states.

Commissioner Richardson said we would have to change the whole constitution.

Commissioner Deatherage said what it stipulates is the general assembly alone decide how the election are run. He said the Governor has no say. He said you cannot have a lawsuit to say how an individual state elects, that happened. He said we had an unconstitutional election that happened just now.

Chairman Waters said go ahead and hit your highlights of the resolution.

Commissioner Deatherage said well if you're not going to vote for it I'm going to read the resolution. He said showtime for the American people, that's what I'm here to do, I represent the folks. He then read the following:

## *Resolution in Defense of Free and Fair, Constitutionally Conducted Elections in North Carolina and All of the United States of America's 50 States*

***Whereas,*** *the United States of America, in the year of 2020, and by the constitutionally prescribed efforts of all of its 50 states did hold an election that did occur under the cloud of multiple improprieties, many of an unconstitutional nature, other improprieties of a felonious nature; and*

***Whereas,*** *in this General Election of 2020, a president was elected, where there is being proved that there was a coordinated effort by an extensive and corrupt cabal, including, but not limited to politically partisan state politicians that have certain prescribed duties to conduct elections; the corrupt and without merit, or any measure of integrity Propagandist Media, who did prostitute themselves to the benefit of the Democratic Socialist party and its candidates; the world's largest Social Networks that did traffic in Fake News and abject wanton Censorship to enrich the Democratic Socialist Party's candidate(s); voting machines that were internet accessible, and programmable to effect election outcomes; overtly partisan executive government officials and activist judicial systems, who played a major role in politically packaging the Covid Pandemic, thus making mail-in voting overly accessible, while not guaranteeing the performance of proper oversight to insure the validity of this convoluted process; and*

***Whereas,*** *the United States Constitution, Article I, Section 4, provides for the rule making and procedures for states' elections (providing they meet all Federal voting rights statutes) exclusively resides with states' legislatures; with the end result in this election cycle that some states did not conduct elections that were fully constitutional; and*

***Whereas,*** *the North Carolina state board of elections, appointed by Governor Roy Cooper, did attempt, with the complete assistance of Attorney General Josh Stein, to subvert the will of the North Carolina Legislature, and, therefore, would have violated the will of North Carolina's governed people; and*

***Whereas,*** *in this Constitutional Republic of our United States of America, the democratic process of selecting the People's government representatives is sacrosanct, and when that constitutionally prescribed process is amended by partisan politicians and other wrongful and, or lawless activists, the entire participating public, irrespective of special interests, is wholly disenfranchised.*

***Therefore, Be It Resolved,*** *Beaufort County's Commissioners, in totality, respect the sanctity of free and fair, constitutionally conducted elections in our state of North Carolina, and will advocate and act, without apprehension, for this essential end by the most constitutionally proper and lawfully prescribed democratic means, and, additionally, expect all other states' politicians/government officials to do the same.*

Commissioner Deatherage said basically we had a bad election in North Carolina but thankfully it wasn't as bad as some of the other states. He said states where we're witnessing people going under tables and pulling out suitcases of ballots after they've told everybody to go home. He said this would be Pennsylvania and Georgia. He said you will have your time in a moment. He said pulling out suitcases of ballots after they said there was a water main break, that's what they said, there was a water main break. He said then we find out later it was a ball-cock assembly that was not working properly so you sent everybody home and turned off the cameras. He said the cameras came back on, magically, and they were in there counting ballots out of suitcases. He said does that sound right to you. He said these are things that we can correct in North Carolina. He said you're talking about a federal law but I'm not talking about a federal law. He said that would not be what the constitution prescribes in article 1, section 4. He said what we have to do is in North Carolina is set a standard. He said set a standard that other states will emulate, a standard where we will have free and fair elections. He said we're County Commissioners, a body politic of the state of North Carolina, we have representatives that listen to us. He said we have 100 other Commissioner groups that deal with our state legislature and we need to

prevail upon our state legislature to meet, to do things within the constitution. He said we're probably going to have to have a constitutional amendment where the governor can no longer call the legislature into session, they can call themselves into session. He said that's what's going to have to happen because what we had this summer was a governor acting with the attorney general, Josh Stein, to agree with ever lawsuit and the suit settled, a group of lawsuits that came before North Carolina. He said one they tried, they agreed to in a lower court and thankfully it was appealed by interested parties with the general assembly and it was overturned in a higher court, in a federal court because it was unconstitutional because the general assembly is the one that has, they have to have standing in every lawsuit that's brought in the state of North Carolina and if you can't even bring them back in session how do they have a standing. He said think about it, we've got problems with the way that we do things in North Carolina and that needs to be remedied. He said we've got to prevail upon our general assembly to make these changes or we're going to have a state like Georgia or Nevada, or Wisconsin.

Commissioner Booth said I don't have a problem with that.

Commissioner Deatherage said you would, you believe in elections where you don't really get the votes.

**Motion:** Commissioner Richardson motioned to approve the resolution as presented. Commissioner Walker seconded.

| **Yes Vote** | **No Vote** |
|---|---|
| Commissioner Deatherage | Chairman Waters |
| Commissioner Richardson | Vice-Chairman Langley |
| Commissioner Walker | Commissioner Booth |
| | Commissioner Rebholz |

Commissioner Deatherage said kill it dead.

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**Motion:** Vice-Chairman Langley motioned to adjourn. Commissioner Booth seconded. The Vote was unanimous.

Adjourned at 10:18 PM

Respectfully submitted to you by:

Kathleen Mosher, CMC, NCCC
Clerk to the Board of County Commissioners

# ADDENDUM 1

1. Budget Amendment, Additional CARES Funding for APS/CPS
2. Budget Amendment, Pandemic LIEAP
3. Budget Amendment, Health Dept
4. Budget Amendment, Health Dept
5. Health Dept Fee Request
6. Surplus, Health
7. Surplus, Sheriff Office
8. Surplus, Cooperative Extension
9. EMS Oversight Committee Appointments
10. Stream Debris Removal Deadline Extension
11. Senior Citizens Late Applications
12. Tax Assessor Refunds
13. Taxpayer Refunds Over $100.00
14. Minutes Approval

November 22, 2020

Dear Director:

Please note below the APS/CPSD COVID funds reallocation, reversion data for your county. The reallocation is a result of your survey response. Further guidance will be forthcoming on the exact timing and process to recover or reallocate funds.

Here is the **current information** APS/CPS Reversion for **Beaufort County**:

| | |
|---|---|
| **APS/CPS Reversion** | $0 |
| **APS/CPS Additional Funding** | $20,000 |

If you have questions regarding this matter, contact me at Susan.Osborne@dhhs.nc.gov or 919-527-6336.

Susan G. Osborne
Assistant Secretary for County Operations
NC Department of Health and Human Services

cc: Zack Workman
Richard Stegenga

**Beaufort County**
**Finance**

# Budget Amendment Request

**Department: Social Services** **Date of Request:** December 7, 2020

**FY Budget:** 2021

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 105310.562550 | CARES APS/CPS (Exp.) | $20,000 | |
| 100222.4936600 | CARES APS/CPS (Rev.) | $20,000 | |

**Department Justification:**
The General Assembly passed Session Law 2020-4, the COVID-19 Recovery Act, which appropriated federal CARES Act funding to county DSS agencies to support additional Adult Protective Services and Child Protective Services salary costs. These funds can be used to pay additional salary costs associated with pandemic-driven workforce shortfalls and IT equipment. These funds can be used to pay overtime and temporary worker salary costs. Beaufort County's original allocation was $59,601. The budget amendment for the original allocation was approved by the Beaufort County Board of Commissioners on August 3, 2020. On November 22, 2020, notice was received from NC DHHS that an additional $20,000 has be allocated to Beaufort County.
There are no county dollars included in the increase of these funds.

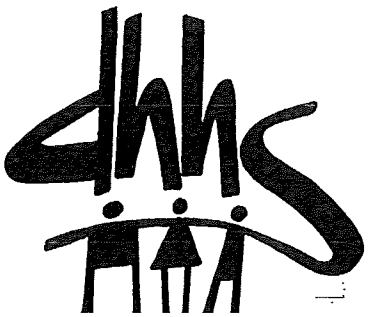
If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** _____

**State Position No.** _____

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| Department Head | Melanie Cooper | 11/24/2020 |
| Finance Officer | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| County Manager | Required for interdepartmental transfers. | |
| Board of Commissioners | Agenda Item No. _____ Reference No. _____ | |

14/15



# DIVISION OF SOCIAL SERVICES

**Low-Income Home Energy Assistance (LIEAP) - Pandemic LIEAP**

**FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds**
**EFFECTIVE DATE: 12/01/2020**
**AUTHORIZATION NUMBER: Pandemic LIEAP**

**ALLOCATION PERIOD**
**FROM DECEMBER 2020 THRU MAY 2021 SERVICE MONTHS**
**FROM JANUARY 2021 THRU JUNE 2021 PAYMENT MONTHS**

| | | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|---|---|---|---|---|---|---|---|
| Co. No. | COUNTY | Federal | Total | Federal | Total | Federal | Total |
| 01 | ALAMANCE | 253,295.67 | 253,295.67 | 0.00 | 0.00 | 253,295.67 | 253,295.67 |
| 02 | ALEXANDER | 66,485.22 | 66,485.22 | 0.00 | 0.00 | 66,485.22 | 66,485.22 |
| 03 | ALLEGHANY | 38,066.05 | 38,066.05 | 0.00 | 0.00 | 38,066.05 | 38,066.05 |
| 04 | ANSON | 154,871.46 | 154,871.46 | 0.00 | 0.00 | 154,871.46 | 154,871.46 |
| 05 | ASHE | 101,292.19 | 101,292.19 | 0.00 | 0.00 | 101,292.19 | 101,292.19 |
| 06 | AVERY | 68,571.04 | 68,571.04 | 0.00 | 0.00 | 68,571.04 | 68,571.04 |
| 07 | BEAUFORT | 212,491.99 | 212,491.99 | 0.00 | 0.00 | 212,491.99 | 212,491.99 |
| 08 | BERTIE | 152,785.65 | 152,785.65 | 0.00 | 0.00 | 152,785.65 | 152,785.65 |
| 09 | BLADEN | 156,566.18 | 156,566.18 | 0.00 | 0.00 | 156,566.18 | 156,566.18 |
| 10 | BRUNSWICK | 232,437.56 | 232,437.56 | 0.00 | 0.00 | 232,437.56 | 232,437.56 |
| 11 | BUNCOMBE | 433,066.50 | 433,066.50 | 0.00 | 0.00 | 433,066.50 | 433,066.50 |
| 12 | BURKE | 183,812.09 | 183,812.09 | 0.00 | 0.00 | 183,812.09 | 183,812.09 |
| 13 | CABARRUS | 231,655.38 | 231,655.38 | 0.00 | 0.00 | 231,655.38 | 231,655.38 |
| 14 | CALDWELL | 167,647.06 | 167,647.06 | 0.00 | 0.00 | 167,647.06 | 167,647.06 |
| 15 | CAMDEN | 12,384.50 | 12,384.50 | 0.00 | 0.00 | 12,384.50 | 12,384.50 |
| 16 | CARTERET | 150,048.03 | 150,048.03 | 0.00 | 0.00 | 150,048.03 | 150,048.03 |
| 17 | CASWELL | 102,074.37 | 102,074.37 | 0.00 | 0.00 | 102,074.37 | 102,074.37 |
| 18 | CATAWBA | 154,219.65 | 154,219.65 | 0.00 | 0.00 | 154,219.65 | 154,219.65 |
| 19 | CHATHAM | 107,288.90 | 107,288.90 | 0.00 | 0.00 | 107,288.90 | 107,288.90 |
| 20 | CHEROKEE | 99,076.02 | 99,076.02 | 0.00 | 0.00 | 99,076.02 | 99,076.02 |
| 21 | CHOWAN | 78,217.91 | 78,217.91 | 0.00 | 0.00 | 78,217.91 | 78,217.91 |
| 22 | CLAY | 47,061.11 | 47,061.11 | 0.00 | 0.00 | 47,061.11 | 47,061.11 |
| 23 | CLEVELAND | 261,899.64 | 261,899.64 | 0.00 | 0.00 | 261,899.64 | 261,899.64 |
| 24 | COLUMBUS | 198,803.86 | 198,803.86 | 0.00 | 0.00 | 198,803.86 | 198,803.86 |
| 25 | CRAVEN | 172,991.95 | 172,991.95 | 0.00 | 0.00 | 172,991.95 | 172,991.95 |
| 26 | CUMBERLAND | 695,357.23 | 695,357.23 | 0.00 | 0.00 | 695,357.23 | 695,357.23 |
| 27 | CURRITUCK | 23,595.74 | 23,595.74 | 0.00 | 0.00 | 23,595.74 | 23,595.74 |
| 28 | DARE | 34,937.33 | 34,937.33 | 0.00 | 0.00 | 34,937.33 | 34,937.33 |
| 29 | DAVIDSON | 308,178.57 | 308,178.57 | 0.00 | 0.00 | 308,178.57 | 308,178.57 |
| 30 | DAVIE | 65,703.05 | 65,703.05 | 0.00 | 0.00 | 65,703.05 | 65,703.05 |
| 31 | DUPLIN | 147,049.67 | 147,049.67 | 0.00 | 0.00 | 147,049.67 | 147,049.67 |
| 32 | DURHAM | 342,724.81 | 342,724.81 | 0.00 | 0.00 | 342,724.81 | 342,724.81 |
| 33 | EDGECOMBE | 261,899.64 | 261,899.64 | 0.00 | 0.00 | 261,899.64 | 261,899.64 |
| 34 | FORSYTH | 577,959.25 | 577,959.25 | 0.00 | 0.00 | 577,959.25 | 577,959.25 |
| 35 | FRANKLIN | 156,696.55 | 156,696.55 | 0.00 | 0.00 | 156,696.55 | 156,696.55 |
| 36 | GASTON | 336,988.83 | 336,988.83 | 0.00 | 0.00 | 336,988.83 | 336,988.83 |
| 37 | GATES | 37,023.14 | 37,023.14 | 0.00 | 0.00 | 37,023.14 | 37,023.14 |
| 38 | GRAHAM | 33,894.43 | 33,894.43 | 0.00 | 0.00 | 33,894.43 | 33,894.43 |
| 39 | GRANVILLE | 130,493.55 | 130,493.55 | 0.00 | 0.00 | 130,493.55 | 130,493.55 |
| 40 | GREENE | 79,651.91 | 79,651.91 | 0.00 | 0.00 | 79,651.91 | 79,651.91 |
| 41 | GUILFORD | 952,954.88 | 952,954.88 | 0.00 | 0.00 | 952,954.88 | 952,954.88 |
| 42 | HALIFAX | 428,112.70 | 428,112.70 | 0.00 | 0.00 | 428,112.70 | 428,112.70 |
| 43 | HARNETT | 211,970.54 | 211,970.54 | 0.00 | 0.00 | 211,970.54 | 211,970.54 |
| 44 | HAYWOOD | 140,792.24 | 140,792.24 | 0.00 | 0.00 | 140,792.24 | 140,792.24 |
| 45 | HENDERSON | 151,482.02 | 151,482.02 | 0.00 | 0.00 | 151,482.02 | 151,482.02 |
| 46 | HERTFORD | 157,218.00 | 157,218.00 | 0.00 | 0.00 | 157,218.00 | 157,218.00 |
| 47 | HOKE | 110,678.34 | 110,678.34 | 0.00 | 0.00 | 110,678.34 | 110,678.34 |

**Low-Income Home Energy Assistance (LIEAP)** **AUTHORIZATION NUMBER: Pandemic LIEAP**

| | | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|---|---|---|---|---|---|---|---|
| | COUNTY | Federal | Total | Federal | Total | Federal | Total |
| 48 | HYDE | 32,460.43 | 32,460.43 | 0.00 | 0.00 | 32,460.43 | 32,460.43 |
| 49 | IREDELL | 147,310.40 | 147,310.40 | 0.00 | 0.00 | 147,310.40 | 147,310.40 |
| 50 | JACKSON | 93,600.77 | 93,600.77 | 0.00 | 0.00 | 93,600.77 | 93,600.77 |
| 51 | JOHNSTON | 275,327.05 | 275,327.05 | 0.00 | 0.00 | 275,327.05 | 275,327.05 |
| 52 | JONES | 63,747.60 | 63,747.60 | 0.00 | 0.00 | 63,747.60 | 63,747.60 |
| 53 | LEE | 97,511.66 | 97,511.66 | 0.00 | 0.00 | 97,511.66 | 97,511.66 |
| 54 | LENOIR | 213,925.99 | 213,925.99 | 0.00 | 0.00 | 213,925.99 | 213,925.99 |
| 55 | LINCOLN | 129,059.55 | 129,059.55 | 0.00 | 0.00 | 129,059.55 | 129,059.55 |
| 56 | MACON | 81,737.72 | 81,737.72 | 0.00 | 0.00 | 81,737.72 | 81,737.72 |
| 57 | MADISON | 82,128.81 | 82,128.81 | 0.00 | 0.00 | 82,128.81 | 82,128.81 |
| 58 | MARTIN | 111,199.80 | 111,199.80 | 0.00 | 0.00 | 111,199.80 | 111,199.80 |
| 59 | MCDOWELL | 144,833.50 | 144,833.50 | 0.00 | 0.00 | 144,833.50 | 144,833.50 |
| 60 | MECKLENBURG | 1,087,751.64 | 1,087,751.64 | 0.00 | 0.00 | 1,087,751.64 | 1,087,751.64 |
| 61 | MITCHELL | 51,493.46 | 51,493.46 | 0.00 | 0.00 | 51,493.46 | 51,493.46 |
| 62 | MONTGOMERY | 65,572.68 | 65,572.68 | 0.00 | 0.00 | 65,572.68 | 65,572.68 |
| 63 | MOORE | 127,755.92 | 127,755.92 | 0.00 | 0.00 | 127,755.92 | 127,755.92 |
| 64 | NASH | 271,807.24 | 271,807.24 | 0.00 | 0.00 | 271,807.24 | 271,807.24 |
| 65 | NEW HANOVER | 335,815.56 | 335,815.56 | 0.00 | 0.00 | 335,815.56 | 335,815.56 |
| 66 | NORTHAMPTON | 122,802.12 | 122,802.12 | 0.00 | 0.00 | 122,802.12 | 122,802.12 |
| 67 | ONSLOW | 216,782.67 | 216,782.67 | 0.00 | 0.00 | 216,782.67 | 216,782.67 |
| 68 | ORANGE | 203,236.20 | 203,236.20 | 0.00 | 0.00 | 203,236.20 | 203,236.20 |
| 69 | PAMLICO | 38,848.23 | 38,848.23 | 0.00 | 0.00 | 38,848.23 | 38,848.23 |
| 70 | PASQUOTANK | 106,767.45 | 106,767.45 | 0.00 | 0.00 | 106,767.45 | 106,767.45 |
| 71 | PENDER | 126,713.02 | 126,713.02 | 0.00 | 0.00 | 126,713.02 | 126,713.02 |
| 72 | PERQUIMANS | 59,315.25 | 59,315.25 | 0.00 | 0.00 | 59,315.25 | 59,315.25 |
| 73 | PERSON | 108,462.17 | 108,462.17 | 0.00 | 0.00 | 108,462.17 | 108,462.17 |
| 74 | PITT | 470,611.10 | 470,611.10 | 0.00 | 0.00 | 470,611.10 | 470,611.10 |
| 75 | POLK | 39,239.32 | 39,239.32 | 0.00 | 0.00 | 39,239.32 | 39,239.32 |
| 76 | RANDOLPH | 234,914.46 | 234,914.46 | 0.00 | 0.00 | 234,914.46 | 234,914.46 |
| 77 | RICHMOND | 222,660.32 | 222,660.32 | 0.00 | 0.00 | 222,660.32 | 222,660.32 |
| 78 | ROBESON | 443,625.92 | 443,625.92 | 0.00 | 0.00 | 443,625.92 | 443,625.92 |
| 79 | ROCKINGHAM | 257,336.93 | 257,336.93 | 0.00 | 0.00 | 257,336.93 | 257,336.93 |
| 80 | ROWAN | 223,442.50 | 223,442.50 | 0.00 | 0.00 | 223,442.50 | 223,442.50 |
| 81 | RUTHERFORD | 175,859.94 | 175,859.94 | 0.00 | 0.00 | 175,859.94 | 175,859.94 |
| 82 | SAMPSON | 245,343.51 | 245,343.51 | 0.00 | 0.00 | 245,343.51 | 245,343.51 |
| 83 | SCOTLAND | 151,090.93 | 151,090.93 | 0.00 | 0.00 | 151,090.93 | 151,090.93 |
| 84 | STANLY | 114,589.24 | 114,589.24 | 0.00 | 0.00 | 114,589.24 | 114,589.24 |
| 85 | STOKES | 100,770.74 | 100,770.74 | 0.00 | 0.00 | 100,770.74 | 100,770.74 |
| 86 | SURRY | 195,805.50 | 195,805.50 | 0.00 | 0.00 | 195,805.50 | 195,805.50 |
| 87 | SWAIN | 40,151.86 | 40,151.86 | 0.00 | 0.00 | 40,151.86 | 40,151.86 |
| 88 | TRANSYLVANIA | 65,963.77 | 65,963.77 | 0.00 | 0.00 | 65,963.77 | 65,963.77 |
| 89 | TYRRELL | 24,247.55 | 24,247.55 | 0.00 | 0.00 | 24,247.55 | 24,247.55 |
| 90 | UNION | 218,619.06 | 218,619.06 | 0.00 | 0.00 | 218,619.06 | 218,619.06 |
| 91 | VANCE | 243,257.70 | 243,257.70 | 0.00 | 0.00 | 243,257.70 | 243,257.70 |
| 92 | WAKE | 624,830.74 | 624,830.74 | 0.00 | 0.00 | 624,830.74 | 624,830.74 |
| 93 | WARREN | 115,632.14 | 115,632.14 | 0.00 | 0.00 | 115,632.14 | 115,632.14 |
| 94 | WASHINGTON | 58,141.98 | 58,141.98 | 0.00 | 0.00 | 58,141.98 | 58,141.98 |
| 95 | WATAUGA | 68,701.40 | 68,701.40 | 0.00 | 0.00 | 68,701.40 | 68,701.40 |
| 96 | WAYNE | 303,746.22 | 303,746.22 | 0.00 | 0.00 | 303,746.22 | 303,746.22 |
| 97 | WILKES | 187,331.90 | 187,331.90 | 0.00 | 0.00 | 187,331.90 | 187,331.90 |
| 98 | WILSON | 322,909.61 | 322,909.61 | 0.00 | 0.00 | 322,909.61 | 322,909.61 |
| 99 | YADKIN | 55,013.26 | 55,013.26 | 0.00 | 0.00 | 55,013.26 | 55,013.26 |
| 100 | YANCEY | 87,995.15 | 87,995.15 | 0.00 | 0.00 | 87,995.15 | 87,995.15 |
| 150 | Jackson Indian | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 187 | Swain Indian | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total | $ 18,910,272.00 | $ 18,910,272.00 | $ - | $ - | $ 18,910,272.00 | $ 18,910,272.00 |

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: Pandemic LIEAP

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: 2001NCE5C3
Award Date: FFY 2020
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: LIEAP COVID-19
Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE

DATE: November 6, 2020

**Beaufort County**
**Finance**

# Budget Amendment Request

**Department: Social Services** **Date of Request:** December 7, 2020

**FY Budget:** 2021

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 105480.562006 | COVID LIEAP (Exp.) | $212,492 | |
| 100222.493570 | COVID LIEAP (Rev.) | $212,492 | |

**Department Justification:**
Due to COVID 19, the Low Income Energy Assistance Program (LIEAP) is operating differently this year. The targeted population of elderly and disabled adults who were eligible for LIEAP last year and are currently receiving Food and Nutrition Services will receive an automatic payment this year for Pandemic LIEAP. Beaufort County's allocation is $212,492. This will eliminate this population from having to come into the agency to apply for benefits. Funding through the CARES Act has been appropriated for the Pandemic LIEAP automatic payments and will not come out of our regular LIEAP allocation. Anyone who is not eligible for the automated payment can still apply for LIEAP.
There are no county dollars included in the increase of these funds.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** _____

**State Position No.** _____

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| Department Head | Melanie Corprew | 11/30/2020 |
| Finance Officer | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| County Manager | Required for interdepartmental transfers. | |
| Board of Commissioners | Agenda Item No. _____ Reference No. _____ | |

14/15

# Beaufort County
# Finance

# Budget Amendment Request

**Department:** Health **Date of Request:** 12/07/2020

**FY Budget:** 20/21 #17

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 100600-460000 | Health Grant Revenue | $110,000 | |
| 105120-539303 | COVID-19 Temp Employee | $69,120 | |
| 105120-526015 | Grant Supplies | $5,000 | |
| 105120-537000 | Advertising | $5,880 | |
| 105161-519300 | Behavioral Health Professional Services | $30,000 | |
| 100400-455050 | COVID-19 Insurance Revenue | $49,200 | |
| 100221-451615 | COVID-19 Medicaid Revenue | $17,500 | |
| 105120-519801 | Immunization Professional Services | $66,700 | |

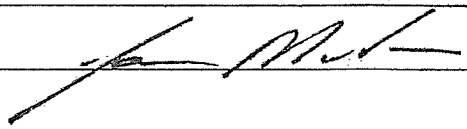
**Department Justification:**

- Kate B Reynolds Grant $110,000 to support COVID and Behavioral Health
- COVID-19 Insurance and Medicaid Revenue

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** N/A

**State Position No.** N/A

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| Department Head |  | 11/13/2020 |
| Finance Officer | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| County Manager | Required for interdepartmental transfers. | |
| Board of Commissioners | Agenda Item No. _____ Reference No. _____ | |

14/15

**Beaufort County**
**Finance**

# Budget Amendment Request

**Department:** Health **Date of Request:** 12-7-2020

**FY Budget:** 20/21 #18

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 105120-539303 | Temporary Staff COVID-19 | | $21,079 |
| 105120-512200 | Immunizations Overtime | $4,002 | |
| 105126-512200 | Preparedness Overtime | $459 | |
| 105120-526110 | COVID-19 Supplies | $16,618 | |

**Department Justification:**

- Reallocating to cover COVID-19 expenditures

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** N/A

**State Position No.** N/A

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| Department Head | James Madson<br>James Madson (Nov 24, 2020 15:48 EST) | 11/24/2020 |
| Finance Officer | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| County Manager | Required for interdepartmental transfers. | |
| Board of Commissioners | Agenda Item No. _____ Reference No. _____ | |

14/15

# Office of the Sheriff

Ernie Coleman

SHERIFF

Beaufort County Sheriff's Office
210 North Market Street
Washington, NC 27889

Office: 252-946-71
Fax: 252-946-09

December 1, 2020

To: Katie Mosher

From: Captain Jeremy Hewitt

Ref: Surplus Vehicle Request

Please process this request to have the following vehicle declared surplus. The Sheriff's Office needs to surplus the following vehicle due to engine failure. The vehicle is stored at Classic Autobody in non-running condition.

| Vehicle # | Year / Make / Model | Color | Mileage | VIN# |
|---|---|---|---|---|
| 3112 | 2012 Dodge Charger | Black | 179,720 | 2C3CDXAT2CH153969 |

# BEAUFORT COUNTY EMS ASSOCIATIONS

October 29, 2020

To Whom It May Concern:

Please be advised that I am the First Vice President for the Beaufort County EMS Association.

With this said, due to the resignation of Shane Grier, who was the Captain of Chocowinity EMS and President of the EMS Association, and according to our charter, this vacancy must be filled by the next in-line. As the First Vice President, I am the next choice to move into this position. I would be honored to do so and to also replace Mr. Grier on the Oversight Committee, where he held the title of Chairman. If selected, I would suggest adding someone to the position of Chairman.

I can be reached at 252-946-6861 or via email at star454@suddenlink.net.

If there are any questions, please feel free to contact.

Respectfully,

Arlene J Orofino

Arlene (AJ) Orofino
EMT

**Steve Troxler**
Commissioner

# North Carolina Department of Agriculture and Consumer Services

**N. David Smith**
Chief Deputy Commissioner

October 26, 2020

Ms. Ann Williams
Beaufort Soil and Water Conservation District
155-C Airport Road
Washington, NC 27889

**CONTRACT NUMBER: 17-175-4042**
**AMENDMENT NUMBER: 03-2021**

Dear Ms.Williams:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, it is with great pleasure that I offer to amend your existing agreement for the contract number 17-175-4042. The amendment is necessary to extend the project period through December 31, 2021.

Two original amendment packets must be printed, completed and returned to the NCDA&CS, making sure that the amendments and certain forms have been signed, dated, and witnessed. Signing these documents represents your understanding and acknowledgement that all other terms and conditions of the original contract are still in effect. Please return the two packets to:

Heather Reichert
N.C. Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

One fully executed, original amendment will be returned to you for your records. If you have any questions about your amendment or any of the forms contained in your offer packet, please contact Heather Reichert at (919) 707-3768, or Heather.Reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the Stream Debris Removal Program.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosure
cc: Heather Bruce, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 ● Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
**Steven W. Troxler, Commissioner**

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This form must be returned with your completed contract amendment package.

INSTRUCTIONS: Check the YES boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed (for government entities) or notarized (for non-government entities) copies of the contract amendment with signatures in blue ink. Be sure to include all the other documents specified in your contract amendment package. If ☒ NO has been checked off for you, that document is not required for this grant program or project.

**GRANTEE ORGANIZATION NAME:** Beaufort Soil and Water Conservation District

**PROJECT TITLE/NAME:** Stream Debris Removal Project

**CONTRACT #:** 17-175-4042 **AMENDMENT #:** 03-2021

| Check one Box | DOCUMENT TITLE *ALL SIGNATURES MUST BE IN BLUE INK* | DEPARTMENT USE - DOCUMENTS ATTACHED | GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED |
|---|---|---|---|
| ☐ Yes ☐ No | Contract Amendment "Check Off List" for Grantee | ☐ Yes ☐ No | ☐ Yes ☐ No |
| ☐ Yes ☐ No | Contract Amendment Cover | ☐ Yes ☐ No | ☐ Yes ☐ No |
| ☐ Yes ☐ No | **Attachment A** -- Signature Card | ☐ Yes ☐ No | ☐ Yes ☐ No |
| | | | |

NCDA&CS –
Check Off List – Amendment
Rev 07/14;8/16;1/17;10/17

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Departmental Use Only

CENTER: 2975-4786
ACCOUNT: 536502
AMOUNT: $224,997.00

CENTER: 2975-4786-2017
ACCOUNT: 536502
AMOUNT: $86,912.00

# North Carolina Department of Agriculture and Consumer Services

## Division of Soil and Water Conservation

## Stream Debris Removal Program

### Amendment Number: 03-2021
### Contract Number: 17-175-4042

This document amends the Contract bearing the effective date of January 1, 2017, between the North Carolina Department of Agriculture and Consumer Services, hereinafter referred to as the "Agency" and the **Beaufort Soil and Water Conservation District**, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is 56-6001521. The Grantee's DUNS number is 616168266.

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the Contract provisions as outlined below.

