Beaufort County Board of Commissioners
Agenda for Monday, April 5, 2021
Financial Services Building
136 W 2nd Street, Washington, NC 27889

A)	**Call to Order** – Chairman Waters		5:30 PM
B)	**Invocation and Pledge**		
C)	**Conflict of Interest Disclosure Statement**	**3**	5:35 PM
D)	**Approval of Agenda** – Chairman Waters		
E)	**Public Comments**	**4**	5:40 PM
F)	**Legislative Updates for Elected Officials**	**5**	5:50 PM
G)	**Items for Consent**		6:00 PM
1.	Health Dept. FY 22 Consolidated Agreement – James Madson, Health Director	**6**	
2.	Health Dept Fee Request – James Madson, Health Director	**34**	
3.	Budget Amendment, Health Dept – James Madson, Health Director	**35**	
4.	Budget Amendment, Health Dept – James Madson, Health Director	**37**	
5.	Budget Amendment, Health Dept – James Madson, Health Director	**39**	
6.	Budget Amendment, Health Dept – James Madson, Health Director	**43**	
7.	Budget Amendment, DSS – Melanie Corprew, DSS Director	**46**	
8.	Budget Amendment, DSS – Melanie Corprew, DSS Director	**51**	
9.	Surplus, DSS – Marshall Younce, Computer Systems Admin I	**53**	
10.	Surplus, County IT – Charles Parker, County IT Dept	**54**	
11.	Surplus, Admin Bldg – Katie Mosher, Clerk to the Board	**55**	
12.	Tax Collector Refunds Over $100 – Wyn Kinion, Tax Collector	**56**	
13.	Tax Assessor Refunds Over $100 – Lloyd Salter, Tax Assessor	**60**	
14.	Dangerous Dog Board Appointment – Katie Mosher, Clerk to the Board	**64**	
15.	Board Minutes Approval – Katie Mosher, Clerk to the Board	**66**	
H)	**Items for Discussion and Decision – Health Department**		
1.	Covid-19 Update – James Madson, Health Director	**241**	6:05 PM
2.	Health Department Kate B. Reynolds Grant – James Madson, Health Director	**242**	6:10 PM
3.	Jail Health Electronic Medical Records – James Madson, Health Director	**243**	6:15 PM
I)	**Item for Discussion – Finance Office**		
1.	Finance Report – Anita Radcliffe, Chief Finance Officer	**249**	6:20 PM
2.	Refinancing of General Obligation School Refunding Bonds, Series 2012, Series 2015, & Series 2017 – Anita Radcliffe, Chief Finance Officer	**250**	6:25 PM
3.	Refinancing of the 2012 Limited Obligation Bonds – Anita Radcliffe, Chief Finance Officer	**276**	6:30 PM
J)	**Items for Decision - Manager's Office**		
1.	Town of Belhaven Request to Transfer Ownership of Cooperage Site – Brian Alligood, County Manager	**414**	6:40 PM
2.	Expansion of Broadband Services in Beaufort County – Brian Alligood, County Manager	**420**	6:45 PM
3.	Jail Committee Recommendations – Brian Alligood, County Manager	**422**	6:50 PM
4.	Lease Agreement for Judicial District Manager's Office – Brian Alligood, County Manager	**423**	6:55 PM
5.	American Rescue Plan Act – Voluntary Extension of Emergency Paid Sick Leave and Emergency Family and Medical Leave – Brian Alligood, County Manager	**434**	7:00 PM
BREAK			7:05 PM

K) Item for Decision – Emergency Management

1.	Data Usage Agreement and MOU With UNC Chapel Hill – Carnie Hedgepeth, Emergency Services	**440**	7:20 PM
2.	Possible Benefit for Homeowners on Fire Insurance Coverage, Automatic Aid for Station Locations – Carnie Hedgepeth, Emergency Service	**453**	7:25 PM

L) Item for Decision – Tax Collectors Office

1.	Foreclosure Legal Service Contract Approval – Wyn Kinion, Tax Collector	**457**	7:30 PM

M) Item for Decision – Tax Assessor's Office

1.	Temporary Position Request – Lloyd Salter, Tax Assessor	**478**	7:35 PM
2.	Map Printer and Service Agreement – Lloyd Salter, Tax Assessor	**479**	7:40 PM

N) Item for Decision – Economic Development

1.	Resolution for Land Sale, Washington/Beaufort Co Industrial Park Lot #1 Martyn Johnson, Economic Development Director	**484**	7:45 PM
2.	Letter of Support for Investment in Future I-87 Currently US 64 – Martyn Johnson, Economic Development Director	**496**	7:50 PM
3.	Letter of Support for Seasonal Passenger Ferry Line – Martyn Johnson, Economic Development Director	**499**	7:55 PM

O) Item for Decision – Commissioner John Rebholz

1.	Frontline Workers Resolution – Commissioner Rebholz	**502**	8:00 PM
2.	Term Limit Resolution – Commissioner Rebholz	**504**	8:05 PM
3.	Dissolve County Police Committee – Commissioner Rebholz	**507**	8:10 PM

P) Item for Discussion and Decision – Chairman Frankie Waters

1.	NC 811 Safe Digging Month Resolution – Chairman Waters	**508**	8:15 PM
2.	FTE's for Sheriff's Office 21-22 Fiscal Year – Chairman Waters	**510**	8:20 PM

Q) Item for Discussion – Commissioner Randy Walker

1.	School Resource Officer Positions and Vehicle Discussion – Commissioner Walker	**511**	8:30 PM

R) Items for Discussion and Decision – Commissioner Hood Richardson

1.	Brenda Hamilton Investigation Update – Commissioner Richardson	**512**	8:35 PM
2.	Jail Door Report – Commissioner Richardson	**513**	8:40 PM
3.	Board Operations Discussion – Commissioner Richardson	**516**	8:45 PM
4.	County Police Force Committee Update – Commissioner Richardson	**524**	8:55 PM
5.	Request Sheriff Appear Before the Board – Commissioner Richardson	**525**	9:00 PM
6.	Beaufort County Bill of Rights Article II Sanctuary County – Commissioner Richardson	**526**	9:05 PM

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Conflict of Interest

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Conflict of Interest Disclosure Statement

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

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

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

Submitter Recommendations/Motions:

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

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

Agenda Title: Public Comments

Summary of Information:

Name	Contact Information
Owen Peele	
Archie Griffin	
Darren Armstrong	
Chuck Early	
Wayne Sawyer	

Submitter Recommendations/Motions: No motion necessary. Discussion only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 04/05/2021

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Legislative Updates for Elected Officials

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

Submitter Recommendations/Motions: N/A

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health Department FY22 Consolidated Agreement

Summary of Information: FY 22 Consolidated Agreement between NC DHHS, Division of Public Health and Beaufort County Health Department to receive state funding.

Submitter Recommendations/Motions: It is recommended the Board of County Commissioners approve the FY 22 Consolidated Agreement.

Attachments:
. Health Department FY22 Consolidated Agreement

FY 2022 CONSOLIDATED AGREEMENT

This Agreement is made between the **North Carolina Department of Health and Human Services, Division of Public Health** (hereinafter referred to as "**DPH**") and the **Beaufort County Health Department** (herein after referred to as "**LHD**") for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Agreement shall cover a period from June 1, 2021 to May 31, 2022 and shall remain in force until the next Fiscal Year Agreement is signed except as provided for in Section J. Termination.

Now, therefore, DPH and the LHD agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Agreement.)

A. LHD RESPONSIBILITIES

a. Performance

1. The LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code, as well as all applicable federal and North Carolina laws and regulations.

2. The LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. The LHD must negotiate these Agreement Addenda in good faith to the satisfaction of DPH representatives as part of the Agreement execution. The LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the DPH section, branch or program.

3. The LHD shall be committed to achieve health equity, promote inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensure all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity. The LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as "LHD governing board"), and laws that have been enacted by the North Carolina General Assembly.

4. The LHD shall provide to DPH a copy of any rules adopted, amended or rescinded by the LHD governing board pursuant to NCGS § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Deputy Director of DPH or designee.

5. The LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.

6. The LHD shall not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services.

7. LHDs shall provide or assure provision of Care Management for High-Risk Pregnancies (CMHRP), formerly known as Pregnancy Care Management (OBCM), and Care Management for At-Risk Children (CMARC), formerly known as Care Coordination for Children (CC4C). These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders or local funds.

a) Per federal CAPTA (Child Abuse Prevention and Treatment Act) requirements, a notification to the county child welfare agency must occur upon identification of an infant as "substance-affected," as defined by NC DHHS, for the development of a Plan of Safe Care (POSC). The POSC requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC for care management and care coordination, regardless of insurance coverage.

b) Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services.

c) The LHD shall use every resource including technical assistance from the regional consultants and Women's and Children's Health (WCH) Section to resolve issues to prevent care gaps and discontinuation of services.

d) In the event that the LHD determines it cannot directly provide CMHRP and/or CMARC, the LHD shall:

1) Notify the DPH Director in writing of the LHD's intention to discontinue the service at least 90 days in advance of any planned action.
2) Cooperate with DPH in identifying another LHD that can provide these care management services.
3) Provide a written plan to the DPH Director outlining the agreed-upon terms for the transition.

Discontinuation of CMHRP and CMARC without an approved transition plan may result in the withholding of all funds to the LHD at the discretion of the DPH Director.

8. The LHD shall notify the DPH Director if any of the following occurs:

a) there is a legal name change to the LHD

b) the LHD becomes part of a consolidated human services agency, a district or a public health authority

c) there is any other governance change, or

d) the LHD is not subject to the NC Human Resources Act.

Notification should be in writing, within the next business day, and provide an organization chart and any relevant supporting documents reflecting the changes.

9. The LHD shall assure DPH that expenditures of locally appropriated funds (Maintenance of Effort, or MOE) is maintained for maternal health, child health, and family planning program activities equal to or greater than that reported on the Staff Time Activity Report for the period July 1, 1984 through June 30, 1985. This figure is increased annually based on a federally accepted inflation index. This revised baseline figure has been calculated and is provided as Attachment A to this Consolidated Agreement for the LHD's use in budget preparation.

10. The LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources' Local Government Schedules records retention policy (https://archives.ncdcr.gov/government/retention-schedules/local-government-schedules) and in accordance with the retention of those records as described in Section D., Paragraph f. Records resulting from these services shall not be destroyed, purged or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State's basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal

Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

b. **Data/Reporting**

1. The LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis. To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by NCGS § 130A-34.2, the LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. The LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Environmental Health Section.
3. The LHD shall provide access to patient records to authorized staff from DPH for technical consultation, program monitoring, and program evaluation, as specified by this Agreement, Agreement Addenda for State-funded budgets, statute, and North Carolina Administrative Code.
4. The LHD shall share data with DPH to support public health objectives. The data will be shared in a manner which respects the confidentiality and integrity of each party's data and protects the privacy of individual client health information. Sharing data includes providing client information allowed as permitted disclosures under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, HIPAA Administration Simplification Provisions Sections 261 through 264, 45 CFR 164.512.
5. The LHD shall provide Network and internet access at its facilities (or to the county network where desired) in order to:
    a) Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA) and Electronic Birth Registration System (EBRS).
    b) Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.)
    c) Access DPH training material and information used for training staff, including access to webinars
    d) Maintain a secure infrastructure for remote data entry in the LHDs
    e) Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH.
6. The LHD may utilize security products (i.e., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the DPH network.

7. LHDs shall be responsible to report all privacy and security breaches that may affect DPH data and surveillance systems to DPH as soon as possible but no later than 24 hours from discovery of the breach. This may include but is not limited to Ransomware attacks, malicious code execution, or network breaches. LHDs access to DPH data and surveillance systems may be limited or turned off until proof of remediation is supplied by the LHD.

c. **Assessments and Plans**

1. The LHD shall provide to the Director of Community Health Assessment, State Center for Health Statistics or designee:

a) A comprehensive community health assessment (CHA) at least every four years, for each county or health district. The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and the local community health coalitions and shall include the collection and analysis of primary data at the county and district level (if such exists), secondary data from the State Center for Health Statistics (SCHS) and other sources, and an assessment and analysis of community resources. The CHA shall identify a list of community health problems based on the assessment. Each identified problem shall be prioritized and described in the narrative. The CHA will include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1. The CHA is due on the first Monday in March following the year of assessment. Community Health Improvement Plans (CHIPs), which shall be submitted no later than six months after the completion of the comprehensive community health assessment (CHA). CHIPs are due by the first Monday in September following the year of assessment.

1) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
2) The CHIP shall be data driven and use results-based accountability to focus on both population and program accountability. Specifically, results, indicators, programs, and performance measures must be included.
3) The CHIP shall be aligned with the Healthy North Carolina 2030 indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
4) The CHIP shall be updated at least annually and monitor performance.
5) CHIPs can persist across CHA-CHIP cycles when:
    a. the health problem persists and continues to be a priority;
    b. new interventions are needed; and/or
    c. the interventions need to be expanded to a new target population.
6) The LHD shall use the web-based software Clear Impact Scorecard for submitting the CHIP for approval.
    a. The LHD shall provide a state of the county or district health report (SOTCH) during each interim year between community assessments. The SOTCH is due by the first Monday in March in years when a CHA is not submitted.
        1. The LHD shall use Clear Impact Scorecard for the SOTCH.
        2. The SOTCH shall include progress made on each performance measure in the CHIP.

b) The LHD shall make a written request for any variances in submission of CHAs, CHIPs, and SOTCH documents in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, State Center for Health Statistics at cha.sotch@dhhs.nc.gov.

c) Refer to guidance: https://schs.dph.ncdhhs.gov/units/ldas/cha.htm.

B. DPH RESPONSIBILITIES

a. Training, Consultation, and Support

1. DPH shall provide training to the LHD for the LHD's response to this Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DPH to the LHD.

2. DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.

3. DPH shall conduct liaison activities with LHDs for general problem solving and technical support.

4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the Local and Community Support (LCS) Section. Contact the Deputy Director/Section Chief, LCS. Broad content areas include, but are not limited to:
    a) Board Relations
    b) Management Teams and Staffing
    c) Policy Development
    d) Program Planning and Implementation
    e) Quality and Performance Improvement
    f) General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.

5. DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific section or branch head.

6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs via LCS: Local Technical Assistance and Training Branch (LTATB). Contact the Chief Public Health Nurse/Branch Head LTATB.

7. DPH shall provide support and consultation to the public health workforce in LHDs, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance and data collection. Contact the Chief Public Health Nurse/Branch Head, LTATB.

b. Performance

1. DPH shall act as the principal liaison between the public health system and the State's Medicaid agency on issues related to Medicaid reimbursed services provided by the State and the LHD and shall cooperate with the State Medicaid agency to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.

2. For services of the State Laboratory of Public Health (SLPH), DPH shall:
    a) Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;

b) Ensure qualified personnel to process, analyze and report test results;

c) Ensure that the SLPH maintains CLIA certification;

d) Submit invoices to the LHDs via electronic means;

e) Collect interest (per NCGS § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and

f) Provide a qualified Laboratory Director and a Technical Consultant for LHDs' laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures and policies.

3. DPH will provide support and training for the LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Agreement.

4. DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Agreement and its associated Agreement Addenda.

c. **Data/Reporting**

1. DPH shall provide the following automated data and surveillance systems to collect DPH program-related data from client, service, encounter and other data on behalf of the LHDs and other public health programs. DPH shall provide business and technical support to the users of these systems. DPH shall notify LHDs as opportunities and/or timelines for improved or emerging technology systems occur.

a) LHD-Health Services Analysis: for automated reporting of clinical service data fields.

b) Environmental Health Inspection Data System (EHIDS) (formerly NC BETS): for Food and Lodging inspection and billing data

c) Electronic surveys for gathering statewide data for external funders, as required

d) Aid-to-Counties System for reporting all local expenditures and claiming State funds

e) North Carolina Health Alert Network (HAN)

f) North Carolina Electronic Disease Surveillance System (NCEDSS)

g) North Carolina Immunization Registry (NCIR)

h) Electronic Birth Registration System (EBRS)

i) COVID-19 Community Team Outreach Tool (CCTO)

j) COVID-19 Vaccine Management System (CVMS)

k) North Carolina Database Application for Vital Events (NC DAVE) for Electronic Death Registration

Other automated data and surveillance systems may be added as they are developed.

2. DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information received by DPH in its capacity as a covered entity or business associate shall be protected as required by HIPAA (see Attachment B: Business Associate Addendum to this Consolidated Agreement).

3. DPH will coordinate with the North Carolina Association of Local Health Directors to support data collection, analysis, and publication.

d. **Fund Availability and Notification** DPH shall provide to the LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of their local budget proposals per current General Statute.

1. An exception is the Food and Lodging distributions required by NCGS § 130A-248(d). DPH shall provide the Food and Lodging funding allocation on the Distribution Spreadsheet which will accompany the Activity 874 Food and Lodging Agreement Addendum.

2. The Food and Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food and Lodging and will be provided to the LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made. DPH shall disperse Food and Lodging funds to the LHD upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food and Lodging Local Health LHD Request for Payment Form.

3. DPH shall provide a Funding Authorization document to the LHD after the receipt of the Certified State Budget.

4. DPH shall make funds available to the LHD at the beginning of each fiscal year upon receipt of this executed Agreement, and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to the LHD according to the DHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

C. FUNDING STIPULATIONS

a. **Use of Funds**

1. Funding for this Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Agreement and the Agreement Addenda.

2. During the period of this Agreement, the LHD shall not use State, federal or Special Project funds received under this Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section D. Fiscal Control, Paragraph h. Local Appropriations Budget below).

b. **Compliance**

1. To receive funding under this Agreement, the LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.

2. The LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 CFR Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.

3. LHD charges/billing. The LHD shall:

a) Establish one charge per clinical/support service for all payors (including Medicaid) based on their related costs as permitted by NCGS § 130A-39(g).

b) Bill All Payors the established charge except when billing 340B Drug Pricing Program drugs or devices to Medicaid. All drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost.

c) The LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

d) Make every reasonable effort to collect charges for services through public or private third-party payors. except where prohibited by federal regulations or State law; however, no one shall be refused services solely because of an inability to pay.

e) All LHD fees, including environmental health fees shall be reviewed annually by the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

4. The LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), codified at 2 CFR 200, when utilizing federal grant funds.

   a) When procuring goods and services with federal grant funds, the LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.

5. When administering the Women, Infants, and Children's Program (WIC), the LHD must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010 which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 USC 1760(b). This Act requires the LHD to support full use of the federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs and travel restrictions.

6. The LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds:

   a) Certification regarding Nondiscrimination

   b) Certification regarding Drug-Free Workplace Requirements

   c) Certification regarding Environmental Tobacco Smoke

   d) Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

   e) Certification regarding Lobbying.

7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), the LHD is required to submit to DPH information that is reportable by DPH for all qualified sub-awardees of federal funds. The LHD will complete and submit the Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement form provided by DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by the LHD will be used by DPH to report subawards (funding authorizations) equal to or greater than $25,000 from each federal grant.

8. The LHD shall maintain an active registration in the federal government's System for Award Management (SAM). The SAM registration must be updated no less than annually in order to maintain an active status. To update the registration, the LHD must log in at the SAM home page, www.sam.gov, and follow the instructions found there.

c. **Training Reimbursement**

1. Subject to the availability of funds and approval by the Office of the Chief Public Health Nurse, the LHD may request reimbursement for:

   a) Nursing service personnel participating in *Principles and Practices of Public Health Nursing* course. Reimbursement is $400 per participant upon successful completion of the course. Reimbursement requests must be filed by the LHD to the Public Health Nursing and Professional Development Unit within the same fiscal year the course is completed.

   b) LHD Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is $600 per participant upon successful completion of the course. Reimbursement requests must be filed by the LHD to the Public Health Nursing and Professional Development Unit within the same fiscal year the course is completed.

   The Training Funds Reimbursement Request Form can be found at https://publichealth.nc.gov/lhd/ under the General Information: Training Reimbursement section. (The training form can also be downloaded at https://publichealth.nc.gov/lhd/docs/Funds_Reimb_Form%20PPPHN_M-S_v072020.xlsx)

2. Subject to the availability of funds and approval by the Environmental Health Section, the LHD may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be filed by the LHD to the Environmental Health Section within the same fiscal year the training is completed. Reimbursement requires successful completion of the course and requests must be filed by the LHD within 60 days course completion. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available at https://ehs.ncpublichealth.com/oet/index.htm)

   a) For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
      1) Food Protection & Facilities Track — $280
      2) On-Site Water Protection Track — $560
      3) Tier 2 General EH Module — $280

   b) For Cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
      1) Food, Lodging, & Institutions— $170
      2) Child Care & School Sanitation— $62
      3) On-site Water Protection— $450
      4) Private Drinking Water Wells— $62
      5) Public Swimming Pools— $62
      6) Tattoo— $62

   c) A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas they are employed.
      1) Area 1 — $57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
      2) Area 2 — $170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell,

Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.

3) Area 3 — $283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.

4) Area 4 — $396: Cherokee, Clay, Graham, Macon, Swain.

d. **Purchases**

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.

a) For Inventory Purposes

1) Equipment must be accounted for in accordance with guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.

2) All equipment with an acquisition cost of $500 or more which was purchased with Women, Infants and Children (WIC) Program Funds, prior to January 1, 2018 will be inventoried with the Nutrition Services Branch. The Local Agency is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the Local Agency, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the Local Agency will provide to the Nutrition Services Branch a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.

b) For Prior Approval Purposes

1) Except for WIC, all equipment purchased or leased with an acquisition cost exceeding $2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding $2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than $2,500, or purchases six computers at $500 each.]

2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding $500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.

c) For Accounting Purposes

1) The LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of $5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.

2. Prior approval required for purchases other than equipment:

a) For PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.

b) The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.

D. FISCAL CONTROL

a. The LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.

   1. The LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.

b. The LHD shall execute written agreements with all parties who invoice the LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.

c. The LHD, when subcontracting, must meet the following conditions:

   1. The LHD is not relieved of any of the duties and responsibilities provided in this Agreement.
   2. The LHD will not enter into a subcontractual financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) "Suspension of Funding" list (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website (https://www.osbm.nc.gov/management/grants).
   3. The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the LHD to comply with these standards.
   4. The subcontractor shall be subject to all conditions of this Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of the LHD.
   5. The subcontractor will agree to allow State and federal authorized representatives' access to any records pertinent to its role as a subcontractor of the LHD.
   6. Upon request, the LHD will make available to the State a copy of subcontracts supported with State or federal funds.

d. The LHD must receive prior written approval from the State to subcontract when any of the following conditions exist:

   1. The LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Agreement.
   2. The LHD proposes to subcontract 50 percent or more, or $50,000, whichever is greater, of the total State and federal funds made available through this Agreement for any Agreement Addendum.
   3. The LHD proposes to subcontract for services in the Women, Infants and Children (WIC) Program.

e. The LHD shall mail a signed copy of all public health Funding Authorization documents to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931.

f. The LHD shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid--to-Counties Database), Consolidated Agreement, Agreement Addenda, Agreement Addendum Revisions and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources and located on their website at: https://archives.ncdcr.gov/documents/local-health-departments-schedule

g. **Audits/Monitoring:** The county or the LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Part 200. The audit report shall be

submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the DHHS Internal Audit Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of DPH Program Staff.

h. **Local Appropriations Budget:** The LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with instructions provided in funding-specific budgetary guidance from DPH and the specific guidance from the respective programs.

i. **Local Earned Revenues Budgeting and Reporting:** The LHD shall observe the following conditions when budgeting and reporting Local Earned Revenues:

1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.

2. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except:

   a) Revenue generated by Women's and Children's Health (WCH) Section Programs may be budgeted and expended (consequently reported) in any WCH Section Program, unless a specific Agreement Addendum has a more restrictive requirement.

   b) Revenue generated by a local clinic or program that has no State-funded budget (no State or federal funds) shall be budgeted and associated expenditures reported in a State Program Activity that most closely matches the deliverables of the respective State program. This process will enable the collection of total expenditures in public health per program.

3. The LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.

4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 CFR Part 200.

5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.

6. The amount of Title XIX fees budgeted and expended in FY 2021-2022 must equal or exceed the amount of Title XIX revenues earned during FY 2019-2020. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if the LHD provides sufficient justification

j. **Aid-to-Counties Database and Expenditure Reports**: The LHD shall submit a monthly report of actual State, federal and local expenditures to the DHHS Controller's Office via the Aid-to-Counties Database (ATC).

1. Specific ATC instructions and training will be provided by LTATB to LHDs and will include guidance for reporting local programs (i.e., those programs that are <u>not</u> funded through DPH), examples include but are not limited to: Dental Clinic and Primary Care.

2. DPH shall produce an annual ATC report in order to provide information reported that summarizes LHD and statewide analysis and trending, including per capita analysis, when applicable. This report will be produced in collaboration with NCALHD and will be posted publicly on the DPH website.

3. The LHD shall submit to the DHHS Controller's Office a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via ATC. The Office of the Controller's Aid-to-Counties Expenditure Control Schedule, published annually in December for the next calendar year, provides the submission dates for these expenditures. This schedule allows the LHD at least seven days to enter the pertinent month's expenditures into the Aid-to-Counties Database. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. The LHD must submit these monthly Expenditure Reports via the Aid-to-Counties Database consecutively throughout the Agreement period.

   The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Database and the system will alert the staff in the DHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local expenditures are part of the Expenditure Report but are not included in the amount verified in the "Certification." Local appropriations must be reported monthly along with the State and federal expenditures. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

4. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)

5. When Agreement Addenda are supported by federal funding or grants that do not coincide with the State fiscal year, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.

6. The LHD shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. The LHD shall not wait to submit all adjustments with the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the State Fiscal Year.

   a) In accordance with Paragraph D.j.4 above, the LHD must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.

   b) The LHD shall review their prior reimbursement claims against payments monthly.

   c) Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.

   d) Any overpayments identified by either the State or the LHD will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office or by submitting a check to DHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one State Fiscal Year to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the State Fiscal Year) shall be paid from local funds.

E. PERSONNEL POLICIES

a. The LHD shall adhere to and fully comply with State and county personnel policies as applicable.

b. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to NCGS § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.

1. The LHD is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.

2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by the DPH Education and Training Staff.

3. The LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by the LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.

c. The LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department Staffing and shall ensure that all nursing staff who provide public health services funded by this Agreement comply with this rule.

d. The LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

F. CONFIDENTIALITY

a. The LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Agreement in accordance with the standards of the DHHS privacy and security policies, applicable local laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Parts 160 and 164, subparts A and E , Security Standards at 45 C.F.R. Parts 160, 162, and 164, subparts A and C ("the Security Rule"), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).

b. All information obtained by LHD personnel in connection with the provision of services or other activity under this Agreement shall be confidential, except as may be required or allowed by law or otherwise permitted by this agreement. Information may be disclosed in summary, statistical, or other form which does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this agreement.

c. LHD employees must sign confidentiality agreements documenting the knowledge of, and the agreement to maintain personal and medical confidentiality.

G. CIVIL RIGHTS

a. The LHD shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Agreement.

b. The American with Disabilities Act 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The LHD certifies that it

and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Agreement.

c. As required by Title VI of the Civil Rights Act, the LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by the LHD.

H. LHD DISBURSEMENT OF FUNDS

a. DPH shall disburse funds to the LHD on a monthly basis; monthly disbursements for each program Activity will be based on monthly expenditures reported.

b. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.

c. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

I. AMENDMENT OF AGREEMENT

Amendments, modifications, or waivers of this Agreement may be made at any time by mutual consent of all parties. Amendments shall be in writing and signed by appropriate authorities.

J. PROVISION OF TERMINATION

a. Either party may terminate this Agreement for reasons other than non-compliance upon 60 days written notice. If termination occurs, the LHD shall receive payment only for allowable expenditures.

b. In the event of termination, DPH may withhold payment to the LHD until DPH can determine whether the LHD is entitled to further payment or whether DPH is entitled to a refund.

K. COMPLIANCE

a. DPH shall respond to non-compliance with all terms of this Agreement as follows:

1. Upon determination of non-compliance, DPH shall give the LHD 60 days written notice to come into compliance. If the deficiency is corrected, the LHD shall submit a written report to DPH that sets forth the corrective action taken.
2. If the above deficiency is not corrected to the satisfaction of DPH after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
3. If the deficiency is not corrected to the satisfaction of DPH within 90 days of the written notice in Section K.a.1, program funds may be permanently suspended until the LHD can provide evidence that the deficiency has been corrected.
4. In the event of the LHD's non-compliance with clauses of this Agreement, DPH may cancel, terminate, or suspend this Agreement in whole or in part and the LHD may be declared ineligible for further DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Section K.a.1 through K.a.3 have been followed, documented, and have failed to correct the deficiency.

b. Monitoring – "Uniform Guidance" or "Omni-Circular" 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of their subcontractors as

necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and that performance goals are achieved.

North Carolina establishes related monitoring requirements for State funds received by subrecipients in NCGS § 143C-6-23 State grant funds: administration; oversight and reporting requirements. Also, DPH must perform monitoring as required in the DHHS Policy and Procedure Manual entitled *Monitoring of Programs* dated August 1, 2002 and its DPH Subrecipient Monitoring Plan dated October 2016.

Additionally, the LHD is required under 2 CFR, Part 200 Subpart F, NCGS § 143C-6-23, and NCGS § 159-34 Annual independent audit; rules and regulations, to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, the LHD shall participate fully in monitoring by DPH and shall appropriately monitor its sub-recipients to the extent necessary based on the assessed level of risk.

In witness whereof, the **LHD** and the **Division of Public Health** have executed this Agreement.

Beaufort County Health Department

Health or Human Services Director Date

Finance Officer Date

County Official Date
(when locally required)

North Carolina Department of Health and Human Services, Division of Public Health

Division Director Date

ATTACHMENT A
LHD MAINTENANCE OF EFFORT SCHEDULE

Local Health Department	MOE Baseline 1985	Updated Baseline CPI * 2021-22
Alamance	215,751	532,502
Albemarle District	51,320	126,665
Alexander	33,308	82,209
Anson	27,096	66,877
Appalachian District	56,663	139,852
Beaufort	63,029	155,564
Bladen	19,564	48,287
Brunswick	122,285	301,816
Buncombe	166,104	409,967
Burke	83,689	206,556
Cabarrus	250,406	618,035
Caldwell	59,226	146,178
Carteret	16,843	41,571
Caswell	31,809	78,509
Catawba	127,542	314,791
Chatham	50,121	123,705
Cherokee	11,705	28,889
Clay	1,580	3,900
Cleveland	243,917	602,020
Columbus	85,858	211,909
Craven	113,647	280,496
Cumberland	458,294	1,131,131
Dare	22,597	55,772
Davidson	100,199	247,304
Davie	38,546	95,137
Duplin	84,922	209,599
Durham	439,506	1,084,759
Edgecombe	157,941	389,819
Forsyth	508,138	1,254,152
Foothills District	42,126	103,973
Franklin	65,012	160,458
Gaston	342,765	845,990
Graham	3,949	9,747
Granville-Vance	170,160	419,978
Greene	78,527	193,815
Guilford	1,605,509	3,962,610
Halifax	118,024	291,299
Harnett	69,651	171,908
Haywood	82,684	204,075
Henderson	109,750	270,878
Hoke	25,698	63,426
Hyde	12,355	30,494
Iredell	36,698	90,576
Jackson	11,822	29,178
Johnston	196,475	484,926
Jones	22,851	56,399
Lee	57,470	141,844
Lenoir	120,667	297,822
Lincoln	78,475	193,687
Macon	27,277	67,323
Madison	55,718	137,519
MTW District	97,748	241,255
Mecklenburg	375,712	927,307
Montgomery	24,389	60,195
Moore	36,243	89,453
Nash	124,412	307,065
New Hanover	128,664	317,560
Northampton	71,678	176,911
Onslow	63,147	155,855
Orange	258,834	638,837
Pamlico	11,162	27,549
Pender	0	0
Person	42,878	105,829
Pitt	164,404	405,771
Polk	6,189	15,275
Randolph	81,302	200,664
Richmond	50,348	124,266
Robeson	225,422	556,371
Rockingham	157,370	388,410
Rowan	178,268	439,989
Sampson	37,229	91,886
Scotland	12,388	30,575
Stanly	23,625	58,310
Stokes	41,687	102,889
Surry	49,658	122,563
Swain	10,674	26,345
Toe River District	49,658	122,563
Transylvania	66,417	163,926
Union	25,573	63,118
Wake	758,321	1,871,637
Warren	8,551	21,105
Wayne	271,847	670,955
Wilkes	73,909	182,417
Wilson	59,617	147,143
Yadkin	20,687	51,058
TOTAL:	$10,583,276	$26,120,943

Citation: 130A-4.1; Consolidated Agreement clause A.a.9.

Notes: * Adjusted for inflation, January 1985 through October 2020, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 246.8133%. Reference for calculating CPI changes: https://www.bls.gov/data/inflation_calculator.htm

ATTACHMENT B
BUSINESS ASSOCIATE ADDENDUM TO CONSOLIDATED AGREEMENT

This Agreement is made effective July 1, 2021, by and between **Beaufort County Health Department** ("Covered Entity") and the **North Carolina Department of Health and Human Services, Division of Public Health** ("Business Associate") (collectively the "Parties").

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a Memorandum of Understanding, entitled "FY 2022 Consolidated Agreement" (the "MOU"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a "covered entity" for purposes of the HIPAA Privacy Rule.

c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.

d. The Parties enter into this Business Associate Addendum to the MOU with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

c. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.

e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

f. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.

h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.

e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.

g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.

h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the MOU permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the MOU, provided that such use or disclosure:

1) would not violate the Privacy Rule if done by Covered Entity; or

2) would not violate the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:

1) the disclosures are Required By Law; or

2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the MOU or other applicable law or agreements.

5. TERM AND TERMINATION

a. **Term**. This Agreement shall be effective as of the effective date stated above and shall terminate when the MOU terminates.

b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
   1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
   2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
   3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**
   1) Except as provided in paragraph (2) of this section or in the MOU or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
   2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the MOU.
b. Except as provided in this Agreement, all terms and conditions of the MOU shall remain in force and shall apply to this Agreement as if set forth fully herein.
c. In the event of a conflict in terms between this Agreement and the MOU, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the MOU terms shall prevail so long as they are in accordance with the Privacy Rule.
d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the MOU for cause.

Beaufort County Health Department	**North Carolina Department of Health and Human Services, Division of Public Health**
Health or Human Services Director Date	Division Director Date

ATTACHMENT C
FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

   ☐ He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action;

   OR

   ☐ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature Title

Beaufort County Health Department
Contractor [Organization] Legal Name Date

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies** that it will provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing a drug-free awareness program to inform employees about:
      (1) The dangers of drug abuse in the workplace;
      (2) The Contractor's policy of maintaining a drug-free workplace;
      (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
      (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
      (1) Abide by the terms of the statement; and
      (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
   e. **Notifying the LHD within ten days after receiving notice under subparagraph (d)(2) from an employee or** otherwise receiving actual notice of such conviction;
   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
      (1) taking appropriate personnel action against such an employee, up to and including termination; or
      (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

   Street Address No. 1: _____

   City, State, Zip Code: _____

   Street Address No. 2: _____

   City, State, Zip Code: _____
3. Contractor will inform the LHD of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if

the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the LHD or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

a. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date of Last Report:_____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, (if known) Congressional District (if known)	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known)
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) : $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ ☐ actual ☐ planned	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No: _____ Date: _____
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

ATTACHMENT D
STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: **Beaufort County Health Department**

Contractor's Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health Department Fee Request

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

CPT Code	Description	Current Fee	Proposed Fee
0031A	Janssen COVID-19 Vaccine Administration Fee	$0	$30
0001A	1st Dose COVID-19 Pfizer Vaccine Administration Fee	$0	$20
0002A	2nd Dose COVID-19 Pfizer Vaccine Administration Fee	$0	$30

Submitter Recommendations/Motions: It is recommended the Board of County Commissioners approve the proposed fees with a retroactive date of March 1, 2021.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Budget Amendment – Health Dept

Summary of Information: Request to amend fiscal year 2020-2021 to reflect the following revenue and expenditure:

1. $2,955 Food & Lodging State Revenue

Submitter Recommendations/Motions: Staff recommend adopting the budget amendment.

Attachments:
1. Budget Amendment #39

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 4/5/21

FY Budget: 20/21 #39

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-447520	Food & Lodging State Revenue	$2,955	
105180-540000	Environmental Health Equipment	$2,955	

Department Justification:

- Budget amendment AA 874

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 (Mar 23, 2021 17:06 EDT)	Mar 23, 2021
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Budget Amendment – Health Dept

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

1. $157,387 COVID-19 Vaccination State Funding

Submitter Recommendations/Motions: Staff recommend adopting the budget amendment.

Attachments:
1. #38

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 4/5/21

FY Budget: 20/21 #38

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-445197	COVID-19 AA 716 Vaccination State Funds	$157,387	
105120-539303	COVID-19 Temp Staffing	$54,059	
105120-512200	Immunization Salary Overtime	$12,000	
105120-537015	COVID-19 Outreach/Advertising	$91,328	

Department Justification:

- Budget Amendment for AA 716 Revision 1

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		3/22/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Budget Amendment, Health Dept.

Summary of Information: Reallocating funds across health department cost centers to cover expenditures. No increase in budget. Reporting to the Board only.

Submitter Recommendations/Motions: Staff recommends approving the budget reallocation.

Attachments:
1. Budget Reallocation #37

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 3/18/21

FY Budget: 20/21 #37

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10 -5110-512100-	SALARIES		$73,412
10 -5120-512100-	SALARIES	$291,453	
10 -5120-518100-	FICA 6.2%	$19,713	
10 -5120-518200-	LOC. GOV. EMP. RETIREMENT	$36,378	
10 -5120-518300-	HOSPITALIZATION-EMPLOYEE	$40,305	
10 -5120-518400-	MEDICARE 1.45%	$4,671	
10 -5120-518600-	LIFE INSURANCE-EMPLOYEE	$200	
10 -5120-518900-	401(K) EMPLOYER CONTRIBUTION	$6,542	
10 -5122-512100-	SALARIES		$30,000
10 -5122-518100-	FICA 6.2%		$2,000
10 -5122-518200-	LOC. GOV. EMP. RETIREMENT		$3,000
10 -5122-518300-	HOSPITALIZATION-EMPLOYEE		$6,300
10 -5122-518400-	MEDICARE 1.45%		$500
10 -5122-518900-	401(K) EMPLOYER CONTRIBUTION		$500
10 -5124-512100-	SALARIES		$15,000
10 -5124-518100-	FICA 6.2%		$1,000
10 -5124-518200-	LOC. GOV. EMP. RETIREMENT		$1,000
10 -5124-518300-	HOSPITALIZATION-EMPLOYEE		$2,000
10 -5126-512100-	SALARIES	$42,728	
10 -5126-518100-	FICA 6.2%	$2,676	
10 -5126-518200-	LOC. GOV. EMP. RETIREMENT	$5,055	
10 -5126-518300-	HOSPITALIZATION-EMPLOYEE	$5,283	
10 -5126-518400-	MEDICARE 1.45%	$637	
10 -5126-518600-	LIFE INSURANCE-EMPLOYEE	$27	
10 -5126-518900-	401(K) EMPLOYER CONTRIBUTION	$881	
10 -5151-512100-	SALARIES		$10,000
10 -5151-518200-	LOC. GOV. EMP. RETIREMENT		$1,000
10 -5151-518300-	HOSPITALIZATION-EMPLOYEE		$2,000
10 -5152-512100-	SALARIES		$4,000
10 -5152-518300-	HOSPITALIZATION-EMPLOYEE		$2,000
10 -5158-512100-	SALARIES		$22,000
10 -5158-518100-	FICA 6.2%		$1,000
10 -5158-518200-	LOC. GOV. EMP. RETIREMENT		$2,000
10 -5158-518300-	HOSPITALIZATION-EMPLOYEE		$5,000
10 -5160-518600-	LIFE INSURANCE-EMPLOYEE	$1	

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10 -5161-512100-	SALARIES		$38,000
10 -5161-518100-	FICA 6.2%		$2,000
10 -5161-518200-	LOC. GOV. EMP. RETIREMENT		$5,000
10 -5161-518300-	HOSPITALIZATION-EMPLOYEE		$8,000
10 -5163-512100-	SALARIES		$33,000
10 -5163-518100-	FICA 6.2%		$1,500
10 -5163-518200-	LOC. GOV. EMP. RETIREMENT		$1,500
10 -5163-518300-	HOSPITALIZATION-EMPLOYEE		$5,000
10 -5164-512100-	SALARIES		$35,000
10 -5164-518100-	FICA 6.2%		$1,500
10 -5164-518200-	LOC. GOV. EMP. RETIREMENT		$1,500
10 -5164-518300-	HOSPITALIZATION-EMPLOYEE		$3,000
10 -5165-512100-	SALARIES		$26,000
10 -5165-518100-	FICA 6.2%		$1,000
10 -5165-518200-	LOC. GOV. EMP. RETIREMENT		$1,500
10 -5165-518300-	HOSPITALIZATION-EMPLOYEE		$3,000
10 -5166-512100-	SALARIES	$23,787	
10 -5166-518100-	FICA 6.2%	$1,020	
10 -5166-518200-	LOC. GOV. EMP. RETIREMENT	$2,393	
10 -5166-518300-	HOSPITALIZATION-EMPLOYEE	$3,099	
10 -5166-518400-	MEDICARE 1.45%	$249	
10 -5166-518600-	LIFE INSURANCE-EMPLOYEE	$19	
10 -5166-518900-	401(K) EMPLOYER CONTRIBUTION	$372	
10 -5167-512100-	SALARIES		$20,000
10 -5167-518100-	FICA 6.2%		$1,000
10 -5167-518200-	LOC. GOV. EMP. RETIREMENT		$1,000
10 -5167-518300-	HOSPITALIZATION-EMPLOYEE		$12,000
10 -5168-512100-	SALARIES		$12,000
10 -5168-518300-	HOSPITALIZATION-EMPLOYEE		$1,500
10 -5169-512100-	SALARIES		$800
10 -5169-518300-	HOSPITALIZATION-EMPLOYEE		$1,000
10 -5180-512100-	SALARIES		$67,277
10 -5180-518100-	FICA 6.2%		$4,000
10 -5180-518200-	LOC. GOV. EMP. RETIREMENT		$4,000
10 -5180-518300-	HOSPITALIZATION-EMPLOYEE		$10,000
10 -5198-512100-	SALARIES		$2,000
10 -5198-518300-	HOSPITALIZATION-EMPLOYEE		$700

Department Justification:

- Reallocating to cover salary and fringe expenditures

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head		3/19/2021

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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. _____	

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Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Budget Amendment, Health Dept

Summary of Information: Reallocating funds across cost centers to cover expenditures. No increase in budget. Reporting to the Board.

Submitter Recommendations/Motions: Staff recommends approving the two budget reallocations.

Attachments:
1. Health Reallocation
2. Health Reallocation

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 03/03/21

FY Budget: 20/21 #34

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105110-531000	General Professional Development		$1,800
105168-540000	Pregnancy Care Equipment	$1,800	
105120-526110	COVID-19 Supplies		$600
105120-532100	Immunization Telephone	$600	

Department Justification:

- Reallocating to cover expenditures

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head		3/4/21
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. _____	

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Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 03/01/21

FY Budget: 20/21 #32

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105120-512600	Salary PT Immunizations		$2,302
105122-512600	Salary PT HIV/STD		$1,193
105124-512600	Salary PT TB		$1,256
105151-512600	Salary PT BCCCP		$985
105152-512600	Salary PT AH		$1,152
105163-512600	Salary PT MH		$1,245
105164-512600	Salary PT FP		$1,226
105166-512600	Salary PT HLC		$902
105120-512100	Immunization Salary	$10,261	
105120-523900	Immunization Medical Supplies		$6,600
105166-519300	Healthy Living Professional Service	$6,600	

Department Justification:

- Reallocating to cover expenditures

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head	James Madson James Madson (Mar 1, 2021 16:24 EST)	3/1/2021
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: Melanie Corprew, Social Services

Agenda Title: Budget Amendment - DSS

Summary of Information: On March 23, 2021, DSS received notification that additional funds have been allocated to Beaufort County for the Duke Progress Energy Assistance Program. Beaufort County received an additional $506 on March 23, 2021. We are requesting that the Social Services budget be amended to reflect an increase in the Duke Progress Energy Assistance Program line 105480.562002 and an increase in the Energy Assistance revenue line 100222.493568. Please see the attached Funding Authorizations.

There are no county dollars included in the increase of these funds.

Submitter Recommendations/Motions: Approval of the Budget Amendment.

Attachments:
1. Signed Budget Amendment
2. Funding Authorization

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** April 5, 2021

FY Budget: 2020-2021

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100222.493568	Energy Assistance	$506	
105480.562002	Duke Progress Energy	$506	

Department Justification:
On March 23, 2021, DSS received notification that additional funds have been allocated to Beaufort County for the Duke Progress Energy Assistance Program. Beaufort County received an additional $506 on March 23, 2021. 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	Melanie Corprew	3/26/21
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. _____	

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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: 10

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	6,285.54	6,285.54	241.84	241.84	6,527.38	6,527.38
05	ASHE	0.00	0.00	0.00	0.00	0.00	0.00
06	AVERY	142.72	142.72	14.00	14.00	156.72	156.72
07	BEAUFORT	11,045.14	11,045.14	506.00	506.00	11,551.14	11,551.14
08	BERTIE	0.00	0.00	0.00	0.00	0.00	0.00
09	BLADEN	8,751.33	8,751.33	462.00	462.00	9,213.33	9,213.33
10	BRUNSWICK	17,565.11	17,565.11	1,205.82	1,205.82	18,770.93	18,770.93
11	BUNCOMBE	33,193.84	33,193.84	3,604.90	3,604.90	36,798.74	36,798.74
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	9,827.58	9,827.58	789.34	789.34	10,616.92	10,616.92
17	CASWELL	7,467.72	7,467.72	500.00	500.00	7,967.72	7,967.72
18	CATAWBA	0.00	0.00	0.00	0.00	0.00	0.00
19	CHATHAM	12,273.93	12,273.93	1,751.38	1,751.38	14,025.31	14,025.31
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	10,978.25	10,978.25	427.48	427.48	11,405.73	11,405.73
25	CRAVEN	6,482.34	6,482.34	244.02	244.02	6,726.36	6,726.36
26	CUMBERLAND	10,115.72	10,115.72	767.68	767.68	10,883.40	10,883.40
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	5,841.20	5,841.20	264.00	264.00	6,105.20	6,105.20
32	DURHAM	3,120.79	3,120.79	72.00	72.00	3,192.79	3,192.79
33	EDGECOMBE	6,479.11	6,479.11	330.00	330.00	6,809.11	6,809.11
34	FORSYTH	63.36	63.36	0.00	0.00	63.36	63.36
35	FRANKLIN	8,043.62	8,043.62	771.60	771.60	8,815.22	8,815.22
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	6,843.90	6,843.90	372.00	372.00	7,215.90	7,215.90
40	GREENE	3,751.80	3,751.80	234.20	234.20	3,986.00	3,986.00
41	GUILFORD	0.00	0.00	0.00	0.00	0.00	0.00
42	HALIFAX	4,055.00	4,055.00	228.00	228.00	4,283.00	4,283.00
43	HARNETT	6,503.90	6,503.90	559.82	559.82	7,063.72	7,063.72
44	HAYWOOD	7,529.83	7,529.83	748.76	748.76	8,278.59	8,278.59
45	HENDERSON	5,347.66	5,347.66	266.00	266.00	5,613.66	5,613.66
46	HERTFORD	0.00	0.00	0.00	0.00	0.00	0.00
47	HOKE	4,038.86	4,038.86	324.00	324.00	4,362.86	4,362.86

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	2,029.00	2,029.00	42.00	42.00	2,071.00	2,071.00
51	JOHNSTON	15,181.64	15,181.64	1,229.60	1,229.60	16,411.24	16,411.24
52	JONES	4,707.87	4,707.87	190.00	190.00	4,897.87	4,897.87
53	LEE	4,554.70	4,554.70	673.08	673.08	5,227.78	5,227.78
54	LENOIR	5,721.35	5,721.35	286.00	286.00	6,007.35	6,007.35
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	14,826.17	14,826.17	162.00	162.00	14,988.17	14,988.17
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	5,182.59	5,182.59	285.72	285.72	5,468.31	5,468.31
62	MONTGOMERY	4,845.14	4,845.14	388.52	388.52	5,233.66	5,233.66
63	MOORE	18,448.73	18,448.73	1,863.50	1,863.50	20,312.23	20,312.23
64	NASH	4,436.00	4,436.00	526.00	526.00	4,962.00	4,962.00
65	NEW HANOVER	30,936.73	30,936.73	2,644.74	2,644.74	33,581.47	33,581.47
66	NORTHAMPTON	0.00	0.00	0.00	0.00	0.00	0.00
67	ONSLOW	10,769.09	10,769.09	1,081.88	1,081.88	11,850.97	11,850.97
68	ORANGE	190.00	190.00	0.00	0.00	190.00	190.00
69	PAMLICO	6,312.03	6,312.03	228.00	228.00	6,540.03	6,540.03
70	PASQUOTANK	0.00	0.00	0.00	0.00	0.00	0.00
71	PENDER	5,581.74	5,581.74	418.00	418.00	5,999.74	5,999.74
72	PERQUIMANS	0.00	0.00	0.00	0.00	0.00	0.00
73	PERSON	14,103.98	14,103.98	848.72	848.72	14,952.70	14,952.70
74	PITT	3,375.00	3,375.00	158.00	158.00	3,533.00	3,533.00
75	POLK	0.00	0.00	0.00	0.00	0.00	0.00
76	RANDOLPH	6,319.94	6,319.94	516.68	516.68	6,836.62	6,836.62
77	RICHMOND	7,187.52	7,187.52	523.34	523.34	7,710.86	7,710.86
78	ROBESON	6,957.03	6,957.03	433.56	433.56	7,390.59	7,390.59
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	5,453.50	5,453.50	271.86	271.86	5,725.36	5,725.36
83	SCOTLAND	4,755.00	4,755.00	292.00	292.00	5,047.00	5,047.00
84	STANLY	3,986.25	3,986.25	2.00	2.00	3,988.25	3,988.25
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	4,525.86	4,525.86	276.08	276.08	4,801.94	4,801.94
92	WAKE	140,799.15	140,799.15	14,558.08	14,558.08	155,357.23	155,357.23
93	WARREN	8,135.42	8,135.42	576.90	576.90	8,712.32	8,712.32
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	9,908.83	9,908.83	859.22	859.22	10,768.05	10,768.05
97	WILKES	0.00	0.00	0.00	0.00	0.00	0.00
98	WILSON	7,341.68	7,341.68	203.12	203.12	7,544.80	7,544.80
99	YADKIN	0.00	0.00	0.00	0.00	0.00	0.00
100	YANCEY	1,487.00	1,487.00	6.00	6.00	1,493.00	1,493.00
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	554,050.19	554,050.19	44,229.44	44,229.44	598,279.63	598,279.63

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:

March 10, 2021

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: Melanie Corprew, Social Services

Agenda Title: Budget Amendment - DSS

Summary of Information: The Foster Care State line (105441.562000) and the Foster Care IV-E line (105441.562001) are expected to be overspent due to an increase in the number of foster children in DSS custody. The County Share of Assistance line (105421.560000) is not expected to be expended due to caseload turnover for Special Assistance and a decreased number of adults in facilities due to COVID. Foster Care-State payments are reimbursed at 50% by the state. Foster Care IV-E payments are reimbursed at 73.23% by federal and 13.385% by state. The IV-E reimbursement is currently higher than normal due to the COVID pandemic. The amount of $168,662 is being added back to the County's fund balance as a result of the funding shift from the county to federal and state.

Submitter Recommendations/Motions: Approval of the budget amendment.

Attachments:
1. Signed Budget Amendment

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** April 5, 2021

FY Budget: 2021

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105421.560000	Co. Share Special Assistance		$237,000
105441.562001	Foster Care IV-E	$137,000	
100212.453110	Foster Care/Adoption IV-E Rev.	$18,337	
100222.493658	IV-E Foster Care Standard Bd. Rate Rev.	$100,325	
105441.562000	Foster Care State	$100,000	
100212.453111	Foster Care State Rev.	$50,000	
100991.499100	Fund Balance Appropriated		$168,662

Department Justification: The Foster Care State line (105441.562000) and the Foster Care IV-E line (105441.562001) are expected to be overspent due to an increase in the number of foster children in DSS custody. The County Share of Assistance line (105421.560000) is not expected to be expended due to caseload turnover for Special Assistance and a decreased number of adults in facilities due to COVID. Foster Care-State payments are reimbursed at 50% by the state. Foster Care IV-E payments are reimbursed at 73.23% by federal and 13.385% by state. The IV-E reimbursement is currently higher than normal due to the COVID pandemic.The amount of $168,662 is being added back to the County's fund balance as a result of the funding shift from the county to federal and state.

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	Melanie Corprew	3/26/21
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. _____	

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Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: Marshall Younce, Computer Systems Administrator I

Agenda Title: Surplus - DSS

Summary of Information: DSS request the Board approve the surplus of the following items:

1. 1 VSD 3M MP7650 Projector S/N: RT3D000429

2. 3 HP Deskjet 460s

   S/N: MY8175Z09D
   S/N: MY8175Z00Y
   S/N: MY8175Z0BG

Submitter Recommendations/Motions: Staff recommends approving the surplus of the above items.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: Charles Parker, County IT

Agenda Title: Surplus - IT

Summary of Information: Staff is requesting approval to surplus the following items due to end of life/ usefulness:

HP Compaq 6200 Pro Small Form Factor	2ua2321pc3	2012
HP Compaq 6300 Pro Small Form Factor	2ua33119ma	2012
HP Pordesk 600 G1 SFF	mxl34308rt	2013
HP Pordesk 600 G1 SFF	2ua412160H	2014
HP Pordesk 600 G1 SFF	2ua412160L	2014
HP Pordesk 600 G1 SFF	2UA320Q0Y	2014
HP Compaq 6000 Pro Small Form Factor PC	2UA03120TX	2013
HP Compaq 6200 Pro Small Form Factor	2UA2060C7Y	2012
HP Pordesk 600 G1 SFF	2UA5170K6R	2015
HP Compaq 6200 Pro Small Form Factor	2UA1370RQS	2011
HP Compaq 6200 Pro Small Form Factor	2UA00205JT	2011
HP Compaq 8200 Elite Small Form Factor PC	2UA2041HR2	2012
HP ProDesk 600 G1 Small Form Factor PC	2UA4130Q0W	2014
HP ProDesk 600 G1 Small Form Factor PC	2UA4130Q14	2014
HP ProDesk 600 G1 Small Form Factor PC	2UA4130Q0Z	2014
HP ProDesk 600 G1 Small Form Factor PC	2UA4130Q10	2014
HP ProDesk 600 G1 Small Form Factor PC	2UA4130Q0T	2014
HP ProDesk 600 G1 Small Form Factor PC	2UA4130Q1Y	2014
HP ProDesk 600 G1 Small Form Factor PC	2UA4130Q13	2014
OKIDATA Printer	MICROLINE 320	
HP Probook Lapt 6550b	CNU1111M9P	2011

Submitter Recommendations/Motions: Staff recommends approval of the above equipment.

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Surplus - County Admin Office

Summary of Information: Staff is requesting approval to surplus the following items:

HP 503A TONER CARTRIDGE – CYAN
HP 503A TONER CARTRIDGE – MAGENTA
HP 510A TONER CARTRIDGE – BLACK
HP 304A TONER CARTRIDGE – CYAN
HP 304A TONER CARTRIDGE – YELLOW
6 HP C6602A INK CARTRIDGE - BLACK

Submitter Recommendations/Motions: Staff recommends approval of surplus items.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: Wyn Kinion, Tax Collector

Agenda Title: Tax Collector Refunds Over $100.00

Summary of Information: The Tax Collector request approval for the attached refunds over $100.

Submitter Recommendations/Motions: Accept these refunds for approval.

Attachments:
1. .

BLTPREG 835618		576969	03/24/2021	0000052332-2016-2016-0000-00		REI	$266.00	$266.00	
Overpayment p.i.n # 6624-58-2045									BLTPREG
DOTSON, JOSEPH L 405 SHADY BANKS ROAD WASHINGTON NC 27889									
BLTPREG 835605		576969	03/24/2021	0000039911-2017-2017-0000-00		REI	$410.58	$410.58	
Overpayment p.i.n # 5658-81-4220									BLTPREG
WATERS, CYNTHIA JEFFERSON 3790 WHARTON STATION ROAD WASHINGTON NC 27889									
BLTPREG 835590		576969	03/24/2021	0000019160-2015-2015-0000-00		REI	$235.88	$235.88	
Overpayment p.i.n # 7602-49-5829									BLTPREG
MOONEY, PATRICK IREDELL 603 PAMLICO BEACH ROAD BELHAVEN, NC 27810									
☐	true BLTPREG 834563	576851	03/09/2021	0009002087-2017-2017-0000-00		IND	$201.55	$201.55	
Overpayment Ind property									BLTPREG
MINTON, EDNA 45 SOMMER LN CHOCOWINITY NC 27817									
☐	true BLTPREG 834555	576851	03/09/2021	0000041326-2016-2016-0000-00		REI	$224.34	$224.34	
Overpayment p.i.n # 6644-69-1715									BLTPREG
WEBSTER, KEVIN LEE 4190 RESPESS ROAD PINETOWN NC 27865									
BLTPREG 834549		576851	03/09/2021	0000012385-2014-2014-0000-00		REI	$121.21	$121.21	
Overpayment p.i.n # 6638-58-6302									BLTPREG

WARREN, WANDA H	**3201 PORTERTOWN ROAD GREENVILLE, NC 27858**									
☐	true BLTPREG **834548**	**576851**	03/09/2021	0000012385-2015-2015-0000-00	REI	$113.37	$113.37			
Overpayment p.i.n # 6638-58-6302										BLTPREG
WARREN, WANDA H	**3201 PORTERTOWN ROAD GREENVILLE, NC 27858**									
BLTPREG **833028**		**576735**	02/24/2021	0000025714-2020-2020-0000-00	REI	$4,242.58	$435.77			
Overpayment p.i.n # 6674-72-8604										BLTPREG
TRI-STAR AVIATION & DEV LTD	**122 CATNIP PT BATH BEAUFORT NC 27808**									
☐	true BLTPREG **833028**	**576735**	02/24/2021	0000035163-2020-2020-0000-00	REI	$4,242.58	$1,993.52	No		
Overpayment p.i.n # 5675-68-9410										BLTPREG
TRI-STAR AVIATION & DEVELMT LTD	**122 CATNIP POINT BATH BEAUFORT NC 27808**									
☐	true BLTPREG **833028**	**576735**	02/24/2021	0000050791-2020-2020-0000-00	BUS	$4,242.58	$457.38			
Overpayment Business										
TRI STAR AVIATION & DEVLOP LTD	**122 CATNIP POINT BATH, NC 27808**									
☐	true BLTPREG **833028**	**576735**	02/24/2021	0000031535-2020-2020-0000-00	REI	$4,242.58	$637.34			
Overpayment p.i.n # 5675-68-9877										BLTPREG
TRI-STAR AVIATION & DEVL LTD	**122 CATNIP POINT BATH BEAUFORT NC 27808**									
☐	true BLTPREG **833028**	**576735**	02/24/2021	0000035165-2020-2020-0000-00	REI	$4,242.58	$672.48			

Overpayment p.i.n # 6653-34-5968

									BLTPREG
TRI-STAR AVIATION & DEVELMT LTD 122 CATNIP POINT BATH BEAUFORT NC 27808									
833475		576954	03/23/2021	AHEATH	0000034532-2020-2020-0000-00	REI	$325.01	$325.01	
Overpayment p.i.n #6697-77-1241									BLTPREG
STANLEY, ELIZABETH DAVIS PO BOX 831626 STONE MOUNTAIN GA 30083									
true	BLTPREG	833760	576781	03/02/2021	AHEATH	0000000912-2020-2020-0000-00	REI	$460.00	$460.00
Overpayment p.i.n# 5655-39-0890									BLTPREG
COBBS, TYRONE 115 77TH 217 STREET CAMBRIA HEIGHTS BEAUFORT NY 11411									

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Tax Assessor Refunds

Summary of Information: The Tax Assessor request approval for the attached refunds over $100.00.

Submitter Recommendations/Motions: Staff recommends approval of attached refunds.

