The Beaufort County Board of Commissioner met in regular session Monday, January 4, 2021 at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

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

Commissioners Excused

Chairman Frankie Waters

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

Vice-Chairman Langley welcomed everyone and called the meeting to order.

Commissioner Rebholz offered the invocation and Commissioner Walker led the Pledge of Allegiance.

Conflict of Interest Statement

Vice-Chairman Langley 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.

Approval of Agenda

Commissioner Richardson said he would like to add the issue of exercise in the jail to the agenda tonight.

Vice-Chairman Langley asked if that was for discussion.

Commissioner Richardson said for discussion.

Vice-Chairman Langley said we will make that item; it will be the last item under discussion.

Motion: Commissioner Booth motioned to approve the agenda. Commissioner Walker seconded. The vote was unanimous.

Public Comments

No one asked to speak.

Legislative Updates for Elected Officials

No one asked to speak.

NCDOT Safety Project Updates

Mr. Jeff Cabaniss said I work for the Department of Transportation as a project development engineer. He said Mr. Alligood contacted us and said you all had some questions or concerns about two of the safety projects we've been working on. He said there's one that's basically along the front of Beaufort Community College. He said that's one we've been working on since 2018, I think that's when we first brought that to you. He said that one is currently paused because of potential issues that we've had. He said Covid really exacerbated it. He said recently, right before Christmas, some of these safety projects, we've been able to start working on them again so we're, hopefully that will transition into letting us work on this one in the near future. He said that's kind of the indication we got. He said we don't have a timeframe of when we will be able to start working on it again, but the plans are pretty much complete. He said we are in the right-of-way phase. He said there are two parcels that still need to be acquired, or just pieces of the parcel and then once that's complete, we can go into construction. He said that's the first project. He said the second project is a round-a-bout just down the road from that on 264 at the intersection of 32 and that one is also currently paused. He said we only have one parcel for right-of-way on that one so basically, we're waiting on the funding to be freed up so we can go to work on that, acquire the necessary right-of-way and we can go to construction. He said the current date for both of these projects is to "let" in October of 2022 but that could move up if the funding is available or it could slide back but from all indications we wouldn't have to slide that back, it would just be moving it up if possible.

Commissioner Rebholz said do you have an update on the bridge on 17 Business.

Mr. Cabaniss asked the one over the railroad tracks.

Commissioner Rebholz said yes.

Mr. Cabaniss said yes, I have a partial. He said that one is not being developed in the division. He said that's a central project that is being managed. He said it is scheduled for let in March, but we have a meeting on Wednesday. He said there are extensive utility issues out there. He said you can imagine utilities going under the right-of-way and then a bridge as well and we're having to, I've had issues of how to keep utilities active and having to build a bridge at the same time. He said if we can keep it on schedule it will be March but that could slide a month or two depending on what we find out this week.

Mr. Alligood said is that still going to be combined with the swing-span project.

Mr. Cabaniss said yes.

Mr. Alligood said so that will essentially isolate that section of area.

Mr. Cabaniss said the way they're going to write the contract is they won't be able to completely close that section except momentarily with that swing-span. He said I think there will have to be some coordination with fire and rescue on that. He said that's going to be a pretty impressive endeavor. He said I do have some good news for you. He said they say don't bring bad without some good, so I do have some good news for you. He said recently we've had some resurfacing funds able to go forward and we had two projects in Beaufort County, right before Christmas. He said one is 264 right by the intersection of 12th street and it goes from there all the way to 32, close to six miles or so. He said we will actually be grinding up the top 1 ½" of asphalt and putting a new surface back down. He said that one was awarded to Rose Brothers and is available mid-March when our resurfacing cranks back up. He said we haven't had a meeting with them about when they plan to start but it will have to be done mid-March to November, which is paving season. He said the other one is on 17 Business, right here in town. He said it starts at 264 and goes out to 17 by-pass so basically Carolina Avenues 5 lane section and that was awarded to Wooten and that is on the same timeframe, March to November. He said that will be another mill and fill. He said we'll actually be grinding the top layer and putting back new asphalt.

Commissioner Booth said the projects that you're talking about on 264, the turn-about and the one in front of the college, has there been public hearings already for that.

Mr. Cabaniss said yes.

Vice-Chairman Langley said I just have one question for you, and you may or may not be able to answer it. He said the continuation of the 4-lane from Old Ford into Martin County, is there any update on that.

Mr. Cabaniss said that one is managed in the division but it's not in our division. He said that's division 1 but I spoke to my counterpart today and it was just put on the move forward list in November and so they are able to move forward on that. He said the let date is December of next year but that's what they're shooting for right now. He said hopefully about a year from now.

Items for Consent

1. Budget Amendment, DSS
2. Budget Amendment, Health Dept
3. Health Dept Fee Request
4. Surplus, Health Dept
5. Surplus, Register of Deeds
6. Advertise Delinquent Real Property Tax
7. Tax Collector Refunds Over $100
8. Tax Assessor Refunds
9. Fireman Relief Fund Board Appointment
10. Minutes Approval

Commissioner Richardson said I would like to pull minutes from the last meeting just for a vote.

Vice-Chairman Langley said what we will do is we will approve the consent agenda and then we'll deal with the minutes.

Commissioner Richardson said that's fine, it's just for a vote.

Motion: Commissioner Rebholz motioned to approve the consent agenda with the removal of the minutes. Commissioner Walker seconded.

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

See Addendum 1

December 2021 Minutes

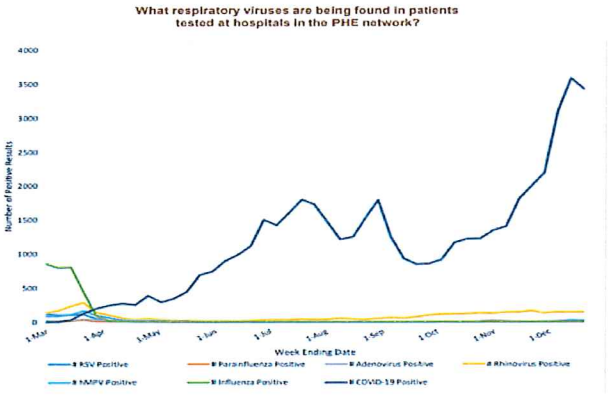
Motion: Commissioner Richardson motioned to approve the minutes. Commissioner Deatherage seconded. The vote was unanimous.

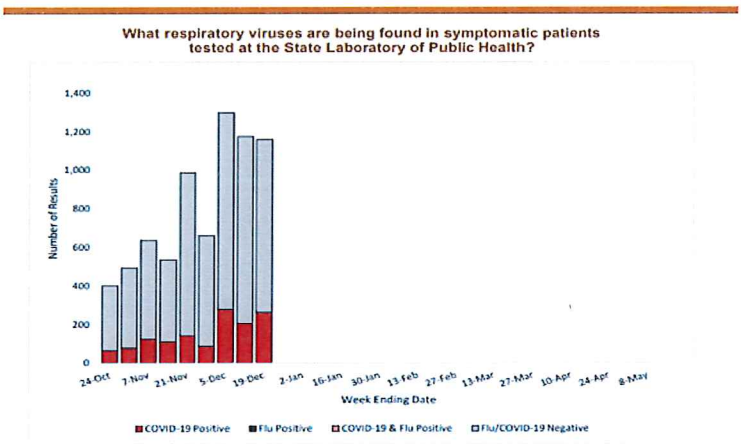
Covid-19 Update

Mr. Jim Madson gave the following update:

Statewide surveillance

Beaufort County Influenza percent positive to date is 4 of 143 test = 2.8%

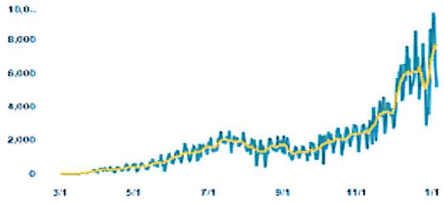




North Carolina Numbers

- 570,111 Confirmed Cases
- 6,941 Deaths
- 3,635 Hospitalized (currently)
- 16.5% Positivity rate (totaled daily)

BEAUFORT COUNTY PUBLIC HEALTH NORTH CAROLINA



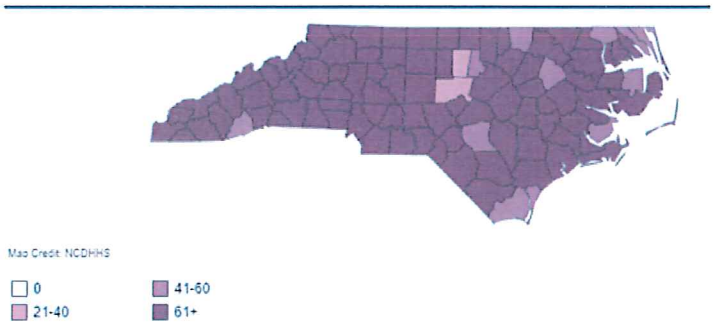
TOTAL CASES North Carolina
570,111
MOLECULAR (PCR) POSITIVE CASES
521,426
ANTIGEN POSITIVE CASES
48,685

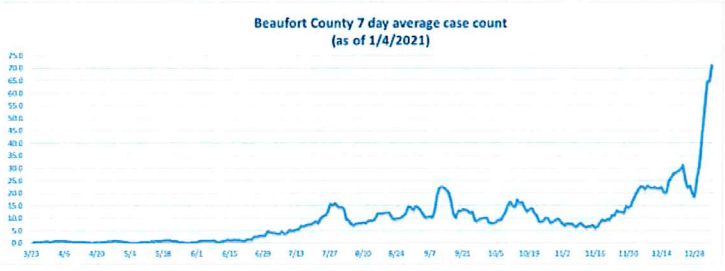
Monday, January 4, 2021		
Tests conducted on Beaufort county residents (to date)	29,287	
Total cases (tested positive)	2,864	
Total hospitalizations that have occurred	111	3.9%
Total Deaths*	63	2.2%
Average age of deaths (years)	79.7	
Known active cases currently in the county	628	
Currently hospitalized	19	3.0%
Currently on a ventilator	2	
Total cases recovered	2,173	75.9%
Outbreaks and Clusters		
Nursing Home	2	
Residential Care Facility	2	
School	-	
Childcare	-	
Deaths* from long term care facilities	31	49%

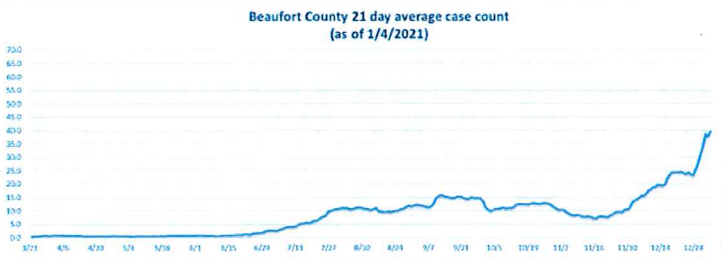
*Deaths reported through this website have been confirmed through a review of the death certificates. This validation process can sometimes take a long time when a resident passes in another County or State. Other sources may report presumptive totals and therefore will vary with those reported here.

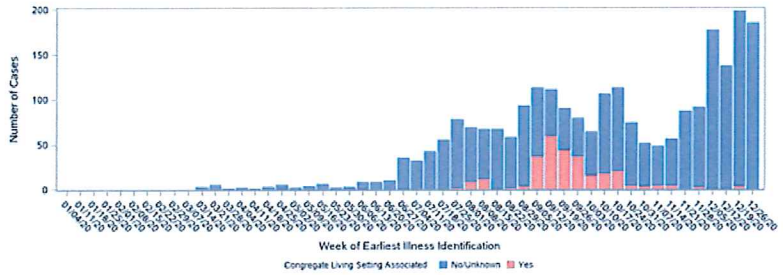
Numbers over the last 14 Days

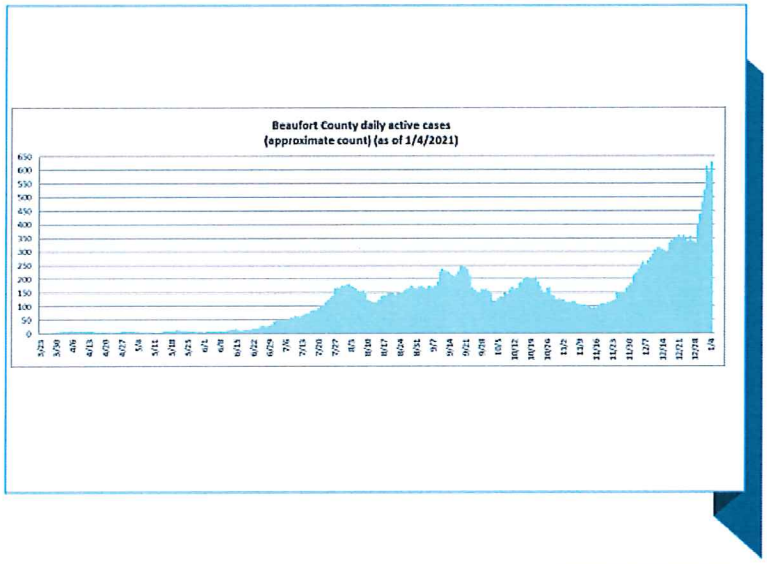
Beaufort County = 120 / 10,000 (562 Cases)

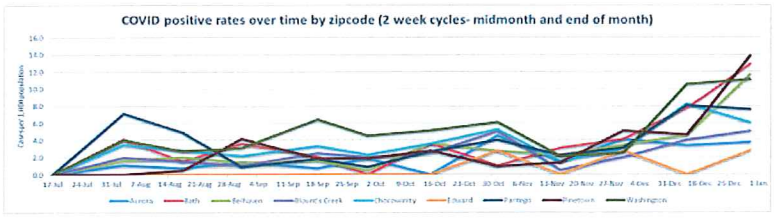




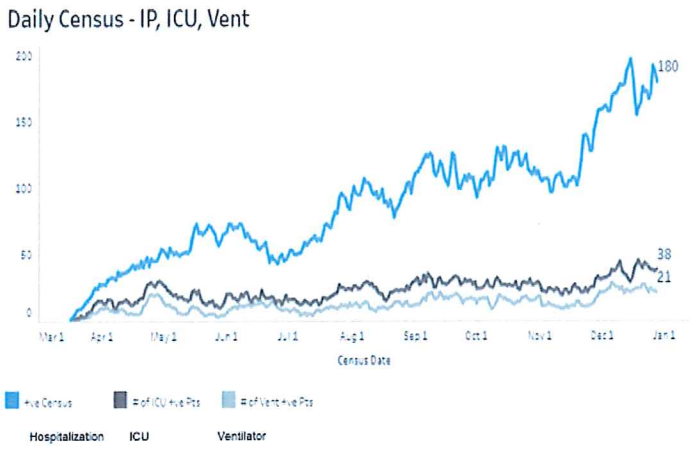


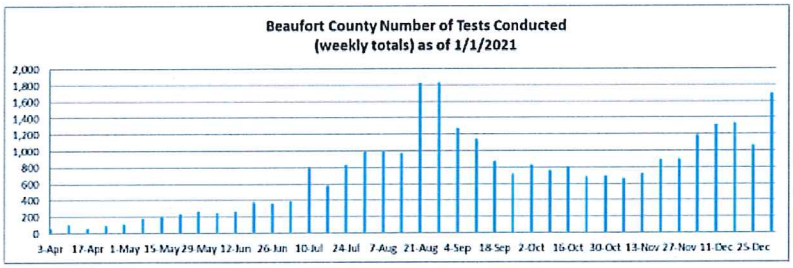

Number of Cases
Week of Earliest Illness Identification
Congregate Living Setting Associated
No/Unknown
Yes

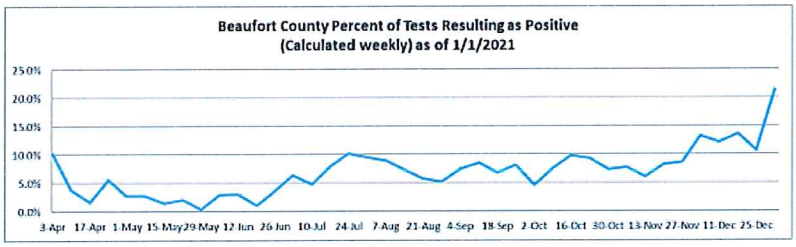

Beaufort County daily active cases
(approximate count) (as of 1/4/2021)


COVID positive rates over time by zipcode (2 week cycles- midmonth and end of month)

Vidant Regional data







Commissioner Rebholz said what is Vidant's capacity.

Mr. Madson said as a whole or for Covid.

Commissioner Rebholz said we keep talking about the hospitals are being stretched. He said are we being stretched.

Mr. Madson said I don't know specifically how much more they can handle but they're getting close to 90% capacity. He said when they talk about capacity, they're talking about the hospital system, but they have contingency plans to open up other locations if they have to. He said I don't know what all of those are, but they have some capacity to expand. He said I don't know that it would include ventilators though.

Commissioner Booth said the numbers that come out every day, do those include actual numbers. He said I have had some people ask me, and I know it was bad information that they got but when we had 112, they said that was rolling numbers. He said they said it came from our health department that it was rolling numbers but the day before that it was 98 or 58 or something like that so each day that we get the numbers those are actual numbers. He said is that correct.

Mr. Madson said those are numbers that we process so we do testing, so that morning we'll come in and we'll see how many from LabCorp how many we got from our tests so all of those get processed. He said then we get a list from Vidant that they send to us of their positives and we process them. He said then we pull down from NCEDS, which is the statewide system, the numbers that they have. He said because many times the same people will be on NCEDS and that's why they go last. He said that's how we process so that's how many people we actually had positive on that day.

Commissioner Booth said I knew that was the answer but I wanted to get it out so the people could hear it for themselves because somebody is telling them that they are rolling numbers.

Mr. Madson said we are not rolling numbers. He said that doesn't mean that those numbers don't roll from other places to us.

Commissioner Booth said they were talking about the day you had 98 and then the next day you had 112. He said they were thinking you only had about 17 more cases but that was the actual number of cases.

Mr. Madson said that was the actual number of cases we had that day.

Commissioner Walker said are your tests pretty active. He said are you keeping up with how many false positives that you have.

Mr. Madson said no sir, we don't have false positives. He said the false positives that we worry about the most are from the rapid tests, but we don't get that information. He said we assume all PCI tests are positive and we assume that rapid tests are presumptive positives. He said if you're symptomatic the rapid test is way more accurate. He said if you're asymptomatic we have a little bit of concern. He said you should follow up a rapid with a PCR for validation.

Commissioner Walker said is loss of taste and smell still the number one symptom.

Mr. Madson said what I can tell you is it may be one of the earliest ones, but I think the respiratory, it can range from like a hay fever feeling all the way up to a cold or flu level. He said of course some people respond very negatively and have acute respiratory disease which is why they get put on a ventilator.

Commissioner Richardson said among the people that have passed, the deaths and morbidity in Beaufort County, all the people, is it still the case that all those people had a sever health symptom to go with the Covid.

Mr. Madson said I would have to say yes, or elder age. He said some of the people over 75 may not have had a co-morbidity but they were over 75.

Commissioner Richardson said so the people that have a co-morbidity or are over 75 are the people that need to take measures to protect themselves.

Mr. Madson said as far as taking protective measures for yourself I would probably use 60. He said but I think everybody needs to, we've had people that were 55, they had co-morbidities but they still need to be protected and of course our goal is also to protect those people with herd immunity which means getting as many people vaccinated as possible.

Commissioner Richardson said so it's still safe to say that the people who are passing have a co-morbidity and that is, the virus itself has not killed anyone, it has contributed with co-morbidities.

Mr. Madson said the premise of what you're saying is correct so yes, it's older people that have co-morbidity that seem to succumb to the virus.

Commissioner Booth said on those death certificates does it say heart attack or does it say Covid-19.

Mr. Madson said it might say both. He said if it says Covid-19 as the cause of death than I use it as a case.

Other Information

- Testing
- Notification and Contact Tracing
- Vaccine planning continues



Test Sites

- Workdays – 9AM to 12PM at the Health Department
- Mondays – 11AM to 5PM at Fresh Anointing Church in Aurora
- Wednesdays – 11PM to 5PM at the Wilkerson Center in Belhaven
- Fridays – Spring Garden Missionary Baptist Church in Washington

Other Information

- Testing
- Notification and Contact Tracing
- Vaccine planning continues



Vaccination Phases





1B.1

- ~ 2,000 in this category
- Caring for Patients with or might have COVID-19.
- Work in areas that Patients have high possibility of carrying COVID-19.
- Handling people who have died of COVID-19.
- Will be vaccinating other Phases.

Monday, January 4, 2021	
COVID -19 Vaccines given to Beaufort County Residents	506
Given by Health Department	282
Given by Partners and other Counties	224



1B.1 • Anyone 75 years and older

1B.2 • HCW and Frontline Essential Workers age 50 and older

1B.3 • HCW and Frontline Essential Workers under age 50



2.1 • Anyone 65 - 74 years and older

2.2 • Age 16-64 with high-risk medical conditions

2.3 • Incarcerated/homeless and not vaccinated above

2.4 • Essential workers not already vaccinated above



3 • Students K-12 and College not vaccinated above

4 • All Else not vaccinated above

Commissioner Deatherage said it seems rather specific through 1 and a little bit for 2 and then the specifics start falling away, yet my logical mind tells me that's a lot of folks under 2, 3, and 4. He said is this going to be a mad rush to see who gets it next.