1. Section II. Effective Period: The termination date of **December 31, 2020** is changed to **December 31, 2021**.

**Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Amendment.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Amendment in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

**Beaufort Soil and Water Conservation District**

_____
Signature of Authorized Representative Date

_____
Printed Name Title

**Witness:**

Signature Date

Printed Name Title

**North Carolina Department of Agriculture and Consumer Services**

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner
Printed Name of Authorized Representative

## Signature Card

## CONTRACT & FINANCIAL DOCUMENTS

| INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated. | |
|---|---|
| SECTION I. | |
| Date: | |
| Legal Applicant Organization/Agency Name: | |
| Federal Tax Identification Number: | |
| SECTION II. | |
| Certification:<br>By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization. | |
| NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature) | |
| **Board Chair, Executive Director, etc.** | **Financial Representative, Treasurer, etc.** |
| Print Name & Title: | Print Name & Title: |
| Signature: | Signature: |
| GOVERNMENTAL ENTITIES (Must match Contract signature) | |
| **Authorized Governmental Official** | **Chief Fiscal Officer** |
| Print Name & Title: | Print Name & Title: |
| Signature: | Signature: |

Senior Citizens applications that were late due to needing additional information

2020 Late filings for exemptions

| NAME | DATE FILED | QUALIFY | TYPE OF APPLICANT | ADDRESS |
|---|---|---|---|---|
| Gregory Hodges | 09/29/20 | Yes | Elderly | 683 Palm St. |
| Hilda Butler | 09/10/20 | Yes | Elderly | 7220 Market St. Ex. |
| William Erb | 09/15/20 | Yes | Elderly | 778 Taylor Rd. |
| Martin Pruitt | 09/10/20 | Yes | Disabled | 7122 Market St. |
| Laurie Culpepper | 08/28/20 | Yes | Elderly | 910 N Market St. |
| Juanita Spencer | 08/31/20 | Yes | Elderly | 3556 Kelly Rd. |
| Bonner Latham | 08/26/20 | Yes | Elderly | 38 Duck Creek Shores Rd. |
| Lynn Smith | 08/26/20 | Yes | Elderly | 504 Williamsburg Rd. |
| Richard Hofacker | 08/26/20 | Yes | Elderly | 103 Panticough Dr. |
| Elizabeth Alligood | 08/18/20 | Yes | Elderly | 3601 River Rd. |
| Joyce Jimenez | 08/17/20 | Yes | Elderly | 106 Libbie Lane |
| Zelda Woolard | 08/12/20 | Yes | Elderly | 3200 Lizzard Slip Rd. |
| Shirley Griffin | 10/15/2020 | Yes | Elderly | 409 Fleming Street |
| Carrie Geiger | 10/15/2020 | Yes | Elderly | 607 Tarboro Street |
| Casey Cox | 02/20/20 | Yes | DV | 221 Alderson Rd. |
| James Ratcliff Jr. | 02/11/20 | Yes | Disabled | 5934 Free Union Ch Rd. |
| Golet Holloway | 06/19/20 | Yes | DV | 626 Edward St. |

PTS Refunds FOR End of November

Billy B. Park

NCPTS ▾ Assessment CAMBROSE2 | Search | Abstract # | Tax Year: 2020 | Go

Abstract | Registrars | Appeal | Workflow | Admin | Options | Help

NCPTS -> Assessment -> Refund Approval -> Adjustment Refund

**Approval Queue Filter**

Exclude from Report | Source Type | Adjustment Reason: Adjustment, Amended Listing, Assessed In Error | Refund Amount From / To | Close Date From / To | Refresh | Clear Filter

Approve | Deny | Undo Approval | Edit Board Date | Board Date: 12/07/2020

Reapply | Edit | Assign Vendor | Print Individual Check | Authorize | Adjust | Remove Vendor | Reset Print Individual Check | Exclude from Report

**Total Refund Amount: $75.70**

**Queue Contents ( 3 Records )**

1

| Transaction # | Adjustment # | Adjustment Reason | Batch # | Closed Date | OPID | Bill # | Source Type | Received Amount | Refund Amount | Delqs | Board Date | Adjustment Date | Approve Deny | Vendor # | Single Check |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 815598 | 8371 | Listed In Error | 575902 | 11/18/2020 | DPCADJ | 0009541136-2020-2020-0001-00 | IND | $45.53 | $41.52 | Yes | 12/07/2020 | 11/18/2020 | | | |
| HARRINGTON, PATRICK RUSSELL P O BOX 88 BATH NC 27808-0088 | | | | | | | | | | | | | | | |
| 809721 | 8310 | Over Assessment | 575742 | 10/30/2020 | DPCADJ | 0009544123-2020-2020-0000-00 | IND | $39.28 | $29.10 | No | 12/07/2020 | 10/30/2020 | | | |
| MIZELL, MICHAEL WAYNE JR 1802 JOHN SMALL AVENUE WASHINGTON NC 27889 | | | | | | | | | | | | | | | |
| 809313 | 8285 | Value Change | 575725 | 10/28/2020 | DPCADJ | 0009544427-2020-2020-0000-00 | IND | $10.18 | $5.08 | No | 12/07/2020 | 10/28/2020 | | | |
| BUCKMAN, BRYAN WESLEY 514 FAIRVIEW AVENUE WASHINGTON NC 27889 | | | | | | | | | | | | | | | |

VTS Refunds FOR End of November

BLy 8.5

NCVTS Vehicle Appeal Workflow Admin Options Help CAMBROSE2 Search Abstract # Tax Year: 2020 Go

NCVTS -> Vehicle Tax -> Refund Approval -> Proration Refund

Authorize | Edit

**Queue Contents ( 4 Records )**

1

| ☐ | Transaction # | Bad Debt | Status | Closed Date | OPID | Bill # | Received Amount | Refund Amount |
|---|---|---|---|---|---|---|---|---|
| ☐ | 68088347 | | PENDING | 11/25/2020 | VTSCASHIERING | 0047824492-2019-2019-0000-00 | $215.78 | $161.83 |
| LINTON, AMY WOOLARD 75 MANSFIELD RD WASHINGTON NC 27889-7637 | | | | | | | | |
| ☐ | 67854604 | | PENDING | 11/16/2020 | VTSCASHIERING | 0055439043-2020-2020-0000-00 | $217.00 | $108.49 |
| COLTRAIN, DANIEL EDWARD 5846 MARKET STREET EXT WASHINGTON NC 27889-8147 | | | | | | | | |
| ☐ | 67632006 | | PENDING | 11/05/2020 | VTSCASHIERING | 0045358105-2019-2019-0000-00 | $332.13 | $109.05 |
| RATCLIFFE, SYLVIA KEECH 1311 VAN NORDEN ST WASHINGTON NC 27889-3504 | | | | | | | | |
| ☐ | 67631769 | | PENDING | 11/04/2020 | VTSCASHIERING | 0052266057-2019-2019-0000-00 | $493.14 | $203.39 |
| HOWDY, DAVID ALLAN 251 MOSS WAY WASHINGTON NC 27889 | | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 816283 | 575953 | 11/25/2020 | 0000048404-2017-2017-0000-00 | REI | $190.76 | $190.76 | | |
| | | | | | | Overpayment Parcel #8287 | | |
| **REYES, ERIC J 3403 CUTLER COURT GREENVILLE BEAUFORT NC 27834** | | | | | | | | |
| 816138 | 575936 | 11/23/2020 | 0009531398-2020-2020-0000-00 | REI | $1,474.94 | $1,141.90 | | |
| | | | | | | Overpayment Parcel# 182 | | BLTPREG |
| **SMITH, CHARLES B 11504 HELMOND WAY RALEIGH BEAUFORT NC 27617** | | | | | | | | |
| | 575891 | 11/17/2020 | 0000008027-2020-2020-0000-00 | REI | $1,463.01 | $1,191.65 | | |
| | | | | | | Overpayment parcel# 25618 | | BLTPREG |
| **CANNON, STEPHEN RODNEY PO BOX 242 WINTERVILLE BEAUFORT NC 28590** | | | | | | | | |
| | | | | | | | | |
| ☐ | true BLTPREG 809879 | 575762 | 11/02/2020 | 0000013813-2020-2020-0000-00 | REI | $1,609.90 | $415.82 | |
| | | | | | | Overpayment Parcel# 1615 | | BLTPREG |
| **WHICHARD, BOBBY 4475 US HWY 264 W WASHINGTON BEAUFORT NC 27889** | | | | | | | | |
| ☐ | true BLTPREG 809879 | 575762 | 11/02/2020 | 0000013812-2020-2020-0000-00 | REI | $1,609.90 | $121.42 | |
| | | | | | | Overpayment Parcel# 17220 | | BLTPREG |
| **WHICHARD, BOBBY 4475 US HWY 264 W WASHINGTON BEAUFORT NC 27889** | | | | | | | | |
| | 575688 | 10/30/2020 | WKINION | 0000013813-2020-2020-0000-00 | REI | $862.40 | $325.16 | |
| | | | | | | Overpayment Parcel# 1615 | | BLTPREG |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| WHICHARD, BOBBY 4475 US HWY 264 W WASHINGTON BEAUFORT NC 27889 | | | | | | | | |
| 575792 | 11/04/2020 | HACKLIN | 0000003944-2020-2020-0000-00 | REI | $600.00 | $100.00 | No | |
| | | | Overpayment Parcel# 19211 | | | BLTPREG | | |
| EVERSON, CATHERINE J 307 EVERSON LANE WASHINGTON BEAUFORT NC 27889 | | | | | | | | |

# ADDENDUM 2

## Health Department WIC Position

**Beaufort County**
**Finance**

# Budget Amendment Request

**Department:** Health **Date of Request:** 12/07/2020

**FY Budget:** 20/21 #19

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 100600-460100 | WIC Hyde Services Revenue | $10,643 | |
| 105167-512100 | WIC Salary | $4762 | |
| 105167-518100 | WIC FICA | $296 | |
| 105167-518200 | WIC Local Government Retirement | $483 | |
| 105167-518300 | WIC Hospitalization | $3,654 | |
| 105167-518400 | WIC Medicare | $69 | |
| 105167-518900 | WIC 401K | $95 | |
| 105167-539300 | WIC Temporary Services | $1,284 | |

**Department Justification:**

- Hyde County contract funding for WIC services for FY21

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** N/A

**State Position No.** N/A

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| Department Head | | 12/2/2020 |
| Finance Officer | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| County Manager | Required for interdepartmental transfers. | |
| Board of Commissioners | Agenda Item No. _____ Reference No. _____ | |

14/15

# ADDENDUM 3

## Replacement of Chillers at Northside High School and Northeast Elementary

# BEAUFORT COUNTY SCHOOLS
# CAPITAL PROJECT NOTIFICATION
# BID REQUEST

| | |
|---|---|
| Date: | August 17, 2020 |
| Bid # | 20-21-1 |
| Project name: | Replacement of Chillers |
| Project location: | Northside High school<br>7868 Free Union Church Road<br>Pinetown, NC 27865 |

**Project description:**

Replacement of (2) two 155 Ton Air cooled chillers at Northside High School. Disconnect all power and wiring, control wiring, and chilled water piping for removal and disposal of our (2) two Trane 155 ton air cooled chillers.

Supply (2) two 155 ton air cooled chillers include all labor, accessories, tools, equipment, and materials necessary for the removal and installation of both units.

Addition to the project: Add a new chilled water pump (redundant) to the chiller loop in the proposal, pump, vales, fittings, wiring needed to connect to the new pump to the existing chilled water loop. This pump will be and addition to the pump currently in use.

If site visit is necessary, please contact Jamie Stokes, Director of Maintenance at 252-945-9863.

Contractor must provide Beaufort County Schools with a list of all personnel that will be on the project and assure that all personnel have had a sex offender background check. Contractor is to make sure that all staff are aware that Beaufort County Schools is a tobacco free site.

The successful contractor will be responsible for all work detailed in this Request for Proposal (RFP) or subsequent amendments. Beaufort County Schools reserves the right to select a firm which it deems to offer the best overall package, including information regarding the contractor's ability to meet the required schedule. Past performance on other similar projects will be a consideration in the selection of the chosen contractor.

Vendor Name and Address

Brady Services, Inc.

2025 16th Street

Greensboro, NC 27405

Date: 8/24/2020

Base Bid: $270,683.00

NC Sale Tax: $ 12,615.00

Grand Total Including NC Taxes: $283,298.00

Title: Assistant Corporate Secretary

Printed Name: Jason Patterson

Signature:

Sealed bids must be received by 12:00 p.m. on September 4, 2020.

Please note the bid number on the bid sheet and envelope.

Submit to:

Beaufort County Schools
Attention: Lisa Duke
321 Smaw Road
Washington, NC 27889

# BEAUFORT COUNTY SCHOOLS
# CAPITAL PROJECT NOTIFICATION
# BID REQUEST

| | |
|---|---|
| Date: | August 17, 2020 |
| Bid # | 20-21-2 |
| Project name: | Replacement of Compressor |
| Project location: | Northeast Elementary School<br>2100 US Highway 264 East<br>Pinetown, NC 27865 |

Project description:

Replace (1) one 70 ton compressor on existing chiller with a new 70 ton compressor of equal or greater quality. Include all cost associated with the disassembly and removal of existing chiller and the new chiller Re-assembly. Include price with and without Expansion Valve option.

If site visit is necessary, please contact Jamie Stokes, Director of Maintenance at 252-945-9863.

Contractor must provide Beaufort County Schools with a list of all personnel that will be on the project and assure that all personnel have had a sex offender background check. Contractor is to make sure that all staff are aware that Beaufort County Schools is a tobacco free site.

The successful contractor will be responsible for all work detailed in this Request for Proposal (RFP) or subsequent amendments. Beaufort County Schools reserves the right to select a firm which it deems to offer the best overall package, including information regarding the contractor's ability to meet the required schedule. Past performance on other similar projects will be a consideration in the selection of the chosen contractor.

**Vendor Name and Address**

Allred Mechanical Services Inc

3714 Fluellen Dr

Rocky Mount, NC 27804

**Date:** 9/3/2020

**Base Bid With Expansion Valve Option:** $30,907.00

NC Sale Tax: $2,086.00

Grand Total Including NC Taxes: $32,993.00

**Base Bid Without Expansion Valve Option:** $26,825.00

NC Sale Tax: $1,810.00

Grand Total Including NC Taxes: $28,635.00

Title: Vice President

Printed Name: Anthony N Morris

Signature:

ALLIED MECHANICAL SERVICES, INC. CORPORATE SEAL 2005 NORTH CAROLINA

Sealed bids must be received by 12:00 p.m. on September 4, 2020.

Please note the bid number on the bid sheet and envelope.

Submit to:

Beaufort County Schools
Attention: Lisa Duke
321 Smaw Road
Washington, NC 27889

# ADDENDUM 4

## Master Agreement/Contact, Soil and Water

**Steve Troxler**
Commissioner

# North Carolina Department of Agriculture and Consumer Services

**N. David Smith**
Chief Deputy Commissioner

October 19, 2020

Ms. Ann Williams, Office Manager
Beaufort Soil & Water Conservation District
Agricultural Center, 155C Airport Road
Washington, NC 27889-9684

**NOTIFICATION OF FUNDING OFFER**

Dear Ms. Williams:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I am pleased to inform you that **$28,777.00** has been approved for District Matching Funds and Technical Assistance.

Two original contract packets must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided below. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets to:

Helen Wiklund, Administrative Specialist
NC Department of Agriculture & Consumer Services
Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

All authorized representative signatures must be in blue or black ink. Please Use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully-executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Helen Wiklund at 919-707-3773, or feel free to send an email to helen.wiklund@ncagr.gov.

I would like to take this opportunity to thank you for your efforts to protect the soil and water resources of our state.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

**Contract Check Off List for Grantee (Government/University)**

**INSTRUCTIONS:** Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

**GRANTEE ORGANIZATION NAME:** Beaufort Soil & Water Conservation District
**PROJECT TITLE/NAME:** District Master Agreement
**CONTRACT #:** 21-035-4005

| *Grantee Organization Entities Only Check One Box* | | *Document Title* | *Department Use – Documents Attached or On File* | | *Grants and Contracts- Documents Attached or On File* | |
|---|---|---|---|---|---|---|
| Yes | No | Contractual "Check Off List for Grantee | Yes | No | Yes | No |
| Yes | No | Contract Cover (To be signed, dated & witnessed) | Yes | No | Yes | No |
| Yes | No | Attachment A – General Terms and Conditions – Government/University | Yes | No | Yes | No |
| Yes | No | Attachment B – Scope of Work (includes Timeline and Line Item Budget) | Yes | No | Yes | No |
| Yes | No | Attachment C – Certifications and Assurances Section | Yes | No | Yes | No |
| Yes | No | Attachment D – NC OpenBook Supplemental Information | Yes | No | Yes | No |
| Yes | No | Attachment E – Signature Card | Yes | No | Yes | No |
| Yes | No | Attachment F – W-9 Tax Information | Yes | No | Yes | No |
| Yes | No | Attachment G – Vendor Electronic Payment Form | Yes | No | Yes | No |

Rev. 6/17

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Departmental Use Only

CENTER: 1611-3701
ACCOUNT: 536967
AMOUNT: $3,600.00

CENTER: 2710
ACCOUNT: 536502
AMOUNT: $24,727.00

CENTER:
ACCOUNT: 536502
AMOUNT:

CENTER: 2715
ACCOUNT: 536502
AMOUNT: $450.00

# North Carolina Department of Agriculture and Consumer Services
# Division of Soil and Water Conservation

## District Master Agreement – Government

### CONTRACT # 21-035-4005

This Contract is made and entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil and Water Conservation**, (the "Agency") and the Beaufort Soil and Water Conservation District, (the "Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6001521 and is physically located in Beaufort County, and is further located at Agricultural Center, 155C Airport Road, Washington, NC 27889-9684.

The purpose of this Contract is to establish the procedures for the Agency to provide district matching funds and support for technical assistance to the Grantee. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purpose for which they are intended.

The Grantee's fiscal year ends June 30.

**Contract Documents:**

This Contract consists of the Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

These documents constitute the entire Contract between the Parties and supersede all prior oral or written statements or contracts.

**I. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the

highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

## II. Effective Period:

This Contract shall be effective on the 1st day of July, 2020, and shall terminate on the 30th day of June, 2023 with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

## III. Grantee's Duties:

The Grantee hereby agrees to perform, in a manner satisfactory to the Agency and in accordance with the policies and rules of the Soil and Water Conservation Commission (the "Commission"), services described in Attachment B, Scope of Work.

Work to be performed under this Contract may be performed by employees of the District.

The District shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Administrator.

## IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **$28,777.00.**

This amount consists of: $28,777.00 in State funds

The Grantee's matching requirement is **$28,327.00**, which consists of:

| | |
|---|---|
| In Kind | $ |
| Cash | |
| Cash and In-kind | $ |
| Cash and/or In-kind | $28,327.00 |
| Other/Specify | $ |

The total Contract amount is **$57,104.00.**

## V. Conflict of Interest Policy:

Any district receiving funding for an employee through this Contract shall have in place a secondary employment policy that protects the District, its employees, the County, the Agency, and the Commission from any actual, potential or perceived conflict of interest. Such policy shall be in accordance with the Commission Guidelines on Secondary Employment found at http://www.ncagr.gov/SWC/costshareprograms/documents/secondary_employment_district_employee.pdf

Any Grantee that receives funding for an employee through this Contract shall submit to the Agency by January 15, 2021 and annually thereafter a secondary employment form for each employee funded through this Contract. The Grantee shall submit an updated form along with its quarterly progress reports if the secondary employment or other potential conflicts of interest of a funded employee arise after the initial submission.

## VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

## VII. Reversion of Unexpended Funds:

Allocations not dispersed under this Contract shall revert to the Agency upon the Contract's expiration or termination.

## VIII. Reporting Requirements:

Quarterly Progress Reports:

The Grantee shall submit quarterly progress reports to the Agency, with each report due on or before the 15th day of, October, January, and April and the 30th day of June continuing until the project is complete. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter. Failure to provide quarterly reports constitutes a breach of contract and may result in funding being withheld or termination of the contract.

## IX. Payment Provisions:

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than quarterly, with an invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project, in addition to deliverables provided by the Grantee, subject to approval by the Agency. Upon approval by the Agency, payment may be made within 30 days. All payments are subject to the availability of funds.

The Grantee agrees to provide information required by the Agency to comply with the procedures for disbursement of funds under this Contract and maintain reports and accounting records, including but not limited to receipts and invoices that support the allowable expenditure of State funds.

The parties to the Contract further agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon the Grantee complying with all of the terms set forth in this Contract and performing the services specified in Attachment B in a satisfactory manner. It will be the responsibility of the Agency to determine if the Grantee is complying with the Contract and performing the services specified in Attachment B in a satisfactory manner. Failure to comply with the terms of the Contract and/or failure to perform services in a satisfactory manner may result in funding being withheld or immediate termination of the Contract.

Payment shall be made in accordance with the Contract Documents and limited to the amounts in the Scope of Work, Attachment B.

Eligible expenditures for payment must be within the effective period noted in the Contract.

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the quarterly invoices.

Indirect costs are not allowable expenditures under this Contract.

## X. Contract Administrators:

All notices permitted or required to be given by one party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the parties' respective initial Contract Administrator are set out below. Either party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other party.

**For the Agency:**

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|---|---|
| Helen Wiklund, Administrative Specialist<br>Division of Soil & Water Conservation<br>1614 Mail Service Center<br>Raleigh, NC 27699-1614<br>Telephone: 919-707-3773<br>Email: helen.wiklund@ncagr.gov | Helen Wiklund, Administrative Specialist<br>Division of Soil & Water Conservation<br>Old Health Building<br>216 W. Jones Street, 3rd Floor<br>Raleigh, NC 27603 |

**For the Grantee:**

| GRANTEE CONTRACT ADMINISTRATOR | DISTRICT KEY PERSONNEL |
|---|---|
| Ann Williams, Office Manager<br>Beaufort SWCD<br>Agricultural Center, 155C Airport Road<br>Washington, NC 27889-9684<br><br>Telephone: 252-946-4989 x 3<br>Fax: 252-946-2501<br>Email: ann.williams@co.beaufort.nc.us | Specified in Strategy Plan |

## XI. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

## XII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements of funds provided under this Contract in accordance with the following requirements:

a. Will implement or already have implemented adequate internal controls over disbursements;
b. Pre-audit all invoices presented for payment to determine:
   - Validity and accuracy of payment
   - Payment due date
   - Adequacy of documentation supporting payment
   - Legality of disbursement
c. Assure adequate control of signature stamps/plates; and
d. Assure adequate control of negotiable instruments; and

e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

**XIII. Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. The Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior written notice to the Agency.

**XIV. N.C.G.S. § 133-32 and Executive Order 24:**

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

**XV. Designation of Payees:**

As many soil and water conservation districts have entered into prior agreements with other governmental entities to administer all or a portion of their budget it is necessary to specify the payee for each activity described in the Scope of Work, Attachment B. Upon approval by the Agency of the required request for payment forms and supporting documentation, payments shall be issued to designated payees as follows:

| Activity | Payee Name | Payee Fed Tax ID |
|---|---|---|
| **District Matching Funds** | Beaufort County | 56-6001521 |
| **Technical Assistance Salary and Benefits Funds** | Beaufort County | 56-6001521 |
| **Technical Assistance Operating Funds** | Beaufort County | 56-6001521 |

**XVI. Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

**Grantee:** Beaufort Soil and Water Conservation District

Signature of Authorized Representative — Date

Printed Name — Title

**Witness:**

Signature — Date

Printed Name — Title

**North Carolina Department of Agriculture and Consumer Services**

Signature of Authorized Representative — Date

N. David Smith, Chief Deputy Commissioner

**PUBLIC SECTOR CONTRACTS (Including Local Governments)**

## General Terms and Conditions

### DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### Indemnity

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

### Default and Termination

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

### Compliance with Applicable Laws

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

**Executive Order 24:** In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

### Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

### Oversight

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

## Miscellaneous

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

**Indirect Costs Policy:** The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

**Allowable Uses of State Funds:** Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

## ATTACHMENT B

### Scope of Work and Payment Provisions

The Beaufort Soil & Water Conservation District will complete the following activities and supply the following deliverables:

1. District Matching Funds – Funds for district operating support are allocated to each county equally, subject to that District's documentation that matching funds equal to or exceeding the allocated amount are available for match. To be eligible to receive matching funds the Grantee shall:

   a. Submit by March 31 of each fiscal year an 'Application for Matching Funds for Soil & Water Conservation Districts' showing the amount of matching funds requested by the Grantee and documenting the source and amount of matching funds provided by the Grantee. The Grantee shall not count as match the funds that were allocated by the Commission for technical assistance cost share nor those local funds pledged to match technical assistance cost share. **Matching Funds not requested by March 31 shall be unencumbered from this Contract.**

   b. Upload to the Agency's SharePoint site:

      i. The approved minutes of all district board meetings held during the period of the Contract.
      ii. Term of office documentation for each board supervisor for their current term
         1. Oath of Office
         2. Employment Certification Form for District Supervisors (Form 201)
      iii. Supervisor Disclosure Form (NC-CSPs-SD) – Due annually for each board supervisor by February 28

2. Cost Share Technical Assistance – cost share funds for technical assistance positions are allocated to districts by the Commission and through the Agency in accordance with its rules and procedure, 02 NCAC 59D .0108. To be eligible to receive technical assistance cost share, the Grantee shall:

   a. Submit by June 1 of each fiscal year, the District Strategy Plan for cost share programs for the upcoming fiscal year, including a request for technical assistance funds. The request for technical assistance funds should include the name of each employee who does technical work to support Commission Cost Share Programs and an upload of those employees' Job Approval Authority.

   b. Implement cost share program activities in the District, pursuant to Commission rules and policies.

   c. Submit a Request for Payment of Technical Assistance Form at least annually and no more frequently than quarterly documenting actual expenditures for salary, benefits, and operating expenses by the Grantee in support of the technical assistance position(s) approved by the Commission and listed in the Contract Budget. Any technical assistance funds encumbered for the current fiscal year that are not

requested by the Grantee on or before June 30 of that fiscal year shall be unencumbered from this Contract.

d. Work with the technical supervisor to upload an updated Individual Development Plan in AgLearn by June 30, 2021 for each for each employee performing work on Commission cost share program contracts.

e. Have in place a secondary employment policy consistent with the Commission's Guidelines on Secondary Employment and shall upload to the Agency's SharePoint site an annual Secondary Employment Form for each employee performing work on Commission cost share program contracts. The initial Secondary Employment Form shall be submitted annually on or before October 15 of each year. The Grantee shall submit an updated form along with its quarterly Request for Payment of Technical Assistance if the secondary employment changes or other potential conflicts of interest of a subject employee arise after the initial submission.

3. Conservation Easement Stewardship - The Division shall issue the District an Easement Monitoring Work Authorization for the sites to be monitored. The District shall monitor the property easement(s) in the Work Authorization to ensure compliance with the Terms and Conditions of the Conservation Easement for each property. The deadline to complete all monitoring is June 1, 2021. The District will conduct pre-field, field and post-field activities that include:

   a. Landowner communication and correspondence;
   b. Review of the original CREP/Swine Buyout application;
   c. Review other annual monitoring reports and reference documents on the internet - based enterprise application management system (IBEAM);
   d. Load PDF Map into smart phone;
   e. Travel;
   f. Use tracking feature to record the entire location visited.
   g. Walk the property perimeter and other roads as deemed necessary to:
      1. Determine the presence of violations;
      2. Visit areas of special concern (i.e. locations of former swine production facilities, hunt stands, ATV trails, etc.); and
      3. Place/replace signs marking the conservation easement boundary.
         a. Ensure that each marking sign is placed parallel to the conservation boundary line, facing away from the conservation area.
         b. Two signs will be placed on each conservation boundary corner if the change in direction at the corner is more than 30 degrees.
         c. Install a sign at each corner on both sides of any crossing.
         d. Ensure that each sign is visible from the last sign at contract completion. Signs shall be placed no more than 200 feet apart (adjacent open fields) or no more than 100 feet apart (in forest area) if not within the line of sight of neighboring signs.
         e. If neighboring property is a subdivision, one marker with sign shall be placed at each corner of the adjoining property.
         f. The aluminum nails (provided) used to attach the signs (provided) to the trees are to be nailed one-half way into tree;

h. Within five (5) business days of completing the monitoring activity complete and submit the on-line IBEAM Stewardship monitoring forms, including all known information for the property contact in the Properties tab; and,
i. Should the District find that the Property is not in compliance with the terms of the Conservation Easement, it shall provide written notification to the DEPARTMENT using the template provided by the DEPARTMENT.
j. For each site monitored, record and submit in text box 31 of the IBEAM form the number of hours spent by the District in the monitoring activity
k. Submit invoices for payment for monitoring activities to the Department Program Manager at no more than a quarterly frequency. The invoice shall identify and request payment for the percentage of assigned properties monitored. A progress report must accompany the invoice.

**The entire (100%) of the easement boundary shall be walked during each monitoring visit unless the entirety of the easement boundary can be observed without obstruction.**

The District shall register to use the IBEAM system and provide updated property ownership changes and submit monitoring forms (including photos and screen capture of tracking). If no photos were taken, then a statement in the comments section shall state such.

To the extent the District is aware, where timber operations occurred on parcels/properties adjacent to the conservation easements, site monitoring is to occur after the completion of the timbering operation.

In the event a monitoring site visit highlights the need for additional stewardship work (management, enforcement, etc.), the District will contact the DEPARTMENT Program Manager to determine if additional tasks are warranted beyond those specifically outlined in this activity description. The associated costs, if any, may be accommodated either through the contract as direct costs or through a contract amendment.

The monitoring fee for assigned sites is shown on the Work Authorization. Said fee shall be due and payable upon receipt of a proper invoice identifying the percentage of assigned properties monitored and including a progress report.

**CONTRACT BUDGET**
The following budget reflects the maximum authorized payment for each activity described in the scope of work.

**Activity 1: District Matching Funds**

| Fiscal Year | Maximum Amount Awarded | District Match Requirement |
|---|---|---|
| **2020-21** | $3,600.00 | $3,600.00 |
| **2021-22** | | |
| **2022-23** | | |

**Activity 2: Cost Share Technical Assistance**

| Fiscal Year | Maximum Allocation | District Match Requirement |
|---|---|---|
| 2020-21 | $24,727.00 | $24,727.00 |
| 2021-22 | $0.00 | $0.00 |
| 2022-23 | $0.00 | $0.00 |

**Activity 3: Conservation Easement Stewardship Monitoring**

| Deliverable | Maximum Amount Awarded | | District Match Requirement |
|---|---|---|---|
| | CREP sites | Swine Buyout Sites | |
| Stewardship Monitoring Report | | $450.00 | $0.00 |

## CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, 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.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

### 2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

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**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____ _____

_____ _____

_____ _____

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

**As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.**

Grantee Organization Name

Signature of Authorized Representative Date

Printed Name of Authorized Representative Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: _____
Contract Number: _____ Amendment Number: _____
Grantee Name: _____
TAX ID Number: _____
Fiscal Year Ends: _____

1. Brief Description and Background/History of your Organization.

| Be sure to include the number of years in existence, number of employees, mission and goals of your organization. |
|---|
| |
| |
| |
| |
| |

2. Current project timeline: Begin _____ End _____

3. Expected outcomes and specific deliverables.

| (Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.) |
|---|
| |
| |
| |
| |
| |
| |

4. The Grantee's WEB URL: _____

5. * Grantee County of Residence: _____ Congressional District#: _____
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. **County of Benefit: Single County: ☐ Yes ☐ No County Name: _____
Statewide: ☐ Yes ☐ No
Regional: ☐ Yes ☐ No

7. If the answer to question number 6 is more than one county or "Regional", list the counties receiving benefit.

_____
_____
_____
_____
_____

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: List only county or counties in which funding will be spent and/or food commodities will be received.

## Signature Card

## CONTRACT & FINANCIAL DOCUMENTS

| INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated. | |
|---|---|
| SECTION I. | |
| Date: | |
| Legal Applicant Organization/Agency Name: | |
| Federal Tax Identification Number: | |
| SECTION II. | |
| Certification:<br>By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization. | |
| ~~NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract Signature)~~ | |
| **~~Board Chair, Executive Director, etc.~~** | **~~Financial Representative, Treasurer, etc.~~** |
| ~~Print Name & Title:~~ | ~~Print Name & Title:~~ |
| ~~Signature:~~ | ~~Signature:~~ |
| GOVERNMENTAL ENTITIES (Must match Contract Signature) | |
| **Authorized Governmental Official** | **Chief Fiscal Officer** |
| Print Name & Title: | Print Name & Title: |
| Signature: | Signature: |

REV 01/2019

NC Office of the State Controller
(IRS Form W-9 will not be accepted in lieu of this form)
*Denotes a Required Field

# STATE OF NORTH CAROLINA
# SUBSTITUTE W-9 FORM
# Request for Taxpayer Identification Number

## Section 1 – Taxpayer Identification

*1. ☐ Social Security Number (SSN),
OR
☐ Employer Identification Number (EIN),
OR
☐ Individual Taxpayer Identification Number (ITIN)

*2.

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.

*4. Legal Name (as shown on your income tax return):

3. Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

**Contact Information**

| *6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD) | 7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable) |
|---|---|
| *Address Line 1: | Address Line 1: |
| Address Line 2: | Address Line 2: |
| *City *State *Zip (9 digit) | City State Zip (9 digit) |
| *County | County |

| | |
|---|---|
| *8. Contact Name: | |
| *9. Phone Number: | |
| 10. Fax Number: | |
| 11. Email Address: | |

***12. Entity Type**

☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation

☐ Partnership ☐ Trust/Estate ☐ Other_____

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

***13. Entity Classification**

☐ Medical Services
☐ Legal/Attorney Services
☐ NC Local Govt
☐ Federal Govt
☐ NC State Agency
☐ Other Govt
☐ Other (specify)

**14. Exemptions (see instructions)**

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

## Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/):

| | | | |
|---|---|---|---|
| *Printed Name: | | *Printed Title: | |
| *Authorized U.S. Signature: | | * Date: | |

Please complete the "Modification to Existing Vendor Records" section below If there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

| NC Office of the State Controller<br>*Denotes a Required Field<br>This form is to be completed by the vendor. | **STATE OF NORTH CAROLINA**<br>**SUBSTITUTE W-9 FORM**<br>**Modification to Existing Vendor Records** | |
|---|---|---|

This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

**Section 1:**

| **CHANGE FROM: Remittance Address** | | |
|---|---|---|
| *Address Line 1: | | |
| Address Line 2: | | |
| *City | *State | *Zip (9 digit) |
| *County | | |

| **CHANGE TO: Remittance Address** | | |
|---|---|---|
| *Address Line 1: | | |
| Address Line 2: | | |
| *City | *State | *Zip (9 digit) |
| *County | | |

NOTE: If you would like to receive your payments electronically, please complete the Vendor Electronic Payment Form

**Section 2:**

| * CHANGE FROM: SSN, or EIN, or ITIN | * CHANGE TO: SSN, or EIN, or ITIN |
|---|---|
| (PRESS THE TAB KEY TO ENTER EACH NUMBER) | (PRESS THE TAB KEY TO ENTER EACH NUMBER) |

**Section 3:**

| **CHANGE FROM: Vendor Name** | **CHANGE TO: Vendor Name** |
|---|---|
| *Legal Name: | *Legal Name: |
| Business Name/DBA/Disregarded Entity Name, if different from Legal Name: | Business Name/DBA/Disregarded Entity Name, if different from Legal Name: |

| | | | |
|---|---|---|---|
| *Printed Name: | | *Printed Title: | |
| *Authorized U.S. Signature: | | | * Date: |

## General Instructions

**For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).**

## Specific Instructions

## Section 1 -Taxpayer Identification

**1. Taxpayer Identification Type.** Check the type of identification number provided in box 2.

**2. Taxpayer Identification Number (TIN).** Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

**3. Dunn and Bradstreet Universal Numbering System (DUNS).** Vendors are requested to enter their DUNS number, if applicable.