Attachments:
1. February refunds
2. March refunds
3. TR-406A report

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 3/26/2021 10:08:21 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
DUDLEY LANDSCAPING & TREESERVICE INC	DUDLEY LANDSCAPING & TREESERVICE INC		392 EAST BAYSIDE DRIVE		CHOCOWINITY, NC 27817	Proration	0040344197	FK8895	PENDING	213291972	Refund Generated due to proration on Bill #0040344197-2020-2020-0000-00	Vehicle Sold	03/24/2021		G01	Tax	($154.31)	$0.00	($154.31)
															F80	Tax	($10.45)	$0.00	($10.45)
															E12	Tax	($12.15)	$0.00	($12.15)
																		Refund	$176.91
MAROE, JOSEPH ARTHUR	MAROE, JOSEPH ARTHUR		301 BEECH LN		WASHINGTON, NC 27889	Proration	0057384859	TBF2324	PENDING	211577439	Refund Generated due to proration on Bill #0057384859-2020-2020-0000-00	Vehicle Sold	03/02/2021		G01	Tax	($88.69)	$0.00	($88.69)
															F63	Tax	($5.72)	$0.00	($5.72)
															E02	Tax	($6.98)	$0.00	($6.98)
																		Refund	$101.39
RAIKE, AMANDA BROOKE	RAIKE, AMANDA BROOKE	RAIKE, DANIEL JUSTUS	2456 LONG RIDGE RD		PINETOWN, NC 27865	Proration	0053010270	TDA3882	PENDING	211438719	Refund Generated due to proration on Bill #0053010270-2019-2019-0000-00	Vehicle Sold	03/01/2021		G01	Tax	($107.66)	($5.39)	($113.05)
															F63	Tax	($6.95)	($0.35)	($7.30)
															E05	Tax	($5.93)	($0.29)	($6.22)
																		Refund	$126.57
SUGG, JANE STANCIL	SUGG, JANE STANCIL		6023 NC HIGHWAY 33 E		CHOCOWINITY, NC 27817	Proration	0057336186	TBF2294	PENDING	213289881	Refund Generated due to proration on Bill #0057336186-2020-2020-0000-00	Vehicle Sold	03/22/2021		G01	Tax	($100.02)	$0.00	($100.02)
															F80	Tax	($6.77)	$0.00	($6.77)
															E12	Tax	($7.87)	$0.00	($7.87)
																		Refund	$114.66
TIDELAND EMC	TIDELAND EMC		PO BOX 159		PANTEGO, NC 27860	Adjustment >= $100	0059171052	1393LW	PENDING	212526195	Refund Generated due to adjustment on Bill #0059171052-2020-2020-0000-00	Exempt Property	03/12/2021		G01	Tax	($337.53)	$0.00	($337.53)
															C04	Tax	($85.05)	$0.00	($85.05)
															RES08	Tax	($26.58)	$0.00	($26.58)
																		Refund	$449.16
TIDELAND EMC	TIDELAND EMC		PO BOX 159		PANTEGO, NC 27860	Adjustment >= $100	0059171222	1394LW	PENDING	212526189	Refund Generated due to adjustment on Bill #0059171222-2020-2020-0000-00	Exempt Property	03/12/2021		G01	Tax	($337.53)	$0.00	($337.53)
															C04	Tax	($85.05)	$0.00	($85.05)
															RES08	Tax	($26.58)	$0.00	($26.58)
																		Refund	$449.16
TRUEBLOOD, THOMAS MICHAEL	TRUEBLOOD, THOMAS MICHAEL		898 WATER RD		WASHINGTON, NC 27889	Proration	0055718685	M1765	PENDING	213292017	Refund Generated due to proration on Bill #0055718685-2020-2020-0000-00	Vehicle Sold	03/24/2021		G01	Tax	($134.35)	$0.00	($134.35)
															F63	Tax	($8.68)	$0.00	($8.68)
															ER	Tax	($10.58)	$0.00	($10.58)
																		Refund	$153.61
																		Refund Total	$1571.46

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 3/26/2021 10:08:10 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BRAKE, KATHRYN JONES	BRAKE, KATHRYN JONES		PO BOX 284		BATH, NC 27808	Proration	0044629277	RPK5951	PENDING	210788547	Refund Generated due to proration on Bill #0044629277-2020-2020-0000-00	Vehicle Sold	02/23/2021		G01	Tax	($153.09)	$0.00	($153.09)
															F63	Tax	($9.88)	$0.00	($9.88)
															ER	Tax	($12.05)	$0.00	($12.05)
																		Refund	$175.02
JACOBS, THOMAS HAINES	JACOBS, THOMAS HAINES		111 ARBOR DR		WASHINGTON, NC 27889	Adjustment >= $100	0059218246	CN13633	PENDING	210530883	Refund Generated due to adjustment on Bill #0059218246-2020-2020-0000-00	Over Assessment	02/19/2021		G01	Tax	($91.88)	$0.00	($91.88)
															F63	Tax	($5.93)	$0.00	($5.93)
															E02	Tax	($7.23)	$0.00	($7.23)
																		Refund	$105.04
ULRICHS, JACK	ULRICHS, JACK		810 W 15TH ST		WASHINGTON, NC 27889	Proration	0055037877	FHZ8555	PENDING	211026528	Refund Generated due to proration on Bill #0055037877-2020-2020-0000-00	Vehicle Sold	02/25/2021		G01	Tax	($84.83)	$0.00	($84.83)
															C01	Tax	($70.81)	$0.00	($70.81)
															C01	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	-$155.64
																		Refund Total	$435.70

Date run: 3/26/2021 [illegible]:16:42 AM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

Default Sort-By: **Refund date, Refund Recipient Name, Refund Recipient Address**

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction Finance	Refund(Authorized)	Refund Amount
834521	MARYLIN WOOLARD	4620 BOYD RD PINETOWN,NC 27865	Overpayment on Payment of CHECK on Bill # 0009532504-2017-2017-0000-00 of $192.64	DPCDSO	3/9/2021 7:00:08 PM		192.64
834522	MARYLIN WOOLARD	4620 BOYD RD PINETOWN,NC 27865	Overpayment on Payment of CHECK on Bill # 0009532504-2016-2016-0000-00 of $70.36	DPCDSO	3/9/2021 7:00:08 PM		70.36
834523	BRENDA POPE WILLIAMS	240 TURKEY TROT RD WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0000030294-2017-2017-0000-00 of $43.00	DPCDSO	3/9/2021 7:00:08 PM		43.00
834528	DONALD MICHAEL BOYD,JR	403 SANDY RUN KNIGHTDALE,NC 27545	Overpayment on Payment of CHECK on Bill # 0000017066-2017-2017-0000-00 of $69.58	DPCDSO	3/9/2021 7:00:08 PM		69.58
834535	JAIME SUE VINES	150 LANGLEY ROAD CHOCOWINITY,NC 27817	Overpayment on Payment of CHECK on Bill # 0000006585-2017-2017-0000-00 of $92.69	DPCDSO	3/9/2021 7:00:08 PM		92.69
834547	MONICA MAYO MUNOZ	3356 KURT DRIVE LA GRANGE,NC 28551	Overpayment on Payment of CHECK on Bill # 0000024182-2017-2017-0000-00 of $102.00	DPCDSO	3/9/2021 7:00:08 PM		102.00
834548	WANDA H WARREN	3201 PORTERTOWN ROAD GREENVILLE, NC 27858	Overpayment on Payment of CHECK on Bill # 0000012385-2015-2015-0000-00 of $113.37	DPCDSO	3/9/2021 7:00:08 PM		113.37
834549	WANDA H WARREN	3201 PORTERTOWN ROAD GREENVILLE, NC 27858	Overpayment on Payment of CHECK on Bill # 0000012385-2014-2014-0000-00 of $121.21	DPCDSO	3/9/2021 7:00:08 PM		121.21
834551	SALVADOR ARIAS JAUREGUI	8203 HWY 99N PANTEGO, NC 27860	Overpayment on Payment of CHECK on Bill # 0000037572-2017-2017-0000-00 of $112.00	DPCDSO	3/9/2021 7:00:08 PM		112.00
834555	KEVIN LEE WEBSTER	4190 RESPESS ROAD PINETOWN,NC 27865	Overpayment on Payment of CHECK on Bill # 0000041326-2016-2016-0000-00 of $224.34	DPCDSO	3/9/2021 7:00:08 PM		224.34
834563	EDNA MINTON	45 SOMMER LN CHOCOWINITY,NC 27817	Overpayment on Payment of CHECK on Bill # 0009002087-2017-2017-0000-00 of $201.55	DPCDSO	3/9/2021 7:00:08 PM		201.55
834816	PAMELA HARRIS CLARK	4160 VOA RD WASHINGTON,NC 27889	Refund on Bill # 0009527604-2019-2019-0000-00	DPCADJ	3/12/2021 7:00:08 PM		13.66
835223	ROBERT CARTWRIGHT	36125 CREIGHTON AVE MURRIETA,CA 92563	Overpayment on Payment of MONEYORDER on Bill # 0000023975-2020-2020-0000-00 of $1.02	C9BEATB	3/18/2021 7:00:07 PM		1.02
835246	BONNIE R HUTCHINSON	PO BOX 1024 CHOCOWINITY, NC 27817	Refund on Bill # 0000022616-2020-2020-0001-00	DPCREL	3/19/2021 7:00:06 PM		7.87
835475	ELIZABETH DAVIS STANLEY	PO BOX 831626 STONE MOUNTAIN,GA 30083	Overpayment on Payment of OTHER on Bill # 0000034532-2020-2020-0000-00 of $325.01	AHEATH	3/23/2021 7:00:06 PM		325.01
835590	PATRICK IREDELL MOONEY	603 PAMLICO BEACH ROAD BELHAVEN, NC 27810	Overpayment on Payment of CHECK on Bill # 0000019160-2015-2015-0000-00 of $235.88	DPCDSO	3/24/2021 7:00:07 PM		235.88
835591	PATRICK IREDELL MOONEY	603 PAMLICO BEACH ROAD BELHAVEN, NC 27810	Overpayment on Payment of CHECK on Bill # 0000019160-2014-2014-0000-00 of $2.12	DPCDSO	3/24/2021 7:00:07 PM		2.12
835604	CECILIA BRINSON WAYNE	5705 BOYDS RD GRIMESLAND,NC 27837	Overpayment on Payment of CHECK on Bill # 0000039745-2017-2017-0000-00 of $53.17	DPCDSO	3/24/2021 7:00:07 PM		53.17
835605	CYNTHIA JEFFERSON WATERS	3790.WHARTON STATION ROAD WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0000039911-2017-2017-0000-00 of $410.58	DPCDSO	3/24/2021 7:00:07 PM		410.58
835608	DELORES POPE	425 GLADDEN ST WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0000010956-2017-2017-0000-00 of $181.00	DPCDSO	3/24/2021 7:00:07 PM		181.00
835615	KENNETH HARDY	1671 NC HWY 102 W CHOCOWINITY , NC 27817	Overpayment on Payment of CHECK on Bill # 0000004473-2015-2015-0000-00 of $67.08	DPCDSO	3/24/2021 7:00:07 PM		67.08
835617	TERRY GLENWOOD SMITH	661 TURKEY TROT RD #2 WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0000002449-2016-2016-0000-00 of $582.00	DPCDSO	3/24/2021 7:00:07 PM		582.00
835618	JOSEPH L DOTSON	405 SHADY BANKS ROAD WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0000052332-2016-2016-0000-00 of $266.00	DPCDSO	3/24/2021 7:00:07 PM		266.00
Total							3,488.13

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Dangerous Dog Board Appointment

Summary of Information: Ms. Stacey Pack was the Department of Social Services representative on the Beaufort County Dangerous Dog Board. Ms. Pack is retiring this year and will no longer be able to fill this appointment.

Ms. Linda Roberts is interested in serving on the Dangerous Dog Board as the representative for Social Services.

Submitter Recommendations/Motions: Staff recommends appointing Ms. Linda Roberts to the Dangerous Dog Board as the representative for DSS.

Attachments:

Application for Citizen Service - Volunteer Form

If you are a citizen of Beaufort County and would like to serve on one of the County's boards or commissions, please complete this application and return it to the County Manager's Office, 121 W. 3rd St. Washington, North Carolina 27889 or e-mail katie.mosher@co.beaufort.nc.us Applications will be on file for one (1) year. After which time applicant will be required to update Volunteer Form.

Name Linda Roberts

Mailing Address 308 E. 12th Street

Township you live in: Washington

Telephone (home) (252) 945-1223 (business)

Email address lroberts50@icloud.com

Are you a registered voter? (Yes) No

Have you ever been convicted of a felony? Yes (No)

Please identify any talent, interest, skill, experience or educational preparation which might be helpful to a board or commission.

I have been a member of the Humane Society of Beaufort Count for over 20 years. Volunteered with the Bc Animal Control

Board or Commissions upon which you are interested in serving:

Beaufort County Dangerous Dog Board

As a member of a Board or Commission, you will be expected to attend at least 75% of the meetings. Please note the by-laws of some Boards and Commissions limit the number of terms served. This application is a notification of your interest to serve on a Board or Commission to be considered by the Board of Commissioners when a vacancy occurs. Thanks for your interest in Beaufort County Government.

Signature Linda Roberts Date 3-18-2021

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Approval of Board of Commissioner Minutes

Summary of Information: Approve the March 1, 2021 Regular Session meeting minutes submitted by the Clerk to the Board.

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

Attachments:

The Beaufort County Board of Commissioner met in regular session Monday, March 1, 2021 at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

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

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

Chairman Waters welcomed everyone and called the meeting to order.

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

Conflict of Interest Statement

Chairman Waters said at this time we're down to the Conflict of Interest Statement. He said I need to disclose the fact that I am a stockholder of Wilkes Telephone Cooperative which owns RiverStreet Networks, which will be discussed later tonight and I don't see it as a conflict because of the fact that I don't get a direct cash benefit from the transaction in consideration but if anybody would like for me to excuse myself at that time I'll be glad to do that.

No one spoke and there were no other conflicts.

Approval of Agenda

Motion: Vice-Chairman Langley motioned to approve the amended agenda. Commissioner Deatherage seconded. The vote was unanimous.

Public Comments

Ms. Dot Moate said I've got something good to say tonight. She said I wanted to tell the Commissioners how important the Health Department has been with their injections of the vaccine. She said they're about as organized as I've seen a group in a long time. She said I work up there once a week at the Community College. She said it is so organized and I just wanted you to know that they are doing a good job. She said we did I think close to 300 today. She said they were just coming and coming, and it was amazing, and I just wanted you to know in case you weren't aware of it. She said I know that Mr. Madson is doing a wonderful job and I just wanted to tell you all.

Legislative Updates for Elected Officials

No elected official asked to speak.

Items for Consent

1. Budget Reallocation, Health Dept
2. Budget Amendment, Health Dept
3. Budget Amendment, DSS
4. Budget Amendment, DSS
5. Purchase Order Over $30,000, DSS
6. Reporting of Internal Transfers
7. Tax Collector Refunds Over $100
8. Tax Assessor Refunds
9. Approval of Board Minutes

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

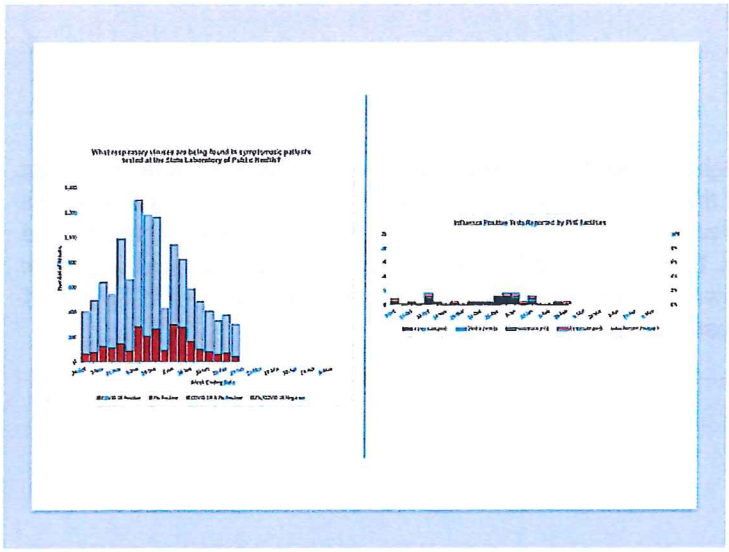
Yes Vote	**No Vote**
Chairman Waters	Commissioner Richardson
Vice-Chairman Langley	
Commissioner Booth	
Commissioner Deatherage	
Commissioner Rebholz	
Commissioner Walker	

See Addendum 1

Covid-19 Update

Chairman Waters said did you hear the nice compliment that you got in the back.

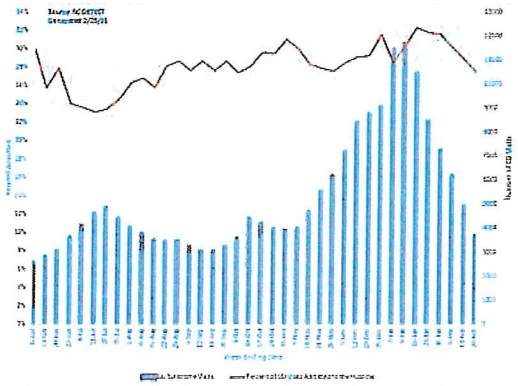
Mr. James Madson said yes, I did and thank you. He said that's really a reflection of the staff that works there. He said they're all very enthusiastic and aware of how important this operation is and it's a reflection on their efforts and the volunteers. He said we are on day 343 since our first case so we're approaching one year since our first case in Beaufort County. He said recognizing that it's been since last February that we've been working towards the operations that have unfolded over the last year. He then gave the following presentation:



Beaufort County Influenza Deaths
ICD-10 codes J09-J18

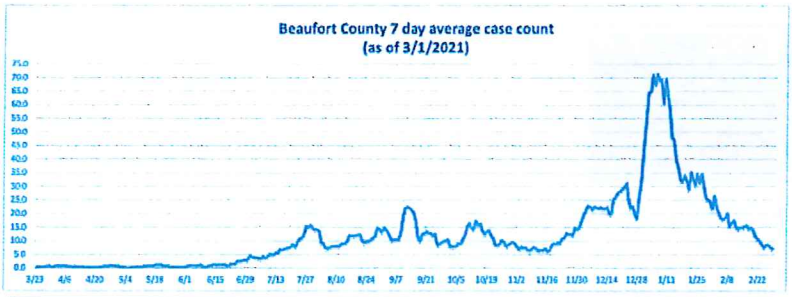
	2013	2014	2015	2016	2017	2018	2019	COVID
NC	1930	1869	2113	1896	2079	2067	1733	11,212
BC	7	6	6	6	9	15	7	81

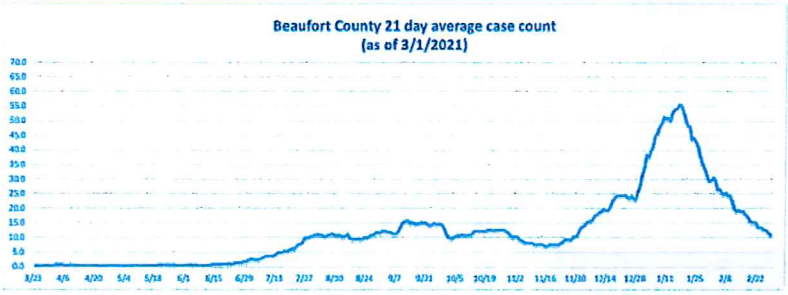
North Carolina COVID-19



Monday, March 1, 2021		
Tests conducted on Beaufort county residents (to date)	38,088	
Total cases (tested positive)	4,283	
Total hospitalizations that have occurred	197	4.6%
Total Deaths*	81	1.9%
Average age of deaths (years)	78.5	
Known active cases currently in the county	126	
Currently hospitalized	4	3.2%
Currently on a ventilator	1	
Total cases recovered	4,076	95.2%
Outbreaks and Clusters		
Nursing Home	-	
Residential Care Facility	1	
School	-	
Childcare	-	
Deaths* from long term care facilities	40	49%

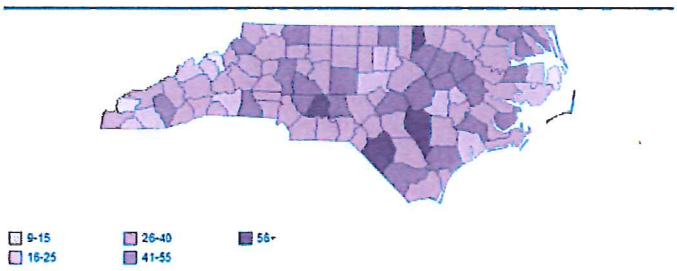
*Deaths reported through this website have been confirmed through a review of the death certificates. This validation process can sometimes take a long time when a resident passes in another County or State. Other sources may report presumptive totals and therefore will vary with those reported here.





Rates over the last 14 Days

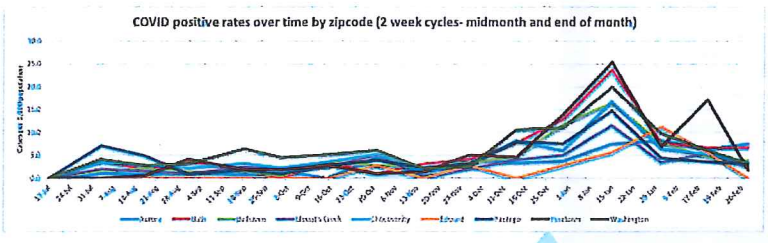
Beaufort County = 38 / 10,000 (179 cases)



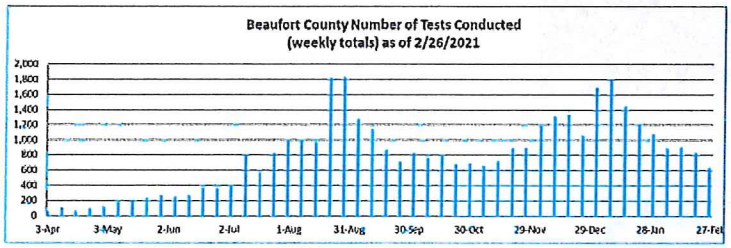
Per 10,000 population

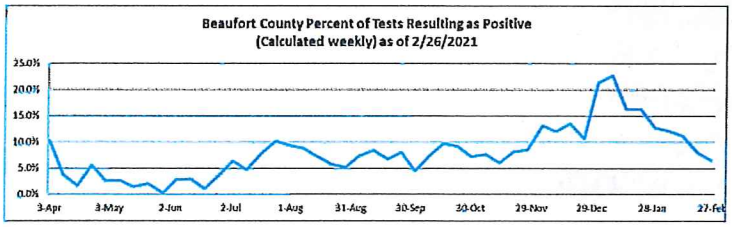
As of 1 March (source NCDHHS)

Zip Code	Municipality	Population	Cases	Rate	Deaths
27806	Aurora	2664	146	54.8	2
27808	Bath	1939	185	95.4	3
27810	Belhaven	4377	312	71.3	4
27814	Blount's Creek	1989	107	53.8	3
27817	Chocowinity	7773	601	77.3	8
27821	Edward	358	11	30.7	0
27860	Pantego	2246	165	73.5	1
27855	Pinetown	2168	199	91.8	5
27889	Washington	27016	2736	101.3	55



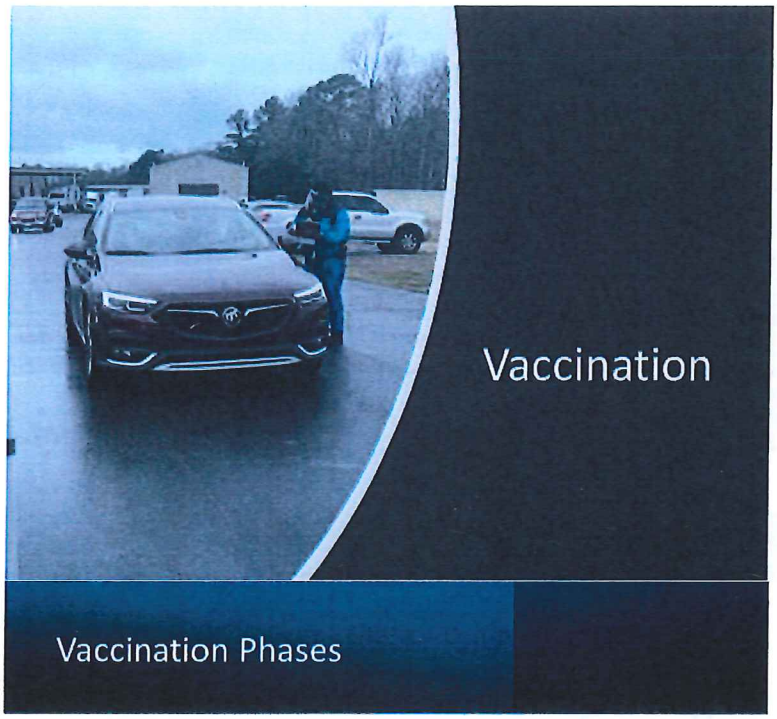
Testing

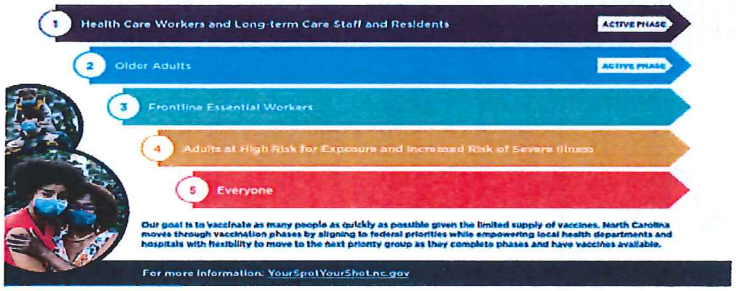




Test Sites

- Workdays – 9AM to 12PM at the Health Department (changing to 9 to 11PM soon)
- Mondays – 10AM to 4PM at Fresh Anointing Church in Aurora
- Tuesdays - 9AM to 1PM at Cornerstone Church
- Wednesdays – 11PM to 5PM at the Wilkerson Center in Belhaven
- Fridays – 12PM to 4PM at Spring Garden Missionary Baptist Church in Washington





Monday, March 1, 2021		
Beaufort County Population (NCSCHS)	47,079	
Residents that have received the first dose COVID-19 vaccine	9,424	20.0%
Completed COVID-19 vaccine series	4,224	9.0%
Total Doses administered	13,648	
Population over 65 years of age (NCSCHS)	11,281	
Over 65 that have received first dose of COVID-19 vaccine	7,095	62.9%
Over 65 that have completed series	3,188	28.3%

Vice-Chairman Langley asked is there any way we can do after hours vaccinations.

Mr. Madson said well I guess we could, but I was trying not to burn out my staff, so we were trying to stick mostly to the schedules that they're doing. He said do they have specific numbers that they're referring to.

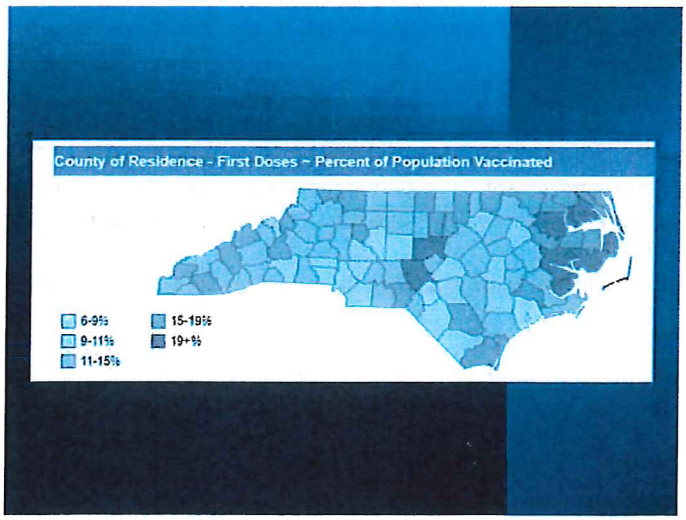
Vice-Chairman Langley said no and so I'll ask it this way, what about with the pharmacies. He said how long will it be before the vaccines are available at pharmacies because I think that will pretty much solve the after-hours.

Mr. Madson said each Walgreens is getting 100 per week as far as I know at this point so the Walgreens in Belhaven and the Walgreens in Washington. He said I know Washington has some, but I don't know if Belhaven has yet, so they've already started receiving vaccines. He said O'Neals is going to be receiving some this week and so they'll be able to start sending some out as well.

Chairman Waters said when you look at the 7,095, does that include people that have gone to Greenville or any other location to get the vaccine.

Mr. Madson said these numbers are reported for every Beaufort County resident no matter where they receive their vaccine. He said I did look at this and the Health Department, Agape and Vidant, which are the partners in the Beaufort County area, have done 6,400 of those so that's about 2/3's of the County. He said the rest of them were done outside the County. He said being this close to the Greenville mega-center is very beneficial to us.

	Phase 1&2	
	Expected	Actual
Minorities	21.8%	20.7%
White	77.7%	76.8%
Others	0.5%	2.2%



Other Vaccine Info

- We are being allocated 600 per week for the next 2 weeks. Partnering agencies have 300 per week
- We have scheduled 1700 over the month of March
- Special Event and Equity doses have been a boost to our county total
- We are working with businesses and churches to distribute the extra doses

Other Vaccine Info

- Johnson & Johnson (Janssen) to begin allocations
  - Single dose verses two doses for Moderna and Pfizer
  - Efficacy is 66% (verses 92-95%); 85% prevention of severe illness
  - 500 expected this week
  - Targeting efforts
- Estimated 18,000 eligible for Phase 3
- 30-50% expected to desire the vaccine (5-9K)
- Movement of POD to Health Department

Commissioner Rebholz said are you tracking the percent of teachers that are getting vaccinated.

Mr. Madson said I have the numbers. He said I'm not tracking, I can get the numbers for you, I don't know them off the top of my head right now.

Commissioner Deatherage said a follow-up to that question, all the teachers are, they are in a position to get the vaccine.

Mr. Madson said they have all been offered the vaccine, and the community college as well.

Commissioner Deatherage said is it easier for them. He said it was tough for people like me to get the vaccine, you know, going through the computer and getting it right at the right time and bomb, yay, we got it, we'll be there but for the teachers, is it easier for them.

Mr. Madson said I would say yes because we put aside the doses. He said this two weeks that we've had right here, since our 65 and older we have covered, we still have vaccine for the 65 and older but during this two weeks phase III, semi-phase III, I've used those doses to try and target places like the schools. He said I've told the schools; give me your numbers and we'll get them vaccinated. He said we're using the school nurses actually to get them vaccinated.

Commissioner Deatherage said you're working with them one on one and understanding that they're our most essential people, outside our elderly.

Mr. Madson said we're working with the schools, we're working with childcare centers, working with infrastructures like government employees, working with municipalities, the court system, we're working directly with them for people who wants it, we're doing those during these two weeks until the March 10th roll-out.

Commissioner Richardson said the schools include charter schools and private schools.

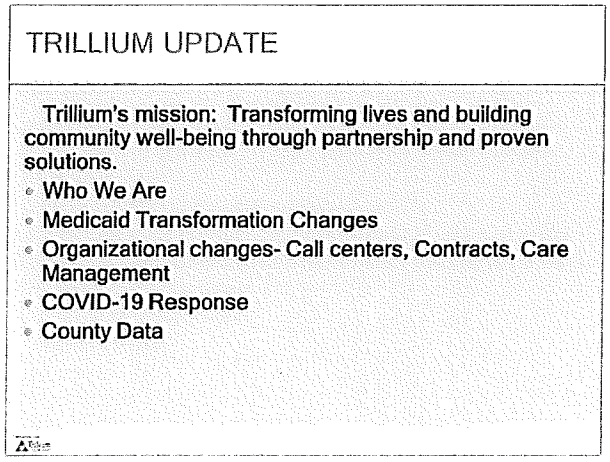
Mr. Madson said that's correct.

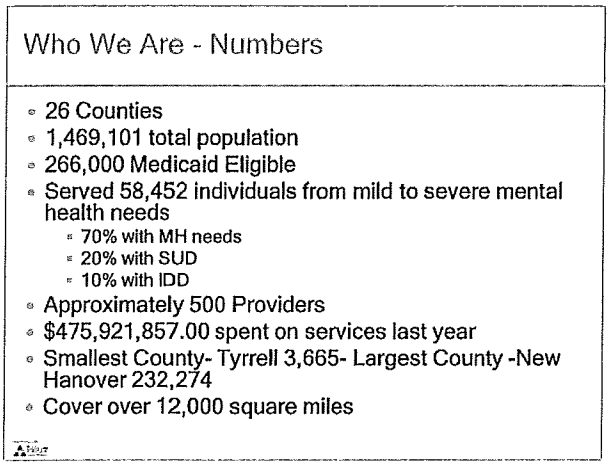
Commissioner Richardson said so they've all been notified.

Mr. Madson said they've all been given the opportunity to get the vaccine.

Trillium Annual Report

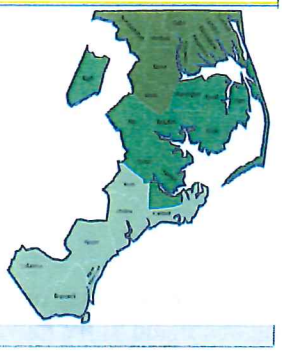
Mr. Dave Peterson said before Mr. Madson leaves my first statement here is as you may or may not know, Mr. Madson serves on our regional advisory board and he serves on our governing board and as we move into whole person health he has been a very valuable asset to our board and will be as we move into the next couple of years. He said I'd also like to thank Vice-Chairman Langley who also serves on our regional advisory board and I look back, we've been doing this for you for the last seven years and Vice-Chairman Langley has been the chair of our regional advisory board for the last seven years so thank you for doing that. He then gave the following presentation:





Trillium Map per Region

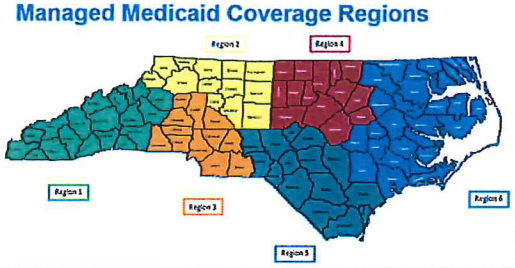
REGION	POPULATION	SQUARE MILES	# OF COUNTIES
Northern	2[illegible]9	3511	10
Central	494,441	4,717	9
Southern	772,691	4,176	7



Medicaid Transformation- Standard Plans

- Standard Plan- 5 companies were awarded
  - Amerihealth Caritas NC Inc.
  - Blue Cross Blue Shield of NC
  - UnitedHealthcare of NC Inc.
  - WellCare of NC Inc.
  - Carolina Complete Health- covers regions 3, 4 and 5
  - These Plans will be managing the mild to moderate Medicaid behavioral health recipients

Map of Standard Plan Regions



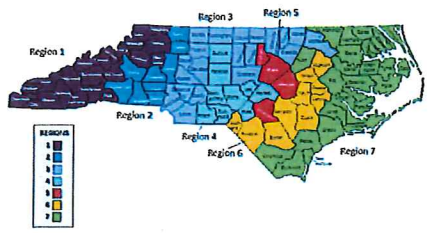
Medicaid Transformation Standard Plans continued:

- Standard Plan Insurance Companies Timeline:
- March 15th through May 14th - Open Enrollment
- May 15th- Auto enrollment
- July 1st 2021- Standard Plans begin to serve Medicaid individuals with Low to Moderate needs

Medicaid Transformation Tailored Plan:

- 5-7 Managed Care Organizations- NCACC recommended the current LME/MCO map
- Managing the high risk/high cost individuals with mental health, developmental disabilities and substance use
- DHHS released the RFA on November 13th 2020
- Managing the whole person- both physical health and behavioral health

Behavioral Health I/DD Tailored Plan Regions



Medicaid Transformation Tailored Plan Continued

- Applications were due back to the state on Feb 2nd 2021 and we submitted ours on time
- DHHS will award the contracts on June 11th, 2021 to 5-7 MCO's
- We will have a readiness review late fall
- July 1st 2022- Begin the Tailored Plan the more Severe behavioral Health, Substance use and IDD population like we do today

What will it Look like

- Manage the whole person both Behavioral and Physical health
- Focus on the Social Determinants of Health-
  1. Transportation
  2. Housing
  3. Food Insecurities
  4. Employment
  5. Personal Safety
- Contract with every pharmacy in our 26 counties
- Contract with all primary care physicians that provide services to Medicaid consumers
- Provide Tailored Care Management

Organizational changes

Call Centers
- Pharmacy
- Provider
- Nurse
- Current Call Center

Contracts
- Pharmacy
- Primary Care Offices

Care Management
- Whole Person Care

Impact today

- Consumers will remain with the same services with their MCO
- We will still move forward with developing the infrastructure to serve the whole person
- Work towards contracting with pharmacies and primary care services

COVID - 19 IMPACT

- Setup a separate webpage for all of our information regarding COVID-19
- Some rate increases extended ranging from 5% - 30% to Network Providers
- Waiving Prior Authorizations
- Supplying COVID Kits to providers/consumers
- Respite for Children with IDD increased to 30 hours
- Telehealth continues to be provided when needed
- Food Delivery

COVID-19 Impact continued...

- Promoting Hope4NC
- HOPE Program to address housing
- Trillium continues remote status with office usage limited to 15% of allowed capacity
- Access to Care continues to be in operation 24 hours per day.
- https://www.trilliumhealthresources.org/news-events-training/coronavirus-information

Project Updates

DSS Respite Homes
1200 Naloxone kits
COVID Kits for Providers and Consumers
Increased Rates for providers Direct Care Staff
Hand Sanitizer stations at Playgrounds
Racial Equity Projects- internal and external
Safe Schools/Health Kids- online training on a variety of topics
Crisis and Disaster Response Department

Consumers served in Beaufort County

Total Consumers served - 2,784

Mental Health - 2,027
Substance Use - 721
I/DD - 240

Total is unduplicated, since a single individual may receive services in more than one category

Commissioner Richardson said talk a little bit about your substance abuse other than providing counselling, what else do you do.

Mr. Peterson said so there are providers that we have contracts with and I'll give you some technical terms, there's substance abuse intensive outpatient, which is a licensed facility where they can go three days a week for three hours at a time and then there's substance abuse intensive outpatient where they can go five days a week where they go 3 hours at a time and receive those services along with the basic outpatient mental health and substance abuse services and things like that but we do have those facilities in our catch-man area.

Commissioner Richardson said what happens in those three hours a day, two or three times a week, what do you do.

Mr. Peterson said we contract out with a provider to do that service, let me make sure you hear that, and what they do is they'll talk about every aspect of the impact of the substance abuse on their life so if its job related, if its marriage related, if its parenting related, if it's work related, they'll hit on all those aspects of the individual and how to do a clean recovery. He said everybody has a different perspective on what recovery is. He said a lot of folks go with the abstinence model but there's also a lot of other ways of doing it now.

Commissioner Rebholz said can you give us some idea of what metrics you use to gauge your success.

Mr. Peterson said we have a variety of required metrics at the state level that we have to report on and a lot of them, I'll say just one off the top of my head, re-admissions to the hospital. He said when someone has a substance abuse or mental health issue, that's one of the metrics but there are a lot metrics that we go on to gauge the success that we do.

Commissioner Rebholz said is that on your website, is there a place on your website.

Mr. Peterson said our annual report that we have on our website has a lot of those statistics, yes, and if you want more than what's on our website please feel free to email me or call me and I'd be happy to get that for you if you're trying to drill down to a specific area.

Commissioner Rebholz said who is going to help all these people work their way through these five different providers.

Mr. Peterson said the state has set up two kinds of support systems. He said one is an ombudsman system where if an individual isn't happy with the services and support they're getting they get an ombudsman who can help them get the appropriate services but there's also these individuals who are called enrollment brokers who can lay out the five plans in front of them. He said one of the pieces to that though is they can lay out those five plans and then talk to Dave Peterson about what I'm going through but they can't say Dave, you fit best in this plan, you need to choose this one. He said what they can say is here's the five plans, here's what your needs are, you decide and I will say there's a variety of benefits from each one of those plans and also, they're all on the website, on the state website.

Commissioner Booth said it's also true that nobody can be left out. He said even if they aren't in one of those plans you have to take them.

Mr. Peterson said the plan is the state really doesn't want anybody falling through the cracks, which is why this year, and like when I started in 2018 with you all, planting the seed that now this is right in front of us July 1st so I'm encouraging every county that I go to, start talking to your constituents that are on Medicaid, not Medicare, Medicaid and if they are needing mental health, disability or substance abuse services they need to know about this.

Commissioner Booth said the ones that don't get enrolled then we start appointing them to 1, 2, 3, 4, 5. He said who's informing those people if they're not satisfied with the one they're with that they have the option to opt out and go to a different one.

Mr. Peterson said the provider agencies they're currently receiving services from, those are the providers that are going to be talking to the individuals because the individuals are first going to talk to their provider and say I'm not happy with this coverage right now so the providers will be the first line of communication or there may be some that will go to the DSS because you get enrolled in Medicaid through DSS but they can also call us.

Chairman Waters said are you saying that if we get a question from someone that we probably should steer them back to the provider, that they should probably have a conversation with their provider if they're a little bit confused.

Mr. Peterson said yeah, I would say there's multiple avenues. He said the state website has a lot of information on this but the enrollment broker, and that's on the state website who they can call. He said they can call their provider, they can call any of the other plans of the five, so there's a variety of ways folks can get their answers.

Public Hearing, Assign Private Road Name – Francis Magnolia Lane

Motion: Commissioner Booth motioned to open the public hearing. Commissioner Rebholz seconded. The vote was unanimous.

Mr. Carlton Gideon said this is a petition to name a private road submitted by Carmella Ramirez-Diaz, to name an easement approximately 500' in length. He said the easement attaches to Cayton Road on the western edge of Chocowinity Township. He said it's approximately 125' east of Cayton Road and Crystal Lane. He said the petition is being submitted because there was an application for a third address to be served by the existing easement so per our naming and addressing ordinance, when there is a third address on an easement it is required to be a named road. He said I submitted an advertisement to the Washington Daily News to be run on February 17th and February 24th, I posted notice of a public hearing at the courthouse and the Chocowinity post office and I also provided a notice to be posted at the Chocowinity Fire Department. He said the petition has three proposed names, Frances Magnolia Lane, Tori Drive and Victoria Court. He said the majority of the property owners supported all three choices, as shown on the petition. He said land records found that Victoria Court shouldn't be used because there's an existing Victoria Drive. He said Frances Magnolia Lane is acceptable and Tori Drive is also acceptable because there's no duplicates or similar sounding names. He said staff recommendation is to approve the applicants first choice of Frances Magnolia Lane.

Chairman Waters asked if there was any citizen that wanted to speak.

No one asked to speak.

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

Public Hearing – Rename a Public Road – Somerset Drive

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

Mr. Gideon said the second petition was submitted by Christopher Furlough to rename American Legion Road, a state-maintained road in Washington Township. He said it's approximately 1,400' in length, it starts at Market Street Extension near the airport and it terminates into Somerset Drive, which is a private road in the Washington City limits. He said it provides access to the Somerset neighborhood so basically you have the American Legion Road, the public Road from Market Street Extension, then it turns into Somerset and goes into the Washington City Limits and serves the Somerset neighborhood. He said the petition has been submitted to extend the Somerset Drive Lane to the Market Street Extension. He said it would still be publicly maintained it's just the name would be changed to match Somerset, the private Somerset Drive. He said the advertisements were also run in the Washington Daily News on the same dates. He said I posted a notice of public hearing at the County courthouse. He said I provided a notice to be posted at the Department of Social Services and Washington Fire Station 1. He said I checked with Gene Hickman at NCDOT and he said that there shouldn't be any issues on his end with the renaming and as I said the existing state-maintained portion will continue to be public. He said the petition I attached shows all adjacent property owners have given their approval for the name change so the staff recommendation for this is to approve the applicant's choice of Somerset Drive.

Chairman Waters asked if there was anyone who wished to speak.

Commissioner Booth said you said all of the property owners had agreed, two of them hadn't signed. He said do you have any documentation that says they do.

Chairman Waters said there's two additional pages and each one had just one signature on it.

No one else asked to speak.

Motion: Commissioner Rebholz motioned to close the public hearing. Commissioner Richardson seconded. The vote was unanimous.

Petition to Name a Road – Francis Magnolia Lane

Chairman Waters said this is the actual motion to name the private lane. He said can I get a motion.

Motion: Commissioner Deatherage motioned to approve naming the private road Francis Magnolia Lane. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 2

Petition to Rename a Public Road – Somerset Drive

Chairman Waters said the next one is Somerset Drive.

Motion: Vice-Chairman Langley motioned to rename American Legion Road to Somerset Drive. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 3

Public Hearing, Limited Obligation Bonds and USDA Refinancing

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

Ms. Anita Radcliffe said a public hearing is needed tonight to receive comments because the County is borrowing money in the estimated amount of $34 million to refinance the 2012 limited obligation bonds relating to the water system. She said the County also intend to borrow approximately $3 million to refinance a USDA loan related to the Allied Health building at the Community College. She said these refinancing's will save the County money through the overall lower debt service costs and the County will also be using borrowed funds to pay for closing costs. She said the refinancing's will be secured by liens on the property acquired or improved by the original financing. She said there will be no recourse to the County or its property other than the pledged collateral in the event of default. She said the public notices were published in the February 17th addition of the Washington Daily News.

Chairman Waters asked if there was anyone in the audience who would like to speak.

No one asked to speak.

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

See Addendum 4

Refinancing Limited Obligation Bonds and USDA Refinancing

Ms. Radcliffe said we're very fortunate to have tonight at our meeting our friends from Davenport and Company and also our bond counsellor attorney from Sanford Holshouser, Mr. Bob Jessup, and Ted Cole. She said I'll be calling on them a little later to help on the limited obligation bond presentation but first I'd like to go over the USDA loan with you and you can find that on page 209 in your book. She said currently we have a USDA loan with an outstanding balance of approximately $2.7 million. She said the current interest rate on that loan is 3.5%. She said it was a 30-year loan. She said we've paid eight payments on that loan, so we've got 22 years left on that loan. She said based on current interest rates and shortening the loan by 10 years we estimate we can save $825,000 by refinancing this loan. She said you can see that schedule on page 2009. She said the old payment column that lists $175,718, that's the current principal amount with interest that we're paying on the current USDA loan. She said if we were to go out and get the 12 year loan from a bank in an installment contract at, we're estimating a 2% interest rate for 12 years the new payment would be the $253,266 so the savings, or the budgetary impact would be we would pay an additional $77,548 in annual debt service however we would pick up all that savings on the back end, the last 10 years of the loan by shortening that amount by approximately $825,000. She said so the next step for the USDA loan is to issue RFP's to local, regional and national banks and we hope to do that next week and we should have those back in time for your April meeting so we can bring back a recommendation on the USDA loan.

Chairman Waters said is there a pre-payment penalty on the USDA loan.

Ms. Radcliffe said no.

Chairman Waters said is that the one that had something to do with the economic development administration in Atlanta or am I getting that confused with one of the projects out at the industrial park.

Mr. Alligood said you may be getting it confused. He said this is a USDA loan, it's not an EDA loan.

Chairman Waters said I think it was. He said we ran into some problems refinancing that one.

Ms. Radcliffe said what I did learn from Mr. Cole, our financial advisor, my original intent was to go out and maybe do a 15 year loan but he was informing me that the LGC, they don't like to extend the number of years of a USDA loan beyond the number of years you would've originally borrowed so for the LGC on a building like the college building, they would've allowed us to borrow 20 years for that loan originally and since we've paid eight years on that loan they don't like to see us go more than 12 years on the refinance.

Chairman Waters said I also assume there's more opportunity for a 12-year loan rather than a 15 with the commercial banks.

Ms. Radcliffe said yeah, in talking with the local bankers they said they don't like to go longer than 15 but they probably would like a 12 better.

Mr. Alligood said Mr. Jessup will be happy to argue that point with the LGC as well because he does not believe that's appropriate sir.

Chairman Waters said you think 15 years is appropriate.

Mr. Jessup said I have a lot of feelings on that topic which I have expressed vociferously with the staff but so far to no avail, so far.

Chairman Waters said here again it should be related to the life of the building or the asset. He said are you ready for questions.

Ms. Radcliffe said if there aren't any questions relating to the USDA loan, I'll bring up Ted Cole to speak on the limited obligation bonds.

Chairman Waters said are there any questions.

Mr. Ted Cole said I'm with Davenport and Company. He said I'm talking off a refund summary that I believe starts on page 205 of your packet. He said as Ms. Radcliffe said we have worked with the County previously as financial advisor on different types of financing and capital planning so what she just described was one potential refund for a USDA loan on an allied health building. He said it's pretty straight forward. He said the transaction I'm going to describe, in concept, is very much the same but there's a few more moving parts and thee would be what we call limited obligation bonds. He said they are commonly issued on North Carolina and what we're talking about doing is refinancing bonds that you all sold back in 2012. He said back in 2012 you refinanced several USDA loans tie to your utilities and you derived savings from that transaction in 2012, a pretty substantial savings. He said those bonds, the 2012's are coming up again to be able to be paid off or refunded and so it's another opportunity to be able to take advantage to repay or pay off these bonds and issue new debt in the market. He said when these bonds were sold in 2012 they had a 10 year period where they could not be called and we're right at about that 10 year mark so that's why we are tracking this and we've talked with about it on and off over the past few months. He said so the public hearing this evening that you held was applicable to the USDA refinancing that Ms. Radcliffe just spoke about and the one that I'm talking about. He said it was a combined public hearing, so it checks the box for both of these potential refunding's. He said you'll know about the USDA refunding when the bank bids come back. He said with this transaction, because this transaction goes out to 2041, because again it's utility related, it's not general fund related, these bonds go out until 2041 and so we're talking about, give or take, 20 years, we are proposing to do this refunding through the bond market, which is exactly what you did in 2012. He said so rather going to the banks we would go out and issue bonds to refinance these 2012. He said there's a few more moving parts than a bank financing. He said we've got to develop more extensive documents and get a bond rating on those bonds. He said again, that was done in 2012 but you've got to do it again. He said we've established a schedule with staff and with the Local Government Commission in Raleigh where we would be working towards that. He said when we submitted the material for this agenda packet, I'm on page 206, this is the summary of this refund where we are paying off the old bonds and we're issuing bonds in the market and the net effect of all of that, on the far right side of the page, about $3.4 million of estimated savings over the remaining life of the loan. He said so we aren't shortening it, we aren't extending it, we were trading in higher interest rate debt for lower interest rate debt. He said we were covering our issuance cost and we were somewhere around $170,000 a year savings. He said last week we saw quite a bit of movement in the bond market, both the tax-exempt rates and the tax rates, US Treasury rates

moved, and moved higher. He said better economic news, better news on vaccines and infections and things of that nature and concerns about inflation so the long and short of it is in the span of about a week interest rates moved higher in such a way that our estimated savings are now at about $2.5 million. He said not bad savings, but they have moved lower than compared to the summary that is in front of you. He said they will continue to move around until we get to our sale date and I'm going to talk about our schedule again in a moment because again, when we go to the bond market we're getting these documents together to issue the debt, we're talking to the rating agencies, we're going through the LGC process and what we've got for this particular transaction is we've got a sale date to sell these bonds on April 19th. He said that's the date the LGC gave us so we will be watching the market between now and then to make sure the market is supporting the refund at a level where the savings are adequate and worth the effort. He said we will back to you all at your April meeting on this to ask for you to consider your second of two approvals. He said this was the preliminary, there was a public hearing, there's a findings resolution, which is step one. He said step two would be an approval at your April 5th meeting and we'll be able to provide you an update, we'll be able to discuss establishing parameters for this refunding, meaning if we can't achieve a certain level of savings we don't want to move forward, and so that you've got some protection and you can direct your staff to hold off on the refunding all the way up to the sale date. He said I want to make sure that you are aware that while I think it's a very viable opportunity but as I've explained we've seen rates move pretty significantly in the last week or so, which has impacted the savings and if that trend were to continue with rates rising, there certainly would come a point where we would say we just don't want to move forward with this but you would have another specific action for this Board to consider in April and we'll be able to work with your staff and the Local Government Commission to be sure that if we move forward with the bond sale we're doing it within established savings parameters and in a way that's consistent with what you want to achieve with the refunding. He said the LGC will consider this for approval at their April 13th meeting. He said if we continue to move forward we will be selling these bonds on April 19th, that's the date where the interest rates would be locked in and the savings would be locked in and a couple 2 or 3 weeks later is when we would close. He said the financing that Ms. Radcliffe just talked about would happen on about the same path but with a few moving parts because that's a bank loan instead of issuing these on the bond market. He said so I think there's a finding resolution that you all will consider this evening that will, if approved, clear the path for both the USDA Allied Health refunding and this refunding and step one of a two-step process and we'll be back in April to give you an update and for you to consider the final resolution for both of those.

Commissioner Richardson said we'll pull the offering if the interest rates don't go our way, that's what you said essentially.

Mr. Cole said absolutely.

Chairman Waters said did the bond market dip today when the stock market went up.

Mr. Cole said the tax-exempt bond market didn't move very much. He said we get something every day that kind of resets what interest rates have done on tax-exempt markets, it really did not move much, nor did the taxable US Treasury market but last week was sort of steady, day in and day out, movement higher, which in effect it just starts to eat into the rates. He said we're also watching legislation. He said there's been some new legislation introduced about trying to allow some greater flexibility on what we call advanced refunding's, which is what the LOB's transaction is. He said we don't know if we'll get any traction, if and when, but we will watch that and make sure we take that into consideration as we talk about that moving forward.

Ms. Radcliffe said so the next step tonight is we need action to adopt the resolution on page 201.

Chairman Waters said just to summarize, we're looking at a savings of $2.5 million if rates stay where they're at.
Mr. Cole said correct.

Motion: Commissioner Richardson motioned to adopt the resolution entitled "*Resolution supporting application to the Local Government Commission for its approval of financing agreement – Further refinancing of 2012 Water Districts Refinancing and Refinancing of the 2013 USDA Loan*". Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 5

Finance Report

Ms. Anita Radcliffe gave the following finance report:

Sales Tax Revenue Collections Compared to Last Year

Sales Month	FY 19-20 Actual	FY 20-21 Actual Revenue	FY 20 to FY 21 Difference	% Change to Prior Year
July	804,652	973,620	168,968	21.0%
Aug	854,427	883,512	29,085	3.4%
Sep	814,734	907,282	92,548	11.4%
Oct	804,684	916,076	111,392	13.8%
Nov	777,599	950,382	172,783	22.2%
Dec	930,297	1,042,615	112,318	12.1%
Jan	788,529			
Feb	764,137			
Mar	921,933			
Apr	776,231			
May	933,146			
Jun	1,062,286			
	10,232,656	5,673,487	687,095	

Ad Valorem Tax Collections

Ad valorem Tax Collections through February

	2/28/2020	2/28/2021
	35,021,803	35,421,403
	95.3%	94.9%

Other Revenues Collections

Other Revenue Collections through February

Revneue Source	FY 19-20	FY 20-21	
Other Taxes & Licenses	$ 146,289	$ 184,456	excise tax up
Intergovernmental (DSS & Health)	6,029,332	6,377,064	COVID related funding
Sales & Service & Other	2,372,449	2,968,496	COVID Ins. Fees
	$ 8,548,070	$ 9,530,016	

GF Expenditures

Department/Division	ORIGINAL APPROPRIATION	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
104110 GOVERNING BOARD	341,934	361,023	222,617.87	28,900.00	109,505	69.70
104120 COUNTY MANAGER	480,741	486,005	286,262.23	3,720.00	196,023	59.70
104130 FINANCE OFFICE	639,352	650,628	393,488.85	16,167.26	240,972	63.00
104132 HUMAN RESOURCES	220,422	231,775	136,628.08	9,495.50	85,651	63.00
104135 NON-DEPARTMENTAL	506,138	688,116	589,565.97	51,067.24	47,483	93.10
104142 TAX ADMINISTRATION	943,640	982,770	637,384.72	10,000.00	335,385	65.90
104146 TAX COLLECTOR	581,019	603,695	374,701.64	0.00	228,993	62.10
104160 COURT FACILITIES	278,600	278,600	147,380.11	69,058.59	62,161	77.70

GF Expenditures

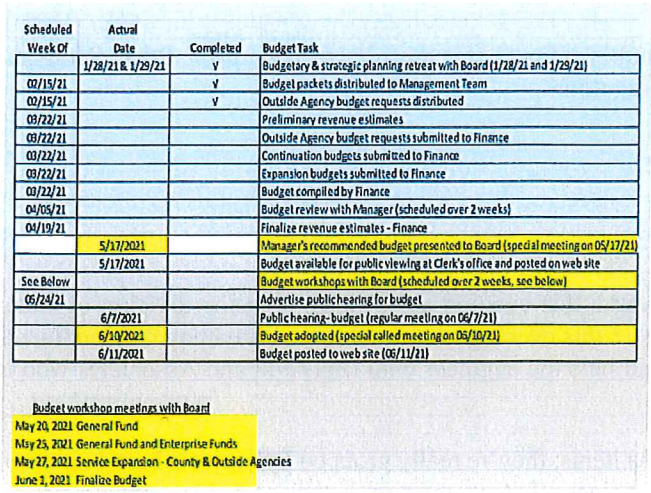
Department/Division	ORIGINAL APPROPRIATION	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
104170 ELECTIONS	381,369	459,254	332,724.86	1,639.46	124,890	72.80
104180 REGISTER OF DEEDS	389,320	402,560	225,045.34	622.35	176,892	56.10
104190 PUBLIC BUILDINGS	1,321,792	1,903,759	979,340.70	347,673.48	576,745	69.70
104310 SHERIFF	6,003,620	6,080,697	3,855,361.90	279,820.65	1,945,514	68.00
104320 JAIL	2,205,869	2,216,043	1,168,074.65	31,696.34	1,016,272	54.10
104325 EMERGENCY COMM	1,292,465	1,314,250	750,207.31	37,413.32	526,629	59.90
104330 EMERGENCY MNGMT.	393,549	436,473	258,076.81	3,495.00	174,901	59.90
104340 FIRE PROTECTION	163,340	163,340	70,269.51	0.00	93,070	43.00
104360 MEDICAL EXAMINER	55,000	55,000	18,250.00	0.00	36,750	33.20

GF Expenditures

Department/Division	ORIGINAL APPROPRIATION	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
104370 RESCUE	10,000	10,000	10,000.00	0.00	0	100.00
104380 ANIMAL CONTROL	364,109	380,156	224,360.67	0.00	155,795	59.00
104390 EMS	2,665,056	2,800,328	1,706,036.50	35,410.33	1,058,881	62.20
104900 PLANNING	292,051	298,058	139,485.39	49,453.50	109,119	63.40
104920 ECONOMIC DEVELOPMENT	304,498	307,018	190,222.37	7,061.84	109,734	64.30
104950 COOPERATIVE EXTENSION	255,129	255,129	170,956.49	0.00	84,173	67.00
105180 ENVIRONMENTAL HEALTH	694,979	690,030	365,346.89	521.28	324,162	53.00
105198 HEALTH-AIDS CONTROL	56,652	56,652	19,187.20	0.00	37,465	33.90
105480 ENERGY ASSISTANCE	529,702	742,767	624,379.42	0.00	118,388	84.10
105580 ALL COUNTY FUNDS	25,000	25,000	4,445.31	0.00	20,555	17.80

GF Expenditures

Department/Division	ORIGINAL APPROPRIATION	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
105840 AID TO THE BLIND	11,229	11,229	7,740.22	0.00	3,489	68.90
105900 BEAUFORT COUNTY PUBLIC	15,702,835	15,858,018	10,623,739.21	0.00	5,234,279	67.00
105920 COMMUNITY COLLEGE	2,937,118	2,937,118	1,958,078.64	0.00	979,039	66.70
106100 O/S AGENCIES	445,201	480,196	389,747.05	0.00	90,449	81.20
109100 DEBT SERVICE	2,780,297	2,780,297	1,455,417.72	0.00	1,324,879	52.30
109800 TRANSFER TO OTHER FUNDS	872,050	872,050	626,400.00	0.00	245,650	71.80
109910 CONTINGENCY	221,854	221,854	0.00	0.00	221,854	0.00
Expense Total	59,370,676	62,530,817	39,249,018.10	1,247,001.01	22,034,798	64.80



Scheduled Week Of	Actual Date	Completed	Budget Task
	1/28/21 & 1/29/21	v	Budgetary & strategic planning retreat with Board (1/28/21 and 1/29/21)
02/15/21		v	Budget packets distributed to Management Team
02/15/21		v	Outside Agency budget requests distributed
03/22/21			Preliminary revenue estimates
03/22/21			Outside Agency budget requests submitted to Finance
03/22/21			Continuation budgets submitted to Finance
03/22/21			Expansion budgets submitted to Finance
03/22/21			Budget compiled by Finance
04/05/21			Budget review with Manager (scheduled over 2 weeks)
04/19/21			Finalize revenue estimates - Finance
	5/17/2021		Manager's recommended budget presented to Board (special meeting on 05/17/21)
	5/17/2021		Budget available for public viewing at Clerk's office and posted on web site
See Below			Budget workshops with Board (scheduled over 2 weeks, see below)
05/24/21			Advertise public hearing for budget
	6/7/2021		Public hearing - budget (regular meeting on 06/7/21)
	6/10/2021		Budget adopted (special called meeting on 06/10/21)
	6/11/2021		Budget posted to web site (06/11/21)

Budget workshop meetings with Board
May 20, 2021 General Fund
May 25, 2021 General Fund and Enterprise Funds
May 27, 2021 Service Expansion - County & Outside Agencies
June 1, 2021 Finalize Budget

Ms. Radcliffe said let me just remind everybody that our Finance Committee meeting is Tuesday, February 16th at 3:00 PM. She said we'd love to have anybody that is interested attend. She said we've been a little messed up over the last couple of quarters with the pandemic but we're hoping to get back on track and that's our next meeting.

Award FY 20-21 Audit Contract

Ms. Radcliffe said it's that time of year again, we're going to need to audit, we do it every year, the County financials for the current fiscal year that we're in. She said if you remember back 2 years ago, we actually solicited bids for the contracted audited services, and they were awarded to Thompson, Price, Scott, and Adams so they have done our audit for the past two years. She said we've been very pleased with their expertise and professionalism and we are recommending that you, for the third year, award the auditing contract to them. She said they did also provide the lowest cost for the service. She said that contract is included in your packet.

Commissioner Rebholz said has the same CPA done both of the audits so far.

Ms. Radcliffe said yes. She said the managing partner, Mr. Thompson, his group has done the audit for the last two years.

Chairman Waters said I think when we discussed it two years ago, we were looking for a three to five-year contract but each year we do have that option.

Ms. Radcliffe said yeah, three years is a little short in my opinion because it takes a couple years to really learn how the process works.

Chairman Waters said if our financial consultant was here, he would probably tell you it raises red flags when you're flipping them every two years.

Ms. Radcliffe said that's right. She said I know some folks that have been with the same auditor for 16 or 17 years and that's probably way too long.

Commissioner Richardson said on the first page of the contract here do I understand items one through five it says will not be audited. He said I understand not auditing the Manager's discussion and analysis but the other four items in there, who audits those.

Ms. Radcliffe said item four and number five, they're numbers that are provided by the State. She said they just get dropped into our report. She said that's showing our proportional share of the LGER's, the retirement system contributions. She said item two and item three, the law enforcement separation and the OPEB liabilities, we contract with an actuary to provide those numbers to us.

Motion: Vice-Chairman Langley motioned to approve the audit contract being awarded to Thompson, Price, Scott, and Adams. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 6

Southside WTP Expansion Well Project

Ms. Christina Smith said the first item regarding public works this evening are dealing with the division of water infrastructure capital project funds that we have. She said here this evening to present to you the budget amendments as well as the budget ordinances is Mr. Rich Moore. She said he's the engineer with McDavid and Associates who is doing the construction administration for these projects.

Mr. Rich Moore said what we've got is we've got two agenda items; they're really grouped by projects based on when they were funded. He said the first item in your packets combines what we refer to as the southside water treatment plant expansion and well improvement projects which are funded through District I and what we call the Gaylord Booster Pump Station and Braddy Valve project that was funded through District V. He said these two projects are funded, bid, they have substantial overruns. He said they've been awarded, the District I project was contracted to T.A. Loving. He said the District V project was contracted with Peters and White. He said a requirement of the state is to provide closing fees related to the obligated funds. He said in the past the financial assistance programs required that the grant recipient or the funding recipient pay those funds out of pocket. He said because these projects were funded through the state ConnectNC Bond act of March 2016, that requirement was challenged and now the state will allow those closing costs to be reimbursed through the project funds if sufficient funds exist at the end of the project, or as a result of how it's been bid. He said both of those projects, as you all may recall, had pretty substantial overruns, required some redesigns, and some effort to get them within the existing budget. He said what we've got in terms of moving forward is in District I we've got some closing fees that need to be allocated and paid in the amount of $48,750 and for District V we've got, similarly, closing fees need to be allocated in the amount of $31,492.50. He said so what we've got for your consideration is to allocate funds to cover paying those closing costs and what we feel, and what we hope as we move forward, is that we'll be able to reimburse those closing costs through project funds as we go through the course of construction. He said additionally, in the District V project, when we negotiated the work, we initially had taken out the generator that was in that project at the Gaylord Booster Pump station and after we had completed the negotiations the desire was to add that generator back in or the County would pay for the cost of the generator, which amounted to $75,000. He said after going back to the contractor there was additional cost related to accommodating that generator that we had negotiated for that project and what I have got for your consideration in this budget amendment is to allocate funds previously to McDavid Associates for that construction cost so there is no additional out of pocket expenditures from the County to cover those costs. He said so for the first two projects, really, the net impact is to allocate funds to pay for the required closing costs to the state related to these two projects and those closing costs, the state uses a charge to, I don't' know how to say it politically but they take an administrative fee off of funds that they award to applicants to pay their staff fees and that's what these closing costs are used for. He said so our first action on the project for consideration is for District I and District V projects to allocate funds primarily to cover those closing costs that must be paid before they can be reimburse for expenditures related to the project. He said that's a quick summary and I'll be glad to answer any questions.