Mr. Madson said it's not going to be a mad rush; it's going to be a systematic rush. He said we'll have everything in place, we're going to try and make this as orderly as possible. He said I must say I'm not going to have to do this alone at the Health Department. He said providers, your medical providers are also going to be signing on and receiving the vaccine. He said CVS, I'm sure Walmart, Walgreens, O'Neil's, they're going to end up being providers as well. He said they'll be able to vaccinate as well as us. He said they'll probably do theirs by appointments and call their clients to come in and we're going to be there, moving ahead, planning, and praying they get done in other places rather than choosing to come to the Health Department.

Commissioner Deatherage said for verification for the public, will you guys be doing vaccinations through 2 or at least part of 2.

Mr. Madson said we'll be doing them through all 4. He said I'm not sure what it's going to look like when we get to 4 but we'll be doing them.

Commissioner Deatherage said but through 2, especially.

Mr. Madson said 1 and 2. He said providers aren't receiving any vaccinations, I don't think, at least until the end of the month.



1B.1 • Anyone 75 years and older

- ~ 6,000 BC residents in this category
- January 11th – Start date
- Setting up at BCCC and SSHS
- Appointments
- Still very limited doses

Commissioner Walker said how are you and your staff holding up.

Mr. Madson said you see that picture right there, that's the Health Department on a Saturday morning. He said look at all the staff working to try and get those numbers in so we're cranking. He said it's been hard operating just the testing and the contact tracing but now they're going to add on the vaccinations so it's trying. He said we're very fortunate that we have the people that can also help us from the EOC and other people. He said I'm glad you asked because they're really cranking it out. He said as a matter of fact I was talking to myself, and I didn't want to tell you all a long story because I know you've got a long meeting but I used to work at Wendy's when I was in College. He said I learned a lot. He said I learned how to count money, how to be nice to people, how to prepare for how many hamburgers to put down at a time but then they always, you heard the word bus and

everybody came out and got ready and cranked out those buses on Friday night. He said we've been doing the busload of work for about 6 months now.

Commissioner Walker said please thank everybody for us.

Commissioner Deatherage said when you speak of "they" are you talking about the North Carolina Department of Health or Just North Carolina Executive branch.

Mr. Madson said are you talking about who is sending the vaccine.

Commissioner Deatherage said yes, are they the ones that are acquiring the vaccines for the state.

Mr. Madson said the federal government gives it to the state DHHS and then DHHS allocates it based off their matrix.

Commissioner Deatherage said do you see any hold up there at DHHS.

Mr. Madson said no, I think they're pretty good about getting it out. He said I think they've been pretty good about passing out the vaccine.

Commissioner Deatherage said there's been some reports that there's roughly 12 million and only 3 million doses have been given out nationwide and then there's a lag period there and I was wondering if we were suffering from any administrative snafus.

Mr. Madson said not that I'm aware of. He said we get ours directly from McKesson, who is a contractor of Moderna. He said it doesn't even go to the state and then come to us, it comes straight from the distributor to us. He said it's based off of what they told them we could get.

Mr. Alligood said to clarify for the Board, the reason you're talking about Beaufort Community College and Southside High School is so that you have a large parking area because your intent is to keep people in their vehicles and work through the vehicles and allow those ques to stack up.

Mr. Madson said exactly. He said we don't want people to get out of their cars. He said we want to keep them in their cars so that when they drive up, we've got plenty of space and they don't have to do that. He said then, we also need an area to put them for about 15 minutes after they get the shot just in case they want to stay in case they have an allergic reaction to it. He said I would say if the weather gets bad, if it's a mild rain we will deal with that but if it's a really bad storm coming then we'll probably have to cancel it due to inclement weather.

Mr. Francisco said one of the things the Board, one of the things they are to discuss tonight is the lockdown and public policy. He said my question is, are we, do you have an opinion or recommendation to make about whether things ought to be about the way they are or do we need to be changing it in one direction or another, if you follow what I'm saying.

Mr. Madson said I feel like the tools are out there for people to follow the guidelines. He said I think that's all that is necessary as far as wearing a mask, physical distance from one another and washing hands. He said I think a lot of what we're seeing is people who got together for the holidays and the increase risk is by getting with a bunch of people, especially family members who tend to let their guard down when they get around each other. He said I'm not one to advocate people not seeing their loved ones so it's a hard question to ask. He said I think it's out there how people can protect themselves, so I don't necessarily think we need to lock down anything. He said is that what you're asking.

Mr. Francisco said would you favor loosening up the requirements or keeping them about where they are or making them more stringent.

Mr. Madson said I believe we ought to keep them where they are right now.

Mr. Francisco said and not change them.

Mr. Madson said my opinion is that the more that we follow the guidelines, the better off we're going to be so I'm happy with where we are as far as the policy and procedures.

Commissioner Richardson said tacking onto the question the attorney asked, there's a lot of misinformation out there about this. He said this is a virus, ultimately, it's going to run through the whole population one way or another as a disease or people who are inoculated against it. He said until it does that everybody is at risk and the whole system is going to fail to function properly. He said I've seen in the newspaper quotes from very important public officials that say we have to have a lockdown to stop the virus. He said that is the biggest untruth out there. He said you're not going to stop the virus with a lockdown. He said you can control the virus, you can slow the virus down but until enough people get this or the longer you hold off enough people getting this or getting the vaccine the more you're going to go broke and I'm saying something that I intended to say later on in my part of the discussion on what he's talking about, and I'll probably say it again, the longer we keep this lockdown going the more people we are destroying. He said I think the people we've seen here tonight, the people that are at risk are the people with a co-morbidity or are aged, above a certain age. He said those are the people that need protection. He said the idea of locking everybody down and keeping everybody locked down was a political decision to destroy a president. He said that's over with. He said it's time to get on with getting society back to where it's supposed to be and get out of the lockdown mania but advising people who are at risk to protect themselves and yes Mr. Madson, I believe you do have within your, and tell me if I'm wrong, within your bag of tricks you can quarantine people for up to 30 days and you can quarantine them again if they need it. He said Health Directors have a lot of discretion in controlling this and I feel for Mr. Madson and having to answer a question like this because it is somewhat of a political question and he is a technical person, if you will, as opposed to a political person. He said I'm a political person. He said this is destroying our country, we have to get of the false representations that are made by the press that we can control this and cure this with lockdowns. He said that is simply not true.

Mr. Madson said to be honest with you I think that's part of my hesitation in giving a clear answer. He said because to me a lockdown might be different than what others call a lockdown and to me, I'm implementing measures, I'm recommending measures to save people that have to prevent themselves from contracting the Covid virus. He said so when I'm thinking of these things, I'm thinking of these are implementations you could do or should do. He said I do have quarantine ability but that's for an individual person or a facility and that's what we do. He said when you are positive you sign a piece of paper that recognizes you're on isolation and then if you're a contact you we tell you to be on quarantine so we are making those implementations but I don't use the word locking them down. He said to me, a lot of it is the decisions people make based off of more than just public health. He said you also have economic issues and social issues so it's very hard for me to say yes, you should be doing this. He said from a public health perspective the more we keep people away from each other the better off we are. He said that's where my sentences kind of go.

Commissioner Deatherage said to go along with what the director is saying. He said it's very important that we all understand, and the public understands that the only lockdown measures that can be enforced are general statute lockdowns, which there are none at this point. He said we, here locally, can create ordinances and ask that they be enforced and then we have to get the Sheriff and I guess for the City get their police department to enforce these measures. He said but we're not doing that, and I can't imagine us enforcing any kind of ordinance to hinder an economy in Beaufort County that is fledgling, at best, for a lot of folks. He said there's a lot of folks that will not be coming out of this. He said even I have a small government job; the rest of you guys have a small government job and we're going to get paid. He said these people aren't getting paid and they're hurting really bad and there's not going to be enough government money to keep them going. He said this year coming up is going to be a tough year if the economy doesn't turn around. He said I appreciate your opinion and your wise discourse.

Vice-Chairman Langley said thank you Mr. Madson, thank you for all you do and all that your staff does.

Advertise and Fill One Position, Register of Deeds

Ms. Jennifer Whitehurst said I'm here tonight to ask for the ability to advertise and fill for a Deputy Register of Deeds position that has recently become vacant in my office. She said the Register of Deeds office has always had five employees, including the Register and it works very well to have that number because we do a lot of checks and balances and a rotation of jobs. She said all employees are cross trained to do all things and I need your permission to fill that position.

Motion: Commissioner Booth motioned to approve advertising and filling the Deputy Register of Deeds position. Commissioner Rebholz seconded. The vote was unanimous.

Settlement of Property Tax Case

Mr. Lloyd Salter said up first is the tax settlement case, the PTC Case with Ms. Anita Jones. He said the County has an agreement with Ms. Jones, or we've discussed an agreement with Ms. Jones regarding her property. He said here's a little bit of information about it. He said it's 121 East 2nd Street. He said essentially the Board affirmed at one time a value of $806,537. He said I'm proposing, and she's accepted, a 6.67% decrease down to a value of $752,700 for equalization. He said it's an apartment building, an old house and its actually a, she's provided some buildings that this puts it more in equity with.

Motion: Commissioner Richardson motioned that we approve the offer of $752,700. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 2

Permission to Advertise and Fill Position, Tax Assessor

Mr. Salter said my next piece is actually permission to advertise and fill a position. He said this is actually been previously mentioned I believe but this is the Assistant Assessor position. He said there is not a current occupant, but the prior occupant has retired just real recently, as of last week. He said so this will be the #2 in the department. He said as of this moment it designed to be, kind of oversees personal property, day-to-day listing and auditing of that department, personal property with the County and again that would be kind of my #2 as well and I'm looking for permission to hire that position.

Commissioner Booth said this is a budgeted position.

Mr. Salter said yes sir, that was the position where the lady just retired so it is an existing position.

Motion: Commissioner Booth motioned to approve advertising and hiring for the vacated position at the Tax Assessors office. Commissioner Richardson seconded. The vote was unanimous.

Blount's Creek Fire Department Firetruck Lease

Mr. Carnie Hedgepeth said I have two items for you tonight. He said the first one is approval, not necessarily approval. He said Blount's Creek Fire Department is entering into a lease for a fire apparatus. He said in that lease

purchase there was a document provided to the County for the Chairman of the Board to sign and it specifically stated, if you look at the third paragraph of that agreement it says "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 the County has no objection to this transaction." He said in order to make sure there are no objections it needs to come before the entire Board, so I just ask now that there is no disapproval.

Commissioner Richardson said these things have come before us before and we've had a lot more information than this. He said for instance, who are we buying this from, how much does it cost, how much is the interest rate, what are the terms, who the salespeople are, did you get bids and what are they. He said on and on this thing goes and I can't vote for a blank check.

Mr. Hedgepeth said I want to make things clear. He said we're not purchasing anything. He said this is Blount's Creek Fire Department and their budget and I know we provide tax funds that go back to them but through their agreement, I do have another document that they asked, it really doesn't go to us, it goes to legal but I still don't think it has the information that you're asking for.

Commissioner Richardson said I think you need to bring the information that we need back because what's being asked for is a blank check. He said there's been accusations in the past on purchases and I want to avoid those accusations. He said this is not a situation where all you have to do is sign this. He said the County has some liability here or else we wouldn't have to sign this so I want to know how much money we're spending, what we're buying, how long we're going to be paying, what the interest rate is, on and on, I want to know all that financial stuff and the three bids.

Commissioner Booth said question, this is, is Blount's Creek Fire Department making this purchase.

Mr. Hedgepeth said yes sir.

Commissioner Booth said they're not asking the County to give them any money.

Mr. Hedgepeth said no sir, not specifically.

Commissioner Booth said I know they use the tax revenue.

Mr. Hedgepeth said yes.

Commissioner Rebholz said if other agencies out there, like Chocowinity, buys a piece of equipment it doesn't come before us unless it's got this clause there.

Mr. Hedgepeth said it depends on the way it goes about getting the financing. He said with this specific company that they've used for lease, it is in that companies policy that hey get this done to make sure that, they have found it needful that the County Commissioners don't have an objection to the non-profit contracted with them purchasing a piece of equipment. He said so it's not necessarily, it doesn't happen on every occasion by any means. He said this agreement is for this finance or lease company specifically. He said but there are others that do require it. He said we've had other purchases within the county in the last where nothing has come before the Board. He said they've been able to secure their finances or purchase their apparatus without that.

Mr. Alligood said the big meat of this is in the second paragraph. He said they're making sure, essentially, that they are in a tax district, that they're receiving tax money, that they are in compliance with their contract. He said I think the finance company just wants to make sure that you're not going to pull the rug out from underneath them and they're going to be stuck with the financing.

Commissioner Richardson said in the past, and I've been here a while, I've had complaints about these kinds of purchases, about irregularities of these kinds of purchases and there's tax money involved in this. He said see all

these guys sitting around here, we're elected to protect the publics tax money. He said we have a fiduciary responsibility and I really don't think we should let other fire departments, since there's tax money in it, go out and cut deals because we have found out some pretty fantastic things in the past like a chief had $250,000 in his personal account because he didn't know what to do with it. He said so you find out some amazing things and we have a responsibility here. He said while these people, this thing may look like a simple document to sign, when the lawsuit comes guess who's going to be named in it if we sign this. He said we're going to be named in it to, so I think that we're entitled to this information in order for us to give our approval.

Motion: Commissioner Booth motioned to approve. Vice-Chairman Langley seconded.

Mr. Alligood said I would defer to the County attorney on this but just to be clear, I do not believe that private non-profits, even though they are receiving county tax dollars, are required to follow the purchasing guidelines that we, as a substate organization are required to follow. He said they don't necessarily have to get three bids, they can negotiate because they are a private non-profit, they are not a government entity. He said that is my understanding, but I will defer to the county attorney if he has a different opinion.

Commissioner Richardson said while you may want to say that there's a reason that these people want us to sign this. He said there's something unusual about the financing method here. He said there's all kinds of financing schemes out there. He said we don't know what the financing scheme is on this. He said we have an obligation to all of the people of Beaufort County, in addition to the people in the Blount's Creek area to make sure they're not being taken. He said they don't want us to sign this for nothing. He said if they wanted to sign this for nothing you wouldn't be here. He said we have an obligation and a responsibility, and we need to carry out our responsibility for the public. He said it's a simple request, it's not a difficult request. He said the fact that people are resisting makes me believe there's something here that's funny.

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

No action taken due to a tie vote.

Commissioner Richardson said bring us the information.

Mr. Hedgepeth said would you mind repeating the information that you would like.

Commissioner Richardson said it's the financing information. He said it's the agreement that they are signing which will give the interest rate, the principal amount, the terms of payment, the length they will be paying, what they're buying and I would like to see some bids because in the past there are plenty of accusations that good buddy went and bought from good buddy. He said so I want to see some comparable bids.

Mr. Alligood said with all due respect, how about we get out of the middle of this and we have the chief from the fire department come and make a presentation to the Board. He said that way we're not in the middle of it.

Commissioner Richardson said that's a scheme, wait a minute, let me finish. He said that's a scheme because when four or five people walk in here from the fire department all these people are going to do is approve it. He said all I'm asking for is some factual financial information, some hard information. He said there's nothing unusual about my request. He said now if you want to be stormed by the public coming in here and seeing an elected body wilt and go ahead and say you guys can do this because you all are mad at us that's a political stunt Mr. Manager and I'm not biting.

Commissioner Booth said Commissioner Richardson I hate to tell you but I'm not going to change my vote even if 5,000 people come in. He said I'm not going to wilt.

Commissioner Richardson said you can say that, and I don't know if it means anything or not but it's a political statement.

Commissioner Booth said then why did I make the motion.

Commissioner Richardson said bring me the information. He said don't bring me a bunch of people that are going to be mad at me because I'm not going to let them do what they want to do. He said this is a business deal and that's all it is. He said why are you resisting common sense.

Mr. Hedgepeth said I'm not resisting anything, I'm presenting but I do see value in a representative coming if there is further questions other than what you've asked me to bring, for them to be able to answer those questions.

Mr. Alligood said I was just going to reiterate that otherwise we're back and forth. He said the chief of the department is the one in charge of that, he has the information and he can bring it all and then if you have questions for him then you can ask him that instead of saying well you didn't bring me what I needed so we have to go back and bring you in again. He said you bring the person who's in charge to the table and you ask them the question. He said it's just like you ask the superintendent to come, you ask other people to come and speak to you about things. He said have the chief of the department come and speak to you and tell him what you need and don't put us in the middle of it.

Commissioner Richardson said that's fine provided he sends the information and it's in the agenda book but I don't do this deal where he walks in and throughs it on the table and says approve it, I brought you what you wanted. He said nobody has time to study it, nobody has time to read it, nobody has time to understand it. He said so yeah, as long as I get it in my agenda book you can send 100 people in here.

Vice-Chairman Langley said just invite him to come. He said the other thing is we don't have to worry about a whole lot of people coming because our attendance is restricted so just make sure he gets the information to us prior to the meeting so everyone would have it and we should be fine.

Mr. Hedgepeth said I will take care of that request and make sure it is on the agenda.

Commissioner Rebholz said can you ask us to get it to us soon and email it to us and also ask if there is some sense of urgency on this.

Mr. Hedgepeth said I don't have dates associated with this. He said I am a little concerned what 30 days is going to do for them, but we'll go through that process.

Commissioner Rebholz said well if you could find out let us know if there's some other thing that's being hung up here.

See Addendum 3

Budget Amendment, Emergency Services

Mr. Hedgepeth said the second item I have before you is a request for a budget amendment. He said Emergency Services has received several grants in the past several years. He said a Homeland Security grant and also a Duke Energy Grant. He said there were two grants specifically, one being a Homeland Security grant that was for dive suits, specifically for Sidney Dive Team. He said we were able to purchase those suits. He said what happened

was they had suits, a new version of the suits came out and it left $630 of funds in there because we renegotiated a new contract on those suits. He said the second grant, the Duke Energy Grant was for water rescue equipment. He said half of that equipment was purchased. He said the second half was to be portable, inflatable Kodiaks and then Covid came in on both of those. He said it slowed the correspondence and the inability to get the two Kodiaks. He said so those funds, when the fiscal budget ended last year they were transferred into the general budget but they are associated with grants so as you see the budget amendment for a total of $6,865 to be moved from the general fund back in for those specific grants so they can be completed and closed out.

Motion: Commissioner Rebholz motioned to approve the budget amendment. Commissioner Walker seconded. The vote was unanimous.

See Addendum 4

Performance Grant to the EDPNC Project River Breeze

Mr. Martyn Johnson said I have two economic development grants for your approval in terms of having the chairman sign the actual paperwork. He said the first one is a performance grant and this is a grant between Beaufort County and Project Riverbreeze, which is also known as Pamlico Aire, with an "e" and also Pamlico Air, without an "e", which is a company establishing a manufacturing plant in Beaufort County. He said as you know from previous discussions this is an expansion of their operations into a new product line, specifically hepa filters. He said they have plans right now to locate in Beaufort County rather than Texas based on incentives provided by the State and local levels. He said there is a chart in your abstract that shows the various grants that this company has been awarded based on different timeframes, different job investments and different numbers. He said the one we're concerned with tonight is the County performance grant which is based on an investment of $3,050,000 over a five-year time period with an average wage of $39,651. He said the actual county wage rate is $38,008 for 2020 and these jobs would be for engineers, shift managers, assemblers, and administrative positions. He said working through the math of it all, the grant is proposed, as you passed previously, for $75,000 and the grant will only be paid after all taxes and other issues resolve with the County, nothing can go unpaid and also if the jobs are created. He said the period for this grant is five years and the period for holding the jobs is five years plus one. He said the performance grant would be returned to the County, proportional to the number of jobs not created. He said so tonight I'm asking you to vote to allow the Chair to, with staff, to sign the attached grant documentation for $75,000 based on the company creating 43 jobs and $3,050,000. He said in the information you did receive there were a couple of typos in terms of the year. He said I do apologize for that. He said they should've read 2021, not 2020. He said we've been working on this grant since April, we did not expect the year to change, and the number of jobs, as I said, is 43 and the wage rate is $39,651.

Commissioner Booth said this is an expansion, is that correct.

Mr. Johnson said this is an expansion of one company, yes.

Commissioner Booth said how many employees do they have now.

Mr. Johnson said in Beaufort County they have about 15 in their headquarters here. He said in Wilson they have about another 50 and then they have another 100 in Texas.

Commissioner Booth said are they going to move any of those employees here.

Mr. Johnson said no, this is a brand-new operation, and this is a brand-new product. He said this will be unique to Beaufort County, which actually helps the product because the equipment they will be using will be here so they will have to make the filters here.

Commissioner Booth said so the company, right now, doesn't have any employees in Beaufort County.

Mr. Johnson said they have the headquarters here.

Commissioner Booth said do those 15 count.

Mr. Johnson said those 15, in this whole grant process will be retained.

Commissioner Booth said so it won't really be 43.

Mr. Johnson said it's 43 new jobs but the 15 will have to be retained so total it will be 58.