**4. Legal Name.** Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

**5. Business Name.** Business, Disregarded Entity, trade, or DBA ("doing business as") name.

## Contact Information

**6.** Enter your **Legal Address.**

**7.** Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.

**8.** Enter the **Contact Name.**

**9.** Enter your **Business Phone Number.**

**10.** Enter your **Fax Number,** if applicable.

**11.** Enter your **Email Address,** if applicable.

For clarification on IRS Guidelines, see www.irs.gov.

**12. Entity Type.** Select the appropriate entity type.

**13. Entity Classification.** Select the appropriate classification type.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

**14. Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| If the payment is for... | THEN the payment is exempt for... |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472- 1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

**Office of the State Controller**
**Return to: OSC Support Services Center**
Address: 1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov
Telephone: 919-707-0795

**Vendor Electronic Payment Form**

☐ New Add Request
☐ Change/Update Existing Account
☐ Inactivate Existing Account

***Denotes a required field**

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

**We require you to submit a copy of a voided check, bank statement, or a letter from your bank for account verification.**

*TAX ID # or SSN

*PAYEE NAME

*REMITTANCE ADDRESS (AS PRINTED ON YOUR INVOICE)

STREET | SUITE/ROOM #

CITY | STATE | ZIP CODE

*CONTACT

NAME & TITLE | PHONE NUMBER

**NEW FINANCIAL INFORMATION**

| | |
|---|---|
| *FINANCIAL INSTITUTION NAME: | |
| *NAME ON ACCOUNT: | |
| *NEW ROUTING NUMBER: | |
| *NEW ACCOUNT NUMBER: | |
| *ACCT TYPE: | ☐ Checking ☐ Savings |
| *REMIT E-MAIL ADDRESS | |

**New add requests MUST include contact information for the state agency with which you are doing business.**

| | |
|---|---|
| *Agency Name: | *Agency Contact Name: |
| *Agency Contact Email Address: | *Agency Contact Phone Number: |

**PRIOR FINANCIAL INFORMATION (only required for updates)**

| | |
|---|---|
| FINANCIAL INSTITUTION NAME: | |
| NAME ON ACCOUNT: | |
| ROUTING NUMBER: | |
| ACCOUNT NUMBER: | |
| ACCT TYPE: | ☐ Checking ☐ Savings |
| REMIT E-MAIL ADDRESS | |

| * | ALL BOXES BELOW MUST BE REVIEWED AND CHECKED |
|---|---|
| ☐ | I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account. |
| ☐ | I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the vendor, cancel it in writing or the authority is terminated by the NC Office of the State Controller. |
| ☐ | I have attached a copy of a **current** voided check, current bank statement or included a bank letter on bank letterhead. |

| | |
|---|---|
| *PRINT NAME: | *DATE: |
| *SIGNATURE: | *PHONE NUMBER: |

**Instructions** *** Denotes a required field on the form**

1. *Check the appropriate box at the top of the form:

   - New Add Request – Vendor would like to begin receiving payments via ACH.
   - Change/Update Existing Account – Vendor's account number, routing number, or remittance email address has changed.
   - Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.

2. *Enter the vendor's Tax Identification Number or Social Security Number.

3. *Enter the Payee Name – The name of the person or business receiving payment.

4. *Enter the vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.

5. *Enter the vendor's contact name, title, and phone number.

6. *Enter the vendor's financial information:

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

7. *For a **new add request only**, provide the following:

   - Agency Name – The state agency the vendor is doing business with.
   - Agency Contact Name – The vendor's contact person name at the state agency.
   - Agency Contact Email Address – The contact person's email address at the state agency.
   - Agency Contact Phone Number – The contact person's phone number at the state agency.

   **NOTE: New add requests MUST include contact information for the state agency with which you are doing business.**

8. Prior Financial Information – this is required if the vendor's bank account, routing number, or remittance email address has changed.

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

9. *Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed.**

10. *Print Name – Print the name of the authorized signee on the form.
    *Date – Date of signature.
    *Signature – The authorized signee's signature.
    *Phone Number – The authorized signee's phone number.

**Return to: OSC Support Services Center**
Address:
1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov

**Please allow up to 30 days for processing.**

# ADDENDUM 5

## Petition to Name a Road – Hopkins Jarvis Lane

# Petition to Name a Private Road

In an effort to name an unnamed road, the purpose of this petition is to request the support and approval of the Beaufort County Board of Commissioners to name the road. The approximate location of the private road is illustrated on the attached map. As required by Beaufort County's E911 Ordinance, three (3) proposed names for the road have been provided. The proposed names are listed below in order of preference. The petitioner understands that once the road is named the name cannot be changed for a period of at least ten (10) years. We the petitioners understand that road signs for private roads must be paid for by the petitioners.

**Please note: duplicate names and sound-alikes will not be approved.*

Proposed Road Names

1. Lela Hopkins Jarvis Lane
2. Hopkins Jarvis Lane
3. Jarvis Family Lane

This is my preference. Mrs. Rolly, Bonnie & JL were my neighbors and friends when I grew up, as well as Mrs. Annie Jarvis. Therefore, any of the 3 names is acceptable to me but I'd like #2 best. Bertie Arnhols 8/13/20

| Owner Name | Physical Address | Agree or Disagree | Signature |
|---|---|---|---|
| Charles & Christopher Jarvis | 329 & 335 Muddy Creek Rd. Aurora, NC 27806 | Agree | |
| Bertie Arnhols | 457 Muddy Ck. Rd. Aurora, NC 27806 | Agree | Bertie Arnhols |
| | | | |
| | | | |
| | | | |
| | | | |

Name of person submitting petition: Charles Jarvis II

Phone number: 757-775-4347

**Nola Roberts**

**From:** charles_jarvis <charles_jarvis@aol.com>
**Sent:** Friday, August 14, 2020 10:38 AM
**To:** Nola Roberts
**Subject:** RE: Petition to Name a Private Road

Good morning,

Option 2 would be great for me. I didn't realize she knew some of our family. I may have to go introduce myself in the next week or two since I'll be down there. According to ancestry, we may be related but I'm not sure how. Anyway, thank you for your time and help, if there are any other questions or concerns, please don't hesitate to contact me. Thanks again!

Charles Jarvis
7577754347

Sent via the Samsung Galaxy S8, an AT&T 5G Evolution capable smartphone

-------- Original message --------
From: Nola Roberts <nroberts@mideastcom.org>
Date: 8/13/20 1:57 PM (GMT-05:00)
To: charles jarvis <charles_jarvis@aol.com>
Subject: RE: Petition to Name a Private Road

Hello Mr. Jarvis,

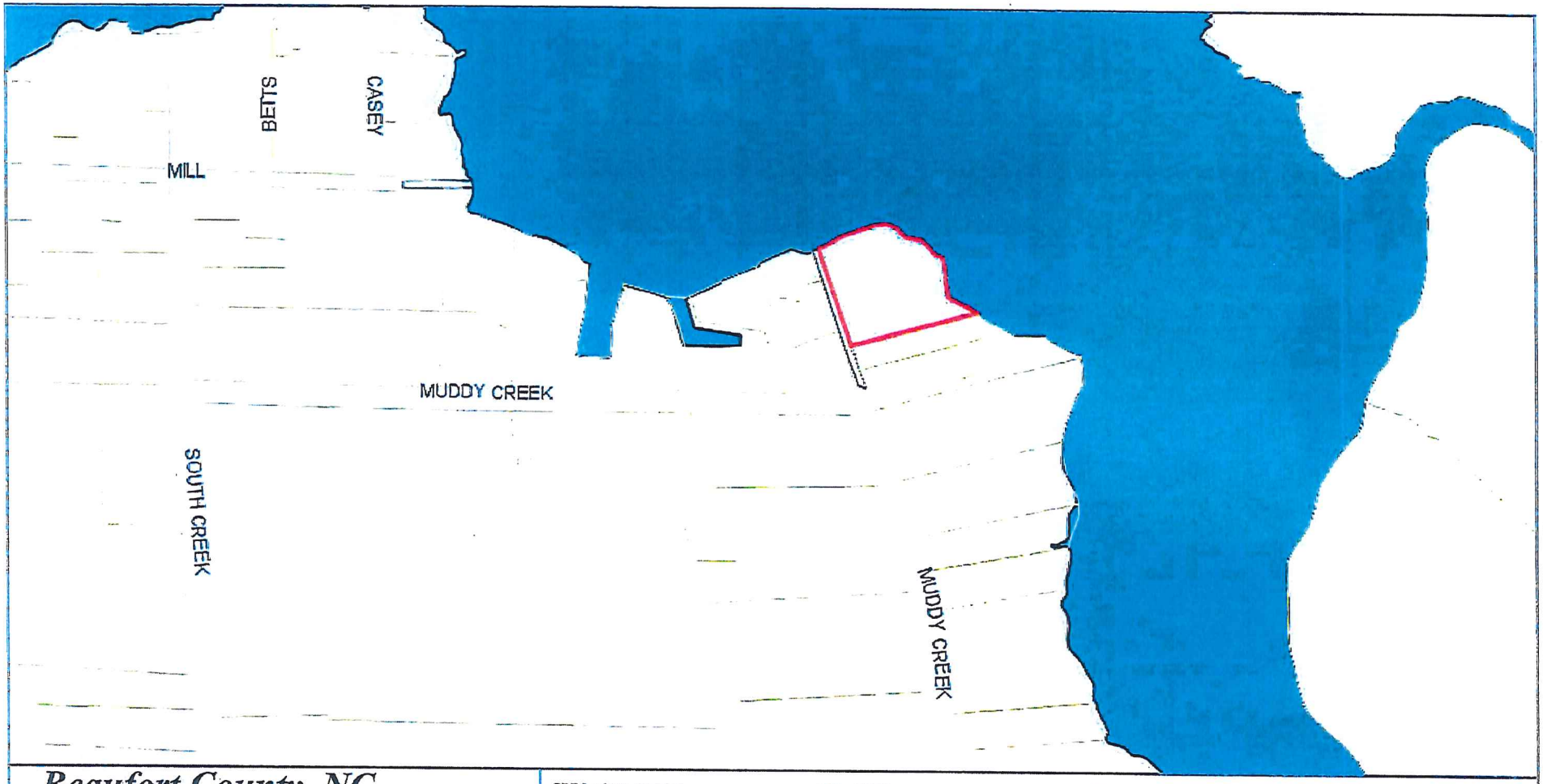
I sent the petition over to Ms. Arnhols, and her preference is for option 2 (see attached). Typically when we do not have consensus we go with the majority's choice, but in this case there are only 2 property owners. Is option 2 ok for the final decision?

Thank you,

***Nola Roberts***

*Planner*

The Mid-East Commission




# *Beaufort County, NC*

## Jarvis Rd Name

**Disclamer:**

Beaufort County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only and is not intended to constitute a legal record nor should it be substituted for the advice or services of industry professionals. The County of Beaufort and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Beaufort County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.
beaufortnc.agdmaps.com

N

90 m
400 ft

Nov/30/2020
Scale 1:4331

GPIN : 6588-95-3474
GPINLONG : 6588-95-3474
NAME1 : JARVIS CHARLES ARMISTEAD JR
NAME2 : JARVIS CHRISTOPHER LEE
ADDR1 : 1527 EDSON TERRACE
CITY : HAMPTON
STATE : VA
ADDR2 : 1527 EDSON TERRACE
ZIP : 23663
PROP_DESC : 2 ACRES OLD HOME/E W IVES
LAND_VAL : 195073
BLDG_VAL : 10351
TOT_VAL : 205424
TAXABLE_VA : 205424
DEFR_VAL : 0
PREV_ASSES : 245267
ACRES : 2.00
PROP_ADDR : 329 MUDDY CREEK RD
TOWNSHIP : 14
MBL : 65880246
PIN_1 : 14011305
DATE : 4/4/2017
DB_PG : 017E/00377
STAMPS :
SALE_PRICE : 0.00
REID1 : 23346

# *Beaufort County, NC*

## Jarvis Rd Name

**Disclamer:**

Beaufort County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only and is not intended to constitute a legal record nor should it be substituted for the advice or services of industry professionals. The County of Beaufort and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Beaufort County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data. beaufortnc.agdmaps.com

N

40 m
200 ft

Nov/30/2020
Scale 1:2165

GPIN : 6588-95-3474
GPINLONG : 6588-95-3474
NAME1 : JARVIS CHARLES ARMISTEAD JR
NAME2 : JARVIS CHRISTOPHER LEE
ADDR1 : 1527 EDSON TERRACE
CITY : HAMPTON
STATE : VA
ADDR2 : 1527 EDSON TERRACE
ZIP : 23663
PROP_DESC : 2 ACRES OLD HOME/E W IVES
LAND_VAL : 195073
BLDG_VAL : 10351
TOT_VAL : 205424
TAXABLE_VA : 205424
DEFR_VAL : 0
PREV_ASSES : 245267
ACRES : 2.00
PROP_ADDR : 329 MUDDY CREEK RD
TOWNSHIP : 14
MBL : 65880246
PIN_1 : 14011305
DATE : 4/4/2017
DB_PG : 017E/00377
STAMPS :
SALE_PRICE : 0.00
REID1 : 23346

# ADDENDUM 6

## Petition to Name a Road – Puppy Drum Drive

# Petition to Name a Private Road

In an effort to name an unnamed road, the purpose of this petition is to request the support and approval of the Beaufort County Board of Commissioners to name the road. The approximate location of the private road is illustrated on the attached map. As required by Beaufort County's E911 Ordinance, three (3) proposed names for the road have been provided. The proposed names are listed below in order of preference. The petitioner understands that once the road is named the name cannot be changed for a period of at least ten (10) years. We the petitioners understand that road signs for private roads must be paid for by the petitioners.

Proposed Road Names

1. Poppy Drum Drive
2. Redfish Road
3. Speckled Trout Lane

| Owner Name | Physical Address | Agree or Disagree | Signature |
|---|---|---|---|
| Robert S Weaver | Lot B | Agree | Robert S Weaver |
| Robert S Weaver | Lot 1 | Agree | Robert S Weaver |
| Jeffrey D Adrian | Lot 2 | Agree | |
| Fernie Todd Taylor | Lot 3 | Agree | |
| | | | |
| | | | |

Name of person submitting petition: Robert S Weaver c/o Tim Mordecai

Phone number: 727-244-4221 / Tim @ 252 943 5157

# *Beaufort County, NC*

## Almosta FarmsRd Name

**Disclamer:**

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beaufortnc.agdmaps.com

N

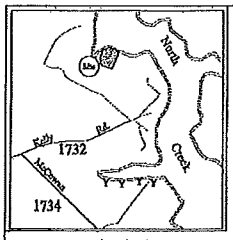
50 m
200 ft

Nov/30/2020
Scale 1:2296

GPIN : 6692-30-1790
GPINLONG : 6692-30-1790
NAME1 : ALMOSTA FARMS LLC
NAME2 :
ADDR1 : 566 WHITETAIL RD
CITY : CONCORD
STATE : VA
ADDR2 :
ZIP : 24538
PROP_DESC : L-1 ALMOSTA FARMS LLC

LAND_VAL : 0
BLDG_VAL : 0
TOT_VAL : 0
TAXABLE_VA : 0
DEFR_VAL : 0
PREV_ASSES : 0
ACRES : 0.93
PROP_ADDR : CREDLE RD
TOWNSHIP : 07
MBL : 669200105
PIN_1 :

DATE : 2/19/2020
DB_PG : 2014/00151
STAMPS :
SALE_PRICE : 0.00
REID1 : 47586



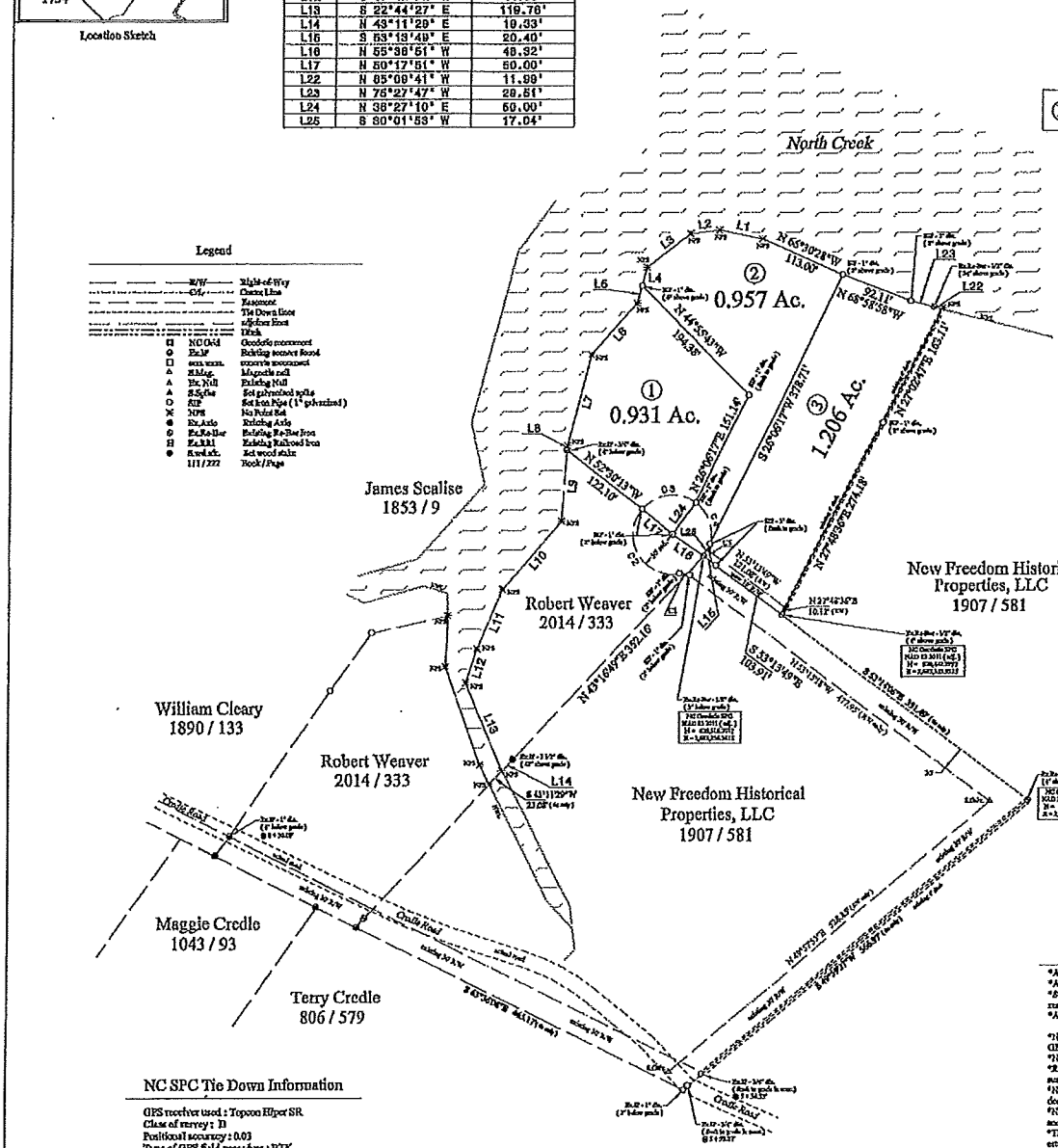

Location Sketch

| Course | Bearing | Distance |
|---|---|---|
| L1 | N 78°34'44" W | 64.67' |
| L2 | S 83°15'42" W | 38.10' |
| L3 | S 62°20'08" W | 68.81' |
| L4 | S 15°43'58" W | 24.24' |
| L5 | S 16°50'00" W | 23.37' |
| L6 | S 41°55'35" W | 86.14' |
| L7 | S 14°30'16" W | 119.50' |
| L8 | S 08°12'03" W | 5.05' |
| L9 | S 03°59'39" W | 80.05' |
| L10 | S 41°04'00" W | 119.30' |
| L11 | S 22°33'18" W | 81.80' |
| L12 | S 17°42'22" W | 44.90' |
| L13 | S 22°44'27" E | 119.76' |
| L14 | N 43°11'29" E | 19.33' |
| L15 | S 63°19'49" E | 20.40' |
| L16 | N 55°38'51" W | 48.32' |
| L17 | N 80°17'51" W | 60.00' |
| L22 | N 05°09'41" W | 11.99' |
| L23 | N 75°27'47" W | 28.51' |
| L24 | N 38°27'10" E | 60.00' |
| L25 | S 80°01'53" W | 17.04' |

| Curve | Radius | Length | Chord | Chord Bear. |
|---|---|---|---|---|
| C1 | 25.00' | 13.20' | 13.05' | N 80°29'58" W |
| C2 | 50.00' | 122.29' | 94.01' | N 30°21'50" W |
| C3 | 50.00' | 76.70' | 69.68' | N 03°04'39" E |
| C4 | 50.00' | 59.40' | 55.97' | S 19°30'49" E |
| C5 | 25.00' | 29.80' | 28.07' | S 18°09'20" E |

N

NC Grid




Legend

| | |
|---|---|
| R/W | Right-of-Way |
| C/L | Center Line |
| | Easement |
| | Tie Down Line |
| | Adjoiner Line |
| | Ditch |
| NC Grid | Geodetic monument |
| Ex. I/F | Existing corner found |
| set n. m. | concrete monument |
| Mag. | Magnetic nail |
| Ex. Nail | Existing Nail |
| S.S./Set | Set galvanized w/Ds |
| SIP | Set iron Pipe (1" galvanized) |
| NPS | No Point Set |
| Ex. Axle | Existing Axle |
| Ex. Re-Bar | Existing Re-Bar Iron |
| Ex. RR | Existing Railroad Iron |
| fd. wd. stk. | fnd wood stake |
| 111/222 | Book/Page |

I, Bryant R. Hardison, Jr., Professional Land Surveyor, certify to the following:

(X) a. That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

b. That the survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.

c. Any one of the following:

1) That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purposes of this subsection, an "existing parcel" or "existing easement" is an area of land described in a single, legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.

2) That the survey is of an existing feature, such as a building or other structure, or natural feature, such as a watercourse.

3) That the survey is a control survey. For the purposes of this subsection, a "control survey" is a survey that provides horizontal or vertical position data for support or control of other surveys or mapping. A control survey, by itself, cannot be used to define or convey rights or ownership.

4) That the survey is of a proposed easement for public utility as defined in G.S. 62-3.

d. That the survey is of another category, such as recombination of existing parcels, a court-ordered survey, or exception to the definition of subdivisions.

e. That the information in the survey is such that the surveyor is unable to make a determination to the best of his professional ability as to provisions contained in (a) through (d) above.

Bryant R. Hardison, Jr. PLS L-2889

Surveyor's Notes

*All distances are horizontal ground, unless noted.
*Area by coordinate computation.
*Subject to all easements, zoning regulations, or restrictive covenants of record.
*Area summary :
Almosta Farms LLC - 3.094 Aa.
*NO geodetic control as shown tied by GNSS GPS.
*No wetland delineation made or implied.
*Reflects current occupations at the time of survey.
*No encroachments or gaps were recognized in deeds, maps, or ground evidence as shown.
*No title search has been provided to the Surveyor and no title warranty is implied.
*The purpose of this survey is for boundary establishment and transfers.
*Modified on 9 / 14 / 2020 for MS-Ext to include 10' additional right-of-way across lot # 3.

NC SPC Tie Down Information

GPS receiver used : Topcon Hiper SR
Class of survey : B
Positional accuracy : 0.03
Type of GPS field procedure : RTK
Date of survey : 2 / 12 / 2020
Datum / Epoch : NAD 83 (2011) adjusted
Published / Fixed control : VRS /
Geoid Model : Geoid 2012an5
Grid factor : 0.99990655
Units : US foot

I, _____, certify to the best of my knowledge and belief this Map / Plat meets the statutory requirements for recording.

Review Officer - Beaufort County — Date

I, Bryant R. Hardison, Jr., certify that this plat was drawn by me from an actual survey by me (reference deed used is in Book 2014, Page 151); that the boundaries not surveyed are clearly indicated as drawn, that the ratio of precision as calculated by latitudes and departures is 1:20,112+, that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal, this _____ day of _____, 2020.

Bryant R. Hardison, Jr. PLS L-2889

0 100 200 300 400

Graphic Scale : 1" = 100'

*Wood Duck Land Surveying, PC*

Bryant R. Hardison, Jr. PLS NC L-2889, C-3774
42 South Teach's Point, Bath, NC 27808

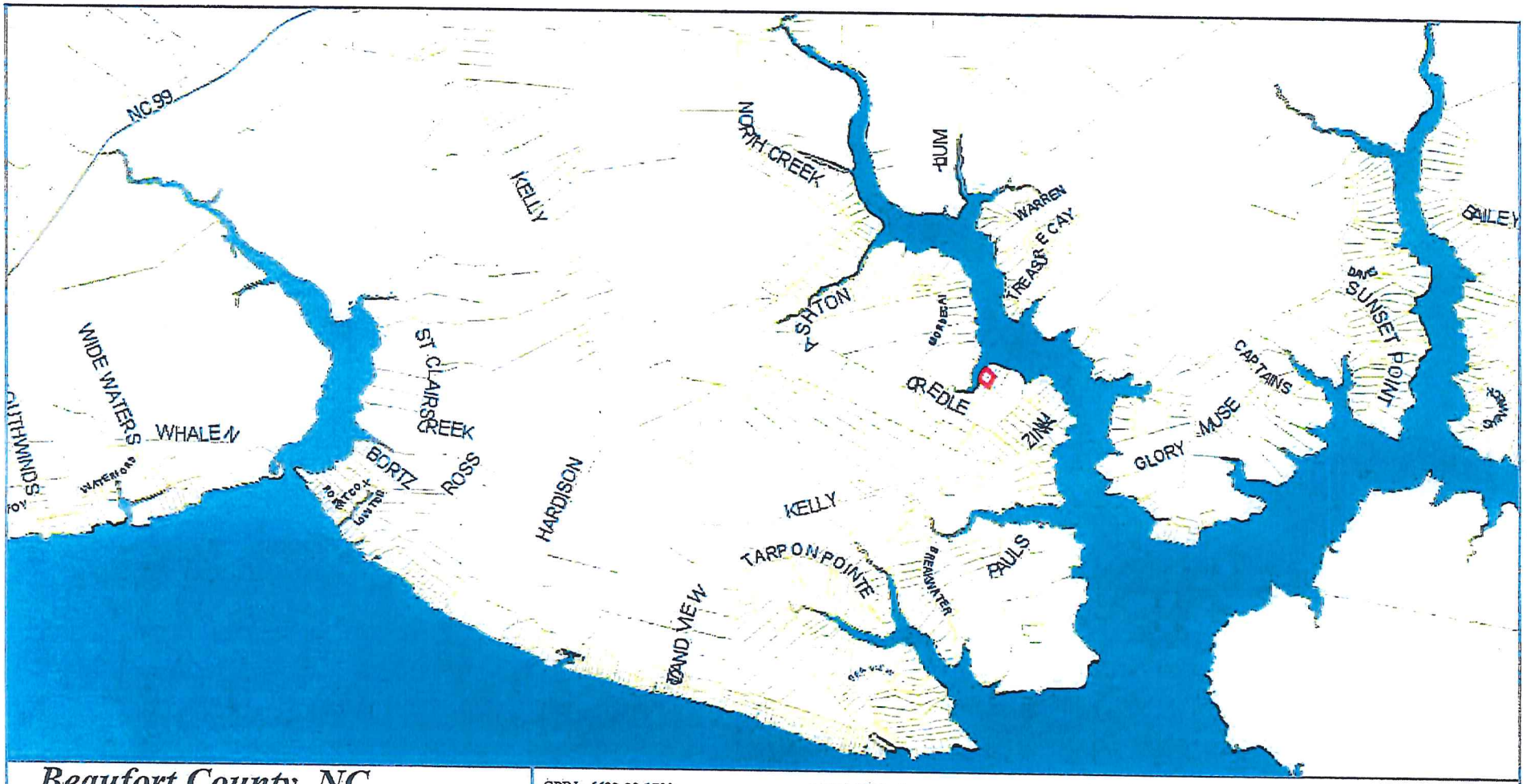
Boundary Survey for

# Almosta Farms LLC

## Lots 1, 2, & 3

Bath Township, Beaufort County, North Carolina

| | |
|---|---|
| Date Surveyed : 2 / 12 / 2020<br>By : Bryant R. Hardison, Jr. PLS<br>PLS # : L-2889, C-3774 | Date Drawn : 5 / 15 / 2020<br>By : Bryant R. Hardison, Jr. PLS<br>Scale : one inch = one hundred feet |
| Field Book : # 088, E-file : 2020_11<br>Name : Weaver_Robert2020_11<br>Tract # : 2020_11, C & G vers. 9.0.1 | Deeds and Maps : 2014 / 333; 2014 / 151; PC G / 75-10; 1907 / 581; 1890 / 133; 1043 / 93; 860 / 579; |




# *Beaufort County, NC*

## Weaver Rd Name

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N

500 m
2200 ft

Nov/30/2020
Scale 1:26013

GPIN : 6692-30-1790
GPINLONG : 6692-30-1790
NAME1 : ALMOSTA FARMS LLC
NAME2 :
ADDR1 : 566 WHITETAIL RD
CITY : CONCORD
STATE : VA
ADDR2 :
ZIP : 24538
PROP_DESC : L-1 ALMOSTA FARMS LLC

LAND_VAL : 0
BLDG_VAL : 0
TOT_VAL : 0
TAXABLE_VA : 0
DEFR_VAL : 0
PREV_ASSES : 0
ACRES : 0.93
PROP_ADDR : CREDLE RD
TOWNSHIP : 07
MBL : 669200105
PIN_1 :

DATE : 2/19/2020
DB_PG : 2014/00151
STAMPS :
SALE_PRICE : 0.00
REID1 : 47586

# ADDENDUM 7

## Tax Assessor Settlement

BEAUFORT COUNTY
OFFICE OF THE TAX ADMINISTRATOR

BOBBY R PARKER TAX ADMINISTRATOR

Property Tax Commission Cases for Approval

| | |
|---|---|
| Board of E & R | 523,695 |
| RHPE Rentals LLC | 455,000 |
| Board of E & R | 467,723 |
| Kimball, Deborah Trustee | 427,723 |

| PARCEL: 8146 | 01/02/2017 | PIN: 5673-99-4003 |
|---|---|---|

# Property Record Card
## Physical Address: 126 SANTEE DR

| | | | |
|---|---|---|---|
| Status: ACTIVE | Corp Limit: | Assd. Acreage: 0.52 | Utilies: ELECT, PAVED, PS, PW |
| Market Area: CYPRES LANDING(CYPRS) | Special District: RES 12 | Total SFLA: 3495 | |
| Land Class: SINGLE FAMILY RESIDENCE | Fire District: CHOCOWINITY FIRE | Total GLA: 0 | Flags: |
| Pin History: | Township: Chocowinity Township | | |

Deed Book/Pg: 001391/00764 Deed Date: 5/5/2004 Stamps: $149 Description: LOT 135 CYPRESS LANDING PH 2 SEC 6

Name: ***KIMBALL, DEBORAH L TRUSTEE***
***JOHNSON, MARCIA K TRUSTEE***

Mailing Address: 126 SANTEE DRIVE
CHOCOWINITY NC 27817

| Jan 1, Owner(s) |
|---|
| *KIMBALL, DEBORAH L TRUSTEE* |
| *JOHNSON, MARCIA K TRUSTEE* |
| *KIMBALL, SHARON M TRUSTE* |

**Sales Details**

| TYPE | PRICE | DATE | SRC | STATUS |
|---|---|---|---|---|
| LND | $74,500 | 05-05-04 | R | D |

Historic Deferral:
Use Value Deferral:
Exempt Value:
Exempt Desc:

**Total Cost Value of Property:** Valued by cost **$467,723**
**Total Exempt/Deferred:** **$0**

**Total Taxable Value: $467,723**

**Land Summary**

| Seq | Zoning | Land Desc | Land Units | Rate | Size Adj Factor | Land Adj | Adjusted Rate | Land Value |
|---|---|---|---|---|---|---|---|---|
| 1 | NONE | BUILDING SITE | 1.00 UN | $65,000 | | MKTADJ(138.50%) | $90,025 | $90,025 |

**Total Assessed Value for Land: $90,025**

**Improvement Summary**

| Card # | Seq | Type | Description | Grade/QLTY | Physical Depr | Year Built | % Complete | Assessed Value |
|---|---|---|---|---|---|---|---|---|
| 1 | | Res. Bldg | 126 SANTEE DR | X+10 (160%) | EXCEL (13%) | 2005 | 100% | $377,698 |

**Total Assessed Value for All Listed Imprvs: $377,698**

Settle Value $427,723





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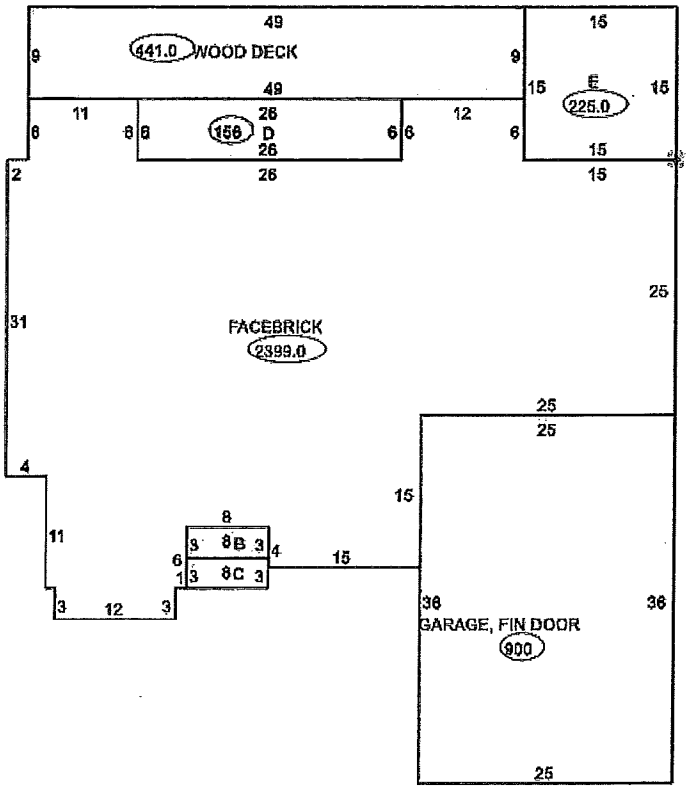
## Building 1 of 1

Office Use Only : 8146 : 19027





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| PARCEL: 44600 | 12/23/2019 | PIN: 5675-89-9083 |
|---|---|---|

# Property Record Card
## Physical Address: 320 N MARKET ST EX

Status: ACTIVE
Market Area: ZONE 1 AVERAGE COMMERCIAL (AC1)
Land Class: COMMERCIAL
Pin History:

Corp Limit: CITY OF WASHINGTON
Special District:
Fire District:
Township: City of Washington

Assd. Acreage: 0.34
Total SFLA: 0
Total GLA: 6767

Utilities: ELECT, ELECT, PAVED, PS, PS, PW
Flags:

Deed Book/Pg: 001800/00837 Deed Date: 11/29/2012 Stamps: Description: 1 LOT 320 NORTH MARKET STREET

| Name: | *RHPE RENTALS LLC* |
|---|---|
| Mailing Address: | 320 N MARKET STREET<br>WASHINGTON NC 27889 |

| Jan 1, Owner(s) |
|---|
| *RHPE RENTALS LLC* |

**Sales Details**

| TYPE | PRICE | DATE | SRC | STATUS |
|---|---|---|---|---|
| PKG | $80,000 | 05-23-12 | O | D |
| PKG | $25,000 | 02-03-12 | O | D |
| PKG | $25,000 | 02-02-12 | O | D |

Historic Deferral:
Use Value Deferral:
Exempt Value:
Exempt Desc:

**Total Cost Value of Property:** Valued by cost **$523,695**
**Total Exempt/Deferred:** **$0**

**Total Taxable Value:** **$523,695**

### Land Summary

| Seq | Zoning | Land Desc | Land Units | Rate | Size Adj Factor | Land Adj | Adjusted Rate | Land Value |
|---|---|---|---|---|---|---|---|---|
| 1 | NONE | COMMERCIAL SITE | 14700.00 SF | $4 | | MKTADJ(175.00%) | $7 | $102,900 |

**Total Assessed Value for Land:** **$102,900**

### Improvement Summary

| Card # | Seq | Type | Description | Grade/QLTY | Physical Depr | Year Built | % Complete | Assessed Value |
|---|---|---|---|---|---|---|---|---|
| 1 | | Comm. Bldg | 320 N MARKET EXT ST | EXCELLENT MINUS 10 | GOOD (31%) | 1884 | | $412,995 |
| 1 | 1 | Misc. Impr. | PAVING CONCRETE | C (100%) | AVERAGE (48%) | 2002 | 100% | $7,800 |

**Total Assessed Value for All Listed Imprvs:** **$420,795**

### Misc Improvements

| Seq | Card # | Type | Eff Year | Size | Base Price | Grade | % Comp | Common Int % | Phy Depr | Econ Depr | Funct Depr | Migr Adj | MA Fact | Assd Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1 | PAVING CONCRETE | 2002 | 6000 | $2.50 | C (100%) | 100% | | AVERAGE (48%) | | | | 0.88 | $7,800 |

**Total Assessed Value for Misc Imprvs:** **$7,800**

Value $455,000



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| PARCEL: 44600 | 12/23/2019 | PIN: 5675-89-9083 |
|---|---|---|

## Building 1 of 1

| Type | Desc | Qty | Rate | Desc | Qty | Rate | Desc | Qty | Rate | Desc | Qty | Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Occupancy | S1-OFFICE | | $150.00 | | | | | | | | | |
| Quality | A-EXCELLENT MINUS 10 | | | | | | | | | | | |
| Depreciation | Depreciation | 31% | | | | | | | | | | |
| Air Conditioning | CENTRAL | | 7.5000 | | | | | | | | | |
| Floors | CARPET | 50% | 10.5000 | | | | | | | | | |
| Floors | PINE | 50% | 13.5000 | | | | | | | | | |
| Frame | NONE | | 16.5000 | | | | | | | | | |
| Heat | AIR-DUCTED | 100% | 1.5000 | | | | | | | | | |
| Interior Finish | DRYWALL/SHEETROCK | 100% | 13.5000 | | | | | | | | | |
| Roof Cover | ASPHCOMP SHG | | -4.5000 | | | | | | | | | |
| Roof Structure | GABLE/HIP | | -1.5000 | | | | | | | | | |
| Exterior Walls | WOOD ON SHTG/PLYWD | 100% | -4.5000 | | | | | | | | | |
| Baths | Full Baths | 4 | | | | | | | | | | |
| Baths | Half Baths | 2 | | | | | | | | | | |
| Fireplaces | MASON ADDN OPENINGS | 2 | | | | | | | | | | |
| Area | Area | 3491 sf | 1.0900 | | | | | | | | | |
| Local Multiplier | Local Multiplier | 1 | | | | | | | | | | |
| Number of Stories | Number of Stories | 1.00 | | | | | | | | | | |
| Perimeter | Perimeter | 384 | | | | | | | | | | |
| Story Height | Story Height | 1.00 | | | | | | | | | | |
| Story Multiplier | Story Multiplier | 1 | | | | | | | | | | |



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| PARCEL: 44600 | 12/23/2019 | PIN: 5675-89-9083 |
|---|---|---|

**Building Details ( Year Built: 1884 Effective Year: 2000 )**

| Area Type | Seq ID | Footprint Area | Adj Base Rate | Local Mult | % Complete | Adj RCN (Inc. Refinements) | Physical % Bad |
|---|---|---|---|---|---|---|---|
| OFFICE | S1 | 3,491 | $132.44 | 1.0000 | 100% | $462,348 | 31% |
| PORCH OPEN FINISHED | ADDN: A | 442 | $54.51 | 1.0000 | 100% | $24,093 | 31% |
| PORCH OPEN FINISHED | ADDN: B | 21 | $54.51 | 1.0000 | 100% | $1,145 | 31% |
| PORCH OPEN FINISHED | ADDN: C | 240 | $54.51 | 1.0000 | 100% | $13,082 | 31% |
| FIN UPPER STORY | ADDN: D | 1,240 | $153.00 | 1.0000 | 100% | $189,720 | 31% |
| ATTIC, UNFINISHED | ADDN: E | 601 | $20.09 | 1.0000 | 100% | $12,074 | 31% |
| FIN UPPER STORY | ADDN: F | 632 | $153.00 | 1.0000 | 100% | $96,696 | 31% |
| PATIO | ADDN: G | 100 | $10.35 | 1.0000 | 100% | $1,035 | 31% |

**Gross Leasable Area: 6,767** **Total Adjusted RCN: $800,193**

| Building Description | | | | |
|---|---|---|---|---|
| Occupancy | OFFICE | Type | Desc 1 | Desc 2 |
| Class/Quality | A-EXCELLENT MINUS 10 | | | |
| Building Name | | | | |
| Physical % Bad | 31 | | | |
| Remodel Year | 1950 | | | |
| Construction | | | | |
| Total Stories | 1.00 STORY | | | |

| | |
|---|---|
| **Depreciated Value:** | **$552,133** |
| Functional % Bad: | 15% |
| Economical % Bad: | 0% |
| **Total Other Depreciation (% Bad):** | **15%** |
| **Total Depreciated Value:** | **$469,313** |
| Migration Adjustment: | 0% |
| Market Area Factor: | 0.88 |
| **Total Assessed Value for Building:** | **$412,995** |



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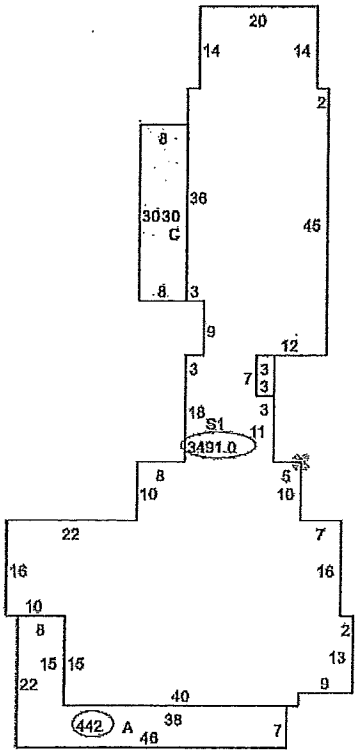
| PARCEL: 44600 | 12/23/2019 | PIN: 5675-89-9083 |
|---|---|---|

**Building 1 of 1**

Office Use Only : 44600 : 525



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| PARCEL: 44600 | 12/23/2019 | PIN: 5675-89-9083 |
|---|---|---|

## Listing Details

Listed by: SHERRYB16 Date Listed: 11/15/2016 Contacted: N Lister Notes:

| DATE | BLDG # | DESCRIPTION |
|---|---|---|
| 7/7/2020 | | FIELD REVIEW OF PROPERTY |
| 7/7/2020 | | Adjust total value to $523,700 per BOER appeal |
| 5/14/2020 | | 5/14/20 field review of property on 5/13 to re-measure and check condition of property - diagram measurements correct - exterior is in bad condition in some places - siding in some places rotting and in bad shape, soffit is some places bad, porch has some bad wood and rotting, sagging places in it , porch columns have rot and deterioration - exterior in less than ideal shape - interior appears to be in good repair. |
| 5/14/2019 | | 5/14/19 Appeal to BoER no change |
| 12/13/2016 | | Lawyers office open/sy |
| 2/16/2016 | | Document Type: DEED, Document Info: 959/63 |
| 2/16/2016 | | Map/Block/Lot: 56750879 |



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# ADDENDUM 8

## Discussion of Settlement of Property Tax Case

-------- Original message --------
From: David Francisco <franciscolaw@suddenlinkmail.com>
Date: 11/18/20 11:25 AM (GMT-05:00)
To: Ed Booth <ed.booth@co.beaufort.nc.us>, Frankie Waters <Frankie.Waters@co.beaufort.nc.us>, Hood Richardson <Hood.Richardson@co.beaufort.nc.us>, Jerry Evans <Jerry.Evans@co.beaufort.nc.us>, Jerry Langley <Jerry.Langley@co.beaufort.nc.us>, John Rebholz <john.rebholz@co.beaufort.nc.us>, Stan Deatherage <stan.deatherage@co.beaufort.nc.us>
Cc: Brian Alligood <brian.alligood@co.beaufort.nc.us>, Bobby R Parker <bobby.parker@co.beaufort.nc.us>
Subject: Tax Appeals

CAUTION: This email originated from outside of the Beaufort County system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gentlemen: I have eight [8] appealed tax cases pending and for hearing in Raleigh before the Property Tax Commission. Thus far the commission has set only one of ours for hearing--to be heard the week of December 7.

The one case is Buslinger. This is an unimproved lot at Hickory Point Lands subdivision. The tax value was determined [and you confirmed] to be $82,993. Land was valued at $78,000 plus "riprap" of $4,993. The subject lot is adjacent to the owner's other lot which has an improvement on it. Purchase price in 2019 was $46,000 for subject lot. Tax assessor says he can settle the case for a value of $46,000 and recommends this.

I need to know from you if you approve this. I intend to put it on the agenda for December 7 but I have to prepare & file an Order on Final Pre-Hearing Conference by November 30.

Please advise of questions and /or disapproval.

**David C. Francisco, County Attorney**
ATTORNEY AT LAW, P.C.
117 W. 3rd Street
Washington, North Carolina 27889
Phone: 252-833-0591
Fax: 252-833-4602

**CONFIDENTIALITY NOTICE**: If you are not the intended recipient of this message, you are not authorized to intercept, read, copy, forward, or disseminate this communication. This communication may contain information that is proprietary, attorney/client privileged, attorney work product, confidential or otherwise legally exempt from disclosure. If you have received this message in error, please notify the sender immediately either by phone [(252) 833-0591 ] or by return e-mail and destroy all copies of this message (electronic, paper, or otherwise).

CIRCULAR 230 DISCLOSURE NOTICE:

Any U.S. federal tax advice included in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding U.S. federal tax-related penalties or (ii) promoting, marketing or recommending to another party any
tax-related matter addressed herein.

To: Board of Equalization and Review 2020
From: Ruth and David Buslinger, Appellant for Property Tax Review
Re: Documentation for Reducing Property Taxes on 3251 Hickory Point Road Aurora, NC

11 May 2020

We are the owners of a lot located at 3251 Hickory Point Road Aurora, NC (REID # 22690). We purchased this lot on July 23, 2019 for $47,000.17. We are accessed at $82,993 for tax purposes. The only improvement on the property is rock at the shoreline. At 0 .17 acre, this is $12.02 per square foot.

Land $78,000
Bldg $4993

The property adjoining ours, a .13 acre lot, 3261 Hickory Point Road, (REID # 22360) unimproved except for rock at the shoreline, recently sold for $12,000 or $1.96 per square foot.

Land $10,401
Bdlg $1350

The unimproved property closest to ours, in physical location as well as amenities, for sale at Lot 7 Hickory Point Road Aurora NC. The asking price is $39,000 for 2.62 acres, rendering the sale price as $0.34 (34 cents) per square foot. Septic permit issued, according to Zillow and Realtor.com.

Recently sold waterfront, a 2.67 lot located at 4 Old Campbells Creek Road Lot 4 Aurora, also approved for a septic system sold for $16,000, $0.14 per square foot.

As to the Bldg assessment, we have no building on the property. The septic tank and field that was there has completely caved in and is of no use. Smith Septic company (252.945.8080) came out, located the tank and field, dug it up and declared it worthless. We have a repair permit on file. Due to all the above, we feel the $4993 building assessment is overestimated.

We are asking the board to revisit our Tax Assessment on 3251 Hickory Point Road Aurora NC bringing it in line with the actual monies paid and the cost of comparable properties currently for sale in our area.

Please contact us for any further information.

Thank you,

Ruth and David Buslinger
4702 Cherry Grove Road
Elon, NC 27244
336.260.5417

OMB Approval No. 2502-0265

# A. Settlement Statement (HUD-1)

B. Type of Loan

| 1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins. | 6. File Number: BUSLINGER 3251 | 7. Loan Number: | 8. Mortgage Insurance Case Number: |
|---|---|---|---|

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

| D. Name and Address of Borrower: | E. Name and Address of Seller: | F. Name and Address of Lender: |
|---|---|---|
| RUTH OCHABUSLINGER<br>DAVID ALBERT BUSLINGER | JAMES OLIVER ROEBUCK | |

| G. Property Location: | H. Settlement Agent: | I. Settlement Date: |
|---|---|---|
| 3251 HICKORY POINT ROAD<br>AURORA, NC 28509<br>BEAUFORT County, North Carolina<br><br>Parcel | RICHARD L. GRIFFIN, P.A.<br>202 East Arlington Boulevard, Suite B<br>Greenville, NC 27858 Ph. (252)355-4619<br>Place of Settlement:<br>202 East Arlington Boulevard, Suite B<br>Greenville, NC 27858 | July 23, 2019 |

| J. Summary of Borrower's transaction | | K. Summary of Seller's transaction | |
|---|---|---|---|
| **100. Gross Amount Due from Borrower:** | | **400. Gross Amount Due to Seller:** | |
| 101. Contract sales price | 46,020.00 | 401. Contract sales price | 46,020.00 |
| 102. Personal property | | 402. Personal property | |
| 103. Settlement Charges to Borrower (Line 1400) | 653.07 | 403. | |
| 104. | | 404. | |
| 105. | | 405. | |
| Adjustments for items paid by Seller in advance | | Adjustments for items paid by Seller in advance | |
| 106. City/Town Taxes to | | 406. City/Town Taxes to | |
| 107. County Taxes 07/24/19 to 01/01/20 | 326.20 | 407. County Taxes to | |
| 108. Assessments to | | 408. Assessments to | |
| 109. | | 409. | |
| 110. | | 410. | |
| 111. | | 411. | |
| 112. | | 412. | |
| **120. Gross Amount Due from Borrower** | 47,000.17 | **420. Gross Amount Due to Seller** | 46,020.00 |
| **200. Amounts Paid by or in Behalf of Borrower** | | **500. Reductions in Amount Due Seller** | |
| 201. Deposit or earnest money | 500.00 | 501. Excess deposit (see instructions) | |
| 202. Principal amount of new loan(s) | | 502. Settlement charges to Seller (Line 1400) | 4,946.00 |
| 203. Existing loan(s) taken subject to | | 503. Existing loan(s) taken subject to | |
| 204. | | 504. Payoff First Mortgage | |
| 205. | | 505. Payoff Second Mortgage | |
| 206. | | 506. | |
| 207. | | 507. (Deposit disb. as proceeds) | |
| 208. | | 508. | |
| 209. | | 509. | |
| Adjustments for items unpaid by Seller | | Adjustments for items unpaid by Seller | |
| 210. City/Town Taxes to | | 510. City/Town Taxes to | |
| 211. County Taxes to | | 511. County Taxes 01/01/19 to 07/24/19 | 413.32 |
| 212. Assessments to | | 512. Assessments to | |
| 213. | | 513. | |
| 214. | | 514. | |
| 215. | | 515. | |
| 216. | | 516. | |
| 217. | | 517. | |
| 218. | | 518. | |
| 219. | | 519. | |
| **220. Total Paid by/for Borrower** | 500.00 | **520. Total Reduction Amount Due Seller** | 5,359.32 |
| **300. Cash at Settlement from/to Borrower** | | **600. Cash at settlement to/from Seller** | |
| 301. Gross amount due from Borrower (line 120) | 47,000.17 | 601. Gross amount due to Seller (line 420) | 46,020.00 |
| 302. Less amount paid by/for Borrower (line 220) | ( 500.00) | 602. Less reductions due Seller (line 520) | ( 5,359.32) |
| **303. Cash** ☒ From ☐ To Borrower | 46,500.17 | **603. Cash** ☒ To ☐ From Seller | 40,660.68 |

** Paid outside of closing by borrower(B), seller(S), lender(L), or third party(T)*

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

Borrower

RUTH OCHABUSLINGER

DAVID ALBERT BUSLINGER

Seller

JAMES OLIVER ROEBUCK

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

**AV-14**
Web-Fill
2-15

# Notice of Appeal and Application for Hearing

North Carolina Property Tax Commission
P. O. Box 871
Raleigh, NC 27602
(919) 814-1129

**FOR TAX YEAR** _____

**NORTH CAROLINA**
**WAKE COUNTY**

BEAUFORT ☒ **COUNTY**

**Instructions for completing this Application and an informational bulletin are available** www.dornc.com/downloads/property.html
**Names and addresses for County Assessors and County Attorneys are available at:** http://www.dor.state.nc.us/taxes/property/counties.html

In the matter of the appeal of:

DAVID AND RUTH BUSLINGER
Property Owner's Name

4702 CHERRY GROVE ROAD
Mailing Address

ELON, NC 27244
City, State, Zip Code

ruth.buslinger@gmail.com
E-mail address

Telephone Numbers
Home: (336) 421-0691
Work: (336) 260-5417 ext.
Cell: (336) 404-4036

Parcel ID Number or County Account Number of property being appealed REID# 22690

Address of property being appealed 3251 HICKORY POINT ROAD AURORA, NC 27806

On MAY 11, 2020 (month, day, year) the property owner's appeal was heard by the BEAUFORT ☒ County Board of Equalization and Review or Board of County Commissioners and on MAY 20, 2020 (month, day, year) the property owner was notified in writing of the Board's decision and that the true value in money thereof as of January 1, 2020 (year) was $82,993.

**NOTE: A copy of the County Board's decision must be submitted with this Application to verify that you appeared before the board.**

Check & complete all that apply:

☑ Property owner appeals County Board's decision as to the true value of property.

Owner's Appraisal or Opinion of Value: Real Property $47,000
Personal Property $0 (only if appealing personal property)

☐ Property owner appeals County Board's decision denying property tax exemption or exclusion.

☐ Property owner appeals County Board's decision to deny hearing before the County Board (due to timeliness, etc.).

Please comment and attach documentation or evidence: ATTACHED IS OUR LETTER TO THE BEAUFORT COUNTY EQUALIZATION BOARD, THEIR RESPONSE, OUR BILL OF SALE FOR THE REAL PROPERTY.

This Application (Form AV-14) shall be prepared and signed by (1) the property owner or (2) a North Carolina licensed attorney for the property owner. If the property owner is a corporation, an officer of the corporation or its attorney should prepare and sign the Application. In the case of a partnership, a general partner may sign. In the case of a trust or estate, a qualifying fiduciary may sign. **A tax representative or agent is not authorized to prepare and sign the Application.** See Instruction Sheet for AV-14 regarding Business Entities.

**The undersigned property owner or lawful representative makes application for hearing before the Property Tax Commission and respectfully requests that the Commission schedule a hearing so that the property owner's objections, as above set forth, may be presented to and considered by the Commission.**

NOTE: If someone other than the property owner should be the contact person for this appeal, provide the following information:

Name

Address

Email Address

Telephone Number ext.

RUTH AND DAVID BUSLINGER
Name (Print or Type)

OWNERS
Title (Owner, Attorney, Corporate Officer, General Partner, Etc.)

Signature Date

**Timely appeals must be received by the Commission or postmarked by the US Postal Service within 30 days after the date the County Board mailed notice of its decision to the property owner.**

PARCEL: 22690 | 07/24/2019 | PIN: 6589-64-9911

# Property Record Card
## Physical Address: 3251 HICKORY POINT RD

Status: ACTIVE
Market Area: HICKORY POINT(HICK)
Land Class: SINGLE FAMILY RESIDENCE
Pin History:

Corp Limit:
Special District:
Fire District: RICHLAND FIRE
Township: Richland Township

Assd. Acreage: 0.17
Total SFLA: 0
Total GLA: 0

Utilities: ELECT, PAVED, SEPTIC, WATER
Flags:

Deed Book/Pg: 002011/00020 Deed Date: 1/9/2020 Stamps: $0 Description: LOT 54 AND PT 55,104,105 HICKORY POINT LANDS

| Name: | *BUSLINGER, RUTH OCHS*<br>*BUSLINGER, DAVID ALBERT* |
|---|---|
| Mailing Address: | 4702 CHERRY GROVE RD<br>ELON NC 27244 |

**Jan 1, Owner(s)**

*BUSLINGER, RUTH OCHA*
*BUSLINGER, DAVID ALBERT*

**Sales Details**

| TYPE | PRICE | DATE | SRC | STATUS |
|---|---|---|---|---|
| PKG | $47,000 | 07-24-19 | R | Q |

Historic Deferral:
Use Value Deferral:
Exempt Value:
Exempt Desc:

Total Cost Value of Property: Valued by cost $82,993
Total Exempt/Deferred: $0

**Total Taxable Value: $82,993**

**Land Summary**

| Seq | Zoning | Land Desc | Land Units | Rate | Size Adj Factor | Land Adj | Adjusted Rate | Land Value |
|---|---|---|---|---|---|---|---|---|
| 1 | NONE | RESIDENTIAL-FF | 75.00 UN | $1,600 | | DEPTHFACTOR (65.00%) | $1,040 | $78,000 |

Total Assessed Value for Land: $78,000

**Misc Improvements**

| Seq | Card # | Type | Eff Year | Size | Base Price | Grade | % Comp | Common Int % | Phy Depr | Econ Depr | Funct Depr | Migr Adj | MA Fact | Assd Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | RIPRAP | 2010 | 1X73 | $90.00 | C (100%) | 100% | | AVERAGE (24%) | | | | 1.00 | $4,993 |

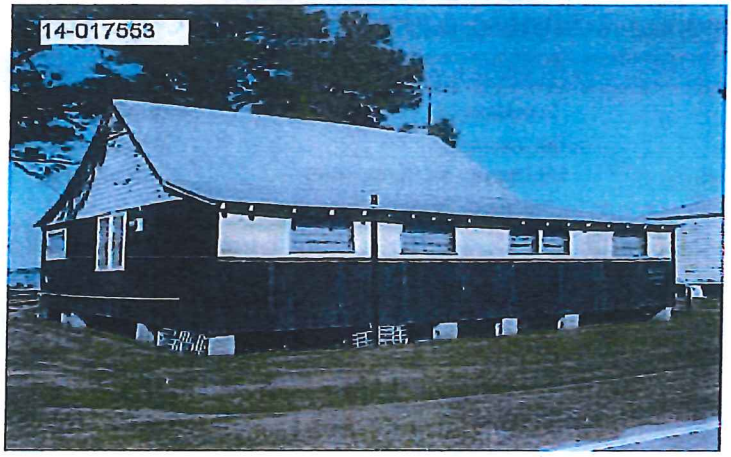
Total Assessed Value for Misc Imprvs: $4,993



DISCLAIMER: This information has been collected for inventory of property per NCGS 105-317(a)(3) and is provided in order to enable property owners to ascertain the method, rules, and standards of value by which this property has been appraised. This information is compiled from recorded deeds, plats, and other public records data. Users of this information are hereby notified that the aforementioned sources should be consulted for verification of the information contained in this report. The county assumes no legal responsibility.

| PARCEL: 22690 | 07/24/2019 | PIN: 6589-64-9911 |
|---|---|---|

Office Use Only : 22690






**DISCLAIMER:** This information has been collected for inventory of property per NCGS 105-317(a)(3) and is provided in order to enable property owners to ascertain the method, rules, and standards of value by which this property has been appraised. This information is compiled from recorded deeds, plats, and other public records data. Users of this information are hereby notified that the aforementioned sources should be consulted for verification of the information contained in this report. The county assumes no legal responsibility.

| PARCEL: 22690 | 07/24/2019 | PIN: 6589-64-9911 |
|---|---|---|

| DATE | BLDG # | DESCRIPTION |
|---|---|---|
| 5/19/2020 | | 2020 BOER, no change |
| 3/3/2020 | | CORRECTION OF ACREAGE |
| 3/3/2020 | | 3/3/20 review and calculate land value |
| 2/26/2020 | | Ownership change from straight transfer effective 1/9/2020 12:50 PM using CORRECTION Book/Page 002011-00020. REID 22690 transferred from grantor(s) BUSLINGER, RUTH OCHA; BUSLINGER, DAVID ALBERT to grantee(s) BUSLINGER, RUTH OCHS; BUSLINGER, DAVID ALBERT |
| 8/28/2019 | | Ownership change from straight transfer effective 7/24/2019 4:29 PM using WARRANTY DEED Book/Page 001995-00925. REID 22690 transferred from grantor(s) ROEBUCK, JAMES OLIVER to grantee(s) BUSLINGER, RUTH OCHA; BUSLINGER, DAVID ALBERT |
| 8/27/2019 | | *PCH/14-6 |
| 8/31/2017 | | SB |
| 2/16/2016 | | Document Type: MAP, Document Info: MB 4-14 |
| 2/16/2016 | | Map/Block/Lot: 658900103 |



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1 inch = 30 feet

0 15 30 60 Feet

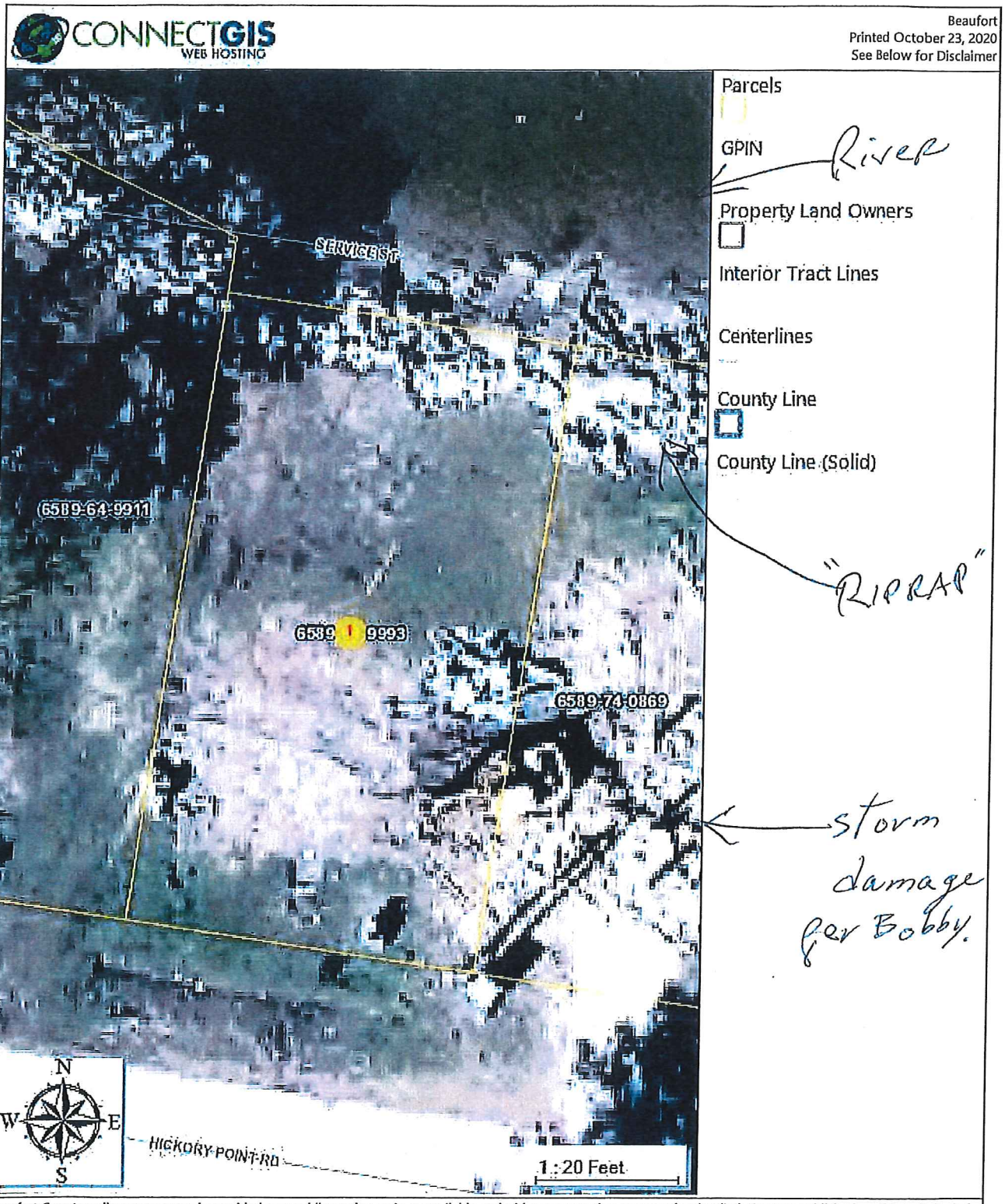
Date: 11/18/2020

N W E S

# BEAUFORT COUNTY GIS / LAND RECORDS

+++++ +++++ +++++ DISCLAIMER +++++ +++++ +++++

THIS MAP IS PREPARED FOR THE INVENTORY OF REAL PROPERTY IN ACCORDANCE WITH N.C. LAND RECORDS TECHNICAL SPECIFICATIONS FOR BASE, CADASTRAL AND DIGITAL MAPPING SYSTEMS. GRAPHIC ILLUSTRATIONS HEREON ARE COMPILED FROM RECORDED DEEDS, PLATS AND OTHER PUBLIC RECORD RESOURCES. PERSONS ARE HEREBY NOTIFIED TO CONSULT ALL APPLICABLE PUBLIC RECORDS FOR VERIFICATION. BEAUFORT COUNTY AND ITS AGENTS ASSUME NO LEGAL RESPONSIBILITY FOR THE ACCURACY OF INFORMATION DEPICTED ON THIS MAP.