Commissioner Booth said please tell me, with a contract, how you get all of these overruns.

Mr. Moore said you mean the bid overruns.

Commissioner Booth said yes, how did we acquire the overruns because both of them are heavily, you know, out of bounds here. He said how did that happen.

Mr. Moore said you may remember when we initially bid the projects both of them were over $1 million the initial budget.

Commissioner Booth said we cut back on some things to make it fit.

Mr. Moore said fit the initial budget.

Commissioner Booth said yeah and now we're back here and we're going to add more money.

Mr. Moore said what we did, when the initial award was accepted by the County you were offering to comply with the requirements of the program which included the closing costs. He said those closing cost fees, even though they had been approved, had not been allocated to the project. He said in the past closing cost funds were an out of pocket expenditure of the funding recipient so that's why they were not included in these particular budgets because they were assumed that they would be provided by the recipient. He said what we're doing is adding those closing costs into the project so we can pay them and then we can also turn around and reimburse ourselves so hopefully, by the end of the project, we can meet those costs, reimburse the County for those fees so there won't be an out of pocket County expense.

Commissioner Richardson said what you're really saying is you're asking us to advance those funds based on if you don't write to many change orders we're going to get paid back.

Mr. Moore said that's correct.

Commissioner Rebholz said is there anything in that budget that you would take out now in order to accommodate this 2%, or 1.765%.

Mr. Moore said no. He said I've got contingency money available that will cover the cost in both projects. He said I feel confident in the District V project because that's a predominant lump sum for the contract, the items. He said District I, less confident because we're dealing with a well that we may have to look at changes depending on the what the test results on the well come back with.

Chairman Waters said I'm assuming we need two motions for the two resolutions, one on District I and one on District V.

Mr. Alligood said I think you can take them together or you can take them separately, whatever the Board wants to do.

Motion: Vice-Chairman Langley motioned to approve both resolutions. Chairman Waters seconded.

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

See Addendum 7

Chlorine Conversion Project, District I, IV, V and VII

Mr. Moore said this is kind of the next round of funding and by the time these funds were approved the challenge of the closing costs had been exposed so when we presented you the original budget on these projects we included closing costs in the budget ordinances that you adopted however, the closing cost had a 2% for loan money, 1 ½ % for grant money. He said in those original budgets that you adopted I had guessed wrong; I had the reverse. He said so what we've got for your consideration is resolutions that correct the closing cost fees that were already budgeted so there's no additional appropriation for any of those projects. He said actually it ends up putting in, you're moving a little bit of money towards contingency on each one of these projects. He said it's just really an internal correction of the budget based on how the awards have been made with the closing fees being 2% of the loan and 1 ½% of the grant. He said we're just fixing that in your budget.

Motion: Commissioner Richardson motioned to approve the budget amendments. Commissioner Rebholz seconded.

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

See Addendum 8

Solid Waste Disposal Card Program

Mr. West Overman said what I want to talk about to you tonight is during the February meeting we were asked to look into the Solid Waste disposal card program. He said there's an operation in Madison County, NC so we had a conversation with their solid waste director and got a little bit of information and what we want to do is present some of the pros and cons of what we see as a program implemented in Beaufort County as well as some estimated costs of that program. He said as you can see the Madison County was implemented, actually it was written into their ordinance in 2000 but they didn't start enforcing that until recently when the Board approved enforcement in September of 2020. He said they have been able to reduce their tonnage, but they were not able to quantify that at the time we were speaking to them. He said one thing that stands out on Madison County versus Beaufort County is they do have 29 solid waste employees who staff their landfill and their collection sites. He said they also have ten sites and a landfill. He said so all county employees, no contractors in that. He said they issue approximately 10,000 cards each year. He said their population is about a quarter of ours and their cards are about half of what we need to issue. He said that's a little bit of background on the Madison County program. He said one other thing, they also have a business card program. He said they do offer some commercial grade options. He said if we were to offer something like this in Beaufort County, some of the pros that stick out to us, we do see the ability to limit our solid waste disposal to those people who actually possess a card. He said that means they have paid their solid waste fee for the year. He said we do think it will reduce out-of-county waste that we do suspect is a problem that we have. He said we do expect a reduction in tonnage and hauls in our solid waste. He said unfortunately we do not have a way to quantify those two numbers. He said we do not know how much it will reduce tonnage; we do not know how much it will reduce hauls. He said a few other pros that we've come up with, we do think it will improve our collection of our solid waste fee because you can't dispose of solid waste without paying the fee. He said people will probably going to go ahead and pay it. He said we also, we don't know how much but we do expect additional revenue from replacement cards. He said we don't know how much but there is that opportunity. He said some of the cons of the program, this is dependent on our situation on contract employees enforcing the policy. He said we see a situation where maybe they don't have as much skin in the game that maybe they wouldn't be as apt to enforce it whereas if it were a County employee, we have some repercussion there if something went wrong. He said I've just been at some of the sites this past week and watching traffic as it comes in and out. He said this program would slow down traffic at the sites. He said Chocowinity is a major one I've been to and it backs up to the gate in no time, so we do have some concern of the system slowing down. He said which leads into another aspect. He said we do say there will be additional staffing needs because of this program both at the convenience sites, particularly Chocowinity, Cherry Run, River Road, because of the traffic there and also in the Tax Collectors office to manage the day-to-day of the program. He said one other major con that we've come up with is we don't know what will happen to the waste if people are turned away at the site. He said we don't know is it going to end up on the side of the road, are they actually going to go to the transfer station and pay to dispose of it, we don't have any way to say. He said again, back to the logistics, in 2020 we billed 23,387 solid waste fees. He said that's one car per fee so that's a lot of handling of materials to print, mail, duplicates, replacements, everything that's got to be managed along with that. He said if you have your cost estimate in front of you, I'll run through that real quickly with you. He said the top estimate is what we deem implementation costs. He said the first group of costs is actually the cost of acquiring the equipment needed to be purchase to print the cards, the first round of supplies so you've got the number, you've got the equipment, you've got the supplies to print 24,000 cards because it equals up to that when you do the math, as well as the postage and printing supplies needed for that. He said next you will see what we estimate to be the salary and benefits of a full-time employee for the Tax Collector to run the program. He said one thing that would

happen is their employees would cross-train so that everybody could operate the program. He said it wouldn't just be this one person and this one person would be doing just this one task. He said they would help with all the other duties in the office. He said we've also estimated a cost just for adding an extra site attendant at three sites, I mentioned, for 40 hours per week, so that's included there. He said the implementation cost we added, roughly $88,000 and if you just, just roughly, if you look at our current map that we've got going on with Republic, that's 11,025 tons of waste. He said that doesn't factor in the hauling cost of that but that's the tonnage of waste. He said the bottom section of that is the annual supply cost. He said these cards would be reprinted every year because once you pay the fee you've got to get a new card. He said the cost for the cards on this is different because these are color. He said we would change the color of the card every year to help the site attendants know what year they're looking at, have they paid for that year. He said so the annual supply cost would be $17,400. He said that's a breakdown of the costs we estimate. He said these are preliminary plans. He said there's a lot of detail we need to drill down into, rules and regulations, enforcement, things like that but basically, we're here tonight to seek your approval of this, so far, prior to proceeding with the further details of the program.

Commissioner Walker said I appreciate the detail. He said did Madson County have any comment on how much trash they're seeing on the side of the road.

Mr. Overman said I do not recall that, do you.

Ms. Smith said they really didn't have a big issue with that but one of the differences with Madson County is the geographic size of the County and as Mr. Overman said, they still operate a landfill in that County so they have a transfer station that's there. She said one of the things that they are able to do is if, at the collection site, they do not have a valid card the site attendant sends them to the transfer station so they are able to then travel to a transfer station. She said I'm not sure of the exact knowledge but again, they're a smaller county than Beaufort County but when they are sent to the transfer station, at the transfer station they are able to have access to their current tax records and they are able to look it up at the transfer station to see if that person has actually paid. She said so they can either pay cash at the transfer station or if they have paid their fee and just happen to not have their card on them then they can dispose at no additional cost. She said so for them, you know he said they have had some issues, again, this is in the mountains of North Carolina and they've had some issues with unregulated campgrounds, where they've had some disposals in some wooded areas so there has been some issues with some waste being disposed in some unregulated areas but I don't think it's been too big of a problem but they have a secondary place for people to go to.

Mr. Overman said I think one of the things to keep in mind there is they're landfill is centrally located without a large river through the middle of the County so it's easier for them to get to the transfer station if they don't have their card on site.

Commissioner Rebholz said I think when I talked to them, they are doing, the company that we use at the transfer station.

Mr. Overman said Republic.

Commissioner Rebholz said not Republic, it's the management.

Mr. Overman said WasteWorks.

Commissioner Rebholz said yes, WasteWorks, they were using for some of this. He said is there an opportunity to outsource this rather than bringing it in-house, printing and mailing and all that.

Mr. Overman said they don't actually outsource. He said they're printing and mailing programs interface with each other.

Commissioner Rebholz said what about us.

Mr. Overman said we don't anticipate that.

Commissioner Rebholz said why not.

Ms. Smith said WasteWorks is just the solid waste software that they run there, their billing program.

Commissioner Rebholz said let me back up then, is there just an opportunity to outsource this.

Ms. Smith said to outsource which part of this.

Commissioner Rebholz said well you're talking about hiring a person at the tax office, you're talking about all the mailings and all the forms and printing and all that. He said the Tax Collector could run a report and send it to a vendor who would do all that.

Ms. Smith said that is true if the only time you printed cards and the only time people paid solid waste fees was in January and they only paid their bill one time a year. She said the challenge that you have and the challenge that we spoke about with Sam is that this goes on continually throughout the year. She said people buy and sell property throughout the year so they're paying the solid waste fee throughout the year so you're continually printing cards. She said people, when you're building new houses, that's one of the nuances that he told us is when they're building a new house and they need a building permit you need to charge them for two years because when they sell the property they need to go ahead and pre-pay because that new house is not going to be assessed until the following year. She said then also, your renters, if you have a large mobile home park with multiple units' cards get lost, they're not transferred to the new tenant, so this isn't something that is done one time per year. She said one time a year there would be a mass production, perhaps that could be outsourced out. She said again, this FTE, this isn't something that Mr. Overman came up with by himself. She said when we met with Mr. Kinion his concern was because this was something that goes on throughout the year, he didn't feel his current staffing could handle the additional workload throughout the year. She said not just the printing of the card but again, if somebody goes to dispose of waste and there's a disagreement about has this been paid, has this not been paid, so you get the telephone calls that are routed to the tax collector's office so someone is needing to stop what they're doing and pull up the tax records so again, that was Mr. Kinion's thought was that his current staff wouldn't be able to assume these additional duties. She said again, this is without knowing if this would work. She said Mr. Kinion did speak with Farragut in order to determine if we could create a file transfer. She said as I said, in Madison County that they're tax office and their solid waste, they were able to link them. She said the challenge for us is we work with a contractor and there's not one centrally located site so there's various collection sites throughout the County, there's not internet access at the sites, the site attendants at these sites, I don't think you want them to have access to our tax servers so we're not going to have them pulling up tax records or would we print out a print-out of the parcels with a yes or no beside it. She said that's really going to slow down traffic so there's a lot of logistics. She said I'm not saying it's not possible but if this is something, we really want to continue we need to work out the logistics of that or else we will have some serious disagreements at the sites between the site attendants and the citizens saying I paid my fee, I should be able to throw away my waste and a site attendant that says you don't have a card, now what. She said Beaufort County Sheriff's Office, we had a situation previously, we try to work out issues without escalating but unfortunately sometimes you have to involve the Sheriff's Office. She said sometimes that's the only way you can go but we don't really want that.

Commissioner Richardson said it looks to me like if you take that annual employee and all the other stuff, you're looking at around $100,000 a year to keep this thing going. He said is that about right.

Mr. Overman said you would essentially be, I would say the rough math, the $80,000 to $85,000 range.

Commissioner Richardson said if that's the case how many tons of waste do we have to save doing this to break even.

Mr. Overman said strictly looking at waste you're looking at about 1,100 tons but there's also the hauling aspect of the reduction as well that we can't really quantify.

Commissioner Richardson said because you don't know which waste it is, tree limbs or something more compact.

Mr. Overman said right.

Commissioner Richardson said so that's 1,100 tons, how many tons of waste per year are we hauling out of the county. He said round numbers, 35,000.

Mr. Overman said probably 2,000 to 3,000 a month.

Commissioner Richardson said that's 35,000. He said I bring that up because where's the break even on this because it has to pay for itself otherwise there's no advantage and then it has to reduce the number of tons that are going through this. He said you guys are doing sort of some master planning on the mega sites and what we want to do with that and I know we're in early thinking stages on that but maybe something like this is better incorporated into the final plan if we're going to do it because what's going to happen, this is going to be typical of the rules at the roll-off sites, you're going to fight these rules all over again with this. He said because everybody that goes out there, they're not going to keep up with their ticket. He said they're going to give it to somebody and it's going to go on and on but if you incorporate it into a new system you might be able to incorporate it more efficiently.

Commissioner Rebholz said obviously we need to know what the break-even point is.

Chairman Waters said I think it would be easier to control if we had County employees like Madison County. He said based on my experience going to the roll-off sites, I don't think, this wouldn't be for every Republic employee but part of them, that card wouldn't, you wouldn't have to show it.

Commissioner Booth said how many employees does Madison County have.

Mr. Overman said 29.

Commissioner Booth said you're thinking of adding 29 employees.

Chairman Waters said I'm just saying that they're situation is a little bit different.

Ms. Smith said that includes some part-time people too, that's not all of their employees.

Commissioner Richardson said they've got a landfill to; we're not talking about just roll-off sites.

Mr. Overman said that was their total solid waste department. He said that's a coordinator, office staff, landfill, and sites, truck drivers.

Chairman Waters said Commissioner Rebholz is the one who brought this, and he says he agrees with Commissioner Richardson, maybe we just hold onto this and keep it in the toolbox as we explore the mega-sites.

Commissioner Rebholz said I would encourage you to finalize the break-even on this.

Mr. Overman said do you want, I guess as part of this we would come back with a full set of rules and regulations as well.

Commissioner Richardson said things look a little early for that. He said until you get your final plans on what you're going to do on the sites you don't know what the rules and regulations are going to be but I don't have a problem with taking a hard look at what Chairman Waters suggested on the new mega-site plans that maybe we look at County employees instead of because there's going to be a lot going on at the mega-sites and we need control. He said we don't need to have to deal with a contractor on that.

Chairman Waters said I guess you're getting the flavor, just put it on a holding pattern.

Mr. Overman said we can do that. He said we will incorporate it in the big project.

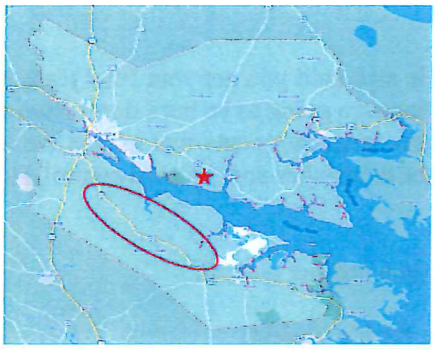
See Addendum 9

Solid Waste Conceptual Plans

Ms. Smith said the previous discussion is a great Segway into discussion on the next item which is the solid waste conceptual plan. She said if you all recall, during the budget retreat in January we had a pretty lengthy discussion regarding different options for improving solid waste collection and disposal in Beaufort County. She said during that budget waste workshop there seemed to be some consensus on a plan, as Commissioner Richardson and others have discussed tonight, the term mega-site. She said so what we've presented today is a concept of that and we put it in writing to make sure we have consensus with the Commissioners, the Manager, myself and Mr. Overman, to make sure that we're all on the same page. She said so what we've tried to do is we've listed what we believe the consensus was in the budget workshop in January and what we're asking for today is just further discussion and to give us further direction. She said is this what you want us to move forward with or do we want to tweak it, do we want to change it because Mr. Overman and I, again, all of us are continuing to make changes to see what we need to do in order to move forward and make improvements because, again, as I've said many times, we need to make changes. She said the status quo is not acceptable, we need to make improvements. She said the collection sites that we have, we need to make improvements to them and we need to be very selective and very specific in our choices in the improvements that we make so if we're able to look at a master plan, a long term plan, then I think the residents of Beaufort County will be better served. She said what I would like to do instead of starting at the beginning, which I normally do, I want to skip down to the very last paragraph because I think this is what will really drive us. She said what I say, or what's listed here that I have is "staff recommends that any new disposal concept be operational prior to the end of our current contract with Republic Services, which ends on December 31, 2025". She said that's a very important date. She said that's when the contract ends, which we all know, prior to that is when we would need to issue a letter that we intend to issue an RFP, or we intend to do something different with the service. She said again, that is when our current contract ends with Republic Services. She said we are in the middle of a ten-year contract so whatever plan that we decide to move forward with we need to make the decisions and make the plans and be completed with this new action plan much prior to that December, the end of 2025 so keep that in mind. She said that goes back to what Commissioner Richardson was speaking about, the full-time employees. She said that is not something that can be decided on a whim, that is something where the plan would need to be put in place and we need to be committed to that because if we do issue a RFP out to other companies that would need to be a part of that RFP that we send out to companies because again, right now if we issue an RFP we are asking other companies to provide a proposal to us for them to do all of the management. She said if we're not going to do that then we would not include that or do we issue the RFP and ask for a number and do our own analysis to see which is the better answer, which, more than likely, is what we would probably do. She said but keep in mind that December 31, 2025 so this is not something we've, everyone has used the phrase kicking the can down the road, we can't.

Mr. Overman said there's not a lot of road left.

Ms. Smith said that's right. She said we're coming up on the end of the cul-de-sac so again, we need to make some decisions. She then gave the following presentation.



Ms. Smith said consolidate collection of all solid waste to two new mega-sites, the term mega-sites. She said one would be located on the north side and one would be located on the southside. She said as you can see up on your screen, it's very simple, a map. She said what was discussed was the mega-site on the northside would be located at the Hawkins Beach Road at the current closed municipal landfill, which is where we currently accept vegetative debris. She said the reason behind that is the County currently owns that property. She said there's currently scales located on that property now so there would not be initial expense for a new set of scales. She said then on the south side of the river we would be searching to locate a parcel of land to purchase in order to create a mega-site there.

She said the mega-sites would be large sites with hard surface pavement, lighting, fencing, security features including camera's, water service, etcetera. She said mega-sites would handle MSW, bulk, cardboard, motor oil, tires, metal, white goods, electronics and include on-site processing of vegetative debris. She said now what you see in the pictures on the screens, these are just examples. She said this is by no means what we are proposing the sites would look like. She said again, these are just concept drawings. She said these are large sites we found in other municipalities just to give you an idea.

She said larger sites, asphalting, curbs, you see the lights, you see the signage so that people know where they go when they drive up. She said there's no confusion.

She said again, markings, pavement markings, arrows, lots of space.

Ms. Smith said again, same type of thing.

Commissioner Walker said you may want to add wi-fi to your list. He said I think that goes without saying, to go with the cameras.

Ms. Smith said to go with the cameras, right.

Ms. Smith said again, this is just another design that they have. She said these are a little bit different than what we've seen in Beaufort County. She said I'm not saying this is what we would do, these are just concepts.

Ms. Smith said this is, again, located in the front, this is one that has drive-across scales, it has recycling, it has hazardous. She said you circle around, and you can see the vegetative located in the back. She said this is something that we're talking about so we're talking about large sites.

She said this is another similar, more of a typical collection site up front and then vegetative in the back so you come in, you have different parts. She said I've actually seen this from the ground level. She said some of these you have canopies over it so when you drive onto this site it's very specific of where you need to go. She said some of these bins, instead of having the large 40-yard containers that we are accustomed to, some of the sites now have the smaller containers where instead of having the large compactors on site the trucks do the compacting. She said there's different ways, we're trying to think about how other people do things and what's the best alternative. She said so again just looking at different alternatives and different concepts.

Ms. Smith said one of the other items we listed is potentially operating these sites as mini-transfer stations. She said this is a concept. She said not saying this is what we should do or what we will do, this is a concept. She said is that what we should do, I don't know. She said a transfer station, keep in mind, is where you don't sort waste, it's all mixed together and that way you can transport it more efficiently in the larger 18-wheelers. She said I'm just throwing this out. She said if we do that does it make it more attractive to other companies when we redo our contract. She said I don't know the answer to these questions, just throwing that out. She said this is a picture of a transfer station where you come in off the roadway, located on the bottom right hand side. She said you come in, there's some types of waste that you dispose of without a fee, there some things you have to dispose of without a fee, general statutes require that, white goods, some tires, things like that so some things you may want to allow your citizens to dispose of without a fee. She said then you cross the scales. She said then other items you charge for, bulk, perhaps. She said bulk is what is costing us so much money. She said so our mega-sites, do we want them to go across scales and charge for bulk. She said you charge for bulk, if you have bulk you cross the scales and then it's transferred. She said again, these are all concepts so things to be thinking about. She said operations of scales at each site, again, that would be the mega-sites would have scales on the north side, scales on the south side, you go there, you have one of the potential policies that we could have is bulk is what we are trying to reduce. She said that is what's causing us, that's one of the items that's causing a large expense to our solid waste program. She said we accept bulk at the mega-sites, they have to go across the scales. She said anything you have as bulk you go across the scales and you pay for. She said or perhaps anything, you go across the scale and you pay for. She said that's another option, that you go to a complete pay-as-you-throw. She said that's what Pamlico County does. She said that last slide was actually the transfer station at Pamlico County. She said everything at that site is pay-as-you-throw.

Commissioner Richardson said is that site down on 306.

Ms. Smith said yes sir. She said again, those are policy decisions that the Commissioners would make so if you chose to go to a pay-as-you-throw then everything would go across the scales and it would be pay as you go so those are the concepts so that is a concept. She said so that is what we're looking at. She said these mega-sites would also establish a vegetative and temporary storm debris site on the south side of the river so that would be a big advantage in my opinion. She said having this new site on the south side of the river would allow us to process vegetative waste on the south side in lieu of us trucking it to the north side to process. She said it would also provide us with having a temporary storm debris site on the south side, which is something we do not have. She said obviously, for those of you that have been here during hurricane and storms you know that's a challenge for us, trying to find a place to store debris after a storm event so that would be a big advantage. She said also, an item that was discussed during the budget retreat is that once the two mega-sites are constructed then all current collection sites would be closed.

Commissioner Richardson said I said last time that what we needed; the guy who's got two bags of trash doesn't need to drive all the way across the County. He said I think you need to, conceptually, if we're talking about having our own employees at these mega-sites, and I don't think you can do anything but that, if you have certain sites across the County that were open, one was open Monday/Tuesday, other one open Tuesday/Wednesday, you could have a rolling crew that would go around and open those sites and take local small amounts of waste as a service. He said I think you need to look at that and look at the cost of it because I have a problem with someone having to drive from one end of the county to the other to get rid of trash, especially in light of what they're doing now with the convenience that they have but I think, I just want you to look at that, I don't want you to throw that out.

Mr. Overman said I think it's important to mention that the concept we're presenting tonight is a full change to our system, just the two sites.

Commissioner Richardson said what I'm saying is we're doing a concept right now and we're doing brain thinking, we're doing fast thinking and brain storming and I think it's too early to say that we're going to have two mega-sites and that's the end of it. He said it's far too early. He said I want to see you come back with some more stuff. He said I want you to come back with some thoughts on how we can have more convenience that goes with this and because we have existing sites, they may need some paving and some improving, we're not asking about going out and creating new sites, we're asking about using the sites we have now and using those as convenience centers just for bagged trash one or two days a week. He said you have the same schedule. He said the same places are open the same two days a week so everybody knows where they can get rid of their trash. He said if we were having to go out and buy sites, I would say no but we already own these things.

Commissioner Walker said another item to add to your list would have to be water supply lines for firefighting.

Ms. Smith said I do, I've already added that, not just for firefighting but also to wash down the hard surfaces in order to keep it clean because that's something that is lacking in our current sites.

Commissioner Deatherage said I was under the impression that we would keep some sites open limited days per week. He said the mega-sites would not take precedent over keeping a few sites open right.

Ms. Smith said that is why we are here discussing that this evening because that is what we're trying to get consensus on this evening because my concern is we're having a discussion about constructing two mega-sites and we currently have 10 convenient sites that I have struggled to get funds for capital improvements on so how am I going to get funds to construct two mega-sites and keep ten convenient sites.

Commissioner Richardson said because this is a comprehensive plan that we're doing and it's part of your comprehensive plan so put it in there and we'll talk about it and decide whether we want to keep it or whether we want to not do it. He said it depends on what you think the costs will be of operating how many of these little convenience places that already exist. He said we're not talking about building new ones, that's part of this. He said we're doing the brainstorming part of this.

Commissioner Rebholz said my recollection was we're not talking about pay-as-you-go either. He said I think we were just talking about paying on the bulk and possibly the yard waste stuff but the rest of it, I don't think that was even part

of our discussion, especially the MSW, it was clear that I think the thought was we were going to go to the tipster ones like you talked about in these other sites and then let them compact in the truck.

Commissioner Richardson said once again I will caution, we're brainstorming, we're not coming to a final decision tonight. He said don't start jumping off cliffs because you don't know what's down there.

Chairman Waters said we had some conversation as it related to it and I was very cautious in pointing out to Ms. Smith in our conversation that I was not ready to see us close down all the convenience sites but I think we have to have a plan in place that if we're going to make improvements, if we're going to take $100,000 and make some improvements on some sites that we make sure it's sites that we own and would be the areas where we would have the compactor to take care of that. He said I visualize the most critical thing that you need guidance from us on is are we still okay with purchasing a piece of property on the south side of the river and calling it a mega-site. He said it may not be a mega-site as it relates to every bit of our waste but at least it's in the right location. He said we can go ahead and start saving some money on transportation as it relates to tree limbs. He said it just does not make sense for us to pay the tonnage and the per truck charge to take limbs from Aurora all the way through Chocowinity, across the bridge, through Washington and down to Hawkins Beach. He said that's just, that's crazy.

Commissioner Richardson said I think, again, that's why I want to be in the brainstorming phase of this. He said there's some opportunities to do some things with bulk waste and limbs, like having a chipper on-site. He said you go out here and you weigh this stuff and you pay us for it and then you go and dump it on an area. He said right now we're bringing a chipper in on contract down at White Post once a year and they're just chipping whatever's there. He said there's some opportunity for innovation and that's why I want us to keep talking about this so that we can maybe do some of these things. He said you could have a chipper chip it into a bin type thing or something with concrete walls and bring the end loader in and load the truck. He said you'd probably reduce the thing by, like, by 90% just doing that. He said this is why we need to keep talking about this because there is opportunity to be innovative in this whole thing.

Ms. Smith said that's why we're here, we're making progress. She said again, we had a committee set up, that didn't work so now we're all here together and we're moving forward. She said again, looking at this list, I don't know if we can call for a formal vote but it appears that the pay-as-you-throw option, there was discussion at the budget retreat about allowing private business to come in and take, if we went to the pay-as-you-throw that would be an expansion of private business and allow the private business to come in and do that but that doesn't seem to be the direction that we want to head in so where we said all sites will be closed we will say that is not the case. She said we're not looking to close all of the convenience sites so we will strike that. She said is that a consensus.

Commissioner Richardson said let me make a suggestion. He said we've covered enough ground to send these people back to hone what we have talked about here and give us some alternatives. He said we think you need to keep three of these sites open, we think it's going to cost you $100,000 at each one of these things to get it into a good site. He said what I want to do, I don't know what the rest of you want to do but what I want to do once the master plan is done and we've looked at the options then I want a budget. He said it's going to cost about $2 million to do this and then I want to appropriate the money and doing it and getting it over with. He said that's what I'm looking at, I don't know what the rest of you are looking at but they're going to have to go and come back. He said some of us are trying to make a final decision tonight and some of us are trying to get authority to file a plan tonight and I don't want to do either one of those. He said I want you to go back, take what we got and bring it back and say this is what we think based on what you told us last time and then we'll do the same thing with it. He said we'll chew it up and send you back.

Ms. Smith said I don't want a final plan, but I can't give you a final cost if you don't tell me what to price.

Commissioner Richardson said we've already told you.

Commissioner Walker said I remember the closing the sites came about by saying we would not close a site unless we had a better thing to replace it with. He said that's the way I remember it so that's how the whole closing the site thing was.

Mr. Alligood said I guess what we're trying to do is narrow this down a little bit because it's still pretty broad. He said so what I've heard, generally, I think is you want some small convenience sites still around, you're still good with the

concept of two larger mega-sites so you can do better service and do those kinds of things and there's opportunities to do some innovation in them, maybe sell some mulch or whatever, and maybe you put it in larger compaction. He said maybe it works a semi-transfer station where they, we no longer have to pay a company to haul it from a convenience site to the transfer station, from the transfer station to the landfill, it can all get compacted at one of those two mega-sites and then go straight to the landfill. He said so I guess a starting point for us to say, I guess with small convenience sites, we want to do away with any sites that we do not own so when we start looking at where those small convenience sites could be we first want to look at sites that we own because we don't want to be in a situation where we continue to pay somebody else and making improvements on property we don't own. He said so would that be a starting point for us to say let's come back to you with the sites that you currently own and then you can say well that's to close, maybe put mileage rings on them, to help us narrow it down a little bit because every time we come back to you we're trying to chip a little bit off so we're getting tighter and tighter.

Commissioner Richardson said traffic at some of these sites would be important too. He said Ms. Smith and I had a conversation today where she would like to do a deal where we had traffic counts at these sites that we could believe in. He said what I told her was you're going to really offend some people is because what you're going to find out is some of these sites aren't used that much and we need to know that so I don't have a problem with authorizing her to set up a two-month study, or whatever she thinks she needs to determine what the traffic is at all of these sites as part of this study. He said I'm not in a big hurry to get this done, we've got four years. He said I just want it done right.

Commissioner Deatherage said what I conceive, and there's a lot of moving pieces in this going on, and you would like for us to consolidate some of those pieces tonight, which it doesn't look like we're going to do but I see two really nice mega-sites that would be appealing to the public and would be very efficient and maybe the public would want to use those more. He said but then we would keep some sites open, maybe not as many as we have now but do it in such a way that the public will hopefully be very happy with it. He said some people won't be satisfied but some people will be more than satisfied if we offer really nice mega-sites and maybe the word will get around that this is better. He said I think we could affect a better situation with our, hopefully when we get back to recycling with these mega-sites. He said hopefully it will be more purposeful to bring in folks that have not recycled in a long time or have never done it before, they see the convenience of a mega-site and it works a whole lot better. He said so I see this could be a big benefit with the mega-site. He said I love the idea of a chipper at both sides of the river and yard waste getting chipped up where people could bring it and chip it and not worry about having to haul it off. He said then, hopefully, we could give it away to some folks or sell it, I don't know.

Ms. Smith said there are, there are some great opportunities. She said if time and energy is put into the solid waste program, which that has not happened for 20 years in this county, there are so many improvement opportunities with this. She said there's advantages, there's revenue opportunities, there's benefits for the citizens. She said there's so many improvements that we're on the cusp of doing we just have to get the costs under control. She said that's what we've been working on over the past few years. She said setting up the enterprise fund was the first to look at the costs, to understand the costs and to continue and that's what we're doing now. She said again, we have to understand the consensus and again, forgive me but working with seven different Commissioners, each with a different opinion, when each of you tells me what you want, just because the other six of you, if you don't say anything I don't know if you agree or disagree with the last person that spoke so the last person that spoke, you may think that what you said is the final word but I'm not sure if the other's agreed with you or not so that's why I don't always have the consensus. She said you may think that you had the final word, but I may not know that's the final word so please forgive me if I'm walking away a little confused. She said that's why I listed things and wanted to go through things individually. She said one of the items I would like to ask if we could reach a consensus on, we've all talked about the MSW, and we've talked about the MSW, again, to refresh your memory, municipal solid waste, which we talk about the white trash bag, your kitchen trash bag, that's what you're talking about having at the collection sites located throughout the County. She said my next question is bulk waste, the large items, the sofa's, the mattresses, the item that's large that doesn't fit into that trash bag. She said or that doesn't fit into that compactor. She said Mr. Overman and I went and measured the compactor. She said that compactor was 5 feet by 5 feet. She said now, you think about how large that is, I'm 5'5 so that's what we're talking about so you're talking about something that big. She said my question to you is anything that's over 5 foot by 5 foot, are we going to say that needs to go to one of the two mega-sites and it needs to go across the scale and it you need to pay for that.

Commissioner Richardson said let me give a speech, engineer to engineer, we are giving you the parameters and our ideas. He said you take that back and say so-and-so said this and so-and-so said that, I'm going to do a plan based on what I've heard and you bring that back with your best professional judgement because you've been to these things and seen these things, we haven't, necessarily, and we will go back and forth with the plans until we get to where we are. He said it's like a husband and a wife building a house, here's the plans and the wife says I want the kitchen here and I want it this size and I want the doors here, okay, we change the plans again and again. He said you're in a process where you're not going to do one design that's going to work because you're not working for a company. He said when you're working for a company, they hand you a design and then you bring it back and they either approve it or disapprove it and send you back. He said you're working for seven different people and you will eventually, I promise you, you will eventually get all of us satisfied.

Ms. Smith said no way Jose.

Commissioner Richardson said you will.

Ms. Smith said absolutely not. She said first of all, I agree with you but the bulk waste is a big issue because when I do my plan, when I do my concept, that makes a big difference in the collection sites that we keep open so that is probably the last big question I need to ask. She said where the bulk waste goes is probably the biggest question, I need clarification and consensus from the Board.

Commissioner Richardson said you think you need it today, but you really don't. He said we've already told you that we've, nobody has said we're not going to charge people going across the scales with bulk waste. He said nobody has locked this stuff down, nobody is presenting ideas so don't try to be a designer, you're a planner right now. He said you will design after we've approved the plan.

Ms. Smith said okay let me ask this question, forget how it's paid for at the scales, let me ask about the concept. She said does bulk waste go to the landfill. She said I don't care about the scales, I don't care about how it's paid for or about the fee, I need to know if you plan to have a container at the collection sites for bulk waste or do I plan to have a container at the landfill to collect bulk waste. She said that's the whole, the bulk waste is the whole issue that we have so that's the whole thing, that we've been trying to get the bulk waste from the convenience sites. She said if you get it in the compactor, if you get it in that 5 foot by 5 foot and you get it in the trash compactor, I don't care what you do with it.

Commissioner Rebholz said yes you do. She said here, maybe we can simplify it. He said what you have presented I think we are all fine with it except for the closing of the convenience sites so just go back with all that and start working on it.

Commissioner Deatherage said yeah, but we're closing some of the convenience sites.

Commissioner Rebholz said the ones we don't own.

Commissioner Deatherage said plus eliminate the hours.

Ms. Smith said it's just been eight years, I apologize if I'm being dramatic, I'm typically not a dramatic person, I'm normally like this but it is eight years of these, and for those of you that have been on the Board you've gotten the telephone calls. She said solid waste needs attention in this County and I'm pretty, I mean, I want it fixed, I really do. She said the telephones that I get, I'm tired of telling people that we're working on it and we're discussing it and we are trying to fix it. She said I no longer want to tell people that, I want to be proud of what we have. She said I just don't have the checkbook.

Mr. Alligood said so, just a question for clarification, and I hear what the Board is saying but if, what we're looking for is for you to say to us, yes, we want those extra convenience sites, we don't want to close everything, we want some of those and we want that to be MSW. He said is there a consensus that bulk waste needs to go to a mega-site.

Commissioner Richardson said oh yeah.

Chairman Waters said yes.

Mr. Alligood said that's great because otherwise you might as well keep what you've got and not change it.

Commissioner Richardson said no, we want the bulk waste at the mega-sites.

Mr. Alligood said okay, bulk waste to the mega-sites so we know that when we put this conceptual plan together that it's only going to be MSW at those because then they can be smaller and we can get a better number on those in multiple areas, rotating times maybe. He said that helps us tremendously, thank you. He said that tells us from now on bulk waste is going to the mega-sites. He said now let me ask one more question, vegetative. He said does vegetative go to the bulk sites.

Commissioner Deatherage said yes.

Commissioner Richardson said yes.

Mr. Alligood said okay, that's wonderful. He said that give us, that's two wonderful things that we need. He said we will bring you back a conceptual plan that incorporates those two things where, at the mega-sites bulk waste goes and vegetative debris goes.

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

Chairman Waters said no, in fact what I visualize is the two mega-sites would take everything except those two white garbage bags that I want to deliver somewhere on the way to Washington or Belhaven, I want to get rid of those two bags. He said anything beyond that, I'm willing to go somewhere with it.

Commissioner Walker said because throwing away a sofa is not an everyday thing. He said throwing away a bag of trash probably could be so you've got to have a transfer station in this thing too and that little mini-transfer station would probably button up nice and send it wherever.

Ms. Smith said I can't commit to that because I haven't discussed it with the solid waste division with the state. She said there are permitting issues that go with transfer stations and there are operational issues that go with transfer stations and we have not researched that option thoroughly so that's why I have that as a possibility. She said so I will say we have not thoroughly researched that option. She said it is a concept, it's not a design.

Commissioner Richardson said there have been cases where Boards of Commissioners showed up to meet with these people and if we have too, we will.

Chairman Waters said I think we're all in agreement that we have to start, the most critical thing is coming up with a site on the south side of the river. He said we can design it but that's the first step, if we're all in agreement, and I think in the budget cycle that we're in, coming in with some kind of dollar figure for the purchase of the site.

Ms. Smith said we have. She said Mr. Overman has searched on the County GIS for some potential parcels, just from pure aerial. She said he's contacted the land office for Weyerhaeuser and spoken with them regarding this, so we have started the process. She said after this evenings discussion he will continue that.

Commissioner Booth said have you checked at the tax office for any County owned land.

Ms. Smith said I haven't seen anything that's big enough.

Commissioner Richardson said soil is a big issue on this project guys. He said let's get a plan and then let's pick a site and base it on the engineering aspects instead of what some Commissioner thinks. He said that's how we got this school that's up here on the north side of town that's built on some of the sorriest land that cost, probably, an extra million

dollars to build because a bunch of Commissioners had a buddy that wanted to sell a school site and needed to get rid of it. He said we don't want to do business that way. He said let's get a plan and then fit the engineering to a site.

Chairman Waters said maybe in the budget cycle that we're in we put money for an engineering study and kind of a plan.

Commissioner Richardson said yeah, I agree with what you're talking about, but I don't want to go rushing out and buy a piece of land because that's not what it's about.

Ms. Smith said I've pulled up the soil maps and looked at the parcels that we've identified so I'm a little bit ahead of that.

Commissioner Deatherage said the soil maps are pretty accurate. He said they're, I would say they're within 90% accuracy, wouldn't you Commissioner Richardson.

Commissioner Richardson said we've got good soil maps.

Commissioner Deatherage said secondly, you need at least ten acres don't you.

Ms. Smith said yes sir, absolutely. She said I would prefer fifteen.

Commissioner Deatherage said thirdly, just to wrap this up, Flanders Filters Road, what's wrong with that transfer station down there.

Ms. Smith said we don't own it.

Commissioner Deatherage said Republic owns it, okay, got it.

Chairman Waters said you have an altered plan.

Ms. Smith said we have a direction and we have clarified, exactly, that's exactly the intent of this and remember, when the committee disbanded the Commissioners meeting basically became a workshop because that's basically what it takes. She said this is the hard work. She said we're moving forward.

Hazard Pay for Facilities Maintenance Employee

Ms. Smith said this is regarding hazard pay for a facilities maintenance employee. She said since March of 2020 sanitizing areas occupied by known or highly suspected Covid positive persons has been a key focus of the County's Facilities Maintenance Coordinator. She said this task is outside his normal duties and was not something he or anyone else in the County was previously trained or prepared to do. She said each time the Facilities Coordinator enters one of these spaces he is entering a space that a positive person is known to recently have occupied in the past and that fellow co-workers do not want to re-enter until someone has entered the space and disinfected it. She said due to the respiratory requirements the Facilities Maintenance Coordinator has almost exclusively been responsible for spraying all infected areas of the County since the beginning of the pandemic. She said because of the hazardous nature of this task staff believes it would be equitable for this employee to receive hazard pay in the amount of $1,200. She said this funding would come from the general fund.

Commissioner Booth said if there's anybody else in this County that has a reason for hazardous pay, we should do the same thing. He said bring them back.

Commissioner Rebholz said question, the school district has been doing this for a long time, the Clorox machine. He said are they paying hazardous pay for their employees.

Ms. Smith said I'm not familiar with the school systems policies.

Commissioner Rebholz said I just don't want us getting the school system getting into a problem having to re-write a pay plan.

Commissioner Richardson said we wouldn't pay for it. He said they've got plenty of money anyway. He said they got money from all this stuff. He said I understand where you're going but no.

Motion: Commissioner Richardson motioned to approve appropriating the $1,200 for the individual. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 10

Sheriff's Office Barracuda Backup Appliance/ County Barracuda Backup Appliance

Chairman Waters said the next two items we're going to bring up at the same time and Ms. Johnson, since you're the IT specialist we're going to let you go first so that Chief Deputy Rose, who is not an IT specialist, will follow you.

Ms. Sherry Johnson said you have a handout for the 891 that I presented for the County and the 991 for the Sheriff's Department. She said we have more data than we have back-up capacity. She said when, back 6 or 8 months ago when the contract for the camera's in the courthouse and the jail, the company no longer does it for North Carolina, we found out they don't have a back-up and we've got about 345 gig from the jail every single day, added, and about 280 from the courthouse added every single day. She said recently there was a situation in the jail that we needed some video that wasn't there because the back-up system itself didn't have enough room to store the data, which we've since remedied by moving the system to another system but we still don't have a back-up. She said so if the system went completely down, we have no past video for the jail or the courthouse. She said now the back-ups for the County, like home directories, department shares, that kind of stuff, they are maxing out the County back-up system now. She said the plan was to ask for that in next year's budget. She said the Sheriff's Department is maxing out theirs for the, where the investigators put all the evidence and all that, their videos, their evidence files, everything, and their system is maxed out. She said one of them is at 86% and the other one is at 93%. She said we keep pulling things back out so that right now I would keep needing to build servers, it would take three to four hours to rebuild some servers and then ones with 8 to 10 terabyte of data on them, it's going to take two or three days or more to restore the data with the way they're set up presently. She said Barracuda monitors these backup systems because they have our cloud storage, which we have unlimited cloud storage but we have local storage that is being maxed out and we upload to the cloud the daily backups and we also upload to the cloud one back up a week, one backup a month and one backup a year. She said we keep five weeks, we keep seven days current, then we keep five weeks current and we keep 13 months after that and three years after that so that we can go back and get legacy data if we need it. She said Barracuda came to us back in, I guess it was December because Joseph was still here at the time, and they offered us a deal where they'd give us 20% off the original cost and then 20% off that cost. She said well our backups have now gotten to where, like I said, 90% plus and they called me back the 1st of February wanting to know if we were going to take that deal. She said I told them we were planning on putting it in the budget for next year and they said well, if you will go ahead and sign a three year contract, which keeps us from having the increases, the do anywhere from a 5 – 10% increase every year on their renewables. She said we lock in three years on the renewables, plus the device, approximately 34% off, which will save the County a little over $70,000 for the Sheriff's system and a little over $20,000 for the County system. She said we've had Barracuda backups now for 8 years in the County because I've had it renewed twice. She said they give you an entirely new system every four years. She said the one in the Sheriff's Department was replaced recently, sometime at the first part of last year. She said so it's due, the one now, they have the 791, they have 17 terabyte of data and it's full, almost. She said it's got 15.5% on it. She said the County only has 12 terabyte of data and it's running at 10 terabytes right now. She said so, like I said, I have to keep juggling around what I'm actually backing up. She said I would like to see us back up the BM servers completely because then I could just restore the BM and it would just restore, a regular windows server with 500 gig of data can be back up and running in 10 to 15 minutes. She said whereas, right now I've had to take the BM's out and just back up the crucial data on each server, which means rebuilding servers, reloading applications, and then restoring current data.

Commissioner Richardson said I want to start off on the bad end of this. He said I want you to know none of this is aimed at you personally.

Ms. Johnson said that's fine.

Commissioner Richardson said what I'm wondering is, we were paying a very high-priced genius, so we were told by the Sheriff's Department, to run that department over there. He said I've never heard a word about this. He said this is sort of like with the jail doors, when everything was fine and all of a sudden, they went completely to hell. He said now we've got the same kind of situation here where something is being sprung on us where we're in a critical situation and this is the first time this Board of Commissioners has heard about this.

Ms. Johnson said I know Joseph did, like I say, he asked about it and we were looking at putting it in the budget for next year. She said you would've seen it in March or April when you get your planning budget come through, so you would've been told about it at that time.

Commissioner Richardson said so why do we need to do this now.

Ms. Johnson said Barracuda offered the deal where instead of it costing us $197,000 in July, which I could probably get 15% off, if we buy it now they'll give us 41 months instead of 36 months and our next payment's not due until July 25th. She said so it puts it into the next year, but it gives us the 34% off of the hardware and the renewables every year and the cloud storage for three years.

Commissioner Richardson said what things are we talking about backing up with this new thing that we're buying.

Ms. Johnson said we would be able to back up more of the data that's around.

Commissioner Richardson said what data, from where.

Ms. Johnson said we have videos, for one thing. She said the jail and the courthouse cameras. She said the courthouse cameras belong to the County; the jail cameras belong to the jail.

Chief Deputy Rose said body camera's, in car camera's, video from the jail, all of which we have to keep, by the retention, for at least 30 days. He said every bit of video that we have since we've been trying to upgrade the video in everything that we do is pretty much HD quality and its heavy compared to the old analog cameras that we used to have. He said so we've been, each year we've been trying to add the infrastructure for that, and I was more than willing to wait until we got to the discussion of the next budget. He said I don't like spending next year's money. He said I don't like when sales people try to get us to get signed before then but if someone offers a 30% discount for a Board to make a decision three or four months early that we're probably going to have the system in July, that's why it's brought to you now, not sprung upon you.

Commissioner Richardson said one of the problems I have with the sprung, sprung, sprung, there's things going on over there that Commissioners don't know about and I would like, Mr. Chairman, when they bring their budget in for them to address every computer system they have and the back up and where it's backed up, whether it's on the clouds or a hard drive, so that we cannot get surprised again by this because there's just, there are too many surprises coming out of the Sheriff's Department.

Chief Deputy Rose said I'd like to mention that what we're talking to you about now has already been presented in previous budgets. He said it's been discussed; it's been gone over in budget retreats and budget workshops. He said you've been here when we talked about it.

Commissioner Richardson said I'm sorry, but I don't remember discussing any of this. He said maybe I was delirious when it was going on, but I don't think it's happened.

Chief Deputy Rose said each year I give a 5" binder to the County Manager in reference to the systems that we have. He said the information that you are requesting, you get it every year whether you ask for it or look at it. He said so

that's easy, it's already being done. He said you or any of the Commissioners, all you have to do is call me. He said I will meet you at the office, I will go through anything. He said that is also open to the public. He said if someone from the public wants to know anything that goes on at the Sheriff's Office make contact with us. He said we'll walk you in and show you right, wrong, or indifferent, anything you want to know.

Commissioner Richardson said we're playing a very odd management game here. He said it's the Board that has the responsibility, when things go down in the jail and we get sued and we need this video or that video and it's not there, it is up to you as an employee of the County to come to the Board and say these are my critical needs. He said it is not up to me to go through your 5" thick book that you're using to cover your butt where you put everything you can think of in there so that if any contingency comes up you're covered, it doesn't work that way.

Chief Deputy Rose said that's exactly what you asked for.

Commissioner Richardson said as a manager to this Board it is your responsibility to report to us the critical items before we close down the jail at the cost of $2 million because somebody didn't do their job in the Sheriff's department and items like this keep coming up and surprise us.

Chief Deputy Rose said you were delirious during that conversation as well.

Commissioner Richardson said sir, what was that.

Chief Deputy Rose said you were delirious during that.

Commissioner Richardson said apparently, I am. He said I'm sorry that I'm so retarded and inept and unable, but I've been around management now for 60 years, I know how management works. He said it does not work from the top down, believe it or not, it works from the bottom up with people coming in and saying these are my critical items, these are what I need, I need to make you aware of that and then management makes the decision on what we're going to address, not the hiding and the secrecy that's coming out of the Sheriff's Department. He said I'm irate about this. He said this is some of the worst management I've ever heard of.

Chief Deputy Rose said I can hear that; your voice is shaking.

Commissioner Richardson said that's exactly right, that's how upset I am about it. He said what is the next surprise that's going to come out of the Sheriff's Department.

Chief Deputy Rose said I guess we'll talk about it during the budget process.

Commissioner Deatherage said I'm going to speak specifically to the videos if I could. He said the videos are being recorded at what level of high definition. He said there's many levels of high def.

Ms. Johnson said they're not recorded at the highest level of high def, they're like 720 and even some of them are lower than that just to get us where we're at. She said different ones have different things. She said we're also in the process of adjusting all the videos to only work on motion. She said a lot of them were recording 24/7 and in some areas, like the cells, we're still legally recording 24/7 when there's people in them because motion, as you know, has a slight delay of getting them started.

Commissioner Deatherage said what is that delay.

Ms. Johnson said its two seconds.

Commissioner Deatherage said is that too much.

Chief Deputy Rose said yes.

Ms. Johnson said I don't know. She said in the jail I would expect that it's too much.

Commissioner Deatherage said I ask if it's too much because I imagine you guys have certain criteria you've got to follow.

Ms. Johnson said the cameras actually say they've got a three second pull before they go but in actually watching one, it's about a two second delay.

Commissioner Deatherage said but in certain situations you can do the motion detection but a lot you can't. He said let me ask you, what I know about video and storage you probably need to take it down to the lowest resolution.

Ms. Johnson said we have.

Commissioner Deatherage said you have, and that is the allowable low.

Ms. Johnson said I have 43 cameras in the jail.

Commissioner Deatherage said that's a lot and it's 24 hours.

Ms. Johnson said 24 hours per day. She said that is a lot of data.

Commissioner Deatherage said did you say 480 gigs a day.

Ms. Johnson said 345 gig per day.

Commissioner Deatherage said that's a lot.

Ms. Johnson said at the courthouse there's 280 added.

Commissioner Deatherage said so if you have a 17-terabyte server that sounds like about 40 days' worth.

Ms. Johnson said that's right. She said I've got it set on 30 days right now. She said they were set on 30 days when Motorola put them in. She said I've had to learn that system pretty much and I found that the server themselves only had 6 gig disk space so the Oculara system literally just deletes whatever it thinks it needs to delete and adds the newest in there.

Commissioner Deatherage said so we're going to get the upgrade server.

Ms. Johnson said we've moved them to a virtual server on a larger one so that....

Commissioner Deatherage said off site.

Ms. Johnson said I have 19 terabyte on site of data that they are recording to so I'm not filling up my space before it deletes it out. She said I've got all 30 days of data but I don't have a backup of that data because my back up servers are full of all the department share data in the County and the Emergency Management server I literally, about every two weeks copy the data to the other server that's not backed up so I've got at least a back up to the data from a couple of weeks ago that I keep replacing because I don't have the room to back up the Emergency Management server. She said we've been trying to work with them with what we had until we could get to the budget year and I know last year I had talked to Mr. Alligood and Ms. Radcliffe and said we were going to have to increase the back up for the County in the next budget year.

Commissioner Deatherage said are we going to double it, just about double it you think.

Ms. Johnson said I am doubling the space. She said Barracuda made the offer, is why I brought this. She said it looks like it's being dumped but I would not have even mentioned it until the budget season had it not.

Commissioner Deatherage said so we need to double, what, you said roughly 15.

Ms. Johnson said I can get 48 terabytes at the Sheriff's Department and I can get 24 in the County. She said so I can go from 12 to 24.

Commissioner Deatherage said is that enough, is that going to be enough do you think.

Ms. Johnson said well I'd like to have both, but do I have the budget for that.

Commissioner Deatherage said well I think you want to have as much as you can.

Ms. Johnson said the 48 terabytes in the Sheriff's Department, who knows how data is going to grow. She said they're putting more and more data on them, more and more servers on them. She said the imaging server in Land Records, for instance, it's fixing to dump three more terabytes of images out there and that's used for mapping, it's used in 911, we're putting in the new Ezry system right now. She said we're taking away 2 terabyte because we're retiring the server but we're adding the new server that is approximately 3 terabyte because we're adding the new set of images that we put out there and there's more images than there were.

Commissioner Richardson said why are we going to Ezry.

Ms. Johnson said because the system we had doesn't work with anything anymore. She said we've had it forever.

Commissioner Richardson said that was a trick question, you gave the right answer.

Ms. Johnson said Ezry also ties into the 911 mapping system.

Commissioner Booth said I don't know about all these megabytes but what you're saying is we would save 30%.

Ms. Johnson said yes. She said you would save a little bit over, about 34%.

Commissioner Booth said Mr. Manager are we in a position to do this now and do something in this incoming budget. He said I know Chief Deputy Rose said he doesn't like going into future budgets but is there any way we can solve this problem tonight before 12:00 AM.

Mr. Alligood said the biggest reason this is coming to you is because it's a multi-year contract and the Board has to approve multi-year contracts so we could say we'll wait until July during the budget year and you would be on a single year contract but you wouldn't get the discount. He said we can do that if the Board wants to do that.

Commissioner Richardson said before you make a motion let me make one more comment. He said this is going to sound like a complete turnaround. He said what is it going to take to do this right and one time.

Ms. Johnson said Barracuda renews their server every four years. She said we would have to, and I might could ask them if they could make it a four-year contract so it would cover all four years, it would just have one time at the end.

Commissioner Richardson said I would think we need to do it right.

Ms. Johnson said I think this could handle us for four years.

Commissioner Richardson said okay, that's what I wanted to hear.

Ms. Johnson said that's why I didn't want to go with the 791 and I didn't ask for the 991 for the County.

Commissioner Deatherage said I'm going to speak to the four-year thing. He said I had the same situation with the servers I own, the people came back to me and for the same money I can get more storage and then that's what you're hoping to get.

Ms. Johnson said last time on the County, the 691 we had had 9 terabyte of disk space and I juggled around because we had eight months from, what they call a refresh. She said so I went from 9 terabytes to 12 terabytes with no cost to the County at all because we'd paid for the hardware/software support. She said so they just gave us another server of the same version but if we move up, we would have to pay a move-up charge to get to the next one.

Commissioner Deatherage said you want to go ahead and do it now so when they offer it, it won't double.

Ms. Johnson said it won't double but it usually goes up by 10-15% or better.

Commissioner Deatherage said plus you get a whole lot more storage.

Ms. Johnson said I get a whole lot more storage now and when the refresh comes in four years.

Chairman Waters said I'm going to call for a vote.

Ms. Johnson said can I ask one question; do you want me to ask Barracuda for a four-year contract instead of three.

Commissioner Richardson said you ought to do it right, I think you need to do it right.

Ms. Johnson said because at the end of three years it will go up at the end of 2023.

Commissioner Deatherage said go ahead and get the four year if you can do it.

Ms. Johnson said I can get them to do it.

Chief Deputy Rose said if I can add to that, especially when we're talking about storage, we are constantly evaluating what we have, and the needs do change. He said we expect the people we work with, the vendors that we work with to give us the information that we need. He said we expect our people to do the same thing. He said nothing is thrown upon anybody, but things are subject to change. He said when the cameras get better, which they are going to get better, we are going to get new cameras and that need may change so two years from now we may need to do something else and I hope it's not received as an ambush attack when it's not.

Commissioner Richardson said the only reason you would need to do something else is if you get new equipment that's higher, I know how that games played.

Chief Deputy Rose said and that happens all the time.

Ms. Johnson said Commissioner Richardson, to address that, most of the cameras in the jail and the courthouse are over five years old so they are dying, and we are replacing them one or two at a time.

Motion: Commissioner Booth motioned to approve the contract for the Sheriff's Office. Vice-Chairman Langley seconded.

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

Motion: Commissioner Booth motioned to approve the contract for the County. Commissioner Walker seconded.

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

See Addendum 11

Fee Waiver for Listing Forms

Mr. Lloyd Salter said I believe I have two items. He said we're going to start with the Fee Waiver Listing forms. He said to give you all a brief rundown, I've spoke with several of you all who have contacted me with this, but I want to give a brief rundown for everyone else. He said essentially personal property has two different listing forms. He said listing forms is where you provide, and those of you in business would know this, it's where you list your assets of the business. He said there's also a personal property, non-business personal property for cars, watercrafts, etcetera. He said most people don't know that one because most of the cars are farm use vehicles or things such as that. He said registered vehicles you do a little different. He said what we're talking about at the moment is actually boats. He said what we actually do in our department is we have an upload of data that we have every year. He said we get some registration information from NC Wildlife, etcetera, and we get data from them, so we get site addresses of where boats are kept, updates on sales, items such as that. He said what happened last year, it appears that when some of that data was uploaded, some of it went into a que and what happened last year when some of that data was uploaded it went into a que to be reviewed. He said the review evidently never happened. He said in other words when the listing forms were all mailed out at the end of the year last year about 637 of the listing forms for boats, individual personal property boats were not sent out to the customers. He said we discovered this when customers did come forward saying they did not receive the listing form for one or more of their properties. He said in other words, I had a gentlemen who came in who said well, I got a business form for my business but I didn't get one for my boat telling me the value or to list the value or do anything with my boat. He said we looked into this and started to realize what had happened, which I just told you about then. He said I just came into the office then when the gentlemen came forward and we figured out what was going on. He said we reached out to our vendor, South Data. He said South Date got with us as quickly as they could, we got the listing forms out to the concerned parties, all 637 and I'll say, at this point it was the last week of January. He said the cut-off date I believe was January 31st, so we did have one day in February for the listing period to end but we were getting forms out to people just as the period ended. He said you gentlemen are also aware the postal service has been a little slower. He said I will say we had some people come in and say we did not get our listing form on time, quite a few. He said some did though, get theirs on time and got it back to us on time. He said with that said the 637 changes, it's a listing form, some people sell their boats, do other things, once we get the listing form back there wouldn't be a fee applied because they don't have it anymore, something has already been done with it. He said so we're really down to a number of about 550 affected properties. He said basically I was asked for data on this. He said what we do as a department is, we actually, after that late listing, if you get that late listing, you missed your listing period we assess a 10% penalty. He said it's a 10% penalty on the bill. He said I have had a few taxpayers think it's on the tax listing, it is on your bill. He said most of these are going to be in the realm of $10.00 to $30.00 each and there are some that are going to be significantly more, and some are going to be a little less. He said it's going to depend on the value of your boat. He said it is going to be in proportion to the value of your boat or whatever else, in this case I believe there are only boats. He said just a few more things real quick, the fees are added to the bill that usually go out around August, again, that would be the 10% amount. He said since this does, like I said, affect about 550 I think the potential amount in fees, you're probably going to be well under $5,000. He said again, you probably wouldn't collect that anyway, again, if they'd gone out on time people would've paid and you wouldn't have collected that fee if they'd gone out on time. He said my guess, as of today, and I'll explain the guestimate, is the County amount, probably in the $2,000 to $3,000 range, obviously a bigger number applies when you apply it to municipalities. He said some of them are in different ones. He said some of these boats might be in Chocowinity, some might be in Longacre Township, they're different amounts to what we assess. He said I will add, and I was asked to add and I will add the machinery

act of North Carolina showed the laws, which I abide by, 105-348 does apply to all tax notices and can be summarized by the last line of the article, "This notice shall be conclusively presumed, whether or not such personas have actual notice." He said in other words there's not a legal mandate, to my knowledge, on us to waive this fee however it is something on that we are aware it did go out late.

Motion: Commissioner Richardson motioned to waive the penalty fee on the 637 units and give the Tax Assessor the authority to waive those fees. Commissioner Booth seconded. The vote was unanimous.

Mr. Salter said it would be a number less than 637 but it's understood that these affected would be covered.

Proposed Equalization and Review Board Dates

Mr. Salter said my other one is going to be a pretty simple one. He said most of you have been here for a while and this comes up once a year, I would assume. He said basically I have some potential dates for the Board of Equalization and Review. He said essentially, I have submitted the dates of Monday, 19th of April, Tuesday, 20th of April, and Thursday the 22nd of April, skipping that Wednesday of course. He said it would mean the commencement, or the first meeting of the Board, which you will probably have some business to review as well on that date, you would have that the Monday on the 19th. He said I'm pretty sure we can do these in three days this year. He said I believe last year you did them in two. He said we may have a few things changing in the general assembly that might have a little appeal to us but if not, we should be able to do it on those dates. He said I also provided some alternates, which are essentially Monday the 26th, Tuesday the 27th or Thursday the 29th as alternates.

Chairman Waters said are there any conflicts of the first three dates.

No one spoke.

Chairman Waters said hearing none we will stick to the first three.

EMS System Oversight Committee Recommendations

Mr. Carnie Hedgepeth said I stand before you submitting a report given by the EMS Oversight Committee. He said over several EMS Oversight Committee meetings we talked about EMS statistics across the County and we saw challenges in three different contracted departments across the County. He said Pamlico Beach EMS for low response percentage, Pinetown EMS for low response percentage during daytime hours, specifically and the City of Washington Fire and EMS over a large amount of mutual aid requests. He said you see the EMS sub-committee report is attached. He said I'll briefly go through the report. He said this sub-committee was appointed by the EMS Oversight to take a close look at the EMS data. He said they came back and reported to the entire Oversight Committee and they unanimously voted to bring this recommendation to the County Commissioners. He said so the three areas of concern I'll be speaking from page 264 of your attachment. He said Pinetown EMS, specific, it was noted that Pinetown EMS was having issues with weekday, daytime response due to the lack of providers in the area during this time because of their work. He said Beaufort County Emergency Services actually had several conversations with Captain Butch Oliver discussing these concerns. He said after the meeting Captain Oliver met with his Board and his providers and they have come up with a plan that will hopefully solve this issue and we have seen noticeable improvement thus far in their response percentage. He said their response was at 63%, we see it at 70% now and they have not put into place what their plan is. He said they've put it together and got approval from their board but that's going to be some part-time or incentive coverage during those daytime hours when they can't guarantee a volunteer will be there. He said so the recommendation from the Committee with Pinetown is to take no action but to watch them for six months, just communicate with them and make sure that system is able to continue. He said I've got some data I will go over with all three of these in just a second. He said Pamlico Beach EMS, the issue noted with Pamlico Beach EMS is the lack of response overall, no matter the time of day or the week. He said data from 911 response in the Pamlico Beach area was reviewed to include response and mutual aid received. He said after discussions, the limited number of calls responded to by Pamlico Beach EMS providers, it is noted that they responded to fewer than 15 calls during 2020. He said Beaufort County Emergency Services has had several discussions. He said we talked with that group numerous times making

sure everyone understood where we were and what we were trying to do to make improvements and they were unable to make those improvements or to get a significant improved response for EMS. He said so it's the recommendation of the group that Pamlico Beach EMS will no longer receive funding or a contract for EMS services in the 2021 year. He said the issue of focus regarding Washington Fire-EMS is the number of mutual aid calls received by the city district. He said Washington used to fully staff two EMS units until approximately 2.5 years ago when, due to staffing issues, they dropped to one EMS unit. He said when this occurred Washington contacted Emergency Services and advised us that this would be a temporary issue. He said we told them we would try to work with them while they hired adequate personnel. He said while the data reviewed only covered the past year it clearly showed outside units responded to, and it says 340 but our accurate data says 374 calls in the City. He said it's our observation that these events, in turn, required Washington Fire-Rescue to respond to more mutual aid calls outside the City because the outside units were responding to the City. He said what we had was Washington would get a call and right after that they'd have a second call. He said Broad Creek may be the primary coming in and before Broad Creek was on that call Broad Creek would have a call and so we'd start jumping multiple trucks around out of district. He said someone still goes to the call, but we'd have a longer response time because of that. He said so the recommendation from the group is that Beaufort County Emergency Services request through contract that Washington Fire-Rescue staff a second EMS unit to provide paramedic care to all patients. He said at a minimum Washington Fire-Rescue should staff a second unit from 8 AM to 8 PM with paramedic care given to a patient. He said this was due to a peak response showed in data. He said if I could take just another second, if you would look at the handout that I gave you, I want to run through a few things with you.