Mr. Alligood said so for clarification for the Board, this company has its headquarters here. He said it does not have a manufacturing operation here yet. He said this would put a manufacturing operation in Beaufort County.

Motion: Commissioner Rebholz motioned to approve the Chairman signing the grant documentation. Commissioner Booth seconded. The vote was unanimous.

See Addendum 5

OneNC Grant for Project River Breeze

Mr. Johnson said the next grant is for the same company and it is for the Chairman to be allowed to sign the OneNC Grant for Project Riverbreeze, Pamlico Air. He said this is the same company I just talked about. He said in this case, however, the OneNC assumptions is that Pamlico Air will invest $600,000 to renovate a building and then $850,000 in equipment. He said this would be over a three-year period and the average wage here would be $38,012, which is above the County wage rate of $38,008. He said so very similar project. He said again, the grant will require the company to achieve its capital investment and job creation goals as well as some other details within the OneNC grant, such as having 50% healthcare coverage for its employees. He said the public benefits derived from the proposed OneNC grant is an increase in taxes, income taxes, increase in sales tax and property taxes. He said plus the increase int his case is 39 jobs in Beaufort County so again I would request the Commissioners vote to allow the Chair to sign this grant.

Commissioner Richardson said I have a question. He said the money, the grant money, is it going to flow through Beaufort County Government.

Mr. Johnson said yes.

Commissioner Richardson said so we have some liability with this.

Mr. Johnson said basically the money flows through the County but only after they've created the jobs and only after they have, well, in 25% increments.

Commissioner Richardson said so this is not an upfront grant.

Mr. Johnson said no.

Commissioner Rebholz said they're leasing this building.

Mr. Johnson said it's the industry ready building so yes.

Commissioner Rebholz said so they're not buying it.

Mr. Johnson said they're not buying it at the moment.

Commissioner Rebholz said okay, so one of the provisions was that they had to pay the taxes. He said who's actually paying the taxes on that building.

Mr. Johnson said the taxes are being paid on the Committee of 100 building would be paid by the Committee of 100 but obviously through the lease amount they pay it.

Commissioner Rebholz said so they're paying them indirectly.

Mr. Johnson said in the performance grant, that amount of money, that investment is subtracted so we're not talking about what currently exists.

Commissioner Rebholz said so the increase in tax revenue would come from what, the equipment.

Mr. Johnson said the new equipment and then also the renovation of the building and also, they are talking about expanding the building.

Commissioner Rebholz said one last comment. He said I was in Lowe's the other day buying air filters and Pamlico Air is in Lowes right now and they had stacks and pallets of their product there.

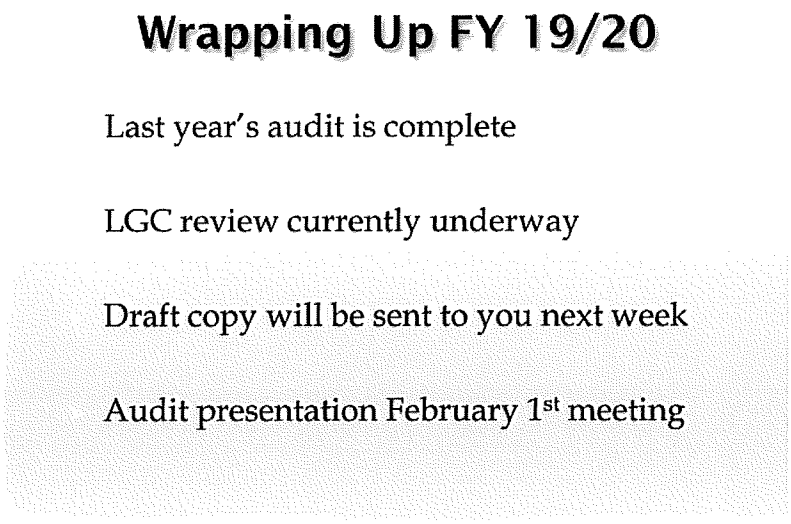
Mr. Johnson said they are competitive.

Motion: Commissioner Booth motioned to approve allowing the Chair to sign the documents supporting this grant. Commissioner Walker seconded. The vote as unanimous.

See Addendum 6

Finance Report

Mr. Alligood gave the following monthly financial report to the Board.



Wrapping Up FY 19/20

Total General FB at 6-30-20 - $24,804,015 (increase of $3,768,458)

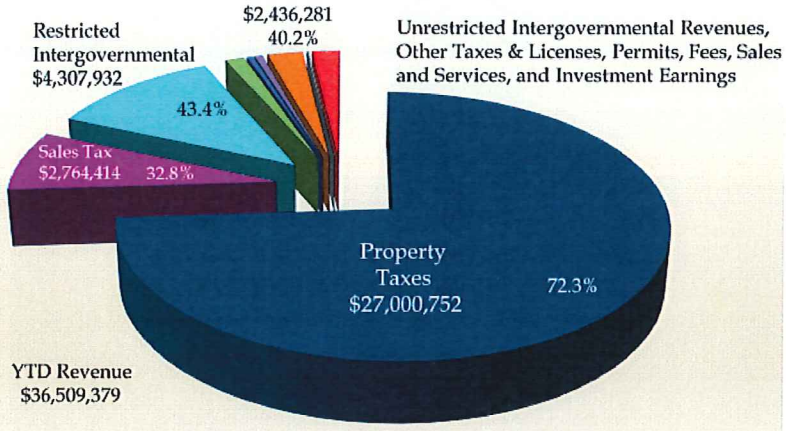
Total General FB	$24,804,015
Less: Restricted/Committed	(4,340,459)
Unassigned/Available FB	$20,436,556

Available FB 34.8% of expenditures ($58,759,368)

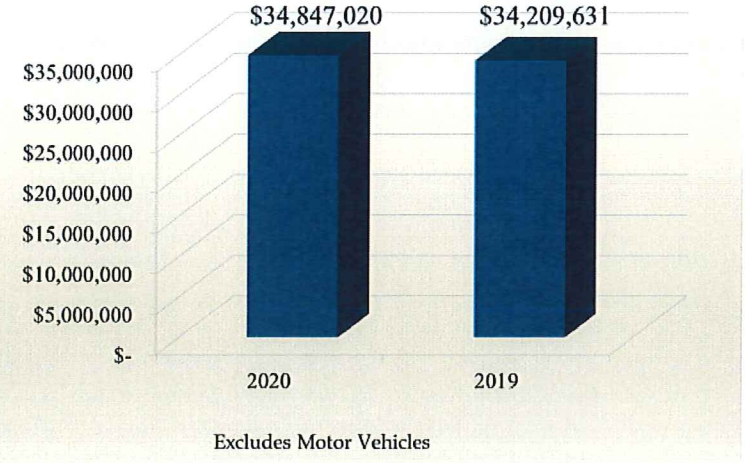
Snapshot in time at 6/30/20

$1,080,591 of CARES/COVID funding received in FY 19/20 rolled into FB but is already spent in FY 20/21

General Fund Revenues
For Period of July 1, 2020 to December 31, 2020
Amount and Percentage Collected YTD



Property Tax Billing
2020 levy compared to 2019



Excludes Motor Vehicles

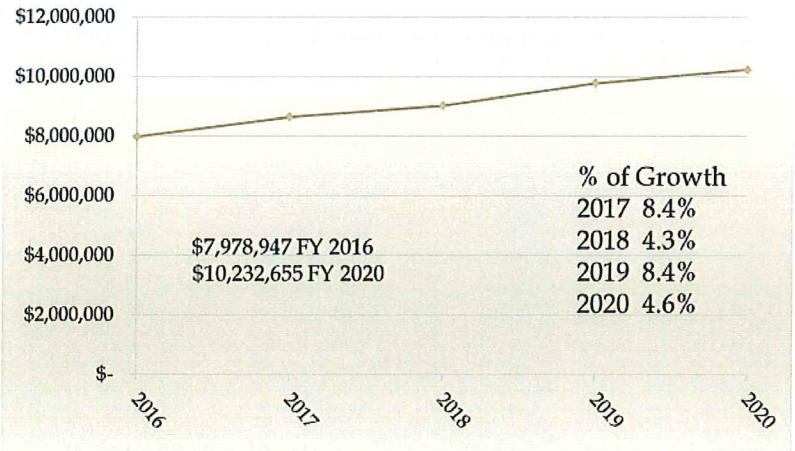
Collections Current Yr. Levy at December 31



Sales Tax Collections First 4 Months of FY



Sales Tax Collections Last 5 years



Water Fund

Cash & Investment Balances
December 31, 2019 - $9,282,387
December 31, 2020 - $9,816,280

Revenue & Expenditures at December 31, 20XX

	2019	2020
Revenue	$3,280,777	$3,507,111
Expenditures	$2,465,734	$2,910,710*

*Difference between 2019 and 2020 expenditures is mainly due to timing of paying invoices.

Solid Waste Fund

Available fund balance at 6-30-20 $355,813

Cash & Investment Balances
December 31, 2019 - $1,231,647
December 31, 2020 - $1,479,027

Important to note that cash balance is high at Dec 31 because solid waste fee is collected on tax bills; however, expenses materialize at approximately 1/12 throughout the year

Revenue & Expenditures at December 31, 20XX

	2019	2020
Revenue	$2,500,473	$2,542,053
Expenditures	$1,385,378	$1,448,080

Commissioner Rebholz said more of a comment rather than a question. He said the good news on the property taxes tells me that one of our fears was what the impact of Covid would be on people paying property taxes if they're out of a job and stuff and it seems the data today isn't suggesting that.

Mr. Alligood said I think you're going to see some, there are going to some people who were hit harder than others who are going to have some difficulty. He said I've had some phone calls relating to that. He said in fact I had a lady call me and ask that I ask the Board, ask you to not advertise delinquent taxes. He said I explained to her that you have no control over that, that's set by statute and you all are required by statute to advertise late taxes. He said that was not what she wanted to hear but that's what the statute is so there are going to be some folks who are, obviously there are some folks who are having some difficult times so overall we've been fortunate as a County on our revenue side but that does not negate that there are some businesses and some industries that have been hit tough and some individual property owners will have some issues.

Commissioner Richardson said the tipping fee, is it included in the municipal, if you live in town and you're taxed you pay the tipping fee just like everyone in the County.

Mr. Alligood said yes sir. He said on your tax bill, so for everyone in the County who has a piece of property that has a structure on it. He said now, if you have vacant land or you can show the tax office that you have a private collection service, because the private collection service is paying the full ride, you have to pay the full ride with them. He said you have to pay the tipping fee, you have to pay the hauling fee, you have to pay all of it. He said remember in Beaufort County the fee that you're paying for solid waste is for the disposal of all that solid waste, so it is included, yes sir.

Commissioner Richardson said so people who have David's trash service, you don't pay the tipping fee.

Mr. Alligood said that's correct. He said you're only paying the labor cost to pick up your trash. He said the amount that's on the tax bill, that is a fee, is paying for the disposal.

Commissioner Richardson said maybe I didn't say that right. He said if you have David's trash service picking up your trash you still pay the fee that's on your tax bill.

Mr. Alligood said yes. He said you're paying the tipping fee. He said you are simply paying for the service, their labor costs, unless it is a business and then they're paying the full ride or if you have a private contractor that you are paying, you cannot, like I say, some of our churches do that but we have some individuals that have a dumpster at their house, I don't know, maybe they have a lot of trash but if you have a commercial pickup with a commercial service and you can show us that contract where you are paying the full ride then you would not be charged that $165.

Pay Plan Implementation

Ms. Deloris Creasman said our request today, the item for decision is implementation of our pay study. She said in 2017 Beaufort County contracted with the Maps group to complete a comprehensive pay study. She said 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. She said the study produced recommended classification and pay plan, as well as FLSA status to determine if employees are exempt or non-exempt from overtime pay. She said study documents produced included the following, organizational charts, an analysis of competitive salary data, allocation of classes to salary grades, a salary schedule, implementation of strategies with associated costs and recommended FLSA status. She said recognizing that many changes have occurred in the three years since the pay plan was originally completed, the Human Resource Director and the Maps Group have worked together to 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. She said since the implementation is based on years of service, either in the position or with the County, the calculations were updated to include the additional service since 2017. She said a calculation was done to compare the greater of a 2% increase or the calculated amount from the pay plan. She said this assures that all employees receive a minimum of 2% in pay, including part-time employees. She said the cost of the implementation options are as follows, Option 1 is the greater of 2% or move employees to the probationary step plus 1% increase per year of service with the County. She said the cost is $1,684,100. She said option 2 was the greater of 2% or move employee to probationary or minimum stet plus 1% per year of service in current position. She said cost would be $1,417,300. She said Option 3 was the greater of 2% or move employees to 2.5% of the probationary step plus ½% increase per year of service in their current position. She said the cost is $852,500. She said staff recommends adopting implementation of option 2, beginning with the first payroll of February 2021 and has identified the $471,177 of the necessary funding to pay for the cost for five months in fiscal year 20-21. She said 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. She said the recommendation is to approve the attached budget amendment also.

Motion: Commissioner Rebholz motioned to approve implementing plan 2 and the attached budget amendment. Commissioner Booth seconded.

Commissioner Richardson said when that study came out there was some jobs that were identified as being, the pay scale was totally misapplied and they needed a lump sum adjustment. He said were those adjustments made.

Ms. Creasman said they have not been. She said they would be included in this process.

Commissioner Richardson said I have another question. He said when the Sheriff did his boondoggle with the $200,000, whatever that was, a lot of people got $10,000 and $12,000 raises, it wasn't unusual. He said he did that without a vote of the Commissioners right away. He said there are people on that schedule who are identified as being a captain who received a pay increase, ranked as a captain, who are actually wearing lieutenant bars, if you go over and look at them. He said were those adjustments made necessary to scale people up into classifications so that they could receive those increases.

Ms. Creasman said I will defer that to the County Manager.

Mr. Alligood said when the Sheriff made those changes what he said to us was he was eliminating his corporal's positions and he was moving all of his staff up and they were assuming additional responsibilities and he was making those changes within his budget. He said in this pay plan the consultant has looked at those changes and that's where you see, so if there was someone who was put in a class and they are above where they should be it's either the greater of where they were or 2% so the folks that were adjusted up in that would not see an increase because it's the greater of the two. He said we had them go back and look specifically at that because essentially you wouldn't want to double do that. He said it wouldn't be right to double it, so we had to look at those individually as compared to the entire group.

Commissioner Richardson said so what we did in the Sheriff's Department is we upgraded about 40% of the department and the rest of the department didn't get anything.

Mr. Alligood said he essentially advanced, what he did was he advanced some of his folks based on what the study said the salary would've been and so that's why we wanted to go back and make sure that was correct so that's why we had them look at it.

Commissioner Richardson said why are years of service involved in this study. He said is that something arbitrary we put in there.

Mr. Alligood said no sir. He said when the consultant came in, they look at either total years of service because we have a lot of compression in our salaries. He said so what that means is somebody who has been here for 10 years makes "X" amount, you come in and get hired the next week and you make the same amount so there's compression in the salaries. He said because there hasn't been adjustments made based on either longevity or performance and only been COLA, and when you have a COLA the entire range moves so everybody moves so you don't address the compression and that's the biggest issue we have. He said this was an attempt to address the compression and the way you do that was two ways. He said you could say it's the total number of years you've been with the County or it's the total number of years you've been in your last position. He said of course there are three options and they range from the highest to the middle to the lowest. He said we chose the middle option and that is based on the number of years of service in your current position. He said we did that because our intent is, if you pass this pay plan our intent is to come back to you in July and put before you in the new budget year a longevity proposal. He said that longevity proposal would look at how many years of service in the County and that would help going along, helping get that compression out of there so that you don't have somebody that comes in on day one making the same as somebody that's been here ten years is making. He said so just real quick, everybody recalls, I think, because Ms. Visee came and made a presentation to the Board on it, essentially what they do is look at the pay plan as having a stool with three legs to it. He said one leg is COLA and that keeps everybody up at market, so you've got to get folks to market. He said we weren't at market. He

said the last time a study was done was 2008 and that was implemented in 2008. He said the Archer group did that for you and made some changes. He said so from 2008, essentially, the COLA's would attempt to keep you at the market level, so you do that. He said then you have the longevity piece which is the second leg of that stool and what that does is that helps keep people that have been here a long time so you don't lose institutional knowledge because every time somebody leaves who's been here a while, not only do you lose institutional knowledge but you also lose money because you have to train somebody. He said so there's a small piece to try and keep people for their longevity. He said then the third leg of that stool is a performance adjustment and that helps identify those people that are performing at high levels and adjusting their salary based on some criteria that's equitable and fair. He said what we have heard, or at least what I have heard the Board say in past planning session is we're not going towards a performance adjustment piece so we understand that's not the case and so what we looked at doing was doing option 2 which would adjust everybody to essentially where the market says they should be and then we would come back to you around July 1 and look at the longevity piece. He said now, at one time, I think it was before 2008 maybe, the County had a longevity plan. He said I don't know how long ago it was, but it wasn't here when I got here. He said so our intent would be to try to bring you back something in July to look at that and say here's another way to try and help with the compression piece. He said the second piece of that is July 1 we would like, you have a pay and class plan that's included by the grades, the description and the ranges, the minimum, the mid-range, and the maximum. He said there's also a fair labor standard in there where you say they're exempt or non-exempt. He said the Board gets to set that, but you have to have some, there's some tests that go along with that from the Department of Labor. He said you can't just say everybody is exempt. He said there are some people on that list that have to be non-exempt which means you have to pay them overtime for anything over 40 hours. He said there are some people, based upon that test, that you do not have to pay them overtime for anything over 40 hours, that's just part of the job. He said so in this plan she has also recommended to update that Fair Labor and make some people exempt that may not historically been exempt. He said the issue we run into with that is historically, and again, it was before I got here and before Ms. Creasman got here as well, one big piece of that is in the Sheriff's Office. He said there are only two people in the Sheriff's Office that are exempt and that's the Sheriff and the Chief Deputy, everybody else is non-exempt. He said now, you can make everybody non-exempt. He said you can make everybody below the County Manager non-exempt. He said there's no law against that. He said there is a law against making somebody exempt when they don't meet the test. He said you can err on the side of giving it to everybody, but you can't err on the side of not giving it to folks who are meant to get it. He said so when we looked at this, and I think Ms. Radcliffe sent you a spreadsheet about some of the concerns that we had about FSLA, the recommendation on a couple of those, based on their work schedule, would put them at a deficit if you said you are now exempt. He said because for years that's been the way it is and the Board made that decision, I'm sure the Board had to have made the decision years ago, I just don't know when or how, but obviously the Board made that decision years ago and you want to stick with that. He said if you didn't want to stick with that then we've got to look at how you make some remedy because if you've got someone who has been historically paid overtime and their schedule is set for a certain piece and then you cut them back based on an exemption status then you really, and it's not a lot of people it's a handful of folks that it would really detrimentally impact, so if you chose to move forward with this pay plan we would ask you to let us do two things. He said let us come back to you on July 1 and propose a longevity piece that would apply to everybody and then let us come back to you with a proposal on the FSLA for those couple positions that would be severely impacted if you agreed to use the recommendations that the Map study showed for exemptions. He said so those are the two pieces there. He said just, and Ms. Creasman gave me this information earlier today and I think if you follow the spreadsheet that ranked our employees about number of years here, and I think what I remember is that 60% of our employees have been here less than five years. He said what we are clearly seeing, and Ms. Creasman gave me the information earlier today is that in the last year we had 43 people leave Beaufort County. He said the majority of those folks, and I can clearly say, they are leaving for more money and they are going to, predominantly they're going to Pitt County and they're going to Craven County, two of our neighbors. He said we're spending a lot of money training people and getting them where they need to be and they're leaving to go to another county for more money. He said that's not going to solve all of it, it absolutely will not solve all of it, I will admit to you that but there has not been a pay study done since 2008 so we're 12 years with only adjustments based on COLA's so we're out of whack with what we pay people based on what the market says they ought to be paid. He said that's what this study does. He said option #2 takes those employees to where they should be and includes a 1% based on their years of service in their current position, not their total time with the

County but years in their current position. He said again, we will bring that back to you in the new fiscal year and propose a longevity piece and a discussion about the Fair Labor Standard Act and how it would be applied to a couple of folks that would be significantly impacted by it.

Ms. Creasman said I would also add that the study implements a new salary plan and regroups classifications based on their job duties, the degree of difficulty of their job, the level of supervision they receive, the level they give and that's what these analysts have done is sat down and done questionnaires with each employee to determine where they would fall and to get our pay plan correct. She said that's part of our policy, to have an equitable and fair salary plan.