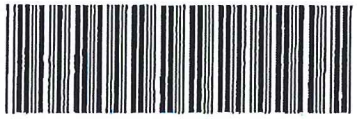

Beaufort County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only and is not intended to constitute a legal record nor should it be substituted for the advice or services of industry professionals. The County of Beaufort and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Beaufort County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.

BK2011PG020

FOR REGISTRATION REGISTER OF DEEDS
Jennifer Leggett Whitehurst
Beaufort County, NC
January 09, 2020 12:50:15 PM
Book 2011 Page 20-23
FEE: $26.00
INSTRUMENT # 2020000106

Beaufort County Tax Collectors
Tax Certification
Tax Collector's Official 1/9/2020 Date

BEAUFORT COUNTY LAND RECORDS
ROUTING FORM 51863
CLB 1/9/2020
Land Records Official Date



INSTRUMENT # 2020000106

NO REAL ESTATE TAX PAID

**Prepared By: RICHARD L. GRIFFIN, PA**
Mail/Return To: Ruth & David Buslinger
4702 Cherry Grove Rd.
Elon, NC 27244

Tax Parcel No: 6589-64-9911
Revenue Stamps $0.00

NORTH CAROLINA )
)
BEAUFORT COUNTY )

***CORRECTION DEED***

THIS CORRECTION DEED, made and entered into this the 2nd day of January, 2020 by and between **JAMES OLIVER ROEBUCK**, of Beaufort County, North Carolina, party of the first part; and **RUTH OCHS BUSLINGER** and husband, **DAVID ALBERT BUSLINGER** party of the second part.

WITNESSETH:

THAT WHEREAS, said parties of the first part heretofore executed to parties of the second part a certain Deed dated July 24th, 2019 and recorded in Book 1995 at Page 925-928 in the office of the Register of Deeds of Beaufort County; and,

THAT WHEREAS, the aforementioned deed contained the error:

**THE GRANTEE'S MIDDLE NAME IS MISPELLED. INCORRECT SPELLING IS OCHA. CORRECT SPELLING IS OCHS.**

And;

THAT WHEREAS, the party of the second part has requested that said error(s) be corrected and to add the correctly spelled name to said deed as follows

**RUTH OCHS BUSLINGER**

And;

THAT WHEREAS, the party of the first part intends that this correction to be effective on and relate back to August 1, 2019, the date the original deed was recorded; and

THAT WHEREAS, the party of the first part has agreed to execute an additional deed of conveyance to the party of the second party to correct any questions regarding the legal sufficiency of said conveyance.

NOW, THEREFORE, for and in consideration of the purchase price previously paid by the party of the second part and other considerations herein set forth, the party of the first part does hereby sell, grant and convey unto the party of the second part, his heirs and assigns, in fee simple, those certain lots or parcels of any lying and being in Beaufort County, North Carolina, and being more particularly described as follows:

**Lot No. 104 as shown on map of the Hickory Point Lands (Drawing No. HP1) of record in the Register's Office of Beaufort County in Map Book 4 at Page 14, to which map reference is hereby made for a complete description, and being the same lot described in deed dated August 24, 1948 and recorded in Book 386 at Page 164 of the Beaufort County Registry.**

**The eastern half of Lot Nos. 55 and 105, as shown on map of the Hickory Point Lands (Drawing HP1) of record in the office of the Register of Deeds of Beaufort County in Map Book 4 at Page 14, to which reference is made for a complete description and being the same property described in deed dated February 12, 1949 and recorded in Book 385 at Page 547 of the Beaufort County Registry. See deed from W.W. Brown and wife, Lois G. Brown, to G.H. Roebuck dated April 26, 1955 and recorded in Beaufort County Registry in Book 450 at Page 611.**

**Lot No. 54 as shown on map of the Hickory point Lands of record in the office of the Register of Deeds of Beaufort County, North Carolina, in Map Book 4 at Page 14, to which map reference is hereby made for a complete description, and begin the same lot described in the deed dated March 8, 1948 and recorded in Book 386 at Page 165 of the Beaufort County Registry.**

**Lot No. 104 as shown on map of the Hickory Point Lands (Drawing No. HP1) of record in the Register's Office of Beaufort County in Map Book 4 at Page 14, to which map reference is hereby made for a complete description, and being the same lot described in deed dated August 24, 1948 and recorded in Book 386 at Page 164 of the Beaufort County Registry.**

**Lot 54 and the Eastern half of Lot 55 are further depicted as Parcel 3 on that certain Map recorded in PC-H, Slide 14-6, Beaufort County Registry.**

**Subject to that certain water and well agreement as recorded in Deed Book 484 at Page 537, Beaufort Conty Registry. Subject to that certain right of way recorded in Book 623 at Page 591, Beaufort County Registry.**

**This property was not the primary residence of the Grantor.**

TO HAVE AND TO HOLD in said lands and premises, together with all privileges and appurtenances thereunto belonging or in any wise appertaining, unto the party of the second part, his heirs and assigns, in fee simple forever.

And the party of the first part covenants with the party of the second part that they are seized in fee simple of the above described property and that they have the right and title to convey the same; that the same is free and clear from all liens and encumbrances, except any unpaid ad valorem taxes, and subject thereto, they will forever warrant and defend title to the same against all lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hand and seal this the day and year first above written.

James Oliver Roebuck (SEAL)
JAMES OLIVER ROEBUCK

STATE OF NC
COUNTY OF Pitt

I, Kimberly S Arrington Notary Public of the aforesaid County and State, do hereby certify that James Oliver Roebuck personally appeared before me this day and acknowledged the due execution of the foregoing and annexed deed of conveyance for the purposes therein expressed and in the capacity indicated.

WITNESS my hand and seal, this the 2 day of January, 2018. KSA

KIMBERLY S. ARRINGTON
NOTARY PUBLIC
Pitt County
North Carolina
My Commission Expires Nov. 5, 2021

Kimberly S Arrington
*Notary Public*
My Commission Expires: 11/5/21

Env Richard Griffin to Ruth Buslinger PC

# ADDENDUM 9

## Budget Amendment, EMS Medical Cost Settlement Distribution

EMS Medicaid Cost Settlement Distribution
All Agencies Combined
FY 2018-2019

| | As Submitted | Audit Adj | Final | | |
|---|---|---|---|---|---|
| Salaries & Fringes | 3,877,285.00 | - | 3,877,285.00 | | |
| Contracted Services | 88,680.00 | - | 88,680.00 | | |
| Communications | 419,094.00 | - | 419,094.00 | | |
| Depreciation | | 220,433.00 | 220,433.00 | | |
| Building Rentals | 38,784.00 | - | 38,784.00 | | |
| Equip Rentals | 96,939.00 | - | 96,939.00 | | |
| Interest | 11.00 | - | 11.00 | | |
| Travel/Training | 52,314.00 | - | 52,314.00 | | |
| Maint/Operations/Repairs | 319,010.00 | (25,000.00) | 294,010.00 | | |
| Materials/Supplies | 174,637.00 | - | 174,637.00 | | |
| Computer Hardware/Software | 38,974.40 | - | 38,974.40 | | |
| Total Cost of EMS | **5,105,728.40** | **195,433.00** | **5,301,161.40** | 1,256.20 | Avg. trip $ |

| **Transports** | *Medicaid Only | Total Trips | Cost per trip | 67.27% Cost of Medicaid Trips | Ratio to Distributable Amount $410,779 |
|---|---|---|---|---|---|
| Beaufort Co | 247 | 1518 | $ 2,038.63 | $ 338,732.33 | $ 263,432.60 |
| Chocowinity** | 114 | 1575 | $ 737.07 | 56,523.95 | 43,958.75 |
| Aurora | 49 | 322 | $ 1,486.25 | 48,990.33 | 38,099.85 |
| Broad Creek | 175 | 713 | $ 658.63 | 77,535.05 | 60,299.11 |
| Pinetown | 9 | 92 | $ 1,059.46 | 6,414.27 | 4,988.38 |
| Total | 594 | 4220 | | $ 528,195.92 | $ 410,778.70 |

*Distribution is for Emergency trips only.
**Chocowinity cost per trip is based on total trips (Emergency and NonEmergency) due to expenditures including both costs.

| Amount to Distribute | |
|---|---|
| Funds from State | $ 447,586.00 |
| Less: Maximus Contract | (1,000.00) |
| Less: 5% County Adm. Fee | (22,379.30) |
| Less: NCACC Fee | (13,428.00) |
| Total to Distribute | $ 410,778.70 |

| County Distribution | |
|---|---|
| Prorated Share | $ 263,432.60 |
| County Adm. Fee | 22,379.30 |
| Total | 285,811.90 |

**Beaufort County**
**Finance**

# Budget Amendment Request

**Department:** **Fund 85 EMS** **Date of Request:** **12/7/20**

**FY Budget:** 2020/2021

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 85-0140-440000 | Medicaid Cost Settlement Revenue | 410,781 | |
| 85-4390-599750 | Medicaid Settlement - BC | 263,433 | |
| 85-4390-599751 | Medicaid Settlement – Choco | 43,959 | |
| 85-4390-599752 | Medicaid Settlement – Aurora | 38,100 | |
| 85-4390-599753 | Medicaid Settlement – Broad Creek | 60,300 | |
| 85-4390-599754 | Medicaid Settlement – Pinetown | 4,989 | |
| 85-0140-4400 | Medicaid Cost Settlement Revenue | 36,808 | |
| 85-4390-544000 | Contract Services | 14,428 | |
| 85-4390-599750 | Medicaid Settlement – BC | 22,380 | |

**Department Justification:** To recognize EMS Medicaid Cost Settlement revenue and appropriate funds for distributable shares among BC and the EMS agencies.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** _____

**State Position No.** _____

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| Department Head | | |
| Finance Officer | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| County Manager | Required for interdepartmental transfers. | |
| Board of Commissioners | Agenda Item No. _____ Reference No. _____ | |

14/15

# ADDENDUM 10

## CARES Act Funds Distribution to Remaining Municipalities

**Beaufort County**
**Finance**

# Budget Amendment Request

**Department:** General Fund & SRF 75 **Date of Request:** 7-6-20

**FY Budget:** FY 19-20

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 75-4420-598110 | Transfer to GF | 24,995 | |
| 75-4420-569201 | Town of Aurora COVID-19 | | 18,583 |
| 75-4420-569205 | Town of Pantego COCID-19 | | 6,412 |
| 10-0991-499075 | Transfer from Fund 75 | 24,995 | |
| 10-0991-499100 | Appropriated Fund Balance | | 24,995 |
| 10-0991-499100 | Appropriated Fund Balance | 24,995 | |
| 10-6100-555001 | Town of Aurora Appropriation | 18,583 | |
| 10-6100-555005 | Town of Pantego Appropriation | 6,412 | |

**Department Justification:**

**To transfer the Town of Aurora and Town of Pantego 25% CARES funding allocations from the Special Revnue Fund to the General Fund for use by Beaufort County for COVID-19 related expenditures (EMS salaries & benefits). Payment of $18,583 to Aurora and $6,412 to Pantego will be made as a "general" fund balance appropriation from the Outside Agency budget.**

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** _____

**State Position No.** _____

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| Department Head | | |
| Finance Officer | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| County Manager | Required for interdepartmental transfers. | |
| Board of Commissioners | Agenda Item No. _____ Reference No. _____ | |

# ADDENDUM 11

## COVID-19 Essential Worker Payment

Beaufort County
COVID Essential Worker Payment
As of December 1, 2020

362 Full time employees (382 less 20 vacancies)
$600 Bonus for full-time employees hired before July 1, 2020 (349 employees)
$300 Bonus for full-time employees if hired on or after July 1, 2020 (13 employees)
$100 Bonus for Part-time employees working at least 216 hours between March 1, 2020 and November 1, 2020

| | |
|---|---|
| $600 FT Bonus | $ 209,400 |
| $300 FT Bonus | 3,900 |
| $100 PT Bonus | 10,700 |
| Sub-total | 224,000 |
| Fica/Medicare/Ret/401k | $ 44,396 |
| Total Cost | 268,396 |

| 362 Employee Breakdown at 12-1-20 | | | Amount | | | | |
|---|---|---|---|---|---|---|---|
| LEO Employees | 58 | $ | 34,800 | | | | |
| Reg Employees | 304 | | 178,500 | $ | 3,900 | $ | 174,600 |
| | 362 | $ | 213,300 | | 13 | | 291 |
| | Part-time | | 10,700 | | | | |
| | | $ | 224,000 | | | | |

| Calculation of Benefit Cost | % | | Amount |
|---|---|---|---|
| Employer FICA | 7.65% | $ | 17,125 |
| Reg Retirement | 10.19% | | 18,189 |
| LEO Retirement | 10.84% | | 3,772 |
| Reg 401K | 2% | | 3,570 |
| LEO 401K | 5% | | 1,740 |
| | | $ | 44,396 |

**Beaufort County**
**Finance**

# Budget Amendment Request

**Department:** General Fund & Water Fund **Date of Request:** 12-7-20

**FY Budget:** FY 20-21

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 10-0991-499100 | Appropriated Fund Balance | 251,499 | |
| 10-5330-512100 | Salaries | 2,876 | |
| 10-4380-512100 | Salaries | 2,636 | |
| 10-4325-512100 | Salaries | 10,786 | |
| 10-4110-512100 | Salaries | 754 | |
| 10-4120-512100 | Salaries | 2,157 | |
| 10-4920-512100 | Salaries | 1,079 | |
| 10-4330-512100 | Salaries | 2,277 | |
| 10-4390-512100 | Salaries | 24,927 | |
| 10-4130-512100 | Salaries | 4,315 | |
| 10-5110-512100 | Salaries | 31,278 | |
| 10-4132-512100 | Salaries | 2,157 | |
| 10-4320-512100 | Salaries | 13,662 | |
| 10-4900-512100 | Salaries | 1,798 | |
| 10-4190-512100 | Salaries | 1,557 | |
| 10-4180-512100 | Salaries | 3,595 | |
| 10-4310-512100 | Salaries | 46,556 | |
| 10-5310-512100 | Salaries | 73,102 | |
| 10-4960-512100 | Salaries | 1,558 | |
| 10-4142-512100 | Salaries | 9,707 | |
| 10-4146-512100 | Salaries | 4,314 | |
| 10-5820-512100 | Salaries | 719 | |
| 10-4170-512100 | Salaries | 9,689 | |
| 60-3713-499100 | Appropriated Fund Balance | 16,897 | |
| 60-7130-512100 | Salaries | 16,897 | |

**Department Justification:** To appropriate CARES funding to cover COVID-19 Essential Worker Payment to employees.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** _____

**State Position No.** _____

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| **Department Head** | | |
| **Finance Officer** | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| **County Manager** | Required for interdepartmental transfers. | |
| **Board of Commissioners** | Agenda Item No. _____ Reference No. _____ | |

# ADDENDUM 12

## NC Resilient Coastal Communities Program

# MID-EAST COMMISSION

## Planning and Zoning Administration Services Contract
## December 08, 2020 – January 31, 2021

**THIS AGREEMENT,** made this ____ day of _____ 2020, by and between the Mid-East Commission, hereinafter called the "Commission," and the Board of Commissioners of Beaufort County, North Carolina, hereinafter called the "Board."

**WITNESSETH**

**WHEREAS,** the Commission operates to provide Planning and Technical Assistance to Local Governments in Region Q, and

**WHEREAS,** the Board, has requested the assistance of the Commission.

**NOW, THEREFORE,** the Commission and the Board mutually agree as follows:

1. Employment and Scope of Work

The Board hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the work as described in the detailed "Scope of Services" set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. Length of Contract

The work of the Commission shall commence on or after the 8th day of December 2020 and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract and all conditions of this contract shall expire on the 31st day of January 2021.

3. Compensation and Method of Payment

The Board will pay the Commission a lump sum of $3,500.00 for the services provided hereunder. Services provided are described on page 4, Exhibit A, Scope of Services.

The Commission will issue an invoice to the Board upon project completion. The Board will issue a check to the Commission upon receipt of the agreed upon services as set forth in Exhibit A.

4. Termination of Contract for Cause

If, for any cause, the Commission shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Commission shall violate any of the covenants, agreements, or stipulations of this Contract, the Board shall, thereupon, have the right to terminate this Contract by giving written notice to the Commission of such termination forty-five (45) days before such effective date. During the forty-five day notification period, the Commission shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Commission shall be entitled to receive just and equitable compensation for all satisfactory work completed.

The Commission may also terminate this contract for any reasons associated to its workload, time constraints, and the like. If the Commission feels that it cannot complete the work for any of the aforementioned reasons, it shall have the right to terminate this contract by giving written notice to the Board of such termination forty-five (45) days before such effective date.

5. Changes

The Board may from time to time request changes in the Scope of Work or services to be performed by the Commission hereunder. Such changes, including any increases or decreases in the Commission compensation, which are mutually agreed upon by and between the Board and the Commission, shall be incorporated as written amendments to the Contract.

6. Records

The Commission shall maintain financial records pertaining to this Contract for three years after final settlement of the Contract or until cleared by audit.

7. Access to Records

The Commission shall have access to all pertinent records of Beaufort County to assist the Commission staff in providing planning and technical services and as a part of this contract to assure that proper recordkeeping is maintained.

8. Interest of Contractor

The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Commission further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

9. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Commission under this contract which requests to be kept confidential shall not be made available to any individual or organization other than the Board.

11. Complete Agreement

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

By:_____
Bryant Buck, Executive Director
Mid-East Commission

By:_____
Brian Alligood, County Manager
Beaufort County

Date:_____

Date:_____

Attest:_____

Attest:_____

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

Signed: _____
Finance Officer

Date: _____

# EXHIBIT A

## SCOPE OF SERVICES

For consideration of a lump sum of $3,500.00, the Mid-East Commission will make available to Beaufort County, the following Planning services:

PROFESSIONAL SERVICES:

1. Preparation and submittal of a North Carolina Resilient Coastal Communities Program (RCCP) grant application on behalf of the county.

# DRAFT PROGRAM FACT SHEET

Building resilience to natural hazards is vital for communities to help maintain quality of life, healthy growth, durable systems, and conservation of resources for present and future generations. Coastal storms and flooding continue to have devastating impacts on the economies and livelihoods of communities across eastern North Carolina. A number of barriers to developing resilience to coastal risks exist, including economic and capacity constraints that have been exacerbated in recent times.

Making informed decisions to work towards more resilient communities requires careful, thorough planning efforts using sound, locally-relevant data. The new *Resilient Coastal Communities Program* aims to address this need through **technical and financial assistance** to advance coastal resilience efforts throughout the 20 coastal counties in North Carolina. The Program is intended to be a state-local partnership to help overcome barriers in coastal resilience and adaptation planning, boost local government capacity, and support a proactive, sustainable, and equitable approach to coastal resilience planning and project implementation.

## NC'S FUTURE

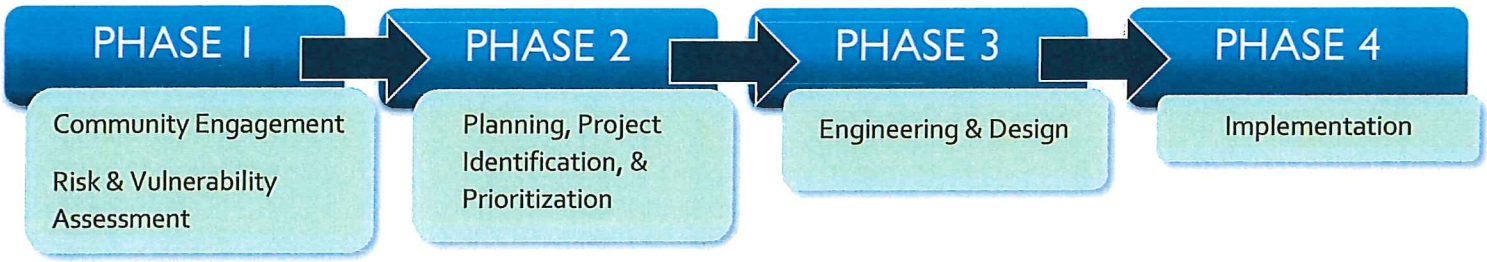
Intensity of tropical storms and hurricanes, storm surge flooding, heavy precipitation events, sea level rise, and tidal flooding are all expected to increase in our state (NC Climate Science Report 2020). More must be done to safeguard communities from loss of life, economic hardships, and the destructive impacts of intensifying coastal and climate risks.

***Program Objectives***

1. Address barriers to coastal resilience in North Carolina at the local level, such as limited capacity, economic constraints, and social inequities;
2. Assist communities with risk and vulnerability assessments and developing a portfolio of well-planned and prioritized projects;
3. Advance coastal resilience projects to "shovel-ready" status, or ready for implementation; and
4. Link communities to funding streams for project implementation.

The North Carolina Division of Coastal Management (DCM) received funding from the State Legislature and National Fish and Wildlife Foundation (NFWF) to develop and implement the Resilient Coastal Communities Program in coordination with the NC Office of Recovery and Resiliency (NCORR), The Nature Conservancy (TNC), and NC SeaGrant (NCSG). The Resilient Coastal Communities Program is a component of the statewide North Carolina Resilient Communities Program, called for in the 2020 North Carolina Climate Risk Assessment and Resilience Plan.

Beginning in the fall of 2020, the Resilient Coastal Communities Program aims to facilitate a community-driven process for setting coastal resilience goals, assessing existing and needed local capacity, and identifying and prioritizing projects that enhance community resilience to coastal hazards. The program provides a framework to assess coastal risks and vulnerabilities, engage community stakeholders, and develop projects to strategically improve the resiliency of communities and their natural and built infrastructure. The four phases of the program include:




Understanding that each community is at a different level of resilience planning, the program is designed to meet communities where they are in the process by building upon existing efforts. A Program Curriculum will provide detailed guidance for completing the requirements of each phase of the program. Communities will have the opportunity to apply for technical assistance to complete Phases 1 and 2, and upon completion, will become eligible to apply for financial assistance to complete Phases 3 and 4. Local governments that wish to complete the requirements of Phases 1 and 2 without applying for technical assistance may do so according to the Program Curriculum. Ultimately, the Resilient Coastal Communities Program aims to provide tools and resources to help promote safer communities for years to come.

*Please register for one of our virtual events to learn more and provide your feedback!*

# ADDENDUM 13

## Parks and Recreation Trust Fund (PARTF) Grant Application

# MID-EAST COMMISSION

## Planning and Zoning Administration Services Contract
## January 01, 2021 – May 31, 2021

**THIS AGREEMENT,** made this ____ day of _____ 2020, by and between the Mid-East Commission, hereinafter called the "Commission," and the Board of Commissioners of Beaufort County, North Carolina, hereinafter called the "Board."

**WITNESSETH**

**WHEREAS,** the Commission operates to provide Planning and Technical Assistance to Local Governments in Region Q, and

**WHEREAS,** the Board, has requested the assistance of the Commission.

**NOW, THEREFORE,** the Commission and the Board mutually agree as follows:

1. Employment and Scope of Work

The Board hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the work as described in the detailed "Scope of Services" set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. Length of Contract

The work of the Commission shall commence on or after the 1st day of January 2021, and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract and all conditions of this contract shall expire on the 31st day of May 2021.

3. Compensation and Method of Payment

The Board will pay the Commission a lump sum of $2,500.00 for the services provided hereunder. Services provided are described on page 4, Exhibit A, Scope of Services.

The Commission will issue an invoice to the Board upon project completion. The Board will issue a check to the Commission upon receipt of the agreed upon services as set forth in Exhibit A.

4. Termination of Contract for Cause

If, for any cause, the Commission shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Commission shall violate any of the covenants, agreements, or stipulations of this Contract, the Board shall, thereupon, have the right to terminate this Contract by giving written notice to the Commission of such termination forty-five (45) days before such effective date. During the forty-five day notification period, the Commission shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Commission shall be entitled to receive just and equitable compensation for all satisfactory work completed.

The Commission may also terminate this contract for any reasons associated to its workload, time constraints, and the like. If the Commission feels that it cannot complete the work for any of the aforementioned reasons, it shall have the right to terminate this contract by giving written notice to the Board of such termination forty-five (45) days before such effective date.

5. Changes

The Board may from time to time request changes in the Scope of Work or services to be performed by the Commission hereunder. Such changes, including any increases or decreases in the Commission compensation, which are mutually agreed upon by and between the Board and the Commission, shall be incorporated as written amendments to the Contract.

6. Records

The Commission shall maintain financial records pertaining to this Contract for three years after final settlement of the Contract or until cleared by audit.

7. Access to Records

The Commission shall have access to all pertinent records of Beaufort County to assist the Commission staff in providing planning and technical services and as a part of this contract to assure that proper recordkeeping is maintained.

8. Interest of Contractor

The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Commission further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

9. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Commission under this contract which requests to be kept confidential shall not be made available to any individual or organization other than the Board.

11. Complete Agreement

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

By:_____
Bryant Buck, Executive Director
Mid-East Commission

By:_____
Brian Alligood, County Manager
Beaufort County

Date:_____

Date:_____

Attest:_____

Attest:_____

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

Signed: _____
Finance Officer

Date: _____

# EXHIBIT A

## SCOPE OF SERVICES

For consideration of a lump sum of $2,500.00, the Mid-East Commission will make available to Beaufort County, the following Planning services:

PROFESSIONAL SERVICES:

1. Preparation and submittal of a Parks and Recreation Trust Fund (PARTF) grant application on behalf of the county.

# Parks and Recreation Trust Fund (PARTF)
# Annual Grant Cycle Schedule

| | |
|---|---|
| **Late October 2020** | **Announcement**<br>The N.C. Division of Parks and Recreation (DPR) sends an announcement package to inform local governments about the availability of PARTF matching grants and how to apply. |
| **Late October 2020** | **Instructional Video about the PARTF Application**<br>The PARTF program posts the "PARTF Application Video Guide" online at go.ncsu.edu/partfappvideo to explain the application process and requirements. Viewing is strongly recommended but is not required. RRS consultants are available for additional technical assistance. |
| **April 1, 2021** | **Application Review Deadline**<br>Local governments may submit their draft applications to their RRS regional consultant by April 1, 2021 for a technical review to ensure that the application is complete. |
| **May 3, 2021** | **Application Deadline**<br>Applications are due. See page 5 for details on how to submit. |
| **Late Summer/Fall 2021** | **Selecting Grant Recipients**<br>The Parks and Recreation Authority meets to select grant recipients. The meeting date and location will be announced on the N.C. Division of Parks and Recreation website when it is available. |

# PARTF Funding Cycle 2020-2021
# Requirements and Resources

**Program Summary**

- **Eligible Applicants:** North Carolina counties and incorporated municipalities are eligible for PARTF grants. Two or more local governments may apply jointly with one serving as the primary sponsor. Public authorities, as defined by GS 159-7, are also eligible if they are authorized by N.C. General Statutes or their charter to acquire land and develop recreation facilities for public use.
- **Eligible Projects:** PARTF grants can be used to acquire land as well as build or renovate facilities for a public park. A project must be located on a single park site.
- **Maximum Request:** Applicants can request a maximum of $500,000 with each application. PARTF grant recipients with an active project may not request additional funds to complete the project.
- **Dollar-for-Dollar Match:** An applicant must match the grant at least dollar-for-dollar. The appraised value of land to be donated to the applicant can be used as all or part of the match. The value of in-kind services, such as the applicant's force account labor or volunteer work, cannot be used as part of the match.
- **Site Control:** The applicant must have legal control of the park property where PARTF facilities will be located.
- **Public Use:** Park areas and facilities must be open and accessible to the public with no restrictions such as membership. Property acquired with PARTF assistance must be dedicated forever for public recreational use. Facilities built or renovated with a PARTF grant are to be used for public recreation for at least 25 years.
- **Incomplete and Ineligible Applications** will not be considered for funding. Only information received or postmarked by May 3, 2021 will be accepted. Mailed applications must include a tracking number.
- **The Application Checklist** *(page 6)* contains the list of documents needed for a complete application.
- **Evaluation of Applications:** The PARTF staff evaluates each application. The evaluation includes the PARTF scoring system, an on-site inspection, and a review of the applicant's previous grants.
- **Selecting Recipients:** The Parks and Recreation Authority, a board appointed by the Governor and the General Assembly, selects PARTF grant recipients. The factors that the Authority members consider include the following:
  - the applicant's description/ justification for the project
  - the application's ranking based on the PARTF scoring system
  - the geographic distribution of grants across North Carolina
  - the distribution of grants to local governments with small, medium, and large populations
  - the applicant's administration of previous grants
  - the amount of PARTF funds that the applicant is requesting
  - the amount of PARTF funds available
- **Additional Information** is available on the N.C. Division of Parks and Recreation website: www.ncparks.gov/partf.

# Requirements and Resources

**Assistance for Completing the Application**

- Your PARTF project should be the result of a planning process that reflects the public's preferences. Read the entire application and understand how each application is evaluated. Start early to assemble all items on the checklist for submitting a complete application.
- The Division of Parks and Recreation provides technical assistance to local governments through the Recreation Resources Service (RRS) at N.C. State University. Contact your regional consultants to discuss your application or project.
- Learn more about completing a successful PARTF application by viewing the "PARTF Application Video Guide" instructional video presented by the PARTF program. The video will be available via the RRS website in late-October.
- Complete the application at least four weeks before the deadline (April 1, 2021) and contact your RRS regional consultant for a review of your application for completeness.
- If you are planning a greenway project, contact your RRS consultant as soon as possible.

**To Help Plan Facilities for Public Recreation**

- **Making Facilities Accessible:** All facilities funded by PARTF must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Applicants are encouraged to include the costs of access routes to the accessible facilities in the grant application. For design guidelines, go to:
  - › ADA Standard - index
  - › About ADA Standards
  - › Guidelines for Recreation Facilities
- **Playground Safety Guidelines:** PARTF encourages all applicants to adhere to the guidelines established by the U.S. Consumer Product Safety Commission's (CPSC) Handbook for Public Playground Safety (publication #325).
- **Place Utility Lines Underground:** All utility lines funded with a grant from PARTF must be placed underground.

**To Help Complete the Environmental Review**

- **Wetlands:** The Regulatory Division of the U.S. Army Corps of Engineers can assist in identifying wetlands. Contact them as early as possible.
- **Floodplains:** www.ncfloodmaps.com has the most recent Federal Emergency Management Agency (FEMA) floodplain data. The permitting process before construction of facilities will determine the applicable storm water requirements for the project.
- **Cultural Resources:** The State Historic Preservation Office can assist in identifying historical and archaeological resources.

**Sites Funded by the Land and Water Conservation Fund (LWCF)**

- Reference the following to see if your proposed project site has previously received LWCF funding: Previously Funded Projects
- Proposed projects on LWCF-funded sites must comply with guidelines set forth by the National Park Service in the LWCF State Assistance Program Federal Financial Assistance Manual.

**Projects on School Property**

- **Eligible Facilities:** Only recreational facilities not generally provided at schools are eligible.
- **Joint-Use Agreement:** A local government and a school system must include an executed joint-use agreement with their application. The agreement describes how the school site will be used for public recreation. The PARTF staff must approve the agreement before an application can be considered for funding. Contact your RRS regional consultant to receive a sample of a joint-use agreement and to discuss the project.

**DOT, FERC & FEMA Permitting for Facilities**

- Because of potential delays, if your project includes a bridge, dam or other facility that requires a DOT, FERC, or FEMA permit, it is strongly recommended that the local government obtain the approved permit before applying for PARTF.

# Submitting your Application

- Submit one complete paper copy of the application with the accompanying digital PDF copies on a flash drive.
- The paper copy is the official copy of the application.
- Only application packets postmarked or received by May 3, 2021 will be accepted.