	District Calls	District Responses	Percentage Dist. Resp.	Mutual-Aid Provided	Mutual-Aid Received	%of Mutual Aid
Aurora	476	455	96%	6	21	3%
Bath	419	391	93%	122	28	4%
Belhaven	803	786	98%	39	17	2%
Broad Creek	951	849	89%	180	102	14%
Chocowinity	1078	1045	97%	190	33	4%
Old Ford	633	576	91%	104	57	8%
Pinetown	160	112	70%	11	48	6%
Pamlico Beach	79	6	8%	0	73	10%
Washington	2660	2286	86%	108	374	50%
BCEMS **Combined**	1855	1753	94.60%	265	102	14%

Mr. Hedgepeth said this is each district across the County. He said understand that for the County itself, Beaufort County EMS has three of these districts. He said what is called Bath, Belhaven and Old Ford are all Beaufort County EMS specific units. He said we removed any QRV data because we're comparing apples to apples, just looking at transport trucks and you can see, the first column, district calls, is the total patient care reports that have been issued for that district. He said so Aurora you see 476. He said that's the total call of patient care reports that were generated for the Aurora area, and so on. He said district responses is the actual number that station responded to so in Aurora's case, district response was 455 so Aurora responded to 455 of 476 calls. He said from that we get a percentage of response. He said you see Aurora is 96% they provided. He said they went somewhere else on six calls for mutual age and they received 21 mutual aid calls to them and the percentage of that last column, the percentage of mutual aid given across the County, Aurora received 3% of that. He said so I just show you that to understand the chart. He said if you look at our three agencies, down at Pinetown, you see for 2020 Pinetown had 160 calls. He said 112 of them they were able to respond to for a 2020 response date. He said again, that was lower, it was in the low 60's, they've improved it to the 70's, we see that improvement continuing. He said you see that they utilized 6% of mutual aid coming into their district and that's why the committee recommended we keep working with them and make sure those improvements continue to take place. He said our second department here, Pamlico Beach had a total of 79 calls. He said even though you see that they responded to six we think they responded to 14. He said they didn't start reporting electronically until later in the year and that's where that number came from. He said from what we've been able to find we think they responded to 14 or 15 so instead of 8% it was probably more like 12% but a very low response. He said they provided

zero mutual aid, they received mutual aid 73 times and utilized 10% of the mutual aid provided across the County. He said so Pamlico Beach, again, they understand that their issue is they're in a geographical location that there are no volunteers for EMS in that area. He said they don't have enough call volume or income to bring EMS volunteers into that area. He said they've tried a few things; they've just been unable to get two certified individuals to answer calls. He said great people, they're continuing trying but they're just not able to answer calls. He said in Washington's case it's not a matter of them not being responsive. He said as you notice, they've had a total of 2,660 PCR's generated in that district. He said they responded to 2,286 of those, which is 86%, it's a high percentage, it's lower when you look at the majority, but they've responded to every call they can, they've just got a lot of calls. He said when you look at the mutual aid they provided, they went out of the City 108 times but they received mutual aid 374 times and that is 50% of the mutual aid across the whole county, is being pulled into the City of Washington. He said when we look at, in our opinion of this, when Washington dropped from two trucks down to one is when we really saw the effect taking place across the County. He said to give you a for instance of that when you look up at Chocowinity, Chocowinity is at 97% of answering their calls. He said if you look they also provided mutual aid 190 times so just to compare two different departments, Chocowinity is the second busiest station as we look at this but was still able to keep their calls up and the reason for that is Chocowinity has a second EMS unit and at times, during peak, they take their transport unit and put it in place. He said so we see the benefit of that happening as we compare it to Washington. He said I'd like to answer any of your questions that you may have, and I'd like to give Chief Hubert, operationally, what takes place in these areas because of these discrepancies.

Commissioner Walker said how quick does Washington get to comply with your request.

Mr. Hedgepeth said the committee's recommendation and what we would be looking at is we would go to them with a contract. He said I think a reasonable time would be 30 to 60 days. He said our thing is this, we need to be prepared to budget, its budget season and as we go through all of these we need to be prepared that, our hope is that they will comply and be able to put a truck in place and go with our recommendation. He said if not we need time to be able to take care of that if that is not the case.

Commissioner Richardson said Washington is running how many trucks.

Mr. Hedgepeth said one EMS unit. He said one at a time, they have two trucks.

Commissioner Richardson said two shifts per day.

Mr. Hedgepeth said it's a 24-hour shift but sometimes, I don't want to get into operations with them but what we see is it's one EMS unit provided 24 hours per day.

Commissioner Richardson said what about Old Ford.

Mr. Hedgepeth said everybody that you see on here is one truck 24 hours a day except Chocowinity. He said Chocowinity runs two trucks at a time and occasionally sometimes three.

Commissioner Richardson said that's two EMS trucks, now they're doing transports.

Mr. Hedgepeth said you're right and with that it's not consistent that they run two EMS trucks. He said I think their normal operation is one EMS truck, one transport truck but they will quickly, if they're not on a transport, quickly respond to a 911 call with their transport truck.

Chief Hubbert said with this, what we're looking at is we identified this early on and I actually sat down with Pamlico Beach and Pinetown and the City and said what can we do to fix this problem. He said the biggest problem we see is what we call the domino affect with the trucks. He said one truck goes out, another truck goes in and we get this domino effect and we've got trucks actually passing each other going to different districts. He said sometimes it's not a big deal but if it's an acute call it is because we're increasing our response times substantially by sending these trucks out. He said we've actually had mutual aid from Washington go all the way to Belhaven because the Belhaven truck is sitting in Bath's district while Bath is in Broad Creek and Broad Creek is in Washington. He said this domino affect cause a large response time with these trucks trying to get aid to our citizens in the County. He said with what we've seen with

the data and the recommendations through the Oversight Committee, if we look at putting a primetime truck, because what we see from 8 AM to 8 PM, everybody is at their peak of call volume. He said it take a long time to reset and get these people back to where they need to be in their districts because of us getting caught in this mutual aid gambit that they're in. He said with being able to put on a primetime truck from 8 AM to 8 PM, this would reset and be able to stop it very quickly and shorten our response times to the citizens in the County. He said that's where we stand with that.

Mr. Hedgepeth said if I may add one thing and then take any other questions, again, we've had conversations with each agency. He said different conversations, different strategies and I would say that Pamlico Beach, they are the only department left in the County that fire and EMS is under one non-profit. He said they're one organization where everyone else is two so stopping funding for EMS is going to affect funding for the fire department, to some degree. He said now they're strategizing. He said they're looking at possibly doing something different, a first responder EMS. He said they're not ready to come back to us with that. He said they understand that they're not making the calls with EMS but they're still working on something that I feel they're going to bring back. He said in talking with Pinetown, the Captain, Butch Oliver, has been very responsive. He said they're looking at moving forward. He said in talking with the City it's been a personnel issue of training, hiring individuals with certifications, not training, and keeping those individuals at the paramedic level. He said talking with the chief, there's no immediate plan of putting two trucks back in service. He said we did, at the EMS Oversight meeting, we had Chief Yates present and the City Manager. He said the City Manager said he would certainly be open to looking at what needs to be done, nothing further than that. He said because we really hadn't gotten any solid ground there that's why you're seeing all of these recommendations from the EMS Oversight.

Commissioner Rebholz said do we have a contract with Washington.

Mr. Hedgepeth said yes, there's a contract with each agency across the County.

Commissioner Rebholz said are they in violation of that contract.

Mr. Hedgepeth said no they are not. He said with that, their contract is a very dated contract. He said so the way contracts work, they may be for a time period but within that contract, if you don't renew it, it automatically renews so under their current contract for us I don't think it asks for more than one EMS unit.

Commissioner Rebholz said when is that contract up.

Mr. Hedgepeth said all of the contracts are due to be renewed July 1st of this year.

Chairman Waters said would you comment on what triggers a review or concern as it relates to a district response, you know, Pinetown is at 70% but if I understood, at the EMS Oversight Committee anything below 75% starts being reviewed.

Mr. Hedgepeth said first of all, where does a review come from. He said we are just active listeners and participators in the system. He said so we start to hear a challenge somewhere or we hear chatter, people will start to say I think something's wrong, you start looking into it. He said that brings into it that we start to listen a little bit more. He said we start hearing more trucks go to Pinetown during the day we say okay, let's take a look at it. He said the 75% came from me going back into old EMS Oversight records looking for some kind of standard in Beaufort County. He said 75% response rate was used by the EMS Oversight Committee previously to me taking over my current position. He said so that's where the 75% response district came from. He said we have had conversations, if you look through percentage district response, that's what we're talking about, you really wonder is 75% good enough or do we want that to be better. He said I would say that has got to be a minimum, but I would say we want that to be better. He said you see most are in good percentages. He said even the City of Washington is in a good response percentage but we're looking at 374 calls that outside units are coming into the City and that specific one, again, not because they're not responsive, they're answering as much as they can with their one truck but if you really look at that it is beyond the average that is taking place for other districts. He said that's why we added that percentage.

Chairman Waters said I would just add to what you said, Bob Watson, who is the treasurer at Pamlico Beach Fire/EMS has had two telephone calls with me. He said he's very supportive and understands, but like you say, they're looking

for a way to be able to provide some kind of first responder, which they do have some equipment which I think is on a long term lease, which would allow them to do that. He said maybe in the budget process we add some token amount to help them get through.

Mr. Hedgepeth said we are still working with them very closely to bring what they may have, as a liaison, back to the Board to look at.

Commissioner Richardson said how would we finance this if we contract with the City of Washington to put another truck on, we're going to pay them so much for doing that.

Mr. Hedgepeth said no sir. He said the City of Washington and the County EMS tax is not imposed in the City of Washington, so City of Washington residents are getting EMS service from tax imposed by the City of Washington. He said the County has imposed an EMS tax to provide EMS everywhere else in the County. He said so the City, and Mr. Manager correct me if I get anything wrong here, the City, the County does not impose that EMS tax on the City. He said so in essence the more a County truck is going into the City the County taxpayer, which they're all County taxpayers but residents in the City who are not paying that County EMS tax are receiving that service. He said you could make the counter argument that a County resident who receives mutual aid is not paying that tax but when we look proportional it's happening a lot more right now of County trucks going into the City than the City is going out into the County.

Commissioner Richardson said but the City gets to keep whatever collectable revenue there is from the calls that they make.

Mr. Hedgepeth said that's right.

Commissioner Richardson said what makes them want to add another truck.

Mr. Hedgepeth said it's surely a cost, but it's needed of the system.

Commissioner Richardson said I know but if they add another truck then they're taking calls away from the rest of our system, the rest of the County and they're collecting the revenue from making those calls so we're increasing our cost when we do this.

Mr. Hedgepeth said I understand what you're saying. He said remember, EMS, especially in rural areas is not a profit-making system. He said EMS cost, period, and it costs to provide a good level EMS service so what I would say you're taking away from that in saying you're looking at the revenue of a transport cost, we're actually diminishing the service we're providing to our County residents, we're making that less by continuing to supplement a service by really, we're not putting the tax down to pay for it.

Chairman Waters said we're also increasing the response time for the other citizens in the County that are paying the tax.

Commissioner Rebholz said then you add to that, we cannot bill unless we transport so we'd be sending vehicles into Washington and we don't, if they refuse to be transported, we don't collect anything.

Commissioner Richardson said but we collect, when you send a vehicle into Washington, we get whatever insurance or Medicaid revenue there is from that call.

Mr. Hedgepeth said when we transport, yes sir.

Commissioner Richardson said that applies both in the County so that's a wash. He said you're going to net, if the City adds another truck, you're going to increase the cost to providing the service to the County. He said now, you say you're going to provide quicker service. He said how much quicker service. He said is it measurable and how quick of service do we really want to provide.

Mr. Hedgepeth said I think we want to provide the best service we can but I would like to say I'm not asking for something extra, the Committee is saying you were doing this and you were doing it for a while and you have diminished your service that is now impinging on the service that is provided by the County. He said that's the EMS Oversight is coming from. He said because of your diminishing in service it is now costing the County more in service.

Commissioner Booth said is the law that we've got to do mutual aid.

Mr. Hedgepeth said there is not a law but if you don't do mutual aid you don't receive mutual aid.

Commissioner Booth said what I'm saying is at one time I was here when we started this County wide EMS services and Washington said just leave us alone, let us do our own thing but if they were left alone doing their own thing they would have to put in their own truck, a second truck. He said didn't they ask us that.

Commissioner Richardson said that was part of their service area. He said we were contracting with them in Old Ford and we took that back away from them and they said if you take that back, away from us we're going to have to reduce the service we're giving, and they did.

Mr. Alligood said so I think what the Board needs to remember is you as a Board are ultimately responsible for EMS services in the County. He said you can set that level and decide whatever level it is you want. He said you contract with these agencies to provide these services. He said if you didn't contract with them you would provide it. He said if you as a Board feels it's acceptable to have long response times with that and the City of Washington to back down to one truck then you can stay that way but the recommendation of the Oversight Committee is that there was a second truck in place initially and I was at the City when we moved to paramedic level and I will tell you I was the one who negotiated the contract with the County to take Old Ford and then when I came to the County I said you can't continue that contract because that contract is terrible. He said it was written all one sided and I laughed when we signed it because the City of Washington was not required to do anything additional. He said they would respond to Old Ford if they had a truck, at whatever level they had and we were giving them a hundred and sum thousand dollars to do it and when I was sitting in the City Managers seat I thought that was a pretty danged good deal because we were walking away with your money and not having to do anything, not having to upstaff or do anything. He said when I came to the County I said we got to fix that because that's not right and the people are not getting the service they need so that's where that change occurred but the City has traditionally always had two trucks in play. He said now whether you as a Board feel that's acceptable for them to drop back, that's you're prerogative to say. He said your Oversight Committee says there's an issue there and because it is a decrease in service, we're not at the point where they just only had one truck and you're saying to them man, you really need to truck, you're saying you had two trucks, you took one down because you had personnel issues and you couldn't staff it, you told us it was going to be temporary, well temporary was three years past now and the rest of the system is being impacted. He said the mutual aid agreement is causing trucks to move all over the County because every time that happens, just like Chief said, there's a domino effect and every time that occurs you've got to move people and response times get longer and longer. He said if you're okay with long response times then just tell us you're okay with long response times but for a system to work everybody's got to share their load, and that's kind of where we are. He said we need them to step up. He said the Oversight Committee has said you don't have to put a complete second truck in place, but you've at least got to hit the peak times because that would help. He said then we can continue to adjust it. He said but just to sit back and do nothing and say tough, you're right, what's the incentive to put one in play. He said there's really not until you make them do it and say you've got to do it because you're impacting the system. He said if it were the opposite, they would be saying the same thing to you, at least I would be.

Chairman Waters said if you look at the cost of having one truck 24/7/365, you're looking at 500. He said what the Oversight Committee has said to the City is we want you to do it during the peak time of 8 AM to 8 PM so that cuts their cost almost in half by doing that. He said like you say, the County Manager was here and I'm not sure what kind of conversation you had afterwards, but I think at least we're having a conversation with them and trying to solve it. He said to me, if I was a City resident and I found out the truck was in Belhaven and the response time getting to me inside the City was 30 minutes I'd be concerned as a taxpayer inside the City.

Commissioner Richardson said I'm just not willing to increase the cost for something that's not that miserable. He said it's not that miserable because the if, what, when, if the worst thing happened at the worst time and you have the worst number of calls that you could have, yeah, you've got a problem but route, mean, square average, you can't quantify it.

Mr. Hedgepeth said I think in hearing the problem and saying it's not measurable, we do need to do a study of response times as we look at that but to hear Broad Creek, who's actual, their own personal district responses diminish because of their, they're the primary mutual aid truck. He said to hear Chocowinity talk about, we didn't just decide hey, let's look at the data, people started complaining. He said we're spending more time in this district than we are in our own and that's what pushed us to look at the challenge.

Commissioner Richardson said I guess the problem I'm having looking at the numbers, Washington, with one truck is making 2,200 calls. He said you've got Bath with one truck making 391. He said you've got Aurora is making 455 with one truck, Belhaven is making 786, I mean, numbers don't fit up for me.

Mr. Hedgepeth said Washington can run a complete call in less than three miles in 30 minutes where the Belhaven truck is going 60 to 70 miles in an hour and a half turn-around time.

Commissioner Richardson said I understand but it's still, the numbers still, when you have so many units, when you have six of these units go out, six of these units are making 600 to 70o calls at the most and the Washington unit is making 2,200 a year, the numbers are not working for me.

Chairman Waters said I serve on the Oversight Committee and I attended the first meeting, which was this recommendation so on behalf of the Committee I'm going to move that we accept the recommendation.

Commissioner Booth said I just have one question. He said I understand the recommendation but what if the second truck doesn't come in. He said I understand the time is being shifted because the truck in Broad Creek could be here and then you have to bring in the truck from Belhaven but what is the option if they don't add a second truck.

Mr. Hedgepeth said if they don't agree in the contract then it would come back to this Board to decide what to do. He said that wouldn't be something set by our office that would be up to the Board to set the policy.

Commissioner Richardson said what's going to happen when you get into all these contracts that are going to be renewed in July of this year, what is your intention for the for the City of Washington if they don't put another truck on. He said are you not going to renew mutual aid with them, what. He said I think if this Board votes to support this tonight that you're starting another contention with the City of Washington that you're forcing them to do something that they may or may not want to do and I'm just not wanting to do it.

Mr. Hedgepeth said and understand that for me personally, there's no stake one way or the other. He said we want an EMS system that runs and runs well. He said we see a deficiency in the EMS system as it's currently being run and that's where the Oversight Committee has come together and said we believe this deficiency needs to be fixed. He said it's just that simple.

Commissioner Walker said one more thing. He said I think the City needs to give, be given the chance to say what they would need to make this work proper and coming forth, by us voting tonight gives this a little beef and now they can say, and you present to them what is it going to take to correct this problem and they're going to tell you. He said then you're going to come back to us and we're going to know what to do.

Motion: Chairman Waters motioned to accept the EMS Oversight Committee's recommendations. Commissioner Walker seconded.

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

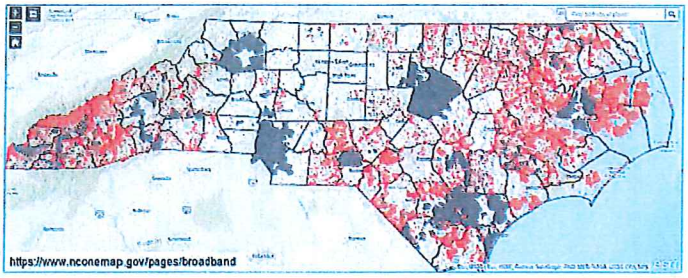
See Addendum 12

Broadband Expansion RFP

Mr. Alligood said just briefly, to tee this up for you, if you will recall, at your regular meeting on October 5th the Board approved issuing an RFP to provide for expansion of broadband services in unserved and underserved areas in Beaufort County. He said you also committed $500,000 to match broadband funding grants. He said the RFP that we had put together that you saw was issued in accordance with NCGS 153A-349.60, it was advertised in the local newspaper, it was put on our website, it was put on the NC purchasing platform and additionally, per the statute, it was sent to known providers of broadband in Beaufort County and those who had the ability to serve Beaufort County. He said RiverStreet Networks who is located in Belhaven, was the only responder to our RFP, the only responder to our RFP. He said again, this kind of brought home to us that other providers really don't care about rural service. He said they don't want anybody else to come in and provide it but they're not going to provide it for you either because we got zero responses. He said so Greg Coltrain who is the Vice-President for Development at RiverStreet is here tonight to walk you through that RFP, their response to that RFP and in the agenda item we have the MOU that's been proposed between the County and RiverStreet. He said it would make us partners in moving forward with this potential to look at grants that are available and different things, he's going to kind of talk through that. He said at the end of this thing what we're going to ask you to do is to approve the MOU and let us work together and try to figure this thing out because it's very clear that nobody else is going to help us unless we help ourselves.

Mr. Greg Coltrain said just a couple quick items, just as Mr. Alligood said, we were the only responder and I was really surprised but then again, I wasn't surprised because we're seeing this all across North Carolina and a lot of counties. He said nobody is stepping forward to try and create a fix for this broadband issue and that's why we've been successful working with other counties. He then gave the following presentation:

NC BROADBAND INFRASTRUCTURE OFFICE
NC ONE MAP / FCC DATA



RiverStreet NETWORKS

US TELECOM / COSTQUEST RESEARCH

Broadband Mapping Initiative Partners		
US Telecom	ITTA	WISPA
AT&T	CenturyLink	Chariton Valley
Consolidated	Frontier	RiverStreet Networks
TDS	Verizon	Windstream

RiverStreet NETWORKS

US TELECOM / COSTQUEST RESEARCH

Current Reporting FCC 477

- Census Block
- Provider Reported
- Inaccurate Data
- Misrepresented Totals
- 38% Overstated in Virginia and Missouri
- Federal and State Funding Based On Incorrect Maps
- Not Audited
- No Consequences

RiverStreet NETWORKS

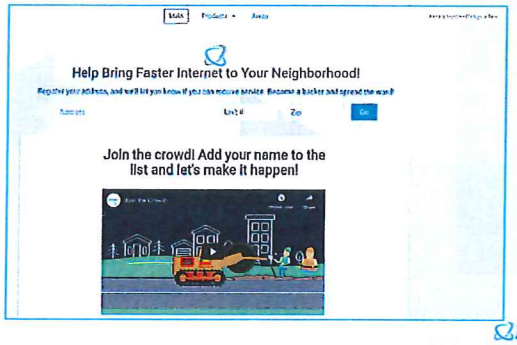
US TELECOM / COSTQUEST RESEARCH

New Fabric Method

- Locates Serviceable Addresses
- Cross References Multiple Data Sources
- Provider - Roof Top Maps
- Improves Accuracy
- Will Be Audited
- Fines For Falsifying Information

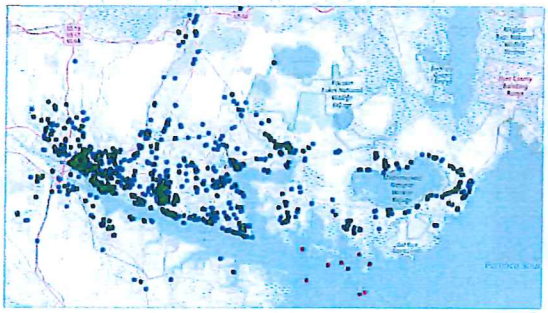
RiverStreet NETWORKS

RIVERSTREET NETWORKS, NC - GAUGE INTEREST
http://join.BuildRiverStreet.com



RiverStreet NETWORKS

RIVERSTREET NETWORKS, NC - GAUGE INTEREST
http://join.BuildRiverStreet.com



RiverStreet NETWORKS

North Carolina GREAT Grant

Starting in 2020 - Budget $15 Million (x10 Years)

Potential For Additional Funding

RiverStreet NETWORKS

Federal Broadband Funding

Discussion of new Broadband Stimulus Program

Current Administration $20 Billion Proposed
Previous Administration $20 Billion
($2 Billion a year for 10 years)

RiverStreet NETWORKS

FCC - RDOF
(RURAL DIGITAL OPPORTUNITIES FUND)

$20.4B IN TWO AUCTIONS

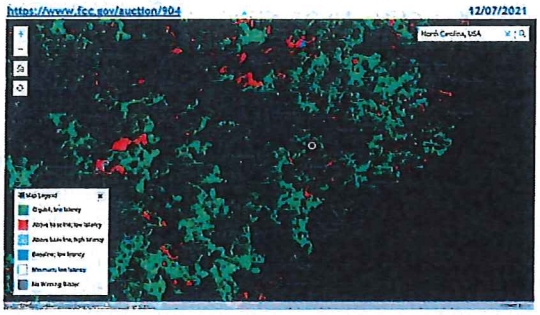
~~$16B~~ $9.23B - Round I (ended 11/25/2020)

~~$4.4~~ $11.17B- Round II (N/A)

https://www.fcc.gov/auction/904

RiverStreet NETWORKS

RURAL DIGITAL OPPORTUNITY FUND
PHASE 1 RESULTS



RiverStreet NETWORKS

RIVERSTREET NETWORKS - PARTNERSHIP PLAN

- ✓ Identify Fundable Areas
- ✓ Design a Blueprint (Broadband Expansion Plan)
- ✓ Partner With County and Tideland EMC
- ✓ Establish An Arrangement With County Via RFP
- ❑ Execute A Memorandum of Understanding With The Co.
- ❑ Gauge Interest (http://join.buildRiverStreet.com)
- ❑ Secure Additional Grant Funds

RiverStreet NETWORKS

Mr. Alligood said the MOU has been reviewed by the County Attorney, he signed off on it and if you've had an opportunity to read the MOU it is a partnership. He said there's nothing really hard and fast, it doesn't require us to do anything, it doesn't require RiverStreet to do anything. He said it says we are planning to work together; they are our partner, we are their partner, we're going to work together to solve this issue in Beaufort County and help expand broadband in unserved areas and underserved areas. He said but if it doesn't work, we part ways amicably. He said Mr. Coltrain and I have talked through this and I think we have a lot of players at the table, there's a lot of legwork that's been done. He said there's a lot of interest in the community and it's just really, I think this shows clearly that there's a business entity in Beaufort County, does this, does it well, has a track record of doing it really well, that wants to make Beaufort County a model of what can be done in North Carolina. He said none, none of the other providers care about Beaufort County, let's just say it the way it is. He said they didn't respond to the RFP, they didn't even ask a question about the RFP, they could care less from our perspective because they haven't done anything. He said you've already submitted your request to the Attorney General to investigate one of them. He said we've got a partner, local, who wants to work with us who we think we can work with and do some really good things and we recommend to you that you approve us moving forward with the MOU to start this partnership.

Motion: Commissioner Booth motioned to approve the MOU with RiverStreet Networks. Commissioner Walker seconded.

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

See Addendum 13

Carrying Concealed Handguns

Mr. Alligood said as you recall at your February 1st regular meeting you voted 5 to 2 to no longer exercise your authority under general statutes to prohibit the carrying of concealed handguns in or on County property, notwithstanding existing laws of the State of North Carolina or the United States. He said we were directed to bring back to you a personnel policy to develop how you address that for County employees carrying concealed handguns. He said in this agenda item you have a resolution that essentially says you no longer desire to exercise your authority to prohibit the carrying of concealed handguns in or on County property, notwithstanding existing laws, that would be for everybody. He said remember last time we talked about you couldn't decide who could and who couldn't, you don't have that authority under statutes. He said also attached are a proposed revision to the existing personnel policy. He said in that there's additional language that I want to talk to you about, about whether there's a requirement that you notify your supervisor so if we could just simply walk through these and let me kind of give it to you. He said on 273, this is the resolution. He said this has all been through, the County Attorney has reviewed these, we had outside counsel also look at it. He said so this is the resolution that essentially says you are no longer exercising your authority to prohibit anyone from carrying a concealed weapon on County property or buildings, notwithstanding state and federal laws. He said it doesn't mean that when you pass this resolution someone can walk into the courthouse with a concealed handgun. He said that's against the law. He said there are still places in North Carolina that are clear you cannot carry. He said the second piece of this, starting on page 274, is the personnel policy that we developed to address this and it talks about how County employees who chose to exercise their right to carry a concealed handgun, what rules and regulations they are under. He said so, we're pretty clear, and this was the recommendation of the outside counsel, was that it's clear under general provisions that we're taking no measure to prohibit any County employee from carrying concealed, in accordance with state statute or prohibiting a County employee who lives in another state from carrying a concealed handgun if their home state has a reciprocity agreement with North Carolina that allows them to carry that permit into North Carolina, and a lot of them do. He said if you look on the Attorney Generals website you will see the list of all the states that are in reciprocity with North Carolina, a majority of them do. He said so it talks about, you've got to hold a valid concealed handgun permit. He said there is an exception there, where we say you can carry it in a vehicle that's owned by the County. He said there is an exception there for any vehicle that is permitted by the North Carolina Offices of Emergency Medical Services. He said so if you have a vehicle that is permitted, if you have a QRV that is permitted by OEMS you cannot carry in that vehicle, it is against state law, or it's against administrative law to do that. He said since it's an administrative law you would lose your certification and essentially lose your job because you would be de-certified for that. He said again, we say there's nothing in this policy is interpreted or implied to wave the right of the County under North Carolina General Statute 14-409.40(e) to regulate or prohibit any individual employee from carrying a concealed handgun in the course of employment, whether permanently or temporarily, whether for cause or for any non-discriminatory reasons. He said so you still have the ability, the statutes still give you the ability to regulate that to say to the employee, based on your job that you do it's probably not appropriate that you do that. He said so we're not saying you waive that right, you still have that right, you still have that under statute. He said we're saying that the decision to carry a concealed handgun is solely the choice of the employee and its based on their ability to exercise their right to bear arms and nothing in this policy should be interpreted or applied as directive or authorization to do that in the scope of their employment, they are doing that on their own. He said in that, they are wholly and solely responsible for understanding where and when they can carry that concealed firearm. He said so that's when we say in

prohibited areas, that's a hold it but it doesn't allow them where it is prohibited by the laws of North Carolina or the United States of America. He said they are solely responsible for knowing and understanding and following any and all such laws. He said it also puts in a caveat there that no employee shall carry a concealed handgun in the course of employment in any private vehicle or on any private property owned or leased by another person over the objection of that individual. He said so I can't come onto your property if you tell me I can't carry on your property. He said that's state law as well and I can't carry in your car if you tell me I can't carry in your car, that's also state law. He said we do talk about an employee that carry's a handgun and storage of that. He said if they carry it, it is to be on their person in a holster or other appropriate carrying device at all times unless they are lawfully using that handgun. He said a purse, a handbag or similar item, under this policy, is not considered on your person so in our writing of this it's on you and you've got to put your hand on it. He said it's not in a purse or handbag that's sitting across the room, it's not in a desk drawer, it's not in your filing cabinet, it's on you. He said if you are in a vehicle and you needed to temporarily store that handgun because you had to go into the courthouse or some prohibited area to work on something and you had that handgun then you would need to lock it in a case, a handgun case that belongs to you and put it in your vehicle, out of sight, and lock the doors. He said we assume no responsibility for loss or theft or anything, it's yours. He said but you can't put it in the console, you can't put it in the glovebox, you have to put it in a lockable case that you own, because it's yours, and it has to be out of sight. He said we also talk about, we don't allow people to store handgun, even in a lock case in one of our vehicles after hours. He said you just can't do that. He said after business hours or after work hours you can't do that. He said the one thing we do say is if you're storing a handgun in your personal vehicle or say you ride to work with someone and they're okay with you doing that, you are required to put it out of sight. He said we can't require you to put it in a lockable case, but we can say you've got to store it out of sight because it just makes common sense to store it out of sight. He said we do talk in here about threatening or violent behavior in the workplace. He said we start that off with the sentence that "the mere act of carrying a concealed handgun will not be construed as a violent, threatening, or intimidating act on the part of the employee". He said so just because you do that we're not saying you're threatening, violent or any of those things but what we are saying is that we will not tolerate threatening or intimidating behavior and that includes intentionally displaying a concealed handgun to any person, referring to it, referring to it even if it's not on you in an implicit or explicit way to intimidate someone and we'll deal with that in a personnel policy. He said it includes disciplinary action up to and includes dismissal and we reserve the right to refer it out to the local legal authority to investigate if they need to. He said if you brandish a weapon, you'd probably get fired by us and you'd probably get investigated by the DA on whether they needed to bring charges against you. He said so there's that piece of it. He said the second piece of is you will find on page 276. He said it's the additional notification requirement and this is the question for you, I'm recommending to you that you approve the concealed handgun policy that's written here. He said the question I have for you is this additional language. He said this is based off the policy that Pitt County has and in Pitt County if an employee wants to exercise their right to carry a concealed handgun they are required to notify their supervisor, provide their supervisor a copy of their valid permit and then that permit, the supervisor then notifies the County Manager by the next day and then a copy of that permit is put in your personnel file, separate from everything else, kind of like we do for health information, it's a separate piece, it's confidential and it stays there. He said the County Attorney and I had this conversation because part of my concern was are we anticipating, are we accepting any additional liability because we know that. He said his opinion, and Mr. Francisco can certainly speak, is that no, you're not accepting any additional liability for that and maybe you do want to know, maybe you don't want to know but Mr. Francisco was tending towards you do want to know. He said for me, it doesn't change the equation for how I'm going to treat an employee. He said I'm not going to treat you differently if you carry or if you don't carry, it doesn't matter to me so that's why I left this out for the Board to decide on that. He said I did send a note to the department heads saying here's where I stand on this, it doesn't change the calculus on how I deal with an employee, whether they're concealed carry or whether they're not, it doesn't matter to me. He said I don't care to know, it's not an advantage for me to know, it's not a disadvantage for me to know, I just, it's another step that we would have to look after on a permitting do, this and do that. He said I sent that to our department heads and said here's where I am on it, here's where the County Attorney is on it, what do you think. He said I think I got five responses back from department heads, and yes we have more than five department heads and out of those responses I got two that said yes, I want to know, I want to know every employee in my department that's carrying. He said I got two that said I don't want to know, and I got one that said doesn't matter to me. He said so, there are advantages to knowing, there are disadvantages to know, I mean there are advantages and disadvantages to both. He said ultimately it is the employee's responsibility to follow the law and to follow the policy and if they don't then there are remedies for that. He said so that is the question I have for you, as a Board, in making policy decisions for personnel, which you do, you sign off on the personnel policy, do you want to include this or not. He said the last piece, on page 277, is just the change that needs to be made in our existing personnel policy, it's under section 25 of our personnel policy that

speaks to weapons in the workplace. He said now what is says there is there are certain things that are called prohibited weapons. He said now in the language it reads including a handgun for which an individual possesses a valid permit. He said that's the way our policy currently reads and that is considered a prohibited weapon. He said what I have proposed is to change that and strike "including" and insert "excluding a handgun and ammunition for which a person possesses a valid permit". He said then say, "see additional policy regarding the concealed carrying of a handgun by an employee". He said so that essentially says that is no longer a prohibited weapon. He said there are other things that are considered prohibited weapons that you are not supposed to bring on County property, so we leave those in there. He said there's only a few little tweaks to allow that in our existing policy so out of all this, if you want to move forward, you would need to adopt the resolution to say we are no longer exercising our right to prohibit that. He said you would need to adopt; I think you would need to adopt a personnel policy to address it. He said whether you chose to adopt the notification or not, that's up to the Board, but you also need to modify the existing personnel policy to make it so it's not illegal under our policy. He said I'll be glad to answer any questions and if the County Attorney has any comments he'd like to make I'll certainly yield to him at this time.

Mr. Francisco had no comments.

Chairman Waters said one question, will the employee have to sign any certification that they've read the policy and understand it or are we just going to assume they've read the policy.

Mr. Alligood said we send those policies out and we can certainly do that. He said we can certainly send that and have them reply back that they got it. He said what happens is when a new employee comes on board, they get that in their on-boarding, and they sign off and say they've received a copy. He said we can certainly do that as part of this. He said send this out and say these are the changes, this is the new policy relating to that and we want your signature so we can put it in your personnel file showing you know that happened. He said we can do that sir.

Chairman Waters said we're going to take this in three steps. He said the first one is the resolution.

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

Commissioner Deatherage said the way I understand it, and I'm going to speak to all three of it, the resolution is just to get started. He said the policy is something that we need so we can say that we have guidelines. He said but again, their guidelines are prescribed by their concealed carry permit, am I right, and the laws of the land, where you don't pull a handgun out and don't threaten anybody unless you're going to use it. He said that makes sense. He said I'm sure that's part of the concealed carry permit.

Mr. Alligood said yes, but unfortunately, just like with all our personnel policies, we have a personnel policy in place because some people don't believe in common sense. He said we have to have a mechanism by which we can address that under the personnel policy.

Commissioner Deatherage said this is to protect us more than anything else and help guide them as well.

Mr. Alligood said it is. He said it sets out certain restrictions, it sets out certain policies that say we're not infringing on your right to bear arms however, you're going to abide by these regulations and they're not overly oppressive and they're also making it very clear that this is all on you as an employee. He said you better know the rules, you better follow the rules, you better not step in places you're not supposed to, it is all on you. He said we're allowing you to do that, the Board is no longer exercising it's authority to say no you can't so just be aware you need to keep up with all the laws because it is 100% on you.

Commissioner Deatherage said as far as the last piece that we talked about, the one paragraph, you've got two out of five and a lot of folks didn't think enough of it to even respond. He said that almost makes me think it's a non-issue. He said we might even not include it.

Mr. Alligood said one of the responses was very detailed and had a lot of arguments to say no, you do need to know that because what if I had an employee who was carrying and they were with another crew and they took their handgun, because they were about to do something that required very close quarters so they locked it up in the truck and then

somebody else had the truck because they had to go back to the shop to get a piece of equipment. He said all of a sudden that person driving the vehicle may be in violation of the law because there's a handgun in there that's not theirs. He said their point was you really do kind of need to know who it is, although we say in the policy it's confidential, and I can tell you, or it's my anticipation that whether we have it in the policy or not the majority of people who are carrying, you're going to know whether they are or not. He said I just think you will.

Commissioner Deatherage said you're going to see it.

Mr. Alligood said well no, you're not supposed to see it, it's concealed. He said that's not the case. He said I just think most folks will kind of know because they'll let it slip but this formalizes letting us know. He said again, it doesn't matter to me one way or another. He said it doesn't change the calculus of how I'm going to deal with an employee. He said so it doesn't matter to me. He said the two department heads that said yes, I want to know that were clear and made arguments why they wanted to know that. He said the two who said I don't want to know because it doesn't change anything for me, and I don't want anything to do with it. He said they've got to abide by the rules, and I don't want to know and the other one said however it is. He said I don't know if you want to speak to the thought about whether that's something we ought to know, that's probably something we don't want to know.

Chairman Waters said here again, because that's beyond the personnel policy why don't we do the resolution, vote that up or down, we've already got a motion. He said any other discussion as it relates to the resolution only.

No one spoke.

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

Chairman Waters said now we're going to move to the personnel policy.

Commissioner Richardson said this is the personnel policy without the notification part.

Chairman Waters said that's right, we'll take that as a separate discussion.

Motion: Commissioner Deatherage motioned to approve the changes to the personnel policy to allow concealed carry. Commissioner Richardson seconded.

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

Chairman Waters said now we're going to discuss whether to add this paragraph on 276 to the personnel policy. He said that's for us to make that decision.

Commissioner Richardson said I agree with the Manager, I'm sort of sorry you brought it up. He said because it's a plus or minus thing I can see situations where supervisors need to know because I can see somebody getting hurt on the job, I can see a situation where if a supervisor knew about it, it would go a whole lot different than if he didn't know about it. He said on the other hand it's the kind of thing that as a supervisor, having been a supervisor, I would probably want to know because I could protect my employee and my employees better should a situation arise because I wouldn't

want that to become a real surprise. He said also an employee may come in one morning acting irrationally and you're saying oh my Gosh, I know the guy's, maybe I better do a little something here so yeah, I think I would vote for it to be turned in.

Chairman Waters said I like the idea of the supervisor knowing it and stopping there. He said put it in the personnel file and the supervisor knows it. He said I don't think it's necessary to go one more step and notify the manager.

Commissioner Richardson said I think you've got to notify the manager. He said if the supervisor knows about it, I think the Manager should know about it.

Commissioner Booth said if I was the manager I would want to know before I fire someone.

Chairman Waters said he's already stated he can't use that in making a personnel decision.

Commissioner Richardson said if the supervisor knows the manager needs to know.

Commissioner Deatherage said I'll go with the consensus. He said the only thing I was concerned about was additional liability for the County for us knowing too much for something they have a right to do.

Motion: Commissioner Richardson motioned to approve notifying the supervisor and manager when an employee intends to carry a concealed firearm. Chairman Waters seconded.

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

Chairman Waters said do we have to do anything on this last one Mr. Alligood.

Mr. Alligood said yes sir, you definitely have to do this, do that little tweak in the personnel policy to allow it.

Motion: Commissioner Richardson motioned to make the changes to the personnel policy. Commissioner Walker seconded.

Commissioner Booth said who is going to enforce this policy.

Mr. Alligood said it would be under the personnel policy so it would be a supervisor's responsibility to do that and to take appropriate disciplinary action if there was a violation of that policy.

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

Mr. Alligood said if you will give us just a little bit of time to get all of the paperwork together and get everything in and get folks notified. He said can we set a date for this to be effective. He said give us a week or two to get everything straight, get the process right, get everything printed up and out to everybody so we can get it signed and back in.

Commissioner Richardson said April 1st.

Mr. Alligood said that would be great.

Motion: Commissioner Richardson motioned to make all policies effective April 1, 2021. Commissioner Walker seconded.

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

See Addendum 14

Livestreaming Meetings Update

Commissioner Walker said I kind of got filled in tonight a little bit. He said I think we're a box away from actual livestream. He said tonight is not being livestreamed. He said my other question was, and since RiverStreet's here it's a great time to ask, would you have the ability to receive our livestream signal and put it on whatever channel live.

Mr. Coltrain said it could be worked out. He said we have a public service channel now that takes a delayed format so most likely we would just investigate what technology would be needed to incorporate it.

Commissioner Walker said I'm understanding that this is going to be put out to all of the social media abilities, supposedly.

Mr. Alligood said for the first question, we are almost there. He said there was some work done today by Auburn AV to where they were able to get into the box, the streaming box that's there, get it configured and get it right. He said Ms. Johnson just needs to do something on our internal network so that it can, it was being blocked and it needs to get out to our internet to be able to get to our Vimeo account. He said that will happen in a couple days so we should be set by the next meeting to be able to do that. He said we had a conversation with the City about pugging through directly to their public access channel and feeding it out directly into that.

Commissioner Walker said I think you could get it directly off Vimeo, that would be the answer you would need so that would be great.

Commissioner Richardson said is this going to end up on channel 9 somehow. He said if you're livestreaming you ought to be able to send it over a wire to them.

Commissioner Walker said they would have the same issues RiverStreet is going to have but who do you talk to, to get them to do it. He said that would be the question.

Commissioner Rebholz said are you talking about Suddenlink.

Commissioner Walker said yes. He said well you said channel 9 but it's channel 5, that's the Suddenlink. He said channel 9 we're going to take care of with the City.

Commissioner Richardson said okay, I got my channels reversed. He said we need to find out who we need to talk to at Suddenlink. He said how do we do that. He said they ought to be willing to talk since we've written a letter to the attorney general to have them investigated. He said they ought to be anxious to provide some service. He said we'll just have to ask around and see what we can find.

Commissioner Rebholz said I've got the name of the regional governmental affairs person for Suddenlink that we could probably talk to. He said but, also keep this in mind as we move forward, people are flying away from cable and doing livestreaming and that's not going to be available. He said if you sign up with AT&T right now, which I just did two weeks ago you're not going to get this.

Commissioner Walker said yes you can because you just go to Vimeo and watch it and bring it in that way.

Chairman Waters said we're getting way late, and we still have some other items. He said we're close to having livestreaming.

Brenda Hamilton Investigation

Commissioner Richardson said this is the Brenda Hamilton item and I don't know if the Manager, have you received an email in the last few days. He said about a week ago you got one, did you not. He said I heard from the lady at the University of Florida about a week ago and she had intended to have this thing complete by this meeting but the reason that was given was, she's in Gainesville Florida but the reason she gave was that it had been so wet in the research triangle that she had not been able to finish this so I don't know what the deal is, whether they're using computer services up there or what but she thought she would be complete by the 10th or the 12th of March so by the next meeting we should have something. He said I'll try to remember to forward you that email. He said I thought you got a copy of it but that's where we are with that. He said she still has some interesting information but she has to prove it and find, from my understanding, from what she sent me, is finding DNA in enough places and she had found some in some unusual places that might apply to this and again, she'll be able to give us something definitive when she finishes this work. He said she doesn't have enough good samples.

Chairman Waters said once that information is available to us can we push that out to the family to one of, at least one of the daughters.

Mr. Alligood said we can. He said keeping the Sheriff's Office in the loop and how they've been dealing with the family and that piece.

Commissioner Richardson said we can give it to the Sheriff's Office and let them contact the family.

Mr. Alligood said right, I don't want to step over anything and push something to fast. He said I want things to run the way they should.

Chairman Waters said I think you're already aware of this, but Mr. Hamilton passed away, but he does have a daughter who's local.

Chief Deputy Rose said we have been and we're still in contact with family and we've been giving updates all along. He said pretty much the only thing we've told them that we probably wouldn't give them was photographs of the scene and that remains to be the case but anything else we will give them.

Jail Door Report

Commissioner Richardson said I'll ask the question are there any problems with the jail doors, are they still operating properly and we're still having repairs made to the jail doors. He said I know Ms. Smith said they still had a few things to do the last time she was here.

Chief Deputy Rose said I think, you know, from now until forever we're going to have issues that are going to come up. He said when something does come up, we send an email to the County maintenance and to our vendor and then it's taken care of.

Commissioner Richardson said but we don't have any problems at the moment do we.

Chief Deputy Rose said I'm sure we do. He said you know, it's like plumbing, you don't have a problem and then you have a problem and then you don't have a problem. He said if anything comes up, we're notifying and then we're keeping up on it.

Commissioner Richardson said nothing major though.

Chief Deputy Rose said no sir.

County Police Force Update

Commissioner Richardson said the committee has met, there's a set of minutes that have been sent to committee members for review and basically where we are, the manager is certainly welcome to weigh in on this, he sat in in the committee meeting and where we are is planning to meet with the Gaston County Police Department and officials, whoever, in April. He said maybe the Covid thing will be dying more than it is now and we can take a trip over there. He said there are more questions to be answered. He said we invite any of the Commissioners to give us any of the questions you are concerned about or any problems you may see. He said we have a copy of the enabling legislation which pretty well outlines how they do things over there and what works over there, and we have some extensive police reports, that particular, the police in Gaston County turn out something like 112 page annual report on what they're doing and then they give them monthly reports that is very extensive also on what they're doing and how they're doing and how they're organized so we're just getting started.

Lockdown and Public Policy

Commissioner Richardson said well the lockdown is the same thing it is now. He said I'll say this, I'll probably come back next month and see what the Governor has done. He said he's easing up a little bit but I still think some County needs to bring a lawsuit to get this guy off the nut and get people back to work because we've had, the percentage of deaths in Beaufort County have all been co-morbidity deaths. He said the people that are healthy have already been proven mostly unaffected by this when they have it. He said we need to be returned to work, the school system needs to be reopened, the elderly, those of us that are elderly and have co-morbidities need to be protected, need to be in quarantine and we just need to get back to normal because this is destroying wealth every day and there's a lot of people who aren't going to be able to pay their bills if we don't get back to work. He said so I'll have more on this next month.

Beaufort County School System Budget Discussion

Commissioner Richardson said I think the only thing I want to say on this, I intended on saying more but I think it's pointless, is we're going to need a lot of detail when they give us their information on the budget because what they've given us is inadequate to do what we need to do in order to be able to analyze how much free cash they have and how much free cash they're not going to spend. He said so that concludes me unless someone else has a question.

Resolution Demanding that North Carolina Fully Open All Public Schools with Limited Virtual Learning

Commissioner Deatherage said I think it's remarkable I even have to bring this up. He said we've been, I'm piggy backing on what Commissioner Richardson just spoke about and being in lockdown and about people that are sick, people that are more susceptible to Covid than others and we're in a situation where the school system, we're finding out more and more, is at the center, the heart of our community. He said when I was going to school years ago it was football on Friday nights and basketball on Tuesday and Thursday nights and people came together, it was hard to find a seat, the community came together. He said it's not so much like that as it used to be but we're finding out more and more that when you close down a school, to any extent that it is closed, the community suffers and our community has suffered. He said I'm an employer, I have few employees but I can tell you our effectiveness has dropped considerably because I'm one of those employers that let the kid come to my office so what do you do. He said they are betwixed

and between, parents are betwixed and between. He said they need to have some kind of an understanding with the school that they can depend on. He said when they're kid can go to school, when they can be there, are they learning, whatever and right now people do not have that understanding, that co-relationship that is so important between the individual and the school system. He said I've long considered this to be a big problem and when I envisioned and conceived this resolution it was before I knew about Senate Bill 37. He said I probably wrote about two paragraphs and then I did a little research and found out that Senate Bill 37 had just passed so I said okay, there it is and in fact I changed the title to Resolution Demanding North Carolina Fully Open All Public Schools Ensuring Every Child Has Access to In-Person Education. He said I shifted some words around but basically that's what Senate Bill 37 stipulates. He said well, I kind of new, because of what's going on nationally, the understanding that some people govern from the top down rather than the bottom up, have you heard that before, grassroots governing. He said some people do it from the top down, it's almost like the central committee. He said we have that going on in America today and we see that the teacher's union have a lot of power. He said we don't have strong teacher unions in North Carolina but if they see that teacher unions have a lot of power in other areas of the country where they can, a president says we're going back to school and then the teacher's union speaks, guess what, we're not going back to school. He said right now they're talking about, at a national level, going one day a week. He said right now, in Beaufort County, they are meeting and going to school as much as they can, they're doing all they can but they're being held back because of the State guidelines and the state guidelines aren't going to change because what happened, the governor vetoed senate bill 37. He said he did it, I guess, over the weekend. He said I got the news on Beaufort County Now today and it's just been vetoed. He said so my resolution was written, not knowing that the governor had vetoed Senate Bill 37, however I kind of knew he would at some point. He said now my resolution has changed. He said Chairman Waters, you have submitted some words, my words and you have taken some words out.

Chairman Waters said it basically takes away all of the editorial stuff.

Commissioner Deatherage said the strident stuff that we all know is going on.

Chairman Waters said if you want my support when you write a resolution, I want you to get right to the point.

Commissioner Deatherage said well there's a point of getting to the point and a point where you lose all contextuality and I think that's what we might be losing if we take everything out. He said I can agree to some of the stuff, but I think the part where we talk about how we got to this point and the part about how the kids are involved, I think those should remain.

Chairman Waters said well make a motion on either your resolution or mine.

Commissioner Deatherage said nothing in between. He said no negotiation.

Motion: Commissioner Deatherage motioned to approve the resolution he presented to the Board entitled "*Resolution Demanding that North Carolina Fully Open All Public Schools with Limited Virtual Learning*" with some amendments as would be the pleasure of the Board. Commissioner Richardson seconded.

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

Motion: Chairman Waters motioned to approve the following resolution:

Resolution Demanding that North Carolina Fully Open All Public Schools, Ensuring Every Child Has Access to In-Person Education

Whereas, *the United States of America and the Great State of North Carolina have now for an approximate year been in the vicious grip of Covid-19, which has inhabited OUR Public Education, and;*

Whereas, *since the beginning of the 2020/2021 school year, most, if not all private schools and public charter schools returned back to educating children, and now, understanding that there was always, and will always be an acceptable risk to living, are primarily providing in-person education, which has proved to be a safe and effective program in doing their jobs, and;*

Whereas, *The North Carolina General Assembly has now passed Senate Bill 37, with the NC House also approving that same NC Senate Bill; however, North Carolina's Democratic Governor, Roy Cooper, has vetoed the Bill. Beaufort County's Commissioners humbly request that a super bipartisan majority override the Governor's veto of Senate Bill 37.*

Whereas, *Beaufort County's school administration is more than ready and long patiently waiting to provide more in-person learning at the option of parents and Beaufort County taxpayers that they have honorably served during this Age of Covid, but are incapable of doing so without administrative guidance as authorized from North Carolina's government, and;*

Therefore, Let It Be Resolved, *that Beaufort County's Commissioners do hereby demand that North Carolina fully opens all public schools, ensuring every child has access to in-person education.*

Commissioner Deatherage said which is my words.

Commissioner Richardson said yeah, provided you're willing to acknowledge that you plagiarized Commissioner Deatherage's resolution.

Commissioner Deatherage said that's not important. He said if you take out the contextualized part of it.

Motion Restated: Chairman Waters motioned to approve the above resolution. Commissioner Rebholz seconded.

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

Motion: Commissioner Booth motioned to adjourn. Commissioner Rebholz seconded. The Vote was unanimous.

Adjourned at 10:38 PM

Respectfully submitted to you by:

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

Addendum 1

Items for Consent

1. Budget Reallocation, Health Dept
2. Budget Amendment, Health Dept
3. Budget Amendment, DSS
4. Budget Amendment, DSS
5. Purchase Order Over $30,000, DSS
6. Reporting of Internal Transfers
7. Tax Collector Refunds Over $100
8. Tax Assessor Refunds
9. Approval of Board Minutes

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 01/27/21

FY Budget: 20/21 #30

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105167-512100	WIC Salaries		$1,000
105167-512200	WIC Salaries Overtime	$1,000	
105165-512100	Jail Health Salaries		$400
105165-512200	Jail Health Salaries Overtime	$400	
105158-512100	Health Promotions Salary		$30
105158-518100	Health Promotions FICA		$2
105158-518200	Health Promotions Retirement		$4
105158-518300	Health Promotions Hospitalization		$4
105158-518400	Health Promotions Medicare		$1
105158-518600	Health Promotions Life		$1
105158-518900	Health Promotions 401K		$1
105153-512100	Health Disaster Salary	$30	
105153-518100	Health Disaster FICA	$2	
105153-518200	Health Disaster Retirement	$4	
105153-518300	Health Disaster Hospitalization	$4	
105153-518400	Health Disaster Medicare	$1	
105153-518600	Health Disaster Life	$1	
105153-518900	Health Disaster 401K	$1	

Department Justification:

- Reallocating to cover expenditures

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head		1/27/21
Finance Officer		

14/15

	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. _____	

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 3/1/2021

FY Budget: 20/21 #33

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100400-455050	COVID-19 Insurance Revenue	$269,326	
100221-451615	COVID-19 Medicaid Revenue	$4,000	
105120-519801	Immunization Professional Services	$273,326	

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 (Feb 17, 2021 16:41 EST)	2/17/2021
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County Finance

Budget Amendment Request

Department: Social Services **Date of Request:** March 1, 2021

FY Budget: 2021

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100222.493568	Energy Assistance	$10,000	
105480.562004	Low Income Energy Assistance Program (LIEAP)	$10,000	

Department Justification:
On February 5, 2021, a Dear County Director Letter was received that notified the Director of Social Services that an additional $10,000 was reallocated to Beaufort County for the Low Income Energy Assistance Program. This increase in funding is due to reallocations from other counties where funds were not expended. We are requesting that the Social Services budget be amended to reflect an increase in the Low Income Energy Assistance Program line 105480.562004 and an increase the Energy Assistance revenue line 100222.493568. Please see the attached Funding Authorization. There are no county dollars included in the increase of these funds.

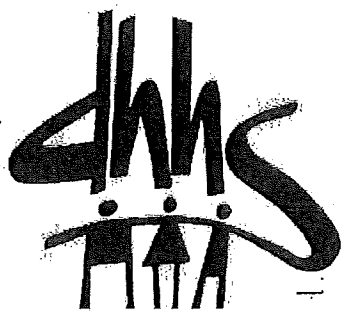
If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	Melanie Corprew	2/19/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15



DIVISION OF SOCIAL SERVICES

Low-Income Home Energy Assistance (LIEAP)

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds
EFFECTIVE DATE: 12/01/2020
AUTHORIZATION NUMBER: 2

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

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
Co. No.	COUNTY	Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	641,479.00	641,479.00	0.00	0.00	641,479.00	641,479.00
02	ALEXANDER	123,955.00	123,955.00	0.00	0.00	123,955.00	123,955.00
03	ALLEGHANY	51,776.00	51,776.00	5,000.00	5,000.00	56,776.00	56,776.00
04	ANSON	160,981.00	160,981.00	75,000.00	75,000.00	235,981.00	235,981.00
05	ASHE	121,815.00	121,815.00	20,000.00	20,000.00	141,815.00	141,815.00
06	AVERY	64,311.00	64,311.00	0.00	0.00	64,311.00	64,311.00
07	BEAUFORT	260,101.00	260,101.00	10,000.00	10,000.00	270,101.00	270,101.00
08	BERTIE	139,292.00	139,292.00	25,000.00	25,000.00	164,292.00	164,292.00
09	BLADEN	247,662.00	247,662.00	0.00	0.00	247,662.00	247,662.00
10	BRUNSWICK	413,950.00	413,950.00	35,000.00	35,000.00	448,950.00	448,950.00
11	BUNCOMBE	861,528.00	861,528.00	0.00	0.00	861,528.00	861,528.00
12	BURKE	349,827.00	349,827.00	0.00	0.00	349,827.00	349,827.00
13	CABARRUS	557,053.00	557,053.00	0.00	0.00	557,053.00	557,053.00
14	CALDWELL	363,956.00	363,956.00	0.00	0.00	363,956.00	363,956.00
15	CAMDEN	24,153.00	24,153.00	0.00	0.00	24,153.00	24,153.00
16	CARTERET	203,817.00	203,817.00	0.00	0.00	203,817.00	203,817.00
17	CASWELL	116,954.00	116,954.00	5,000.00	5,000.00	121,954.00	121,954.00
18	CATAWBA	586,619.00	586,619.00	-87,500.00	-87,500.00	499,119.00	499,119.00
19	CHATHAM	172,019.00	172,019.00	0.00	0.00	172,019.00	172,019.00
20	CHEROKEE	140,122.00	140,122.00	-28,000.00	-28,000.00	112,122.00	112,122.00
21	CHOWAN	76,677.00	76,677.00	0.00	0.00	76,677.00	76,677.00
22	CLAY	46,666.00	46,666.00	0.00	0.00	46,666.00	46,666.00
23	CLEVELAND	560,129.00	560,129.00	-35,000.00	-35,000.00	525,129.00	525,129.00
24	COLUMBUS	364,662.00	364,662.00	0.00	0.00	364,662.00	364,662.00
25	CRAVEN	403,814.00	403,814.00	0.00	0.00	403,814.00	403,814.00
26	CUMBERLAND	1,753,158.00	1,753,158.00	0.00	0.00	1,753,158.00	1,753,158.00
27	CURRITUCK	62,348.00	62,348.00	0.00	0.00	62,348.00	62,348.00
28	DARE	79,988.00	79,988.00	0.00	0.00	79,988.00	79,988.00
29	DAVIDSON	704,053.00	704,053.00	-35,000.00	-35,000.00	669,053.00	669,053.00
30	DAVIE	126,730.00	126,730.00	0.00	0.00	126,730.00	126,730.00
31	DUPLIN	290,841.00	290,841.00	0.00	0.00	290,841.00	290,841.00
32	DURHAM	1,152,408.00	1,152,408.00	0.00	0.00	1,152,408.00	1,152,408.00
33	EDGECOMBE	396,528.00	396,528.00	0.00	0.00	396,528.00	396,528.00
34	FORSYTH	1,601,308.00	1,601,308.00	0.00	0.00	1,601,308.00	1,601,308.00
35	FRANKLIN	245,764.00	245,764.00	0.00	0.00	245,764.00	245,764.00
36	GASTON	950,035.00	950,035.00	0.00	0.00	950,035.00	950,035.00
37	GATES	49,363.00	49,363.00	0.00	0.00	49,363.00	49,363.00
38	GRAHAM	41,352.00	41,352.00	0.00	0.00	41,352.00	41,352.00
39	GRANVILLE	208,050.00	208,050.00	0.00	0.00	208,050.00	208,050.00
40	GREENE	119,662.00	119,662.00	0.00	0.00	119,662.00	119,662.00
41	GUILFORD	2,376,185.00	2,376,185.00	0.00	0.00	2,376,185.00	2,376,185.00
42	HALIFAX	383,613.00	383,613.00	100,000.00	100,000.00	483,613.00	483,613.00
43	HARNETT	523,449.00	523,449.00	-17,500.00	-17,500.00	505,949.00	505,949.00
44	HAYWOOD	238,010.00	238,010.00	0.00	0.00	238,010.00	238,010.00
45	HENDERSON	303,467.00	303,467.00	0.00	0.00	303,467.00	303,467.00
46	HERTFORD	162,326.00	162,326.00	60,000.00	60,000.00	222,326.00	222,326.00
47	HOKE	272,095.00	272,095.00	0.00	0.00	272,095.00	272,095.00

Low-Income Home Energy Assistance (LIEAP) **AUTHORIZATION NUMBER: 2**

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	27,415.00	27,415.00	15,000.00	15,000.00	42,415.00	42,415.00
49	IREDELL	409,155.00	409,155.00	0.00	0.00	409,155.00	409,155.00
50	JACKSON	156,359.00	156,359.00	0.00	0.00	156,359.00	156,359.00
51	JOHNSTON	686,453.00	686,453.00	0.00	0.00	686,453.00	686,453.00
52	JONES	53,902.00	53,902.00	2,500.00	2,500.00	56,402.00	56,402.00
53	LEE	271,229.00	271,229.00	-64,574.00	-64,574.00	206,655.00	206,655.00
54	LENOIR	378,958.00	378,958.00	0.00	0.00	378,958.00	378,958.00
55	LINCOLN	257,634.00	257,634.00	0.00	0.00	257,634.00	257,634.00
56	MACON	145,356.00	145,356.00	0.00	0.00	145,356.00	145,356.00
57	MADISON	92,874.00	92,874.00	0.00	0.00	92,874.00	92,874.00
58	MARTIN	140,946.00	140,946.00	0.00	0.00	140,946.00	140,946.00
59	MCDOWELL	214,415.00	214,415.00	0.00	0.00	214,415.00	214,415.00
60	MECKLENBURG	3,481,190.00	3,481,190.00	0.00	0.00	3,481,190.00	3,481,190.00
61	MITCHELL	66,467.00	66,467.00	0.00	0.00	66,467.00	66,467.00
62	MONTGOMERY	120,203.00	120,203.00	0.00	0.00	120,203.00	120,203.00
63	MOORE	289,235.00	289,235.00	0.00	0.00	289,235.00	289,235.00
64	NASH	413,882.00	413,882.00	0.00	0.00	413,882.00	413,882.00
65	NEW HANOVER	869,811.00	869,811.00	0.00	0.00	869,811.00	869,811.00
66	NORTHAMPTON	138,101.00	138,101.00	0.00	0.00	138,101.00	138,101.00
67	ONSLOW	668,981.00	668,981.00	0.00	0.00	668,981.00	668,981.00
68	ORANGE	399,046.00	399,046.00	0.00	0.00	399,046.00	399,046.00
69	PAMLICO	54,497.00	54,497.00	0.00	0.00	54,497.00	54,497.00
70	PASQUOTANK	207,557.00	207,557.00	0.00	0.00	207,557.00	207,557.00
71	PENDER	234,830.00	234,830.00	10,000.00	10,000.00	244,830.00	244,830.00
72	PERQUIMANS	62,579.00	62,579.00	0.00	0.00	62,579.00	62,579.00
73	PERSON	181,794.00	181,794.00	-7,000.00	-7,000.00	174,794.00	174,794.00
74	PITT	1,015,678.00	1,015,678.00	0.00	0.00	1,015,678.00	1,015,678.00
75	POLK	62,944.00	62,944.00	0.00	0.00	62,944.00	62,944.00
76	RANDOLPH	569,083.00	569,083.00	0.00	0.00	569,083.00	569,083.00
77	RICHMOND	321,891.00	321,891.00	0.00	0.00	321,891.00	321,891.00
78	ROBESON	1,000,594.00	1,000,594.00	0.00	0.00	1,000,594.00	1,000,594.00
79	ROCKINGHAM	452,924.00	452,924.00	0.00	0.00	452,924.00	452,924.00
80	ROWAN	613,769.00	613,769.00	0.00	0.00	613,769.00	613,769.00
81	RUTHERFORD	345,991.00	345,991.00	-2,100.00	-2,100.00	343,891.00	343,891.00
82	SAMPSON	371,669.00	371,669.00	195,000.00	195,000.00	566,669.00	566,669.00
83	SCOTLAND	270,038.00	270,038.00	0.00	0.00	270,038.00	270,038.00
84	STANLY	227,121.00	227,121.00	13,711.00	13,711.00	240,832.00	240,832.00
85	STOKES	158,059.00	158,059.00	0.00	0.00	158,059.00	158,059.00
86	SURRY	333,893.00	333,893.00	0.00	0.00	333,893.00	333,893.00
87	SWAIN	58,381.00	58,381.00	0.00	0.00	58,381.00	58,381.00
88	TRANSYLVANIA	118,166.00	118,166.00	0.00	0.00	118,166.00	118,166.00
89	TYRRELL	24,326.00	24,326.00	0.00	0.00	24,326.00	24,326.00
90	UNION	485,737.00	485,737.00	-70,000.00	-70,000.00	415,737.00	415,737.00
91	VANCE	348,266.00	348,266.00	0.00	0.00	348,266.00	348,266.00
92	WAKE	2,277,138.00	2,277,138.00	-213,214.00	-213,214.00	2,063,924.00	2,063,924.00
93	WARREN	120,156.00	120,156.00	15,000.00	15,000.00	135,156.00	135,156.00
94	WASHINGTON	81,581.00	81,581.00	70,000.00	70,000.00	151,581.00	151,581.00
95	WATAUGA	191,545.00	191,545.00	-48,823.00	-48,823.00	142,722.00	142,722.00
96	WAYNE	688,142.00	688,142.00	0.00	0.00	688,142.00	688,142.00
97	WILKES	349,151.00	349,151.00	0.00	0.00	349,151.00	349,151.00
98	WILSON	475,542.00	475,542.00	-52,500.00	-52,500.00	423,042.00	423,042.00
99	YADKIN	131,684.00	131,684.00	0.00	0.00	131,684.00	131,684.00
100	YANCEY	88,249.00	88,249.00	5,000.00	5,000.00	93,249.00	93,249.00
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	$ 40,298,638.00	$ 40,298,638.00	$ -	$ -	$ 40,298,638.00	$ 40,298,638.00

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 2

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: G20B1NCLIEA & G21B1NCLIEA
Award Date: FFY 2020 & 2021
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law.