Mr. Alligood said that's right and what's happened over the years is jobs have changed, people have taken on different responsibilities and they've moved in their responsibilities so what the study did was, like exactly what Ms. Creasman said was they came in and did an analysis. He said they interviewed people, they looked at the job they did and said we need to re-write this job description and that's what was part of the packet that you got three years ago. He said so they re-wrote a lot of job descriptions and they put people in positions and classifications based on what they should be doing and then they also looked at where they would being the market and that was based on comparables which the included Bertie County, Craven County, Martin County, Nash County, Person County, Pitt County, Warren County, Wilson County, and the City of Washington. He said looking at what that essentially market was for the folks that we were essentially in competition with. He said so Commissioner Rebholz asked a question today about DSS and state funding and how that would impact this. He said so there's two pieces. He said you have purely County funding which is county operations and then you have shared funding that comes from the state at DSS. He said the Health Department has a little bit of that, but the majority of the health department is their funding comes through grants and programs and they apply against that. He said any changes in salaries are just absorbed in that. He said at DSS there are multiple programs in DSS, and they have a different reimbursement rate. He said it's a shared service between North Carolina and county government so some of those programs pay a 60% reimbursement rate, some pay a 40% and some pay 50% so after talking with the DSS director she recommended averaging 50% so essentially, if you increase salary to someone at DSS, 50%, on average 50% is reimbursed by the State as long as you're within an appropriate range. He said so if you look at that, and set that out today, the total is $1.4, roughly $275,000 of that we would back that out for DSS because we would show that as roughly 50% of what the state was picking up and then you would back out the water fund so the total cost on that is a little less. He said if you look at it, just the general fund net cost, it's a little over $1 million annually. He said then the water fund cost would be about $140,000. He said so again, as you move through the different funds it changes a little bit. He said that's the proposal. He said I had the finance officer, she spent a lot of time looking at our numbers because we wanted to make sure that when we brought this back to you, we've talked about this for the past three years and we've tried to put a plan together that would reach the Board on the many levels that we've heard the Board say we like this, we don't like this, so we've tried to compromise on that and like I said, that's why we looked at the longevity piece, that's why we looked at option 2 and the final piece of that is we believe we're able to do that and would also ask you, as we did before Covid and said we want you to put a hiring freeze in place we would ask you to lift that hiring freeze and go back to filling positions as they become vacant, unless they are positions that the Board is specifically charged with and that's the Manager, the Tax Collector, Tax Assessor and those specific people related to that. He said we're happy to answer any question on this, I know it's a lot and it's been a long time in coming. He said but we feel like we have the funds available to do that and like I said, the last time a salary study was done was in 2008. He said if we go too much further from the 17 study it would only eb fair to do another study because you're already three years out, almost four years. He said we think you're in a place where you can do it, the finance officer is comfortable with it and we recommend you move forward with that on option #2.

Commissioner Richardson said I'll be brief. He said the COLA that was given, we gave a COLA last year and this year.

Ms. Creasman said no sir, we didn't get a COLA.

Commissioner Richardson said there wasn't a COLA this year, there was a COLA last year. He said what was that.

Ms. Creasman said 2%.

Commissioner Richardson said okay, one thing that I have in looking at this schedule, it looks to me like building inspectors are underrepresented based on their responsibility and what they do compared to a lot of other people.

Mr. Alligood said all I can tell you is we can certainly look at individuals and ask her to go back but this was based upon their folks coming in and interviewing those people, finding out what they do and looking at what that market was based across, because everybody has building inspectors, all counties have building inspectors, some municipalities don't but it was based on what the market would stand.

Commissioner Richardson said it just looked to me, when you compare deputy sheriff's getting $10,000 and $12,000 increases in one year and building inspectors, from what they do, getting nothing but even if you look at the base rates in there a training for a building inspector is a lot more intense than it is for a sheriff.

Ms. Creasman said there are other classification issues that they look at. She said they have to do with how dangerous the position is and that is also a classification factor, the risk involved.

Mr. Alligood said in our pay plan and correct me if I'm wrong, but we do allow for adjustments for building inspectors as they achieve different levels in their certifications, they are rewarded for that based on their duties.

Commissioner Rebholz said I take it that the $471,000 that is needed for the next five months, it's actually less than that because DSS is subtracted out of that one.

Mr. Alligood said it would be slightly less than that because if you took out the proportional of the $270,000.

Commissioner Rebholz said so it could be $400,000 and not $470,000.

Mr. Alligood said I would have to have the Finance Officer run that and get you a solid number, but it would not exceed what has been proposed.

Commissioner Rebholz said on the grade change recommendations, have we adopted all of those.

Mr. Alligood said you haven't adopted any of those, we're still operating under the old pay plan.

Commissioner Rebholz said okay so we're operating with people who are probably out of the grade they should be in based on the study.

Mr. Alligood said that's correct and it would put people in the correct and it would attach it to where the state grades are because right now we would have that different between what we show as a grade and what the state shows as a grade.

Commissioner Rebholz said so will you bring those to us during the budget process.

Mr. Alligood said bring you what during the budget process.

Commissioner Rebholz said the recommended grade changes.

Mr. Alligood said these are the recommended grade changes. He said if there's an individual one that the Board thinks need to be looked at again, like Commissioner Richardson said he may want the Board to look at building inspectors again then we could do that. He said you've always had that opportunity to do that, what we call an adjustment where they come in and look at the jobs again in light of you wanting them to do that.

Commissioner Rebholz said lastly, as part of that study there were 16 management and policy recommendations made. He said most of those did not involve money. He said did we, have we adopted any, all of none of them.

Mr. Alligood said the majority of those were addressed when you adopted the personnel policy. He said when you look at the personnel policy, when the Board redid the personnel policy there were a lot of them in there. He said some of them, that also deal with training, we're trying to ramp up on that, but it's been difficult with Covid because you can't send people places but the majority of those have been addressed. He said they were related to call back time and proportional vacation time so when you had people working longer shifts, they were getting shorted vacation time, so those types of things were addressed in the re-write of the personnel policy.

Motion Restated: Commissioner Rebholz motioned to approve implementing plan 2 and the attached budget amendment. Commissioner Booth seconded.

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

Commissioner Booth said I have a question, Mr. Manager, no part of this pay study is that we release the hiring freeze. He said is it possible we could keep the hiring freeze in effect until the budget time.

Mr. Alligood said you are the policy makers as a Board. He said you can decide if you want to keep it or you don't want to keep it.

Commissioner Booth said who made the motion.

Commissioner Rebholz said me.

Commissioner Booth said would you accept a friendly amendment to your motion.

Commissioner Deatherage said it's already passed.

Commissioner Richardson said he didn't say that when he made the motion, the Manager was the only person that said that. He said that was never part of the motion.

Commissioner Deatherage said it was part of the motion and the motion has already passed.

Commissioner Richardson said no, that was never part of the motion.

Commissioner Booth said what was never part of the motion.

Commissioner Richardson said because the manager said it after Commissioner Rebholz had made his motion and the motioned was seconded. He said that was never part of the motion.

Commissioner Booth said but I didn't get a chance to hear the question before we voted. He said when he said make the motion and the second there was never no discussion.

Mr. Alligood said Commissioner Booth we'll be glad to take that as an individual item if you would like to. He said again, our recommendation to you is that you lift the hiring freeze. He said we've had some conversations about that, I think the Finance Officer made that presentation last month because the question was asked, have you saved money based on that and she wasn't able to demonstrate to you all that we did. He said every position has come back to the Board has been approved to be filled so our recommendation to you would be to lift the freeze but if the Board doesn't want to do that than just tell us you don't want to do that and tell us when you want to lift it.

Vice-Chairman Langley said hold on a second, let's go ahead and clear up what we've just done. He said the motion passed for the plan implementation 4 – 2 and so now we'll deal with what you want to do.

Commissioner Booth said it passed for plan 2.

Vice-Chairman Langley said yes, option 2 so now we'll, if you are so inclined to keep the hiring freeze, we can do that now.

Commissioner Booth said the reason I said that is when we release the hiring freeze is that for everybody.

Mr. Alligood said it would be for everybody but you don't have any, as far as I know there aren't, and the HR Director is here but I don't know that we have any vacant positions that you haven't already agreed to fill. He said the Register of Deeds had a position and you have agreed to fill that, the Tax Assessor has a position, I'm not aware, we've not been notified today of anybody who has a vacant position right now. He said remember, let's go back to the point, the budget ordinance has a specific number for positions for each department. He said we are not allowed to exceed that no matter what.

Commissioner Booth said the reason I asked that question is we're being lampooned all over the County that we defunded five positions for the Sheriff. He said that's the reason I asked that.

Mr. Alligood said I think if you go back and look, the Sheriff's Office received the same amount of funding that they received in the prior year. He said the Sheriff's Office made some adjustments in their salaries with the understanding that they would bring us a flat budget back. He said in order to do that they adjusted what they needed to do to bring that back flat and the Board simply agreed to it.

Commissioner Booth said I withdraw my motion.

Commissioner Richardson said so we still have a hiring freeze on.

Commissioner Booth said no.

Commissioner Richardson said no, wait a minute.

Mr. Alligood said we would need some direction from the Board.

Vice-Chairman Langley said what we're doing is they would still bring them to us as they come, and we will say yes or no.

Commissioner Richardson said then you have a hiring freeze on.

Commissioner Booth said he's asking us to dismiss that.

Mr. Alligood said just for our clarity, I was thinking that was what the Board was going to say yes, we're voting to lift the hiring freeze or no, we want to keep it on. He said our recommendation to you.

Commissioner Richardson said Commissioner Booth raised the issue, I think, that if we lift the hiring freeze does that mean the Sheriff gets these five employees and the answer is no.

Mr. Alligood said that is correct. He said the budget ordinance reads it is a specific number of positions.

Vice-Chairman Langley said I think what we need to do then, if you want to do that you would have to have a motion that states if you're going to release the hiring freeze that it cannot exceed the number of positions, FTE's that we had in our budget.

Mr. Alligood said you can certainly make that clarification but that's the budget ordinance and we cannot exceed that but I'm happy if you want to say that as well but we cannot exceed that even if you said hire away.

Vice-Chairman Langley said did you want to add that it's not to exceed the number.

Commissioner Booth said that's already in the budget ordinance not to exceed the budgeted FTE's.

Commissioner Richardson said which did not include the five. He said this is going to come back guys, he's going to come running through the door. He said you need to make it crystal clear that the Sheriff does not get the five employees that he wants. He said is that part of your motion.

Commissioner Booth said my motion was not to exceed the FTE's that are in the budget this year and they are not in the budget this year.

Commissioner Richardson said the five employees are not in the budget this year.

Motion: Commissioner Booth motioned to lift the hiring freeze. Vice-Chairman Langley seconded.

Commissioner Deatherage said I don't think I understand, you're lifting the hiring freeze except at the Sheriff's Department.

Commissioner Booth said no, if somebody quits, he can hire tomorrow. He said we're just not going to go over the numbers that we passed in the budget this year until July 1st.

Commissioner Deatherage said but under the guidance we have given as the policy makers I do believe, and listening to the Manager's understanding of that guidance, the hiring freeze we have instilled, as weak as it may be, they still have to come to us and ask us can we hire this position, like we did to fill Cindy Ambrose's position today.

Commissioner Booth said no, not if they stay at their FTE's.

Mr. Alligood said that's correct. He said essentially what we asked the Board to do back before, when we were anticipating impacts from Covid we asked the Board to put in a hiring freeze on so that you could look at each position and maybe there would be some opportunity not to do some things. He said based on how that has progressed over the last year or so we don't see that has been an advantage in saving money. He said the Board has approved all because you felt like we needed those positions. He said so we're just recommending that you lift the hiring freeze and allow the departments to fill those positions when they become vacant without having to come back to the Board as long as they don't exceed the number of FTE's listed in the budget ordinance because you can't change the budget ordinance without the Board approving a change in the budget ordinance. He said that's the law.

Commissioner Deatherage said that's the way I understood it, what the Manager said, that's how I understood it.

Commissioner Booth said that's for anybody. He said if a deputy quit, if this passes, then let them hire one. He said I don't want to hamstring them.

Commissioner Deatherage said I do, I'd like to keep doing that. He said not just for the Sheriff's Department.

Commissioner Rebholz said so you want a hiring freeze.

Commissioner Deatherage said yeah, I'm okay with that.

Motion Restated: Commissioner Booth motioned to lift the hiring freeze. Commissioner Rebholz seconded.

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

No action taken due to vote being a tie.

Commissioner Richardson said we still have a hiring freeze.

See Addendum 7

Sheriff Coleman Letter

Vice-Chairman Langley said the next item was put on the agenda by the Chairman and that was a letter from Sheriff Coleman. He said the Chairman received a letter from Sheriff Coleman and we'll ask the Clerk to the Board, do you have a copy of that letter. He said I have a purpose for asking.

Ms. Mosher said yes, I do.

Vice-Chairman Langley said if you would read that letter into the record.

Ms. Mosher read the following letter:

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

Vice-Chairman Langley said as stated earlier this was Chairman Waters item, but I wanted everyone to be able to hear what the letter stated and now we're entertaining any thoughts from any Commissioners.

Commissioner Richardson said this letter is grossly inaccurate. He said it was the Sheriff who defunded himself. He said he is the one that came in and said if you will let me spend money 2 years ago then I will bring you a budget that is flat to what it was this year and he chose to eliminate jobs rather than to eliminate wasteful expenses that he was carrying on with. He said so then the Sheriff comes and he says he has a surplus of money from positions that he didn't fill, because he always has a fat budget because this Board always gives him a fat budget and he took $200,000 and rewarded his favorite people with $10,000 and $12,000 raises. He said now he is trying to play the game that we are defunding him. He said the simple truth of the matter is that Coleman, as a person that supposedly deals in facts and truths is far from facts and truth. He said he defunded himself. He said this Board of Commissioners did not do that, he did it to himself. He said like a three-year-old he is demanding that we give him his candy back.

Commissioner Walker said I happen to know that tomorrow night the Board of Education will be presented with several alternatives to this and they are going to choose one of them and I think it's probably the best thing that what they will probably end up doing is going to a private SRO type security. He said in some of the earlier versions of this memorandum of understanding the school was concerned that some of these SRO's would be pulled, and I understand, for emergencies but one thing that came back blacked out by the Sheriff's Department was the SRO's did not have to tell the principal that they were leaving and I think that's terrible that they don't know that they have security there at any one time. He said if they go to a private means of security, that would solve that problem. He said also, the Sheriff would be getting a whole lot of people that he no longer needed. He said he would have the pick of the litter of who he wants to keep provided he can do the budget thing so there's a lot to this that I think gets fixed by the Board of Education going to a private security firm, much like we do with the courthouse and so I'm going to be doing all I can to help the school board do just that.

Commissioner Deatherage said are we going to be kept in the loop for this since we're paying for it. He said the money does come through us. He said do we have to approve that private consortium, we do not.

Mr. Alligood said no. He said actually the contract would be between the school system and the private entity.

Commissioner Deatherage said right but we sanction that contract.

Mr. Alligood said no, you're not a party to that contract. He said you have nothing to do with that contract.

Commissioner Deatherage said we do not but the funding does flow through us.

Mr. Alligood said you provide funding for them to do that and of course the Board of Commissioners, a couple of years ago, raised taxes a penny to fund SRO's across the entire County so there was a policy decision by the Board to do that.

Commissioner Deatherage said that was before I became a Commissioner. He said I think I objected to it, not that I object to SRO's, I object to a carte blanche SRO provision. He said I'd just like to mention one other thing since we're talking about this letter, this glowing letter, I have a question. He said where could we meet, the Commissioners, members of the school board and the Sheriff's Department. He said is there, in the age of Covid is there a room big enough for us to meet where we could still supply camera's and the public. He said the Community College. He said now, is that a moot point since the school board is already moving in a direction. He said is a meeting right to do so, as we just heard.

Commissioner Richardson said I don't want to meet.

Commissioner Deatherage said is there any reason to meet since the school board is already moving certain direction. He said if we have no bearing on what the school board does in this instance, why would we even care. He said it's like trying to close the door after the horses have bolted. He said those ponies are gone now.

Vice-Chairman Langley said I do want to say this, it is my understanding, going to a private security company, there will be certified, gun carrying officers. He said they will be certified according to standards and uniformed.

Mr. Alligood said just for the Boards understanding, if that is the case, that the school board decides to do that then this Board will need to decide how it is going to, whether the school board pulls out of its fund balance to pay for the rest, the remaining part of the year because you've allocated to the Sheriff's Office for that service. He said I'm guessing you wouldn't have both of those folks in place at the same time. He said statutes do allow you to claw back money from the Sheriff's budget mid-year if you so choose to do that but the Board needs to think about that because obviously the school board is going to come to you and say, if that's what they choose, the school board is going to come to you and say we need to fund this and we either have the means to fund it or they don't have the means to fund it and they're going to look to you to fund it based on your previous policy that you wanted SRO's in schools so just be aware that is probably coming.

Commissioner Booth said my question is to Commissioner Walker first, when is all this going to take place that they institute this private officers.

Commissioner Walker said they're going to learn about it tomorrow night.

Commissioner Booth said they're going to learn about it tomorrow night so when is it effective that they're going to put them in place.

Commissioner Walker said I think it's going to be effective, according to one of the letters that the Sheriff gave to Mr. Cheeseman, it seems like it would be in February that it would cease.

Commissioner Booth said if that's the case, what Commissioner Walker is talking about, I would like, and I'm just one person but I would like to look at the claw back because we raised that money, we took one penny of taxes from the people of this County to support SRO officers in schools and if they go to a private entity, then I think it's no more than fair that the money follows whoever is doing the job at the school.

Commissioner Richardson said I agree. He said the Sheriff shouldn't be allowed to keep that money because this is a game he's playing and it's his budget. He said he abandoned the position, so he abandoned the funding for the positions.

Mr. Alligood said so just remember you don't specifically fund the school board for the SRO's. He said they get grant funding, that grant funding actually flows through us as well, but those revenues go to support the Sheriff's Office positions so you've essentially already paid for that service so in that, either the school board would need to say we will eat that difference, hear me out, we'll eat that difference between then and July 1st, because July 1st we're going to come ask you for that funding, or they would say we want you to fund us now, which would make the Board decide whether you want to pull it from your fund balance and pay it up until July 1st or for you to say no, we're going to immediately claw that back and let the ramifications be what the ramifications are so, just be thinking.

Commissioner Booth said well according to what you're saying and I've got a heart for people losing their jobs, I really do, so this means if they walk away there's going to be 14 young men and women over there that don't have a job. He said is that possible.

Mr. Alligood said I think if you claw that money back out of personnel based on that change then yes because based on the way the budget is set up, they cannot move money from operations into personnel without the Board approving it. He said now, whether you want to do that, they could come back to you and say in order for us not to lose those positions we'll cut our operations back or something, I don't know, but the Board would have to approve moving that money. He said but the way the budget is set up, the way the Board specifically set the budget up for them, and it's within statute, is that they have personnel and benefits, they have operations and they have

capital and they're not allowed to exceed any of those funds within those specific categories, or move money between those funds without the Board approving it.

Commissioner Rebholz said I would guess that you're not going to find 14 people overnight that have been trained and are prepared to go and fill those positions so I would think that maybe out of this the school board gives us a timeframe for this. He said I think the Sheriff has committed to keep those resources in the school until the end of the school year.

Commissioner Walker said that's what it says here.

Commissioner Richardson said well the school board needs officers so these officers are probably going to go work for the school board for the most part, and then the Sheriff will, he always has vacancies so I don't see a big shift of people running around without jobs and that sort of thing. He said I have sympathy for them but my purpose as a County Commissioner is to provide services, not to provide jobs for people. He said it is ludicrous for anyone to think that I will ever vote for the Sheriff to keep that money because the money is appropriated for a specific purpose, to provide SRO's to the schools so he loses the money. He said this Board has sat here and allowed this Sheriff power grab and steal your money long enough, yes I said the Sheriff is stole your money, he's doing it over and over and he's trying to do it again this time. He said I'll never vote for that.

Commissioner Deatherage said the way I understand it and I'll preface what I'm getting ready to say that I had different ideas about how to protect public buildings, including schools but the way I understand it is the Sheriff negotiated an agreement outside of the County, we're not a party to the agreement, although we're obligated to fund that agreement, even if the money is flowing through us because it's state funds so therefore we are responsible for that money 100%. He said now, my opinion is we are obligated to the school system for the agreement, it was ratified on our behalf. He said I say this, we're obligated, for future reference, and we talked about this last month, we should negotiate every contract where the people's money is spent. He said the Sheriff has negotiated here, we've had other incidences where, twice the Sheriff negotiated with Pitt County people and we spent a lot of money to house prisoners over there and we were out of the loop 100% so there's two instances where the Sheriff has spent a lot of money and been responsible for a lot of money with us not having any say. He said I think we should, since we are the taxing authority, in this county we are the oversight authority, we are the budgeting authority and we are the policy authority in this County we should have total say on any contract that we enter into on behalf of the people and their money and that's all I'm going to say.

Commissioner Walker said I'm going to agree with you. He said this is a great chance to fix the shortcomings of the previous agreement. He said we won't be having an MOU that has blacked out lines or anything. He said we'll put in it what we want in it and we will agree. He said that's when we will have a meeting with the school board, maybe, and talk about what this thing is going to look like in the end, and it may not happen as quick as we think it will. He said there may be a lag time, but we'll figure that out.

Blount's Creek Fire Department Revisited

Vice-Chairman Langley said question for the Board, the fire chief for Blount's Creek is here and he has the information that Commissioner Richardson desired so at this time I will ask the Board would they be willing to add him to the agenda so we can hear him.