  Applications may be:

  1. Mailed to:
     North Carolina Division of Parks and Recreation
     Attention: PARTF Program
     1615 Mail Service Center
     Raleigh, NC 27699-1615
     **Mailed applications must include a tracking number.*
  2. Delivered no later than 5:00 p.m., May 3 to:
     North Carolina Division of Parks and Recreation
     Nature Research Center, 2nd Floor
     121 West Jones Street
     Raleigh, NC 27603

# If You Receive a Grant

- **When to Start:** To receive PARTF grant funds, a grantee must sign a contract ***before*** beginning a PARTF project. There are two exceptions. Some planning costs *(page 11)* can be incurred before applying. Also, DPR can approve a waiver allowing an applicant to acquire land before a grant is approved *(page 16)*.
- **Signing the Contract:** A grantee signs a contract that describes the project and the conditions for receiving a PARTF grant. This is a legally binding agreement between the local government and the State of North Carolina.
- **Project Costs** submitted in the application will be part of the contract and serve as the budget for the project *(page 11)*.
- **Reimbursements:** PARTF grants are paid as reimbursements of documented expenses. Grantees may submit bills for reimbursement on a quarterly basis. The PARTF program will reimburse grantees for up to 50 percent of their expenditures for the project.
- **Audits and Inspections:** PARTF staff will conduct periodic site inspections of each PARTF project to inspect the progress as well as the financial records. All PARTF grantees must maintain accounting records for the project that are supported by documentation such as invoices and contracts.
- **Completing the PARTF Project:** A local government has three years to complete a PARTF project, as specified in the contract.

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Discussion

**Presenter:** James Madson, Health Director

**Agenda Title:** Covid-19 Update

**Summary of Information:** A Health Department representative will give an update on the Covid-19 response/status.

**Submitter Recommendations/Motions:** Information only.

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Decision

**Presenter:** Whitehurst, Jennifer, Register of Deeds

**Agenda Title:** Advertise and Fill One Position – Register of Deeds

**Summary of Information:** This request is to fill a vacant Deputy Register of Deeds position. Job responsibilities for this position include:

1. cross trained in all operations of the office
2. Participates in the 4 job, weekly real estate rotation work schedule (scans, indexes real estate documents as dictated by NC general statutes, performs quality control functions on all scanned images, and processes incoming mail).
3. Records real estate documents and survey maps
4. Records and process electronic real estate filings
5. Issues marriage licenses
6. Issues certified copies of vital records (brit, death, marriage)
7. Records military discharges
8. Processes Beaufort County notary commissions
9. Creates hard real estate book copies from scanned images
10. Downloads and submits all images for microfilm creation
11. Maintains the monthly fee book
12. Assists the public as needed in the office, on the phone, and navigation of the website

Register of deeds employees are cross trained to do all services the office provides and to check the work of others. The position requested to be filled will enable the office to continue to provide the level of service that has been provided in the past.

**Submitter Recommendations/Motions:** Staff recommends allowing the Register of Deeds to advertise and fill the vacant position in the Register of Deeds office.

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Decision

**Presenter:** Lloyd Salter, Tax Assessor

**Agenda Title:** Discussion of Settlement of Property Tax Case

**Summary of Information:** The Beaufort County Tax Assessor's office has reviewed the property located at 121 E. 2nd Street, Washington, NC and are proposing a reduction in value based on consideration of comparable properties.

The Tax Assessor's office is recommending a reduction from the B.E.R. affirmed value of $806,537 to a value of $752,700.

**Submitter Recommendations/Motions:** Staff will follow the Boards direction.

**Attachments:**

Ms. Jones,

The Beaufort County Assessor's Office has revlewed the upcoming PTC case for 121 E 2nd St., Washington NC and we are proposing a reduction in value. Based on the staff walkthrough of the property and consideration of comparable properties, we are proposing a reduction from the B.E.R. Affirmed value of $806,537 to a value of $752,700.

If you, as an owner of this property consent to the reduction, please sign the bottom and we will have this processed and sent to the Property Tax Commission.

Anita Jones

Beaufort County Assessor

| OBJECTID | GPIN | GPIN LONG |
|---|---|---|
| 6678 | 5675-88-9077 | 5675-88-9077 |
| **OWNER NAME** | **OWNER NAME2** | **MAILING ADDRESS** |
| IPLAN GROUP AGENT FOR CUSTODIAN FBO WILLIAM POULIN IRA | IPLAN GROUP AGENT FOR CUSTODIAN FBO ANITA JONES IRA | 4512 N PLANTATION HARBOUR DR |
| | | **MAILING ADDRESS2** |
| | | 4512 N PLANTATION HARBOUR DR |
| **CITY** | **STATE** | **ZIP** |
| LITTLE RIVER | SC | 29566 |
| **PROP DESC** | **LAND VAL** | **BLDG VAL** |
| 1 LOT 121 EAST 2ND ST (LOT #39) | 105000 | 647700 |
| **TOT VAL** | **DEFR VAL** | **TAXABLE VA** |
| 752700 | 0 | 752700 |
| **PREV ASSES** | **ACRES** | **PROPERTY ADDRESS** |
| 133560 | 0.52 | 121 E 2ND ST |
| **TOWNSHIP** | **MBL** | **DATE** |
| 01 | 567508232 | 8/14/2017 |
| **DEED BOOK and PAGE** | **STAMPS** | **SALE PRICE** |
| 1937/00540 | 1615.00 | 807500.00 |
| **NBR BLDG** | **NBHD CDE** | **NBHD DESC** |
| 1 | B1HR | B1 HISTORICAL RESIDENTIAL |
| **LAND USE** | **EXEMPT PROP** | **EXEMPT AMT** |
| | | |
| **ROAD TYPE** | **YR BUILT** | **NBR STORIES** |
| PAVED | 1900 | |
| **SQ FT** | **SUB CDE** | **SUB DESC** |
| 7720 | BLUS8MULT | MULTI-FAMILY <5 |
| **NBR BED** | **NBR BATHS** | **EFF YR** |
| 11 | | 2007 |
| **NBR HALF BATHS** | **PIN** | **REID** |
| | 01011003 | 43951 |

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Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Decision

**Presenter:** Lloyd Salter, Tax Assessor

**Agenda Title:** Permission to Advertise and Fill Position - Tax Assessor

**Summary of Information:** The Tax Assessors office is seeking permission to advertise and hire for the position of Assistant Tax Assessor.

**Submitter Recommendations/Motions:** Staff recommends approving advertising for the Assistant Assessor position in the Tax Assessors office.

**Attachments:**

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Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Decision

**Presenter:** Carnie Hedgepeth, Emergency Management

**Agenda Title:** Blount's Creek FD Fire Truck Lease

**Summary of Information:** Blount's Creek FD is in the process of obtaining a fire apparatus. This fire apparatus is being leased through Blount's Creek FD's current fiscal means with no additional monies requested from the County. Part of the required documents for their lease is approval from the Beaufort County Board of Commissioners.

The third paragraph of the attached agreement states: "The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please be advised that the County has no objection to this transaction".

The Board Chairman's signature is required to attest that the Board of Commissioners has no objection to this transaction.

**Submitter Recommendations/Motions:** Emergency Services staff is requesting the Board approve that there is "no objection" to this agreement.

**Attachments:**

.

*(To Be Reproduced on County Letterhead)*

**DATE** (please date after the department has held their public meeting on _____)

**HomeTrust Bank**
**PO Box 10**
**Asheville, NC 28802-0010**

**Re: Municipal Lease and Option Agreement between HomeTrust Bank and Blounts Creek Volunteer Fire Department, Inc.**

**Dear Sirs,**

**I am Chairman of the County Commissioners of Beaufort County. This letter is to advise you that: Blounts Creek Volunteer Fire Department, Inc. is a qualified Volunteer Fire Department, assigned to protect a specific Fire District within this County.**

**In addition, a special ad valorem (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.**

**The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please be advised that the County has no objection to this transaction.**

**Sincerely,**

_____
**Chairman**
**Beaufort County Commission**

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Decision

**Presenter:** Carnie Hedgepeth, Emergency Management

**Agenda Title:** Budget Amendment - Emergency Management

**Summary of Information:** Beaufort County Emergency Services received several grants in the 2019-2020 budget year. A total of $6,865 could not be used in the budget year due to merchandise restrictions and Covid. These funds were transferred into the general fund.

Emergency Services staff is requesting approval for the $6,865 be reallocated from the general fund to Emergency Management in the present fiscal year so the remainder grant items can be purchased.

**Submitter Recommendations/Motions:** Approve budget amendment as presented.

**Attachments:**

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**Beaufort County**
**Finance**

# Budget Amendment Request

**Department:** General Fund **Date of Request:** 1/4/21

**FY Budget:** 2020/2021

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 10-0223-449650 | Homeland Security Grant | 632 | |
| 10-0991-499100 | Appropriated Fund Balance | 6,233 | |
| 10-4330-599995 | Grant Expenses | 6,865 | |

**Department Justification:** To appropriate unspent grant funds awarded and carried over from FY 19-20.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** _____

**State Position No.** _____

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| Department Head | | |
| Finance Officer | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| County Manager | Required for interdepartmental transfers. | |
| Board of Commissioners | Agenda Item No. _____ Reference No. _____ | |

14/15

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Decision

**Presenter:** Martyn Johnson, Economic Development Director

**Agenda Title:** Performance Grant to the EDPNC Project River Breeze

**Summary of Information:** Project River Breeze is an expansion of an existing manufacturing company into a new product line. The company currently has plans to locate a facility in Beaufort County, NC rather than Texas based on incentives from the State and local levels.

Other funding for the Company's project is described in the below table:

| Pamlico Air - Project River Breeze | CDBG-BR | OneNC | County Performance Grant | City Performance Grant |
|---|---|---|---|---|
| Years | 2 | 3 | 5 | 5 |
| Total Investment | $1,817,200 | $1,400,000 | $3,050,000 | $3,050,000 |
| Jobs | 33 | 39 | 43 | 43 |
| Wage Rate | $38,008 | $38,077 | $39,651 | $39,651 |
| Incentive | $400,000 | $120,000 | $75,000 | $65,000 |

**Investment and Jobs:** The company plans to invest $2,100,000 in a facility and $950,000 in equipment. Once at full capacity after 5 years, the company will employ 43 full-time employees paying an average annual wage of $39,651. The average 2020 County wage rate was $38,008. The jobs will include engineers, shift managers, assemblers, and administration positions.

The property tax revenue over 10 years from the company with $2,100,000 in a facility and $950,000 in equipment with a twelve-year depreciable life is estimated at $157,797. It is proposed the County assist the company to locate its facility, equipment and 43 full-time employees paying an average annual wage of $39,651 through an economic development performance grant of $75,000.

**Economic Development Grant:** The economic development performance grant will only be paid after the County has collected the company's property taxes for the year and will not exceed the property taxes paid in that year. If the jobs are not created and/or held for the time period specified (the grant period of 5 years plus 1 year) the economic development performance grant will be returned to the County proportional to the number of jobs not created.

**Submitter Recommendations/Motions:** The BCED Advisory Board and staff requests the Beaufort County Board of Commissioners vote to direct the Beaufort County Board of Commissioners Chair to have the staff complete and then sign the attached estimated $75,000 economic development performance grant to support with the aid of NCDOC, EDPNC and other economic development allies the creation of 43 full-time jobs and an investment of $3,050,000 in Beaufort County, NC.

**Attachments:**
1. Pamlico Air Beaufort County Performance Grant Agreement 01-04-21 as of 12-23-20

**BEAUFORT COUNTY, NC**
**JOINT ECONOMIC DEVELOPMENT**
**AGREEMENT**

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (the **"Agreement") is** made and entered into this ____day of _____ 2021, by and between **Beaufort County** (the **"County"**) and **CleanAire LLC operating as Pamlico Air ('THE COMPANY').**

**WITNESSETH**

WHEREAS, the County is desirous of fostering economic development within its boundaries, and

WHEREAS, North Carolina General Statutes Section 158-7.1(a) authorizes the County to make appropriations for the purpose of adding and encouraging the location and expansion of manufacturing enterprises and industrial and commercial plants in or near its boundaries, and

WHEREAS, THE COMPANY is a North Carolina Limited Liability Company (LLC), registered with the State of North Carolina, and lawfully authorized to do business within the State of North Carolina, and

WHEREAS, THE COMPANY is engaged in the manufacturing of air filters and filtration equipment within the meaning of North Carolina General Statutes Section 158-7.1, and

WHEREAS, THE COMPANY has indicated an intent to renovate property within the limits of the County as described in **Exhibit "A"** attached hereto, in order to cause to be constructed/renovated a yacht manufacturing facility (the **"Facility"),** and

WHEREAS, in order to engage in such enterprise, THE COMPANY intends to cause to be renovated and to occupy a building thereon for use as the Facility and acquire and/or relocate equipment and install the same therein, and undertake such other work as may be appropriate in THE COMPANY's opinion to accomplish the renovation and equipping of the Facility described herein such

lease or acquisition of real property, construction on site and building improvements, and the acquisition and/or relocation and installation of equipment and other work with respect to the real property and Facility by THE COMPANY collectively constitute the **"Improvements"**, and THE COMPANY anticipates that the total cost of the **NEW** Improvements, including the cost of the real property and inclusive of any equipment or fixtures and labor costs, during the improvement period, as defined below, is expected to be **THREE million and FIFTY thousand and no/100 ($3,050,000.00)** Dollars, comprised of $2,100,000 in real property construction and/or improvements and $950,000 in tangible personal property, **NOT** to include the anticipated purchase of ONE million and FIVE hundred thousand of existing real property, and

WHEREAS, the **NEW** Improvements and equipment are expected to **INCREASE** the tax base of the County by a $3,050,000 amount, and

WHEREAS, as an inducement to THE COMPANY, and to assist THE COMPANY in connection with the improvements, the County is willing to appropriate and expend County funds to provide certain economic development incentives, as provided in this Agreement, all such appropriations and expenditures to be made pursuant to the terms and conditions of this Agreement and NCGS Section 158-7.1(a), and

WHEREAS, the County has approved the appropriation and expenditure as hereinafter set forth for the specific purpose of making economic development grants based on the value of the Improvements to be made, and
WHEREAS, in consideration of these economic development incentives THE COMPANY agrees to comply with the covenants and conditions binding upon it as set forth in this Agreement, and
WHEREAS, the parties are desirous of reducing their agreement to this written form,

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows, to-wit:

The County acknowledges that THE COMPANY will own or control through a lease agreement the existing real property and structure being renovated in this

Agreement. The County and THE COMPANY agree that this Agreement shall apply only with respect to Improvements undertaken by THE COMPANY between **November 12, 2019 and December 31, 2024 (the "improvement period")** unless, after appropriate notice and public hearing as required by law, the parties shall agree in writing to extend the same but in no event shall the amounts established herein be increased due to any extension of time for fulfillment of the terms and conditions of this Agreement

1. County Initial Documentation Requirements This Agreement is executed subject to the fulfillment, on or before **March 1, 2020,** of each of the following conditions precedent, except to the extent that THE COMPANY may, in its absolute discretion, waive one or more thereof in whole or in part:

   1.1 The County shall deliver to THE COMPANY an Opinion of Counsel for the County, in form and substance reasonably satisfactory to THE COMPANY, that this Agreement has been duly authorized, executed and delivered by the County,

   1.2 The County shall deliver to THE COMPANY, in form and substance reasonably satisfactory to THE COMPANY, evidence in the form of certified minutes duly approved and adopted authorizing the economic development incentives set forth in this Agreement.

   1.3 The County shall deliver to THE COMPANY an Opinion of Counsel for the County, in form and substance reasonably satisfactory to THE COMPANY, stating that this Agreement complies with the terms and requirements of NCGS Section 158-7.1(a) and is binding upon and enforceable against the County by its terms

   County agrees to use its best efforts to cause such conditions to be satisfied on or before the date set forth in the first sentence of this Section 1.

2. THE COMPANY Initial Documentation Requirements This Agreement is executed subject to the fulfillment, on or before **March 1, 2021,** of each of the following conditions precedent, except to the extent that the County may, in its absolute discretion, waive one or more thereof in whole or in part

2.1 THE COMPANY shall deliver to the County a certificate confirming that it will own or control through a lease agreement the real property and that the construction, acquisition and/or installation of the improvements and equipment will result in **the creation by THE COMPANY of 43 jobs by no later than December 31, 2024, and the average wage rate for all new positions will be $39,651 per annum** as computed by the North Carolina Employment Security Division (NCESD) for the most recent period for which data is available. Such certificate shall be in the form or substantially in the form of the ESD UI101 certificate. The jobs must be held as created for the 5 years of the grant plus one year (through December 31, 2025 as currently stated). If the jobs are not created and/or held as created for the 5 years of the grant plus one year the economic development grant will be returned to the County proportional to the number of jobs not created.

2.2 An Opinion of Counsel for THE COMPANY, in form and substance reasonably satisfactory to the County, that this Agreement has been duly authorized, executed and delivered by THE COMPANY, and

2.3 An Opinion of Counsel for THE COMPANY, in form and substance reasonably satisfactory to the County, stating that this Agreement is binding upon and enforceable against THE COMPANY in accordance with its terms.

3. Representations and Warranties by County and THE COMPANY

In order to induce the County to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives pursuant to this Agreement, The County and THE COMPANY represent and warrant to each other the following as of the execution date hereof.

3.1 Representations and Warranties by County

County represents, warrants and covenants to the company that

3.1.1 (1) County is a duly authorized and existing public body corporate and politic and Instrumentality of the State of North Carolina created and existing under the laws of the State of North Carolina,

(2) County has full right and authority to enter into this Agreement and to consummate the transactions contemplated herein,

(3) each of the persons executing this Agreement on behalf of County is authorized to do so,

(4) this Agreement constitutes a valid and legally binding obligation of County, enforceable in accordance with its terms,

(5) County will execute and deliver such other documents, instruments, agreements, including but not limited to affidavits and certificates reasonably necessary to affect the transaction contemplated herein, and

(6) County will take all such additional action reasonably necessary or appropriate to effect and facilitate the consummation of the transaction contemplated herein.

effect and facilitate the consummation of the transaction contemplated herein.

3.1.2 Neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by County of any judgment, order, writ, injunction or decree issued or imposed upon it, or will result in a violation of any applicable law, order,

rule or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending against County which questions the validity or enforceability of this Agreement or the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.

3.1.3 The County has no knowledge of, nor has the County received any notice of, any actual or threatened action, litigation or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Facility or County, nor has any such organization, person, individual or governmental agency communicated to County anything which County believes to be threat of any such action, litigation or proceeding with respect to the Facility or the terms of this Agreement.

3.1.4 The County has not received any notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Facility or with respect to the use, occupancy or construction thereon.

3.2 Representations and Warranties by THE COMPANY

3.2.1 THE COMPANY is a North Carolina Limited Liability Company duly organized and existing under the laws of the State of North Carolina, has a place of business within the State of North Carolina, and is in good standing and authorized to do business in the State of North Carolina;

3.2.2 THE COMPANY has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted and has the corporate power and authority to execute and perform this Agreement;

3.2.3 (1) This Agreement is the valid and binding instrument and agreement of THE COMPANY, enforceable against THE COMPANY in accordance with its terms, (2) does not violate

any order of any court or other agency of government binding on THE COMPANY, the charter documents or operating agreement of - THE COMPANY or any provision of any indenture, agreement or other instrument to which THE COMPANY is a party, and (3) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which THE COMPANY is a party;

3.2.4 There is no suit, claim, action or litigation pending, or to the best knowledge of THE COMPANY threatened, relating to the Improvements or the use of the Improvements for their intended purpose;

3.2.5 To the best of THE COMPANY's knowledge, there is no impediment to the use of the real property for the purposes contemplated by this Agreement;

3.2.6 THE COMPANY is not engaged in a business that would be exempt from property taxes.

4. THE COMPANY Expenditures for Renovation/Improvements/Investment Goals

Subject to satisfaction of the conditions set forth in Sections 1, 2 and 3 above, THE COMPANY covenants and agrees with the County that in consideration of the appropriation and expenditure of the County of such economic development incentives, THE COMPANY shall make substantial improvements to the real property and invest in equipment, and the aggregate of such expenditures is expected to be:

TWO MILLION, ONE HUNDRED THOUSAND ($2,100,000) in construction/improvements/'renovations, and

NINE HUNDRED & FIFTY THOUSAND ($950,000) in equipment

The foregoing shall be the "Investment Goals" under this Agreement

The company further covenants and agrees it will maintain in place said improvements/renovations and equipment over the incentive period of five (5) years plus one year, however, that the foregoing shall not limit or restrict THE COMPANY's ability to remove or replace any equipment contained in the Facility, or remodel or expend the Facility, in the ordinary course of business.

5. County's Payment of Economic Incentives

In consideration of the obligations of THE COMPANY hereunder and in order to induce THE COMPANY to enter into this Agreement and renovate the Facility and invest in necessary equipment, The County by execution hereof by its officers with full authority, hereby agrees to provide certain economic development incentives to THE COMPANY as contained herein. Payment of the economic development incentives will be made as provided in this Paragraph 5. Payment of such incentives will be made upon the completion of the renovations/improvements and purchase of equipment, and the issuance of a valid certificate of occupancy for all structures which are a part of the renovation/Improvements, in an amount which will not exceed **SEVENTY FIVE THOUSAND DOLLARS ($75,000) over the 5-year incentive period.**

The economic incentive shall be payable in annual installments, beginning after ad valorem taxes have been paid by THE COMPANY in Calendar Year two (2) through after ad valorem taxes have been paid by THE COMPANY in Calendar Year six (6) For purposes of this Agreement, "CY 1" (Calendar Year 1) means calendar year 2020 and "CY 2" through "CY 6" means the succeeding five (5) calendar years.

Upon payment of ad valorem taxes by THE COMPANY to the County for each of CY 2 through CY 6, and delivery to the County by THE COMPANY of certificates in the form or substantially in the form attached

hereto as **Exhibit "C",** attributable to the renovations/improvements made to the date of such certification plus THE COMPANY's NC ESD UI 101 Third Quarter Report to valid job and average wage numbers.

The County will, within thirty (30) days after THE COMPANY delivers such certificates, in each of CY 2 through CY 6, pay to THE COMPANY an economic development incentive payment as provided herein. The amount of each annual (CY 2 through CY 6) payment will not to exceed the total ad valorem tax revenue paid by THE COMPANY in such Calendar Year that is attributable to the value of the renovations/improvements and equipment investment made by THE COMPANY at the Facility pursuant to this Agreement or otherwise. This same process will be followed by the County in each of CY 2, CY 3, CY 4, CY 5 and CY 6.

No incentives will be paid by the County after the fifth year (CY 6) as pursuant to this Agreement, but nothing in this Agreement precludes the County and THE COMPANY from entering into a subsequent agreement pertaining to other economic development incentives. During Calendar Years 2 through 6, THE COMPANY shall furnish to the County on or before December 15 of each year the certifications required by this Paragraph if requested, THE COMPANY shall provide the County, at THE COMPANY'S expense, independent certification as to such expenditures. It is understood and agreed that THE COMPANY will treat such incentive payments as non-shareholder contributions to capital as defined in Section 118 of the Internal Revenue Code of 1956. Economic development incentives under the recent tax code changes maybe taxable.

6. Extension Due to Force Majeure and Other Similar Causes Notwithstanding the provisions of Paragraphs 5 or 8, in the event THE COMPANY is unable to meet the requirements of Paragraph 5 as a result (1) of an event of force majeure, including but not limited to fires, explosions, acts of God, acts of public enemy, insurrections, riots, embargoes, labor disputes,

including strikes, lockouts, job actions or boycotts, (2) the inability to obtain the governmental permits or approvals necessary for the undertaking and operating the renovations/improvements after a good faith effort to obtain same has been made, (3) shortages of materials or energy, (4) changes in laws, or (5) other causes beyond the control of and arising without the fault or negligence of THE COMPANY, then, in such event, the renovation/improvement period and the Calendar Year payout period shall be extended for a period equal to the delay caused by any of the foregoing events so long as THE COMPANY shall (a) have furnished the County on a timely basis, upon the occurrence of such event, a notice thereof, and (b) take all commercially reasonable steps necessary to relieve the effect of such event and to resume completion of the renovations/improvements and purchase of equipment.

7. Events of Default It shall be an Event of Default if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be affected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

   a. If THE COMPANY or County, except in the event of force majeure, shall fail in a material fashion, to fulfill the provisions of any part of this Agreement including, without limitation, delivery of any certificates or payment required hereunder, and such failure shall continue for a period of sixty (60) or more days after the defaulting party receives written notice of such failure, or

   b. If THE COMPANY or County shall fail to observe and perform any other condition set forth in this Agreement and such failure shall continue for a period of ninety (90) or more days after the defaulting party receives written notice of such failure (except that a breach of Section 17 shall not require a cure period), or

   c. If any material representation, warranty or other statement of fact contained in this Agreement or in any writing, certificate, report or statement furnished by a party to the other party in connection

with the transaction described in this Agreement, shall be false or misleading in any material respect when given, or

d. If the COMPANY or County shall be unable to pay its debts generally as they become due, files a petition to take advantage of any insolvency statute, makes an assignment for the benefit of creditors, commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of the whole or any substantial part of its property, files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, or

e. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of THE COMPANY or of the whole or any substantial part of its properties, or approve a petition filed against THE COMPANY seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute, or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of THE COMPANY or of the whole or any substantial part of its properties.

8. Remedies If THE COMPANY fails to meet the Investment or Job Goals herein stated within the timetable as established in this agreement, the obligation of the County as set out herein shall terminate and the company shall reimburse County on a proportionate basis (for investment the numerator will be THE COMPANY'S actual investment, the denominator will be the applicable Investment Goal stated herein; for jobs the numerator will be THE COMPANY'S actual jobs created, the denominator will be the applicable Jobs Goal stated herein) for the aggregate of any and all sums actually paid or expended by the County, to include actual, reasonable costs associated with County recapturing such obligations. In the event of an Event of Default by County, THE COMPANY may terminate this Agreement upon written notice to County, or THE COMPANY may choose not to terminate at that time but THE

COMPANY's obligations hereunder shall be tolled for such period until the County cures its Default, and THE COMPANY's right to receive the economic incentive payments set forth hereunder shall not be abated or otherwise suspended provided THE COMPANY has otherwise made the required ad valorem tax payment and submitted the appropriate certificates.

9. Bona Fide Public Purpose Both

THE COMPANY and the County acknowledge that any and all monies appropriated and expended by the County for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on North Carolina General Statute 158-7.1 in the event a Court of competent jurisdiction, after final appeal, rules in a lawsuit to which either THE COMPANY or the County is a party, that all monies expended by the County pursuant to this Agreement were not offered and accepted in good faith and pursuant to and in compliance with North Carolina General Statute 158-7.1 and, further, that such monies must be repaid, THE COMPANY will make such repayment of such portion of the economic incentive monies actually received by THE COMPANY provided, however, that if such result in such lawsuit is not due to THE COMPANY's act or negligent failure to act, then THE COMPANY shall have a cause of action against the County hereunder for repayment of such monies.

Further, if any elected officials, officers agents or employees of the County are found by a Court of competent jurisdiction, after final appeal, to be personally liable for any of the monies so expended, and such liability is not covered by the County's public officials' liability insurance, then unless THE COMPANY is found not to be at fault, THE COMPANY will indemnify such elected officials, officers, agents or employees individually to the extent of the monies expended by the County pursuant to this Agreement, including all court costs and attorney fees the County agrees to maintain adequate public official liability coverage. In the event one or more lawsuits are brought against

the County or any County elected official, officer, agent or employee challenging the legality of this Agreement, then the County, in the exercise of sole discretion, shall exercise its best efforts to defend against any and all such lawsuits.

10. Notices All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (1) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (2) deposited with a national overnight courier service that retains receipts for its deliveries, properly addressed as follows:

The County

Brian Alligood, Manager Beaufort County
121 West 3rd Street
Washington, NC 27889
Phone: (252) 946-0079

Copy to:

David C. Francisco, Attorney
Beaufort County
117 W. 3rd Street
Washington, North Carolina 27889
Phone: (252) 833-0591

Copy to:

Anita Radcliffe, Financial Officer
Beaufort County
121 W. 3rd Street
Washington, North Carolina 27889
Phone: (252) 946-0079

& Copy to:

Martyn Johnson, ED Director
Beaufort County
705 Page Road
Washington, NC 27889
Phone: (252) 946-3970

THE COMPANY

Travis Stephenson, President
CleanAire LLC operating as
Pamlico Air
112 S. Respess St Washington, NC 27889
Phone: 919.669.5053
Email: traviss@pamlico-air.com

Copy to:

Shawn Widley
President | Commercial & Industrial Division
CleanAire LLC operating as
Pamlico Air
720 Page Road
Washington, NC 27889
Phone: 252.947.2371
Email: shawnw@pamlico-air.com

The County or THE COMPANY may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests or other communications shall be sent.

11. Binding Nature of Agreement, Transfer by THE COMPANY This Agreement shall inure to the benefit of, and is binding upon, the County and THE COMPANY and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, or claims created by this Agreement may be transferred by the company without the prior written approval, which approval will not be unreasonably withheld, of the County.

12. Amendments Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties

13. Enforceability If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby (provided, however, that the economic incentives payments are not jeopardized thereby, in which event this Agreement may be cancelled by THE COMPANY), and each such remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The County acknowledges and agrees that the economic incentive payments proposed as part of the Facility Investment and Job Creation are material inducements for THE COMPANY to enter into this Agreement. Accordingly, THE COMPANY shall have the right to cancel this Agreement upon written notice in the event there is a failure (either in form or substance) of the County's obligation to pay the economic incentives hereunder, or in the event there is a failure (either in form or substance) of the other entities obligations to pay certain economic incentives to THE COMPANY in conjunction with the Facility Investment and Job Creation.

14. Agreement Executed in Counterparts This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and It shall not be necessary in making proof of this Agreement to produce or account for more than

one such fully-executed counterpart

15. Conflict of Laws This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina. Venue for any action related to this agreement shall be in Beaufort County, North Carolina

16. Term The term of this Agreement shall commence on the date of execution and expire upon payment by County of all payments due to THE COMPANY hereunder, unless earlier terminated as provided herein

17. Confidentiality Both THE COMPANY and the County acknowledge the County has an obligation to its citizens to conduct public business in a public fashion, and to provide such informatl on to its citizens as will allow them to make informed judgments regarding its actions. Further, both THE COMPANY and the County acknowledge that THE COMPANY has a legitimate interest in maintaining the confidentiality of its trade secrets. In order to balance these competing interests, it is agreed this Agreement, once fully executed, is neither confidential nor a company trade secret, and may be released to the public. However, it is further agreed that the exhibits to this Agreement, and/or other information provided by THE COMPANY pursuant to this Agreement, may contain company trade secrets. Accordingly, where any such exhibit, or other information is at the time of its initial disclosure to the County, designated as "confidential" or as a "trade secret," and is marked such and that exhibit or information is a trade secret as defined in North Carolina General Statute 66-152(3), then such information will be maintained in confidence by the County, unless its release is consented to in writing by THE COMPANY or ordered by a court or other administrative body having proper jurisdiction. The County further agrees that it shall not make any public statements in connection with this Agreement or its terms or conditions without THE COMPANY's prior consent, except as may otherwise be required by applicable law. THE COMPANY and County agree to cooperate in good faith in coordinating any and all press releases and media statements concerning the Facility and this Agreement.

18. Construction Both THE COMPANY and the County acknowledge and

stipulate that this Agreement is the product of mutual negotiation and bargaining and that It has been drafted by Counsel for both THE COMPANY and the County as such, the doctrine of construction against the drafter shall have no application to this Agreement

19. Sale/Leaseback in the event THE COMPANY sells the real estate and/or plant and leases it back, with THE COMPANY retaining the obligation to pay ad valorem taxes with respect thereto, it shall remain entitled to the economic development Incentives hereunder not withstanding such sale.

Executed the date first set forth above:

***CleanAire LLC operating as Pamlico Air*** *a North Carolina Limited Liability Company*

By _____, (President)

**Beaufort County,**
A North Carolina Body Politic

By _____, (Chairman)
Beaufort County Board of Commissioners

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

_____ Anita Radcliffe, Beaufort County Financial Officer

Approved as to form on behalf of **THE COMPANY**

_____
Attorney

**STATE OF NORTH CAROLINA**

**COUNTY OF BEAUFORT**

I, _____ as a Notary Public of said county and state, certify that Frankie Waters, personally came before me this day and acknowledged that he is the Chairman of Beaufort County Board of Commissioners, a North Carolina municipal corporation, and that by authority duly given and as the act of the Board of Commissioners of Beaufort County the foregoing instrument was signed in its name and by its Chair, sealed with its corporate seal and attested by him as its Chair.

Witness my hand and seal this _____ day of _____, 2020

_____

Notary Public

My Commission Expires _____

**STATE OF NORTH CAROLINA**

**COUNTY OF BEAUFORT**

I, _____ a Notary Public of said county and state, certify that _____ personally came before me this day and acknowledged that he is President of **CleanAire LLC operating as Pamlico Air,** a North Carolina Limited Liability Company, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, and attested by him as its President.