These funds cannot be spent until after December 1, 2020.

XS411 Heading: LIHEAP
Tracked on XS411: Federal Share 100%

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

AUTHORIZED SIGNATURE

DATE:

February 2, 2021

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** March 1, 2021

FY Budget: 2020-2021

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100222.493568	Energy Assistance	$972	
105480.562002	Duke Progress Energy	$972	

Department Justification:
On January 27, 2021 and February 19, 2021, DSS received notification that additional funds have been allocated to Beaufort County for the Duke Progress Energy Assistance Program. Beaufort County received an additional $448 on January 27th and an additional $524 on February 19th. 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.

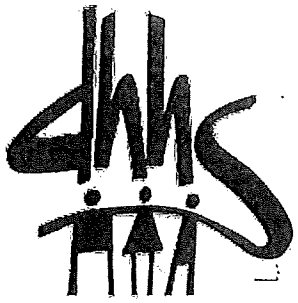
If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	Melanie Cogdell	2/19/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15



FUNDING AUTHORIZATION
DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund
EFFECTIVE DATE: 07/01/2020
AUTHORIZATION NUMBER: 8

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	5,691.86	5,691.86	251.84	251.84	5,943.70	5,943.70
05	ASHE	0.00	0.00	0.00	0.00	0.00	0.00
06	AVERY	114.72	114.72	14.00	14.00	128.72	128.72
07	BEAUFORT	10,073.14	10,073.14	448.00	448.00	10,521.14	10,521.14
08	BERTIE	0.00	0.00	0.00	0.00	0.00	0.00
09	BLADEN	7,665.33	7,665.33	524.00	524.00	8,189.33	8,189.33
10	BRUNSWICK	14,282.51	14,282.51	1,535.68	1,535.68	15,818.19	15,818.19
11	BUNCOMBE	23,832.84	23,832.84	3,546.52	3,546.52	27,379.36	27,379.36
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	8,158.90	8,158.90	777.34	777.34	8,936.24	8,936.24
17	CASWELL	6,567.72	6,567.72	450.00	450.00	7,017.72	7,017.72
18	CATAWBA	0.00	0.00	0.00	0.00	0.00	0.00
19	CHATHAM	8,607.21	8,607.21	1,104.72	1,104.72	9,711.93	9,711.93
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	9,809.29	9,809.29	433.48	433.48	10,242.77	10,242.77
25	CRAVEN	5,264.38	5,264.38	667.80	667.80	5,932.18	5,932.18
26	CUMBERLAND	7,926.36	7,926.36	907.68	907.68	8,834.04	8,834.04
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	5,115.20	5,115.20	334.36	334.36	5,449.56	5,449.56
32	DURHAM	2,898.79	2,898.79	140.00	140.00	3,038.79	3,038.79
33	EDGECOMBE	5,719.11	5,719.11	332.00	332.00	6,051.11	6,051.11
34	FORSYTH	63.36	63.36	0.00	0.00	63.36	63.36
35	FRANKLIN	6,543.62	6,543.62	596.00	596.00	7,139.62	7,139.62
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	5,649.90	5,649.90	428.00	428.00	6,077.90	6,077.90
40	GREENE	3,376.00	3,376.00	168.00	168.00	3,544.00	3,544.00
41	GUILFORD	0.00	0.00	0.00	0.00	0.00	0.00
42	HALIFAX	3,505.00	3,505.00	226.00	226.00	3,731.00	3,731.00
43	HARNETT	5,251.76	5,251.76	537.32	537.32	5,789.08	5,789.08
44	HAYWOOD	5,624.31	5,624.31	642.34	642.34	6,266.65	6,266.65
45	HENDERSON	4,785.66	4,785.66	266.00	266.00	5,051.66	5,051.66
46	HERTFORD	0.00	0.00	0.00	0.00	0.00	0.00
47	HOKE	3,564.86	3,564.86	240.00	240.00	3,804.86	3,804.86

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	1,931.00	1,931.00	60.00	60.00	1,991.00	1,991.00
51	JOHNSTON	11,582.44	11,582.44	1,181.60	1,181.60	12,764.04	12,764.04
52	JONES	4,329.87	4,329.87	198.00	198.00	4,527.87	4,527.87
53	LEE	2,702.00	2,702.00	470.00	470.00	3,172.00	3,172.00
54	LENOIR	5,121.35	5,121.35	276.00	276.00	5,397.35	5,397.35
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	14,504.17	14,504.17	160.00	160.00	14,664.17	14,664.17
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	4,653.15	4,653.15	269.72	269.72	4,922.87	4,922.87
62	MONTGOMERY	4,324.10	4,324.10	260.52	260.52	4,584.62	4,584.62
63	MOORE	14,449.31	14,449.31	1,925.24	1,925.24	16,374.55	16,374.55
64	NASH	3,436.00	3,436.00	356.00	356.00	3,792.00	3,792.00
65	NEW HANOVER	24,095.71	24,095.71	2,881.32	2,881.32	26,977.03	26,977.03
66	NORTHAMPTON	0.00	0.00	0.00	0.00	0.00	0.00
67	ONSLOW	9,539.25	9,539.25	611.92	611.92	10,151.17	10,151.17
68	ORANGE	140.00	140.00	50.00	50.00	190.00	190.00
69	PAMLICO	5,746.03	5,746.03	254.00	254.00	6,000.03	6,000.03
70	PASQUOTANK	0.00	0.00	0.00	0.00	0.00	0.00
71	PENDER	4,577.68	4,577.68	364.06	364.06	4,941.74	4,941.74
72	PERQUIMANS	0.00	0.00	0.00	0.00	0.00	0.00
73	PERSON	12,334.98	12,334.98	864.28	864.28	13,199.26	13,199.26
74	PITT	3,035.00	3,035.00	182.00	182.00	3,217.00	3,217.00
75	POLK	0.00	0.00	0.00	0.00	0.00	0.00
76	RANDOLPH	4,094.58	4,094.58	822.68	822.68	4,917.26	4,917.26
77	RICHMOND	5,704.02	5,704.02	904.12	904.12	6,608.14	6,608.14
78	ROBESON	6,260.67	6,260.67	380.80	380.80	6,641.47	6,641.47
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	4,541.36	4,541.36	342.00	342.00	4,883.36	4,883.36
83	SCOTLAND	4,297.00	4,297.00	240.00	240.00	4,537.00	4,537.00
84	STANLY	3,982.25	3,982.25	2.00	2.00	3,984.25	3,984.25
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	3,219.70	3,219.70	242.08	242.08	3,461.78	3,461.78
92	WAKE	106,074.87	106,074.87	15,461.76	15,461.76	121,536.63	121,536.63
93	WARREN	6,906.78	6,906.78	589.32	589.32	7,496.10	7,496.10
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	7,784.05	7,784.05	926.00	926.00	8,710.05	8,710.05
97	WILKES	0.00	0.00	0.00	0.00	0.00	0.00
98	WILSON	6,959.68	6,959.68	191.00	191.00	7,150.68	7,150.68
99	YADKIN	0.00	0.00	0.00	0.00	0.00	0.00
100	YANCEY	1,483.00	1,483.00	4.00	4.00	1,487.00	1,487.00
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	448,144.83	448,144.83	45,041.50	45,041.50	493,186.33	493,186.33

FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund

FUNDING SOURCE: Progress Energy

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

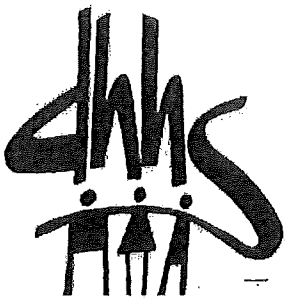
XS411 Heading: Energy Neighbor
Tracked on XS411: State Share 100%

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:

February 19, 2021



FUNDING AUTHORIZATION
DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund
EFFECTIVE DATE: 07/01/2020
AUTHORIZATION NUMBER: 9

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	5,943.70	5,943.70	341.84	341.84	6,285.54	6,285.54
05	ASHE	0.00	0.00	0.00	0.00	0.00	0.00
06	AVERY	128.72	128.72	14.00	14.00	142.72	142.72
07	BEAUFORT	10,521.14	10,521.14	524.00	524.00	11,045.14	11,045.14
08	BERTIE	0.00	0.00	0.00	0.00	0.00	0.00
09	BLADEN	8,189.33	8,189.33	562.00	562.00	8,751.33	8,751.33
10	BRUNSWICK	15,818.19	15,818.19	1,746.92	1,746.92	17,565.11	17,565.11
11	BUNCOMBE	27,379.36	27,379.36	5,814.48	5,814.48	33,193.84	33,193.84
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	8,936.24	8,936.24	891.34	891.34	9,827.58	9,827.58
17	CASWELL	7,017.72	7,017.72	450.00	450.00	7,467.72	7,467.72
18	CATAWBA	0.00	0.00	0.00	0.00	0.00	0.00
19	CHATHAM	9,711.93	9,711.93	2,562.00	2,562.00	12,273.93	12,273.93
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	10,242.77	10,242.77	735.48	735.48	10,978.25	10,978.25
25	CRAVEN	5,932.18	5,932.18	550.16	550.16	6,482.34	6,482.34
26	CUMBERLAND	8,834.04	8,834.04	1,281.68	1,281.68	10,115.72	10,115.72
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	5,449.56	5,449.56	391.64	391.64	5,841.20	5,841.20
32	DURHAM	3,038.79	3,038.79	82.00	82.00	3,120.79	3,120.79
33	EDGECOMBE	6,051.11	6,051.11	428.00	428.00	6,479.11	6,479.11
34	FORSYTH	63.36	63.36	0.00	0.00	63.36	63.36
35	FRANKLIN	7,139.62	7,139.62	904.00	904.00	8,043.62	8,043.62
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	6,077.90	6,077.90	766.00	766.00	6,843.90	6,843.90
40	GREENE	3,544.00	3,544.00	207.80	207.80	3,751.80	3,751.80
41	GUILFORD	0.00	0.00	0.00	0.00	0.00	0.00
42	HALIFAX	3,731.00	3,731.00	324.00	324.00	4,055.00	4,055.00
43	HARNETT	5,789.08	5,789.08	714.82	714.82	6,503.90	6,503.90
44	HAYWOOD	6,266.65	6,266.65	1,263.18	1,263.18	7,529.83	7,529.83
45	HENDERSON	5,051.66	5,051.66	296.00	296.00	5,347.66	5,347.66
46	HERTFORD	0.00	0.00	0.00	0.00	0.00	0.00
47	HOKE	3,804.86	3,804.86	234.00	234.00	4,038.86	4,038.86

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	1,991.00	1,991.00	38.00	38.00	2,029.00	2,029.00
51	JOHNSTON	12,764.04	12,764.04	2,417.60	2,417.60	15,181.64	15,181.64
52	JONES	4,527.87	4,527.87	180.00	180.00	4,707.87	4,707.87
53	LEE	3,172.00	3,172.00	1,382.70	1,382.70	4,554.70	4,554.70
54	LENOIR	5,397.35	5,397.35	324.00	324.00	5,721.35	5,721.35
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	14,664.17	14,664.17	162.00	162.00	14,826.17	14,826.17
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	4,922.87	4,922.87	259.72	259.72	5,182.59	5,182.59
62	MONTGOMERY	4,584.62	4,584.62	260.52	260.52	4,845.14	4,845.14
63	MOORE	16,374.55	16,374.55	2,074.18	2,074.18	18,448.73	18,448.73
64	NASH	3,792.00	3,792.00	644.00	644.00	4,436.00	4,436.00
65	NEW HANOVER	26,977.03	26,977.03	3,959.70	3,959.70	30,936.73	30,936.73
66	NORTHAMPTON	0.00	0.00	0.00	0.00	0.00	0.00
67	ONSLOW	10,151.17	10,151.17	617.92	617.92	10,769.09	10,769.09
68	ORANGE	190.00	190.00	0.00	0.00	190.00	190.00
69	PAMLICO	6,000.03	6,000.03	312.00	312.00	6,312.03	6,312.03
70	PASQUOTANK	0.00	0.00	0.00	0.00	0.00	0.00
71	PENDER	4,941.74	4,941.74	640.00	640.00	5,581.74	5,581.74
72	PERQUIMANS	0.00	0.00	0.00	0.00	0.00	0.00
73	PERSON	13,199.26	13,199.26	904.72	904.72	14,103.98	14,103.98
74	PITT	3,217.00	3,217.00	158.00	158.00	3,375.00	3,375.00
75	POLK	0.00	0.00	0.00	0.00	0.00	0.00
76	RANDOLPH	4,917.26	4,917.26	1,402.68	1,402.68	6,319.94	6,319.94
77	RICHMOND	6,608.14	6,608.14	579.38	579.38	7,187.52	7,187.52
78	ROBESON	6,641.47	6,641.47	315.56	315.56	6,957.03	6,957.03
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	4,883.36	4,883.36	570.14	570.14	5,453.50	5,453.50
83	SCOTLAND	4,537.00	4,537.00	218.00	218.00	4,755.00	4,755.00
84	STANLY	3,984.25	3,984.25	2.00	2.00	3,986.25	3,986.25
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	3,461.78	3,461.78	1,064.08	1,064.08	4,525.86	4,525.86
92	WAKE	121,536.63	121,536.63	19,262.52	19,262.52	140,799.15	140,799.15
93	WARREN	7,496.10	7,496.10	639.32	639.32	8,135.42	8,135.42
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	8,710.05	8,710.05	1,198.78	1,198.78	9,908.83	9,908.83
97	WILKES	0.00	0.00	0.00	0.00	0.00	0.00
98	WILSON	7,150.68	7,150.68	191.00	191.00	7,341.68	7,341.68
99	YADKIN	0.00	0.00	0.00	0.00	0.00	0.00
100	YANCEY	1,487.00	1,487.00	0.00	0.00	1,487.00	1,487.00
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	493,186.33	493,186.33	60,863.86	60,863.86	554,050.19	554,050.19

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:

February 8, 2021

Purchase Order

Fiscal Year 2021 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20210653-00

Delivery must be made within doors of specified destination.

BILL TO
Beaufort County
Finance Office
121 W. 3rd Street
Washington, NC 27889
Phone: (252) 946-0079
Fax: (252) 946-7722

VENDOR
BEAUFORT CO. HOSPITAL
628 E. 12TH STREET
WASHINGTON NC 27889-3409

SHIP TO
632 West 5th Street
Social Services
Washington NC 27889

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		680	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/25/2021	490			SOCIAL SERVICES-ADMINISTRATION

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	Meals for Home Delivered Meals The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Meals for HDM	20948.0	EACH	$5.250	$109,977.00
	******** GL SUMMARY ******** ***10 -5330-522000*** ***109,977.00***				

This instrument has been preaudited in the manner required by the local government budget and Fiscal Control Act.

VENDOR COPY

By Hallie d gones
Purchasing Agent

By Rita C. Radcliffe
Finance Officer

Beaufort County is NOT exempt from paying sales tax. All invoices must include sales tax as applicable.

Total Ext. Price	$109,977.00
PO Total	**$109,977.00**

Purchase Order

Fiscal Year 2021 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20210654-00

Delivery must be made within doors of specified destination.

BILL TO

Beaufort County
Finance Office
121 W. 3rd Street
Washington, NC 27889
Phone: (252) 946-0079
Fax: (252) 946-7722

VENDOR

TRUMPS RESTAURANT INC
PO BOX 1168
84 HWY 64W
PLYMOUTH NC 27962

SHIP TO

632 West 5th Street
Social Services
Washington NC 27889

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		679	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/25/2021	28170			SOCIAL SERVICES-ADMINISTRATION

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	Meals for Home Delivered Meals The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Meals for HDM	7900.0	EACH	$4.900	$38,710.00
2	Meals for HDM	4082.0	EACH	$4.900	$20,001.80
	******** GL SUMMARY ********				
	10 -5310-526551	***38,710.00***			
	10 -5330-522000	***20,001.80***			

This instrument has been preaudited in the manner required by the local government budget and Fiscal Control Act.

By Hallie H Jones
Purchasing Agent

By Rita C. Radcliffe
Finance Officer

VENDOR COPY

Beaufort County Is NOT exempt from paying sales tax.
All Invoices must include sales tax as applicable.

Total Ext. Price	$58,711.80
PO Total	**$58,711.80**

#217

Beaufort County Finance

JBB 12/15/2020

Budget Amendment Request

Department: Sheriff's Office **Date of Request:** 12/12/2020

FY Budget: 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
294325-519500	Implemental Functions		$500.00
294325-538000	Software & Support	$500.00	

Department Justification:

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	A. Ross	12/13/20
Finance Officer	A. Radcliffe	12/15/20
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for transfers between Personal Services, Operating & Capital account	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

#33

POSTED 2/3/2021

Beaufort County Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 02/01/2021

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-4135-519010	FLSA LAW IMPACT		3,885
10-5820-540000	EQUIPMENT PURCHASE	3,885	

Department Justification: To provide funds for Veteran's Affairs Officer laptop and accessories.

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	A. Radcliffe	2/4/21
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers. Susan Murray	2/8/21
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

#134

Beaufort County Finance

SCANNED

12/10/2020 Budget Amendment Request

Department: Health **Date of Request:** 12/03/2020

FY Budget: 20/21 #20

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
104135-551000	Capital Outlay Equipment	$8,480	
105110-518700	Workers Compensation		$6,645
105110-531000	Professional Development		$1,835

Department Justification:

- Upgrade Phone System

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 3, 2020 09:15 EST)	12/3/2020
Finance Officer	A. Radcliffe	12/10/20
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers. Brian Automard	12/14/20
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

BLTPREG 816671	575967	12/01/2020	C9BEATB	0000010383-2020-2020-0000-00	REI	$218.73	$218.73	No		
Overpayment p.v# 6607-92-6626								BLTPREG		
WOOLARD, WAYLAND STEVE 100 BLUEBIRD LN WASHINGTON BEAUFORT NC 27889										
☐	true BLTPREG 817141	576013	12/03/2020	C9BEATB	0000046464-2020-2020-0000-00	REI	$300.00	$300.00	No	
Overpayment p.v# 6613-04-2657								BLTPREG		
GUHA LIVING TRUST 110 FORECASTLE CT WASHINGTON BEAUFORT NC 27889										
	true BLTPREG 820804	576180	12/22/2020	FPITTMAN	0000047866-2020-2020-0000-00	BUS	$2,515.31	$957.39	No	
Overpayment Business per								BLTPREG		
RYAN TAX COMPLIANCE SERVICES LLC 16220 NORTH SCOTTSDALE ROAD SUITE 450 SCOTTSDALE AZ 85254										
☐	true BLTPREG 820117	576166	12/21/2020	AHEATH	0000032793-2020-2020-0000-00	REI	$7,399.39	$145.20	No	
Overpayments p.v# 6653-10-7544								BLTPREG		
CHESSON, J H P O BOX 258 BATH BEAUFORT NC 27808										
823087	576227	12/30/2020	FPITTMAN	0000045975-2020-2020-0000-00	BUS	$25,314.28	$1,911.05	No		
Overpayments. Business per								BLTPREG		
TRANSITIONS OF EASTERN CAROLINA LLC 230 EAST 8TH STREEY WASHINGTON NC 27889										

☐	true BLTPREG 823055	576227	12/30/2020	FPITTMAN	0000029458-2020-2020-0000-00	REI	$1,152.02	$164.69	No	

Overpayment P.N# 5679-53-1002 BLTPREG

GAUTIER, HILDA H 6268 US HWY 17 N WASHINGTON BEAUFORT NC 27889

true BLTPREG 829495	576402	01/15/2021	0009525371-2020-2020-0000-00	IND	$396.36	$396.36	No		

Overpayment P.N# N/A personal property BLTPREG

KARANIAN, RICHARD HAMLIN 106 SANDPIPER BAY WASHINGTON NC 27889-8801

BLTPREG 823633	576237	12/30/2020	0000031988-2020-2020-0000-00	REI	$3,864.56	$1,178.14	No	

Overpayment P.N# 5685-55-0156 BLTPREG

BRADY, SCOTT 301 RIVER ROAD WASHINGTON BEAUFORT NC 27889

BLTPREG 823591	576237	12/30/2020	0000022098-2020-2020-0000-00	REI	$2,097.05	$2,010.78	No	

Overpayment P.N# 7609-65-4435 BLTPREG

ALLEN, LEAMON H III 475 INDIAN RUN ROAD PANTEGO BEAUFORT NC 27860

MCKENZIE, BENJAMIN 909 MONTICELLO STREET GREENSBORO, NC 27410									
☐	true BLTPREG 825306	576274	01/04/2021	0000038324-2020-2020-0000-00	REI	$1,538.48	$541.64		
Overpayment 567596-3522.032									BLTPREG
MCKENZIE, BENJAMIN W III 909 MONTICELLO STREET GREENSBORO BEAUFORT NC 27410									
☐	true BLTPREG 825254	576274	01/04/2021	0000013343-2020-2020-0000-00	REI	$999.59	$999.59		
Overpayment P.N# 5667-74-6396									BLTPREG
RYAN, JEANETTE EVERETT 310 MAPLE STREET WASHINGTON BEAUFORT NC 27889									
☐	true BLTPREG 825236	576274	01/04/2021	0000034584-2020-2020-0000-00	REI	$122.30	$122.30		
Overpayment P.N# 6601-18-3356									BLTPREG
FOREMAN, JOYCE ANNE 716 CEDAR RIDGE DR WINTERVILLE BEAUFORT NC 28590									
~~BLTPREG 829495~~	~~576402~~	~~01/15/2021~~	~~0009525371-2020-2020-0000-00~~	~~IND~~	~~$396.36~~	~~$396.36~~			
~~Overpayment~~									BLTPREG
~~KARANIAN, RICHARD HAMLIN 106 SANDPIPER BAY WASHINGTON NC 27889-8801~~									

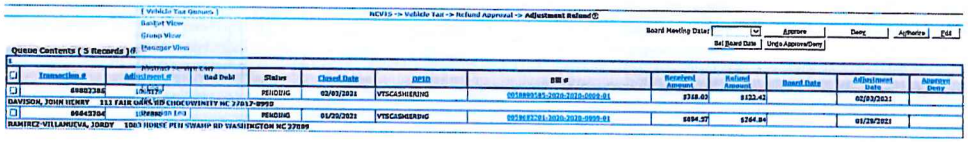
NCVTS -> Vehicle Tax -> Refund Approval -> Proration Refund(2)

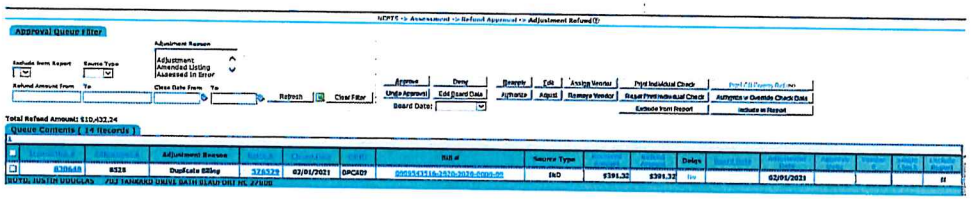
Queue Contents (11 Records) :

Authorize | Exit

1

	Transaction #	Bad Debt	Status	Closed Date	OPID	Bill #	Received Amount	Refund Amount
	70094013		PENDING	02/16/2021	VTSCASHIERING	0055971000:2020:2020:0000:00	$310.03	$310.03
LARSITER, DE'SHON ANDRE 224 N HARVEY ST WASHINGTON NC 27889								
	70094377		PENDING	02/16/2021	VTSCASHIERING	0048881349:2020:2020:0000:00	$233.06	$194.37
JONES, MICHAEL ELIAS 123 CHESTERFIELD DR WASHINGTON NC 27889-9452								
	69967185		PENDING	02/10/2021	VTSCASHIERING	0047778127:2019:2019:0000:00	$233.91	$511.79
WHITFORD, CHRISTOPHER RYAN PO BOX 1823 WASHINGTON NC 27889-1822								
	69819434		PENDING	01/28/2021	VTSCASHIERING	0052210012:2019:2019:0000:00	$807.35	$233.37
COX BUILDERS INC PO BOX 1389 WASHINGTON NC 27889-1389								


[Vehicle Tax Queues]
Basket View
Group View
Manager View
NCVIS -> Vehicle Tax -> Refund Approval -> Adjustment Refund
Board Meeting Date:
Approve
Deny
Authorize
Exit
Set Board Date
Undo Approve/Deny
Queue Contents (5 Records)
Transaction #
Adjustment #
Bad Debt
Status
Closed Date
OPEN
Bill #
Received Amount
Refund Amount
Board Date
Adjustment Date
Approve Deny
PENDING
02/03/2021
VTSCASHIERING
$248.83
$122.42
02/03/2021
DAVISON, JOHN HENRY 111 FAIR GREVED CHOCOWINITY NC 27817-8959
PENDING
01/29/2021
VTSCASHIERING
$694.57
$264.84
01/29/2021
RAMIREZ-VILLANUEVA, JORDY 1063 HORSE PEN SWAMP RD WASHINGTON NC 27889


NCPTS -> Assessment -> Refund Approval -> Adjustment Refund (T)
Approval Queue Filter
Exclude Item Report
Source Type
Adjustment Reason
Adjustment
Amended Listing
Assessed in Error
Refund Amount From
To
Close Date From
To
Refresh
Clear Filter
Approve
Deny
Reopen
Edit
Assign Vendor
Print Individual Check
Print All Pending Refunds
Undo Approval
Edit Board Data
Authorize
Adjust
Remove Vendor
Reset Printed Individual Check
Authorize or Override Check Date
Board Date:
Exclude from Report
Include in Report
Total Refund Amount: $10,432.24
Queue Contents [14 Records]
Adjustment Reason
Bill #
Source Type
Delete
02/01/2021
$391.32
$391.32
02/01/2021
DuplicateBillng
576329
02/01/2021
DPCAD7
9005543516-2020-2020-000-00
tbD
tbr
8528
8538648
BUYER: JUSTIN DOUGLAS 702 TANNARD DRIVE BATH BEAUFORT NC 27808

Addendum 2

Petition to Name a Road – Francis Magnolia Lane

Beaufort County, NC

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beaufortnc.agdmaps.com

N

30 m
100 ft

Feb/09/2021
Scale 1:1528

GPIN : 5642-22-4814
GPINLONG : 5642-22-4814
NAME1 : DIAZ CARMELLA RAMIREZ
NAME2 :
ADDR1 : PO BOX 757
CITY : CHOCOWINITY
STATE : NC
ADDR2 :
ZIP : 27817
PROP_DESC : (1.18 AC) B T EDWARDS

LAND_VAL : 9062
BLDG_VAL : 0
TOT_VAL : 9062
TAXABLE_VA : 9062
DEFR_VAL : 0
PREV_ASSES : 9062
ACRES : 1.18
PROP_ADDR : SR 1154
TOWNSHIP : 12
MBL : 56420015
PIN_1 : 15002325

DATE : 12/17/2020
DB_PG : 2046/00839
STAMPS : 20.00
SALE_PRICE : 10000.00
REID1 : 19461

DocuSign Envelope ID: 7287ED48-A3CD-4D7A-8F09-14F42719F888

Petition to Name a Private Road

In an effort to name an unnamed road, the purpose of this petition is to request the support and approval of the Beaufort County Board of Commissioners to name the road. The approximate location of the private road is illustrated on the attached map. As required by Beaufort County's E911 Ordinance, three (3) proposed names for the road have been provided. The proposed names are listed below in order of preference. The petitioner understands that once the road is named the name cannot be changed for a period of at least ten (10) years. We the petitioners understand that road signs for private roads must be paid for by the petitioners.

Proposed Road Names

1. Frances Magnolia LN
2. TORI Drive
3. Victoria Court

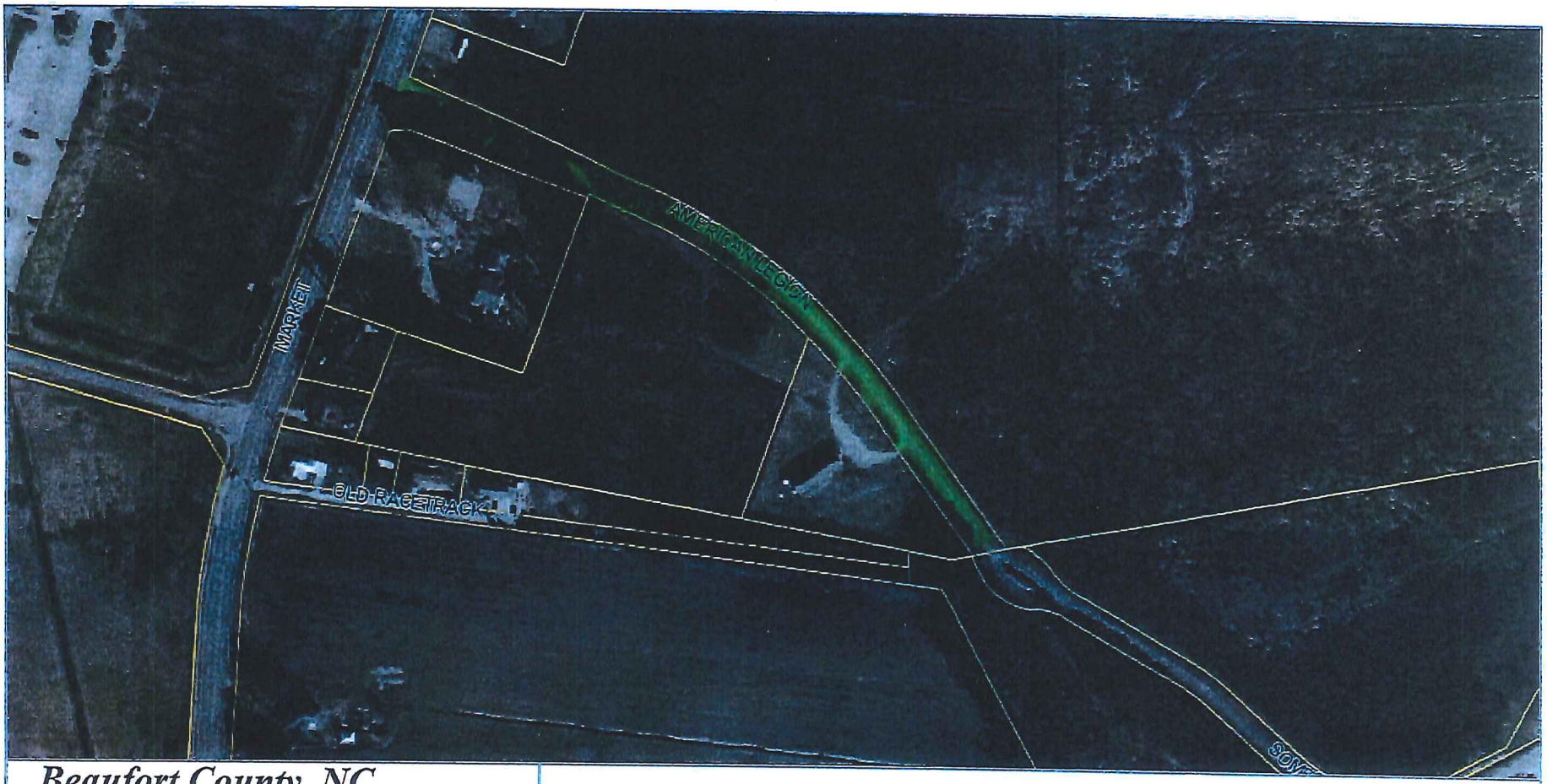
Owner Name	Physical Address	Agree or Disagree	Signature
Javier Silva	2395 Cayton Rd Chocowinity, NC	Agree	DocuSigned by: Javier P. 103B98094EA34D5...
Cynthia Price	2401 Cayton Rd Chocowinity, NC	Agree	Cynthia Price

Name of person submitting petition: Carmella Ramirez-Diaz

Phone number: 252-402-3429

Addendum 3

Petition to Name a Road – Somerset Drive



Beaufort County, NC

Disclaimer:
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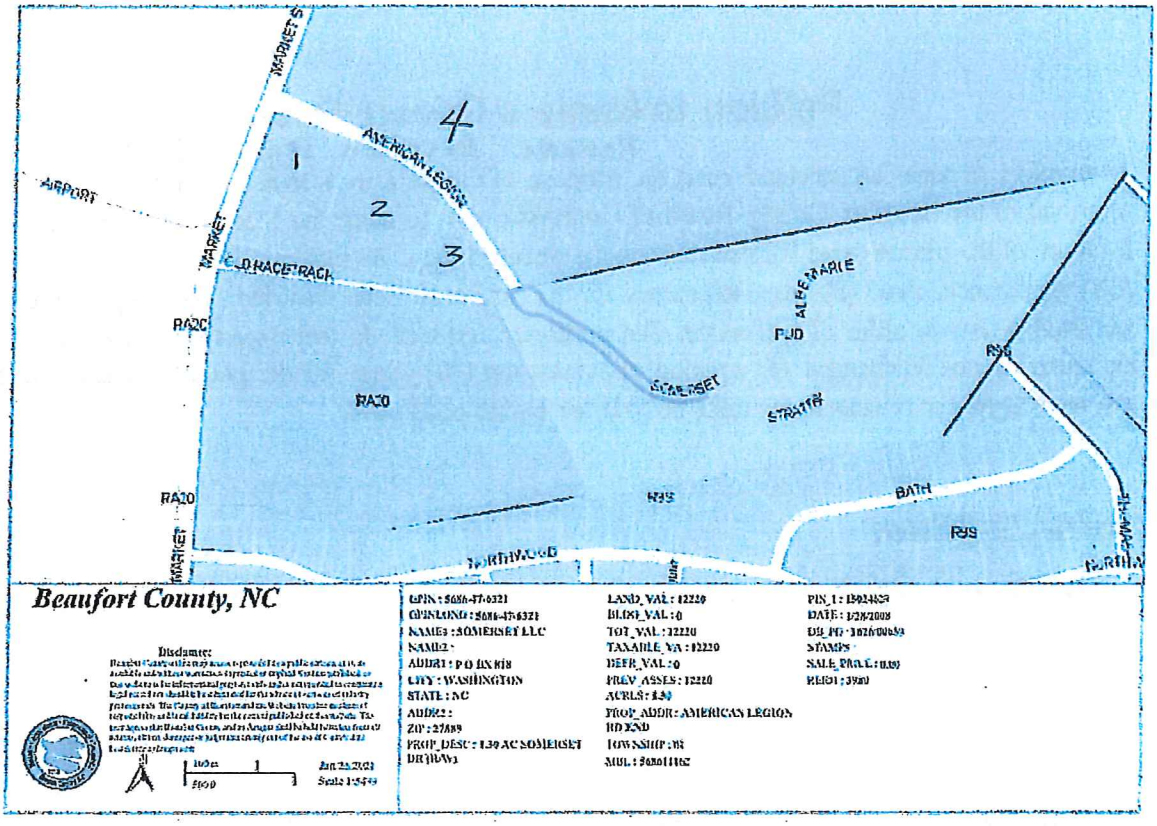
beaufortnc.agdmaps.com

N

60 m
300 ft

Feb/09/2021
Scale 1:3056

Carlton Gideon
TO: cgideon@mideastcom.org



PARCEL 1 Church of the Good Shepard JAY MARTIN

PARCEL 2 Church of the Good Shepard Jay Martin

PARCEL 3 The Robert Whitley Jr. Family Limited Partnership-C

PARCEL 4 TRIPL-LEE Properties, LLC

Petition to ~~Name a Private Road~~ Rename American Legion Road

In an effort to name an unnamed road, the purpose of this petition is to request the support and approval of the Beaufort County Board of Commissioners to name the road. The approximate location of the private road is illustrated on the attached map. As required by Beaufort County's 1911 Ordinance, three (3) proposed names for the road have been provided. The proposed names are listed below in order of preference. The petitioner understands that once the road is named the name cannot be changed for a period of at least ten (10) years. We the petitioners understand that road signs for private roads must be paid for by the petitioners.

Proposed Road Names

1. Somerset Drive
2. –
3. –

	Owner Name	Physical Address	Agree or Disagree	Signature
PARCEL 1	Church of the Good Shepard Episcopal	5686-38-1189	AGREE	Jay Mast
PARCEL 2	Church of the Good Shepard Episcopal	5686-37-5259	AGREE	Jay Mast
PARCEL 3	The Robert Whitley Jr. Family Limited Partnership C	5686-37-8284		
PARCEL 4	TRIDL-LEE Properties, LLC	5686-58-3734		

Name of person submitting petition: Chris W Furlough

Phone number: 252 943 5594 cwf2@embarqmail.com

Petition to ~~Name a Private Road~~ Rename American Legion Road

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Proposed Road Names

1. Somerset Drive
2. -
3. -

	Owner Name	Physical Address	Agree or Disagree	Signature
PARCEL 1	Church of the Good Shepard Southern	5686-38-1189		
PARCEL 2	Church of the Good Shepard Southern	5686-37-5264		
PARCEL 3	The Robert Whitten Jr. Family Limited Partnership - C	5686-37-8784		
PARCEL 4	TRIPL-Lee Properties, LLC	5686-58-3734	Agree	Tim Lee

Name of person submitting petition: Chris W Furlough

Phone number: 252 943 5594 cwf2@embarqmail.com

Petition to ~~Name a Private Road~~ Rename American Legion Road

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Proposed Road Names

1. Somerset Drive
2. –
3. –

	Owner Name	Physical Address	Agree or Disagree	Signature
PARCEL 1	Church of the Good Shepard Episcopal	5686-38-1189		
PARCEL 2	Church of the Good Shepard Episcopal	5686-37-5954		
PARCEL 3	The Robert Whitley Sr. Family Limited Partnership - C	5686-37-8284	Agree	Robert W. Whitley
PARCEL 4	TRIPLE-LOC Properties, LLC	5686-58-3734		

Name of person submitting petition: Chris W Furlough

Phone number: 252 943 5594 cwf2@embarqmail.com

Addendum 4

Public Hearing, Limited Obligation Bonds and USDA Refinancing

PUBLIC NOTICE

Beaufort County,
North Carolina
Notice of Public Hearing
Loan Refinancings

The Board of Commissioners (the "Board") of Beaufort County, North Carolina (the "County"), will hold a public hearing on March 1, 2021, at 5:30 p.m. (or as soon thereafter as the matter may be heard). The purpose of the hearing is to take public comment concerning proposed financing contracts, under which the County would borrow money as follows:

- an estimated amount of $34,000,000 to refinance County limited obligation bonds that the County originally issued in 2012 to refinance obligations of County water districts; and

- an estimated amount of $3,000,000 to refinance the County's obligations related to a community college building.

The refinancings will save the County money through lower overall debt service costs. There may be one financing contract for both purposes, or separate contracts for the different purposes. The County will also use borrowed money in each case to pay financing costs.

The hearing will be held in the Commissioners' usual meeting room in the Beaufort County Financial Services Building, 136 W. 2nd Street., Washington, North Carolina.

The financings will be secured by liens on some or all of the property that was acquired or improved for the original financings, including bonds previously issued to the County by several County water districts or the community college building. The County will promise to repay the financings, but there would be no recourse against the County or its property (other than the pledged property) if there were a default on the financings.

All interested persons will be heard. The County's plans are subject to change based on the comments received at the public hearing and the Board's subsequent discussion and consideration. The County's entering into the financing contracts is also subject to obtaining approval from the North Carolina Local Government Commission.

Due to current social distancing guidelines, Beaufort County is limited in the number of people who may attend meetings. Please contact Katie Mosher, Clerk to the Board, at 252-946-0079 or Katie.Mosher@co.beaufort.nc.us and she will provide information on additional ways the County is offering citizens to participate if they are unable to attend the meeting.

Persons wishing to make written comments in advance of the hearing or wishing more information concerning the subject of the hearing may contact Anita Radcliffe, Beaufort County Finance Officer, 132 West 2nd Street, Washington, NC 27889 (telephone 252/946-7721, email anita.radcliffe@co.beaufort.nc.us).

Washington Daily News:
Feb. 17, 2021
PUBLIC HEARING

Addendum 5

Refinancing Limited Obligation Bonds and USDA Refinancing

Resolution supporting applications to the Local Government Commission for its approval of financing agreements – Further refinancing of 2012 Water Districts Refinancing and Refinancing of 2013 USDA Loan

WHEREAS --

Beaufort County has previously financed the acquisition of County water district bonds through an installment financing, so as to provide debt service savings to the County and the districts. The County has also financed a community college building through a separate installment financing with the United States of America – Department of Agriculture ("USDA"). In an installment financing, the County's repayment obligation is secured by a mortgage-type interest in all or part of the property being financed or refinanced, but not by any pledge of the County's taxing power or any specific revenue stream.

The County Board has been advised that it now appears likely that the County can refinance the existing County debt to provide additional savings to the County. This refinancing would take the form of one or more new installment financings.

North Carolina law requires that the financings be approved by the North Carolina Local Government Commission (the "LGC"), a division of the North Carolina State Treasurer's office. Under the LGC's guidelines, this governing body must make certain findings of fact to support the County's application for the LGC's approval of the County's financing arrangements.

1. THEREFORE, BE IT RESOLVED as follows by the Board of Commissioners of Beaufort County, North Carolina --

(a) The County makes a preliminary determination to finance approximately $34,000,000 to refinance the County limited obligation bonds issued in 2012, and approximately $3,000,000 to refinance the 2013 USDA financing. The refinancings will allow the County to save money from lower interest rates and therefore will be in the best interest of the County and its residents. The County asks the LGC to approve the financings.

(b) The Board will determine the final amounts to be financed by a later resolution. The final amounts financed may be slightly lower or slightly higher than the amounts stated above. Some of the financing proceeds may be used to pay financing expenses or to provide any appropriate reserves.

(c) The financings may proceed either as a single combined financing or separate refinancings for the 2012 bonds and the 2013 financing, as the Board may determine by later resolution.

2. The Board makes the following findings of fact in support of the County's application to the LGC:

(a) The proposed refinancings are necessary and appropriate for the County under all the circumstances. The proposed refinancings will provide savings for the County.

(b) The proposed installment financings are preferable to a bond issue for the same purposes. The County carried out the previous financings through installment financings, so it makes sense to use installment financings for the new refinancings. A County revenue bond financing would likely be more expensive overall and otherwise less efficient, and the County

does not have the ability to issue general obligation debt without substantial delay, which could affect the available refinancing savings.

(c) The estimated sums to fall due under the proposed financing contracts are adequate and not excessive for the proposed purpose. The new amounts payable by the County will be lower overall than the current amounts payable. The County will closely review proposed financing rates against market rates with guidance from the LGC and the County's financial adviser.

(d) As confirmed by the County's Finance Director, (i) the County's debt management procedures and policies are sound and in compliance with law, and (ii) the County is not in default under any of its debt service obligations.

(e) Because of the savings to be realized through the refinancings, the transaction will have a beneficial effect on the County's financial standing. The Board believes that the water rates and other funds necessary to pay the debt service on the overall financing will be appropriate under all the circumstances.

(f) The County Attorney is of the opinion that the proposed projects are authorized by law and are purposes for which public funds of the County may be expended pursuant to the Constitution and laws of North Carolina.

3. Additionally, the Board resolves as follows:

(a) The Board directs the County Manager and the Finance Director to take all appropriate steps toward the completion of the financings, including completing applications to the LGC for its approval of the proposed financings. The Board ratifies all prior actions of County representatives in this regard.

(b) This resolution takes effect immediately.

* * * * * * * * * * * * * * * * * *

I certify as follows: that the foregoing resolution was properly adopted at a meeting of the Board of Commissioners of Beaufort County, North Carolina; that this meeting was properly called and held on March 1, 2021; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended, and remains in full effect as of today.

Dated this _____ day of March, 2021.

[SEAL]

_____
Clerk, Board of Commissioners
Beaufort County, North Carolina

Taxable Refunding of Limited Obligation Bonds, Series 2012

Beaufort County, North Carolina

February 22, 2021

DAVENPORT 1863
PUBLIC FINANCE

Taxable Refunding of Limited Obligation Bonds, Series 2012

Current Market Refunding Results (As of 2/16/2021)

	Summary of Refunding Results		
1	**Bonds Refunded**		
2	Par Refunded	$	31,215,000
3	Coupon		3.000% - 5.000%
4	Call Date		6/1/2022
5	Call Price		100.00%
6	Maturities Refunded		6/1/2021 - 6/1/2041
7			
8	**Refunding Bonds**		
9	Bond Par Amount	$	31,530,000
10	Final Maturity		6/1/2041
11	True Interest Cost		2.304%
12	All-In TIC		2.411%
13			
14	**Savings**		
15	**Gross Savings**	$	3,408,128
16	**Net PV Savings**	$	2,742,523
17	**Net PV Savings %**		8.786%
18	Average Annual Savings	$	162,292
19			
20	**Negative Arbitrage**		
21	Arbitrage yield		2.238%
22	Escrow yield		0.060%
23	Negative Arbitrage	$	698,320

Annual Savings

Year	Net Prior Bond Debt Service	Prior Receipts	Net Refunding Debt Service	Annual Savings
6/30/2021	1,994,150	1,994,150	-	-
6/30/2022	2,626,050	-	2,453,004	173,046
6/30/2023	2,601,300	-	2,432,148	169,152
6/30/2024	2,594,300	-	2,422,264	172,037
6/30/2025	2,559,050	-	2,389,768	169,282
6/30/2026	2,536,800	-	2,367,425	169,375
6/30/2027	2,486,800	-	2,315,529	171,271
6/30/2028	2,457,900	-	2,288,922	168,978
6/30/2029	2,431,338	-	2,259,600	171,738
6/30/2030	2,404,338	-	2,235,572	168,766
6/30/2031	2,380,738	-	2,209,536	171,202
6/30/2032	2,350,338	-	2,180,557	169,781
6/30/2033	2,318,338	-	2,149,525	168,813
6/30/2034	2,274,738	-	2,106,420	168,318
6/30/2035	1,874,938	-	1,706,465	168,473
6/30/2036	1,823,138	-	1,653,642	169,496
6/30/2037	1,680,938	-	1,509,718	171,220
6/30/2038	1,674,050	-	1,502,180	171,870
6/30/2039	965,288	-	792,419	172,869
6/30/2040	801,725	-	630,148	171,577
6/30/2041	752,988	-	582,120	170,868
Total	$ 43,589,238	$ 1,994,150	$ 38,186,960	$ 3,408,128

Notes:
-Savings net of Fixed Costs of Issuance of $275,000 and Underwriter's Discount of $5.38 per bond.
-Interest rates are preliminary as of 2/16/2021 and subject to change.
-Assumes a closing date of 5/11/2021.

Financing Schedule

Date	Task
March 1st	County Board Meeting ▪ County Board holds Public Hearing ▪ County Board considers adopting a Preliminary Findings Resolution
By Early March	▪ Submit LGC Application
March 12th at 1:00pm	Credit Presentation Review with County Staff ▪ Dial in (202) 860-2110 ▪ Code 132-570-9817
Mid-March	LGC Documents Review Call
March 22nd at 10:00am	Moody's Rating Call ▪ Dial in (202) 860-2110 ▪ Code 132-399-9074
March 26th	Agenda deadline for April 5th County Board Meeting
Late March	Second draft of documents distributed
Week of April 5th	▪ Finalize Credit Ratings ▪ Underwriter Due Diligence Call
April 5th at 5:30pm	County Board Meeting ▪ County Board considers adopting a Final Resolution
April 12th	LGC Finalizes and Mails POS
April 13th	LGC considers approving the financing
April 19th	Sell Bonds
Late April / Early May	Close on Bonds

Municipal Advisor Disclosure

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author's and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

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The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport. Version 1.13.14 CC | MB | TC

2013 USDA Loan (Allied Health Bldg. @ BCCC)
Refinancing (Preliminary and for Discussion Purposes Only)

Assumptions		
New Loan Amount	$	2,700,000
Estimated Interest Rate		2%
Term		12 Yrs.
New Maturity Date		6/1/2033
Estimated Savings	$	825,127

Fiscal Year	Old Payment	New Payment	Savings
6/30/2022	175,718	253,266	(77,548)
6/30/2023	175,718	253;266	(77,548)
6/30/2024	175,718	253,266	(77,548)
6/30/2025	175,718	253,266	(77,548)
6/30/2026	175,718	253,266	(77,548)
6/30/2027	175,718	253,266	(77,548)
6/30/2028	175,718	253,266	(77,548)
6/30/2029	175,718	253,266	(77,548)
6/30/2030	175,718	253,266	(77,548)
6/30/2031	175,718	253,266	(77,548)
6/30/2032	175,718	253,266	(77,548)
6/30/2033	175,718	253,266	(77,548)
6/30/2034	175,718		175,718
6/30/2035	175,718		175,718
6/30/2036	175,718		175,718
6/30/2037	175,718		175,718
6/30/2038	175,718		175,718
6/30/2039	175,718		175,718
6/30/2040	175,718		175,718
6/30/2041	175,718		175,718
6/30/2042	175,718		175,718
6/30/2043	174,235		174,235
Total	$ 3,864,313	$ 3,039,186	$ 825,127

Addendum 6

Award FY 20-21 Audit Contract

CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS AND TAX ADVISORS

Thompson, Price, Scott, Adams & Co, P.A.
P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

February 12, 2021

Beaufort County
121 West 3rd Street
Washington, NC 27889

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Beaufort County for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Beaufort County as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Beaufort County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Beaufort County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

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

Audit Objectives

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

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

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

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

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

Audit Procedures-General

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

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

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

Audit Procedures-Internal Controls

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

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

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

Audit Procedures-Compliance

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Beaufort County's major programs. For federal programs that are included in the 2020 Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the 2020 Compliance Supplement identifies as being subject to audit. The purpose of these

procedures will be to express an opinion on Beaufort County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

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

Management Responsibilities

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

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by April 1, 2021.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

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

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

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

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

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

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

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

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

We expect to begin our audit by approximately April 1, 2021 and to issue our reports no later than October 31, 2021. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed $53,750. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.

We appreciate the opportunity to be of service to the Beaufort County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

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

RESPONSE:

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

Management signature: _____ SIGN HERE

Title: _____ ✓

Date: _____ ✓

Governance signature: _____ SIGN HERE

Title: _____ ✓

Date: _____ ✓

CC: Board of Commissioners

The | Governing Board: BOARD OF COMMISSIONERS

of | Primary Government Unit (or charter holder): BEAUFORT COUNTY

and | Discretely Presented Component Unit (DPCU) (if applicable): N/A

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

and | Auditor Name: THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.

Auditor Address: 1626 S MADISON STREET, WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Audit Report Due Date
06/30/21	10/31/21

Must be within four months of FYE

hereby agree as follows:

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

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

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

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

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

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

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

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

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

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

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

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

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

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

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

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

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

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

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

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

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

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

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

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

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

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

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

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

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

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

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

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

Name:	***Title and Unit / Company:***	***Email Address:***
ANITA RADCLIFFE	FINANCE OFFICER / BEAUFORT COUNTY	anita.radcliffe@co.beaufort.nc.us

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

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

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

PRIMARY GOVERNMENT FEES

Primary Government Unit	BEAUFORT COUNTY
Audit Fee	$ 41,250.00
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$ 12,500.00
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 40,312.50

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature*
Date* 02/12/21	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit* BEAUFORT COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature* SIGN HE
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Primary Governmental Unit Finance Officer* (typed or printed) Anita Radcliffe	Signature* SIGN HERE
Date of Pre-Audit Certificate*	Email Address* anita.radcliffe@co.beaufort.nc.us

Addendum 7

Southside WTP Expansion Well Project

Beaufort County
Finance

Budget Amendment Request

Department: Water Capital Project Fund **Date of Request:** 03/01/2021

FY Budget: FY 20-21 DWI Proj#H-SRP-D-17-0019

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
60-3713-499100	Appropiated Fund Balance	$48,750	
60-7130-598606	Transfer To Water project	$48,750	
53-3518-498008	Transfer to Water Fund	$48,750	
53-7130-519208	Grant Administration – Closing Fee (1.5% Grant)	$33,750	
53-7130-519209	Loan Administration – Closing Fee (2% Loan)	$15,000	

Department Justification: **To amend budget to allocate funds to pay for closing costs invoiced by the Division of Water Infrastructure.**

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

County Position No. _____

State Position No. _____

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

14/15

ORDINANCE TO AMEND A PROJECT FUND
WATER SYSTEM IMPROVEMENTS – DISTRICT I
DWI PROJECT H-SRP-D-17-0019
DISTRICT VI WTP EXPANSION – WELL 65/66
BEAUFORT COUNTY WATER DISTRICT I – WASHINGTON TOWNSHIP

WHEREAS, The Beaufort County Board of Commissioners awarded construction on July 6, 2020 and amended the project fund on August 3, 2020, and

WHEREAS, Funds for Division of Water Infrastructure grant and loan closing costs need to be allocated based on final charges invoiced by the State,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BEAFORT COUNTY WATER DISTRICT I – WASHINGTON TOWNSHIP:

That the attached budget amendment is approved the is the _____ day of _____, 2021 at Washington, North Carolina.

_____
Chairman

Attest: _____
Clerk

Beaufort County
Finance

Budget Amendment Request

Department: Water Capital Project Fund **Date of Request:** 03/01/2021

FY Budget: FY 20-21 Proj# H-SRP-D-17-0010

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
60-3713-499100	Appropiated Fund Balance	$31,493	
60-7130-598606	Transfer to Water Project	$31,493	
52-3518-498008	Transfer from Fund 60	$31,493	
52-7130-519208	Grant Administration – Closing Fee (1.5% Grant)	$21,803	
52-7130-519209	Loan Administration – Closing Fee (2% Loan)	$9,690	
52-7130-519500	Construction Administration		$22,000
52-7130-519601	Construction Observation		$22,500
52-7130-559100	Contract 1	$44,500	

Department Justification: **To amend budget to allocate funds to pay for closing costs invoiced by the Division of Water Infrastructure. Re-allocation of expense items.**

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

County Position No. _____

State Position No. _____

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

14/15

ORDINANCE TO AMEND A PROJECT FUND
WATER SYSTEM IMPROVEMENTS – DISTRICT V
DWI PROJECT H-SRP-D-17-0010
GAYLORD BOOSTER PUMP STATION – BRADDY VALVE STATION
BEAUFORT COUNTY WATER DISTRICT V – PANTEGO TOWNSHIP

WHEREAS, The Beaufort County Board of Commissioners awarded construction on April 6, 2020, and

WHEREAS, Funds need to be re-allocated for construction costs for Peters and White Construction as part of bid negation related to generator installation, and

WHEREAS, Funds for Division of Water Infrastructure grant and loan closing costs need to be allocated based on final charges invoiced by the State,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BEAFORT COUNTY WATER DISTRICT V – PANTEGO TOWNSHIP:

That the attached budget amendment is approved the is the _____ day of _____, 2021 at Washington, North Carolina.

_____ Attest: _____
Chairman Clerk

Addendum 8

Chlorine Conversion Project, District I, IV, V and VII

Beaufort County
Finance

Budget Amendment Request

Department: Water Capital Project Fund **Date of Request:** 03/01/2021

FY Budget: FY 20-21 DWI# H-SRP-D-17-0090

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
510-7131-519208	Grant Administration – Closing Fee (1.5% Grant)	$4,011	
510-7131-519209	Loan Administration – Closing Fee (2% Loan)		$5,348
510-7131-558099	Contingency	$1,337	

Department Justification: **To amend budget to adjust closing costs invoiced by the Division of Water Infrastructure and allocate remaining funds to increase contingency.**

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

County Position No. _____

State Position No. _____

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

14/15

ORDINANCE TO AMEND A PROJECT FUND
WATER SYSTEM IMPROVEMENTS – DISTRICT I
DWI PROJECT H-SRP-D-17-0090
CHLORINE CONVERSION PROJECT
BEAUFORT COUNTY WATER DISTRICT I – WASHINGTON TOWNSHIP

WHEREAS, The Beaufort County Board of Commissioners established a Project Fund on October 2, 2017, and

WHEREAS, Budgeted funds for Division of Water Infrastructure grant and loan closing costs need to be amended based on percentages per loan agreement,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BEAFORT COUNTY WATER DISTRICT I – WASHINGTON TOWNSHIP:

That the attached budget amendment is approved the is the _____ day of _____, 2021 at Washington, North Carolina.

_____ Attest: _____
Chairman Clerk

Beaufort County Finance

Budget Amendment Request

Department: Water Capital Project Fund **Date of Request:** 03/01/2021

FY Budget: FY 20-21 DWI Proj# H-SRP-D-17-0091

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
540-7132-519208	Grant Administration – Closing Fee (1.5% Grant)	$7,425	
540-7132-519209	Loan Administration – Closing Fee (2% Loan)		$9,780
540-7132-558099	Contingency	$2,355	

Department Justification: **To amend budget to adjust closing costs invoiced by the Division of Water Infrastructure and allocate remaining funds to increase contingency.**

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

County Position No. _____

State Position No. _____

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

14/15

ORDINANCE TO AMEND A PROJECT FUND
WATER SYSTEM IMPROVEMENTS – DISTRICT IV
DWI PROJECT H-SRP-D-17-0091
CHLORINE CONVERSION PROJECT
BEAUFORT COUNTY WATER DISTRICT IV – BATH TOWNSHIP

WHEREAS, The Beaufort County Board of Commissioners established a Project Fund on October 2, 2017, and

WHEREAS, Budgeted funds for Division of Water Infrastructure grant and loan closing costs need to be amended based on percentages per loan agreement,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BEAFORT COUNTY WATER DISTRICT IV – BATH TOWNSHIP:

That the attached budget amendment is approved the is the _____ day of _____, 2021 at Washington, North Carolina.

_____
Chairman

Attest: _____
Clerk

Beaufort County
Finance

Budget Amendment Request

Department: Water Capital Project Fund **Date of Request:** 03/01/2021

FY Budget: FY 20-21 DWI Proj# H-SRP-D-17-0085

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
550-7133-519208	Grant Administration – Closing Fee (1.5% Grant)	$4,011	
550-7133-519209	Loan Administration – Closing Fee (2% Loan)		$5,348
550-7133-558099	Contingency	$1,337	

Department Justification: To amend budget to adjust closing costs invoiced by the Division of Water Infrastructure and allocate remaining funds to increase contingency.

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

County Position No. _____

State Position No. _____

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

14/15

ORDINANCE TO AMEND A PROJECT FUND
WATER SYSTEM IMPROVEMENTS – DISTRICT V
DWI PROJECT H-SRP-D-17-0085
CHLORINE CONVERSION PROJECT
BEAUFORT COUNTY WATER DISTRICT V – PANTEGO TOWNSHIP

WHEREAS, The Beaufort County Board of Commissioners established a Project Fund on October 2, 2017, and

WHEREAS, Budgeted funds for Division of Water Infrastructure grant and loan closing costs need to be amended based on percentages per loan agreement,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BEAFORT COUNTY WATER DISTRICT V – PANTEGO TOWNSHIP:

That the attached budget amendment is approved the is the _____ day of _____, 2021 at Washington, North Carolina.

_____
Chairman

Attest: _____
Clerk

Beaufort County
Finance

Budget Amendment Request

Department: Water Capital Project Fund **Date of Request:** 03/01/2021

FY Budget: FY 20-21 DWI Proj# H-SRP-D-17-0089

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
571-7135-519208	Grant Administration – Closing Fee (1.5% Grant)	$5,040	
571-7135-519209	Loan Administration – Closing Fee (2% Loan)		$6,720
571-7135-558099	Contingency	$1,680	

Department Justification: **To amend budget to adjust closing costs invoiced by the Division of Water Infrastructure and allocate remaining funds to increase contingency.**

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

County Position No. _____

State Position No. _____

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

14/15

ORDINANCE TO AMEND A PROJECT FUND
WATER SYSTEM IMPROVEMENTS – DISTRICT V
DWI PROJECT H-SRP-D-17-0089
CHLORINE CONVERSION PROJECT
DISTRICT VII – RICHLAND TOWNSHIP WATER AND SEWER DISTRICT OF BEAUFORT COUNTY

WHEREAS, The Beaufort County Board of Commissioners established a Project Fund on October 2, 2017, and

WHEREAS, Budgeted funds for Division of Water Infrastructure grant and loan closing costs need to be amended based on percentages per loan agreement,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DISTRICT VII – RICHLAND TOWNSHIP WATER AND SEWER DISTRICT OF BEAUFORT COUNTY:

That the attached budget amendment is approved the is the _____ day of _____, 2021 at Washington, North Carolina.