Commissioner Richardson said I am opposed to adding him to the agenda. He said I want to see the paperwork for the deal that's been made. He said he comes in here and he's going to talk to you and you're going to say oh yeah, everything sounds good and you're going to vote for it. He said I'm telling you, it's an odd form of financing that's not to their advantage, it's not to the County's advantage, not to the taxpayer's advantage, there's something going on here. He said all I want is the paperwork. He said we can approve it once we see the paperwork and I'm opposed to putting them on the agenda tonight.

Motion: Commissioner Rebholz motioned to put the Blount's Creek Fire Chief on the agenda tonight. Commissioner Booth seconded.

Commissioner Deatherage said Commissioner Richardson, would you be agreeable to put them last, make them the last people tonight.

Commissioner Richardson said what's that got to do with it.

Commissioner Deatherage said you'd have a chance to look at the paperwork.

Commissioner Richardson said no. He said I'm not going to sit here and look at the paperwork, somebody throws paper on the table and I'm supposed to make a decision on it. He said I want to sit down and study the paperwork. He said you can't understand the paperwork just because somebody jams something in front of you. He said this Board has done this over and over again when somebody comes in and throws something on the table, and Commissioner Deatherage you were just complaining about this and said oh year, you've got to vote for this. He said no, I don't got to vote for this. He said there's something going on here, there's a reason everybody is resisting us getting the paperwork.

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

Mr. Hedgepeth said Chief Williams is here to answer any questions. He said Chief Williams originally dropped off two documents at the County office for what he thought was going to be a standard signature kind of thing. He said those documents came to the Manager, he met with me about it, one document is the document which you have in front of you. He said the second document, on its front page had a paper that legal counsel would sign saying they were legal counsel for Blount's Creek Fire Department and we did not feel like we could do that or the County Attorney could do that because he is not the attorney for Blount's Creek. He said that's why that document was not provided for you. He said in that document it does have the requested information that you have so there are copies of that. He said Chief Williams is here with his complete book of everything that has to do with this lease agreement. He said I will turn it over to him to answer any questions, but I will give you that second form now.

Vice-Chairman Langley said the first question I'll ask you, is this a time sensitive matter.

Chief Williams said it is. He said the bank would like to have it within 30 days, which we're already into that because we had to wait for the Commissioners meeting tonight.

Commissioner Richardson said based on this I see it goes back to last year.

Chief Williams said we've been discussing it with the bank since November.

Commissioner Richardson said what's going to happen if you don't get this. He said how many houses are going to burn down.

Chief Williams said we're replacing a 1992 truck that's not meeting our needs anymore so the uptick in technology in the new truck will help us greatly. He said it will also help our ISO rating which greatly impacts the homeowner's price for all the citizen's in our area. He said right now we have a 6. He said without that truck it would drop which means more cost on the homeowner because we've already sold the old truck. He said so we're

actually down a truck and we actually have the new truck in our station. He said this was just paperwork that the bank said was non-significant. He said it's never been a problem before. He said we actually did I believe 8 years ago with the Board. He said it wasn't a problem then. He said it was a simple consent sign and then we left but we're here today. He said but we have done this process before.

Commissioner Deatherage said is the bank, as the lessor, the holders of the property.

Chief Williams said yes, until we pay it off.

Commissioner Deatherage said so this is just a lien. He said they don't actually own the property though.

Chief Williams said no. He said if we don't pay it off, they come and get it though. He said if we don't pay for it, they come and get it.

Commissioner Deatherage said who are you buying it from.

Chief Williams said C.W. Williams in Rocky Mount is the seller.

Commissioner Deatherage said did you go out and get bids.

Chief Williams said yes. He said we got an E1 bid, a Rosenbauer bid and there was another one I can't remember.

Commissioner Deatherage said this was your best.

Chief Williams said yes.

Commissioner Richardson said can you provide us with those bids.

Chief Williams said yes.

Commissioner Richardson said I'd like to have them.

Commissioner Booth said Chairman, is a motion in order.

Motion: Commissioner Booth motioned to approve having the Chairman sign the document. Commissioner Walker seconded.

Commissioner Richardson said I have one thing to say, I'm not going to vote for this because you slapped some paper down on my desk and asked me to approve it. He said I don't do business that way, I've told you that before. He said it's not in the County's interest.

Chief Williams said can I make a comment to Commissioner Richardson. He said it's not anything bad. He said Blount's Creek Fire Department is an open book as far as our financials. He said anything the Board or County wants to see all you've got to do is call me. He said I will sit down with you at any time. He said I'm not trying to hide nothing from the County or the citizens. He said we're here to do what's best for our community so please, if anybody wants to see our books, by all means, give me a call.

Commissioner Walker said I'm a retired firefighter and I have no problem with this whatsoever. He said I'm ready to vote.

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

See Addendum 8

Brenda Hamilton Investigation Update

Commissioner Richardson said I hope the Manager has a report or has heard something from the people in Florida.

Mr. Alligood said I have not. He said we reached out the Sheriff's Office for an update and we have not received anything from them.

Commissioner Richardson said well if the Sheriff doesn't provide us with something at the next meeting, I think we need to go directly, deal with those people directly. He said this thing has dragged on due to the Sheriff's inefficiency and I get the impression they really don't care and we're going to have to pursue this ourselves.

Jail Door Repair Report

Commissioner Richardson said the jail door repairs, at the last Commissioners meeting you were asked to approach the Sheriff about the status of the jail door repairs, if there were any problems with the operation, etcetera, etcetera. He said what do you have.

Mr. Alligood said well, first, a report from the Public Works Director. He said the county engineer said no changes for the month of December, all installed equipment continues to function properly and only four mechanical locks to mechanical spaces need to be replaced and we're trying to get that resolved this month. He said the letter that I, the e-mail that I sent Chief Deputy Rose addressed the request from the Board. He said if you would like me to read it, I'd be glad to.

Commissioner Richardson said yes.

Mr. Alligood read the following: "*At a regular meeting on December 7, 2020, the Board of Commissioners, by consensus during a discussion regarding the jail door locking project asked that I send a formal request to the Sheriff's office seeking confirmation of the completion of the project from the Sheriff's Office and asking that if any outstanding issues are present or arise, that they be forwarded to the County Maintenance department in writing. Per our discussion last week it is my understanding that you agree that the project is substantially completed and accepted for operation. You did indicate that minor operating issues are being addressed by the vendor and that you believe they're being responsive to requests during this ongoing warranty period. Please let me know if any issues arise in the future with the jail doors that need to be addressed either under the warranty period or after the warranty period ends. I am of the understanding that the Sheriff's Office has or will put in place a contract with the installing vendor to perform preventative maintenance on the doors and respond to any issues that arise with the doors in the future.*" He said when I sent that e-mail Chief Deputy Rose called and came by, he didn't respond by e-mail, but he did come by and say yes, essentially, I agree with that. He said his question was why are you sending that to me.

Commissioner Richardson said I can answer why we're making the request because the last time there was no warning when the Sheriff shut the jail down that these things were disasters and they're truthfulness is what's at issue here and I am still suspect but I accept your report, I think it's a good report. He said to me it says there are no issues at this time with the locking mechanisms or the jail doors and if we find out different we know that somebody has been acting true to form and that is not telling us the truth.

Jail Population Discussion

Commissioner Richardson said this has to do with exercise. He said I'm not sure that some of the new Commissioners, or even some of the older Commissioners, or even some of the staff understand what the long story is on exercise in the jail. He said I was told that all the issues having to do with sunlight an exercise in the jail has essentially been resolved when we did these last repairs to the jail and put a light down there or something

or sunlight and that took care of it. He said now, we have had several lawsuits over the years about the jail and about exercise in the jail. He said all of those have been turned over to the County Attorneys. He said we have won all of those in one form or another. He said either they were dismissed, they were forgotten, they weren't pursued, whatever but they all went away and I was really surprised when someone sent me a letter that the County Attorney had written that basically says we're guilty as hell. He said this letter that the County Attorney sent out, or memorandum or whatever he wants to call it to the members of the Beaufort County Jail Committee indicates that we have had people trying to solve the problem that doesn't exist. He said for all practical purposes the problem of exercise in the jail doesn't exist because we have beat it legally every time it has come up so why do we want to resurrect this problem and make it an issue. He said the secret to the jail success in this item, and any other item is putting prisoners through the jail as fast as you can. He said we're down, I can remember when we had 120-something prisoners down there. He said we're down to 42 prisoners, with two or three prisoners out of County. He said why is that, because of Covid, essentially. He said because people's back was put to the wall and they had to solve the problem. He said we have seven prisoners down there that have been there six months or longer, that 180 days. He said the district attorney tells me that the one that's been down there three years on a murder charge is the next one to be tried. He said he was supposed to start today but because of this and that within the court system it's going to be about two weeks before that trial will take place. He said after that there's a person that's been in there for two years, and then one year and there's four people that have bene there like six months. He said that's the length of it, we don't have a problem down there with this and what troubles me about this is that someone went to the County Attorney and that he generated this document which lays the law down to us on a problem that doesn't exist and if this document is ever subpoenaed by somebody then we're going to lose. He said this is a condemnation of 20 years of work with the jail. He said I'm also hearing rumors that the e-mails that this thing went out with went to people that I've never heard of before, supposedly having an interest in the jail. He said so what I'm saying is, who has the authority to direct the County Attorney to do anything. He said this Board, through the Manager. He said so I want to caution the County Attorney that if your taking orders from anybody other than this Board you're in trouble. He said I'm offended by this thing. He said with all the years that I've been here and all the sessions that I've sat through talking about exercise in the jail and we've turned it over to our Attorneys and we've beat it every time and now somebody writes something saying you're guilty as dogs, done by some member of the Jail Committee. He said I understand it was Commissioner Rebholz. He said so if you're carrying a campaign on about exercise in the jail you are not doing a service to this County.

Commissioner Rebholz said where did you get that.

Commissioner Richardson said I don't know where I got it, that's why I'm asking you in public. He said you're denying it, is that right.

Commissioner Rebholz said I don't recall do anything like that.

Commissioner Richardson said you didn't ask the County Attorney to do anything.

Commissioner Rebholz said not that I recall.

Commissioner Richardson said then who asked you to do this.

Mr. Francisco said what is it. He said I haven't seen it. He said what's the date on it.

Commissioner Richardson said pass it down.

Commissioner Deatherage said I would just like to say I haven't seen this letter and I haven't seen it at all so I'm not familiar with it at all. He said I did notice, as I passed it over, it had a November 10th date, 2020, so quasi recent but I'm not familiar with it. He said I don't know if you guys are.

Commissioner Richardson said I have some more copies here if people haven't seen it; I can give you a copy.

Mr. Francisco said please, spread it around because that's not what it says.

Commissioner Richardson said what it says, you cite 38-CFR and say in the sentence under the current circumstances moving candidates will comply, I suggest you seek Ms. Bryan, do we have her hired to do anything because when she was here I realize a lot of people put confidence in her but there were a lot of things that weren't true that came out of Mrs. Bryan.

Mr. Francisco said I request that you read that letter to the Commissioners. He said I think it will speak for itself. He said that is not what you represent it to be.

Commissioner Richardson said I'll be glad to read it. He then read the following:

To members of the Beaufort County Jail Committee scheduled to meet November l8, 2020:

The Jail Committee requested me to draft a recommendation for consideration for moving inmates out of jail to other facilities that are recreation compliant in the event an inmate will be in for an "extended period of time."

To begin, I advise you that I am not versed on this subject. I am aware we have a functionally borderline jail which the county has endeavored to keep operational. I am also aware of lawsuits against the county and its sheriff for failure to provide sufficient exercise space and facilities. I believe these suits have been dismissed without judgment or adverse decisions being entered due to the lapse of time for the most part. These suits were handled by outside counsel, not by me personally.

Back about 40 years ago I was on the appointed list for several years and had on a number of occasions to go into our jail and interview clients I had been ordered to represent. Back then it was not a place you wanted to stay in longer than absolutely necessary. It was (and is) tight and close quarters.

Secondly, you have had a preeminent person in Kathryn Bryan come and talk to you about our jail. She is well aware of its shortcomings and I should think she would be able to reasonably provide you with the recommendation you seek. About all I can say is I know the federal regulations require that pretrial inmates shall be provided the following recreational opportunities:

(1) One hour daily of outside recreation, weather permitting; or

(2) Two hours daily of indoor recreation. Recreational equipment shall be available, including books, table games and television. 28 CFR § 551.115.

Under the current circumstance, moving inmates periodically to complying facilities makes sense.

I suggest you seek from Ms. Bryan her recommendations in this regard.

Vice-Chairman Langley said Commissioner Richardson I know what this is, I know exactly what this is. He said in our last Jail Committee meeting we had a discussion how to circumvent the whole thing about exercise. He said I think it was a period of time, if an inmate was in your facility a certain amount of time then you had to provide them these services so the conversation was how can we move people from our facility to another facility to circumvent that time period. He said that's, I think that's how this has come about. He said it really had nothing to do with our facility but pretty much making sure we could circumvent that they could say we're not getting the opportunity for exercise because once they left our facility and went to someone else's facility that cleared it up.

Commissioner Richardson said well, back to the Hood Richardson plan, you don't keep them in there long enough for this to become an issue and we very rapidly moving into that at this point and time. He said now, this thing was circulated to people that I've never heard of, I never thought they had an interest in the jail at all so one of the

things I keep wondering is what's going on in the background. He said the Jail Committee, like all committees, is advisory to the Board of County Commissioners. He said the Jail Committee doesn't have the authority to ask the Attorney to do anything. He said you've got to come to the Commissioners. He said he works for the Board; he doesn't work for the Jail Committee. He said this gets back to what I keep complaining about, not everybody on the Board knows everything that's going on, stuff is held back, it's kept in places then all of a sudden something is thrown on your table, like buying a fire engine. He said oh, everything is okay, all you've got to do is approve this.

Commissioner Booth said let me ask you a question, we hear whole heartedly what you're saying and we're all guilty of this I think, except me, I don't do it, but you passed out these letters and I'm sitting right beside Commissioner Walker and you didn't give me one. He said you gave it to him, Commissioner Deatherage, but you gave him one before the meeting started, am I correct.

Commissioner Walker said yes.

Commissioner Booth said bingo.

Commissioner Richardson said I told him I would.

Commissioner Booth said but you didn't give us all one.

Commissioner Richardson said I figured everybody knew about it.

Commissioner Booth said but I didn't.

Commissioner Richardson said see, you're making my point and that is there's a lot of going on around here that the rest of the Board doesn't know about and when you start hiring lawyers.

Vice-Chairman Langley said let me say this, the Jail Committee has at no time implemented anything. He said as a matter of fact when we were having this particular discussion it was simply to find out information and then bring it back to the Board as a whole. He said at no time has the Jail Committee done anything on its own.

Commissioner Richardson said when you asked the Attorney to generate this document you did and this is a damning document, as far as I'm concerned, for any future legal activity that takes place. He said more people need to be thinking.

Commissioner Deatherage said tonight is the first time I've seen this letter as well and I thank you Commissioner Richardson for getting it to me, along with everybody else. He said to the Attorney, God bless you, I remember, I've been a Commissioner since 1994, I remember the jail years ago, it was pretty bad. He said it's a lot better now. He said the jail is in better shape. He said it's clean, you can say what you want about the Sheriff but the jail is the best it's been since I've been a Commissioner, probably the best it's ever been and right now, because of Commissioner Richardson's fine work, we're moving people through there, in accordance with our District attorney. He said he's doing a great job and you all are working together hand in glove. He said we've got like 43 people in there now, 42 people in there now. He said I remember when we used to have like 85. He said maybe over 85, 120, we're moving people out of there and once this Covid is over we're going to be moving out more. He said I don't think people should languish in jail. He said I think we should have hardened criminals in jail and the other people should get out as much as possible. He said ergo, let's not build a new jail. He said now I just got this tonight. He said you guys on the Jail Committee, working with the Attorney, know a lot more than we do. He said I would like to say this, I've said it before, I was really glad when we got rid of the Solid Waste Committee, I don't' think we need a bunch of Committees. He said It's advisory, all of this is advisory. He said these things don't need to be done amongst three people and then brought to us and told this is what we think. He said we're the professionals, we've talked to professionals, you haven't, we're saving you time, do what you think we should do. He said you saw that when we needed to move prisoners and we ended up negotiating with Pitt County and

the math is going to be weird once it gets looked at. He said I think there's going to be a reckoning on the math, I guarantee we paid close to $200 a night for effective use of those cells. He said now, we were told we had to vote right then, it was a special called meeting, we didn't know anything. He said that cost us a lot of money. He said I remember Commissioner Booth you said at least it didn't cost us $1 million. He said I was hoping for a whole lot less than $1 million. He said $1 million is a lot of money to people in Beaufort County so we need to know this kind of stuff and if there's a committee and they're doing it on behalf of us, as we work as a governing body on behalf of the people of Beaufort County, we need to know the same thing you guys know when you know it. He said so this is a great example right here.

Motion: Commissioner Deatherage motioned to get rid of the Jail Committee. Commissioner Richardson seconded.

Vice-Chairman Langley said this Board is getting to the point where if we don't like a certain committee the first thing we do is pop up a "we don't need that committee anymore". He said you have people who are investing their time and doing work and I for one will not vote for you and then to just come and arbitrarily get rid of a committee because it doesn't function the way that you want it to function, I do not agree with that.

Commissioner Deatherage said Mr. Chairman....

Vice-Chairman Langley said excuse me, I hope and I pray that three other Commissioner will agree with me that we don't need to keep setting this precedent that any time we don't like a board we're going to get rid of it.

Commissioner Deatherage said Mr. Chairman, your words are duly noted. He said I would like to pull back that motion and make another motion that we get rid of all committees. He said would you amend your second.

Commissioner Richardson said I don't think that they'll vote for that.

Commissioner Deatherage said I don't think they'll vote for the other Commissioner Richardson.

Commissioner Richardson said that's okay, but I'd rather stay focused.

Commissioner Deatherage said okay, I won't pull back my motion if I can't get an amendment from my second.

Commissioner Richardson said I wouldn't do it.

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

Beaufort County School System Budget Discussion

Commissioner Richardson said I'm going to be brief with this because I've got two guys sitting over here who's opinion is influenced, heavily influenced. He said the school superintendent is jacking us around. He said we're into the fourth month now of me asking for financial information and the only reason he's not giving it is because he knows this Board doesn't support my request. He said if you're a tax payer in Beaufort County and your children have been sitting at home in front of a television set, supposedly getting an education, there's been a lot of money in a lot of different places, from the CARES ACT to Beaufort County gives them about $17 million a year. He said all I'm asking the school superintendent to do is give us the figures on the federal budget, he has a

federal budget, the state budget, and his county budget. He said he refuses to do that and as long as this Board is as weak as it is and sits here and won't back me up to look after your money, then we're going to keep doing what we've been doing, wasting a lot of your money. He said so if one of you guys over there wants to make a motion and all of us vote on it for the superintendent to send us the information, he has to do it once we start the budget, he doesn't have a choice, the statutes tell him he has to do it, but right now you're getting taken advantage of, the tax payers are getting taken advantage of. He said we don't know how they're spending this money and your children are not getting educated.

Commissioner Walker said I want to share a little information. He said Mr. Cheeseman did come to one meeting and was taken off the agenda because it was a full agenda. He said I think it was the month of November when the Sheriff came in the back door and so he was prepared then to share that information and since then the finance director has had a bought of Covid, some sickness and some other things and I know that for a fact. He said he's the guy that pulls this stuff together so I think you're going to get it, it just didn't happen this month but it may well happen next month if you so request it, but I don't think he's hiding this stuff.

Commissioner Richardson said with all due respect Commissioner, I would say to the school system if they're that weak in what they're doing and they don't have a second in command that's capable of doing what this other guy can do, they've got some serious management problems.

Commissioner Booth said I'm not heavily influenced, he might be, but I want to remind you of one thing, and I hope you don't forget it. He said no one Commissioner on this Board has a weighted vote. He said if you ask for something, and you can go tomorrow and ask as a citizen. He said I don't appreciate, because we don't do what you want us to do, you say we're weak.

Commissioner Richardson said it is a weak Board.

Commissioner Booth said I could say some different things about you but I'm going to rise to a higher level than you are but just think about it, it's not only your way. He said there's seven of us here. He said if you don't get four votes then you're just chasing a ghost in the snow.

Commissioner Richardson said financial information should be available regardless of who asks for it continuously. He said when you're handling $60 or $70 million a year and you're telling me you've got such a weak financial system you can't, within a matter of days produce this information, I'm telling you there's something wrong.

Commissioner Booth said go by their office tomorrow. He said if it's the law that he's got to give it to you then go by the office tomorrow.

Commissioner Rebholz said we all got, I think, Ms. Mosher's email that says he's going to be here in February, that he's committed to do, be here at the next meeting.

Commissioner Richardson said I don't remember seeing that.

Commissioner Rebholz said then you didn't look at your e-mail.

Commissioner Richardson said when did that come out.

Vice-Chairman Langley said it came out today. He said I got it as well.

Commissioner Rebholz said it came out at 2:30 PM.

Commissioner Richardson said I left my office at 2:00 PM.