Witness my hand and seal this _____ day of _____, 2021

_____

Notary Public

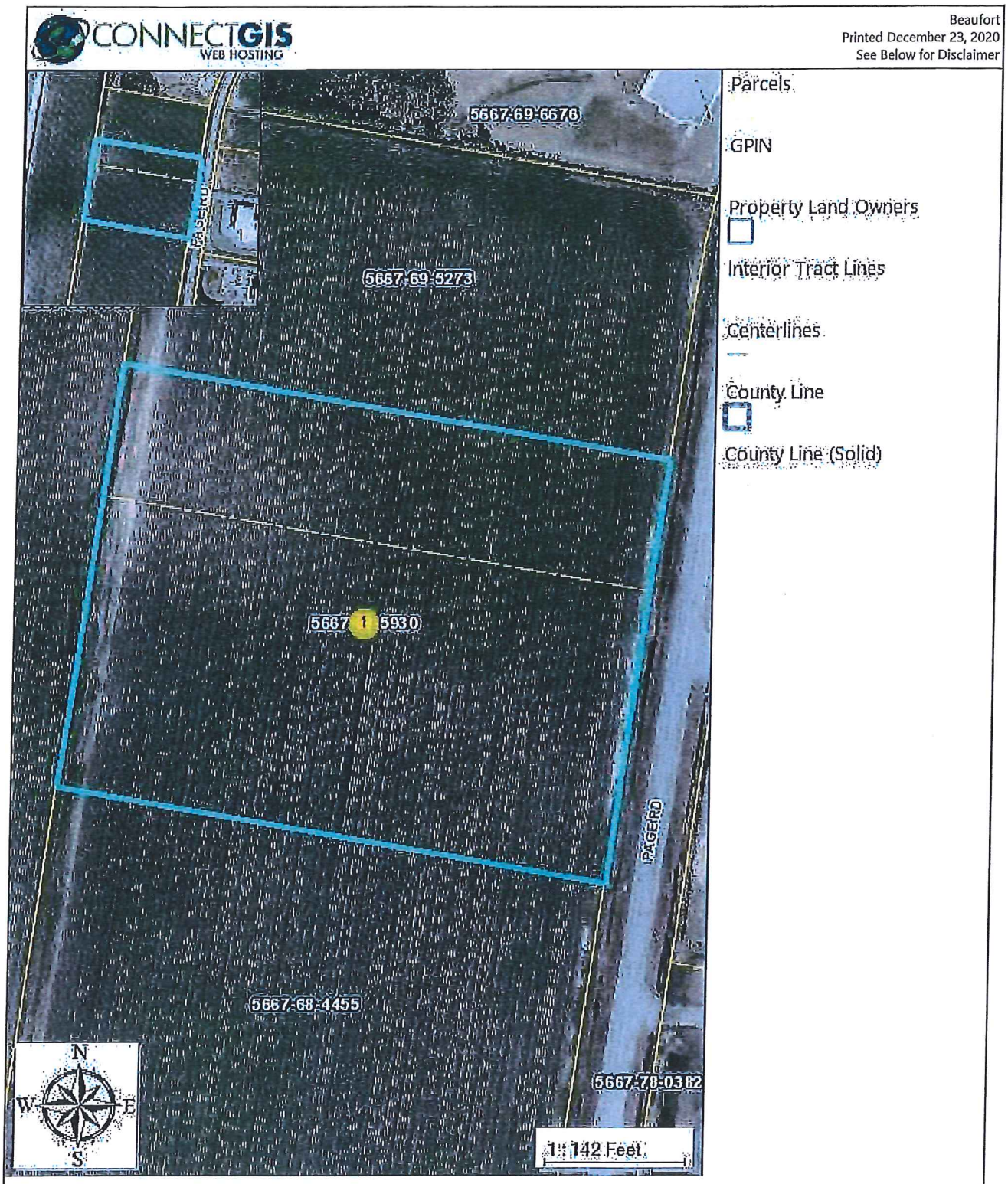
My Commission Expires _____

## EXHIBIT A

Joint Economic Development Agreement
Between Beaufort County and CleanAire LLC
operating as Pamlico Air

## LEGAL DESCRIPTION

The tracts of land and facility involved are at 720 Page Road Washington, NC 27889 and specifically identified in the following documents


CONNECTGIS
WEB HOSTING
Beaufort
Printed December 23, 2020
See Below for Disclaimer
5667-69-6676
5667-69-5273
5667 1 5930
5667-68-4455
5667-78-0312
PAGE RD
N
W
E
S
1 : 142 Feet
Parcels
GPIN
Property Land Owners
Interior Tract Lines
Centerlines
County Line
County Line (Solid)

| OBJECTID | GPIN | GPIN Long |
|---|---|---|
| 44962 | 5667-68-5930 | 5667-68-5930 |
| **OWNER NAME** | **OWNER NAME2** | **MAILING ADDRESS** |
| INDUSTRY READY ONE LLC | | 705 PAGE ROAD |
| **MAILING ADDRESS 2** | **CITY** | **STATE** |
| | WASHINGTON | NC |
| **ZIP** | **PROP DESC** | **LAND VAL** |
| 27889 | 5.51 AC LT 2 BEAUFORT CO IND PK | 123975 |
| **BLDG VAL** | **TOT VAL** | **DEFR VAL** |
| 1066374 | 1190349 | 0 |
| **TAXABLE VA** | **PREV ASSESS** | **ACRES** |
| 1190349 | | 5.51 |
| **PROPERTY ADDRESS** | **TOWNSHIP** | **MBL** |
| 720 PAGE RD | 01 | 566700106 |
| **DATE** | **DEED BOOK and PAGE** | **STAMPS** |
| 5/12/2017 | 1929/00222 | |
| **SALE PRICE** | **NBR BLDG** | **NBHD CDE** |
| 0.00 | 1 | BCIP |
| **NBHD DESC** | **LAND USE** | **EXEMPT AMT** |
| BEAUFORT COUNTY IND. PARK | | |
| **ROAD TYPE** | **YR BUILT** | **SQ FT** |
| PAVED | 2017 | |
| **SUB CDE** | **SUB DESC** | **NBR BED** |
| SOCC10 | COMMERCIAL | |
| **NBR BATHS** | **EFF YR** | **PIN** |
| 0.0000 | 2017 | |
| **REID** | | |
| 45667 | | |

Beaufort County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only and is not intended to constitute a legal record nor should it be substituted for the advice or services of industry professionals. The County of Beaufort and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Beaufort County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.

BEAUFORT COUNTY COMMITTEE OF 100

BEAUFORT COUNTY
ECONOMIC DEVELOPMENT

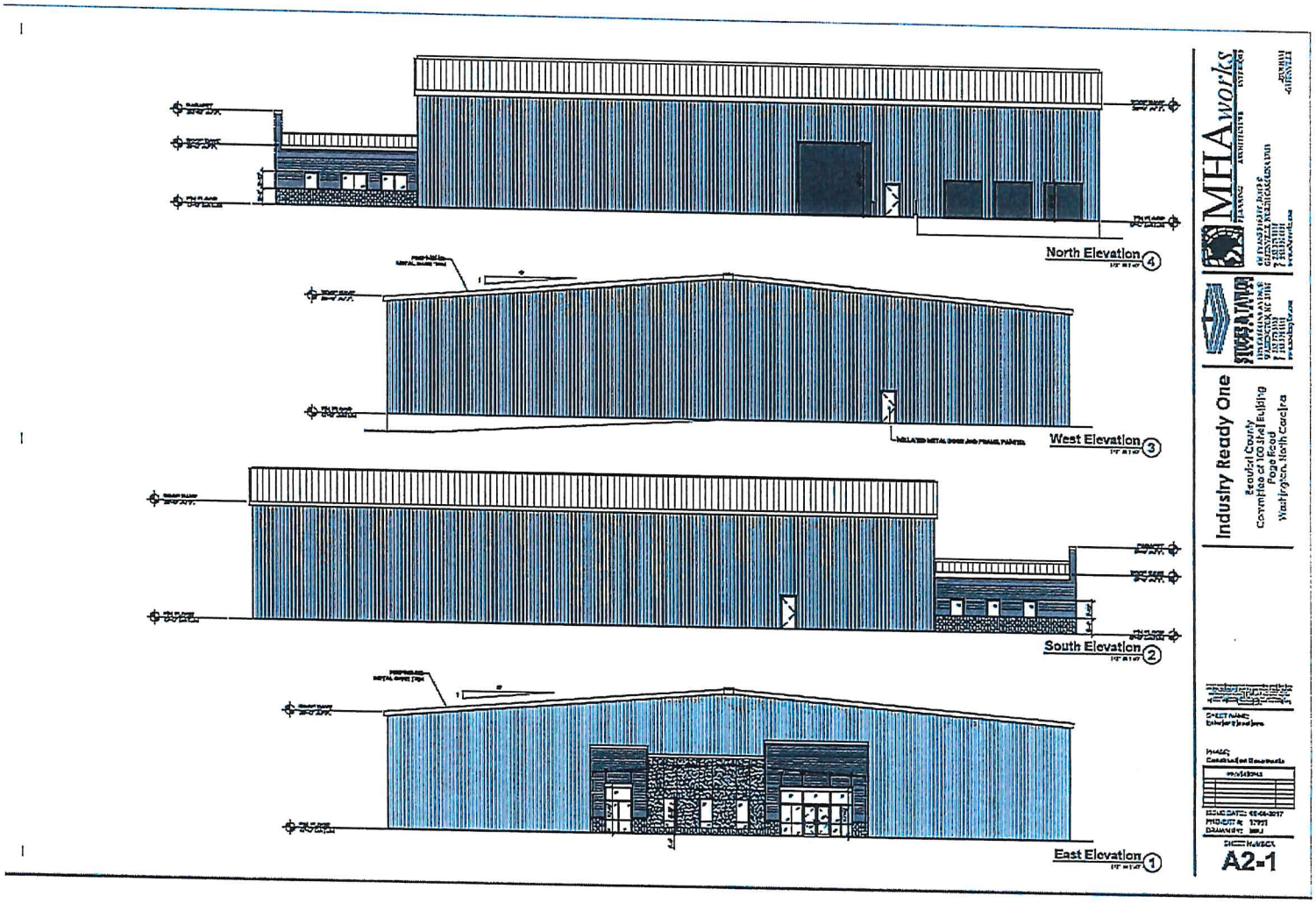
# BEAUFORT COUNTY NC COMMITTEE OF 100
# INDUSTRY-READY BUILDING

BEAUFORT COUNTY COMMITTEE OF 100

# BEAUFORT COUNTY

ECONOMIC DEVELOPMENT

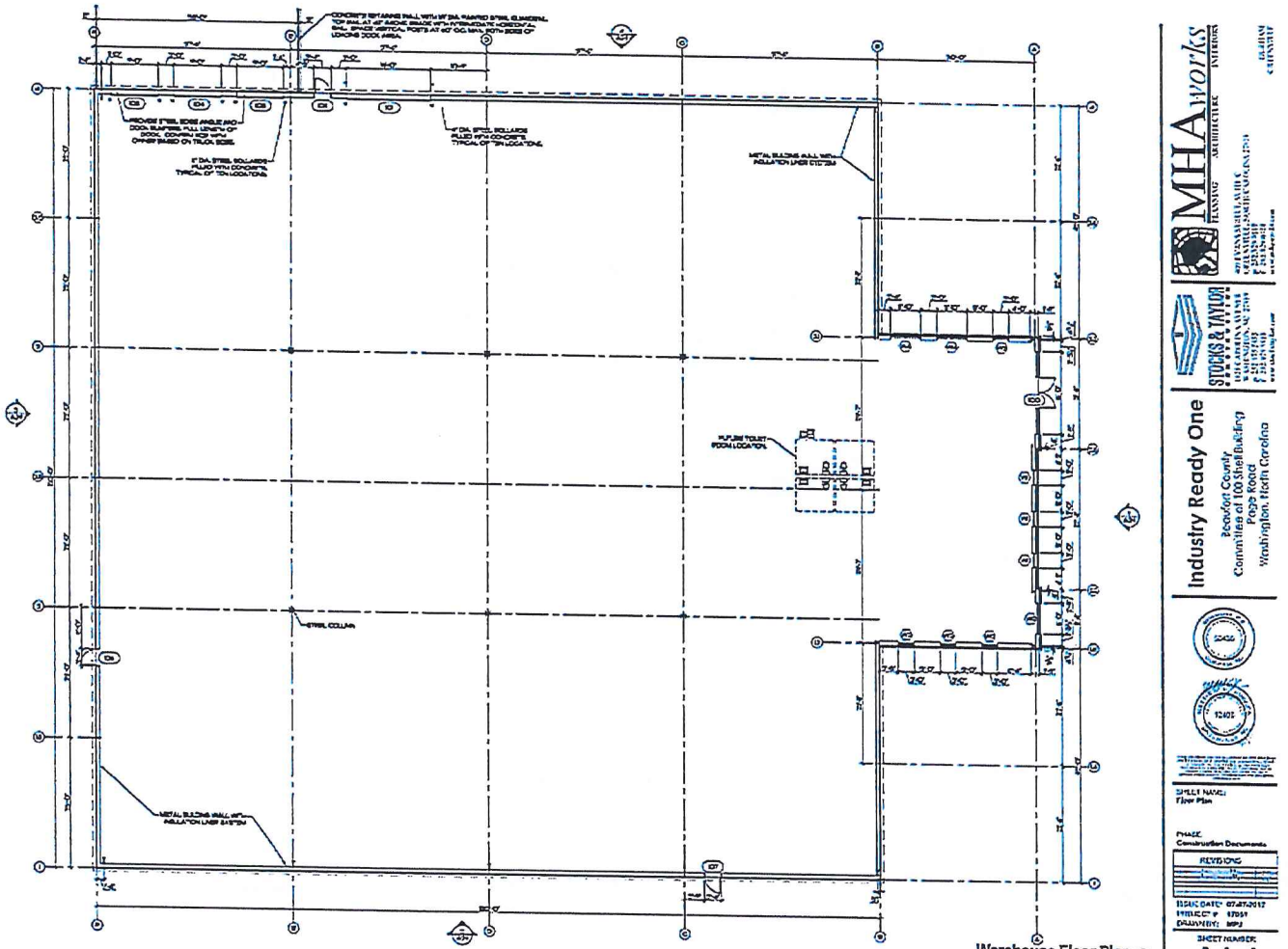
## BEAUFORT COUNTY NC COMMITTEE OF 100
## INDUSTRY-READY BUILDING



BEAUFORT COUNTY COMMITTEE OF 100

# BEAUFORT COUNTY
ECONOMIC DEVELOPMENT

## BEAUFORT COUNTY NC COMMITTEE OF 100
## INDUSTRY-READY BUILDING



BEAUFORT COUNTY COMMITTEE OF 100

BEAUFORT COUNTY
ECONOMIC DEVELOPMENT

**BEAUFORT COUNTY NC COMMITTEE OF 100**
**INDUSTRY-READY BUILDING**

# Industry-Ready Building specifications:

| | |
|---|---|
| Size: | 24,300 sq. ft. (Expandable to 48,600 sq. ft.) |
| Factory: | 22,500 sq. ft. |
| Office: | 1,800 sq. ft. |
| Site: | 5 acres (additional 10 acres available) |
| Material: | Steel/Masonry |
| Condition: | New – Completed December 2017 |
| Price: | $1,395,000 |
| Lease: | $3.46/SF/Year NNN 5 Year Term |
| Zoning: | Industrial |

BEAUFORT COUNTY COMMITTEE OF 100

BEAUFORT COUNTY
ECONOMIC DEVELOPMENT

## BEAUFORT COUNTY NC COMMITTEE OF 100
## INDUSTRY-READY BUILDING

# Industry-Ready Building specifications:

| | |
|---|---|
| Eaves: | 26 feet |
| Floor: | 6 inches reinforced concrete |
| Bay Spacing: | 50' x 37.5' |
| Walls: | Insulated Metal |
| Roof: | Insulated Metal |
| Truck bays: | 3 dock high, 1 drive-in |

BEAUFORT COUNTY COMMITTEE OF 100

BEAUFORT COUNTY
ECONOMIC DEVELOPMENT

## BEAUFORT COUNTY NC COMMITTEE OF 100
## INDUSTRY-READY BUILDING

# Industry-Ready Building specifications:

| | |
|---|---|
| Lighting: | LED + Transom skylights |
| Electrical: | 480 V/4 Phase |
| Sprinkler: | 100% Wet |
| Utilities: | City of Washington |
| Telecom: | SuddenLink |
| Gas: | Piedmont Natural Gas |

## EXHIBIT B

Joint Economic Development Agreement
Between Beaufort County and CleanAire LLC
operating as Pamlico Air (THE COMPANY)

CERTIFICATE

**TO Beaufort County**

This Certificate is delivered pursuant to Section 2.1 of the Joint Economic Development Agreement (the **"Agreement"),** dated_____, 2021, between Beaufort County and THE COMPANY any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement

I, Travis Stephenson , do hereby certify, for and on behalf of THE COMPANY, that

(a) The construction, renovation and/or installation of the improvements and equipment on or at the real property will result, in the creation by the company of 76 new full time Jobs in Beaufort County, and

(b) Such new full-time jobs will pay on average $38,224 per annum as computed by the Employment Security Division Commission for the most recent period for which data is available as of the date of this Certificate

Dated at Washington, North Carolina, this _____day of _____ , 2021

**THE COMPANY**

BY_____

TITLE _____

**EXHIBIT C**

Joint Economic Development Agreement
Between Beaufort County and CleanAire LLC
operating as Pamlico Air (THE COMPANY)

**CERTIFICATE**

**TO Beaufort County**

This Certificate is delivered pursuant to Section 5.1 of the Joint Economic Development Agreement (the **"Agreement"**) dated___, _____ 2021, between Beaufort County and THE COMPANY any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement

I, Travis Stephenson , do hereby certify, for and on behalf of THE COMPANY, that

The following improvements were made during the_____ Calendar Year 2021.

Dated at Washington, North Carolina, this _____day of____, 2021__

BY _____

TITLE _____

_____, 2021

Travis Stephenson, President
CleanAire LLC operating as Pamlico Air (THE COMPANY)

RE Opinion of Counsel for Beaufort County

To Travis Stephenson,

The executed "Joint Economic Development Agreement" between Beaufort County, North Carolina (the "County") and CleanAire LLC operating as Pamlico Air ("The company") complies with the terms and requirements of NCGS 158-7.1 and has been duly authorized, executed and delivered by the County, and this Agreement is binding upon and enforceable against the County in accordance with its terms

Sincerely,

David C. Francisco
Beaufort County Attorney

117 W. 3rd Street
Washington, North Carolina 27889
Phone: (252) 833-0591

# BEAUFORT COUNTY BOARD OF COMMISSIONERS CERTIFIED MINUTES AUTHORIZING ECONOMIC INCENTIVES FOR CleanAire LLC operating as Pamlico Air (the Company)

**Economic Development Grant: Project River Breeze**

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Decision

**Presenter:** Martyn Johnson, Economic Development

**Agenda Title:** OneNC Grant for Project River Breeze

**Summary of Information:** Project River Breeze is an expansion of Pamlico Aire aka Pamlico Air into a new product line. The company currently has plans to locate a facility in Beaufort County, NC rather than Texas based on incentives from the State and local levels.

Funding for the of company is described in the below table:

| Pamlico Air - Project River Breeze | CDBG-BR | OneNC | County Performance Grant | City Performance Grant |
|---|---|---|---|---|
| Years | 2 | 3 | 5 | 5 |
| Total Investment | $1,817,200 | $1,400,000 | $3,050,000 | $3,050,000 |
| Jobs | 33 | 39 | 43 | 43 |
| Wage Rate | $38,008 | $38,077 | $39,651 | $39,651 |
| Incentive | $400,000 | $120,000 | $75,000 | $65,000 |

Under the OneNC grant assumptions Pamlico Aire aka Pamlico Air will invest $600,000 to renovate a leased facility and $800,000 in equipment. After 3 years, the company will employ associated with the OneNC 39 full-time employees paying on average an annual wage of $38,077. The average 2020 Beaufort County wage rate was $38,008. The jobs will include managers, engineers, shift managers, assemblers, and administrative positions.

On behalf of the company, the Beaufort County Board of Commissioners Chair is requested to sign the attached documentation for the $120,000 OneNC grant from the North Carolina Department of Commerce. Through grant documentation and an agreement with the company, Beaufort County will not be liable for repayment of this grant.

The grant will require the company to achieve its capital investment and job creation goals plus other grant obligations to receive the proposed grant funding. The public benefits derived from the proposed OneNC grant will be increases in income tax, sales tax and property tax revenues plus the creation of 39 new jobs in Beaufort County, NC.

**Submitter Recommendations/Motions:** Vote to approve the Beaufort County Board of Commissioners Chair have staff complete then sign the attached documentation for the $120,000 OneNC grant from the North Carolina Department of Commerce.

**Attachments:**
1. OneNC LOcal Government Company Agreements 12-03-20

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ROY COOPER
*Governor*

ANTHONY M. COPELAND
*Secretary*

STEWART DICKINSON
*Director*

December 3, 2020

Mr. Martyn Johnson
Director
Beaufort County Economic Development
705 Page Road
Washington, NC 27889

SUBJECT: One NC Fund Grant – Project No. 2020-26296
Local Government Grant Agreement & Company Performance Agreement
County of Beaufort/CleanAire, LLC d/b/a Pamlico Air

Dear Mr. Johnson:

A copy of the Terms of the One NC Grant, the Local Government Grant Agreement and Company Performance Agreement for the above project are enclosed. The Local Government Grant Agreement and Company Performance Agreement need to be executed by the County Manager, or Commissioner. Return to me by email and keep a set for your file.

When I receive the executed agreements, copies will be sent to the Company. Please note: before funds can be disbursed, all requirements as stated in the Company Performance Agreement must be met.

A copy of the Local Government Disbursement Certification form (Exhibit A) is enclosed. It will need to be completed and returned to me when requesting a disbursement.

The grant is subject to the requirement that the Local Government provide the Department of Commerce a copy of the agreement listing the company governing the local incentive for the Project. **Please submit, along with your executed Company Performance Agreement and Local Government Grant Agreement, a copy of your Local Government Incentive Agreement with CleanAire, LLC d/b/a Pamlico Air and agreements regarding any other North Carolina incentive given.**

Should you have questions regarding the grant funding process please call me at 919-814-4615 or email kstagg@nccommerce.com.

Thank you.

Sincerely,
DocuSigned by:
Kenny Stagg
B3CC772FAA3D45A...
Kenny Stagg

Enclosures

# Terms of One NC Grant

## Local Government: County of Beaufort
## Project Company: CleanAire, LLC d/b/a Pamlico Air
## Grant Amount: $120,000

| | |
|---|---|
| Project Description | Manufacturer of high efficiency air filtration products and related equipment. |
| Facility Location | 720 Page Road; Washington, NC 27889 |
| Grant Period | 3 years beginning September 29, 2020 |
| Grant End Date | September 29, 2023 |
| Target New Jobs (goal) | 39 |
| Target New Investment (goal) | $1,450,000 |
| Required New Jobs (required for full grant) | 35 |
| Required New Investment (required for full grant) | $1,305,000 |
| Average weekly wage for all full-time jobs (Wage Standard) | $731 |
| Retained Jobs, if any | 18 at corporate headquarters |
| Closeout | The earlier of when performance is complete, or the Grant End Date |

## Other Requirements

- Health insurance for all fulltime jobs
- Use grant proceeds for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings, or for new or proposed buildings to be used for manufacturing and industrial operations
- Must provide verification that Project has received all environmental permits
- The grant is subject to the requirement that the Local Government deliver to the Department of Commerce a copy of the agreement with the Company governing the local incentives to be provided for the Project.
- By no later than February 1 following the end of each year during the later of the end of the Grant Performance Period or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the

Grant, the Company will submit a report to the DOC in the form of Exhibit B, documenting the Local Government contribution of eligible matching funds, through the just completed calendar year, and a copy of the Company's fourth calendar quarter performance, ending December 31. In addition, during the Grant Period, the Company shall provide a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30).

## Obligation to Repay Grant

- Failure to provide required health insurance
- Failure to achieve Wage Standard
- Ceasing project operations
- Failure to maintain jobs for the requisite time beyond Closeout (1-2 years depending on Closeout timing)

## Adjustments to Grant at Closeout

- If Closeout occurs on the date three years from the date of the Grant award and the Company has failed to:

    - Create and retain Required New Jobs, or
    - Make statutorily qualifying expenses equal to 100% of the grant, or
    - Make the Required Investment

  the amount of the Grant will be reduced on a pro rata basis to reflect the percentage by which the Company failed to meet its performance goals.

  To the extent the amount of the reduced Grant is *less* than the amount that has been previously disbursed, the Company must reimburse DOC for the difference.

## Obligations beyond Closeout

- If Closeout occurs more than one year prior to the Grant End Date, the Company must maintain **at least 90%** of the New Jobs in place at Closeout for **two years** after the date of Closeout.

- If Closeout occurs less than one year prior to the Grant End Date, the Company must maintain **at least 90%** of the New Jobs in place at Closeout until the date that is the one-year anniversary of the Grant End Date.

- If the Company fails to maintain **at least 90%** of the number of New Jobs in place at Closeout for **the required time period**, the Company must reimburse DOC the entire amount of the Grant.

## Statute and Guidelines Governing Grant

- N.C. Gen. Stat. 143B-437.70 *et seq.*
- Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund.

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# LOCAL GOVERNMENT GRANT AGREEMENT

# THE ONE NORTH CAROLINA FUND

| | |
|---|---|
| **Local Government Name: County of Beaufort** | **Grant No. 2020-26296** |
| **Project Name: CleanAire, LLC d/b/a Pamlico Air** | |

**STATE OF NORTH CAROLINA**

**GRANT AGREEMENT**

**COUNTY OF WAKE**

This Local Government Grant Agreement (the "**LGGA**") is effective the 29th day of September 2020 (the "**Effective Date**") by and between the **County of Beaufort, North Carolina** (hereinafter referred to as the "**Local Government**"), and the **North Carolina Department of Commerce** (hereinafter referred to as "**DOC**");

**WITNESSETH:**

**WHEREAS;** the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

**WHEREAS;** the General Assembly has created the One North Carolina Fund (the "**Program**") to make funding available within North Carolina "to secure commitments for the recruitment, expansion or retention of new or existing businesses"; and

**WHEREAS;** the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

**WHEREAS;** the Local Government has applied for funds in connection with activity to be undertaken by CleanAire, LLC d/b/a Pamlico Air (the "**Company**"), a business that has competitively chosen to locate or expand operations for the following project (the "**Project**") in North Carolina:

> A plant (the "**Facility**") at which the Company will manufacture high efficiency air filtration products and related equipment to be located in or around 720 Page Road in the City of Washington in Beaufort County, North Carolina.

**WHEREAS;** the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the "**Match**"); and

**WHEREAS;** the Local Government's application (the "**Local Government Application**") has been approved by DOC for funding, based on the Local Government's commitments, and the commitments made by the Company in its Program application (the "**Company Application**"); and

**WHEREAS**, the Company has executed an agreement (the "**Company Performance Agreement**" or "**CPA**") with the Local Government reflecting the Company's commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina's economic development, and the terms on which funds will be made available for such activity from the Program.

**NOW THEREFORE,** in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

## I. DOC COMMITMENTS AND GRANT CONDITIONS

(a) DOC agrees to provide Program fund in the maximum amount of One Hundred Twenty Thousand Dollars ($120,000.00) for the Project (the "**Grant**"), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.,* the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the "**Program Guidelines**"), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC.

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the "**Local Government Disbursement Request**"), and a duly executed completed Company's disbursement request and certification in the form of Exhibit A to the CPA (the "**Company Disbursement Request**").

## II. LOCAL GOVERNMENT'S COMMITMENTS

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the "**Local Incentive Agreement**"), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

(c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved,

the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained, and any other required performance criteria are satisfied, and that no Grant funds are disbursed until the performance criteria in the CPA have been met.

(d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.

(e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the "**Secretary**") and not inconsistent with the Secretary's authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.

(f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.

(g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC's prior permission.

(h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.

(i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "Public Records Act"), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.

(j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.

(k) In the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary's authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.

(l) In addition, in the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and

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incur statutorily qualifying expenses, and the Local Government recaptures funds from the Company, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

(m) By not later than January 31 of each year following a calendar year until the full Match has been disbursed to the Company, the Local Government shall submit to the DOC a report detailing Match payments made during the calendar year just ended, together with a cumulative tally of all Match payments made through the end of that calendar year. In addition, the Local Government shall report all other Local Government financial contributions made for the Project. This is required in order to comply with N.C. Gen. Stat. §143B-437.07. Failure to timely file this report will result in ineligibility for Grant payments.

## III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

(e) **This Grant award shall terminate and be null and void on February 5, 2021, if by that date the Local Government has not delivered back to the DOC, an original of this LGGA and of the CPA, duly executed by an authorized official of the Local Government, and attested in the manner provided below, together with a copy of the Local Incentive Agreement.**

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

**North Carolina Department of Commerce**

Date: _____ By: DocuSigned by: Elizabeth Crabill 5A87ADF0B58C46F...

Anthony M. Copeland, Secretary
North Carolina Department of Commerce

*Signature Page Follows*

**County of Beaufort**
**(Local Government)**

Date: _____

By: _____

(Official Seal)

Name:_____
Title:_____
Authorized Official

Date: _____

ATTEST:

_____, Clerk
_____

**EXHIBIT A**
**TO LOCAL GOVERNMENT GRANT AGREEMENT**

**LOCAL GOVERNMENT DISBURSEMENT REQUEST AND CERTIFICATION**

**Project No. 2020-26296**

County of Beaufort (the "**Local Government**") hereby requests a disbursement in the amount of _____ _____ [*spell out dollar amount*] ($_____) from the North Carolina Department of Commerce (the "**DOC**"), pursuant to that certain Company Performance Agreement between the Local Government and CleanAire, LLC d/b/a Pamlico Air (the "**Company**"), dated as of September 29, 2020 (the "**CPA**"), and that certain Local Government Grant Agreement between the Local Government and the DOC, dated as of September 29, 2020 (the "**LGGA**," and, together with the CPA, the "**Agreements**"). All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreements.

The Local Government hereby certifies to the DOC that it:

(i) has provided funds and/or resources for the Project pursuant to the Local Government application to the DOC and the terms of the LGGA, in the amount of _____ ($_____), an amount that is at least equal to the amount of the disbursements that have been requested under the LGGA;

(ii) has provided such funds and/or resources in the following form:_____ _____ _____ _____ _____;

(iii) has attached true and correct copy of documents evidencing its expenditure of the amount specified in (ii) above for the purposes specified above;

(iv) will submit proof of receipt, deposit, and proper disbursement of the disbursed DOC funds, to the DOC, within thirty (30) days;

(v) it is in compliance with all of the terms and conditions of the LGGA, and affirms the representations, warranties, and covenants contained therein; and

(vi) to its best knowledge and belief, the Company's Disbursement Request accompanying this certification is accurate, the Company is eligible to

receive funds from the Grant in the amount specified herein, under the terms of the CPA, and the Local Government is not aware of anything that would make the Company ineligible for these funds.

This certification shall be deemed to be made a part of the LGGA and is incorporated therein and governed by its terms and conditions. Upon execution of this certification, the Local Government accepts its terms, effective on the date indicated above, and further certifies that the official signing below has been duly authorized to execute this certification by the Local Government's governing body, and the agreements and certifications contained herein are legally valid and binding on the Local Government.

County of Beaufort
**(Local Government)**

Date: _____
By: _____
Name: _____
Title: _____
Authorized Official

(Official Seal)

ATTEST:

_____, Clerk
_____

# COMPANY PERFORMANCE AGREEMENT

# THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the "CPA"), effective the 29th day of September, 2020 (the "Effective Date"), by and between CleanAire, LLC d/b/a Pamlico Air, a North Carolina Limited Liability Company authorized to do business (the "Company"), and the County of Beaufort, North Carolina (the "Local Government," and, together with the Company, the "Parties");

WITNESSETH:

WHEREAS, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the "DOC"); and

WHEREAS, a One North Carolina Fund grant award in the amount of One Hundred Twenty Thousand Dollars ($120,000) (the "Grant") has been negotiated and agreed to by DOC and the Parties; and

WHEREAS, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the "LGGA"); and

WHEREAS, the Grant is to be used by the Company toward the goal of creating Thirty Nine (39) new jobs (the "Target New Jobs"), which shall be permanent full-time jobs (each, a "New Job"), and One Million Four Hundred Fifty Thousand Dollars ($1,450,000) (the "Target Investment") in new investment in the State of North Carolina; and

WHEREAS, the Company has represented that the Grant is necessary to enable the investment and job creation by the Company to occur and go forward in North Carolina; and

WHEREAS, the Grant will enable retention of 18 permanent full-time jobs at corporate headquarters in the County of Beaufort (the "Retained Jobs"), which is the total number of positions the Company maintained in North Carolina prior to the Effective Date; and

WHEREAS, the Grant will stimulate economic activity and create new jobs for the citizens of the State of North Carolina; and

WHEREAS, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the "Program Guidelines");

WHEREAS, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

NOW, THEREFORE, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company and the Local Government hereby agree as follows:

1.0 PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

1.1 The Company shall undertake and operate in a timely manner the following project at the following location (the "Project"):

A plant (the "Facility") at which the Company will manufacture high efficiency air filtration products and related equipment to be located in or around 720 Page Road in the City of Washington in Beaufort County, North Carolina.