_____ Attest: _____
Chairman Clerk

Addendum 9

Solid Waste Disposal Card Program

Solid Waste Disposal Card Program Cost Estimate

Item	Unit Cost	Qty	Total
Implementation Cost			
ID Card Printing System	$2,421.14	1	$2,421.14
Includes:			
(1) Card Exchange "Premium" Software			
(1) Valid ID P3500S Single Sided ID Card Printer			
(1) Black Monochrome Ribbon (1500 cards)			
(1) Box of 500 PVC white graphics quality cards			
Installation and Training			
Shipping and Handling			
1 yr. Depot Maint. Warranty & Unlimited online/telephone support			
3 yr. Parts Warranty			
Box of 500 PVC WHITE graphics quality cards (inc. one extra box)	$39.00	47	$1,833.00
Black Monochrome Ribbon (prints 1500 cards)	$21.50	15	$322.50
Postage/Mailings of 24,000 cards	$14,500.00	1	$14,500.00
FTE - Tax Collector (approximate Salary & Benefits - Grade 62 Hiring Rate)	$45,600.00	1	$45,600.00
Computer & Setup	$4,500.00	1	$4,500.00
Additional Site Attendants - ESTIMATED	$9.00	2080	$18,720.00
Extra attendant @ Cherry Run, Chocowinity, and River Road (40 hrs./ week)			
		Total:	**$87,896.64**
Annual Supply Cost			
Box of 500 PVC COLOR graphics quality cards	$53.33	48	$2,559.84
Black Monochrome Ribbon (prints 1500 cards)	$21.50	16	$344.00
Postage/Mailings of 24,000 cards	$14,500.00	1	$14,500.00
		Total:	**$17,403.84**

Addendum 10

Hazard Pay for Facilities Maintenance Employee

Beaufort County
Finance

Budget Amendment Request

Department: GF-Maintenance **Date of Request:** 2-19-21

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Appropriated Fund Balance	1,200	
10-4190-5121000	Salaries	1,200	

Department Justification:

To appropriate funding for COVID-19 hazard pay.

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

County Position No. _____

State Position No. _____

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

Addendum 11

Sheriff's Office Barracuda Backup Appliance/ County Barracuda Backup Appliance

Beaufort County Sherriff's Office Server 991a

Attn: Jordan Gold
Beaufort County Sheriff Office
210 N Market St
Washington, North Carolina 27889
United States

A purchase order from Beaufort County Sheriff's Office will be due in full at the time of the purchase for a total of $120,239.94 Barracuda will invoice EIS Data Systems Inc. on extended payment terms per the below agreement. 3 Annualized Payments of the following value will be due from EIS Data Systems Inc. and paid directly to Barracuda beginning on July 26, 2021. EIS Data Systems, Inc. will in turn Invoice Beaufort County Sheriff's Office per below terms:

July 26th 2021	$42,785.38
July 26th 2022	$42,785.38
July 26th 2023	$42,785.38

Order will be placed by Barracuda once the purchase order is received from EIS Data Systems Inc. However, shipment will be held by Barracuda until EIS Data Systems Inc receives a purchase order from Beaufort County. In the event of the proposal not being approved by Beaufort County, Barracuda will issue a full return to EIS Data Systems.

EIS Data Systems, Inc
14711 US Highway 17 N
Hampstead, NC 28443-3501
USA

Voice: 910-821-1822
Fax: 910-821-1825

QUOTATION

Quote Number: Q92764
Quote Date: Feb 24, 2021
Page: 1

Quoted To:
Beaufort County Sheriff's Office 210 North Market Street Washington, NC 27889 USA

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
B1084	3/26/21	Net 30 Days	HOUSE

Quantity	Item	Description	Unit Price	Amount
1.00		Barracuda Backup Server 991		
1.00		BBS991a Barracuda Backup Server 991 w/10 GBE Fiber NIC - Standard	29,493.38	29,493.38
1.00		BBS991a-b Barracuda Backup Server 991 w/10 GBE Fiber NIC Unlimited Cloud Storage Subscription 1 Month	50,383.47	50,383.47
1.00		BBS991a-e Barracuda Backup Server 991 w/10 GBE Fiber NIC Energize Updates Subscription 1 Month	18,136.62	18,136.62
1.00		BBS991a-h Barracuda Backup Server 991 w/10 GBE Fiber NIC Instant Replacement Subscription 1 Month	22,167.47	22,167.47
1.00		SHIP-BSF-DOM1 Domestic Shipping (Ground Service)	59.00	59.00
		Original List Total $ 197,663.03 (41 Mo) 39.4% Disc if PO is received by 2-28-2021 Unit ships now - subscriptions expire after 41 months Total price less tax $120,239.94 This is a savings of $77,423.09 + over 3 years		

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

EIS Data Systems, Inc
14711 US Highway 17 N
Hampstead, NC 28443-3501
USA

Voice: 910-821-1822
Fax: 910-821-1825

QUOTATION

Quote Number: Q92764
Quote Date: Feb 24, 2021

Quoted To:
Beaufort County Sheriff's Office 210 North Market Street Washington, NC 27889 USA

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
B1084	3/26/21	Net 30 Days	HOUSE

Quantity	Item	Description	Unit Price	Amount
		Unit will ship immediately thus the 41 month term Payment for PO will be due in 3 equal installments: this includes tax at current rate. Tax of $8,116.20 can be paid up front if you prefer That will reduce the below amount annually. July 26, 2021 $42,785.38 July 26, 2022 $42,785.38 July 26, 2023 $42,785.38		

Subtotal	120,239.94
Sales Tax	8,116.20
TOTAL	**128,356.14**

Beaufort County Sheriff Backup System

The Current system

Barracuda Backup 791 with 14.1 TB of storage is running at 87% capacity

Many servers (sources) are not being backed up currently due to limited storage capacity.

Many Sources have been edited to only backup what is necessary in case of a failure

1 VM Server is currently backing up

VM-Spillman It hosts vPC-Linx and NCBEASO (Spillman)

There are a total of 3 VM Servers

BCSO911VM1 hosts 7 virtual machines

We currently only backup 3 of them due to capacity limitations

Bcsovm1 hosts 10 virtual machines

We currently only backup 3 of them due to capacity limitations

All 3 VM servers share Datastores:

*Needs at least 19.65 TB for the daily backups of vmServers without any significant additions or changes

Datastore1 1.63 TB using 21.58 GB (vsphere is installed here)

SANS1 10TB using 6.75TB

SANS2 8.72 TB using 1.31 TB

SANS3 19.63TB using 11.59 TB

*Needs at least 14.26 TB for the daily backups without any new additions or changes

** Used capacity is not the same as configured capacity...Some servers have capacity that is changing by the minute. For instance SANS2 will change about .03 Tb more or less every hour as users store data to their directories. This fluctuates but all used capacity grows daily...the Jail cameras add a minimum of 350 GB per day, which is currently limiting the number of days we can go back to see cameras to 30 or less.

VM Server backups are more reliable and much easier to restore.

a single guest can be restored within minutes, whereas the other backups require reinstalling a server and then restoring the backups

We are not backing up our Jail Camera system at all.

it is 11TB for the initial backup and then daily changes are in the neighborhood of 350GB. The current 791 does not have the capacity to handle backups of the Jail Camera System

We have other stand-alone systems that we have paired down to the minimum what is being backed up so that we can at least restore the most critical data.

We also have some systems that are not being backed up at all and they will have to be restored from scratch if they die. Any data loss on those servers cannot be recovered.

Data size is expected to grow significantly over the next 3 years as we add planned servers and services that we should keep backed up.

Barracuda is offering us a 3 year contract that will save approximately $ 77,423.09 over the 3 years and increase our Backup Capacity to 48TB. First Payment would be due end of July.

**Note savings is based on full list. I can usually get a 5-10% discount off yearly renewables. Yearly renewables usually increase in price by 5-10% per years. The total savings is an estimate, but still over $20,000.00 per year.

Brian Alligood

From: Sherry Johnson <sherry@eisdata.com>
Sent: Wednesday, February 24, 2021 12:27 PM
To: Hollie Jones; Brian Alligood
Subject: County Barracuda Backup
Attachments: Q92765 - B1085 - Beaufort County 891.pdf; Q92766 - B1085 - Beaufort County 791.pdf; Beaufort County 690 Backup System.docx

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

I am including two offers from Barracuda on the County backup

Currently we do not backup the OEM systems or the courthouse system
There are other systems that are not backed up that will require about 24 hours to restore and would still lose data if they go down.

We only backup crucial systems right now. Systems that cannot afford to loose data.

Either of these systems are expected to carry the county forward for 4 or more years.

Unfortunately this 39.4% discount is only available until the end of the month.

I can make the commitment so that you can put it to the board. If they don't approve then I can cancel it.

The 791 will add 6TB of space
The 891 will add 12TB of space

We will need to upgrade the system soon and this savings is great.

Sherry Johnson
President
EIS Data Systems, Inc.
14711 Hwy 17 N
Hampstead, NC 28443

910-821-1822 ext 0
800-374-2692

Beaufort County Backup System

The Current system

Barracuda Backup 691 with 12 TB of storage is running at 87% capacity

Current renewal cost is around $10,000.00 per year for 12TB storage

2020 renewal was $ 9560.37

Barracuda is offering 3 year upgrade to 791 (18TB) Or 891 (24 TB) with a 39.x% discount.

Pricing for 791 per year would be: $16318.15 (increase from 12TB to 18 TB)

Pricing for 891 per year would be: $21843.00 (increase from 12TB to 24 TB)

Many servers (sources) are not being backed up currently due to limited storage capacity.

Many Sources have been edited to only backup what is necessary in case of a failure

VM Server backups are more reliable and much easier to restore.

a single guest can be restored within minutes, whereas the other backups require reinstalling a server and then restoring the backups

We are not backing up our Courthouse Camera system at all.

it is 9TB for the initial backup and then daily changes are in the neighborhood of 275GB. The current 691 does not have the capacity to handle backups of the Court Camera System

We have other stand-alone systems that we have paired down to the minimum what is being backed up so that we can at least restore the most critical data.

We also have some systems that are not being backed up at all and they will have to be restored from scratch if they die. Any data loss on those servers cannot be recovered.

Data size is expected to grow significantly over the next 3 years as we add planned servers and services that we should keep backed up.

**Note savings is based on full list. I can usually get a 5-10% discount off yearly renewables. Yearly renewables usually increase in price by 5-10% per years. The total savings is an estimate,

$7300.00 per year for 791

$9500.00 per year for 891

EIS Data Systems, Inc
14711 US Highway 17 N
Hampstead, NC 28443-3501
USA

Voice: 910-821-1822
Fax: 910-821-1825

QUOTATION

Quote Number: Q92766
Quote Date: Feb 24, 2021
Page: 1

Quoted To:
Beaufort County Manager's Office 121 West 3rd St. Washington, NC 27889

Customer ID	Good Thru	Payment Terms	Sales Rep
B1085	3/26/21	Net 30 Days	HOUSE

Quantity	Item	Description	Unit Price	Amount
1.00		791 18TB disk space 41 months		
1.00		BBS791a Barracuda Backup Server 790 w/ 10 GBE Fiber NIC - Standard	11,796.93	11,796.93
1.00		BBS791a-b Barracuda Backup Server 790 w/ 10 GBE Fiber NIC Unlimited Cloud Storage Subscription 1 Month	18,892.18	18,892.18
1.00		BBS791a-e Barracuda Backup Server 790 w/ 10 GBE Fiber NIC Energize Updates Subscription 1 Month	6,799.61	6,799.61
1.00		BBS791a-h Barracuda Backup Server 790 w/ 10 GBE Fiber NIC Instant Replacement Subscription 1 Month	8,311.24	8,311.24
1.00		SHIP-BSF-DOM1 Domestic Shipping (Ground Service)	59.00	59.00
		- Original List Total $ 75,331.9 (41 Mo) 39.14% Disc if PO is received by 2-28-2021 Unit ships now - subscriptions expire after 41 months Total price less tax $45,858.96		

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

EIS Data Systems, Inc
14711 US Highway 17 N
Hampstead, NC 28443-3501
USA

Voice: 910-821-1822
Fax: 910-821-1825

QUOTATION

Quote Number: Q92766
Quote Date: Feb 24, 2021
Page: 2

Quoted To:
Beaufort County Manager's Office 121 West 3rd St. Washington, NC 27889

Customer ID	Good Thru	Payment Terms	Sales Rep
B1085	3/26/21	Net 30 Days	HOUSE

Quantity	Item	Description	Unit Price	Amount
		This is a savings of $29472.94 + over 3 years Unit will ship immediately thus the 41 month term Payment for PO will be due in 3 equal installments: this includes tax at current rate. Tax of $3095.48 can be paid up front if you prefer That will reduce the below amount annually. July 26, 2021 $16,318.15 July 26, 2022 $16,318.15 July 26, 2023 $16318.15		

Subtotal	45,858.96
Sales Tax	3,095.48
TOTAL	**48,954.44**

EIS Data Systems, Inc
14711 US Highway 17 N
Hampstead, NC 28443-3501
USA

Voice: 910-821-1822
Fax: 910-821-1825

QUOTATION

Quote Number: Q92765
Quote Date: Feb 24, 2021
Page: 1

Quoted To:
Beaufort County Manager's Office 121 West 3rd St. Washington, NC 27889

Customer ID	Good Thru	Payment Terms	Sales Rep
B1085	3/26/21	Net 30 Days	HOUSE

Quantity	Item	Description	Unit Price	Amount
1.00		24TB space for 41 months Saves annual increases with		
1.00		BBS891a Barracuda Backup Server 890 w/ 10 GBE Fiber NIC - Standard	15,483.70	15,483.70
1.00		BBS891a-b Barracuda Backup Server 890 w/ 10 GBE Fiber NIC Unlimited Cloud Storage Subscription 1 Month	25,190.49	25,190.49
1.00		BBS891a-e Barracuda Backup Server 890 w/ 10 GBE Fiber NIC Energize Updates Subscription 1 Month	9,067.06	9,067.06
1.00		BBS891a-h Barracuda Backup Server 890 w/ 10 GBE Fiber NIC Instant Replacement Subscription 1 Month	11,586.28	11,586.28
1.00		SHIP-BSF-DOM1 Domestic Shipping (Ground Service)	59.00	59.00
		- Original List Total $ 100,867.65 (41 Mo) 39.14% Disc if PO is received by 2-28-2021 Unit ships now - subscriptions expire after 41 months Total price less tax $61386.53		

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

EIS Data Systems, Inc
14711 US Highway 17 N
Hampstead, NC 28443-3501
USA

Voice: 910-821-1822
Fax: 910-821-1825

QUOTATION

Quote Number: Q92765
Quote Date: Feb 24, 2021
Page: 2

Quoted To:
Beaufort County Manager's Office 121 West 3rd St. Washington, NC 27889

Customer ID	Good Thru	Payment Terms	Sales Rep
B1085	3/26/21	Net 30 Days	HOUSE

Quantity	Item	Description	Unit Price	Amount
		This is a savings of $39481.12 + over 3 years Unit will ship immediately thus the 41 month term Payment for PO will be due in 3 equal installments: this includes tax at current rate. Tax of $4143.59 can be paid up front if you prefer That will reduce the below amount annually. July 26, 2021 $21,843.37 July 26, 2022 $21,843.37 July 26, 2023 $21,843.37		

Subtotal	61,386.53
Sales Tax	4,143.59
TOTAL	**65,530.12**

Addendum 12

EMS System Oversight Committee Recommendations

Beaufort County Oversight Appoint Sub Committee Report on EMS Response Issues:

Sub-Committee Appointees:

Billy Respass
Carol Atkins
Jeff Hibbard

At the January 12, 2021 Beaufort County EMS Oversight Meeting, Chairwoman Staton appointed a sub-committee to review information related to call volume, response metrics, and call response in areas that were noted to be of concern by Beaufort Count EMS Director Carnie Hedgepeth. The sub-committee met on February 2, 2021, at the EOC and reviewed data and metrics that were presented by Clark Pollard. Clark is a BCEMS employee who has an extensive background in data management and was tasked by the agency to collect, review, and tally the various metrics used to analyze the system.

The three areas of concern were the Pamlico Beach EMS response, Pinetown EMS daytime response, and the City of Washington utilization of outside agencies that were having to respond to the city due to multiple calls and no WFR unit available. The findings are below with our recommendation to the Oversight group.

Pinetown EMS-

It was noted that Pinetown EMS was having issues with weekday, daytime response due to a lack of providers in the area during this time because of work. Beaufort County Emergency Services had a conversation with Captain Butch Oliver and discussed the concerns. After that meeting, Captain Oliver met with his board of directors and providers. They have come up with a plan that will hopefully solve the issue, and since that meeting they have increased their coverage and responded to more calls. This has helped the system overall by allowing the neighboring agencies to stay in their districts and cover their calls.

The sub-committee recommends that no action be taken regarding Pinetown EMS at this point, as they are showing improvements and willingness to improve the coverage for the citizens and visitors of their district. It is further suggested that BC Emergency Services will conduct a six (6) month review and report back to the BC Oversight Committee at the July 13, 2021 meeting.

Pamlico Beach EMS-

The issue noted with Pamlico Beach EMS was the lack of response when dispatched for 911 calls, no matter the time of day or day of the week. Data from 911 response in the Pamlico Beach area was reviewed to include response and mutual aid received. After discussions and the limited number of calls responded to by the Pamlico Beach EMS providers, it is noted that they responded to fewer than fifteen 911 calls in 2020. BC Emergency Services have had discussions with the Pamlico Beach group about their lack of response, and Pamlico Beach EMS has been unable to make improvements.

It is the recommendation from the group that Pamlico Beach EMS will no longer receive funding or a contract for 911 services.

Washington Fire and Rescue-

The issue of focus regarding Washington Fire/EMS is the number of mutual aid calls received by the city district. WFR used to fully staff two EMS units up until approximately two to three years ago, when due to staffing issues, they dropped to one EMS unit. When WFR dropped to one unit, BC Emergency Services was advised this would be a temporary measure until adequate personnel were hired. While the data reviewed only covered the past year (2020), it clearly showed outside EMS units responded to 340 calls in the city. It is our observation that these events, in turn, required WFR to respond to more mutual aid calls outside the city because the outside units were responding to the city. While all EMS agencies rely on the mutual aid agreement to help and assist, this call volume exceeds what we believe should be a reasonable mutual aid number. After careful review of the data from 2020, it is noted the main time frame that outside agencies were running the highest number of calls in the city was between 8am and 8pm.

It is the recommendation from the group that Beaufort County Emergency Services request through contract that Washington Fire and Rescue staff a second EMS unit to provide paramedic care to all patients. At a minimum, WFR should staff a second unit from 8a to 8p with paramedic care given to the patient. The current "peek response" was derived from the data obtained in 2020. While this is the current trend, future data could reflect the need to modify hours of operation for the second unit.

Addendum 13

Broadband Expansion RFP

11/30/2020

RiverStreet NETWORKS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on, by and between **RiverStreet Communications of NC, Inc.** and **RiverStreet Wireless of NC,** Inc. with a corporate office residing at 1400 River St, Wilkesboro, North Carolina, 28697 and a local Beaufort County Office at 2193 NC 99 Hwy S, Belhaven, North Carolina, hereinafter referred to as the "First Party," and Government of **Beaufort County**, North Carolina residing at 121 West Third Street, Washington, NC, 27889, hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to the partnership.

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both parties agree shall be necessary to complete this partnership;

MISSION

The aforementioned partnership has been established with the following intended mission in mind:

To serve the unserved areas of Beaufort County, North Carolina, with broadband. Unserved areas are defined as having broadband speeds of less than 25 Mbps download and 3 Mbps upload.

PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contracts which may be related to the partnership.

OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for rural fixed wireless broadband availability or other economically feasible broadband option and intend to maintain a product and/or services that meets or exceeds all business and industry standards.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the partnership through means of the following individual services.

SERVICES COOPERATION

Wilkes Telephone Membership Corporation and River Street Communications of North Carolina in cooperation with the Government of Beaufort County, North Carolina agree to provide the following services, which include, but are not limited to:

Fixed Wireless Broadband Internet.

Phase 1 (beginning after the County has approved the MOU and upon the availability of those funds):

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the partnership as described within any grant or business loan application, if any. Responsibilities under this Memorandum of Understanding may coincide with the grant period.

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of 5 years from the aforementioned effective date and maybe extended upon written mutual agreement of both parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 120 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

ARBITRATION/MEDIATION DISPUTE RESOLUTION

The Parties to this Memorandum of Understanding agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The parties agree that any claim or dispute that arises from or through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

In the event that any court having jurisdiction should determine that any portion of this Agreement to be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this Agreement shall remain in full effect and enforceable. This Agreement shall be interpreted and governed by and in accordance with the Federal Arbitration Act 9 U.S.C. SI-16.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of North Carolina.

SEVERABILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this partnership.

- It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.

- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of this partnership, to the fullest extent possible.

- It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.

- The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the partnership.

- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the partnership. It shall then be controlled in accordance with North Carolina governing laws, regulations and/or procedures.

- In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.

- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.

- Upon the signing of this MOU by both parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Wilkes Telephone Membership Corporation and RiverStreet Communications of North Carolina and Government of Beaufort County, North Carolina, and shall be effective as of the date first written above.

_____ _____

Gregory S. Coltrain, VP Business Development (Date)
RiverStreet Communications of North Carolina, Inc.
& RiverStreet Wireless of North Carolina, Inc.

_____ _____

Brian Alligood, County Manager (Date)
Government of Beaufort County, North Carolina

Addendum 14

Carrying Concealed Handguns

Resolution No. 2021-03-01-___

Resolution Allowing the Carrying of Concealed Handguns in Beaufort County Buildings

WHEREAS, Beaufort County is authorized pursuant to NCGS §153A-121 to define, regulate and prohibit acts detrimental to the health, safety or welfare of its citizens, and;

WHEREAS, Article 54B of Chapter 14 of the North Carolina General Statutes establishes a system that allows private citizens to obtain permits to carry concealed handguns, and;

WHEREAS, the Beaufort County Board of Commissioners is concerned with increased violence in so-called "gun free zones" where guns are prohibited; and believes that these "gun free zones" pose a significant threat to the health, safety and general welfare of the community and County employees, and;

WHEREAS, Beaufort County no longer desires to exercise its authority to prohibit the possession of concealed handguns in Beaufort County buildings by individuals in possession of a valid concealed handgun permit, notwithstanding existing North Carolina General Statutes related to regulation of the same and;

WHEREAS, NCGS §14-409.40(e) permits a county to regulate the transport, carrying, or possession of firearms by employees of the county in the course of their employment with the county and that regulation is provided for in the Beaufort County Personnel Policy.

NOW, THEREFORE, BE IT RESOLVED, that the Beaufort County Board of Commissioners no longer prohibits the possession of concealed handguns in Beaufort County buildings by individuals in possession of a valid concealed handgun permit, notwithstanding existing North Carolina General Statutes related to regulation of the same.

ADOPTED, this the 1st day of March 2021.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

_____
Kathleen Mosher, Clerk to the Board

Concealed Handgun Policy

Issued: *Original Publication 03-01-2021*
Approved:

Purpose

To establish a policy which allows carrying a concealed handgun within the confines of employment at the County of Beaufort.

Scope

This policy is applicable to all individuals covered by Article I, Section 3 of the Beaufort County Personnel Policy.

Policy Statement

Employees are permitted to carry a concealed handgun in compliance with North Carolina laws. The policy clarifies application of the law for employees and supervisors to ensure understanding of the right to have a concealed handgun in the workplace.

Policy Requirements

General Provisions

The County of Beaufort permits the carrying of a concealed handgun and takes no measure to (a) prohibit any County employee from carrying a concealed handgun in the course of employment if the employee holds a valid concealed handgun permit (CHP) issued in accordance with NC General Statutes, OR (b) to prohibit the carrying of a concealed handgun in the course of employment by an employee who is a resident of another state, and who holds a valid CHP from that employee's state of residence, if the State of North Carolina has granted reciprocity to permit holders of that employee's state of residence.

1. Employees who hold a valid CHP may carry a concealed handgun while operating a vehicle owned by the County of Beaufort. (Note exception for NCOEMS permitted vehicles)
2. Nothing in this policy shall be interpreted or applied as waiving the right of the County of Beaufort under NCGS 14-409.40(e) to regulate or prohibit any individual employee from carrying a concealed handgun in the course of employment, whether permanently or temporarily, whether for cause or for any non-discriminatory reason.
3. A decision by an employee to carry a concealed handgun during the course of employment is solely a choice by the employee to exercise the employee's individual right to bear arms. Nothing in this policy shall be interpreted or applied as a directive or authorization to any employee to carry or use a handgun in the scope of the employee's employment.

DRAFT

Prohibited Areas

The general provisions section of this policy does not allow an employee who holds a valid CHP to carry a concealed handgun in any building or area where doing so is prohibited by the laws of the State of North Carolina or the United States of America. Employees are solely responsible for knowing, understanding, and following any and all such laws. No employee shall carry a concealed handgun in the course of employment in any private vehicle or on private property owned or leased by another person over the objections of the owner or leasee. An employee may not open carry, that is, may not carry said handgun openly and not in compliance with this policy.

Storage of Concealed Handguns

It is always the sole responsibility of the employee to maintain strict control of the employee's concealed handgun and ammunition (if any).

1. An employee who chooses to carry a concealed handgun during the course of employment shall have the handgun concealed and on the employee's person, carried in a holster or other appropriate carrying device, at all times, unless lawfully using the handgun. A purse, handbag or other similar item is not considered on the employee's person.
2. An employee who temporarily stores a concealed handgun in a vehicle owned by the County of Beaufort during the course of employment must store the handgun in a locked case that is owned by the employee (not the glovebox or other vehicle console) and place the case out of plain view from the exterior of the vehicle. The vehicle must also be locked. No storage shall occur overnight or outside of regular work hours.
3. An employee who stores a concealed handgun in a vehicle owned by the employee (or any other person with the consent of the owner) in a parking lot owned or controlled by the County of Beaufort during the course of employment must place the handgun out of plain view from the exterior of the vehicle.
4. The County of Beaufort assumes no responsibility for an employee's loss of handgun and the employee specifically waives any and all actions against the County of Beaufort for any such loss.

Threatening or Violent Behavior in the Workplace

The mere act of carrying a concealed handgun shall not be construed as a violent, threatening, or intimidating act on the part of the employee. Nothing in this policy shall be construed to support or permit violence, threatening, or intimidating behaviors related to the possession of a concealed handgun. Threatening and/or intimidating behaviors may include, but are not limited to, intentionally displaying a concealed handgun to any person, referring to the concealed handgun, or referring to a handgun not on the employee's person, with the intent to implicitly or explicitly threaten and/or intimidate another person. Any such actions will be addressed through the County of Beaufort's Personnel Policy and may result in disciplinary action up to and including dismissal from employment. The County of Beaufort further reserves the right to refer any such actions to the appropriate law enforcement agency for investigation and action.

Additional notification requirement to be included under General Provisions:

1. Any County employee exercising their right to carry a concealed handgun at work must make prior notification to his/her supervisor of their intent to carry a concealed handgun at work and provide a copy of the concealed handgun permit to their supervisor. The supervisor shall inform the County Manager in writing by the next working day of such notification by the employee and provide a copy of the concealed handgun permit to the County Manager. The concealed handgun permit provided shall be made part of the employee's personnel file and shall remain confidential.

Section 25 Weapons in the Workplace

Prohibited Weapon: For the purpose of this policy, a prohibited weapon includes any device or other implement designed principally, or which may be used, for the infliction of bodily injury or death, including without limitation any gun, firearm, or other device principally designed, made or adapted for shooting a projectile; ammunition, firecrackers, or any other explosive weapon, ~~including~~ excluding a handgun and ammunition for which an individual possesses a valid permit. (See additional policy regarding the concealed carrying of a handgun by an employee.) This policy does not apply to implements or devices, such as hand tools or kitchen implements which are designed and commonly used for a purpose other than the infliction of bodily injury and which have been brought onto County property and are being used there for an intended and lawful purpose.

The County prohibits any person entering Beaufort County property, including but not limited to employees, customers, vendors, visitors, or other persons, from possessing any prohibited weapon, except as shall be required for performance of a person's job duties and as specifically authorized by Beaufort County. The County prohibits the use, possession, or sale of any prohibited weapon on County property and the storage of any prohibited weapon in a desk, cabinet, vehicle, lunch box, bag, purse, or other repository owned or leased by the County. Any employee who has knowledge that any person has possession of a prohibited weapon on Beaufort County property should immediately report the fact to their Department Head or the Human Resources Director.

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Discussion

Presenter: James Madson, Public Health Director

Agenda Title: Covid-19 Update

Summary of Information: A Health Department representative will give an update on the Covid-19 response/status.

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: James Madson, Public Health

Agenda Title: Health Department Kate B Reynolds Grant

Summary of Information: Beaufort County Health Department would like Board approval to apply for a Kate B Reynolds Grant. This grant opportunity is a 3-year grant, up to $175,000/year to address substance abuse and behavioral health issues in the County. There is no county match required.

Submitter Recommendations/Motions: It is recommended to approve the Health Department to apply for the Kate B Reynolds grant.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: James Madson, Public Health

Agenda Title: Jail Health Electronic Medical Records

Summary of Information: Beaufort County Health Department would like approval to purchase CorEMR for the Beaufort County Detention Center jail health program.

CorEMR features and benefits:

1. Electronic Medical Record specific for correctional facilities
2. HIPAA compliant and Meaningful Use ONC Certified
3. Improves workflow and accuracy
4. Improves surveillance, infection control, and communications
5. Improves access to inmate medical information across medical personnel and designated detention officers
6. Ability to generate management reports

Beaufort County Health Department will purchase CorEMR with COVID-19 Enhancing Detection Activities funding. Purchase price for the system is $33,400 and hardware costs are estimated at $9,600.

Submitter Recommendations/Motions: Staff recommends approving the purchase of CorEMR.

Attachments:
1. Quote

CorEMR
Electronic Medical Records

EMR Proposal

A Budgetary Proposal for an Electronic Health Records System for the Beaufort County Sheriff's Office

Attention: Sara Graham

March 23, 2021 - Version 3.0

Proprietary Notice

© 2021 CorEMR, Inc. All rights reserved. The ideas and designs set forth in this proposal are the sole property of CorEMR and are not to be disseminated, distributed, discussed, or otherwise conveyed to third persons without the express written permission of CorEMR LC.

CorEMR Costs

CorEMR includes two fees associated with our Electronic Medical Record System. The first is a one-time implementation and Set-up fee and the second is a monthly service and support fee. What is included in each of these fees is outlined below:

One-Time Implementation and Set-up Fee - $25,000 - $5,000.00 (Existing JMS interface) = $20,000.00

- **Installation** – We install the **CorEMR** software onto your server and ensure it is working properly on your network. Database setup.
- **Training** – **CorEMR** has experienced staff members who are able to provide effective online training to your medical staff to quickly familiarize them with the **CorEMR** system.
- **Customized Forms/Protocols** – **CorEMR** staff will take your existing forms (screening forms, medical forms, exam forms, etc.) and transform them to electronic format for use on our system. Other templates and pre-built forms are also available.
- **Site Configuration** - This includes, but is not limited to setting up task categories, Medication distribution schedules (electronic MAR), Users and password groups, Drug List, Problem list, form triggers, and Medication macro's.
- **Offender Management System Integration** **CorEMR** will work with your facility's OMS to integrate inmate demographic information into **CorEMR.** This will automatically create medical charts for new inmates, previous inmates, record housing location changes and booking status.
- **Pharmacy Integration** – **CorEMR** will integrate with the pharmacy to ensure online ordering and medication check-in capabilities.

Optional Laboratory Integration (BioReference, Garcia, Lab Corp, Quest) - $2,500.00

Optional Radiology Integration - $2,500.00

Additional Integrations (optional) - $5,000
Any additional integration such as labs or x-ray will be an additional $5,000 per integration.

Custom Programming Requests
If your facility requires additional custom programming, the fee will be $150/hour (with a minimum of 1 hour per instance).

Optional On-site Support/Training – $6,000.00

Upon request, **CorEMR** will provide additional on-site training and/or support. The cost for this is $1,500 per **CorEMR** representative per day, plus expenses. Training days are to be consecutive.

Offender Manage System Integration Support
After the initial integration is established, if your facility's Jail Management system changes and/or **CorEMR** technical representative are required to edit/modify the upgraded/changed integration, **CorEMR** will charge $150 per hour with a minimum of 1 hour to re-establish communication between the two systems.

Monthly Service and Support Fee – $200.00 / Month based on 85 ADP

- **24/7 Tech Support – CorEMR** has a highly rated support staff whose main concern is the customer. CorEMR uses an e-mail, telephone and on-call system to provide the highest level of customer support.
- **CorEMR Software License** – The monthly service fee pays for a license to the CorEMR software. This software was built specifically for corrections and is unmatched in the industry.
- **Future CorEMR Product Enhancements – CorEMR** is always listening to our customers and enhancing our product to better meet their needs. All upgrades, product enhancements, and feature improvements are included in the monthly service fee. Online training for existing products and upgrade products are also included.

The monthly service and support fee is based solely on the number of inmates per day. Because the average daily population (ADP) of each facility fluctuates, **CorEMR** would simply negotiate with the facility an estimated ADP for the year and would re-calculate this number on an annual basis.

Cost Proposal Summary

Quantity	Description	Unit Costs	Extended Costs
	SOFTWARE		
1	System Set-up Fee (with Discount)	$20,000.00	$20,000.00
	System Installation		
	On-Line Training		
	Forms Customization		
	Site Configuration		
	Pharmacy Interface		
	Jail Management Interface		
1	Laboratory Integration (optional)	$2,500.00	$2,500.00
1	Radiology Integration (optional)	$2,500.00	$2,500.00
4	Days On-Site Training** (optional)	$1,500.00	$6,000,00
12	Monthly License Fee	$200.00	$2,400.00
	Total 1st Year Costs		**$33,400.00**
	Total Subsequent Year Costs		**$2,400.00**

This proposal is good for Ninety (90) Days starting from April 1, 2021.

Hardware is not included in this proposal. Estimated Harware Pricing is provided as a reference only to assist the facility with budgetary support.

Please contact me if you have any further questions. **Prices quoted are negotiable based upon your operating budgets and needs.** We want to make this a realistic project for you. We look forward to working with your facility.

Mark L. Bodenschatz
National Sales Director
801-225-0317 x111
mbodenschatz@coremr.com

Estimated Hardware Pricing

Hardware Costs					
Dell R515 Rack Mount Server		1	$6,200.00		$6,200.00
Dell Laptops		2	$800.00		$1,600.00
Symbol LS2208 Barcode Scanner		1	$200.00		$200.00
Topaz LCD 1X5 T-L462-HSB-R Signature Pad		2	$350.00		$700.00
Fujitsu fi-7160 Document Scanner		1	$900.00		$900.00
Total Hardware Costs					**$9,600.00**

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Discussion

Presenter: Anita Radcliffe, Finance Director

Agenda Title: Finance Report

Summary of Information: At the request of Commissioner Rebholz, the County Finance Officer will present financial information to the Board of Commissioners.

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: April 5, 2021

Agenda Section: Item for Decision

Presenter: Anita C. Radcliffe, Chief Financial Officer
Ted Cole, Senior Vice President - Davenport & Company, LLC
Bob Jessup, Public Finance Attorney – Sandford Holshouser, LLP

Agenda Title: Refinancing of General Obligation School Refunding Bonds, Series 2012, Series 2015, & Series 2017

Summary of Information: Davenport & Company, LLC (Davenport) on behalf of the County, issued a Request for Proposals (RFP) the week of February 22, 2021 to over 50 national, regional, and local, lending institutions to see if refinancing the County's General Obligation School Refunding Bonds (Series 2012, Series 2015, and Series 2017 would generate savings for the County. A summary of the process and the RFP responses is attached. Mr. Ted Cole, Senior Vice President with Davenport is serving as financial advisor to the County and is here tonight to review the summary of key terms and conditions of the responses as well as answer any questions from the Board.

Mr. Bob Jessup, a Public Finance Attorney with Sandford Holshouser, LLP, is serving as bond counsel for the County and is present tonight to review the following documents required to move forward with refinancing the General Obligation Refunding Bonds Series 2012, Series 2015, and Series 2017.

1. "Preliminary Resolution in Support of GO Refunding Application, Resolution Supporting an Application to the Local Government Commission for Its Approval of County General Obligation Refunding Bonds in an Estimated Amount of up to $10,000,000"

2. "Bond Oder Authorizing the Issuance of General Obligation Refunding Bonds in the Maximum Amount of $10,000,000"

The Finance Officer has completed, signed, and filed with the County Clerk the following required legal documents ahead of tonight's meeting at the direction of bond counsel.

3. "Sworn Statement of Debt"

4. "Statement of Estimated Interest"

Submitter Recommendations/Motions: Approve the "Preliminary Resolution in Support of GO Refunding Application, Resolution Supporting an Application to the Local Government Commission for Its Approval of County General Obligation Refunding Bonds in an Estimated Amount of up to $10,000,000" and the Bond Oder Authorizing the Issuance of General Obligation Refunding Bonds in the Maximum Amount of $10,000,000".

DAVENPORT PUBLIC FINANCE

Davenport Public Finance

Independence Center
101 N. Tryon Street
Suite 1220
Charlotte, NC 28246

To	Beaufort County, North Carolina
From	Davenport & Company LLC
Date	April 5, 2021
Subject	General Obligation Refunding Bonds, Series 2021A&B

Background

Davenport & Company LLC ("Davenport"), on behalf of Beaufort County, NC (the "County"), distributed a Request for Proposals ("RFP") to secure a commitment for a direct bank loan evidenced by General Obligation Refunding Bonds (Series 2021A and Series 2021B) to advance refund some or all of the County's outstanding General Obligation Refunding Bonds, Series 2012 and Series 2017 (refunded by Series 2021A) and currently refund the County's outstanding General Obligation Refunding Bond, Series 2015 (refunded by Series 2021B).

The RFP was distributed to over 50 National, Regional, and Local lending institutions. After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

As part of the RFP process, responding institutions were asked to provide Taxable interest rates for the Series 2021A Bond and Tax-Exempt interest rates for the Series 2021B Bond. The County also requested a "Cinderella" Option for the Series 2021A, which would allow the County to convert the Taxable interest rate to a Tax-Exempt interest rate on or about April 1, 2022 (the latter call date between the Series 2012 and Series 2017 Bonds) if certain provisions are met.

RFP Responses

Through this process, the County was able to secure eight responses to the RFP, including:

1. Capital One Public Funding, LLC ("Capital One")
2. First Bank
3. First Internet Bank ("FIB")
4. JP Morgan Chase Bank, N.A. ("Chase")
5. Key Government Finance, Inc. ("Key")
6. Pinnacle Public Finance, Inc. ("Pinnacle")
7. Truist Bank ("Truist")
8. Wells Fargo

The following pages contain a summary of the key terms and conditions for the responses received.

Discussion Points

1. Interest Rate

A summary of the interest rates proposed by the eight bidders is outlined in Table 1 below. Once locked-in with the lenders, all interest rates are fixed through final maturity.

Table 1: Summary of Interest Rates

	A	B		C
	Series	2021A		2021B
	Tax Status	Taxable	Cinderella Tax-Exempt	Tax-Exempt
1	Capital One Public Funding, LLC	1.80%	1.35%	1.15%
2	First Bank	-	-	1.39%
3	First Internet Bank	2.85%	-	2.15%
4	JP Morgan Chase Bank, N.A.	1.81%	-	1.34%
5	Key Government Finance, Inc.	1.48%	1.17%	1.23%
6	Pinnacle Public Finance	2.68%	-	1.92%
7	Truist Bank	1.81%	BQ: 1.43% NBQ: 1.49%	1.25%
8	Wells Fargo[1]	Option 1: 1.61% Option 2: 1.66%	1.42%	1.30%

Note: The rates provided by JP Morgan Chase and Wells Fargo are indicative based upon market conditions as of March 23, 2021. The actual rate of interest will be set by mutual agreement between the Bank and the County upon receipt of signed Proposal.

[1] If the County elects to pursue the Cinderella Option with Wells Fargo, the rate would be subject to make-whole redemption (the "Option 1" rate).

The remainder of this memo will focus on the Capital One, Key and Truist Proposals, which provide the lowest interest rate options for the 2021A&B GO Bonds.

2. Prepayment Provisions

Prepayment provisions offered by the lending institutions are shown in Table 2 below.

Table 2: Summary of Prepayment Provisions

Lender	Prepayment Provisions
Capital One	2021A (Taxable): No call until 11/1/2025, then callable in whole at par on any payment date. 2021A (Cinderella): COPF shall select the call option of either (i) Callable in whole at 102% on 11/01/25 and par thereafter or (ii) Callable in whole on 11/01/26, and thereafter at par. 2021B: No call until 11/1/2024, then callable in whole at par on any payment date.
Key	Prepayable in whole or in part at any time with a 1% prepayment penalty in the first year and at par thereafter.
Truist	Prepayable in whole at any time without penalty.

3. Lender Closing Fees

Lender closing fees required by the lending institutions are shown in Table 3 below.

Table 3: Summary of Bank Closing Fees

Lender	Bank Closing Fees
Capital One	$0
Key	$0
Truist	Series 2021A: $5,900 Series 2021B: $5,900

4. Estimated Savings

A summary comparison of the estimated savings for the Capital One, Key and Truist proposals is shown below in Table 4. The preliminary estimated savings shown anticipates funding the related cost of issuance.

Table 4: Summary of Estimated Savings ($)

	Capital One	Key	Truist
Without Tax Exempt Conversion for 2021A			
2021A (Taxable)	216,384	304,931	202,855
2021B	48,585	41,977	35,182
Total Savings	**264,969**	**346,908**	**238,037**
NPV Savings	212,850	297,890	190,068
NPV % Savings	2.24%	3.13%	2.00%
Average Annual Savings	37,853	49,558	34,005
With Tax Exempt Conversion for 2021A			
2021A (Cinderella)	296,509	354,725	255,136
2021B	43,272	36,950	30,154
Total Savings	**339,780**	**391,674**	**285,290**
NPV Savings	292,129	346,833	240,283
NPV % Savings	3.07%	3.65%	2.53%
Average Annual Savings	48,540	55,953	40,756

Recommendation

Based upon our review of the proposals, related analyses, and discussions with County Staff, Davenport recommends that the County select the Key proposal. Key provided the lowest combined interest rate for the two series and generates the highest combined level of savings while providing flexibility to prepay/refinance at any time, if desired.

Next Steps

April 5th	Board of County Commissioners Meeting – Board considers selecting winning bidder, adopting a Preliminary Findings Resolution and adopting a Bond Order.
After April 5th	Publish Bond Order (start of 30 day notice period).
May 3rd	Board of County Commissioners Meeting – Board considers adopting a Final Resolution.
May 4th	LGC considers approving the financing.
By May 19th	Deadline to Close on the 2021A&B Bonds.

April 5, 2021

Appendix

Bid Summary Presentation

2021 GO Bonds – Bid Summary

Beaufort County, North Carolina

March 25, 2021

DAVENPORT 1863
PUBLIC FINANCE

Overview of Potential Refunding Candidates

	A	B	C	D	E	F	G	H
	General Obligation Bonds							
	Series	Lender/Market	Maturities Refunded	Par Refunded	Coupon Range	Call Date	Call Price	Refunding Tax Designation
1	2012 GO Refunding Bonds	Public	4/1/2023 - 4/1/2028	$ 4,680,000	3.000% - 4.000%	4/1/2022	100%	Taxable
2	2015 GO Refunding Bonds	Carter Bank	11/1/2021 - 11/1/2026	2,712,000	2.150%	Current	100%	Tax-Exempt
3	2017 GO Refunding Bonds	Pinnacle Public Finance	2/1/2023 - 2/1/2028	2,122,000	2.220%	2/1/2022	100%	Taxable
4	Total			$ 9,514,000				

Summary of Interest Rates

A	B	C	D	E
Lender	Call Provisions	Series A (Taxable)	Series A Cinderella Rate (Tax-Exempt)	Series B (Tax-Exempt)
1 Capital One Public Funding, LLC	-Taxable: No call until 11/1/2025, then callable in whole at par on any payment date. -Taxable (Cinderella): COPF shall select the call option of either (i) Callable in whole at 102% on 11/01/25 and par thereafter or (ii) Callable in whole on 11/01/26, and thereafter at par. -Tax-Exempt: No call until 11/1/2024, then callable in whole at par on any payment date.	1.80%	1.35%	1.15%
2 First Bank	-Prepayable in whole or in part at any time without penalty.	-	-	1.39%
3 First Internet Bank	-Callable at par on any date on or after 11/1/2023.	2.85%	-	2.15%
4 JP Morgan Chase Bank, N.A.	-No call option.	1.81%	-	1.34%
5 Key Government Finance, Inc.	-Prepayable in whole or in part with a 1% prepayment penalty in the first year and at par thereafter.	1.48%	1.17%	1.23%
6 Pinnacle Public Finance	-Taxable: No call until 11/1/2024, then callable in whole with a 2% prepayment penalty on any date. -Tax-Exempt: No call until 11/1/2023, then callable in whole with a 2% prepayment penalty on any date.	2.68%	-	1.92%
7 Truist Bank	-Prepayable in whole at any time without penalty.	1.81%	BQ: 1.43% NBQ: 1.49%	1.25%
8 Wells Fargo[1]	-Taxable (Option 1): Subject to make-whole redemption. -Taxable (Option 2): No call until 4/1/2024, then callable at par on any date. -Tax-Exempt: Subject to make-whole redemption.	Option 1: 1.61% Option 2: 1.66%	1.42%	1.30%

Note: The rates provided by JP Morgan Chase and Wells Fargo are indicative based upon market conditions as of March 23, 2021. The actual rate of interest will be set by mutual agreement between the Bank and the County upon receipt of signed Proposal.

[1] If the County elects to pursue the Cinderella Option with Wells Fargo, the rate would be subject to make-whole redemption (the "Option 1" rate).

Summary of Bids

Bank Proposals

	A Lender	B Capital One Public Funding LLC	C Key Government Finance, Inc.	D Truist Bank
1	Interest Rate			
	2021A (Taxable)	1.80%	1.48%	1.81%
	2021A (Cinderella Tax-Exempt)	1.35%	1.17%	BQ: 1.43% NBQ: 1.49%
	2021B (Tax-Exempt)	1.15%	1.23%	1.25%
2	Prepayment Language	-2021A: No call until 11/1/2025, then callable in whole at par on any payment date. -2021B: No call until 11/1/2024, then callable in whole at par on any payment date.	-Prepayable in whole or in part with a 1% prepayment penalty in the first year and at par thereafter.	-Prepayable in whole at any time without penalty.
3	Acceptance / Rate Expiration	April 6th / May 19th	March 30th / May 19th	n/a / May 22nd
4	Bank Fees	$0	$0	2021A: $5,900 2021B: $5,900
5	Credit Approval	Subject to Final Approval	Subject to Final Approval	Subject to Final Approval
6	Lender's Counsel	Not specified	Kutak Rock LLP (Andrew Romshek & Bradley Nielsen)	Not specified
7	Other Considerations	-Lender will require customary conditions precent with respect to conversion to a Tax-Exempt rate for the 2021A Bonds. -Upon request, as soon as available, the Borrower shall send COPF a copy of its audited financial statements as of the end of the fiscal year. -COPF may require and request reasonable and customary information relevant to the Borrower's credit quality and the source of repayment.	-Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year throughout the term of the financing. -Lender must provide a COVID-19 Pandemic financial impact commentrary on operations and plan of action(s).	-The financing shall be fully funded at closing and allow for a maximum of four funding disbursements in the form of wires or checks. -Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year throughout the term of the financing. -For the tax exempt conversion to take place, the County must produce the necessary documents to satisfy Truist's standards at the time. -Lender shall also require the Borrower to provide an unqualified bond counsel opinion, a no litigation certificate, and evidence of IRS Form 8038 filing.

Debt Service Comparison (No Cinderella Conversion)

Capital One, Key Government Finance, Truist Bank

	A	B	C	D	E	F	G	H	I	J
		Capital One Public Funding			Key Government Finance			Truist Bank		
	Series	2021A	2021B	Total	2021A	2021B	Total	2021A	2021B	Total
	Tax Status	*Taxable*	*Tax-Exempt*		*Taxable*	*Tax-Exempt*		*Taxable*	*Tax-Exempt*	
	Refunding Type	*Advance*	*Current*		*Advance*	*Current*		*Advance*	*Current*	
1	**Sources:**									
2	Par Amount*	$ 7,070,000	$ 2,745,000	$ 9,815,000	$ 7,070,000	$ 2,745,000	$ 9,815,000	$ 7,080,000	$ 2,750,000	$ 9,830,000
3	Total Sources	$ 7,070,000	$ 2,745,000	$ 9,815,000	$ 7,070,000	$ 2,745,000	$ 9,815,000	$ 7,080,000	$ 2,750,000	$ 9,830,000
4										
5	**Uses:**									
6	Refunding Escrow Deposits - Cash Deposit*	$ 1.33	$ 2,714,915.40	$ 2,714,916.73	$ 1.33	$ 2,714,915.40	$ 2,714,916.73	$ 1.33	$ 2,714,915.40	$ 2,714,916.73
7	Refunding Escrow Deposits - SLGS Purchases*	7,009,054	-	7,009,054	7,009,054	-	7,009,054	7,009,054	-	7,009,054
8	Cost of Issuance*	64,829	25,171	90,000	64,829	25,171	90,000	64,822	25,178	90,000
9	Bank Fees	-	-	-	-	-	-	5,900	5,900	11,800
10	Additional Proceeds*	(3,885)	4,914	1,029	(3,885)	4,914	1,029	223	4,007	4,229
11	Total Uses	$ 7,070,000	$ 2,745,000	$ 9,815,000	$ 7,070,000	$ 2,745,000	$ 9,815,000	$ 7,080,000	$ 2,750,000	$ 9,830,000
12										
13	**Bond Statistics:**									
14	All-In True Interest Cost*	2.051%	1.480%	1.922%	1.730%	1.560%	1.691%	2.083%	1.657%	1.987%
15	True Interest Cost*	1.800%	1.150%	1.654%	1.480%	1.230%	1.423%	1.810%	1.250%	1.684%
16	Closing Date*	5/19/2021	5/19/2021	5/19/2021	5/19/2021	5/19/2021	5/19/2021	5/19/2021	5/19/2021	5/19/2021
17	First Interest Payment	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021
18	First Principal Payment	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021
19	Final Maturity	11/1/2027	11/1/2026	11/1/2027	11/1/2027	11/1/2026	11/1/2027	11/1/2027	11/1/2026	11/1/2027
20										
21	**Refunding Statistics:**									
22	Gross Savings*	$ 216,384	$ 48,585	$ 264,969	$ 304,931	$ 41,977	$ 346,908	$ 202,855	$ 35,182	$ 238,037
23	NPV Savings ($)*	$ 162,083	$ 50,768	$ 212,850	$ 252,817	$ 45,073	$ 297,890	$ 152,674	$ 37,394	$ 190,068
24	NPV Savings (% of Refunded Par)*	2.383%	1.872%	2.237%	3.717%	1.662%	3.131%	2.245%	1.379%	1.998%
25	Average Annual Savings ($)*	$ 30,912	$ 8,098	$ 37,853	$ 43,562	$ 6,996	$ 49,558	$ 28,979	$ 5,864	$ 34,005
26										
27	**FY Cash Flow Savings*:**									
28	6/30/2022	$ 30,101	$ 6,084	$ 36,185	$ 41,572	$ 9,163	$ 50,735	$ 29,261	$ 8,631	$ 37,891
29	6/30/2023	30,393	8,025	38,418	46,034	6,349	52,383	29,573	5,882	35,455
30	6/30/2024	31,145	6,550	37,696	42,948	5,251	48,199	25,493	4,878	30,370
31	6/30/2025	31,836	10,083	41,919	44,844	9,149	53,993	31,348	3,899	35,247
32	6/30/2026	31,421	7,633	39,054	40,685	7,055	47,740	31,050	6,925	37,975
33	6/30/2027	27,371	10,211	37,582	42,905	5,010	47,916	27,115	4,967	32,082
34	6/30/2028	34,115	-	34,115	45,941	-	45,941	29,015	-	29,015
35	Total Cash Flow Savings:	$ 216,384	$ 48,585	$ 264,969	$ 304,931	$ 41,977	$ 346,908	$ 202,855	$ 35,182	$ 238,037

*Preliminary and subject to change.

Debt Service Comparison (With Cinderella Conversion)

Capital One, Key Government Finance, Truist Bank

	A	B	C	D	E	F	G	H	I	J
		Capital One Public Funding			Key Government Finance			Truist Bank		
	Series	2021A	2021B	Total	2021A	2021B	Total	2021A	2021B	Total
	Tax Status	*Taxable / Cinderella Tax-Exempt*	*Tax-Exempt*		*Taxable / Cinderella Tax-Exempt*	*Tax-Exempt*		*Taxable / Cinderella Tax-Exempt*	*Tax-Exempt*	
	Refunding Type	*Advance*	*Current*		*Advance*	*Current*		*Advance*	*Current*	
1	**Sources:**									
2	Par Amount*	$ 7,085,000	$ 2,750,000	$ 9,835,000	$ 7,085,000	$ 2,750,000	$ 9,835,000	$ 7,095,000	$ 2,755,000	$ 9,850,000
3	Total Sources	$ 7,085,000	$ 2,750,000	$ 9,835,000	$ 7,085,000	$ 2,750,000	$ 9,835,000	$ 7,095,000	$ 2,755,000	$ 9,850,000
4										
5	**Uses:**									
6	Refunding Escrow Deposits - Cash Deposit*	$ 1.33	$ 2,714,915.40	$ 2,714,916.73	$ 1.33	$ 2,714,915.40	$ 2,714,916.73	$ 1.33	$ 2,714,915.40	$ 2,714,916.73
7	Refunding Escrow Deposits - SLGS Purchases*	7,009,054	-	7,009,054	7,009,054	-	7,009,054	7,009,054	-	7,009,054
8	Cost of Issuance*	79,243	30,758	110,000	79,243	30,758	110,000	79,234	30,767	110,000
9	Bank Fees	-	-	-	-	-	-	5,900	5,900	11,800
10	Additional Proceeds[1]	(3,298)	4,327	1,029	(3,298)	4,327	1,029	811	3,418	4,229
	Total Uses	$ 7,085,000	$ 2,750,000	$ 9,835,000	$ 7,085,000	$ 2,750,000	$ 9,835,000	$ 7,095,000	$ 2,755,000	$ 9,850,000
	Bond Statistics:									
14	All-In True Interest Cost*	1.759%	1.553%	1.712%	1.545%	1.633%	1.565%	1.891%	1.731%	1.855%
15	True Interest Cost*	1.454%	1.150%	1.385%	1.241%	1.230%	1.239%	1.564%	1.250%	1.493%
16	Closing Date[1]	5/19/2021	5/19/2021	5/19/2021	5/19/2021	5/19/2021	5/19/2021	5/19/2021	5/19/2021	5/19/2021
17	First Interest Payment	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021
18	First Principal Payment	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021
19	Cinderella Conversion Date*	4/1/2022	-	-	4/1/2022	-	-	4/1/2022	-	-
20	Final Maturity	11/1/2027	11/1/2026	11/1/2027	11/1/2027	11/1/2026	11/1/2027	11/1/2027	11/1/2026	11/1/2027
21										
22	**Refunding Statistics:**									
23	Gross Savings*	$ 296,509	$ 43,272	$ 339,780	$ 354,725	$ 36,950	$ 391,674	$ 255,136	$ 30,154	$ 285,290
24	NPV Savings ($)*	$ 246,457	$ 45,672	$ 292,129	$ 307,117	$ 39,716	$ 346,833	$ 208,276	$ 32,008	$ 240,283
25	NPV Savings (% of Refunded Par)*	3.623%	1.684%	3.071%	4.515%	1.464%	3.645%	3.062%	1.180%	2.526%
26	Average Annual Savings ($)*	$ 42,358	$ 7,212	$ 48,540	$ 50,675	$ 6,158	$ 55,953	$ 36,448	$ 5,026	$ 40,756
27										
28	**FY Cash Flow Savings*:**									
29	6/30/2022	$ 37,436	$ 6,029	$ 43,465	$ 53,102	$ 4,135	$ 57,237	$ 35,835	$ 3,602	$ 39,437
30	6/30/2023	43,991	7,967	51,958	50,608	6,349	56,957	39,838	5,882	45,720
31	6/30/2024	44,410	6,493	50,903	53,833	5,251	59,084	36,949	4,878	41,827
32	6/30/2025	39,847	10,025	49,873	47,097	9,149	56,246	34,076	3,899	37,975
33	6/30/2026	44,235	7,575	51,810	49,369	7,055	56,424	40,109	6,925	47,034
34	6/30/2027	44,976	5,182	50,159	48,063	5,010	53,074	32,517	4,967	37,485
35	6/30/2028	41,613	-	41,613	52,652	-	52,652	35,812	-	35,812
36	Total Cash Flow Savings:	$ 296,509	$ 43,272	$ 339,780	$ 354,725	$ 36,950	$ 391,674	$ 255,136	$ 30,154	$ 285,290

*Preliminary and subject to change.

Financing Schedule

Date	Task
March 25th at 9:00am	▪ Conference call to discuss bids and determine a recommended winning bidder: - Dial in: 202-860-2110 - Code: 132 294 0788
March 26th	Agenda deadline for April 5th Board of Commissioners Meeting
Early April	Submit LGC Refunding Letter Application
April 5th	Board of County Commissioners Meeting ▪ County Board considers adopting a Findings Resolution ▪ County Board considers adopting a Bond Order ▪ County Board considers selecting winning bidder
After April 5th	Publish Bond Order (start of 30 day notice period)
April 23rd	Agenda deadline for May 3rd County Board Meeting
May 3rd	Board of County Commissioners Meeting ▪ County Board considers adopting a Final Resolution
May 4th	LGC considers approving the financing
By May 19th	Close on Financing

Municipal Advisor Disclosure

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

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Preliminary resolution in support of GO refunding application

Resolution supporting an application to the Local Government Commission for its approval of County general obligation refunding bonds in an estimated amount of up to $10,000,000

WHEREAS --

Beaufort County has determined that the County can save money by refunding some of the County's outstanding general obligation bonds that were originally issued in 2012, 2015, and 2017.

North Carolina law requires that the County's issuance of the refunding bonds be approved by the North Carolina Local Government Commission (the "LGC"), a division of the North Carolina State Treasurer's office.

THEREFORE, BE IT RESOLVED **by the Board of Commissioners of Beaufort County, North Carolina,** that the County makes a preliminary determination to refinance the old bonds by issuing up to $10,000,000 of general obligation refunding bonds, and that the County requests that the LGC approve the issuance of the refunding bonds.

BE IT FURTHER RESOLVED **as follows:**

(a) The Board directs the County Manager, the Finance Officer and all other County representatives to take all appropriate steps toward the completion of the financing, including completing an application to the LGC for its approval of the refunding bonds. The final issuance of the bonds in any

event is subject to the LGC's approval and this Board's subsequent approval.

(b) The County requests that the LGC provide for the sale of the bonds at a private sale.

(c) The Board directs all County officers and employees to take all such further action as they may consider appropriate in furtherance of the purposes of this resolution. The Board ratifies all prior actions taken toward accomplishing these purposes.

(d) This resolution takes effect immediately.

Bond Order for Refunding Bonds

Bond Order Authorizing the Issuance of General Obligation Refunding Bonds in the Maximum Amount of $10,000,000

WHEREAS –

Beaufort County has determined that refinancing a portion of the County's outstanding general obligation bonds could provide savings to the County. The County has applied to the North Carolina Local Government Commission for its approval of the issuance of County bonds to carry out the refinancing, and the LGC has accepted the County's application.

BE IT ORDERED by the Board of Commissioners of Beaufort County, North Carolina, as follows:

1. There are hereby ordered to be issued general obligation refunding bonds of the County to provide for the refinancing of a portion of the County's outstanding general obligation bonds, including the payment of related financing costs. In particular, the bonds to be refunded may include all or any portion of the County's general obligation bonds, including general obligation refunding bonds, that were originally issued in 2012, 2015, and 2017.

2. The maximum aggregate principal amount of the bonds issued for such purpose will be $10,000,000.

3. Taxes will be levied in an amount sufficient to pay the principal of and interest on the bonds so issued, unless other funds (such as utility

funds) are available and appropriated in amounts sufficient to provide for the payments.

4. A sworn statement of debt prepared by the County's Finance Officer has been filed with the Clerk to the Board of Commissioners and is available for public inspection.

5. This Bond Order takes effect immediately.

Statement of Estimated Interest

The undersigned Finance Officer for Beaufort County, North Carolina, states as follows:

1. In my role as Finance Officer I am filing this Statement of Estimated Interest with respect to the County's general obligation refunding bonds to be authorized by a Bond Order to be considered by the County's governing Board of Commissioners on April 5, 2021. I am making this Statement in accordance with the requirements of Section 159-55(b) of the North Carolina General Statutes.

2. I estimate that the total amount of interest that will be paid on the bonds over the expected term of the bonds, if issued, is $425,000. This estimate is based on an estimated issue, size of $9,835,000, an all-in annual true interest cost of approximately 1.565% and a principal payment schedule that provides approximately level savings from the refunding over the term of the refunding bonds. The expected final payment date on the refunding bonds is November 1, 2027, which is the same as the bonds to be refunded. The estimate is preliminary, is for general informational purposes only, and may differ from the actual interest paid on the bonds. The County will in any event pay less interest on the refunding bonds, if issued, than on the outstanding bonds.

WITNESS my signature this 31 day of March, 2021.

Anita Radcliffe

Anita Radcliffe
Finance Officer
Beaufort County, North Carolina

The undersigned Clerk of the Board of Commissioners of Beaufort County, North Carolina, certifies that the foregoing is a true copy of a statement which was filed with me on March 31 2021, and that said statement is open to public inspection in my office.

Katie Mosher

Katie Mosher
Clerk, Board of Commissioners
Beaufort County, North Carolina

SWORN STATEMENT OF DEBT

For Beaufort County, North Carolina

I, Anita Radcliffe, being first duly sworn, do hereby state that I am the Finance Officer for Beaufort County, North Carolina, that I have been designated by the Board of Commissioners of Beaufort County, North Carolina, to make and file with the Clerk of the Board of Commissioners a sworn statement of debt, and that the following is the statement of debt for Beaufort County, North Carolina, as shown by the books in my office, prepared in accordance with, and made pursuant to the requirements of, Section 159-55 of the North Carolina General Statutes.