Lockdown and Public Policy

Commissioner Richardson said we've already said a lot of what can be said about the lockdown, but the lockdown is becoming more and more of a disaster and the general public is becoming more and more aware of how abused they are by certain political leaders. He said the political aspects of the lockdown are essentially over with, they defeated President Trump, that's what they set out to do. He said in doing so they've destroyed a lot of people and education. He said it's the first time in history that we have ever shut the entire government and everybody down. He said we know how to handle these things. He said historically pandemics have been handled with quarantines but no, this one was done in a political way. He said it's the first political disease that we've ever had in the world, and it is a political disease. He said people are scared to death. He said I showed, tonight, with the aid of the Health Director, that the only people dying with this disease already have compromised health systems in one form or another. He said I talked to a man this week, he's 50 years old and he said I've got it but I would not know that I had it unless I had been tested because he said he's got a little bit of a runny nose, and feel like I've got a mild virus. He said it's people that are at risk that are dying from this and I want to, again, say that Beaufort County, I think we voted that the County should be opened up, was this sent to the Governor.

Ms. Mosher said yes sir, it was sent regular mail.

Commissioner Richardson said can you make an inquiry to the Association of County Commissioners as to how many counties have done resolutions to open up because I think it's time that the public start becoming a lot more aggressive than they have been about this because the invention of the new strain, these viruses are mutating every day. He said there's a new strain every day. He said there will be another new strain after this strain if it means keeping things locked down so that these tyrants who are elected to public office can say in control. He said how do you think we got this strain, it's a mutation from another strain. He said there will always be another strain so the public needs to start demanding more from their public officials and I would say that the people that need protecting are the same people that the Health Director described tonight and that is people that are over 65 years old and have compromised immune systems or health systems in one form or another. He said other than that these people should be allowed to go back to work, and we should start doing business as usual because this nation is being destroyed with this. He said to the business about oh gee, isn't it wonderful that taxes are up and they're not going down, you're not going to see bad taxes for another year or so. He said it takes one or two years for people to use up all of their resources and finally drop into poverty. He said you haven't seen the beginning of this thing yet. He said you're seeing the bad part of this so it's time for people to start becoming very aggressive with their elected officials.

Commissioner Deatherage said I agree with most of what you said. He said there is one issue, one thing I take issues with. He said while co-morbidities are a big part of what's killing people, there are some folks that are healthy that are dying. He said it's rare, it's extremely rare but it is happening. He said I have a friend who's older, he's in very good shape, he's a man's man, doesn't smoke, hardly ever drinks and he's got it right now and we're watching him daily to make sure he's not going to go to the hospital and once you go to the hospital, you know, you're chances go down for some reason. He said I guess you're just that sick. He said having said that, the premise of everything Commissioner Richardson said is correct. He said we live, we die, there's no guarantee you're going to make it every day and it's sad but there are sicknesses that claim people. He said right now flu is down tremendously. He said people are not dying from flu, they're dying from Covid and other things. He said again, what the Health Director says, if he died from a heart attack, he tested positive for Covid they're going to put he died from Covid. He said why are they doing that, because hospitals get $35,000 if he goes to the hospital, that's why they're doing it. He said there's a financial incentive to claim Covid. He said having said that this is a very serious disease and it will probably mutate into something worse at some point but we're probably going to kick it. He said Operation Warp Speed was a huge success and what we're finding out is these guys think they can meet the challenge no matter how it mutates. He said I would suggest we all go get our vaccine as soon as it becomes available. He said I know I'm going to get mine; Commissioner Richardson is going to get his next week.

He said but we need to do what we need to do. He said we don't ever need to shut down this County again. He said the Governor acted unconstitutionally by telling everybody we're going to shut down with emergency powers. He said we're going to speak to this later with the resolution that I have. He said but he acted unconstitutionally, and a lot of governors did it and after 10 months of Covid we're finding that the governors acted unconstitutionally and continued to act unconstitutionally after the fear subsided. He said those states are doing worse now than the states where the governor's managed the problem and said listen, go about your business, we're going to open up, we're going to try to do what's right, we're going to make adjustments but we're going to try to keep going. He said this governor didn't do that and he scared a lot of people and it was political. He said you're right about it being a political disease. He said if nothing else it was a political disease. He said I will always refer to this president, this imposter president, should he become the president, as Covid Joe, I warn you now.

Resolution on County Borrowing

He said I'll be brief, this is a short resolution, we have a new Board and it's necessary to set a new policy on borrowing and this is what the resolution says, he then read the following:

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.*

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

Commissioner Deatherage said I would just like to say as a Board, as a new Board we need to pass this motion. He said we need to be resolved that we will never, ever try to go around the people again for large sums of money. He said I understand this is all around large sums of money but large sums of money for utilities, for the public good, for the public use should be voted on by the public. He said that's what referendums are about, it's about money. He said it's not about whether you approve of it or not it's about whether you approve to spend the money or not. He said you have my vote and my second.

Commissioner Rebholz said I took the opportunity to look up from the School of Government their opinion on this issue and I'm not clear on what that is so Mr. Francisco can you comment on what you think on this.

Mr. Francisco said yes, I can say a couple of things. He said there are many sections to Article 5, one of which is section 14, which is left out of all of this, never mentioned, or at least from what I saw it was never mentioned and that section starts off by saying, this is called project development financing, not withstanding section 4 of this article, the general assembly may enact laws authorizing any county, city or town to define territorial areas for a county, city or town and borrow money to be used to finance public improvements. He said it goes on and

on and it's, it's that long, just that one section. He said I would say this says a lot more than it really can say under the totality of this article 5. He said that's about all I can say.

Commissioner Rebholz said one of things that was pointed out was that if section 5 authorizes the County to go ahead and use, pass a bond that you cannot do a referendum. He said that's illegal.

Commissioner Richardson said no, that's wrong.

Commissioner Rebholz said Commissioner Richardson I'm glad you are the chief legal expert here.

Commissioner Richardson said I can read as well as anybody else can.

Commissioner Rebholz said okay, do you want to read this.

Commissioner Richardson said no, I'm not listening to that because I know better. He said I don't know where you got that from. He said I am referring to this, the part of this resolution refers to Article 5, section 4, the part that we have talked about in here and it's a policy decision by the Board. He said you didn't live in North Carolina at the time so you didn't know but Senator Basnight had the constitution amended and he had a lot of stuff put in here that was intended to circumvent the intent of Article 5, Section 4 and that's what you're reading from. He said I'm going by the original intent of the Constitution of the State of North Carolina which reads you can't borrow money without the approval of the voters and that's what I'm asking for a policy of. He said now if you're going to say we don't care about the constitution, we're going to do whatever we want to then you can do that but you're on the spot. He said tell the taxpayers where you are on the issue.

Mr. Alligood said just to clarify the conversation. He said the constitution does require that there be voter approval if the Board of Commissioners pledge the faith and credit as the backing for the borrowing. He said that means that you are pledging your taxing authority. He said the general assembly has put in programs that allow you to not pledge the taxing authority. He said those are things like revenue bonds, installment purchase financing, special obligation bonds, public development financing and the legal opinion of the School of Government is that is the only mechanism that you are allowed, if you do a GO Bond you have to have voter approval but any other type of financing you do, you don't have to and in fact in their opinion you're not allowed to because, what they write is that here, here was the piece of it. He then read: *Given the vocal opposition to the proposed soccer arena project by number of citizens, could the governing body to decide to hold a voter referendum on the project or on the proposed capital financing method even if it is not statutorily required. The answer is likely no, a local government needs specific authority from the general assembly to authorize a voter referendum. None of the authorized debt referendum, other than GO Bonds, authorize a governing body to seek direct voter approval in the form of a voter referendum.* He said so there are mechanisms for you to borrow money in the statute if you so choose to use them. He said if you chose to use a GO Bond you have to get voter approval so it's a policy decision by the Board as to how you want to borrow money in the future.

Commissioner Deatherage said I guess the way I understand it is you have the general statute, or you've got the constitutional Basnight plan, let's let the people decide referendum plan. He said I think what we're asking with this resolution, authored by Commissioner Richardson, is which plan you want to go with. He said it's that simple, A, the Basnight plan or B, the people plan. He said make a decision, let's take a vote.

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

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

Live Streaming Meetings

Commissioner Walker said last month we had a discussion on upgrading the video and in that I mention live streaming the video and Commissioner Waters said he would be for that, so I had it put on the agenda tonight. He said I think with Covid, such as it is, and the system that we have I think it's something we should look at. He said I know it's down here for decision but I'm not coming to you with an amount of what it would cost, it may not cost anything. He said we may have the means to do it and we don't even know so what I'm suggesting is we get up with the people who put in the equipment to begin with and see what it's going to take to do that and then go from there. He said once we know that we can do it, put it on the social platforms, the County website then let people know that it's there live and on a recurring basis like it is now. He said so I guess I'm asking you blessing to have the County Manager to contact this guy to see if it can be done, and I know it can be done, but how it needs to be done.

Vice-Chairman Langley said we can simply direct the Manager to just follow through.

Mr. Alligood said my understanding is it just needs an encoder to do that. He said we'll be glad to check with the vendor who put it in because I think the originally set it up to do that with an encoder. He said there may be an encoder back there, I don't know, the Board just hasn't gone in that direction but if you want to go in that direction, we can certainly do that.

Commissioner Walker said in the brief conversation I had with him he said yeah, we're ready to do that now so we may have the ability to do that, so a call and a quick conversation is all it takes.

Resolution in Support of Concealed Carry for Beaufort County Employees in Many of Beaufort County Government's Buildings

Commissioner Deatherage said this is going to be the resolution we talked about some time ago. He said I dusted this old resolution off, added a couple of things, probably need to change a few things but we'll get to that in a moment. He said we have a new Board and it's a new year and I want to bring it forward. He said I mentioned earlier that I have a different understanding, a different idea how we can protect our government buildings and our people. He said I'm a big Second Amendment guy, I think we should use that whenever possible. He said I understand we need security. He said I believe we need SRO's in schools, in high schools especially so we can find out if there is any drug activity, bust people, to people safe and break up fights, that sort of thing. He said I also believe the best way to ever discourage anyone that has ill intent towards our public, that they be lambs and these people are wolves and they will go after the weak and if they know this is a hardened place, a hardened building, they're going to be less likely to attack. He said we've talked before about you see our buildings and you've got a sign with a gun and a cross going across it. He said it's a gun free zone. He said they laugh about that, that's a free fire zone for wolves. He said this motion that I'm looking for, this resolution is to harden our people, our employees if they are duly licensed to conceal carry, if they have the permit, in those buildings. He said the can protect themselves and by virtue of protecting themselves they will protect their fellow workmates. He said now if they want to go and tell people they've got a gun, I sure wouldn't tell people I've got a gun and I was on County business but that's their business. He said without any more ado, and you guys can fully comment on this later, this is a very important issue for protection. He said right now, let me digress, right now we're talking about some crazy times in America. He said people are going to be hurt and they're going to see government going on, taking their money, raising taxes, taking their property, we're giving people raises every year and they're going to feel like their left out, that's how people are going to feel. He said do you really want that person to go in and have the ability to shoot you at one of our facilities. He said I don't. He said nobody should be able to take someone else's life unless it's in pure defense.

Vice-Chairman Langley said Commissioner Deatherage.

Commissioner Deatherage said do you have something to say.

Vice-Chairman Langley said you're not saying anything, you haven't had your mic on.

Commissioner Deatherage said I was speaking loudly so I think I was being heard. He said I'll digress again by reading the resolution. He then read the following:

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.*

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

Commissioner Rebholz said the last time we voted on this we included on this one of the buildings that wasn't going to be allowed was DSS because they came in and made a passionate plea.

Commissioner Deatherage said I didn't agree to that.

Commissioner Rebholz said yeah, we did.

Commissioner Deatherage said there were people there working inside the building that wanted it.

Commissioner Rebholz said no they didn't, they didn't want it.

Commissioner Richardson said that's not what the employees tell me Commissioner Rebholz.

Commissioner Rebholz said I'm just asking. He said you included it last time.

Commissioner Deatherage said I don't remember that. He said I do remember, specifically, that we talked to the Manager when we first set it up to have the Manager come back to us with plans and I think the Manager said listen, these guys are licensed, I don't think there's anything I can do, isn't that right Mr. Alligood.

Mr. Alligood said I don't think the Board ever got that far. He said you never passed it.

Commissioner Deatherage said I don't think you want to be above all of that do you. He said we're approaching this again after many months. He said I think I'm going too far with this by putting you in the middle of this and you can withdraw if you wish.

Commissioner Richardson said just ask the Manager to provide rules. He said he can get them from any place that he wants. He said there's plenty of other counties that have adopted it.

Mr. Alligood said my suggestion to you would be that you get the County Attorney involved because it needs to be a solid legally appropriate ordinance, or resolution and we can certainly look at our neighboring counties. He said I know that Pitt County has been through a similar piece, if that's the desire of the Board. He said I think Pitt County surveyed their employees, I think they came back and made some adjustments so if that's the direction the Board wants to go, we can certainly do that. He said I would caution you that this is not something that would need to happen tonight, based on a resolution, and tomorrow be open for weapons.

Commissioner Deatherage said I'm in full agreement of that. He said this is just the first step.

Commissioner Walker said that was my question. He said I was called about this today and they said Pitt County has had this for some time and as far as they know, has had no incidents of anybody doing anything. He said does anybody know if that's true or not, I don't know either.

Commissioner Deatherage said I think the adage here is, and it goes without saying, it's better to have a gun and not need it than need a gun and not have it.

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

Mr. Alligood said so give me some direction on what you're looking for us to do because what I heard was, I mean, tell me the next step for me as the County Manager. He said do you want me to start putting stuff together from other counties because otherwise, it sounds like to me, based on this, you can walk in tomorrow with your firearm.

Commissioner Richardson said no, this is all pending the approval of what you present.

Mr. Alligood said okay, I just want to be clear on what the next step is for us.

Commissioner Deatherage said since we're not taking that manager piece out of this, I think it has it in here that you will bring stuff back to the entire Board.

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 said I spoke, we were talking about Covid and how the governor seeked emergency control powers to do a lot in this state and he had no statutory authority to do so and he did it while the general assembly was out of session. He said now the way that the constitution provides for the general assembly to be called back in session is the governor can call them back in session or they can call themselves back in session with a 60% vote plus they've got to have the mayor pro-tem and the speaker of the house in favor of it. He said in

a politically charged environment, which we have in North Carolina and all around the nation now, it's going to be real hard to get 60% of the vote. He said now the only way you can change this is to change the constitution by amendment. He said what his resolution asks is that we see that there is a need that there be that the general assembly is in session at critical points in time in a governing year such as 2020. He said it was a crazy year, I mean think about it, we held an unconstitutional election in North Carolina by virtue of the general statutes not being followed by the state Board of Elections and they did it because they had a consent decree, a number of them. He said some of them got turned over in federal court but eventually we ended up not counting votes by 12 or 13 days after the election. He said that was an unconstitutional election. He said it didn't really affect the presidential vote, it might have affected some other votes but that was a problem the general assembly couldn't call themselves back into session and reign in that governor. He said as you all know I'm a big advocate of free and fair elections. He said I know that's not popular with some of you, but I am an advocate of that. He said if we're going to be able to do this right, we're going to have to change the North Carolina Constitution. He said the general assembly is going to have to start that process and then talk about referendum, we all vote on it. He said we're going to have to have voter ID starting in the next election, why, it's in the state constitution, it's in the courts, it is proper to do. He said that's the way it works so, I've explained this to you, I'm going to read the resolution. He then read the following:

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 the 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.*

Commissioner Deatherage said think about it, let's say we had a republican governor, a republican attorney general that did the things they did, which in many states would've gotten them impeached. He said what if we had republicans and then we had a democratic majority in the house and the senate. He said wouldn't you want them to be able to recall themselves back into session to stop the republican executive branch from doing what the executive branch did. He said now I didn't talk about Covid so terribly much, but this was happening before this. He said this was terrible year for North Carolina governing. He said it was a bad year and this needs to change and they can do it in the general assembly now by setting within the constitution an amendment allowing themselves to be recalled by a simple majority vote.

Commissioner Richardson said I'm going to second it because it is even handed. He said it applies equally one way or the other.

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

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

No action taken due to tie vote.

Closed Session

Ms. Mosher read the Board into closed session.

Motion: Commissioner Richardson motioned to go into closed session. Commissioner Deatherage seconded. The vote was unanimous.

Motion: Commissioner Booth motioned to come out of closed session. Commissioner Walker seconded. The vote was unanimous.

No action was taken resulting from the closed session.

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

Adjourned at 9:57 PM

Respectfully submitted to you by:

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

ADDENDUM 1

Items for Consent

1. Budget Amendment, DSS
2. Budget Amendment, Health Dept
3. Health Dept Fee Request
4. Surplus, Health Dept
5. Surplus, Register of Deeds
6. Advertise Delinquent Real Property Tax
7. Tax Collector Refunds Over $100
8. Tax Assessor Refunds
9. Fireman Relief Fund Board Appointment
10. Minutes Approval

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 Corprew	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. _____	

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
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 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. _____	

	true BLTPREG 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 820117	576166	12/21/2020	AHEATH	0000032793-2020-2020-0000-00	REI	$7,399.39	$145.20		

Overpayment p.v# 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.v# 6613-09-8657 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.v# 6607-92-6626 BLTPREG

WOOLARD, WAYLAND STEVE 100 BLUEBIRD LN WASHINGTON BEAUFORT NC 27889

BLTPREG 817864	576047	12/07/2020	0000004364-2020-2020-0000-00	REI	$4,636.25	$4,636.25			

Overpayment p.v# 6601-56-4345 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 W2 ~~Business Personal~~ p.v# 7604-66-5206 BLTPREG

BETTS, JOSEPH S 620 MCGEE ROAD BENSON BEAUFORT NC 27504

BLTPREG 819019	576110	12/14/2020	0000029438-2020-2020-0000-00	REI	$368.36	$105.98			

Overpayment p.v# 5685-47-8833 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.n# 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.# 5675-98-1218								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.# 7612-08-3316								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.# 6601-50-4345								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.I# 7604-66-5206 BLTPREG **BETTS, JOSEPH S 620 MCGEE ROAD BENSON BEAUFORT NC 27504**								
☐	true BLTPREG **817384**	**57602 5**	12/04/20 20	0000044232-2020-2020-0000-00	RE I	$141.84	$141.84	
Overpayment P.I# 6603-59-4507 BLTPREG **WEBB, JAMES MARTIN 669 REST HAVEN RD BATH BEAUFORT NC 27808**								

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								

NCVTS Vehicle Appeal Workflow Admin Options Help CAMBROSE2 Search Abstract #

NCVTS -> Vehicle Tax -> Refund Approval -> Daily Refund

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	Adjustmen 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 NONPROFIT	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

ADDENDUM 2

Settlement of Property Tax Case

Ms. Jones,

The Beaufort County Assessor's Office has reviewed 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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ADDENDUM 3

Blount's Creek Fire Department Firetruck Lease

(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

ADDENDUM 4

Budget Amendment, Emergency Services

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. _____	

ADDENDUM 5

Performance Grant to the EDPNC Project River Breeze

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 informat1on 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

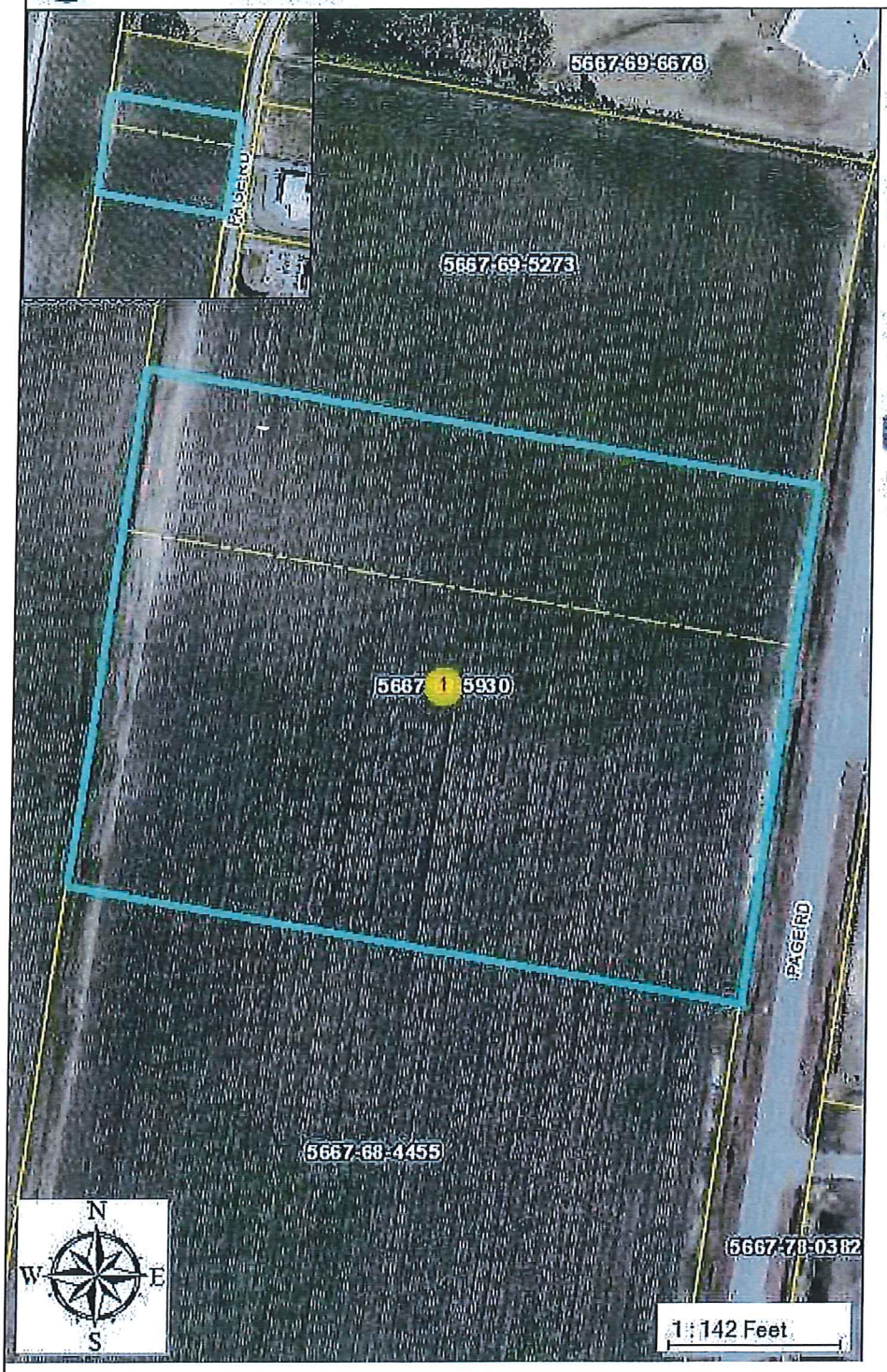
Joint Economic Development Agreement
Between Beaufort County and CleanAire LLC
operating as Pamlico Air