1.2 The Company shall maintain its current operations at its facilities in North Carolina and a base level of the number of required Retained Jobs in North Carolina, in addition to any New Jobs to be created as part of this CPA.

1.3 The Company shall make good faith efforts to create and maintain the Target New Jobs as part of the Project, as described in the Company's application to DOC (the "Company Application"). The New Jobs must be filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full Grant, the Company must create thirty five (35) New Jobs (the "Required New Jobs") (90% of the Target New Jobs), by September 29, 2023 (the "Grant End Date," which shall be three years from the date on which the Grant was formally awarded) (the period between September 29, 2020 and September 29, 2023, the "Grant Period").

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of the Company or any of its related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Seven Hundred Thirty-One Dollars ($731) per week (the "Wage Standard").

1.5 The Company shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility.

1.6 The Company shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the Project, and must invest at least One Million Three Hundred Five Thousand Dollars ($1,305,000) by the Grant End Date (the "Required Investment") (90% of the Target Investment).

1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) ("Statutorily Qualifying Expenses"). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.

1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

## 2.0 DISBURSEMENT OF GRANT

2.1 Proceeds of the Grant up to a total amount of One Hundred Twenty Thousand Dollars ($120,000) will be disbursed by DOC to the Local Government based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above ("Performance Criteria"). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company must certify its performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the "Company Disbursement Request"), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the "Local Government Disbursement Request"). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:

a. The first fifty percent (50%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 20 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, (iv) invested 100% in Statutorily Qualifying Expenses, (v) created all jobs at the manufacturing plant in Wilson, NC from the One North Carolina fund grant awarded June 20, 2019, (vi) submit CPA prepared financials for the Beaufort County and Wilson County locations and (vii) obtained all required environmental permits.

b. The second fifty percent (50%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained one hundred percent (100%) of the Target New Jobs (i.e., 39 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, (iv) maintained all jobs at the manufacturing plant in Wilson, NC from the One North Carolina fund grant awarded June 20, 2019 and (v) submit CPA prepared financials for the Beaufort County and Wilson County locations.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of Grant funds from DOC, the Local Government will disburse funds to the Company.

Should it become necessary for a job created after the Effective Date to be counted by the Company as a Retained Job for purposes of establishing the base level of jobs required to be maintained by this CPA, that job may not be double-counted as a New Job.

2.2. DOC will close out the Grant on the first to occur of:

(i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.

(ii) The Grant End Date.

("Closeout").

Following Closeout, to the extent any Grant proceeds may be due and upon submission of duly completed Company Disbursement Request and Local Government Disbursement Request, a final Grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

## 3.0 OBLIGATION TO REPAY GRANT

3.1 Failure to Provide Health Insurance. If, at any time during the Grant Period or during the period set forth in Section 5.0, the Company fails to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default of this CPA and will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

3.2 Ceasing Project Operations. If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company substantially ceases operations at the Facility, the Company shall immediately repay all Grant funds previously disbursed in accordance with this CPA.

3.3 Failure to Achieve Wage Standard. If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

3.4 Reserved.

3.5 Other Failures to Comply. The Company may be required to reimburse Grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.

3.6 Recovery of Costs. If the Company fails to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company, including reasonable attorneys' fees.

4.0 ADJUSTMENTS TO GRANT AT CLOSEOUT

4.1 If Closeout occurs on the Grant End Date and the Company has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the Grant shall be reduced to the smallest of the following amounts (the "Adjusted Grant"):

a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$

b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$

c. The amount the Company has spent on Statutorily Qualifying Expenses

4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

5.0 OBLIGATIONS BEYOND CLOSEOUT

5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.

5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one year anniversary following the Grant End Date.

5.3 If the Company fails to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the Company will be in default of this CPA and shall reimburse to DOC the total amount of the Grant funds previously disbursed in accordance with this CPA.

6.0 ADDITIONAL PROVISIONS

6.1 The Company shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify Retained Jobs, and creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting the Retained Jobs and any other position that does not qualify as a New Job) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's NCUI 101, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. The Company shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from affiliates of the Company in North Carolina, even if those employees are included in the NCUI 101. The Company shall certify how many of the employees listed on the NCUI 101 in each month qualify under the definition of Retained Jobs and New Jobs. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of the Company.

6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:

A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).

B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).

6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "Secretary"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the

Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.

6.4 The Company shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the Company agrees that any duly authorized representative of the Local Government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

If the Company fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the Company fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the Grant previously paid.

The Company shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the ("Public Records Act"), the Company shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

The Company has read and understands North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the Company, to the extent that the Company notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.

6.7 The Company acknowledges that none of the North Carolina operations owned by the Company or a related entity or affiliate shall be curtailed as a result of the Project.

6.8 The Company shall perform and abide by all commitments it made in the Company Application, except as otherwise expressly stated herein. The Company affirms its commitments made in the Company Application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to DOC shall be resolved in favor of this CPA.

6.9 The Company indemnifies and holds harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company or any of its agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company's obligations under this Paragraph.

6.10 The representations made by the Company in the Company Application to DOC or as part of the application process are incorporated herein by reference and deemed by the Parties to be material to this CPA. The Company affirms these representations. The Parties agree that any conflict between any representations contained in this CPA and those representations contained in the Company Application to DOC or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.

6.11 The recitals are an integral part of this CPA.

6.12 If the Company has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the Company for more than one year, this CPA may be declared in default and terminated at the direction of DOC.

6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements

from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the Grant to DOC.

6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

6.15 The Parties agree that the State of North Carolina Department of Commerce is a third-party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the Grant.

6.16 The Company shall comply with all applicable federal, state, and local laws and regulations. If the Company fails to comply with any law or regulation applicable to it, the Secretary may, in his sole discretion, terminate the Grant and declare that no future Grant disbursement shall be due and payable and/or require the Company to reimburse DOC all or part of any Grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, Grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company is determined to be in violation, the Grant may be terminated and the Company may be required to reimburse the DOC for all or part of any Grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the Grant.

6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

6.18 The Company is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the Project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.

6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company, any such notice being expressly waived by Company to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's obligation to repay some or all of Grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company.

6.20 This Grant award shall terminate and be null and void on December 4, 2020, if by that date the Company has not delivered back to the DOC this CPA, duly executed by an authorized officer of the Company, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.

IN WITNESS WHEREOF, the Company and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is executed under seal for purposes of any statute of limitations.

Approved and Accepted:

County of Beaufort
(Local Government)

By: _____
Name: _____
Title: _____

(Official Seal)

Date: _____

ATTEST:

_____, Clerk

_____

*Signature page follows*

CleanAire, LLC d/b/a Pamlico Air
(Company)

(Corporate Seal)

By: [signature]
Name: Shawn Windley
Title: President
Authorized Corporate Officer

Date: 12 | 01 | 2020

STATE OF North Carolina
COUNTY OF Beaufort

I, Melissa Davidson a Notary Public of said State and County, do hereby certify that Shawn Windley (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

[signature]
Notary Public Signature

Melissa Davidson
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 1st day of Dec, 2020

(Official Seal or Stamp)

My Commission expires on June 12, 2024

MELISSA DAVIDSON NOTARY PUBLIC BEAUFORT COUNTY, NC

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Discussion

**Presenter:** Anita Radcliffe, Chief Finance Officer

**Agenda Title:** Finance Report

**Summary of Information:** At the request of Commissioner Rebholz, the County Finance Officer will present financial information to the Board of Commissioners.

**Submitter Recommendations/Motions:** Information only.

Beaufort County
Agenda Abstract

**Meeting Date:**

**Agenda Section:** Item for Decision

**Presenter:** Anita Radcliffe, Chief Finance Officer

**Agenda Title:** Pay Plan Implementation

**Summary of Information:** In 2017, Beaufort County contracted with The Maps Group to complete a comprehensive pay study. Included in the project was review of employee job questionnaires, interviews with employees and department managers to assess job responsibilities, and compilation of relevant local salary data. The study produced a recommended classification and pay plan as well as recommended FLSA status which is used to determine if employees are exempt or non-exempt from overtime pay. Study documents produced included the following: organizational charts, an analysis of competitive salary data, allocation of classes to salary grades, a salary schedule, implementation strategies with associated costs, and recommended FLSA status.

Recognizing that many changes have occurred in the three years since the pay plan was originally completed, the Human Resources Manager and The Maps Group have worked together to review and update the cost allocation spreadsheet based on employee changes such as removing terminated employees, adding new employees, and accounting for employees who may have changed positions within the County. Since the implementation options are based on years of service, either in the position or with the County, the calculations were updated to include the additional years of service since 2017. A final calculation was done to compare the greater of a 2% increase or the calculated amount from the pay plan. This assures that all employees receive a minimum of a 2% adjustment in pay, including part-time employees. The cost of the 3 implementation options as well as a brief description of the strategies are as follows.

**Option 1** (Greater of 2% or move employee to probationary step plus 1% increase per yr. of service with County) Cost - $1,684,100

**Option 2** (Greater of 2% or move employee to probationary step plus 1% increase per yr. of service in current position) Cost - $1,417,300

**Option 3** (Greater of 2% or move employee to 2.5 probationary step plus ½% increase per yr. of service in current position) Cost - $852,500

Staff recommends adopting implementation of Option 2 beginning with the first payroll in February 2021 and has identified the $471,177 of necessary funding to pay for the cost for 5 months in FY 20-21 (Feb-June). In addition, adequate growth in sales tax and ad valorem tax receipts exists to fund the full year cost of the recurring expense moving forward.

**Submitter Recommendations/Motions:** Approve Option 2 implementation of the County Pay Plan and approve attached Budget Amendment.

**Beaufort County**
**Finance**

# Budget Amendment Request

**Department:** General Fund & Water Fund **Date of Request:** 1-4-21

**FY Budget:** FY 20-21

| ACCOUNT NO. | TITLE OF ACCOUNT | INCREASE | DECREASE |
|---|---|---|---|
| 10-0150-423100 | Article 39 Sales Tax | 181,365 | |
| 10-0150-423200 | Article 40 Sales Tax | 127,825 | |
| 10-0150-423300 | Article 42 Sales Tax | 103,224 | |
| 10-5330-512100 | Salaries | 8,787 | |
| 10-4380-512100 | Salaries | 13,411 | |
| 10-4325-512100 | Salaries | 9,892 | |
| 10-4110-512800 | Board Salary | 1,095 | |
| 10-4120-512100 | Salaries | 3,107 | |
| 10-4920-512100 | Salaries | 1,441 | |
| 10-4330-512100 | Salaries | 1,167 | |
| 10-4390-512100 | Salaries | 73,975 | |
| 10-4130-512100 | Salaries | 6,961 | |
| 10-5110-512100 | Salaries | 73,412 | |
| 10-4132-512100 | Salaries | 9,196 | |
| 10-4320-512100 | Salaries | 6,569 | |
| 10-4900-512100 | Salaries | 4,209 | |
| 10-4190-512100 | Salaries | 1,827 | |
| 10-4180-512100 | Salaries | 9,645 | |
| 10-4310-512100 | Salaries | 15,895 | |
| 10-5310-512100 | Salaries | 116,744 | |
| 10-4960-512100 | Salaries | 2,326 | |
| 10-4142-512100 | Salaries | 29,423 | |
| 10-4146-512100 | Salaries | 18,362 | |
| 10-5820-512100 | Salaries | 422 | |
| 10-4170-512100 | Salaries | 4,548 | |
| 60-3713-451000 | Water Sales | 58,760 | |
| 60-7130-512100 | Salaries | 58,760 | |

**Department Justification:**

**To appropriate 5 months funding for Option 2 implementation of County Pay Plan.**

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

**County Position No.** _____

**State Position No.** _____

| APPROVAL | SIGNATURE | DATE |
|---|---|---|
| Department Head | | |
| Finance Officer | | |
| | This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| County Manager | Required for interdepartmental transfers. | |
| Board of Commissioners | Agenda Item No. _____ Reference No. _____ | |

| GRADE | CLASSIFICATION | FLSA STATUS | HIRING RATE | MAXIMUM |
|---|---|---|---|---|
| 50 | | | 19,738 | 31,581 |
| 51 | | | 20,626 | 33,002 |
| 52 | Chore Provider | | 21,554 | 34,486 |
| 53 | | | 22,524 | 36,038 |
| 54 | | | 23,538 | 37,661 |
| 55 | Housekeeper | | 24,597 | 39,355 |
| 56 | Animal Shelter Assistant | | 25,704 | 41,126 |
| 57 | Medical Office Assistant<br>Medical Records Assistant III<br>Processing Assistant III | | 26,861 | 42,978 |
| 58 | Practical Nurse I | | 28,070 | 44,912 |
| 59 | Accounting Clerk IV<br>Administrative Support Assistant<br>Deputy Register of Deeds<br>EMT - Basic<br>Medical Records Assistant IV<br>Processing Assistant IV<br>Water Meter Reader | | 29,333 | 46,933 |
| 60 | Customer Service Representative -Land Records<br>Foreign Language Interpreter I<br>Records Specialist<br>Tax Customer Service Representative<br>Utility Customer Service Representative<br>Water Distribution System Mechanic | | 30,653 | 49,045 |
| 61 | Accounting Technician II<br>Administrative Specialist<br>Animal Control Officer<br>Elections Specialist<br>EMT Intermediate<br>Income Maintenance Caseworker I<br>Maintenance Technician<br>Permit Technician<br>Processing Assistant V<br>Telecommunicator | | 32,032 | 51,251 |
| 62 | Finance Technician<br>Senior Tax Customer Service Representative<br>Senior Water Distribution System Mechanic<br>Utility Customer Accounts Specialist<br>Water Treatment Plant Operator | | 33,473 | 53,557 |

| GRADE | CLASSIFICATION | FLSA STATUS | HIRING RATE | MAXIMUM |
|---|---|---|---|---|
| 63 | Accounting Technician III<br>Administrative Assistant I<br>Computing Support Technician II<br>Delinquent Tax Collections Specialist<br>Detention Officer<br>Foreign Language Interpreter II<br>Income Maintenance Caseworker II<br>Tax Revenue Technician<br>Water Quality Technician | | 34,979 | 55,966 |
| 64 | Assistant Register of Deeds<br>Deputy Sheriff<br>Emergency Management Specialist<br>Human Resources Specialist<br>Land Records Specialist<br>Meter Services Supervisor<br>Paramedic<br>Senior Elections Specialist<br>Senior Water Treatment Plant Operator<br>Social Worker I | | 36,553 | 58,485 |
| 65 | Administrative Assistant II<br>Business Personal Property Appraiser<br>Community Employment Case Manager<br>Detention Shift Supervisor<br>District Resource Conservation Specialist<br>Income Maintenance Caseworker III<br>Income Maintenance Investigator II<br>Income Maintenance Supervisor I<br>Medical Laboratory Technician II<br>Public Health Education Specialist<br>Senior Delinquent Collections Specialist<br>Senior Water Quality Technician<br>Tax Customer Service Supervisor<br>Telecommunications Shift Supervisor | | 38,198 | 61,117 |
| 66 | Benefits Coordinator<br>Building Codes Inspector<br>Deputy Sheriff Corporal<br>Deputy Sheriff Investigator<br>Finance Specialist<br>Nutritionist II<br>Sheriff Administrative Services Supervisor<br>Veterans Service Officer | | 39,917 | 63,867 |
| 67 | Administrative Assistant III<br>Detention Administrative Services Officer<br>EMS Shift Supervisor<br>Income Maintenance Supervisor II<br>Paralegal I | | 41,713 | 66,741 |

| GRADE | CLASSIFICATION | FLSA STATUS | HIRING RATE | MAXIMUM |
|---|---|---|---|---|
| | Real Property Appraiser | | | |
| | Resource Conservation Office Manager | | | |
| | Social Worker II | | | |
| | Water Treatment Plant Supervisor | | | |
| 68 | Computer Systems Administrator I | | 43,590 | 69,744 |
| | Deputy Sheriff Sergeant | | | |
| | Distribution System Supervisor | E | | |
| | Nutritionist III | | | |
| | Senior Building Codes Inspector | | | |
| 69 | Assistant Detention Center Administrator | E | 45,552 | 72,883 |
| | Assistant Tax Collector | | | |
| | Land Records Supervisor | | | |
| | Social Worker III | | | |
| | Techology Specialist | | | |
| | Utility Customer Services Supervisor | | | |
| 70 | Administrative Officer II | E | 47,602 | 76,163 |
| | Animal Control Manager | | | |
| | Clerk to the Board/Executive Assistant to the Manager | | | |
| | Computer Systems Administrator II | | | |
| | Emergency Management Coordinator | | | |
| | Environmental Health Specialist | | | |
| | Human Services Planner III | | | |
| | Maintenance Supervisor | | | |
| | Public Health Nurse I | | | |
| | Social Worker IV Investigation Assessment and Treatment | | | |
| | | 0 | | |
| 71 | Deputy Sheriff Division Supervisor | | 49,744 | 79,590 |
| | Elections Director | E | | |
| | Property Valuation Manager | E | | |
| | Purchasing Officer | E | | |
| 72 | Accountant | E | 51,982 | 83,171 |
| | 911 Communications Manager | E | | |
| | Enviornmental Health Program Specialist | | | |
| | Income Maintenance Administrator I | E | | |
| | Public Health Nurse II | E | | |
| 73 | Business Officer I | E | 54,321 | 86,914 |
| | Detention Center Administrator | E | | |
| | Public Health Nurse III | E | | |
| | Risk Management and Safety Officer | E | | |
| | Social Work Supervisor III | E | | |
| 74 | Deputy Sheriff Commander | E | 56,765 | 90,824 |
| | Emergency Medical Services Manager | E | | |
| | Public Health Nursing Supervisor I | E | | |
| | Water System Manager | E | | |

| GRADE | CLASSIFICATION | FLSA STATUS | HIRING RATE | MAXIMUM |
|---|---|---|---|---|
| 75 | Social Work Program Administrator I | E | 59,319 | 94,910 |
| 76 | Accounting Services Manager | E | 61,988 | 99,181 |
| | Environmental Health Supervisor II | E | | |
| | Register of Deeds | E | | |
| | Tax Collector | E | | |
| 77 | Public Health Nursing Director I | E | 64,777 | 103,643 |
| 78 | Chief Deputy Sheriff | E | 67,692 | 108,307 |
| | Human Resources Director | E | | |
| 79 | Attorney I - DSS | E | 70,738 | 113,181 |
| | County Assessor | E | | |
| | Emergency Services Director | E | | |
| | Planning Director | E | | |
| 80 | | | 73,921 | 118,274 |
| 81 | Physician Extender II | E | 77,247 | 123,595 |
| 82 | County Social Services Director | E | 80,723 | 129,157 |
| | Finance Director | E | | |
| | Economic Development Director | E | | |
| | Local Health Director | E | | |
| | Public Works and Utilities Director | E | | |
| 83 | Sheriff | E | 84,356 | 134,970 |
| 84 | | | 88,152 | 141,043 |
| 85 | | | 92,119 | 147,390 |

E = Exempt from the Wage and Hour provisions of the Fair Labor Standards Act (FLSA) under current provisions

* Positions listed in all capital letters are those that are subject to the State Human Resources Acts

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Discussion

**Presenter:** Chairman Frankie Waters

**Agenda Title:** Sheriff Coleman Letter

**Summary of Information:** Chairman Waters would like to discuss the letter he received from Sheriff Coleman that is attached.

**Submitter Recommendations/Motions:** Discussion only.

**Attachments:**

Office of the Sheriff

**Beaufort County**
210 N Market St.
Washington, N.C. 27889

**Ernie Coleman**
**SHERIFF**

Office: 252-946-7111
Fax: 252-946-0993

December 18th, 2020

Frankie Waters
Chairman, Board of County Commissioners
482 Pike Rd.
Pantego NC 27865

Chairman Waters:

I would like to congratulate you on being elected as Chairman. You bring a level of professionalism and experience that will be a breath of fresh air. I feel your demeanor will be a calming influence for the Board and will benefit the Citizens of Beaufort County.

I would also like to take the opportunity to offer some information that hopefully will shed some light on a topic that has been a source of contention between the Office of the Sheriff, the Board of Commissioners, and the Board of Education. The five full time positions that were defunded in this year's budget have caused a substantial amount of strain on our ability to maintain the level of services that we have been providing for the last several years. I really would prefer not to get into what caused the defunding of the positions again, but the reality is that we have been dealing with the aftermath of that decision for over a year now, even as more information on individual stakeholders' agendas and motivations are just recently making its way to the surface.

We have been using School Resource Officers for other law enforcement tasks for as long as I can remember, we just have been using these deputies at times when school is not in session (nights, weekends, and holidays, etc.). When it became clear that we would be held to 102 positions instead of 107 positions we had to formulate a plan to take care of transports, and other law enforcement tasks, that have dramatically increased over the last few years. We decided that the only plan that made sense was to occasionally use a School Resource Officer during times when school would be in session to complete a task. To do so, we would need to amend or withdraw from the Memorandum of Understanding between the Sheriff's Office and the School Board.

The letter that I sent to the Superintendent was simple and accurate. Since the letter was sent, I have had one face-to-face meeting with the Superintendent, and for whatever reason the information has been interpreted several different ways by many different people. While the interpretation that the Superintendent passed onto the School Board was literally acceptable, based on what was written and said, it was certainly not accurate. I never told the Superintendent that I wanted to remove all our School Resource Officers from the Schools. I did tell him that they needed to investigate alternative options for school security. That statement should have been clear and obvious to understand because I have absolutely no say and no vote on how many full time personnel I have each year. That number is set by the Board of Commissioners.

There has been some discussion about the positions that were defunded. Questions have been asked and opinions have been stated. I have been asked if the defunded positions were re-instated if we would re-negotiate another Memorandum of Understanding with Beaufort County Schools. The honest answer to that question is that we can negotiate another MOU once we know the level of funding and positions that we will have going into next year's budget. We need a minimum of 107 positions to maintain the level of services that we had in last year's budget. We have additional needs that can be negotiated during the regular budget process, but the question at hand can be answered by funding us to the level that we had been for two years leading up to 2020-2021.

The County Manager and at least one Commissioner has suggested that we (BCSO, BCS, and BOC) meet to discuss this issue and attempt to come to a solution that works for each entity. My Office is willing to participate in this endeavor. I feel that my Deputies and my Office are the best option available for Beaufort County Schools, and I want my Deputies in our schools. Unfortunately, my opinion is just an opinion without the support by way of funding from the School Board through the Board of Commissioners.

Once again, congratulations on being elected to Chairman of the Board and I look forward to working with you!

Respectfully,

Sheriff Ernie Coleman

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Discussion

**Presenter:** Commissioner Hood Richardson

**Agenda Title:** Brenda Hamilton Investigation Update

**Summary of Information:** Commissioner Richardson has requested an update be given regarding the Brenda Hamilton investigation.

**Submitter Recommendations/Motions:** Information only.

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Discussion

**Presenter:** Commissioner Hood Richardson

**Agenda Title:** Jail Door Repair Report

**Summary of Information:** Commissioner Richardson is requesting an update on the jail repairs from the Public Works Director and the Sheriff.

**Submitter Recommendations/Motions:** Information only.

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Discussion

**Presenter:** Commissioner Hood Richardson

**Agenda Title:** Jail Population Discussion

**Summary of Information:** Commissioner Richardson would like to hold a discussion regarding the jail population.

**Submitter Recommendations/Motions:** Discussion only.

**Attachments:**

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Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Discussion

**Presenter:** Commissioner Hood Richardson

**Agenda Title:** Beaufort County School System Budget Discussion

**Summary of Information:** Commissioner Richardson would like to hold a discussion regarding the Beaufort County school systems federal, state and local budget.

**Submitter Recommendations/Motions:** Discussion only.

**Attachments:**

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Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Discussion

**Presenter:** Commissioner Hood Richardson

**Agenda Title:** Lockdown and Public Policy

**Summary of Information:** Commissioner Richardson would like to have a discussion regarding the lockdown and public policy about the Corona virus.

**Submitter Recommendations/Motions:** Discussion only.

**Attachments:**

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Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Decision

**Presenter:** Commissioner Hood Richardson

**Agenda Title:** Resolution on County Borrowing

**Summary of Information:** Commissioner Richardson would like the Board to consider the following resolution:

## *Resolution on County Borrowing*

**Whereas,** Beaufort County respects Article V, Section 4 of the North Carolina Constitution that prohibits local government borrowing money without adoption of a bond resolution by the citizens authorizing such borrowing; and

**Whereas,** Beaufort County rejects backdoor methods to circumvent the Constitutional restrictions on local government borrowing; and

**Whereas,** a prior Beaufort County Board of Commissioners did seek a backdoor loan going around the State Constitution and for that reason it is essential to set out the policy of the current Board.

**Therefore, Be It Resolved,** that with the exception of those loans specifically described in Article V, Section 4 of the North Carolina Constitution, it is the policy of this Beaufort County Board of Commissioners that any major borrowing by the County shall only be done after it is approved by a bond or other referendum of Beaufort County citizens

**Submitter Recommendations/Motions:** Staff will follow the Boards direction.

**Attachments:**

# Article V, Section 4

**Text of Section 4:**
**Limitation upon the Increase of Local Government Debt**

(1) Regulation of borrowing and debt. The General Assembly shall enact general laws relating to the borrowing of money secured by a pledge of the faith and credit and the contracting of other debts by counties, cities and towns, special districts, and other units, authorities, and agencies of local government.

(2) Authorized purposes; two-thirds limitation. The General Assembly shall have no power to authorize any county, city or town, special district, or other unit of local government to contract debts secured by a pledge of its faith and credit unless approved by a majority of the qualified voters of the unit who vote thereon, except for the following purposes:

(a) to fund or refund a valid existing debt;

(b) to supply an unforeseen deficiency in the revenue;

(c) to borrow in anticipation of the collection of taxes due and payable within the current fiscal year to an amount not exceeding 50 per cent of such taxes;

(d) to suppress riots or insurrections;

(e) to meet emergencies immediately threatening the public health or safety, as conclusively determined in writing by the Governor;

(f) for purposes authorized by general laws uniformly applicable throughout the State, to the extent of two-thirds of the amount by which the unit's outstanding indebtedness shall have been reduced during the next preceding fiscal year.

(3) Gift or loan of credit regulated. No county, city or town, special district, or other unit of local government shall give or lend its credit in aid of any person, association, or corporation, except for public purposes as authorized by general law, and unless approved by a majority of the qualified voters of the unit who vote thereon.

(4) Certain debts barred. No county, city or town, or other unit of local government shall assume or pay any debt or the interest thereon contracted directly or indirectly in aid or support of rebellion or insurrection against the United States.

(5) Definitions. A debt is incurred within the meaning of this Section when a county, city or town, special district, or other unit, authority, or agency of local government borrows money. A pledge of faith and credit within the meaning of this Section is a pledge of the taxing power. A loan of credit within the meaning of this Section occurs when a county, city or town, special district, or other unit, authority, or agency of local government

exchanges its obligations with or in any way guarantees the debts of an individual, association, or private corporation.

(6) Outstanding debt. Except as provided in subsection (4), nothing in this Section shall be construed to invalidate or impair the obligation of any bond, note, or other evidence of indebtedness outstanding or authorized for issue as of July 1, 1973.

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Decision

**Presenter:** Commissioner Randy Walker

**Agenda Title:** Live Streaming Meetings

**Summary of Information:** Commissioner Walker is requesting the Board hold a discussion and consider live streaming the meetings on the County website and social media platforms.

**Submitter Recommendations/Motions:** Staff will follow the Boards direction.

**Attachments:**

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Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Decision

**Presenter:** Commissioner Stan Deatherage

**Agenda Title:** Resolution in Support of Concealed Carry for Beaufort County Employees in Many of Beaufort County Government's Buildings

**Summary of Information:** Commissioner Deatherage would like the Board to consider the attached resolution entitled "Resolution in Support of Concealed Carry for Beaufort County Employees in Many of Beaufort County Government's buildings".

**Submitter Recommendations/Motions:** Staff will follow the Boards direction.

**Attachments:**
1. Concealed Carry Resolution

# *Resolution in Support of Concealed Carry for Beaufort County Employees in Many of Beaufort County Government's Buildings*

**Whereas,** the Beaufort County Commissioners support the Second Amendment of the United State Constitution, and the inherent right of lawful owners of firearms to lawfully carry in Beaufort County, concealed or otherwise; and

**Whereas,** at any moment, one or more of Beaufort County's employees' lives could be placed in great jeopardy by the wrongful, purposeful evil intent of the deranged individual to kill their fellowman; and

**Whereas,** while Beaufort County's government employees will be lawfully permitted to Conceal Carry, Beaufort County's county manager will be further charged to devise additional safety guidelines for said employees, those guidelines to be given final approval by the Beaufort County Commissioners in open session; and

**Whereas,** those government buildings that qualify for our government employees to Conceal Carry are all Beaufort County government buildings, except those government buildings not covered by the Resolution, which are: 1. The Beaufort County Courthouse, 2. The campus of Beaufort County Community College, 3. All campuses within the Beaufort County Schools system; and

**Whereas,** through the accurate prism of perfect hindsight, we have collected data that definitively states that the greatest protection that a lawful gun owner, and those good citizens closest to them, will ever enjoy is the weapon that they carry for the constitutionally protected purpose of their self-defense and the defense of others.

**Let it be unequivocally resolved,** that the Beaufort County Commissioners support and defend the Second Amendment of the Unites States Constitution, and are hereby greatly resolved to allow Concealed Carry privileges for all qualified and approved Beaufort County Government Employees in Many of Beaufort County Government's Buildings.

Adopted this the 4th day of January, 2021

Frankie Waters, Chairman
Beaufort County Board of Commissioner

Kathleen Mosher, CMC, NCCCC
Clerk to the Board

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Item for Decision

**Presenter:** Commissioner Stan Deatherage

**Agenda Title:** Resolution in Support of the General Assembly Initiating a Referendum for a NC Constitutional Amendment Allowing Self Recall by a Simple Majority Vote

**Summary of Information:** Commissioner Deatherage would like the Board to consider the attached resolution entitled "Resolution in Support of the General Assembly Initiating a Referendum for a NC Constitutional Amendment Allowing Self Recall by a Simple Majority Vote".

**Submitter Recommendations/Motions:** Staff will follow the Boards direction.

**Attachments:**
1. General Assembly Self Recall Resolution

# *Resolution in Support of the General Assembly Initiating a Referendum for a NC Constitutional Amendment Allowing Self Recall by a Simple Majority Vote*

**Whereas,** an inestimable year of damage was done to our Constitutional Republic by he politicization of Covid, and to the People and small businesses of North Carolina, who were damaged by the tyranny of bad, unresponsive governing; and

**Whereas,** the Covid induced election of 2020, was a petri dish of employing Authoritarian control to the exclusion legislated general statutes; an ongoing experiment in frightening the People into relaxing their constitutional guard, so that a coordinated effort could exist to sway the General Election of 2020 in favor of the Democratic Socialists seeking their piece of that promised power grab, where free and fair elections were far from their constitutional concerns; and

**Whereas,** the North Carolina Constitution provides for the recalling of the NC general assembly by Article II, Section 11, but makes it too difficult, in a politically charged environment, to bring the general assembly back into session to legislate, and be watchful as is necessary, if, and when, the Executive Branch goes completely rouge in administering elections, irrespective of the North Carolina Constitution and NC general statute regarding election law, as exhibited in the General Election of 2020.

**Therefore, Be It Resolved,** the Beaufort County Commissioners do hereby beg our North Carolina legislators to enact legislation to write a NC constitutional amendment, and set an election for an Addendum to constitutionally change how legislators can recall themselves into session by simple majority vote.

Adopted this the 4th day of January, 2021

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioner

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board

Beaufort County
Agenda Abstract

**Meeting Date: 1/4/2021**

**Agenda Section:** Closed Session

**Presenter:** David Francisco, County Attorney

**Agenda Title:** Closed Session - Attorney/Client Privilege

**Summary of Information:** The Board of Commissioners will go into closed session to receive guidance from the County Attorney regarding the "Sloan" tax valuation case.

They will also be going into closed session under §143-318.11.1 to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes

**Submitter Recommendations/Motions:** Motion to go into Closed Session under NCGS 143-318.11(a)3 to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and under §143-318.11.1 to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes

**Attachments:**

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