A. Gross Debt

1. Outstanding debt evidenced by bonds:

Purpose	Amount ($)
Limited Obligation Bonds (Water)	$31,215,000
GO Refunding Series 2012 (Schools)	5,480,000
GO Refunding Series 2015 (Schools)	2,712,000
GO Refunding Series 2017 (Schools)	2,492,000
Total	$ 41,899,000

2. Bonds authorized by orders introduced but not yet adopted:

Purpose	Amount ($)
Total	$ 0

3. Unissued bonds authorized by adopted orders:

Purpose	Amount ($)
Total	**$ 0**

4. Outstanding debt not evidenced by bonds:

Purpose	Amount ($)
USDA Loan (College Building)	$ 2,738,815
Installment Contract (Building)	145,108
Installment Contract (Energy Savings)	1,105,000
NC DENR Loans (Water)	1,650,000
Installment Contract (Water)	3,725,000
Total	$ 9,363,923

Total Gross Debt (sum of 1 through 4) $ 51,262,923

B. Deductions from Gross Debt

1. Funding and refunding bonds authorized by orders introduced but not yet adopted *("funding bonds" are bonds issued to provide money to pay a pre-existing obligation, such as a judgment against you in a lawsuit)*	$_____
2. Funding and refunding bonds authorized but not yet issued.	$_____

3. Amounts held in sinking funds or otherwise for the payment of any part of the principal of gross debt, other than debt incurred for water, gas, electric light or power purposes or sanitary sewer purposes (to the extent deductible under Section 159-55(b) of the General Statutes), or two or more of these purposes.	$_____
4. Bonded debt included in gross debt and incurred, or to be incurred, for water, gas or electric light or power purposes, or any two or more of such purposes.	$ 31,215,000
5. Bonded debt included in gross debt and incurred, or to be incurred, for sanitary sewer purposes (to the extent deductible under Section 159-55(b) of the General Statutes).	$_____
6. Uncollected special assessments levied for local improvements for which any part of gross debt (that is not otherwise deducted) was or is to be incurred, to the extent that the special assessments will be applied, when collected, to the payment of any part of the gross debt.	$_____
7. Estimate of special assessments to be levied for local improvements for which any part of gross debt (that is not otherwise deducted) was or is to be incurred, to the extent that the special assessments will be applied, when collected, to the payment of any part of the gross debt.	$_____

Total deductions (Sum of 1 through 7) **$ 31,215,000**

C. Net Debt, ***being the difference between Total Gross Debt (A) and Total Deductions (B).***	**$ 20,047,923**
D. Appraised Value of property subject to taxation, ***being the value from which the assessed value last fixed for taxation was computed, as revealed by County tax records and certified by the County Tax Assessor.***	$ 5,855,547,088
E. Percentage ***that Net Debt bears to the appraised value of property subject to taxation.***	.34%

WITNESS my signature this 30th day of March, 2021.

Anita C. Radcliffe

Anita Radcliffe
Finance Officer
Beaufort County, North Carolina

STATE OF NORTH CAROLINA
BEAUFORT COUNTY

Subscribed and sworn before me this 30th day of March, 2021.

Lisa A. White

Notary Public

[Seal]

LISA A. WHITE NOTARY PUBLIC BEAUFORT COUNTY, N. C.

My commission expires December 23, 2021

The undersigned Tax Assessor for Beaufort County, North Carolina, certifies that the assessed value last fixed for taxation for Beaufort County, North Carolina, as revealed by County tax records (before the application of any assessment ratio), is $ 5,855,547,088.

WITNESS my signature this 30th day of March, 2021.

Printed name: Lloyd Salter
Tax Assessor
Beaufort County, North Carolina

The undersigned Clerk of the Board of Commissioners of Beaufort County, North Carolina, certifies that the foregoing is a true copy of a statement which was filed with me on March 30, 2021, and that said statement is open to public inspection in my office.

Katie Mosher
Clerk, Board of Commissioners
Beaufort County, North Carolina

Beaufort County
Agenda Abstract

Meeting Date: 04/05/2021

Agenda Section: Item for Decision

Presenter: Anita C. Radcliffe, Chief Financial Office
Ted Cole, Senior Vice President - Davenport & Company, LLC
Bob Jessup, Public Finance Attorney – Sandford Holshouser, LLP

Agenda Title: Refiancing of the 2012 Limited Obligation Bonds

Summary of Information: At the March 1, 2021, the Board held a public hearing to take public comments concerning the proposed refinancing of an estimated $34,000,000 to refinance the County limited obligation bonds that the County originally issued in 2012 to refinance obligations of the County Water Districts and an estimated amount of $3,000,000 to refinance the County's obligations related to a community college building. The Board adopted a "Resolution Supporting Application to the Local Government Commission for Its Approval of a Financing Agreement(s) – Refinancing of the 2012 Limited Obligation Bonds and 2013 USDA Loan".

Mr. Ted Cole, Senior Vice President with Davenport & Company, LLC is serving as financial advisor to the County and is here tonight to provide the Board with a review of most recent market rates. In order to provide the most current information, a financial summary will be handed out on the night of the meeting.

Mr. Bob Jessup, Public Finance Attorney with Sanford Holshouser, LLP is serving as bond counsel for the County and is present tonight to review and answer questions related to the following documents required to finalize the Board's approval of the refinancing of the 2012 Limited Obligation Bonds.

1. "Resolution Providing Final Approval of Financing Terms and Documents – Refinancing of County Bonds for the Water Districts"
2. "Trust Agreement Draft"
3. "Escrow Agreement Draft"
4. "Bond Purchase Agreement Draft"
5. "Preliminary Official Statement"

Submitter Recommendations/Motions: Approve the "Resolution Providing Approval of Financing Terms and Documents – Refinancing of County Bonds for the Water Districts".

s☆h draft of March 23

TRUST AGREEMENT

by and between

BEAUFORT COUNTY, NORTH CAROLINA

and

REGIONS BANK, as Trustee

Relating to the execution and delivery of

[$34,000,000]
Taxable Limited Obligation Refunding Bonds
Series 2021

Dated as of May 1, 2021

THIS AGREEMENT (this "Agreement") is dated as of May 1, 2021, is between **BEAUFORT COUNTY, NORTH CAROLINA,** a North Carolina political subdivision (the "County"), and **REGIONS BANK,** an Alabama banking corporation, as trustee (the "Trustee"), and relates to the issuance of [$34,000,000] Limited Obligation Bonds (the "2021 Bonds").

RECITALS:

The County is issuing bonds pursuant to this Agreement to provide funds to be used, together with other available funds, on a project (the "Project") to refinance existing County obligations and to pay financing costs, all as described in Exhibit A. In accordance with the County's authority under Section 160A-20 of the North Carolina General Statutes, the County will secure its obligations under this Agreement and the Bonds by a security interest in the District Bonds (as defined in Exhibit A).

This Agreement provides for the issuance of the bonds, the County's obligation to pay the bonds, the security for the bonds, the County's obligation to care for the collateral and other related matters.

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

ARTICLE I

THE BONDS

Section 1.01. Provision for 2021 Bonds; Advance. (a) The County will issue, and the Trustee will authenticate and deliver, 2021 Bonds in an aggregate principal amount of [$34,000,000].

(b) The County will receive a total of $_____ (the "Amount Advanced") from the sale of the 2021 Bonds. The County will use the Amount Advanced as provided in this Agreement to pay Refinancing Costs and Financing Costs.

Section 1.02. Bonds Constitute Installment Contracts. Each of the Bonds, together with the County's corresponding obligations under this Agreement, constitutes a separate "installment contract" within the meaning of Section 160A-20 between the County and the owner of that Bond. The County's payment obligations, and its other obligations under this Agreement and with respect to the Bonds, are secured by the lien on the Security Property created under the Deed of Trust and by the other security provided for in this Agreement. The security for each Bond ranks on parity with the security for every other Bond.

Section 1.03. Form and Details; Payments. The 2021 Bonds will be designated "Taxable Limited Obligation Refunding Bonds, Series 2021," and will be in substantially the form of Exhibit C, with any changes as this Agreement permits or requires. The 2021 Bonds will be numbered R-1 upward for identification. The 2021 Bonds are payable as to interest semiannually until payment on each Payment Date at the following rates (calculated based on a 360-day year consisting of twelve 30-day months), and are payable as to principal on June 1 in the following years and amounts:

Maturity Date (June 1)	**Principal Amount ($)**	**Rate (%)**
To come.		

Exhibit C shows a schedule of payments due on the 2021 Bonds for each Payment Date. Upon any redemption of any 2021 Bonds, the County will recalculate the schedule of payments to reflect the redemption and will then deliver a substitute Exhibit C to the Trustee reflecting the recalculated payment schedule. The Trustee has no responsibility to confirm any recalculated payment schedule.

Section 1.04. Redemption Dates and Prices. The Bonds are subject to redemption as described in Section 2.01.

Section 1.05. Delivery of 2021 Bonds. The Trustee will authenticate and deliver the 2021 Bonds when the County has filed with or delivered to the Trustee all the following items:

(a) An original executed counterpart of this Agreement

(b) Certified copies of County Board resolutions approving a substantially final form of this Agreement, authorizing its execution and delivery, and approving the issuance of the 2021 Bonds

(c) Executed 2021 Bonds in the aggregate principal amounts, bearing interest at the rates, and payable as to principal and interest at the times and in the amounts as are provided in this Agreement

(d) A County Certificate directing the Trustee to authenticate and then deliver the 2021 Bonds to the person or persons named therein upon payment to the Trustee of a specified sum, and directing the Trustee as to the application of the Amount Advanced

(e) An Opinion of Bond Counsel to the effect that the issuance of the 2021 Bonds has been duly authorized by all necessary authorities

(f) Evidence that the LGC has approved the issuance of the 2021 Bonds

Section 1.06. Additional Bonds. The Company may provide for Additional Bonds to be issued under this Agreement to provide funds (a) to refund any Outstanding Bonds, (b) to pay financing costs or establish reserves in connection with the issuance of Additional Bonds, or (c) for any combination of these purposes.

The Trustee will authenticate and deliver Additional Bonds when the County has filed with or delivered to it all the following items:

(i) Certified copies of County Board resolutions approving the terms and conditions under which the Additional Bonds are to be issued and authorizing the execution of an amendment or supplement to this Agreement providing for the issuance of the Additional Bonds

(ii) Evidence that the LGC has approved the issuance of the Bonds and the related transactions (if that approval is then required by law)

(iii) An executed copy of an amendment or supplement to this Agreement providing for the issuance of the Additional Bonds, which must set forth the payment and redemption terms of the Additional Bonds, together with other appropriate terms

(v) A County Certificate directing the Trustee to authenticate and then deliver the Additional Bonds to the person or persons named therein upon payment to the Trustee of a specified sum, and directing the Trustee as to the application of proceeds from the sale of the Additional Bonds

(vi) An Opinion of Bond Counsel to the effect (A) that the issuance of the Additional Bonds is permitted under the terms of this Agreement and has been duly authorized, and (B) that the issuance of the Additional Bonds in itself will have no adverse effect on the exemption from Federal income tax to which interest on the Outstanding Bonds is entitled

The Trustee is not required to authenticate and deliver any Additional Bonds if any Event of Default under this Agreement is continuing.

Simultaneously with the delivery of the Additional Bonds, the proceeds (including any accrued interest) of the Additional Bonds will be applied as provided in the certificate described in (v) above.

After the execution and delivery of any Additional Bonds, they will be "Bonds" under this Agreement and subject to all its terms and conditions, except as may be provided in the supplement to this Agreement provided for in (iii) above. No consent of Owners is required to the issuance of Additional Bonds.

ARTICLE II

REDEMPTION

Section 2.01. Redemption Dates and Prices. The 2021 Bonds are subject to redemption only as provided in this Section.

(a) *Optional Redemption* – The 2021 Bonds maturing on or after June 1, 20____, are subject to redemption at the County's option, in whole or in part on any date on or after June 1, 20____, upon payment of the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

(b) *Mandatory Sinking Fund Redemption* -- The 2021 Bonds maturing on June 1, 20_____, are required to be redeemed in part prior to maturity pursuant to the terms of the sinking fund requirements of Section 2.05 at a redemption price equal to the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

The supplement to this Agreement providing for the issuance of any Additional Bonds will set out the terms and conditions for their redemption.

Section 2.02. Selection of 2021 Bonds for Redemption.

(a) If less than all the 2021 Bonds are to be redeemed pursuant to the provisions of subsection 2.01(a), they will be redeemed among maturities in any manner the County chooses.

(b) If less than all of the 2021 Bonds of any maturity are to be redeemed, the Trustee must select the 2021 Bonds to be redeemed by lot; provided, however, that so long as a book-entry system with DTC is used for determining beneficial ownership of 2021 Bonds, if less than all of the 2021 Bonds within a maturity are to be redeemed, the parties agree that DTC may determine which of the 2021 Bonds within the maturity are to be redeemed in accordance with DTC's then-current rules and procedures.

(c) In any case, (i) the portion of any 2021 Bond to be redeemed must be in the principal amount of $5,000 or some integral multiple thereof, and (ii) in selecting 2021 Bonds for redemption, each 2021 Bond will be considered as representing that number of 2021 Bonds which is obtained by dividing the principal amount of that 2021 Bond by $5,000. If a portion of a 2021 Bond is called for redemption, the County will prepare, and the Trustee will deliver, a new 2021 Bond of the same series in principal amount equal to the unpaid portion to the registered owner upon the surrender of the 2021 Bond.

Section 2.03. Redemption Notices. (a) The Trustee, at the County's direction, upon being satisfactorily indemnified with respect to expenses, and with at least two Business Days' notice, will send notice of redemption no less than 30 nor more than 60 days prior to the redemption date, as follows:

(i) With respect to any 2021 Bonds being called for redemption for which DTC or its nominee is the registered owner, to DTC, in whatever manner may be provided for under DTC's standard operating rules as then in effect (and if the Trustee is unable to determine those rules, by registered or certified mail, return receipt requested);

(ii) With respect to any 2021 Bonds for which no book-entry-only system of registration is in effect, to each of the registered owners of those 2021 Bonds at their addresses as shown on the Trustee's registration books, by registered or certified mail; and

(iii) In any case, both (A) to the MSRB for posting on the EMMA System and (B) to the LGC.

Notwithstanding anything to the contrary in this Agreement, the County acknowledges and agrees that the Trustee is not acting as the disclosure or dissemination agent for purposes of Rule 15c2-12 in connection with any notice to be posted with the MSRB via the EMMA System.

Failure to give any notice specified in (i) or (ii), as applicable, or any defect in that notice, will not affect the validity of any proceedings for the redemption of any 2021 Bonds with respect to which no failure has occurred. Failure to give any notice specified in (iii), or any defect in that notice, will not affect the validity of any proceedings for the redemption of any 2021 Bonds with respect to which the notice specified in (i) or (ii) is correctly given. Any notice mailed as provided in this Agreement will conclusively be presumed to have been given regardless of whether received by any Owner.

(b) Any redemption notice, except a notice given in respect of a mandatory sinking fund redemption, may state that the redemption to be effected is conditioned upon --

(i) the Trustee's receipt on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on the 2021 Bonds to be prepaid; or

(ii) any other condition not unacceptable to the Trustee.

If a notice contains a condition and the Trustee either (A) does not receive moneys sufficient to pay the principal of and premium, if any, and interest on the 2021 Bonds on or prior to the redemption date, or (B) the stated condition is not fulfilled, as evidenced to the Trustee by a County Certificate,

in either case on or prior to the redemption date,

then redemption will not be made, and the Trustee must, within a reasonable time, give notice the same way the redemption notice was given that the moneys were not so received (or condition was not fulfilled) and the redemption was not made.

(c) Each redemption notice must specify (i) the complete designation of the 2021 Bonds to be redeemed, (ii) the CUSIP numbers of the 2021 Bonds to be redeemed, (iii) the dated dates, maturity dates and interest rates of the 2021 Bonds to be redeemed, (iv) the date fixed for redemption, (v) any conditions to the redemption, as contemplated by subsection (b) above, (vi) the principal amount of 2021 Bonds or portions of Bonds to be redeemed, (vii) the applicable redemption price, (viii) the address of the place or places of payment, (ix) the Trustee's name and telephone number, and the name of a contact person, (x) that interest accrued to the date fixed for redemption will be paid as specified in the notice, and (xi) that on and after the established redemption date interest on 2021 Bonds which have been redeemed will cease to accrue. The Trustee must also include in any redemption notice any additional information provided by the County for use in the notice.

Section 2.04. 2021 Bonds Payable on Redemption Date; Interest Ceases To Accrue. If on or before the date fixed for redemption funds are deposited with the Trustee to pay the principal of and interest accrued to the redemption date on 2021 Bonds called for redemption, the 2021 Bonds (or portions of 2021 Bonds) called for redemption cease to accrue interest from and after the redemption date. Thereafter, those 2021 Bonds (a) are no longer entitled to the benefits provided by this Agreement and (b) are not deemed to be Outstanding under this Agreement.

Section 2.05. Mandatory Sinking Fund Redemption. (a) The Trustee, from amounts received from or on behalf of the County, will redeem 2021 Bonds maturing on June 1, 20___, on June 1 in years and amounts upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, as follows:

Year (June 1)	Amount ($)
To come.	

*Final maturity

The Trustee shall take all appropriate action to withdraw funds from the Principal Account and make timely payment to the Owners of the Term Bonds subject to sinking fund redemption.

(b) Notwithstanding the foregoing, on or before the 70th day next preceding any sinking fund payment date, the County may do either of the following:

(i) deliver to the Trustee for cancellation Term Bonds required to be redeemed on that sinking fund payment date in any aggregate principal amount desired; or

(ii) instruct the Trustee to apply a credit against the County's sinking fund payment obligation for any Term Bonds that previously have been redeemed (other than through the operation of the sinking fund requirements) and canceled by the Trustee but not previously applied as a credit against any sinking fund payment obligation.

The Trustee will credit against the County's sinking fund payment obligation on each sinking fund payment date the amount of 2021 Bonds so purchased, delivered or previously redeemed as described in paragraphs (i) or (ii) above.

(c) Within seven days of receipt of the funds, Term Bonds or instruction to apply a credit (as described in subsection (b) above), any amounts remaining in the Principal Account in excess of the amount required to fulfill the remaining required principal and sinking fund redemption obligations on the next sinking fund payment

date will, as specified in a County Certificate, either be (i) transferred to the Interest Account or (ii) used to redeem 2021 Bonds as soon as practicable. In the absence of any written direction from the County, the Trustee will deposit those amounts to the Interest Account.

ARTICLE III

FUNDS AND ACCOUNTS

Section 3.01. Funds and Accounts. The Trustee will establish the following special Funds and Accounts, must keep the same separate and apart from all other funds and moneys held by it, and must hold and administer the same as provided in this Agreement:

* Beaufort County 2021 Bond Proceeds Fund; and

* Beaufort County 2021 Bond Payment Fund, and therein an Interest Account, a Principal Account and a Redemption Account.

Any amendment or supplement to this Agreement providing for the issuance of Additional Bonds may create additional funds or accounts related to those Bonds, or may provide for the use of the Funds and Accounts stated above in connection with the Additional Bonds.

Section 3.02. Proceeds Fund. (a) The Trustee will deposit into the Proceeds Fund the amount specified in the certificate referenced in Section 1.05(d) and all other amounts paid to it for deposit in the Proceeds Fund.

(b) The Trustee will disburse moneys in the Proceeds Fund as directed by the certificate referenced in Section 1.05(d) promptly upon the Trustee's receipt of those funds, without the need for further direction or requisition.

(c) In any event, if any funds remain on deposit to the credit of the Proceeds Fund on July 2, 2021, the Trustee will transfer those funds to the Interest Account.

Section 3.03. Payment Fund. (a) The Trustee must deposit in the proper account in the Payment Fund all amounts paid to it for deposit in the Payment Fund, including all amounts paid to it by the County for payments on the Bonds.

(b) The County will make payments to the Trustee sufficient in times and amounts to allow the Trustee to make full and timely payment of all Bond Payments as the same become due. The County will make its payments to the Trustee not later than the 25th day of the month preceding a Payment Date. The County will make the payments in lawful money of the United States, by wire transfer or other transfer of immediately available funds to any account in the United States as the Trustee may designate to the County by notice from time to time.

(c) Not less than 15 days prior to each Payment Date, the Trustee must determine the amounts on deposit and available to make the payments due on that Payment Date with respect to the 2021 Bonds, whether in (i) the Interest Account or the Principal Account of the Payment Fund, or (ii) any special trust fund established pursuant to Section 11.01. The Trustee must notify the County of the available amounts not less than 10 days prior to the applicable Payment Date. The County's obligation to make payments with respect to any Payment Date is reduced by the available amounts the Trustee determines.

(d) The Trustee must pay the principal of the 2021 Bonds from the Principal Account and the interest on the 2021 Bonds from the Interest Account, as the same become due. On or before each Payment Date, the Trustee must first determine if it has on hand amounts sufficient to pay the principal and interest coming due on the Bonds on the Payment Date. Then, the Trustee must set aside an amount sufficient to pay the interest on the Bonds becoming due and payable on that Payment Date, and then an amount sufficient to pay the principal on the Bonds becoming due and payable on that Payment Date. The Trustee must then transfer on the Payment Date the amounts due to DTC as registered owner of the Bonds.

(e) If the amount on deposit in the Principal Account or the Interest Account is insufficient for its purposes two Business Days before any Payment Date, the Trustee must notify the County of the amount of the insufficiency. The Trustee must then transfer the required amounts to those Accounts from any amounts as may be available in the Redemption Account.

If the amount on deposit in the Interest Account on any Payment Date exceeds the amount payable on account of interest on the Bonds on that date, the

Trustee must, as directed by a County Certificate, retain the excess in the Interest Account or transfer the excess to the Principal Account to be credited against subsequent required deposits to the Principal Account. In the absence of any direction from the County, the Trustee will retain the excess in the Interest Account.

If the amount on deposit in the Principal Account on any June 1 exceeds the amount required on that date to pay principal of Bonds coming due on that date (whether by reason of maturity or mandatory redemption), then the Trustee must, as directed by a County Certificate, retain the excess in the Principal Account or transfer the excess to the Interest Account to be credited against subsequent required deposits to the Interest Account. In the absence of any direction from the County, the Trustee will transfer the excess to the Interest Account.

(f) The Trustee must deposit in the Redemption Account of the Payment Fund all amounts paid to it for deposit in that Account, and must use those amounts within 12 months of their deposit to pay Bonds called for redemption on their redemption dates, as directed by a County Certificate.

The Trustee must transfer any amounts not so used within 12 months of their deposit in the Redemption Account to the Interest Account for use on the next Payment Date to pay interest on the Bonds.

Subject to retaining moneys necessary to pay Bonds that have been called for redemption but not yet presented for payment, the Trustee must use amounts in the Redemption Account as directed by a County Certificate to make transfers to the Interest Account or the Principal Account to the extent the balances in those Accounts may be insufficient.

ARTICLE IV

SECURITY; APPROPRIATIONS; LIMITED OBLIGATION

Section 4.01. Payments on the Bonds; Additional Payments. (a) The County will make full and timely payment of all Bond Payments and Additional Payments due from the County under this Agreement, subject to the limitations of Section 160A-20 and the terms of this Agreement, and in particular the terms of Section 4.02 and Section 4.05.

(b) The County must pay all Additional Payments on a timely basis directly to the person or entity to which the Additional Payments are owed in lawful money of the United States. If the County fails to pay any Additional Payment when due, the Trustee may (but is under no obligation to) pay the Additional Payment for the County's account. The County agrees to reimburse the Trustee for any Additional Payment made by the Trustee, together with interest on the amount paid at the annual rate of 4.00%.

(c) The County is not entitled to any abatement or reduction of the Bond Payments or Additional Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim arising out of or related to the Pledged Sites or the Pledged Facilities. The County assumes and bears the entire risk of loss and damage to the Security Property from any cause whatsoever. The parties intend that the County must make all payments provided for in this Agreement, unless the County's obligation to make the payments has been terminated as provided in this Agreement.

Section 4.02. Appropriations. (a) The County will cause the officer who prepares the draft County budget initially submitted for County Board consideration to include in the initial proposal each year the amount of all Bond Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for these payments, the County Board may determine not to include the appropriation (in whole or in part) in the final County budget for any Fiscal Year, or may amend an adopted budget to reduce or delete an approved appropriation.

(b) (i) If for any Fiscal Year the County adopts an annual budget that does not appropriate (for that purpose) an amount equal to the Bond Payments and estimated Additional Payments coming due during that Fiscal Year, then the County will send notice of this failure to the Trustee and the LGC within ten days after the adoption of that budget.

(ii) If for any Fiscal Year the County has not adopted an annual budget that appropriates (for that purpose) an amount equal to the Bond Payments and estimated Additional Payments coming due during that Fiscal Year within 15 days after the beginning of any Fiscal Year, then the County will send notice of this failure to the Trustee and the LGC within an additional ten days.

(iii) If at any time the County amends the annual budget to reduce the amounts appropriated for Bond Payments and Additional Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the County will send notice of this amendment to the Trustee and the LGC within ten days after the amendment.

(iv) The County must also post a copy of any notice sent to the LGC under this Section with respect to the Bonds on the EMMA System.

4.03. Security Interest in District Bonds. To secure the County's obligations under this Agreement, the County grants to the Trustee, for the benefit of the Owners, a security interest (the "Security Interest") in the District Bonds, together with all substitutions, replacements and proceeds of the District Bonds.

The County and the Trustee agree that, as between them, the Uniform Commercial Code as in effect in North Carolina (the "UCC") applies to the granting and enforcement of the Security Interest. The County and the Trustee intend that this Agreement constitutes a security agreement with respect to the Security Interest, and that the District Bonds will at all times remain personal property. Upon the occurrence of an Event of Default under this Agreement, the Trustee is entitled to exercise all rights and remedies of a secured party under the UCC.

The County agrees to execute, deliver and file, or cause to be filed, in such places as the Trustee may request, financing statements (including any continuation statements) in such form as such party may reasonably evidence the Security Interest.

In addition, the County agrees to deliver the District Bonds for possession to the Trustee, so as to perfect the security interest described in this Section by possession. Notwithstanding the delivery to the Trustee, however, the District Bonds remain the County's property until the Trustee executes on its security interest in the District Bonds. The Trustee will make the District Bonds available to the County, upon reasonable request and notice, for inspection or for any other purpose. The County authorizes the Trustee to make appropriate notations in the margins of the District Bonds regarding the security interest.

Section 4.04. Money in funds and accounts. The County grants a security interest, to the Trustee for the benefit of the Owners, in all the funds and accounts held under this Agreement to secure the County's obligations under the

Bonds and otherwise under this Agreement. This security interest secures the County's obligations to each of the Owners, on parity with one another.

Section 4.05. Limited obligation. The Bonds are payable solely from the amounts paid by the County to the Trustee for the Bond Payments, as, when and if received by the Trustee, except to the extent payable from the proceeds of the Bonds, income from investments, proceeds from the exercise of remedies and other funds and property pledged as provided in this Agreement to secure payment of the Bonds.

Notwithstanding any other provision of this Agreement, the parties intend that this transaction comply with the provisions of Section 160A-20. No deficiency judgment may be entered against the County in violation of Section 160A-20.

No provision of this Agreement should be interpreted as creating a pledge of the County's faith and credit within the meaning of any constitutional debt limitation. No provision of this Agreement should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the County's credit within the meaning of the North Carolina constitution. The County's taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement.

No provision of this Agreement should be interpreted as pledging or creating a lien on any class or source of the County's moneys (other than the funds and accounts established pursuant to this Agreement as may be provided in this Agreement). No provision of this Agreement restricts the County's future issuance of any of its bonds or other obligations payable from any class or source of the County's moneys (except to the extent this Agreement and the 2021 Bonds restrict the incurrence of additional obligations secured by the Security Property).

To the extent of any conflict between this Section and any other provision of this Agreement, this Section takes priority.

ARTICLE V

COUNTY'S WARRANTIES, REPRESENTATIONS AND COVENANTS

Section 5.01. In General. The County makes the following statements of fact, with the intent and understanding that the Trustee and the Bondholders will

rely on these statements in deciding to enter into this Agreement and to purchase and hold Bonds.

(a) The County is a duly organized and validly existing political subdivision of the State. The County has all powers necessary to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement.

(b) The County has duly and validly authorized, issued, executed and delivered this Agreement and the 2021 Bonds. Assuming due authorization, execution and delivery by the other parties, this Agreement and the 2021 Bonds constitute valid, legal and binding obligations of the County, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and applicable principles of equity.

(c) The County requires no further approval or consent from any governmental authority with respect to the County's entering into or performing under this Agreement.

(d) There is no action, suit or proceeding at law or in equity before or by any court, public board or body pending or, to the best of the County's knowledge, threatened, against or affecting the County (or any official thereof in an official capacity) (i) challenging the validity or enforceability of the Trust Agreement or the 2021 Bonds, or seeking to restrain or enjoin the issuance or delivery of the Bonds, or (ii) challenging (A) the County's organization or existence, (B) the County's issuance of the Bonds, or (C) the title to office of any County Board member or other County officer, or (iii) that otherwise would be likely (if decided adversely to the County) to have a material adverse effect on the County's ability to provide for timely payment of the Bonds.

(e) The County's performance of its obligations under the Bonds and this Agreement, and compliance with their respective provisions under the contemplated circumstances, does not and will not in any material respect constitute on the County's part a breach of or default under, or result in the creation of any material lien or other encumbrance on any County property (except as contemplated in such instruments) pursuant to, any agreement or other instrument to which the County is a party, or any existing law, regulation, court order or consent decree to which the County is subject.

(f) No County representation, covenant or warranty in this Agreement is false or misleading in any material respect.

(g) There are no liens or encumbrances on the District Bonds other than the lien that has secured the $36,005,000 (original aggregate principal amount) Limited Obligation Bonds (Beaufort Districts General Obligation Refunding Bonds), Series 2012.

(h) The County Board resolutions relating to the County's execution and delivery of this Agreement, the 2021 Bonds and the transactions contemplated by those instruments have been duly adopted, are in full force and effect, and have not been in any respect modified, revoked or rescinded.

(i) The County believes funds will be available to satisfy all its obligations under this Agreement.

Section 5.02. County's Undertaking for Continuing Disclosure. The County undertakes, for the benefit of the beneficial owners of the Bonds, to provide the following items and information to the MSRB:

(a) by not later than seven months from the end of each of the County's Fiscal Years, beginning with the Fiscal Year that ends June 30, 2021, audited County financial statements for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements are not available by seven months from the end of any fiscal year, unaudited County financial statements for such fiscal year, to be replaced subsequently by audited County financial statements to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each of the County's Fiscal Years, beginning with the Fiscal Year that ends June 30, 2021, the financial and statistical data as of a date not earlier than the end of the preceding fiscal year (which data will be prepared at least annually, will specify the date as to which such information was prepared and will be delivered with any subsequent material events notices specified in subparagraph (c) below) for the type of information included in Appendix A to the final Official Statement relating to the 2021 Bonds

under the captions _____ to the extent such items are not included in the audited financial statements referred to in (a) above;

(c) in a timely manner, not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the 2021 Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on any credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2021 Bonds, or other material events affecting the tax status of the 2021 Bonds;

(7) modifications to rights of the beneficial owners of the 2021 Bonds, if material;

(8) calls for redemption of 2021 Bonds (other than calls pursuant to sinking fund redemption), if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the 2021 Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar proceedings related to the County, the Trustee or any other person or entity that may at any time become legally obligated to make Bond Payments (collectively, the "Obligated Persons");

(13) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a financial obligation (as defined below) of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect Bondholders, if material; and

(16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties; and

(d) in a timely manner, not in excess of ten Business Days after the occurrence of the failure, notice of a failure of the County to provide required annual financial information described in (a) or (b) above on or before the date specified.

"Financial obligation" means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of an obligation described in either clause (a) or (b). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

As used above, the "final Official Statement" means the Official Statement dated May ____, 2021, that the County Board has approved and authorized for use in connection with the offering and sale of the 2020 Bonds.

For the purposes of the events identified in subparagraph (c)(12) above, the event is considered to occur when any of the following occurs: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

If the County fails to comply with the undertaking described above, the Trustee may take action to protect and enforce the rights of all the beneficial owners of the 2021 Bonds with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking will not be an Event of Default and will not result in any acceleration of payment of the 2021 Bonds. All actions will be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the 2021 Bonds.

The County must provide the documents and other information referred to above to the MSRB in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The County may discharge its undertaking as set forth in this Section by providing such information in any manner that the United States Securities and Exchange Commission subsequently authorizes in lieu of the manner described above.

The County reserves the right to modify from time to time the information to be provided, or the presentation of the information to be provided, to the extent necessary or appropriate in the County's judgment, provided that:

(A) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the County;

(B) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(C) any such modification does not materially impair the interests of the beneficial owners, as determined by the Trustee, by Bond Counsel, or by the approving vote of the Majority Owners pursuant to the terms of this Agreement, as it may be amended from time to time, at the time of the amendment.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section will terminate upon payment, or provision having been made for payment, in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all the Bonds.

ARTICLE VI

INDEMNIFICATION

To the extent permitted by law, the County will indemnify, protect and save

(a) the Trustee and its officers and employees; and

(b) the LGC's members and employees,

in all cases harmless from all liability and losses, including expenses and legal fees, expenses and costs, arising out of, connected with, or resulting directly or indirectly from or relating to the District Bonds or the transactions contemplated by this Agreement, including without limitation the possession of the District Bonds.

The County has no obligation to indemnify any indemnified party for the gross negligence or intentional misconduct of the indemnified party or any of its employees or representatives. The County's obligation to provide indemnification under this Article continues even after there are no longer any Bonds Outstanding and extends to any Trustee even after the removal or resignation of that Trustee. The parties

intend that the LGC is a third-party beneficiary of the County's obligations under this Article VI.

ARTICLE VII

THE TRUSTEE

Section 7.01. Rights and Duties. (a) If an Event of Default is continuing, the Trustee must exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of that person's own affairs.

(b) Except during the continuation of an Event of Default:

(i) the Trustee need perform only those duties that are specifically set forth in this Agreement and no other; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates, opinions or other writings furnished to the Trustee and conforming to the requirements of this Agreement which the Trustee actually and in good faith believes to be genuine and to have been signed or presented by the proper person. The Trustee, however, must examine the certificates and opinions with due care to determine whether they conform to the requirements of this Agreement.

(c) The Trustee is not relieved from liability for its own negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of subsection (a) above;

(ii) the Trustee will not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 8.05; and

(iii) the Trustee will not be liable with respect to any information contained in any offering documents (except to the extent of information about the Trustee provided by the Trustee specifically for inclusion in that offering document). The

Trustee has no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(d) Every provision of this Agreement that in any way relates to the Trustee is subject to all the provisions of this Section 7.01.

(e) Not later than August 1 of each year, the Trustee will notify the LGC and the County of the principal amount of Bonds Outstanding as of the preceding June 30, with a breakdown of Bonds by series.

(f) No provision of this Agreement requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, unless it receives indemnity satisfactory to it against any loss, liability or expense, except that the Trustee may not require indemnity as a condition to declaring the principal and interest with respect to the Bonds to be due immediately under Section 8.02. No permissive right of the Trustee should be construed as a duty.

(g) The Trustee is not liable for interest on any cash held by it except as the Trustee may agree with the County in writing.

(h) If a Default is continuing and is known to the Trustee, then the Trustee must notify the Owners and the LGC within 15 days after the Default becomes known to the Trustee. The Trustee, however, will only be deemed to have knowledge of (i) defaults in payment as described in Sections 8.01(a) and (b) and (ii) defaults with respect to which the Trustee has received written notice, describing the default, from any interested party.

(i) The Trustee may consult with counsel and is not liable for any action it takes or omits to take in good faith in reliance on advice from counsel as to legal matters, including but not limited to interpretation of this Agreement.

(j) At all reasonable times, the Trustee and its agents have the right to inspect the Security Property and all the County's books and records related to the Security Property or to the Bonds. Notwithstanding anything in this Agreement to the contrary, the Trustee and its agents have the right to require additional evidence, certificates or opinions of counsel as to legal matters as the Trustee may deem appropriate to establish the County's right to the withdrawal of any funds

held under this Agreement or to require the Trustee's taking of any other action under this Agreement.

(k) The Trustee must keep complete and accurate records of all moneys received and disbursed by it under this Agreement. These records must be available for inspection by the County and any Owner, or any of their agents, at any time during regular business hours upon reasonable prior notice to the Trustee.

(l) In any judicial proceeding to which the County is a party and which in the Trustee's opinion has a substantial bearing on the interests of Owners, the Trustee may intervene on the Owners' behalf, and must do so if requested in writing by the Majority Owners, provided that the Trustee has received the indemnity provided for in subsection (f) above.

(m) The Trustee may act through agents or co-trustees.

(n) The Trustee has no duty to inspect or oversee the construction or completion of any property to be acquired, constructed or improved using Bond proceeds.

(o) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; falling space debris; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services, in all cases not specific to the Trustee; accidents; acts of civil or military authority or governmental action; it being understood that the Trustee shall in all cases use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(p) The Trustee may rely on, and need only rely on, notices and instructions provided by the County in the form of a County Certificate.

(q) The Trustee shall not be responsible or liable for the environmental condition or any contamination of any property which secures the Bonds or the District Bonds or is owned or leased by the County or for any diminution in value of

any such property as a result of any contamination of the property by any hazardous substance, hazardous material, pollutant or contaminant. The Trustee shall not be liable for any claims by or on behalf of the County or any other person or entity arising from contamination of the property by any hazardous substance, hazardous material, pollutant or contaminant, and shall have no duty or obligation to assess the environmental condition of any such property or with respect to compliance of any such property under state or federal laws pertaining to the transport, storage, treatment or disposal of, hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits or licenses issued under such laws.

Section 7.02. Communication with the Trustee. The Trustee may accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means. If the County elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon those Instructions, the Trustee's understanding of the Instructions controls.

The County understands and agrees that the Trustee cannot determine the identity of the actual sender of Instructions and that the Trustee may conclusively presume that Instructions that purport to have been sent by a County Representative have in fact been sent by that County Representative. The County is responsible for ensuring that only County Representatives transmit Instructions to the Trustee, and the County is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys. The Trustee is not liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with Instructions that purport to have been sent by a County Representative, notwithstanding that an Instruction may conflict with or be inconsistent with another Instruction received after the Trustee's action.

The County agrees: (a) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee's acting on unauthorized Instructions that purport to be sent by an County Representative, and the risk of interception and misuse by third parties; (b) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the County; (c) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of

protection in light of its particular needs and circumstances; and (d) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

In this Agreement, "Electronic Means" means electronic mail, facsimile transmission or similar methods. Voice communication and delivery of signed paper documents are not "Electronic Means."

Section 7.03. Trustee's Individual Rights. The Trustee in its individual or any other capacity may become the Owner or pledgee of Bonds and may otherwise deal with the County or its affiliates with the same rights it would have if it were not Trustee.

Section 7.04. Disclaimer. The Trustee makes no representation as to the validity or adequacy of this Agreement or the Bonds, and the Trustee is not accountable for the County's use of the proceeds of the Bonds.

Section 7.05. Eligibility. The County must maintain a trustee for this Agreement. No corporation may be appointed or serve as Trustee unless (a) it is approved by the LGC for service as Trustee under this Agreement, (b) it is a corporation organized and doing business under the laws of the United States or any state or the District of Columbia, is authorized under such laws and the laws of the State to exercise corporate trust powers, and is subject to supervision or examination by the United States, any state or the District of Columbia, and (c) it has a combined capital and surplus of at least $100,000,000 as set forth in its most recent published annual report of condition.

Section 7.06. Resignation; Removal; Replacement. The Trustee may resign at any time by delivering notice of its resignation to the County at least 30 days prior to the effective date of the resignation. The County may remove the Trustee at any time by delivering notice of the removal to the removed Trustee at least 30 days prior to the effective date of the removal, but the County may remove the Trustee only if no Event of Default is continuing at the time the County sends the notice. The Majority Owners may remove the Trustee at any time by delivering notice of the removal to the County and the removed Trustee at least 30 days prior to the effective date of the removal and may at the same time (or at any time during the 30-day notice period) appoint a new Trustee by notice to the County and the removed Trustee.

If the Trustee resigns or is removed or if a vacancy otherwise exists in the office of Trustee for any reason, the County must promptly appoint a successor Trustee (except when that right is exercised by the Majority Owners as described in the preceding paragraph).

A successor Trustee must deliver a written acceptance of its appointment to the retiring Trustee and to the County. Immediately upon receipt of the acceptance, the retiring Trustee must transfer all property held by it as trustee to the successor Trustee; only then will the resignation or removal of the retiring Trustee become effective. The successor Trustee has all the rights, powers and duties of the Trustee under this Agreement.

If the Trustee fails to meet the requirements of Section 7.05, any Owner may petition any court for the removal of the Trustee and the appointment of a successor Trustee.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, then the retiring Trustee, the County or the Majority Owners may petition any court for the appointment of a successor Trustee.

Section 7.07. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its assets (or, in the case of a bank or trust company, its corporate trust assets) to another corporation, then the resulting, surviving or transferee corporation without any further act will be the successor Trustee.

Section 7.08. Consent to Jurisdiction and Venue. The Trustee consents to jurisdiction in the State of North Carolina and venue in Beaufort County for any lawsuit arising from the Trust Agreement or the Bonds, or from the related transactions contemplated by the Trust Agreement or the Bonds.

ARTICLE VIII

DEFAULTS; REMEDIES

Section 8.01. Events of Default. An "Event of Default" is any of the following:

(a) Default in the payment of the principal of any Bond when the same becomes due and payable, whether at the stated maturity of the Bond or upon proceedings for mandatory (but not optional) redemption.

(b) Default in the payment of any interest on any Bond when the same becomes due and payable.

(c) The occurrence of an Event of Nonappropriation.

(d) The County breaches or fails to perform or observe any term, condition or covenant of this Agreement or the Bonds on its part to be observed or performed, other than as referred to in the preceding subsections, including payment of any Additional Payment, for a period of 90 days after written notice specifying the failure and requesting that it be remedied has been given to the County by any person or entity, unless the Trustee agrees in writing to an extension of the 90-day period prior to its expiration; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the notice period and the County institutes corrective action within the notice period, no Event of Default will be deemed to have occurred so long as the County diligently pursues remedial action.

(e) Any warranty, representation or statement made by the County in this Agreement or the Bonds is found to be incorrect or misleading in any material respect as of the Closing Date.

(f) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of the Deed of Trust is found to exist, or proceedings are instituted to enforce any lien, charge or encumbrance against the Security Property and such lien, charge or encumbrance would be prior to the lien of the Deed of Trust.

Section 8.02. Acceleration. If any Event of Default is continuing, then (a) the Trustee, by notice to the County, or (b) the Majority Owners, by notice to the County and the Trustee, may declare the principal of and accrued interest with respect to the Bonds to be due and payable immediately, and such principal and interest will thereupon become and be immediately due and payable. The Trustee must immediately give notice of any acceleration to all Owners. The Trustee may rescind an acceleration and its consequences if all existing Events of Default have been cured or waived, if the rescission would not conflict with any judgment or decree.

Section 8.03. Other Remedies. If an Event of Default is continuing, the Trustee may pursue any remedy at law or in equity to collect the principal or interest with respect to the Bonds or to enforce the performance of any provision of this Agreement or the Bonds, including by execution on the Security Property.

The Trustee may maintain a proceeding even if it does not possess any of the Bonds or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Owner in exercising any right or remedy accruing upon an Event of Default does not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

Section 8.04. Waiver of Past Defaults. The Majority Owners, by notice to the Trustee, may waive an existing Event of Default and its consequences. When an Event of Default is waived, it is cured and stops continuing, but no waiver extends to any subsequent or other Event of Default or impairs any right consequent to it.

Section 8.05. Majority's Control. The Majority Owners, upon satisfactory indemnification of the Trustee, may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on it. The Trustee, however, may refuse to follow any direction that it reasonably believes conflicts with law or this Agreement or, subject to Section 7.01, that the Trustee determines is unduly prejudicial to the rights of other Owners or would involve the Trustee in personal liability.

Section 8.06. Limitation on Suits. An Owner may not pursue any remedy with respect to this Agreement or the Bonds (except as provided in Section 8.07) unless (a) the Owner gives the Trustee notice stating that an Event of Default is continuing, (b) the Majority Owners make a written request to the Trustee to pursue the remedy, (c) that Owner or Owners offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense, and (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity.

An Owner may not use this Agreement to prejudice the rights of another Owner or to obtain a preference or priority over the other Owners.

Section 8.07. Rights To Receive Payment. This Agreement preserves the right of any Owner to receive payment of principal, premium, if any, and interest on

a Bond, on or after the due dates expressed in the Bond, or to sue for the enforcement of any such payment on or after such dates. These rights of an Owner may not be impaired or affected without that Owner's consent.

Section 8.08. Collection Suit by Trustee. If an Event of Default occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the County for the whole amount remaining unpaid.

Section 8.09. Trustee May File Proofs of Claim. (a) The Trustee may file proofs of claim and other papers or documents as may be necessary or advisable to have the claims of the Trustee and the Owners allowed in any judicial proceedings relative to the County, its creditors or its property. Unless prohibited by law or applicable regulations, may vote on behalf of the Owners in any election of a trustee in bankruptcy or other person performing similar functions.

(b) If the Trustee incurs expenses or renders services in any proceedings resulting from any Default or Event of Default, the parties intend that the expenses incurred and compensation for services rendered will constitute expenses of administration under the United States Bankruptcy Code or any similar state or federal law.

Section 8.10. Priorities. If the Trustee collects any money pursuant to this Article, it must deposit that money in a special account in the Payment Fund and pay out that money in the following order:

(a) If the principal of all Bonds has not become or will not be declared due and payable, all the moneys in the Payment Fund will be applied as follows and in the following order:

First, Costs and Expenses: to the payment of the costs and expenses of the Trustee and of the Owners in declaring the Event of Default and pursuing remedies under this Agreement, including reasonable compensation to its or their agents, attorneys and counsel.

Second, Interest: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of the installments, beginning with the earliest unpaid installment. If the amount available is not sufficient to pay in full any installment or installments coming due on the same date,

then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference.

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal on any Bonds which have become due, whether at maturity or by call for redemption, in the order of their due dates, beginning with the earliest unpaid installment, with interest on the overdue principal at a rate equal to the rate paid on the Bonds. If the amount available is not sufficient to pay in full all the amounts due on the Bonds on any date, together with the required interest, then to the payment thereof ratably, according to the amounts of principal due on that date to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all Bonds has become or has been declared due and payable, all the money will be applied (i) first to pay the fees and expenses as described in subsection (a), and then (ii) to pay the principal and interest then due on the Bonds, without preference or priority of principal or interest, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, in each of these cases to the persons entitled thereto without any discrimination or privilege.

The Trustee may fix the date for any payment to Owners under this Section.

Section 8.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Agreement or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable legal fees, against any party, having due regard to the merits and good faith of the claims or defenses made by the party. This Section does not apply to a suit by the Trustee or any authorized suit by any Owner.

ARTICLE IX

DISCHARGE OF TRUST AGREEMENT

Section 9.01. Bonds Deemed Paid; Discharge of Trust Agreement. Any Bond will be deemed paid for all purposes of this Agreement when (a) payment of the principal, premium, if any, and interest on that Bond to the due date of those

amounts (whether at maturity, upon redemption or otherwise) either (i) has been made in accordance with the terms of the Bonds or (ii) has been provided for by irrevocably depositing with the Trustee or other fiduciary in escrow (A) cash sufficient to make the payments or (B) Federal Securities maturing as to principal and interest in such amounts and at such times as will ensure, without reinvestment, the availability of sufficient moneys to make those payments and which are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder, and (b) all compensation and expenses of the Trustee have been paid or provided for to the Trustee's satisfaction.

The sufficiency of the deposit referenced above must be evidenced or verified by a certificate or other writing, in form and substance satisfactory to the Trustee, of a person or entity experienced in making these calculations as the County may select.

When a Bond is deemed paid as a result of a deposit as provided under (ii) above, it is no longer secured by or entitled to the benefits of this Agreement, and all rights to payment of those Bonds are limited to payment from the moneys or Federal Securities that have been deposited. Those Bonds, however, may still be transferred, exchanged, registered or replaced as provided in Article XIV, and still represent installment contracts and obligations of the County payable from that special fund.

Notwithstanding the foregoing, the County may make no deposit under clause (a)(ii) above until the County has furnished the Trustee an Opinion of Bond Counsel to the effect that the deposit of cash or Federal Securities will not cause the Bonds to become "arbitrage bonds" within the meaning of the Code if the interest on those Bonds is intended to be not included in gross income for federal income tax purposes. Also, if a Bond is to be prepaid prior to maturity, notice of redemption of the Bond must be given in accordance with this Agreement or any supplement or amendment for the deposit to be deemed a payment of that Bond. If the Bond, however, is not to be paid or prepaid within the next 60 days following the deposit date, the County must give the Trustee, in form satisfactory to the Trustee, irrevocable written instructions as follows:

(A) to provide notice to the Bondholders, as soon as practicable, that the County has made the deposit required by (a)(ii) above and that the Bond is deemed to be paid under this Article, and further stating the maturity or redemption date

upon which moneys are to be available for the payment of the principal with respect to the Bond, and

(B) to give notice of redemption not less than 30 nor more than 60 days prior to the redemption date for that Bond as provided in this Agreement or any supplement or amendment.

When all Outstanding Bonds are deemed paid under this Section, the Trustee must, upon the County's request, acknowledge the discharge of the lien of this Agreement and repay any excess amounts remaining on deposit in the Funds established under this Agreement to the County.

The County agrees that no deposits may be made or accepted, and no use made of any deposit, that would cause any Bond to be treated as an "arbitrage bond" within the meaning of the Code if the interest on that Bond is intended to be not included in gross income for federal income tax purposes.

Section 9.02. Application of Trust Money. The Trustee must hold in trust money or Federal Securities deposited with it pursuant to Section 9.01 and must apply the deposited money and the money paid with respect to the Federal Securities in accordance with this Agreement only to the payment of principal, interest and any applicable redemption premium with respect to the affected Bonds.

ARTICLE X

INVESTMENT OF MONEYS IN FUNDS

Section 10.01. Investments Authorized.

(a) Subject to the further provisions of this Article XII, the Trustee must invest and reinvest moneys held by it under this Agreement as directed in a County Certificate in Investment Obligations that are Legal Investments. All investments, if registrable, must be registered in the name of the Trustee or its assignee for the benefit of the Owners and held by the Trustee. If the County does not provide the Trustee with written direction as to any investment or reinvestment of moneys held under this Agreement, the Trustee will invest or reinvest those moneys in the North Carolina Capital Management Trust (or its successor).

(b) The Trustee may purchase or sell, to itself or to any affiliate, as principal or agent, any investments of funds held under this Agreement. The Trustee may act as purchaser or agent in the making or disposing of any investment, may make any investment through its bond or investment department or those of its affiliates, and may charge its ordinary and customary fees for those transactions.

(c) The Trustee is not responsible or liable for any loss suffered in connection with any investment of funds made in accordance with this Section. The Trustee may conclusively rely on the County's investment directions as to both the suitability and legality of any investment made at the County's direction, and therefore the Trustee has no obligation or responsibility with respect to whether any particular investment is a Legal Investment or an Investment Obligation within the meaning of this Agreement.

(d) The County must direct the investment and reinvestment of all moneys in Investment Obligations having maturities not extending beyond the date on which the County estimates those moneys are to be needed for their intended purposes. Investments will be considered as maturing on the date on which they are redeemable without penalty at the holder's option or the date on which the Trustee may require their repurchase without penalty pursuant to a repurchase agreement.

Section 10.02. Held in Trust. The moneys and investments held by the Trustee under this Agreement are irrevocably held in trust for the benefit of the Owners, and those moneys, and any income or interest earned thereon, must be expended only as provided in this Agreement. To the extent permitted by law, those moneys and investments will not be subject to levy or attachment or lien by or for the benefit of any creditor of the Trustee or the County, other than the Owners.

Section 10.03. Investments Part of Fund. Any income, profit or loss on the investment of moneys held by the Trustee under this Agreement must be credited to the respective fund to which those moneys are credited, except as otherwise provided in this Agreement.

Section 10.04. Accounting. The Trustee must furnish to the County, not less frequently than monthly, an accounting of all investments made by the Trustee in all funds and accounts held by the Trustee. These accountings may be supplied in the form of the Trustee's customary statements. The Trustee must keep accurate records of all funds administered by it and of all Bonds paid and discharged. Although the County recognizes that it may obtain a broker confirmation or written

statement containing comparable information at no additional cost, the County agrees that the Trustee is not required to issue broker confirmations of investments for any month for which the Trustee delivers a monthly statement.

Section 10.05. Valuation. To determine the amount on deposit in any Fund or Account held under this Agreement, the Trustee must value any investment credited to a Fund or Account at its market value. The Trustee must make these valuations annually as of each June 30, beginning June 30, 2021, and at such additional times as this Agreement may require or as the County may request. The County may not make more than one request in a calendar month.

Section 10.06. Disposition. The Trustee must sell, or present for redemption, and reduce to cash any investment in a Fund or Account whenever the cash balance in the Fund or Account is insufficient for its purposes.

Section 10.07. Commingling of Moneys in Funds. The Trustee must separately account for all Funds and Accounts held by it under this Agreement. With the County's approval, however, the Trustee may commingle for investment purposes any funds held under this Agreement with any other funds.

Section 10.08. Information Concerning Investments. The Trustee must establish and maintain written records regarding investments made under this Article XII and must supply the information to the County at its request. The Trustee's records must show for each investment obligation information as to: (a) purchase date; (b) purchase price; (c) any accrued interest paid; (d) face amount; (e) coupon rate; (f) periodicity of interest payments; (g) disposition price; (h) any accrued interest received; and (i) disposition date.

Section 10.09. Restricted Yield Investments. The County may direct the investment of any funds held under this Agreement without regard to yield, despite any provision in this Agreement directing investment with regard to a restricted yield, but only if the County provides the Trustee with an Opinion of Bond Counsel, in form and substance reasonably acceptable to the Trustee, to the effect that such an investment would not adversely affect any exclusion from gross income that would otherwise be applicable to interest payments on the Bonds.

ARTICLE XI

AMENDMENTS OF AND SUPPLEMENTS TO TRUST AGREEMENT OR BONDS

Section 11.01. Without Owners' Consent. The County and the Trustee may amend or supplement this Agreement or any Bonds without notice to or consent of any Owner for any of the following purposes, or for any combination of the following purposes:

(a) to cure any ambiguity, inconsistency or formal defect or omission

(b) to grant to the Trustee for the benefit of the Owners additional rights, remedies, powers or authority

(c) to subject to this Agreement additional collateral or to add other agreements of the County, including the addition of real estate or other collateral to be subject to the lien of this Agreement

(d) to permit the qualification of this Agreement under any federal or state statute, whenever enacted, and, in that connection, to add to this Agreement or any other supplemental trust agreement any other terms, conditions and provisions as may be permitted or required by the federal or state statute

(e) to provide for the issuance of Additional Bonds as otherwise permitted by this Agreement

(f) to provide for Bonds to be issued or exchanged for Bonds in any other form or format at that time permitted by law

(g) to evidence the succession of a new Trustee, or to provide for the appointment and operation of a Bond registrar separate from the Trustee

(h) to make any other change that does not materially adversely affect the rights of any Owner

The Trustee may conclusively rely on a County Certificate to the effect that a proffered amendment or supplement is within the scope of this Section 11.01.

At least five Business Days prior to its execution and delivery of any supplemental agreement or instrument for any of the purposes described in this Section, the Trustee shall provide for a notice of the proposed agreement or instrument to be mailed first-class, postage prepaid, to the LGC and to all Owners of Bonds at the addresses shown in the register maintained pursuant to Section 12.05. The notice must briefly set forth the nature of the proposed agreement or instrument, or include a copy, and state that copies of the proposed agreement or instrument are available to all Owners of Bonds upon written request to the County or the Trustee at addresses stated in the notice.

The County must pay the expenses of any mailing and copies required under this Section. A failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement or instrument.

Section 11.02. With Owners' Consent. (a) If Section 11.01 does not permit an amendment of or supplement to this Agreement or any Bonds without any consent of Owners, the County and the Trustee may enter into that amendment or supplement only with the consent of the Majority Owners.

(b) Without the consent of each Owner affected, however, no amendment or supplement to this Agreement or any Bonds may (i) extend the maturity of the principal or interest on any Bond; (ii) reduce the principal amount of, or rate of interest on, any Bond; (iii) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (iv) reduce the percentage of the principal amount of the Bonds required for consent to any amendment or supplement, (v) intentionally impair any exclusion of interest on the Bonds from the federal gross income of the Owner of any Bond to which that interest was intended to be entitled; (vi) change any redemption terms of those Bonds; (vii) create a lien ranking prior to or on a parity with the lien of this Agreement on the property pledged under this Agreement (except with respect to a parity pledge for the benefit of the Owners of Additional Bonds); or (viii) deprive any Owner of the lien created by this Agreement on any property.

In addition, if moneys or Federal Securities have been deposited or set aside with the Trustee pursuant to Article XI for the payment of Bonds and those Bonds have not in fact been paid in full, the parties may make no amendment to the provisions of that Article without the consent of each Owner affected.

Section 11.03. Procedure for Amendment with Owners' Consent.

(a) If a proposed amendment requires the consent of Owners, the Trustee must establish a record date, and Owners as of that record date will be the Owners with the right to consent to the proposed amendment or supplement. This record date must be a date not less than five nor more thirty than Business Days after the date the Trustee receives notice or direction from the County to solicit consents.

(b) The Trustee shall provide for there to be mailed to the LGC and to all Owners of Bonds a copy of the proposed supplement or amendment, together with a request to the Owners for their consent. The Trustee shall send this notice by first-class mail, postage prepaid, to the Owners of Bonds at the addresses shown in the register maintained pursuant to Section 12.05, but failure to send or receive copies of the supplement or amendment and request does not affect the validity of the supplement or amendment when assented to as provided in this Section. The request mailed by the Trustee must also designate a date not less than 30 days nor more than 180 days following the mailing date, as designated by the County, by which consent must be returned to be effective. The County must pay the expenses of any mailing and copies required under this Section.

(c) The proposed supplement or amendment will not become effective unless and until there are filed with the Trustee the written consent of the Owners (as of the record date) of not less than a majority in aggregate principal amount of the Bonds Outstanding as of the established record date (exclusive of Bonds disregarded from the calculation as provided in Section 11.04) and the Trustee has mailed the notices required by Section 11.09. Each consent will be effective only if accompanied by proof of ownership of the Bonds for which the consent is given as provided in Section 11.05 and given within the time designated as provided in subsection (b) above.

Section 11.04. Bonds Excluded from Calculation. Bonds owned or held by or for the account of the County or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the County (except any Bonds held in any pension or retirement fund), are not deemed Outstanding for any action or any calculation of Outstanding Bonds provided for in this Agreement. Similarly, Owners of those Bonds are not entitled to take any action provided for in this Agreement. If, however, all Outstanding Bonds are owned by the County or other Owners described in this paragraph, then none of the Outstanding Bonds are excluded from calculation under this paragraph.

For purposes of this Section, the Trustee may assume that no Bonds are excluded from any calculation of Outstanding Bonds provided for in this Agreement except for Bonds (i) that are registered in the County's name or (ii) for which the Trustee has received written notice that the Bonds are owned or held by or for the account of the County or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the County.

The County and the Trustee intend, however, that the County's ownership or holding of Bonds will not, by itself, give rise to an extinguishment of the Bonds or of any obligation arising under this Agreement.

The Trustee may (but is not required to) provide for each Owner, before an Owner's consent is deemed effective, to certify or otherwise provide evidence to establish whether the Bonds as to which the consent is given are excluded as provided in this Section.

Section 11.05. Owners' Consents. Any consent or other instrument required to be signed by Owners may be in any number of concurrent documents and may be signed by an Owner or by the Owner's agent appointed in writing. Proof of the execution of the instrument, or of the instrument appointing an agent, and of the ownership of Bonds, if made in the following manner, will be conclusive for any purposes of this Agreement regarding any action taken by the Trustee.

(a) The fact and date of a person's signing an instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within that jurisdiction that the person signing the writing acknowledged before the officer the execution of the writing, or by an affidavit of any witness to the signing.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of such Bonds and the date of holding will be proved by the registration books kept pursuant to this Agreement.

Section 11.06. Effect of Consents. After an amendment or supplement becomes effective, it binds every Owner. Any consent is binding upon and irrevocable by the Owner of the Bond giving the consent and on any subsequent Owner (whether or not any subsequent Owner has notice of the consent), unless the consent is revoked in writing by the Owner giving the consent, or a subsequent

Owner of the same Bonds, by filing a revocation with the Trustee prior to the time when the Trustee has mailed the notice provided for in Section 11.09.

Section 11.07. Trustee's Execution of Amendments and Supplements. The Trustee must execute and deliver any amendment or supplement to the Trust Agreement or the Bonds authorized by this Article if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee, as the Trustee may determine in its reasonable discretion. If the amendment or supplement has such an adverse effect, the Trustee may, but need not, execute and deliver it. In determining to execute and deliver an amendment or supplement, the Trustee is entitled to receive and may conclusively rely on an Opinion of Counsel to the effect (a) that the amendment or supplement is authorized by this Agreement and (b) that upon execution it will be valid and binding upon the party or parties executing it in accordance with its terms.

Section 11.08. LGC's Consent Required. No amendment or supplement to this Agreement or the Bonds will be effective unless the LGC delivers to the County and the Trustee its prior written consent to the amendment or supplement. For Additional Bonds, the LGC's general approval of the issuance of the Additional Bonds will be sufficient approval under this Section.

Section 11.09. Notice of Amendments and Supplements. The Trustee must cause notice of the execution of any supplement or amendment to this Agreement or the Bonds to be mailed to the Owners. The notice will, at the Trustee's option, either (a) briefly state the nature of the amendment or supplement and that copies of it are on file with the Trustee for inspection by Owners, or (b) enclose a copy of the amendment or supplement. The County must pay the expenses of any mailing and copies required under this Section. Any failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement.

Section 11.10. Notation on or Exchange of Bonds. If an amendment or supplement changes the terms of a Bond, the Trustee may require the Owner of that Bond to deliver it to the Trustee. The Trustee may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Trustee and the County agree, in exchange for the Bond the County will execute, and the Trustee will authenticate and deliver, a new Bond that reflects the changed terms.

ARTICLE XII

ADDITIONAL PROVISIONS FOR THE FORM, REGISTRATION AND EXCHANGE OF BONDS

Section 12.01. Form and Details of Bonds. Each Series of Bonds will be dated the date of the initial delivery of those Bonds to their initial purchaser. The Bonds will be issuable only as fully registered Bonds in a minimum denomination of $5,000 and integral multiples of $5,000 above the minimum. Each Bond will be payable as to interest (a) from its date, if that Bond is authenticated prior to the Record Date preceding its first Payment Date, (b) from the succeeding Payment Date, if that Bond is authenticated between a Record Date and the succeeding Payment Date, or (c) otherwise from the Payment Date that is, or immediately precedes, the date on which that Bond is authenticated; provided, however, that if at the time of authentication of a Bond any payment of interest on that Bond is in default, then that Bond is payable as to interest from the date to which interest has been paid. Principal, interest and any redemption premium for all Bonds are payable in lawful money of the United States.

Section 12.02. Book-Entry-Only Form. (a) All Bonds will be issued by means of a book-entry system, with one certificate for each maturity of each series of Bonds immobilized at DTC and not available for distribution to the public. Bonds registered in the name of DTC or its nominee may be held in custody by the Trustee in lieu of immobilization at DTC if permitted under DTC's rules and procedures.