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



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

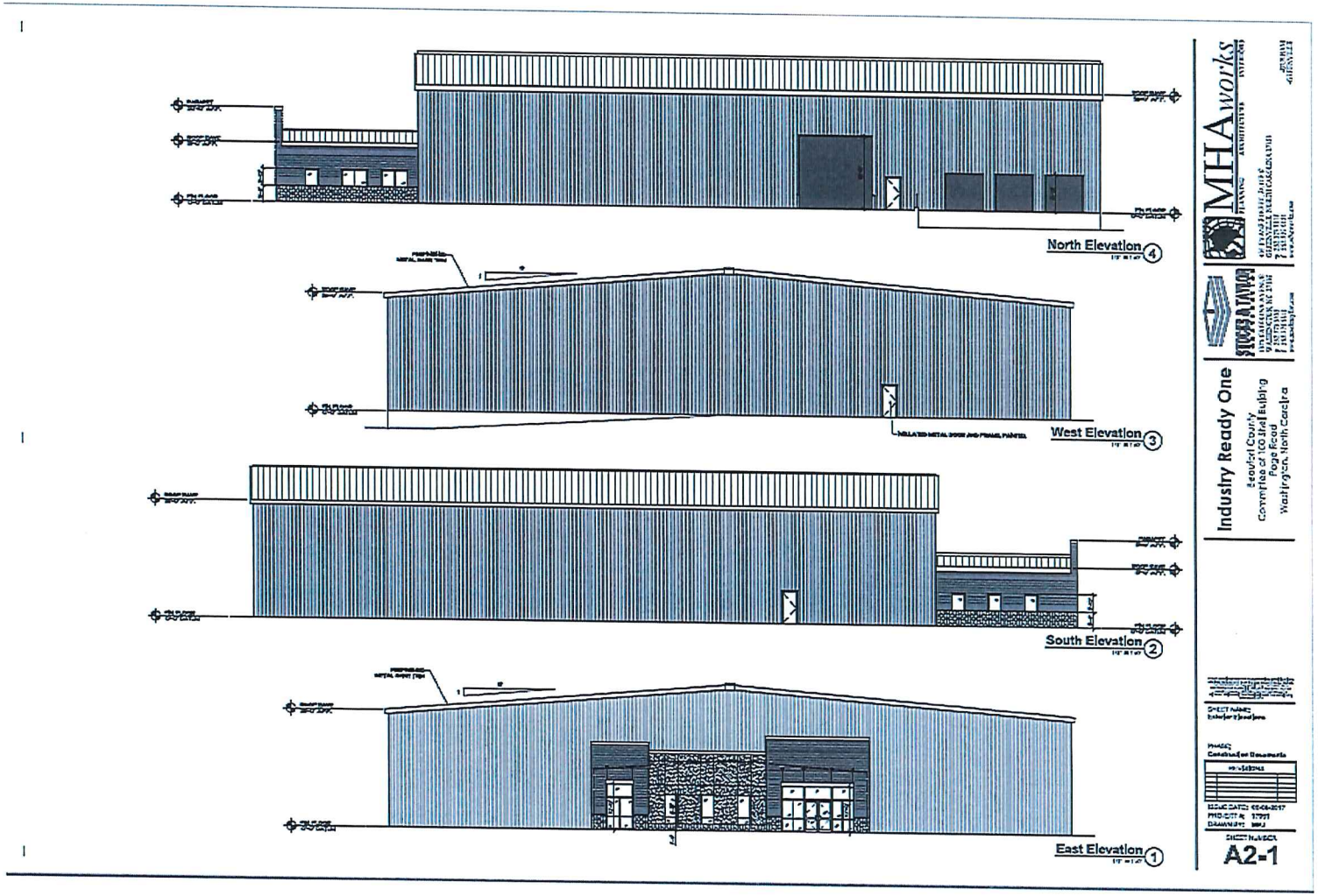
BEAUFORT COUNTY NC COMMITTEE OF 100
INDUSTRY-READY BUILDING



BEAUFORT COUNTY COMMITTEE OF 100

BEAUFORT COUNTY
ECONOMIC DEVELOPMENT

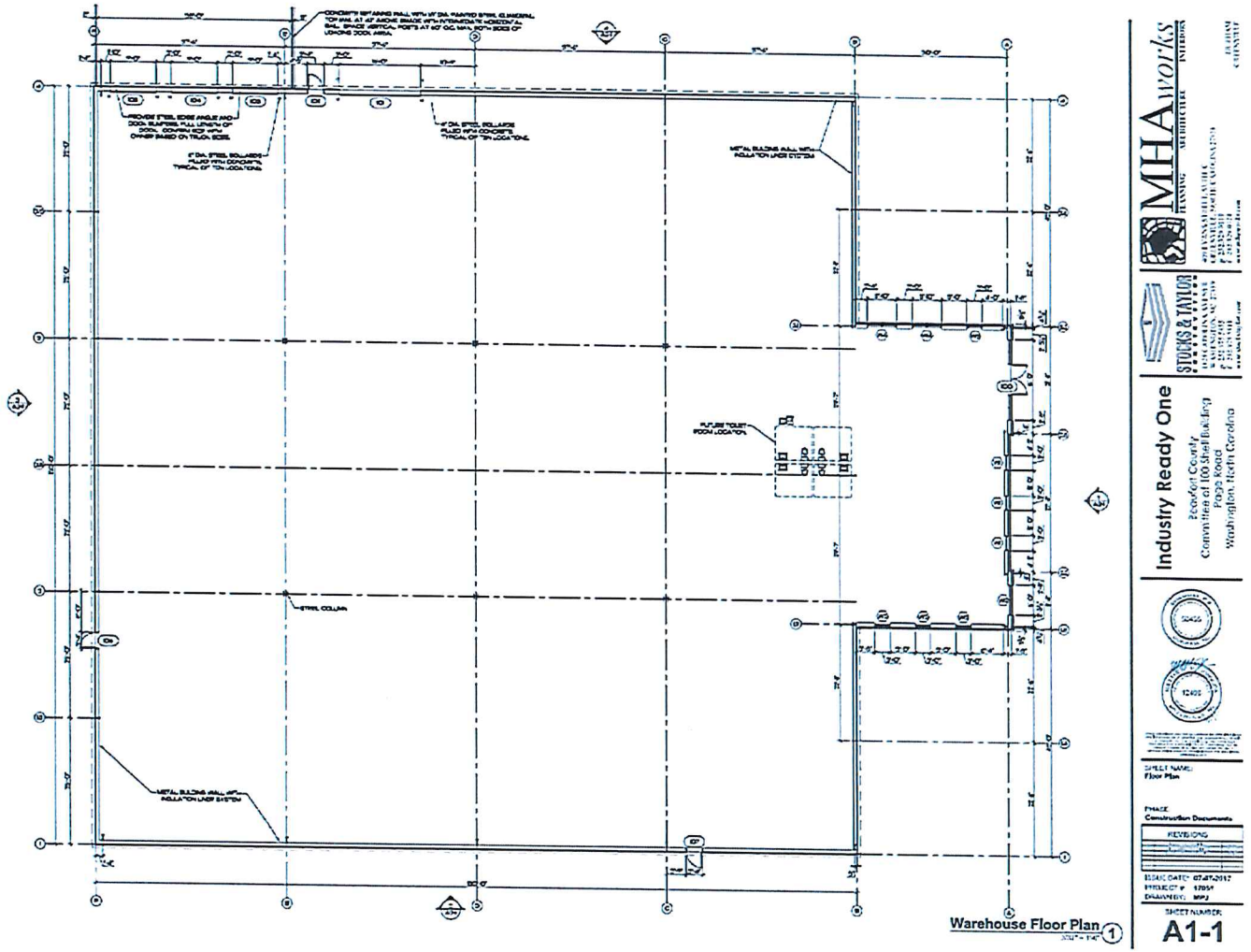
BEAUFORT COUNTY NC COMMITTEE OF 100
INDUSTRY-READY BUILDING



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

ADDENDUM 6

OneNC Grant for Project River Breeze

DocuSign Envelope ID: 8C749793-4437-4A82-BBA2-188B21AAD958

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.

DocuSign Envelope ID: 97B0A699-9A1C-4341-A87A-8B5142CCFDBF

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.

DocuSign Envelope ID: 97B0A699-9A1C-4341-A87A-8B5142CCFDBF

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

DocuSigned by:
Elizabeth Crabill
5A87ADF0B58C46F...

Date: _____ By: _____

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 101 for 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 15th day of Dec, 2020

(Official Seal or Stamp)

My Commission expires on June 12, 2024

MELISSA DAVIDSON NOTARY PUBLIC BEAUFORT COUNTY, NC

ADDENDUM 7

Pay Plan Implementation

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 Medical Records Assistant III Processing Assistant III		26,861	42,978
58	Practical Nurse I		28,070	44,912
59	Accounting Clerk IV Administrative Support Assistant Deputy Register of Deeds EMT - Basic Medical Records Assistant IV Processing Assistant IV Water Meter Reader		29,333	46,933
60	Customer Service Representative -Land Records Foreign Language Interpreter I Records Specialist Tax Customer Service Representative Utility Customer Service Representative Water Distribution System Mechanic		30,653	49,045
61	Accounting Technician II Administrative Specialist Animal Control Officer Elections Specialist EMT Intermediate Income Maintenance Caseworker I Maintenance Technician Permit Technician Processing Assistant V Telecommunicator		32,032	51,251
62	Finance Technician Senior Tax Customer Service Representative Senior Water Distribution System Mechanic Utility Customer Accounts Specialist Water Treatment Plant Operator		33,473	53,557

GRADE	CLASSIFICATION	FLSA STATUS	HIRING RATE	MAXIMUM
63	Accounting Technician III Administrative Assistant I Computing Support Technician II Delinquent Tax Collections Specialist Detention Officer Foreign Language Interpreter II Income Maintenance Caseworker II Tax Revenue Technician Water Quality Technician		34,979	55,966
64	Assistant Register of Deeds Deputy Sheriff Emergency Management Specialist Human Resources Specialist Land Records Specialist Meter Services Supervisor Paramedic Senior Elections Specialist Senior Water Treatment Plant Operator Social Worker I		36,553	58,485
65	Administrative Assistant II Business Personal Property Appraiser Community Employment Case Manager Detention Shift Supervisor District Resource Conservation Specialist Income Maintenance Caseworker III Income Maintenance Investigator II Income Maintenance Supervisor I Medical Laboratory Technician II Public Health Education Specialist Senior Delinquent Collections Specialist Senior Water Quality Technician Tax Customer Service Supervisor Telecommunications Shift Supervisor		38,198	61,117
66	Benefits Coordinator Building Codes Inspector Deputy Sheriff Corporal Deputy Sheriff Investigator Finance Specialist Nutritionist II Sheriff Administrative Services Supervisor Veterans Service Officer		39,917	63,867
67	Administrative Assistant III Detention Administrative Services Officer EMS Shift Supervisor Income Maintenance Supervisor II 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

ADDENDUM 8

Blount's Creek Fire Department Revisited

OPINION OF LESSEE'S COUNSEL
(PLEASE REPRODUCE ON LETTERHEAD

DATE

(Date After Town/County Acknowledgement)

LESSOR: HomeTrust Bank
PO Box 10
Asheville, NC 28802-0010

Re: Municipal Lease and Option Agreement dated as of 11/18/2020 by and between HomeTrust Bank as Lessor, and Blounts Creek Volunteer Fire Department, Inc.

Gentlemen:

I am counsel for Blounts Creek Volunteer Fire Department, Inc. (the "Lessee"), and pursuant to the above referenced transaction. I am familiar with the Municipal Lease and Option Agreement (the "Lease") dated as of 11/18/2020 by and between HomeTrust Bank as Lessor, and the Lessee.

Based on the examination of this and such other documents, records, and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. **The Lessee is a public body, corporate and politic, or an authorized On Behalf of Agency of the State of North Carolina, is a qualified Section 103(a) entity under the Internal Revenue code of 1986 as amended and is a "Qualified Fire Department" within the meaning of Section 150(e) of the Internal Revenue code of 1986, as amended and is authorized by the Constitution and laws of that State to enter into the transactions contemplated by the lease and to carry out its obligation thereunder.**

2. **The Lease Agreement and the Schedules and Attachments thereto including but not limited to Schedule A -Equipment List, Schedule B - Payment Schedule, Incumbency Certificate/Corporate Resolution, Delivery and Acceptance Certificate, Tax Revenue pledge and Security Agreement as set forth above has been duly authorized, executed and delivered by the lessee and constitutes a valid, legal and binding agreement enforceable in accordance with its terms.**

3. **No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.**

4. **The entering into and performance of the Lease and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the equipment pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Lessee is a party or by which it or its assets may be bound.**

5. **There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Lease.**

6. **Any equipment included in the lease is personal property and, when subject to use by the Lessee, will not be or become fixtures under the laws of the State referred to above.**

7. **All required public bidding procedures regarding the award of the lease have been followed by the Lessee.**

8. **It is my opinion that the interest payable on this Lease is exempt from Federal Income Taxation under the Internal Revenue Code as currently amended.**

Very truly yours,

Signature: _____

Name: _____

Title: _____

INCUMBENCY CERTIFICATE/CORPORATE RESOLUTION

I, Christopher Dwight Williams, Secretary of Blounts Creek Volunteer Fire Department, Inc. a North Carolina Corporation (herein the "Corporation"), do hereby certify:

1. That I am the duly elected, qualified and acting Secretary of the Corporation and have the custody of the corporate records, minutes and corporate seal.

2. That the following named person(s) has/have been properly designated, elected and assigned to the office in the Corporation as indicated below; that such person(s) hold(s) such office at this time and that the specimen signature appearing beside the name of each officer is his or her true and correct signature.

NAME	TITLE	SIGNATURE
Michael Glenn Jones	President	_____

3. That a meeting of the Board of Directors of the Corporation was duly called, convened and held on _____, at which meeting a quorum was present and voted throughout and approved the following resolution:

WHEREAS, the Corporation wishes to enter into a Municipal Lease and Option Agreement ("Lease") dated 11/18/2020 by and between HomeTrust Bank as "Lessor" and Blounts Creek Volunteer Fire Department, Inc. as "Lessee";

WHEREAS, all lease payments due by the Corporation pursuant to the Lease for fiscal year ending June 30, 2022 are within an available, unexhausted and unencumbered appropriation;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation be, and hereby is, authorized to enter into the Lease with HomeTrust Bank for a period of 18 years, and be it further;

RESOLVED, that the above named officer(s) of the Corporation be, and hereby is/are authorized, empowered and directed to sign on its behalf, the Lease and any addenda, schedules, notes, UCC Financing Statements or any other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with the fulfillment of the provisions of the Lease; also to include the _____
to be included in the signing of any disbursements, and be it further;

RESOLVED, that the Corporation has not and will not issue more than $10 Million in debt during the fiscal year in which the Lease is written, in order that this transaction be in compliance with the "Small Issuer Exemption" as defined in Section 265(b) of the *Internal Revenue Code of 1986*, as currently amended.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this 11/18/2020.

_____
Secretary

Seal of Corporation

Date: 11/18/2020

MUNICIPAL LEASE AND OPTION AGREEMENT

No.
Date: 11/18/2020

LESSOR: HOMETRUST BANK
Address: PO Box 10
City: Asheville **State:** NC **Zip:** 28802-0010
Contact and Title: John M. Tench, Senior Vice President
Telephone No. 828-684-5643 !

LESSEE: Blounts Creek Volunteer Fire Department, Inc.
Address: Post Office Box 5 - 13965 NC Hwy 33 East
City: Blounts Creek **State:** NC **Zip:** 27814
Contact and Title: Chris Williams, Secretary
Telephone No. 252-322-5242

LOCATION OF EQUIPMENT IF OTHER THAN ABOVE ADDRESS OF LESSEE.

Address: **City:** **County:** **State:** **Zip:**

TOTAL EQUIPMENT COST	LEASE TERM	COMMENCEMENT DATE	NO./AMOUNT OF RENTAL PAYMENTS
$397,950.26	No. Payments 18 ☐ Monthly ☒ Annual ☐ Other	1st Payment Due_____ ☐ Advance ☒ Arrears	See Schedule B -- Payment Schedule attached hereto and made a part hereof ("Payment Schedule").

ARTICLE I: COVENANTS OF LESSEE.
Lessee represents, covenants and warrants, for the benefit of Lessor and its assigns, as follows:

Section 1.01: Lessee is a public body, corporate and politic, or an authorized On Behalf of Agency within the meaning of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder, (The Code), duly organized and existing under the Constitution and laws of the State in which it is domiciled ("State"), and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic or an On - Behalf-of Agency.

Section 1.02: Lessee has been duly authorized to execute, deliver and perform this Municipal Lease and Option Agreement ("Agreement") under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause an opinion of its counsel in form acceptable to Lessor to be executed and delivered to Lessor.

Section 1.03: During the Term the Equipment will be used by Lessee only for lawful purposes of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority, and will not be used in a trade or business of any person or entity other than the Lessee.

Section 1.04: During the Term, Lessee will annually provide Lessor or its assigns with current financial statements or budgets for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested.

Section 1.05: The Equipment is, and shall remain during the Term, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures and will have a useful life in the hands of the Lessee that is substantially in excess of the Term.

Section 1.06: Lessee has not and will not issue more than $10 Million in debt during the fiscal year in which this Municipal Lease and Option Agreement commences in contravention of the bank eligibility ceiling provisions of the Internal Revenue Code of 1986, as amended.

ARTICLE II: DEFINITIONS.
The following terms will have the meanings indicated below unless the context clearly requires otherwise:

Section 2.01 "Equipment": means the equipment selected for acquisition and use by the Lessee as more fully described in the attached Schedule A Equipment List and all replacement parts, substitutions, accessions, attachments and additions thereto.

Section 2.02 "Lease Payment": means the periodic payment described in the attached Schedule B-Payment Schedule, required to be paid by Lessee to Lessor for the use of the Equipment during the Term.

Section 2.03 "Term": means the period of time this Agreement is in force as specified in the Schedule B-Payment Schedule.

Section 2.04 "Lessor": means the entity designated on the face of this Agreement as Lessor hereunder.

Section 2.05 "Concluding Payment": means the concluding payment amount adjusted from period to period as set forth in the attached Schedule B-Payment Schedule which Lessee may, at its option, pay to Lessor in order to purchase the Equipment in accordance with the provisions of Section 10.01 below.

Section 2.06 "Vendor": means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III: COMMENCEMENT OF LEASE TERM.

Section 3.01: The Term shall commence on the date specified above ("Commencement Date") and will continue for the period specified in Schedule B- Payment Schedule Section.

Section 3.02: In the event of default in accordance with Section 13.01 hereof, Lessee agrees at it's expense, to peaceably surrender possession of the Equipment to Lessor, or its assigns, on the effective date of such default, in good working condition, reasonable wear and tear excepted, assembled and packed for shipment in accordance with manufacturer's specifications and shipped at Lessee's expense to any location in the continental United States so specified by Lessor or its assigns.

ARTICLE IV: INSPECTION AND IDENTIFICATION.

Section 4.01: Lessor and its assigns shall have the right at all reasonable times during normal business hours, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 4.02: Lessor may, at its expense, affix labels or other markings to the Equipment pertaining to Lessors interest hereunder and Lessee agrees not to remove or obscure said labels or markings.

ARTICLE V: LEASE PAYMENTS.

Section 5.01: In consideration of the mutual promises and the agreements on the part of Lessor hereinafter contained, and for Lessee's use of the Equipment during the Term, Lessee hereby agrees to pay Lease Payments in lawful money of the United States of America, without further notice or demand, to Lessor's office or such other address as may be designated by Lessor or its assigns, in the amounts and on the dates set forth in Schedule B-Payment Schedule attached to this Agreement. Each Lease Payment is comprised of, and represents payment of interest and principal, respectively as described in Schedule B-Payment Schedule.

Section 5.02: The obligation of Lessee to make payment of Lease Payments and other amounts payable by Lessee under this Agreement shall be absolute and unconditional in all events. Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising among Lessee and Lessor, any Vendor or any other person, nor shall Lessee assert any right of set-off, defense or counter claim against its obligation to make such payments or be entitled to any abatement of such payments. In the event any Lease Payment is not paid within fifteen (15) days of its due date, the Lessee shall be subject to a late charge of the Lesser of (a) 10% of the past due Lease Payment or (b) such maximum late charge as may be permitted by applicable law.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01: During the Term, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. Upon the occurrence of an Event of Default as set forth in Section 13.01, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, reasonably surrender possession of the Equipment to Lessor. Until the occurrence of an Event of Default the Lessee shall be entitled to quiet enjoyment of the use of the Equipment for the Term. Lessee hereby irrevocably designates, makes, constitutes and appoints Lessor and/or its agents and assigns, as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or non-appropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name to endorse the name of Lessee upon any Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating the equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02: To secure payment of all of Lessee's obligations under this Agreement, Lessee grants to Lessor a first security interest in the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to Lessor or its assigns, which Lessor, or its assigns, deem necessary or appropriate to establish and maintain its security interest.

ARTICLE VII: MAINTENANCE; MODIFICATION; LOCATION; TAXES; INSURANCE.

Section 7.01: At all times during the Term, Lessee will, at its own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications, provided however, Lessee shall not materially modify or alter the Equipment without Lessors prior written consent. If requested by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

Section 7.02: The parties to this Agreement contemplate that the Equipment will be located (permanently garaged in the case of vehicles) at the place specified above, which location shall not be changed without Lessor's prior written consent, and will be used for a governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor) Lessee will pay during that Term as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and, to the extent permitted by law, file all required tax forms, returns and reports relating thereto. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance: At its own expense Lessee shall cause casualty, public liability and property damage insurance in such amounts and with such insurers as are acceptable to Lessor to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequately funded self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (meaning the full replacement value (new) of the Equipment or the then applicable Concluding Payment, whichever is greater), and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall furnish to Lessor certificates and copies of policies in form acceptable to Lessor evidencing such coverage throughout the Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties.

(Continued on back)

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE A PART HEREOF.

ACKNOWLEDGED AND AGREED

Lessee acknowledges reading and receiving a copy of this Agreement and the Undersigned affirms that he has been duly authorized to execute this Agreement on behalf of the Lessee. Closing of the transactions described herein and implementation hereof is expressly conditioned upon review and acceptance hereof by Lessor's Senior Loan Committee, receipt of properly executed documentation acceptable to Lessor, and the absence of any material adverse change in Lessee's financial condition prior to delivery and acceptance of the Equipment.

LESSOR/PLEDGEE:	**HomeTrust Bank**	**LESSEE/PLEDGOR:**	**Blounts Creek Volunteer Fire Department, Inc.**
NAME:	**John M. Tench**	**NAME:**	**Michael Glenn Jones**
SIGNATURE:	_____	**SIGNATURE:**	_____
TITLE:	**Senior Vice President**	**TITLE:**	**President**
DATE:	**11/18/2020**	**DATE:**	**11/18/2020**

MUNICIPAL LEASE AND OPTION AGREEMENT

No.
Date: 11/18/2020

LESSOR: HOMETRUST BANK
Address: PO Box 10
City: Asheville **State:** NC **Zip:** 28802-0010
Contact and Title: John M. Tench, Senior Vice President
Telephone No. 828-684-5643

LESSEE: Blounts Creek Volunteer Fire Department, Inc.
Address: Post Office Box 5 - 13965 NC Hwy 33 East
City: Blounts Creek **State:** NC **Zip:** 27814
Contact and Title: Chris Williams, Secretary
Telephone No. 252-322-5242

LOCATION OF EQUIPMENT IF OTHER THAN ABOVE ADDRESS OF LESSEE.
Address: **City:** **County:** **State:** **Zip:**

TOTAL EQUIPMENT COST	LEASE TERM	COMMENCEMENT DATE	NO./AMOUNT OF RENTAL PAYMENTS
$397,950.26	No. Payments 18 ☐ Monthly ☒ Annual ☐ Other	1st Payment Due_____ ☐ Advance ☒ Arrears	See Schedule B -- Payment Schedule attached hereto and made a part hereof ("Payment Schedule").

Lessor hereby leases to Lessee the Equipment for the purposes and upon the following terms and conditions:

INSURANCE COVERAGE REQUIREMENTS

(Check appropriate box)

☒ 1. In accordance with Section 7.03 of the Municipal Lease and Option Agreement referred to above ("Agreement"), we have instructed the insurance agent named below to issue All Risk Physical Damage Insurance on the leased equipment evidenced by a Certification of Insurance and Long Form Loss Payable Clause naming Lessor designated above and/or its assignees as Loss Payee and Public Liability Insurance evidenced by a Certificate of Insurance naming Lessor and/or its assigns as an Additional Insured. (Please fill in name, address and telephone number)

VIFS
Morris Insurance Agency
321 Market St
Washington, NC 27889
252-946-6151

OR

☐ 2. Pursuant to Section 7.03 of the Agreement, we are self-insured for all risk, physical damage and public liability and will provide proof of such self-insurance in letter form together with a copy of statute authorizing this form of insurance.

OR

☐ 3. Proof of insurance coverage will be provided to you prior to the time that the equipment is delivered to us.

Lessee: Blounts Creek Volunteer Fire Department, Inc.

Signature: _____
Name: Michael Glenn Jones
Title: President
Date: 11/18/2020

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Gentlemen:

This confirms and affirms that the Equipment described in the Municipal Lease and Option Agreement referred to above (the "Agreement") is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: **Fire Protection for the Community.**

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is **25 Years.**

Our source of funds for payments of the rent due under the Agreement for the current fiscal year is **Tax Revenues and/or Appropriations.**

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: **Continued community growth and expanding tax revenues and/ or appropriations.**

Lessee: Blounts Creek Volunteer Fire Department, Inc.

Signature: _____
Name: Michael Glenn Jones
Title: President
Date: 11/18/2020

SCHEDULE A -- EQUIPMENT LIST
MUNICIPAL LEASE AND OPTION AGREEMENT

No.
Date: 11/18/2020

LESSOR: HOMETRUST BANK
Address: PO Box 10
City: Asheville **State:** NC **Zip:** 28802-0010
Contact and Title: John M. Tench, Senior Vice President
Telephone No. 828-684-5643

LESSEE: Blounts Creek Volunteer Fire Department, Inc.
Address: Post Office Box 5 - 13965 NC Hwy 33 East
City: Blounts Creek **State:** NC **Zip:** 27814
Contact and Title: Chris Williams, Secretary
Telephone No. 252-322-5242

LOCATION OF EQUIPMENT IF OTHER THAN ABOVE ADDRESS OF LESSEE.

Address: **City:** **County:** **State:** **Zip:**

TOTAL EQUIPMENT COST	LEASE TERM	COMMENCEMENT DATE	NO./AMOUNT OF RENTAL PAYMENTS
$397,950.26	No. Payments 18 ☐ Monthly ☒ Annual ☐ Other	1st Payment Due_____ ☐ Advance ☒ Arrears	See Schedule B -- Payment Schedule attached hereto and made a part hereof ("Payment Schedule").

This Schedule A – Equipment List dated as of 11/18/2020 is being executed by **Blounts Creek Volunteer Fire Department, Inc.** as Lessee and **HomeTrust Bank** as Lessor, as a supplement to, and is hereby attached to and made a part of that certain Municipal Lease and Option Agreement dated as of 11/18/2020 ("Lease"), between Lessor and Lessee. Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and Leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment:

ITEM	QUANTITY	EQUIPMENT DESCRIPTION (Include Make, Model, Serial No. and all Attachments)
	1	2006 E-One Pumper Tanker Fire Apparatus Mounted on a 2006 International Chassis and Related Equipment VIN: 1HTMKAZR56H202865
	1	2007 Crimson Pumper Fire Apparatus Mounted on a 2007 International Chassis and Related Equipment VIN: 1HTMKAZR87H494321
	1	2020 Rosenbauer Commercial Pumper Fire Apparatus Mounted on a 2020 Freightliner Chassis and Related Equipment VIN: 3ALACYFE7LDLX5333
		LESSOR ASSUMES NO RESPONSIBILITY FOR PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. EQUIPMENT TO BE INSURED BY LESSEE. VENDOR IS NOT AN AGENT OF LESSOR AND NO EMPLOYEE OF VENDOR IS AUTHORIZED TO WAIVE, SUPPLEMENT OR OTHERWISE ALTER ANY PROVISION HEREOF.

Lease Term: **SEE SCHEDULE "B"**
Payment Frequency: **SEE SCHEDULE "B"**
Commencement Date: **SEE SCHEDULE "B"**
Lease Payment Amount: **SEE SCHEDULE "B"**
Sales/Use Tax: **$0.00**
Total Payment Amount: **SEE SCHEDULE "B"**

Payable on Lease Payment Dates set forth in Schedule B.

EXECUTED ***as of the date first herein set forth.***

LESSOR/PLEDGEE:	HomeTrust Bank	LESSEE/PLEDGOR:	Blounts Creek Volunteer Fire Department, Inc.
NAME:	John M. Tench	NAME:	Michael Glenn Jones
SIGNATURE:	_____	SIGNATURE:	_____
TITLE:	Senior Vice President	TITLE:	President
DATE:	11/18/2020	DATE:	11/18/2020

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Municipal Lease and Option Agreement referred to above, acknowledges receipt in good condition of all of the Equipment above described as of the date set forth below (the "Commencement Date") and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment" and further certifies that the location of the Equipment is as stated above unless otherwise indicated below.

Lessor assumes no responsibility for performance or maintenance of the Equipment. Equipment is to be insured by Lessee. Vendor is not an agent of Lessor and no employee of Vendor is authorized to waive, supplement or otherwise alter any provision herein.

Lessee unconditionally accepts the Equipment for all purposes of the Agreement as of the Commencement Date and agrees that it will commence payments in accordance with Article V of the Agreement.

LESSEE/PLEDGOR:	Blounts Creek Volunteer Fire Department, Inc.
NAME:	Michael Glenn Jones
SIGNATURE:	_____
TITLE:	President
DATE:	11/18/2020

MUNICIPAL LEASE AND OPTION AGREEMENT
SCHEDULE B: PAYMENT SCHEDULE

LESSEE: Blounts Creek Volunteer Fire Department, Inc.

INVESTMENT: $397,950.26

PAYMENT: $29,996.52

TERM: 18 Annual Payments

COMMENCEMENT DATE:

FIRST PAYMENT DATE:

PMT NO.	PAYMENT	INTEREST	PRINCIPAL	CONCLUDING
1	$29,996.52	$13,649.69	$16,346.83	$400,683.61
2	$29,996.52	$13,089.00	$16,907.52	$382,930.71
3	$29,996.52	$12,509.07	$17,487.45	$364,568.89
4	$29,996.52	$11,909.25	$18,087.27	$345,577.26
5	$29,996.52	$11,288.86	$18,707.66	$325,934.21
6	$29,996.52	$10,647.18	$19,349.33	$305,617.41
7	$29,996.52	$9,983.50	$20,013.02	$284,603.74
8	$29,996.52	$9,297.06	$20,699.46	$262,869.31
9	$29,996.52	$8,587.06	$21,409.45	$240,389.38
10	$29,996.52	$7,852.72	$22,143.80	$217,138.39
11	$29,996.52	$7,093.19	$22,903.33	$193,089.89
12	$29,996.52	$6,307.60	$23,688.92	$168,216.53
13	$29,996.52	$5,495.07	$24,501.45	$142,490.01
14	$29,996.52	$4,654.67	$25,341.85	$115,881.07
15	$29,996.52	$3,785.45	$26,211.07	$88,359.45
16	$29,996.52	$2,886.41	$27,110.11	$59,893.83
17	$29,996.52	$1,956.53	$28,039.99	$30,451.85
18	$29,996.52	$994.76	$29,001.76	$0.00

THIS TRANSACTION WILL ACCRUE INTEREST DURING THE FUNDING PERIOD. THE ACCRUED INTEREST DURING THE FUNDING PERIOD IS DUE AND PAYABLE AT FINAL FUNDING. THE FUNDING PERIOD ENDS AT OR BEFORE ONE YEAR FROM THE DOCUMENTATION DATE. PRINCIPAL AND INTEREST REPAYMENT BEGINS ONE YEAR FROM THE DATE OF FINAL FUNDING.

IF THE TRANSACTION IS PAID IN FULL PRIOR TO THE FIRST PAYMENT DATE, THE CONCLUDING PAYMENT WILL BE CALCULATED UTILIZING THE SAME FORMULA AS IN THE REPAYMENT SCHEDULE ABOVE.

LESSOR: HomeTrust Bank

NAME: John M. Tench

SIGNATURE: _____

TITLE: Senior Vice President

DATE: 11/18/2020

LESSEE: Blounts Creek Volunteer Fire Department, Inc.

NAME: Michael Glenn Jones

SIGNATURE: _____

TITLE: President

DATE: 11/18/2020

REVENUE PLEDGE AND SECURITY AGREEMENT

WHEREAS, Lessee has entered into the Municipal Lease and Option Agreement dated 11/18/2020 ("Agreement") with Lessor which is herein incorporated by reference and made a part of this Revenue Pledge and Security Agreement; and

/HEREAS, pursuant to the agreement, Lessee has agreed to pledge all of its right, title and interest in and to Tax Revenues and/or Appropriations provided by Beaufort County and Richland Township under its Fire District Fee Assessment to the Lessor and its assigns which are represented by this transaction as additional security for Lessee's performance of its obligation under certain provisions more fully described in the Agreement; and

WHEREAS, to further secure payment of the amounts owing by Lessee to Lessor, and/or its assigns, under the Agreement, Lessee agrees to provide Lessor, and/or its assigns with a security interest in all other personal assets now owned or hereafter acquired.

NOW THEREFORE, it is agreed between the parties as follows:

1. Lessee hereby pledges, assigns and delivers to Lessor and/or its assigns as security for payment and performance of all Lessee's obligations under the agreement, all of its right, title and interest in and to Tax Revenues and/or Appropriations provided by Beaufort County and Richland Township under its Fire District Fee Assessment.

   Lessee represents and warrants that it has the power and authority to enter into this pledge and that all appropriate action necessary to effectuate this pledge has been taken.

2. In the event Lessee shall fail to perform any obligation, term, condition, or agreement, or breaches any covenant, warranty or representation set forth in the Agreement, or hereunder, Lessor, in addition to, and as supplemental to any of its rights and remedies under the Agreement, may require Lessee to surrender the Beaufort County and Richland Township Tax Revenues and/or Appropriations to the Lessor and Lessor may apply the cash value received therefrom, together with all interest from whatever source derived to any balance due and all sums required to be paid pursuant to the Agreement in such order and manner as Lessor, at its sole discretion shall determine.

3. Lessee will upon written direction from Lessor and at Lessee's own expense, do all further acts and execute, acknowledge and deliver all deeds, conveyances, transfers and assurances assigning and confirming to Lessor said pledge of Beaufort County and Richland Township Tax Revenues and/or Appropriations.

4. Lessee hereby grants to Lessor, and/or its assigns, a security interest in all Lessee's tangible and intangible personal property and equipment now owned and hereafter acquired together with all cash and non-cash proceeds.

5. Lessee grants to Lessor, and/or its assigns, a security interest in the Collateral to secure, in addition to the indebtedness set forth above, the payment and performance of all absolute and all contingent obligations and liabilities of Lessee to Lessor, now existing or hereafter arising whether under this Agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this Agreement by Lessor, the assignee will be deemed for the purpose of this paragraph to be the only party with a security interest in the Collateral.

6. The security interest granted hereby shall continue effective irrespective of any retaking and redelivery of Collateral to Lessee until all amounts secured hereby are fully paid in money. No oral agreement, guaranty, promise, representation or warranty shall be binding upon Lessor.

7. Lessee hereby agrees that all of the terms and provisions of the Agreement are incorporated herein by reference and that the same shall be applicable to the Collateral with the same force and effect as if the same were set forth herein in full.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

LESSOR/PLEDGEE:		LESSEE/PLEDGOR:	
	HomeTrust Bank		Blounts Creek Volunteer Fire Department, Inc.
NAME:	John M. Tench	NAME:	Michael Glenn Jones
SIGNATURE:	_____	SIGNATURE:	_____
TITLE:	Senior Vice President	TITLE:	President
DATE:	11/18/2020	DATE:	11/18/2020

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate Instructions.
Caution: *If the issue price is under $100,000.00, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return,** check here ▶ ☐

1	Issuer's name **Blounts Creek Volunteer Fire Department, Inc.**	2 **Issuer's employer identification number** **37-1588217**
3a	Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4	Number and street (or P.O. box if mail is not delivered to street address) **Post Office Box 5**	Room/suite / 5 Report number (For IRS Only) 3
6	City , town, or post office, state, and ZIP code **Blounts Creek, NC 27814**	7 Date of issue
8	Name of issue	9 CUSIP NUMBER
10a	Name and title of officer or legal representative whom the IRS may call for more information **Michael Glenn Jones, President**	10 Telephone number of officer or other employee shown on 10a **252-322-5242**

Part II Type of Issue (check applicable box(es) and enter the issue price) see instructions and attach schedule

11	Education	11	
12	Health and Education	12	
13	Transportation	13	
14	Public safety	14	$397,950.26
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
	Other. Describe ▶	18	
	If obligations are TANs or RANs, check only box 19a ▶ ☐		
	If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☒		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		$397,950.26	$ n/a	18 years	3.43%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	n/a
23	Issue price of entire issue (enter amount from line 21, column (b))			23	$397,950.26
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	n/a		
25	Proceeds used for credit enhancement	25	n/a		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	n/a		
27	Proceeds used to currently refund prior issues	27	n/a		
28	Proceeds used to advance refund prior issues	28	n/a		
29	Total (add lines 24 through 28)			29	n/a
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	n/a

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	n/a	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	n/a	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶		
	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)		

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	n/a	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	n/a	
b	Enter the final maturity date of the GIC ▶			
c	Enter the name of the GIC provider ▶			
37	Pooled Financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other government units	37	n/a	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information
b Enter the date of the master pool obligation ▶ **n/a**
c Enter the EIN of the issuer of the master pool obligation ▶ **n/a**
d Enter the name of the issuer of the master pool obligation ▶ **n/a**

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☒

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:
b Name of hedge provider ▶ **n/a**
c Type of hedge ▶ **n/a**
d Term of hedge ▶ **n/a**

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ **n/a**
b Enter the date the official intent was adopted ▶ **n/a**

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date

▶ Michael Glenn Jones, President Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

MEMORANDUM OF UNDERSTANDING

WHEREAS, Blounts Creek Volunteer Fire Department, Inc. (Lessee) has entered into the Municipal Lease and Option Agreement dated 11/18/2020 (the Agreement) with HomeTrust Bank (Lessor) which is herein incorporated by reference and made part of this Memorandum of Understanding, and

WHEREAS, pursuant to the Agreement the Lessee has agreed to cause an advertisement of public notice of public meeting to be run in a newspaper of local circulation of the Lessee's Fire District, in accordance with the requirements of the Internal Revenue of 1986, as currently amended, (the Code) and to hold said public meeting in accordance with the advertisement and the Code, and receive approval from the local governing authority (Board of County Commissioners).

WHEREAS, the Agreement states in Section 14.02, that if the transaction no longer complies with the requirements of the Code resulting in loss of tax exempt status, the Lessor shall be entitled to "adjusting payments" and an increased lease payment as a recapture of lost income tax benefits, as specified in Section 14.02, and

WHEREAS, the Lessee has as of this date not yet complied with the Code in relation to the "Public Notice, Public Meeting, County Approval" requirement, and

WHEREAS, the Lessee is in circumstance that requires payment of a contract with C.W. Williams & Co., LLC for the acquisition of a new fire apparatus and refinance of existing HomeTrust Bank debt.

NOW THEREFORE, it is agreed between the parties as follows:

1. Lessor will use its best efforts to advance to C.W. Williams & Co., LLC the invoice amount for the new fire apparatus and refinance existing HomeTrust Bank debt upon receipt of this document properly executed by the Lessor and Lessee.

2. Lessee will cause the proper advertisement to be run in compliance with the Code and will hold the required public meeting and receive the approval of the Beaufort County Commissioners within thirty (30) days of this date.

3. Lessee acknowledges that if it fails to fulfill its "public notice, public meeting, county approval" requirement that this transaction will be deemed in non-compliance with the Code and will revert to the current "commercial rate."

SIGNED, sealed and delivered this 18th day of November, 2020.

Lessor:
HomeTrust Bank

By: _____
John M. Tench
Title: Senior Vice President

Lessee:
Blounts Creek Volunteer Fire Department, Inc.

By: _____
Michael Glenn Jones
Title: President

Attest by: _____
Christopher Dwight Williams
Title: Secretary