The parties agree that transfer of beneficial ownership interests in the Bonds in the principal amounts of $5,000 and integral multiples of $5,000 above the minimum will be effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Principal, interest and any redemption premium on the Bonds are payable to DTC or its nominee as registered owner of the Bonds. The parties agree that transfer of principal, interest and any redemption premium to DTC participants will be DTC's responsibility, and that transfer of principal, interest and any redemption premium on the Bonds to beneficial owners of the Bonds by DTC participants will be the responsibility of those participants and other nominees of beneficial owners. Neither the Trustee nor the County will be responsible or liable for transfer of payments beyond DTC or for maintaining, supervising or reviewing the records maintained by DTC, its participants, or persons acting through those participants.

(b) If (i) DTC determines not to continue to act as securities depository for the Bonds or (ii) the County directs, the County and the Trustee will arrange to discontinue the book-entry system with DTC. If the County designates an alternate qualified securities depository to replace DTC, that depository will replace DTC and all references to DTC in this Agreement will be deemed references to the alternate depository. If the County does not designate another depository to replace DTC, the County must deliver fully registered Bonds as replacements for Bonds in book-entry form for the Trustee's authentication and delivery.

Section 12.03. Execution. The Bonds must be signed on the County's behalf by the manual or facsimile signature of the presiding officer of the County Board or the County Manager, and the County's seal must be impressed or imprinted on the Bonds by facsimile or otherwise and attested by the manual or facsimile signature of the Clerk to the County Board or any Deputy or Assistant Clerk. If any County officer whose signature is on a Bond no longer holds that office at the time the Trustee authenticates the Bond, that Bond is nevertheless valid. If a person signing a Bond is the proper officer on the actual date of execution, the Bond is valid even if that person is not the proper officer on the nominal date of action.

Section 12.04. Authentication. Each Bond must bear a certificate of authentication from the Trustee. No Bond will be valid until the Trustee has duly executed the certificate of authentication and inserted the authentication date on that Bond. The Trustee must authenticate each Bond with the signature of an authorized representative or employee, but it is not necessary for the same person to authenticate all the Bonds. Only Bonds authenticated as provided in this Section are entitled to any right or benefit under this Agreement.

Section 12.05. Registration and Exchange of Bonds; Persons Treated as Owners. The Trustee will establish and maintain a register as to the ownership of Bonds. An Owner may exchange and transfer Bonds only through the register. Upon surrender for transfer to the Trustee of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or the Owner's duly authorized attorney, the Trustee will authenticate a new Bond or Bonds in an equal total principal amount and registered in the name of the transferee.

Bonds may be exchanged for an equal total principal amount of Bonds of different but authorized denominations. The Trustee must authenticate and deliver Bonds that the Owner making the exchange is entitled to receive, bearing numbers not then Outstanding.

The Trustee is not required to exchange or register the transfer of any Bond after the giving of notice calling such Bond for redemption. If it does, the Trustee must deliver to the transferee any applicable redemption notice when it effects a transfer or exchange of any Bond after the mailing of notice calling the Bond or any portion of the Bond for redemption.

The Owner is the absolute owner of the Bond for all purposes, and payment of principal, interest and any redemption premium will be made only to or upon the written order of the Owner or the Owner's legal representative, except that payments will be made to the persons shown as the owners as of the applicable Record Date.

The Trustee must require the payment by an Owner requesting exchange or transfer of any tax or other governmental charge required to be paid in respect of the exchange or transfer but must not impose any other charge.

Section 12.06. Mutilated, Lost, Stolen or Destroyed Bonds.

(a) If any Outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the County must execute, and the Trustee must authenticate and deliver, a replacement Bond, of the same tenor as the damaged, mutilated, lost, stolen or destroyed Bond, in the manner provided below.

(b) (i) The Owner must apply to the Trustee for exchange and substitution of damaged, mutilated, lost, stolen or destroyed Bonds. In every case, the applicant for a replacement Bond must furnish to the County and the Trustee such security or indemnity as each may reasonably require. In every case of loss, theft or destruction of a Bond, the applicant must also furnish to the County and the Trustee evidence to their reasonable satisfaction of the loss, theft or destruction. In the case of damage or mutilation of a Bond, the applicant must surrender the damaged or mutilated Bond.

(ii) Notwithstanding the foregoing, if any such Bond has matured, and no default is then continuing in the payment of the principal or interest on that Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a substitute Bond, provided security or indemnity is furnished as provided above in the case of a lost, stolen or destroyed Bond.

(c) The requirements for indemnity in this Section are in addition to any requirements imposed by law, including any requirements of General Statutes Section 159-137 that may apply to obligations such as the Bonds.

(d) The Trustee shall charge the Owner of such Bond with all expenses in connection with the issuance of any substitute Bond. Every substitute Bond issued pursuant to the provisions of this Section because any Bond is lost, stolen or destroyed, whether or not the lost, stolen or destroyed Bond may be found at any time, or may be enforceable by anyone, is entitled to all the benefits of this Agreement equally and proportionally with all other Bonds duly issued under this Agreement.

Section 12.07. Cancellation. Whenever a Bond is delivered to the Trustee for cancellation (upon payment, redemption or otherwise) or for transfer, exchange or replacement, the Trustee must promptly destroy the Bond and deliver a written certificate of that destruction to the County.

Section 12.10. Temporary Bonds. Prior to the preparation of Bonds in definitive form the County may execute, and the Trustee must then authenticate and deliver, temporary Bonds in any denominations as the County may determine, but otherwise in substantially the form set out in this Agreement. The County must promptly prepare, execute and deliver to the Trustee, before the first Payment Date for those Bonds, permanent Bonds in definitive form, and thereupon, upon surrender of Bonds in temporary form, the Trustee will authenticate and deliver in exchange therefor Bonds in definitive form of the same maturity and having an equal aggregate principal amount. Until exchanged for Bonds in definitive form, Bonds in temporary form are entitled to the lien and benefit of this Agreement.

Section 12.09. Non-Presentment of Bonds. (a) If any Bond is not presented for payment when the principal of that Bond becomes due (whether at maturity, upon acceleration or call for redemption or otherwise), all liability to the Owner for the payment of that Bond will be completely discharged if funds sufficient to pay the Bond and the premium, if any, and interest due on that Bond are held by the Trustee for that Owner's benefit. It is then the Trustee's duty to hold these funds subject to subsection (b) below, without liability for interest, for the benefit of the Owner. The Owner will thereafter be restricted exclusively to those funds for any claim of whatever nature under this Agreement with respect to that Bond.

(b) Notwithstanding any provision of this Agreement to the contrary, the Trustee must dispose of moneys (i) held by it for the payment of principal, premium, or interest on Bonds and (ii) then left unclaimed for five years after the date the principal on those Bonds becomes due, in accordance with N.C. Gen. Stat. Sec. 116B-51 or any successor provision. After the disposition, the Owners of those Bonds are thereafter entitled to look only to their remedies under N.C. Gen. Stat. Chapter 116B or any successor provision. The Trustee and the County have no further responsibility with respect to that money or for that payment.

Section 12.8. Supplemental Agreements May Vary Terms. Any supplement or amendment to this Agreement may, by its express terms only, vary any of the terms and provisions of this Article with respect to any Series of Bonds.

ARTICLE XIII

ADDITIONAL PROVISIONS

Section 13.01. Notices.

(a) Any communication provided for in this Agreement or the Bonds must be in writing (not to include facsimile transmission or electronic mail).

(b) Any communication under this Agreement will be deemed given when delivered by hand or on the date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the County, to Beaufort County, Attn: County Manager, Re: Notice for 2021 LOBs Financing, 121 West 3rd Street, Washington, NC 27889

(ii) if to the Trustee, to Regions Bank, Attention: Corporate Trust Services, Regarding: Notice under 2021 LOBs Financing for Beaufort County (North Carolina), 1180 West Peachtree Street, Suite 1200, Atlanta, GA 30309

(iii) if to the LGC, to North Carolina Local Government Commission, Attention: Secretary, Re: Notice for 2021 Beaufort County LOBs Financing, 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

(d) Whenever this Agreement requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.

Section 13.02. Limitation of Rights. Nothing expressed or implied in this Agreement or the Bonds gives any person other than the Trustee, the County and the Owners any right, remedy or claim under or with respect to this Agreement.

Section 13.03. Severability. If any provision of this Agreement is determined to be unenforceable, that does not affect any other provision of this Agreement.

Section 13.04. Non-Business Days. If a Payment Date is not a Business Day, then payment may be made on the next Business Day, and no interest will accrue for the intervening period. When any other action is provided in this Agreement to be done on a day or within a time period named, and the day or the last day of the period is not a Business Day, the action may be done on the next ensuing Business Day.

Section 13.05. Governing Law; Forum. The parties intend that North Carolina law will govern this Agreement, the Bonds, and all matters of their interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Agreement must be brought in the North Carolina General Court of Justice in Beaufort County, North Carolina.

Section 13.06. Limitation on Liability of Officers and Agents. No officer, agent or employee of the County, the Trustee or the LGC is subject to any personal liability or accountability by reason of that officer's execution of this Agreement, the Bonds or any other documents related to the transactions contemplated by this Agreement. These officers or agents are deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section does not relieve any person from the performance of any official duty provided by law or by this Agreement.

Section 13.07. Binding Effect. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

Section 13.08. Waiver of Notice. Whenever in this Agreement the giving of notice is required, the giving of such notice may be waived in writing by the person entitled to receive such notice, and the giving or receipt of such notice will not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 13.09. Counterparts. This Agreement may be signed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

Section 13.10. Definitions; Rules of Interpretation. Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in Exhibit A, and this Agreement will be interpreted in accordance with the rules set forth in Exhibit A.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their corporate names by their duly authorized representatives, all as of May 1, 2021.

(SEAL)

ATTEST:

BEAUFORT COUNTY, NORTH CAROLINA

_____
Katie Mosher
Clerk, Board of Commissioners

By: _____
Brian Alligood
County Manager

REGIONS BANK, as Trustee

By: _____

Printed name: _____

Title: _____

Exhibits:

A Definitions; Rules of Interpretation
B Form of the Bonds
C Schedule of principal and interest payments

[Trust Agreement dated as of May 1, 2021]

Exhibit A -- Definitions; Rules of Interpretation

Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms have the following meanings.

"2021 Bonds" means the [$34,000,000] original aggregate principal amount Limited Obligation Bonds, Series 2021, issued pursuant to this Agreement.

"Additional Bonds" means any Bonds delivered pursuant to Section 1.06.

"Additional Payments" means the Trustee's reasonable and customary fees and expenses, any of the Trustee's expenses (including legal fees, costs and expenses) in prosecuting or defending any action or proceeding in connection with this Agreement, or any other amounts payable by the County as a result of its covenants under this Agreement or the Bonds (together with interest that may accrue on any of the above if the County fails to pay the same, as set forth in this Agreement).

"Amount Advanced" has the meaning assigned in Section 1.01.

"Bond Counsel" means any attorney or firm of attorneys nationally recognized on the subject of municipal obligations as the County may select from time to time.

"Bond Payments" means all the amounts due for payment of principal, interest and redemption premium (as applicable) on Bonds.

"Bondholder," means the person in whose name a Bond is registered on the registration books maintained by the Trustee.

"Bonds" means, together, the 2021 Bonds and all Additional Bonds.

"Business Day" means any day (a) other than a day on which banks in New York, New York, or the city to which notices to the Trustee under this Agreement are to be sent, are required or authorized to close, and (b) on which the New York Stock Exchange is not closed.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties and the 2021 Bonds are delivered to their initial purchaser, which the parties expect to be on or about May 6, 2021.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Bonds.

"County" means Beaufort County, North Carolina, or its successors.

"County Board" means the County's governing board as from time to time constituted.

"County Certificate" means any written document (in whatever form, however designated) executed and delivered by a County Representative.

"County Representative" means the County Manager, the County's statutory finance officer, or any other person or persons at the time designated, by a written certificate furnished to the Trustee that (a) is signed on the County's behalf by the County Manager or the presiding officer of the County Board to act on the County's behalf (or to perform any specified act) under this Agreement, and (b) contains the specimen signature of the designated person.

"Default" means an event or condition that, with notice or the passage of time or both, would become an Event of Default.

"District Bonds" means the following general obligation bonds issued in 2012 by water and sewer districts created in the County: District I General Obligation Refunding Bond in the principal amount of $4,650,000, Beaufort County Water District II-Long Acre West General Obligation Refunding Bond in the principal amount of $3,255,000, Beaufort County Water District III-Long Acre East General Obligation Refunding Bond in the principal amount of $3,995,000, Beaufort County Water District IV-Bath Township General Obligation Refunding Bond in the principal amount of $6,695,000, Beaufort County Water District V-Pantego Township General Obligation Refunding Bond in the principal amount of $3,135,000, Beaufort County Water District VI-Chocowinity/Richland General Obligation Refunding Bond in the principal amount of $9,555,000 and Beaufort County Water and Sewer District VII-Richland Township General Obligation Refunding Bond in the principal amount of $4,720,000.

"DTC" means The Depository Trust Company, New York, New York, or its successors as the securities depository maintaining a book-entry system for recording beneficial ownership interests in the Bonds

"EMMA System" means the "EMMA" continuing disclosure system maintained by the MSRB, or any successor to its functions.

"Event of Default" has the meaning set forth in Section 8.01.

"Event of Nonappropriation" means a failure or refusal by the County Board to include funds for Bond Payments and Additional Payments in the County's budget for any Fiscal Year, or any reduction or elimination of an appropriation for Bond Payments and Additional Payments, all as further described in Section 4.02.

"Federal Securities" means, to the extent the same are Legal Investments, (a) direct obligations of the United States for which its full faith and credit are pledged, or (b) securities or obligations evidencing direct ownership interests in specified portions (principal or interest) of obligations described in (a), and expressly includes obligations stripped by the United States Treasury itself.

"Financing Costs" means all professional and administrative costs related to the authorization, execution and delivery of Bonds, including printing and publication costs and legal, accounting, advisory and other fees and expenses. Financing Costs are a subset of Project Costs.

"Fiscal Year" means the County's fiscal year beginning July 1, or such other fiscal year as the County may later lawfully establish, and also includes the period between the Closing Date and June 30, 2021.

"Independent Counsel" means an attorney duly admitted to the practice of law in the State as the County may select from time to time.

"Interest Account" means the account of that name in the Payment Fund established in Section 3.01.

"Legal Investments" means all investments as are legal investments for the County's funds, as determined at the time of investment, and "Investment

Obligations" means the securities purchased as Legal Investments and held under this Agreement.

"LGC" means the North Carolina Local Government Commission, or any successor to its functions.

"Majority Owners" means, as of any date, the Owners of at least a majority in principal amount of the Bonds then Outstanding.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor to its functions.

"Opinion of Counsel" or "Opinion of Bond Counsel" means a written opinion of Independent Counsel or Bond Counsel, as appropriate.

"Outstanding," when used with reference to Bonds, or "Bonds Outstanding," means all Bonds which have been authenticated and delivered by the Trustee under this Agreement and not yet paid, except the following:

(a) Bonds canceled or purchased by or delivered to the Trustee for cancellation;

(b) Bonds that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment, including interest accrued to the due date, of which the Trustee holds sufficient moneys;

(c) Bonds deemed paid in accordance with Article IX; and

(d) Bonds in lieu of which others have been authenticated under Section 12.05 (relating to registration and exchange of Bonds) or Section 12.06 (relating to mutilated, lost, stolen, destroyed or undelivered Bonds).

"Owner," when used with reference to a Bond, means the person in whose name that Bond is registered on the registration books maintained by the Trustee.

"Payment Date" means, with respect to the 2021 Bonds, each June 1 and December 1 beginning December 1, 2021, and with respect to any Additional Bonds means the dates specified for principal and interest payments with respect to those Additional Bonds.

"Payment Fund" means the Beaufort County 2021 Bond Payment Fund established in Section 3.01.

"Redemption Account" means the account of that name in the Payment Fund established in Section 3.01.

"Rule 15c2-12" means Rule 15c2-12 promulgated by the United States Securities Exchange Commission under the Securities Act of 1934.

"Principal Account" means the account of that name in the Payment Fund established in Section 3.0.

"Proceeds Fund" means the Beaufort County 2021 Bond Proceeds Fund established in Section 3.01.

"Record Date" means the end of the calendar day on the 15th day of the month (whether or not a Business Day) preceding a Payment Date.

"Refinancing Costs" means all costs related to the payment in full of the County obligations to pay principal and interest with respect to the $36,005,000 (original aggregate principal amount) Limited Obligation Bonds (Beaufort Districts General Obligation Refunding Bonds), Series 2012.

"Section 160A-20" means Section 160A-20 of the North Carolina General Statutes.

"Security Property" means the District Bonds and the other property subject to the Security Interest as provided in Section 4.03.

"Security Interest" has the meaning assigned in Section 4.03.

"State" means the State of North Carolina.

"Term Bonds" means the 2021 Bonds maturing in the years _____, which are subject to sinking fund redemption as provided in Section 2.01(b) and 2.05.

"Trust Agreement" or "Agreement" means this Agreement, as it may be duly amended or supplemented.

"Trustee" means the bank or trust company from time to time serving as trustee under this Agreement, whether the original or a successor Trustee.

Rules of Interpretation. Unless the context otherwise requires,

(a) An accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles, and any accounting term should be understood to include any successor term or other new term with a substantially equivalent function.

(b) Unless otherwise indicated, references to Articles, Sections and Exhibits are to the Articles, Sections and Exhibits of this Agreement.

(c) Words importing the singular will include the plural and vice versa, and words importing the masculine gender will include the feminine and neuter genders as well, and vice versa.

(d) The headings on sections and articles are solely for convenience of reference. They do not constitute a part of this Agreement nor should they affect its meanings, construction or effect.

(e) Words importing the redemption or calling for redemption of Bonds should not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(f) Reference to any statute or regulation should be understood to include any successor provision.

(g) All references to the payment of Bonds are references to payment of principal of and premium, if any, and interest with respect to the Bonds; and

(h) The use of the term "including" should in all cases be understood to mean "including, without limitation."

(i) For any interest rate for which a basis of calculation is not specified, that interest should be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Exhibit B – Form of 2021 Bond

REGISTERED **Number R-X** **REGISTERED**

BEAUFORT COUNTY, NORTH CAROLINA

Limited Obligation Bond, Series 2021

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____ %	June 1, ____	May ___, 2021	XXX XXX XXX

REGISTERED OWNER: *****CEDE & CO.*****

PRINCIPAL AMOUNT: **** _____ THOUSAND DOLLARS****
****($_____,000)***

BEAUFORT COUNTY, NORTH CAROLINA (the "County"), for value received, promises to pay, but solely from the sources and in the manner provided, to the registered owner hereof, or registered assigns or legal representative, the principal amount stated above on the maturity date stated above, and to pay interest on this Bond semiannually on each June 1 and December 1, beginning December 1, 2021, at the annual rate stated above.

Interest is payable (a) from the Dated Date stated above, if this Bond is authenticated prior to December 1, 2021, or (b) otherwise from the June 1 or December 1 that is, or immediately precedes, the date on which this Bond is authenticated (unless payment of interest on this Bond is in default, in which case this Bond will bear interest from the date to which interest has been paid). Principal and interest are payable in lawful money of the United States of America.

This Bond is one of an issue of [$34,000,000] Limited Obligation Bonds, Series 2021 (the "Bonds"), of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity. The Bonds are issued under, and are equally and ratably secured by, a Trust Agreement dated as of May 1, 2021 (the "Trust Agreement"), between the County and Regions Bank, as trustee (the "Trustee").

This Bond constitutes an installment contract within the meaning of Section 160A-20 of the North Carolina General Statutes, as the same may be in effect from time to time ("Section 160A-20"), between the County and the owner (from time to time) of this Bond. The Bonds are payable solely from funds appropriated on an annual basis by the County's governing Board of Commissioners, and other funds available for the purpose of payment pursuant to the Trust Agreement, such as the proceeds of remedial action, which revenues and other moneys have been pledged as described in the Trust Agreement to secure payment of the Bonds. Neither the County's faith and credit nor its taxing power is pledged to the payment of any amounts due under the Bonds. As provided for under Section 160A-20, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Bonds or the Trust Agreement.

Reference is made to the Trust Agreement and all amendments and supplements for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the County and the Trustee, the rights of the Owners of the Bonds and the terms upon which the Bonds are executed, delivered and secured, to all of which provisions the owner of this Bond, by the acceptance of this Bond, agrees. Additional Bonds secured by a parity interest in the property securing the Bonds may be issued under the terms and conditions set forth in the Trust Agreement.

The Bonds are issued by means of a book-entry system, with one certificate for each maturity immobilized at The Depository Trust Company, New York, New York ("DTC"), and not available for distribution to the public. Transfer of beneficial ownership interests in the Bonds in the principal amount of $5,000 or any integral multiple thereof will be effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Principal and interest on the Bonds are payable to DTC or its nominee as registered owner of the Bonds. Neither the Trustee nor the County is responsible or liable for the transfer of ownership or payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County so elects, the County and the Trustee will discontinue the book-entry system with DTC. If the County does not identify another qualified securities depository to replace DTC, the County will prepare and execute, and the Trustee will authenticate and deliver in exchange, replacement Bonds in the form of fully registered Bonds.

The Bonds may not be redeemed prior to maturity except as provided in this Bond and in the Trust Agreement.

The Bonds maturing on or June 1, 20__, are subject to redemption at the County's option in whole or in part on any date on or after June 1, 20__, upon payment of the principal amount to be prepaid plus interest accrued to the redemption date, without premium. If less than all the Bonds are to be redeemed pursuant to this provision, they will be redeemed among maturities in any manner the County chooses.

The Trustee will redeem Bonds maturing on June 1, 20__, upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, on June 1 in years and amounts as follows:

Year	**Amount ($)**
To come.	

*Final maturity

The amount of Bonds to be redeemed on any sinking fund payment date may be reduced in accordance with the provisions of the Trust Agreement.

If less than all the Bonds of any maturity are called for redemption, the Trustee will select the Bonds to be redeemed by lot; provided, however, that so long as a book-entry system with DTC is used for recording beneficial ownership of Bonds, if less than all of the Bonds within a maturity are to be redeemed, DTC and its participants will determine which of the Bonds within any such maturity are to be redeemed.

In any case, (1) the portion of any Bond to be prepaid will be in the principal amount of $5,000 or some integral multiple thereof, and (2) in selecting Bonds for redemption, each Bond will be considered as representing that number of Bonds which is obtained by dividing the principal amount of that Bond by $5,000. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unpaid portion will be issued to the registered owner upon the surrender of the Bond.

The Trustee will send notice of redemption to DTC or its nominee as the Owner of the Bonds as provided in the Trust Agreement. The Trustee will send the notice not more than 60 days nor less than 30 days prior to the date fixed for redemption. Neither the Trustee nor the County is responsible for sending notices of redemption to anyone other than DTC or its nominee, so long as all the Bonds to be redeemed are held in a book-entry-only form with DTC.

If on or before the date fixed for redemption funds have been deposited with the Trustee to pay the principal and interest accrued to the redemption date with respect to the Bonds called for redemption, the Bonds or portions thereof thus called for redemption will cease to accrue interest from and after the redemption date, will no longer be entitled to the benefits provided by the Trust Agreement, and will not be deemed to be Outstanding under the Trust Agreement.

The Owner of this Bond has no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement. Changes to or supplements of the Trust Agreement may be made to the extent and in the circumstances permitted by the Trust Agreement.

Ownership of this Bond will be registered on the Bond register (as provided for in the Trust Agreement) to be kept for that purpose by the Trustee, which will act as Bond registrar for the Bonds. This Bond may be exchanged, and its transfer may be effected, only by the Owner hereof in person or by attorney duly authorized in writing at the designated office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender and cancellation of this Bond. Upon exchange or registration of such transfer a new registered Bond or Bonds of the same maturity and interest rate

and of authorized denomination or denominations for the same aggregate principal amount will be issued in exchange therefor.

The County and the Trustee may deem and treat the person in whose name this Bond will be registered on the Bond register as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal of and interest due on this Bond and for all other purposes, and neither the County nor the Trustee will be affected by any notice to the contrary, except that interest payments will be made to the persons shown as Owners on the Trustee's registration books on the **Record Date**, which is the end of the calendar day on the 15th day of the month (whether or not a business day) preceding each Payment Date.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina to happen, exist or be performed precedent to and in the execution and delivery of this Bond have happened, exist and have been performed.

This Bond and the issue of which it is a part are issued with the intent that North Carolina law will govern this Bond and all matters of its interpretation.

This Bond will not be entitled to any benefit under the Trust Agreement or be valid or obligatory for any purpose until the Trustee has executed the Certificate of Authentication appearing on this Bond.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the County has caused this instrument to be signed, sealed and delivered by duly authorized representatives, as of the day and year first above written.

(SEAL)

ATTEST:

BEAUFORT COUNTY, NORTH CAROLINA

_____
Katie Mosher
Clerk, Board of Commissioners

By: _____
Brian Alligood
County Manager

[Beaufort County, North Carolina
[$34,000,000] Taxable Limited Obligation Refunding Bonds, Series 2021]

This Bond has been approved under the provisions of Section 160A-20 and Article 8, Chapter 159 of the General Statutes of North Carolina.

Sharon G. Edmundson
Secretary, North Carolina
Local Government Commission

By _____
[Sharon G. Edmundson
Or Designated Assistant]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds referred to in the Trust Agreement dated as of May 1, 2021 (the "Trust Agreement"), between Beaufort County, North Carolina, and Regions Bank, as trustee (the "Trustee").

Date of Authentication: _____

REGIONS BANK, as Trustee

By: _____
Authorized Representative

[Beaufort County, North Carolina
[$34,000,000] Taxable Limited Obligation Refunding Bonds, Series 2021]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

_____

(Please print or type transferee's name and address, including zip code)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE:

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer said certificate on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

(Signature of Owner)

_____

NOTICE: Signature(s) must be guaranteed by a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program

NOTICE: The signature above must correspond with the name the Owner as it appears on the front of this certificate in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT C – Schedule of Payments on 2021 Bonds

Principal is payable in the amounts and on the dates as shown below, subject to redemption of Bonds as provided in this Agreement. Interest is payable on the dates shown below.

Each portion of the Amount Advanced will bear interest from the Closing Date until paid. Interest is calculated at the rates shown in Section 1.03. The schedule below shows the expected interest payment amounts. The County's obligation for each Payment Date is the amount shown above as the "total payment" for that date, subject to adjustment as provided in Section 3.03(c).

Payment Date	Principal ($)	Interest ($)	Total Payment ($)
To come.			

S☆H draft of March 23

ESCROW AGREEMENT

This Escrow Agreement (the "Agreement") is dated as of May 1, 2021, and is between Beaufort County, North Carolina (the "County"), and Regions Bank (the "Escrow Agent").

RECITALS:

The County has previously provided for the issuance of $36,005,000 (original aggregate principal amount) Limited Obligation Bonds (Beaufort Districts General Obligation Refunding Bonds), Series 2012 (the "Prior Bonds").

The County is now providing for the redemption and refunding of the outstanding Prior Bonds. Exhibit A specifies the Prior Bonds that are being defeased and refunded (the "Refunded Bonds").

The County will provide for a portion of the proceeds of its $_____ Taxable Limited Obligation Refunding Bonds, Series 2021 (the "2021 Bonds"), to be used for this defeasance and refunding. The Escrow Agent will hold funds pursuant to this Agreement and the provisions of a resolution adopted by the County's governing Board of Commissioners on April 5, 2021 (the "2021 Resolution").

Now, therefore, in consideration of the foregoing and of the mutual covenants in this Agreement, the County and the Escrow Agent agree as follows:

SECTION 1. There is established with the Escrow Agent a special and irrevocable trust fund designated as the "Beaufort County 2021 Refunding Escrow Fund" (the "Escrow Fund"). The Escrow Agent will hold the Escrow Fund as a trust fund separate and apart from all other funds of the County or of the Escrow Agent. The Escrow Agent must use the funds on deposit in the Escrow Fund solely for the payment and redemption of the Refunded Bonds and for the other purposes provided for in this Agreement.

SECTION 2. To secure the payment of the principal of and interest on the Refunded Bonds, the County pledges and sets over to the Escrow Agent the amounts specified in Section 3 for deposit in the Escrow Fund, in trust for the benefit and security of the owners of the Refunded Bonds, subject to the terms and conditions of this Agreement.

SECTION 3. (a) The Escrow Agent acknowledges receipt of the following funds:

From the County, from the proceeds of the 2021 Bonds	$_____
From other County funds	_____
For a total of	$_____

(b) The County directs the Escrow Agent to apply the funds described in paragraph (a) as shown in the following table, and the Escrow Agent agrees to make this application:

To purchase the securities shown on Exhibit B (the "Escrow Investments")	$_____
Held in cash uninvested	_____
For a total of	$_____

The Escrow Agent will hold the Escrow Investments and other funds described above in the Escrow Fund.

SECTION 4. The County represents and warrants that the Escrow Investments will earn interest and mature in such amounts and at such times as will be sufficient, together with other funds held in the Escrow Fund, to pay the remaining debt service on the Refunded Bonds through the redemption date specified in Exhibit A.

Exhibit C shows (a) the schedule of expected receipts from the Escrow Investments and (b) the disbursements from the Escrow Fund required to pay the Refunded Bonds on each remaining payment date. The County consents to the Escrow Agent's reliance on the dates and amounts set forth in Exhibit C.

If the moneys in the Escrow Fund are insufficient for the purposes of this Agreement, the County is responsible for the timely deposit to the credit of the Escrow Fund of such additional amounts as may be required to cure the deficiency. The Escrow Agent will notify the County of any insufficiency as soon as it knows of the deficiency, but the Escrow Agent is not responsible for the County's failure to make any deposits. The Escrow Agent will make neither investments nor distributions unless and until the Escrow Agent has collected funds.

SECTION 5. No substitution of the Escrow Investments is permitted.

SECTION 6. The Escrow Agent will collect payments of the principal of and interest on the Escrow Investments on the respective due dates. On each payment date for the Refunded Bonds, the Escrow Agent will transfer sufficient moneys from the amounts available in the Escrow Fund for the payment of the principal and interest due on the Refunded Bonds on that date. The Escrow Agent will make these payments to The Depository Trust Company, unless the County notifies the Escrow Agent in writing that the Refunded Bonds are no longer in book-entry-only form.

If the Refunded Bonds are converted to certificated form, the County agrees that not later than thirty days prior to the next ensuing interest payment date for the Refunded Bonds, it will appoint a paying agent for the Refunded Bonds and give the Escrow Agent written notice of this appointment. In that case, the Escrow Agent will make payments to the County's designated paying agent.

The Escrow Agent will make the payments required in this Section without regard to whether the owners have presented any of the Refunded Bonds to the County or otherwise.

SECTION 7.The Escrow Investments, moneys representing principal of and interest earned on Escrow Investments and any other funds on deposit in the Escrow Fund from time to time are hereby made subject to an express lien and trust for the benefit of the owners of the Refunded Bonds until used and applied in accordance with this Agreement.

SECTION 8.The Escrow Agent acknowledges receipt of a certified copy of the 2021 Resolution calling the Refunded Bonds for redemption, and of a copy of the Finance Officer's certificate contemplated by the 2021 Resolution related to the final call for redemption. The County confirms that it has specifically and irrevocably elected to defease and redeem all of the Refunded Bonds as described on Exhibit A.

The County irrevocably directs the Escrow Agent to, and the Escrow Agent agrees that it will, promptly after the original execution and delivery of this Escrow Agreement, provide for a notice in substantially the form of Exhibit D to be posted with the EMMA continuing disclosure system of the Municipal Securities Rulemaking Board (the "MSRB") with respect to the Refunded Bonds.

The County irrevocably directs the Escrow Agent to, and the Escrow Agent agrees that it will, at least thirty days but not more than sixty days before June 1, 2022, cause a notice substantially in the form of Exhibit E (a) to be sent to The Depository Trust Company both (i) by registered or certified mail, postage prepaid, to Supervisor, Call Notification Department, The Depository Trust Company, 55 Water St., 50th Floor, New York NY 10041-0004, and (ii) by electronic mail to redemptionnotification@dtcc.com, and (b) to be posted with the MSRB's EMMA continuing disclosure system with respect to the Refunded Bonds.

SECTION 9.The Escrow Agent's liability to make the payments required by this Agreement with respect to the Refunded Bonds is limited to the principal of and interest received on the Escrow Investments and the other funds on deposit in the Escrow Fund. The Escrow Agent is not liable for any loss resulting from any investment made pursuant to this Agreement in compliance with the provisions of this Agreement.

This Agreement is between the County and the Escrow Agent only. The Escrow Agent's duties under this Agreement are only to the County and the owners of the Refunded Bonds.

The Escrow Agent has no responsibility to the County or any other person in connection with this Agreement except for those responsibilities specifically provided in this Agreement. The Escrow Agent is not responsible for anything done or omitted to be done by it except with regard to its own gross negligence, willful misconduct or default in the performance of any obligation imposed on it under this Agreement. The Escrow Agent, except as specifically provided for in this Agreement, is not a party to, nor is it bound by or need it consider the terms or provisions of, any other agreement or undertaking between the County and any other person. The Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement. Unless specifically provided in this Agreement, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the County's performance or failure of performance with respect to agreements with others. The Escrow Agent's sole duty under this Agreement is to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Agreement, as this Agreement constitutes the complete agreement and understanding by all parties to this Escrow Agreement.

The Escrow Agent may act upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other instrument or document which the Escrow Agent in good faith believes to be genuine and to be what it purports to be.

If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent is obligated to exercise reasonable care and diligence in making the determination. In the event of error in making such a determination, the Escrow Agent will be liable for its own gross negligence or willful misconduct. In determining the occurrence of any event or contingency, the Escrow Agent may request from the County or any other person reasonable additional evidence as the Escrow Agent in its reasonable discretion may deem appropriate to determine any fact relating to the event or contingency, and in this connection may inquire and consult with the County, among others, at any time, and will be protected in relying on inquiry and consultation with the County. The Escrow Agent may consult with legal counsel (including in-house

counsel), and the opinion of counsel as to any legal matters will be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with that opinion.

The Escrow Agent has the right to petition any court of competent jurisdiction to resolve any dispute arising under this Agreement.

If the Escrow Agent fails to account for any of the investments or funds held under this Agreement, those investments or funds will be and remain the property of the Escrow Fund in trust for the owners of the Refunded Bonds as provided in this Agreement.

The funds and securities received by the Escrow Agent under this Agreement are not a banking deposit by the County. The County has no right or title with respect to these funds and securities. The funds and securities received by the Escrow Agent under this Agreement are not subject to checks or drafts drawn by the County or claims against the County by any creditor of the County, other than the owners of the Refunded Bonds.

SECTION 10.The trust created under this Agreement is irrevocable. This Agreement will terminate when the Escrow Agent has made all payments as contemplated by Section 6 and the Escrow Agent has made the final report and disbursement contemplated by Section 13. The Escrow Agent will thereupon be released and discharged from this Agreement, and the owners of the Refunded Bonds may then look only to the County for the payment of the Refunded Bonds.

SECTION 11. The County will pay all necessary and proper fees, compensation and expenses of the Escrow Agent under this Agreement. The County agrees, to the extent permitted by law, to indemnify the Escrow Agent and hold it harmless against any liability it may incur while acting in good faith in its capacity as Escrow Agent under this Agreement, including, but not limited to, payment of any court costs and reasonable legal fees, costs and expenses. The County will pay, or provide for the payment of, these costs, from sources other than the Escrow Fund. In no None of these costs, charges, expenses will have any claim against the Escrow Fund. The Escrow Agent will assert no lien against the Escrow Fund in connection with any payment owed to it.

SECTION 12. The Escrow Agent agrees to perform all the duties and obligations imposed upon it by this Agreement.

The Escrow Agent may resign and thereby become discharged from the duties and obligations created by this Agreement by giving written notice to the County. This resignation will take effect only upon the County's appointment of a new escrow agent.

If the County fails to appoint a successor Escrow Agent within 45 days of notice from the departing Escrow Agent, the departing Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. The court may thereupon appoint a successor Escrow Agent after such notice, if any, as the court may deem proper.

The Escrow Agent may be removed at any time by an instrument, or concurrent instruments, in writing, executed by the owners of not less than 51% in aggregate principal amount of the unpaid Refunded Bonds, such instruments to be filed with the County, and notice in writing given by such owners to the County and (unless all of the owners of the unpaid Refunded Bonds have consented to the removal) sent not less than 60 days before the removal is to take effect.

The Escrow Agent may also be removed at any time for any material breach of trust or for acting or proceeding in material violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement, by any court of competent jurisdiction upon the application of the County or the owners of not less than 10% in aggregate principal amount of the unpaid Refunded Bonds.

Upon the appointment of any successor escrow agent, the departing Escrow Agent will execute any agreements, assignments and other documents as may be necessary to vest in the successor escrow agent all the title, rights, duties and obligations of the Escrow Agent under this Agreement and in the Escrow Investments and other funds deposited or to be deposited or received by the Escrow Agent under this Agreement, as the County may reasonably request. Upon acceptance by the successor escrow agent of the responsibilities under this Agreement, all further title, rights, duties and obligations of the departing Escrow Agent under this Agreement cease and are discharged, except for rights or liabilities accrued to or by the County or the Escrow Agent.

Any company or national banking association into which the Escrow Agent may be merged or converted, or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Escrow Agent may be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its municipal corporate trust business, will be the successor to the Escrow Agent without the execution or filing of any paper or further act by the successor Escrow Agent.

Upon the taking of office of any successor Escrow Agent, the new Escrow Agent must promptly cause notice of its appointment and contact information (identifying this Agreement) to be posted with the MSRB's EMMA continuing disclosure system with respect to the Refunded Bonds.

SECTION 13. (a) On or before August 1, 2021, the Escrow Agent must deliver to the County (i) a report of each transaction relating to the Escrow Fund for the prior fiscal year ended June 30, and (ii) a schedule of the assets of the Escrow Fund as of the preceding July 1. In lieu of these reports, the Escrow Agent may provide monthly statements providing substantially equivalent information.

(b) Then, or before July 15, 2022, the Escrow Agent must send to the County a complete statement of all transactions concerning the Escrow Fund through the final disbursement of funds from the Escrow Fund as provided for in Section 6. At that same time, if any amounts remain in the Escrow Fund, the Escrow Agent will disburse the remaining amounts as the County may at that time direct.

(c) The County will promptly send a copy of each report received under this Section to the North Carolina Local Government Commission.

SECTION 14. This Agreement may be amended to (a) correct language or to cure any ambiguity or defective provisions, omission, mistake or manifest error contained in this Agreement, or (b) to provide for the deposit of additional cash or securities in the Escrow Fund. All amendments must be in writing signed by all parties to this Agreement, but no consent of any owners of Refunded Bonds is required.

SECTION 15. (a) The parties intend that North Carolina law will govern this Agreement and all matters of its interpretation.

(b) This Agreement may be executed in several counterparts, all or any of such may be regarded for all purposes as one original and which will constitute and be but one and the same instrument.

(c) All of the County's representations, covenants and indemnifications in this Agreement will survive this Agreement's termination.

(d) This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

(e) Any notice, authorization, request, or demand required or permitted to be given to the County or the Escrow Agent under this Agreement must be in writing (not including electronic mail or facsimile transmission) and will be deemed delivered on the date shown on a certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

to the County, to

Beaufort County, North Carolina
Attention: Finance Officer
Re: Notice under 2021 refunding bond escrow agreement
121 West Third St.
Washington, NC 27889

to the Escrow Agent, to

Regions Bank --
Corporate Trust
Regarding: Notice under 2021 Refunding Bond Escrow
Agreement for Beaufort County, North Carolina
1180 West Peachtree St., STE 1200
Atlanta, GA 30309

Either party may change its addresses for notices by written notice of the change given under this Agreement.

(f) Whenever under the terms of this Agreement the performance date of any act to be done under this Agreement falls on a day which is not a legal banking day in the State of North Carolina, and upon which the Escrow Agent is not open for business, the performance of that act on the next succeeding business day of the Escrow Agent will be in full compliance with this Agreement. Whenever time is referred to in this Agreement it will be the time recognized by the Escrow Agent (at the office specified in subsection (e) above) in the ordinary conduct of its normal business transactions.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by duly authorized officers as of the date first above written.

Beaufort County, North Carolina

By: _____
Anita Radcliffe
Finance Director

Regions Bank,
as Escrow Agent

By: _____

Name: _____

Title: _____

[Escrow Agreement dated as of May 1, 2021]

EXHIBIT A
BONDS BEING REDEEMED AND REFUNDED

All of the Prior Bonds maturing on and after June 1, 2021 (2021 through 2041), are refunded. The Bonds maturing on June 1, 2021 and June 1, 2022 are defeased and will be paid in the ordinary course. The Bonds maturing on and after June 1, 2023, will be redeemed on June 1, 2022.

EXHIBIT B
INITIAL ESCROW SECURITIES

Security Description*	Par Amount ($)	Interest Rate (%)	Maturity Date	Receipts at Maturity ($)

* All are United States Treasury Securities – State and Local Series.

EXHIBIT C
OPERATION OF THE ESCROW FUND

Date	Available Cash	Receipts from Escrow Investment	Total Funds Available	Escrow Requirement	Balance after Payment
xxxx*	xxx**				xxx**
6/1/2021	xxx				
12/1/2021					
6/1/2022				xxxx***	

* Closing date

**Initial cash deposit at closing

*** Includes $_____ in redeemed principal

EXHIBIT D

REFUNDING NOTICE

Beaufort County, North Carolina

Limited Obligation Bonds
(Beaufort Districts General Obligation Refunding Bonds), Series 2012

[dated August 8, 2012; original principal amount $36,005,000]

TAKE NOTICE that Beaufort County, North Carolina (the "County"), has defeased all of the outstanding bonds of the above-referenced issue.

The County has elected to redeem and will redeem on June 1, 2022, all of the outstanding Bonds that mature on and after June 1, 2023. These Bonds will be redeemed at a redemption price equal to the principal amount thereof. The Bonds maturing June 1, 2021, and June 1, 2022, have been defeased, and will be paid in the ordinary course.

The CUSIP numbers and other details of the Bonds to be redeemed are as follows:

CUSIP	Maturity Date (6/1)	Principal Amount ($)	Redemption Price*	Interest Rate (%)
074342 AJ5	2021	1,345,000	**	5.00
074342 AK2	2022	1,395,000	**	5.00
074342 AL0	2023	1,440,000	100.000	5.00
074342 AM8	2024	1,505,000	100.000	5.00
074342 AN6	2025	1,545,000	100.000	5.00
074342 AP1	2026	1,600,000	100.000	5.00
074342 AQ9	2027	1,630,000	100.000	3.00

074342 AR7	2028	1,650,000	100.000	3.125
074342 AS5	2032	6,950,000	100.000	4.00
074342 AT3	2036	6,810,000	100.000	4.00
074342 AU0	2041***	4,245,000	100.000	3.75
074342 AV8	2041***	1,100,000	100.000	4.25

*As a percentage of par

**Defeased only, and will be paid in the regular course; not subject to early redemption.

***Part of a bifurcated maturity

The CUSIP numbers listed above are included solely for the convenience of the Bondowners. Neither the County nor the Escrow Agent (as identified below) is responsible for the use of the CUSIP numbers, and no representation is made as to their correctness on the securities or as indicated on any redemption notice.

Interest on the Bonds being redeemed prior to their stated maturity dates will cease to accrue from and after June 1, 2022.

Payment of the redemption price for all Bonds will be made on presentation and surrender of the Bonds through The Depository Trust Company.

The County has deposited with the Escrow Agent United States Treasury Obligations sufficient to pay all remaining payments in a timely manner.

Additional notice of redemption will be provided to registered owners of the Bonds to be redeemed prior to their stated maturity dates not less than 30 days prior to the redemption date.

Persons seeking additional information may contact the undersigned Escrow Agent at [telephone number].

Regions Bank,
as Escrow Agent
Atlanta, Georgia

EXHIBIT E

REDEMPTION NOTICE

Beaufort County, North Carolina

Limited Obligation Bonds
(Beaufort Districts General Obligation Refunding Bonds), Series 2012

[dated August 8, 2012; original principal amount $36,005,000]

TAKE NOTICE that Beaufort County, North Carolina (the "County"), has elected to redeem and will redeem on June 1, 2022, all of the outstanding Bonds of the above-referenced issue that mature on and after June 1, 2023. These Bonds will be redeemed at a redemption price equal to the principal amount thereof.

The CUSIP numbers and other details of the Bonds to be redeemed are as follows:

CUSIP	Maturity Date (6/1)	Principal Amount ($)	Redemption Price*	Interest Rate (%)
074342 AL0	2023	1,440,000	100.000	5.00
074342 AM8	2024	1,505,000	100.000	5.00
074342 AN6	2025	1,545,000	100.000	5.00
074342 AP1	2026	1,600,000	100.000	5.00
074342 AQ9	2027	1,630,000	100.000	3.00
074342 AR7	2028	1,650,000	100.000	3.125
074342 AS5	2032	6,950,000	100.000	4.00
074342 AT3	2036	6,810,000	100.000	4.00

074342 AU0	2041**	4,245,000	100.000	3.75
074342 AV8	2041**	1,100,000	100.000	4.25

*As a percentage of par

**Part of a bifurcated maturity

The CUSIP numbers listed above are included solely for the convenience of the Bondowners. Neither the County nor the Escrow Agent (as identified below) is responsible for the use of the CUSIP numbers, and no representation is made as to their correctness on the securities or as indicated on any redemption notice.

Interest on the Bonds will cease to accrue from and after June 1, 2022.

The Bonds maturing June 1, 2022, have been defeased and will be paid in the ordinary course.

Payment of the redemption price for the Bonds will be made on presentation and surrender of the Bonds through The Depository Trust Company.

The County has deposited with the Escrow Agent United States Treasury Obligations sufficient to pay the redemption price in a timely manner.

All owners submitting their Bonds must also submit Internal Revenue Service Form W-9. Failure to provide a completed Form W-9 will result in 31% backup withholding to bondowners pursuant to the Interest and Dividend Tax Compliance Act of 1983. Form W-9 may be obtained from the Internal Revenue Service.

Persons seeking additional information may contact the undersigned Escrow Agent at [telephone number].

Regions Bank,
as Escrow Agent
Atlanta, Georgia

$[Amount]
BEAUFORT COUNTY, NORTH CAROLINA
TAXABLE LIMITED OBLIGATION BONDS, SERIES 2021

BOND PURCHASE AGREEMENT

_____, 2021

Beaufort County, North Carolina
Washington, North Carolina

Ladies and Gentlemen:

The undersigned, Robert W. Baird & Co. Incorporated (the "Underwriter"), offers to enter into the following purchase agreement (this "Bond Purchase Agreement") with Beaufort County, North Carolina (the "County"), which, upon the County's acceptance of this offer, will be binding upon the County and the Underwriter. This offer is made subject to the County's acceptance of this Bond Purchase Agreement, which acceptance shall be evidenced by the execution and delivery of this Bond Purchase Agreement by a duly authorized officer of the County on or before 6:00 p.m., Eastern Time, on the date shown above. Upon such acceptance, execution and delivery, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the County and the Underwriter. Except as expressly otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in the Preliminary Official Statement (as defined below).

(1) Purchase and Sale. (a) Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the County, and the County hereby agrees to sell to the Underwriter, all (but not less than all) of the $[Amount] aggregate principal amount of the County's Taxable Limited Obligation Bonds, Series 2021 (the "Bonds"), dated the date of payment for and the delivery of the Bonds (such payment and delivery being herein sometimes called the "Closing"). The purchase price for the Bonds shall be $_____ (principal amount of the Bonds, less underwriter's discount of $_____) (the "Purchase Price"). The Underwriter shall pay the Purchase Price for the Bonds on the day of the Closing by wiring $_____, at the County's direction, to the Trustee (as defined below).

(b) The Bonds shall be issued and secured under and pursuant to a Trust Agreement dated as of May 1, 2021 (the "Trust Agreement") between the County and Regions Bank, as trustee (the "Trustee"). The County is authorized pursuant to Section 20 of Chapter 160A of the General Statutes of North Carolina (the "Act") to issue the Bonds for the purpose of providing funds to the County to (i) refinance the Limited Obligation Bonds (Beaufort Districts General Obligation Refunding Bonds), Series 2012 (the "2012 Bonds"), and (ii) pay certain costs incurred in connection with the sale and issuance of the Bonds. The County's issuance of the

Bonds has been authorized by a resolution adopted by the Board of Commissioners of the County on April 5, 2021 (the "Approving Resolution").

As security for its obligations under the Trust Agreement, the County will grant to the Trustee a security interest in the County's right, title and interest to the District Bonds (as defined in the Trust Agreement) previously purchased by the County upon the issuance of the 2012 Bonds with proceeds of the 2012 Bonds.

(c) The Bonds shall be dated the date of the Closing, shall mature on the dates and in the amounts, shall bear interest at the rates and shall have the terms stated in Exhibit A attached hereto.

(2) Sale of All the Bonds; Offering. It shall be a condition to the County's obligation to sell and deliver the Bonds to the Underwriter, and to the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds is sold and delivered by the County, and accepted and paid for by the Underwriter at the Closing. The Underwriter intends to make a bona fide public offering of all the Bonds at a price or prices not in excess of the initial public offering price or prices set forth in Exhibit A. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts or mutual funds) at prices lower than such public offering prices. The Underwriter reserves the right to make such changes in such prices as the Underwriter shall deem necessary in connection with the offering of the Bonds.

(3) Official Statement. The County hereby ratifies and approves the Preliminary Official Statement dated April __, 2021 (the "Preliminary Official Statement"), and consents to its distribution and use by the Underwriter prior to the date hereof in connection with the public offering and sale of the Bonds. The County confirms that the Preliminary Official Statement was "deemed final" by the County as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"). Upon acceptance of this offer, the County shall prepare a final Official Statement and shall, within the earlier of seven business days following the date hereof or two business days prior to the Closing Date, deliver to the Underwriter printed copies of such final Official Statement (such final Official Statement, together with any amendment or supplement thereto, being the "Official Statement") in sufficient quantity as may reasonably be required by the Underwriter in order to comply with the Rule and any applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The County hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriter in connection with the public offering and sale of the Bonds. At the time of or prior to the Closing, the Underwriter will file, or cause to be filed, the Official Statement with the MSRB. In addition, the County hereby approves and authorizes the Underwriter to coordinate the printing of the Official Statement and consents to the electronic distribution of the Official Statement.

(4) Representations of the County. The County hereby represents, warrants and covenants that:

(a) The County is a political subdivision duly organized and validly existing under the Constitution and laws of the State of North Carolina (the "State"), and is authorized

pursuant to the laws of the State, including the Act, and the Approving Resolution to issue the Bonds.

(b) The County has full legal right, power and authority to (i) adopt the Approving Resolution; (ii) execute, deliver and perform its obligations under this Bond Purchase Agreement, the Trust Agreement and the Bonds; (iii) issue and deliver the Bonds to the Underwriter as provided in this Bond Purchase Agreement; (iv) approve and authorize the distribution of the Preliminary Official Statement and the Official Statement; and (v) carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Trust Agreement, the Bonds and the Official Statement.

(c) The Approving Resolution has been duly adopted by the County, and the County has duly authorized all necessary action to be taken by the County for: (i) the offering, issuance, sale, and delivery of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the execution and delivery by the County of the Bonds, this Bond Purchase Agreement, the Trust Agreement, and the performance of its obligations under the Bonds, this Bond Purchase Agreement, the Trust Agreement and any and all such other agreements and documents as may be required to be executed, delivered, and received by the County in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement (the Bonds, this Bond Purchase Agreement, the Trust Agreement and such other agreements and documents being collectively referred to herein as the "County Documents"), and (iii) the authorization of the use and distribution of the Official Statement.

(d) The Approving Resolution was duly adopted at a meeting of the Board of Commissioners of the County called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(e) This Bond Purchase Agreement, the Trust Agreement and any other instrument or agreement to which the County is a party in connection with the consummation of the transactions contemplated by the foregoing documents, when executed and delivered by the parties thereto, and assuming such documents are enforceable against the parties thereto other than the County, will constitute legal, valid and binding obligations of the County (subject, as to the enforcement of remedies, to the valid exercise of judicial discretion, the sovereign police powers of the State and constitutional powers of the United States of America and to any valid applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity).

(f) When delivered to and paid for by the Underwriter at the Closing, in accordance with the provisions of this Bond Purchase Agreement, the Bonds will have been duly authorized, executed and delivered by the County and will constitute legal, valid and binding special obligations of the County, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to the valid exercise of judicial discretion, the sovereign police powers of the State and constitutional powers of the United States of America and to any valid applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of

creditors generally and the exercise of judicial discretion in accordance with general principles of equity) and will be entitled to the benefits of, and secured as provided in, the Trust Agreement.

(g) The County has complied, and will at the Closing be in compliance, in all material respects, with the Approving Resolution, the Trust Agreement and the Act and all other agreements relating to projects undertaken by the County or with respect to which the County has assumed responsibility.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the County from functioning or contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the County or the validity or enforceability of the Bonds, the Approving Resolution, the Trust Agreement, this Bond Purchase Agreement, the District Bonds or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby including, without limitation, the County Documents and the Official Statement; or (B) materially adversely affect the transactions contemplated by the County Documents or the Official Statement.

(i) The County's adoption of the Approving Resolution, its execution and delivery of the County Documents and the Bonds, and compliance with the provisions thereof and hereof, do not and will not conflict with or constitute, on the County's part, a violation of, breach of or default under any material statute, existing law, administrative regulation, filing, decree or order, state or federal, or any provision of the Constitution or laws of the State, or any rule or regulation of the County, or any material indenture, mortgage, lease, deed of trust, note, resolution, or other agreement or instrument to which the County, or its properties, are subject or by which the County, or its properties, are or may be bound or, to the knowledge of the County, any order, rule or regulation of any regulatory body or court having jurisdiction over the County or its activities or properties.

(j) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default in any material respect under any document or instrument under and subject to which any indebtedness for borrowed money has been incurred which default would affect materially and adversely the transactions contemplated by any of the County Documents. No event has occurred or is continuing under the provisions of any such document or instrument that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder, which event of default would affect adversely the transactions contemplated by any of the County Documents.

(k) The County is not in material breach of or in default under the Approving Resolution, any applicable law or administrative regulation of the State or the United States, or any applicable judgment or decree, or any loan agreement, note, resolution or other agreement or instrument to which the County is a party or is otherwise subject, which breach or default would in any way materially adversely affect the authorization or issuance of the Bonds and the

transactions contemplated hereby, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(l) On and as of the Closing, all authorizations, consents, and approvals of, notices to, registrations or filings with, or actions in respect of any governmental body, agency, or other instrumentality or court required to be obtained, given, or taken on behalf of the County in connection with the execution, delivery and performance by the County of the County Documents, and any other agreement or instrument to which the County is a party and which has been or will be executed in connection with the consummation of the transactions contemplated by the foregoing documents, will have been obtained, given, or taken and will be in full force and effect.

(m) Any certificate signed by an authorized officer of the County delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter as to the truth of the statements made therein.

(n) The County has and will cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the County will not be required to execute a general or special consent to service of process or qualify to do business in connection with any qualification or determination in any jurisdiction.

(o) The audited financial statements of the County as of June 30, 2020, present fairly the County's financial condition as of such date and the results of its operations for the respective periods set forth therein and have been prepared in accordance with generally accepted accounting principles consistently applied. There has been no material change in the financial affairs of the County since June 30, 2020, except as disclosed specifically in the Official Statement.

(p) If between the date of this Bond Purchase Agreement and the date 25 days after the "end of the underwriting period" for the Bonds, as defined in the Rule, any event occurs which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall promptly provide written notice to the Underwriter thereof, and if, in the opinion of the County or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. The Underwriter will notify the County on or before the Closing Date in the event that the "end of the underwriting period" under the Rule will not be the Closing Date.

(q) If the Official Statement is supplemented or amended pursuant to subsection (p) of this Section, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the Closing Date, the County shall take all steps necessary to ensure that the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(r) The information in the Preliminary Official Statement (excluding therefrom the information under the captions "INTRODUCTION – Book-Entry Only" and "UNDERWRITING" and in Appendix F, as to which no representations or warranties are made), including its attachments and appendices, at the time of acceptance hereof is correct in all material respects, and such Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and the information in the Official Statement (excluding therefrom the information under the captions "INTRODUCTION – Book-Entry Only" and "UNDERWRITING" and in Appendix F, as to which no representations or warranties are made) as of its date and as of the Closing Date, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(s) Between the date hereof and the Closing, the County shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the County or except for such borrowings as may be described in or contemplated by the Official Statement.

(t) Except as described in the Official Statement, during the last five years, the County has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to the Rule.

The execution and delivery of this Bond Purchase Agreement by the County shall constitute a representation by the County to the Underwriter that the representations, warranties and covenants contained in this Section 4 are true as of the date hereof; provided that no officer of the County shall be individually liable for the breach of any representation, warranty or covenant made by the County in this Section 4.

(5) Closing. At 10:00 a.m., Eastern Time, on May __, 2021, or at such other time or date as the County and the Underwriter shall mutually agree upon (the "Closing Date"), the County shall (a) deliver or cause to be delivered, through the facility of The Depository Trust Company, New York, New York ("DTC"), or at such place as the County and Underwriter shall mutually agree upon, for the account of the Underwriter, the Bonds duly executed by the County in fully registered form, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds; and (b) deliver or cause to be delivered, to the Underwriter, the documents described in Section 6(d) hereof. Concurrently with the delivery of the Bonds and the documents mentioned in Section 6(d) hereof at the Closing, subject to the conditions contained herein, the Underwriter will accept such delivery and will pay the Purchase Price of the Bonds in the amount set forth in Section 1 hereof by wire transfer in immediately available funds to the Trustee for the account of the County. The Closing shall take place at the offices of the County. The Bonds shall be available for inspection by the Underwriter at least two business days prior to Closing.

(6) Closing Conditions/Right to Cancel. The Underwriter enters into this Bond Purchase Agreement in reliance upon the County's representations and agreements herein and the

performance by the County of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject to the following additional conditions:

(a) At the time of the Closing, the Approving Resolution and the Trust Agreement shall be in full force and effect and none of the Approving Resolution, the Trust Agreement or the Official Statement shall have been amended, modified or supplemented, except as may have been approved in writing by the Underwriter, and the County shall have duly adopted, and there shall be in full force and effect, such other resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(b) The Bonds shall be delivered to the Trustee to be held by the Trustee under DTC's FAST program.

(c) The Underwriter shall have the right to cancel its obligation to purchase the Bonds at the time of Closing if any of the documents, certificates or opinions to be delivered to the Underwriter hereunder is not delivered at the time of Closing or if, between the date hereof and the time of Closing, one or more of the following occurs:

(i) Legislation (whether or not yet introduced in Congress of the United States ("Congress")) shall be enacted or be actively considered for enactment by the Congress or recommended to the Congress by the President of the United States or favorably reported for passage to either House of Congress by any committee of such House, or a conference committee of both Houses, to which such legislation had been referred for consideration, or a decision by a federal court of the United States or the United States Tax Court shall be rendered, or an order, ruling, regulation or official statement by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other governmental agency shall be made or proposed, or a release or official statement made by the President of the United States or by the Treasury Department of the United States or the Internal Revenue Service, with respect to federal taxation upon revenues or other income of the general character to be derived by the County or upon interest received on obligations of the general character of the Bonds which in the Underwriter's judgment, materially adversely affects the market for the Bonds; or

(ii) Legislation shall hereafter be enacted or actively considered for enactment or introduction, with an effective date on or prior to the Closing, or a decision by a court of the United States shall be rendered or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction shall be made, to the effect that the issuance, sale and delivery of the Bonds, or any other obligations of any similar public body of the general character of the County is in violation of the Securities Act of 1933, as amended (the "Securities Act"), of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or of the Trust Indenture Act of 1939, as amended, or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Bonds, as contemplated hereby, or of obligations of the general character of the Bonds; or

(iii) There shall have occurred any outbreak or escalation of hostilities or other national or international calamity or crisis, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the Underwriter's judgment, would materially adversely affect the market for, or market price of, the Bonds; or

(iv) There shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on The New York Stock Exchange whether by virtue of a determination by that Exchange or by order of the U.S. Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(v) A general banking moratorium shall have been declared by federal, State or New York authorities having jurisdiction, and be in force, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(vi) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Underwriter, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

(vii) any of Moody's Investors Service, Inc. ("Moody's") or S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P") shall have taken any action to lower, suspend or withdraw their respective ratings on the Bonds and such action, in the opinion of the Underwriter, would adversely affect the market price or marketability of the Bonds.

(d) At the Closing, the Underwriter shall receive the following documents:

(i) A duly executed or certified copy of the Trust Agreement;

(ii) The approving opinion of Bond Counsel in the form set forth in Appendix E of the Official Statement together with a supplemental opinion in the form attached hereto as Exhibit B, and a reliance letter addressed to the Underwriter, each of which shall be dated the Closing Date;

(iii) The opinion of David C. Francisco, Esq., County Attorney, dated the Closing Date and addressed to the Underwriter and Bond Counsel in the form attached hereto as Exhibit C;

(iv) An opinion of Pope Flynn, LLC, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter in form and substance satisfactory to the Underwriter;

(v) A certificate, dated the Closing Date, of the duly authorized representative(s) or officer(s) of the County and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and agreements of the County herein are true and correct in all material respects as of the date of Closing; (B) there are not pending or, to such officials' knowledge, threatened legal proceedings that will materially adversely affect the transactions contemplated hereby or by the Trust Agreement, or the validity or enforceability of the Bonds, or the security therefor; (C) the financial information relating to the County provided to the Underwriter presents fairly the financial position of the County as of the date indicated therein and the results of its operations for the period specified therein and the financial statements from which such information was derived have been prepared in accordance with applicable law with respect to the period involved; (D) since June 30, 2020, there has not been any material adverse change in the financial condition of the County taken as a whole or no increase in the County's indebtedness for borrowed money, other than as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter; (E) the information contained in the Official Statement as of the Closing Date is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (F) the County has complied with all agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing, other than those specified hereunder that have been waived by the Underwriter;

(vi) One counterpart original of a transcript of all proceedings taken by the County relating to the authorization and issuance of the Bonds;

(vii) Specimen Bonds;

(viii) A certificate, dated the date of the Closing, of the duly authorized representative(s) or officer(s) of the County, with a copy of the Approving Resolution attached, to the effect that the Approving Resolution has been duly adopted and remains in full force and effect;

(ix) Evidence that Moody's and S&P have issued ratings for the Bonds of not less than "___" and "___," respectively; and

(x) Such additional legal opinions, certificates, proceedings, instruments and other documents, as the Underwriter or legal counsel to the Underwriter may reasonably request to evidence compliance by the County with legal requirements relating to the issuance of the Bonds, the truth and accuracy, as of the date of Closing, of all representations contained herein and the due performance or satisfaction by the County at or prior to the date of Closing of all agreements then to be performed and all conditions

then to be satisfied as contemplated under this Bond Purchase Agreement and the Trust Agreement.

If the County shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and none of the County or the Underwriter shall have any further obligations hereunder, except that Sections 8 and 9 and the representations and warranties of the County contained herein (as of the date made) will continue in full force and effect.

(7) Survival. All representations, warranties and agreements of the County set forth in or made pursuant to this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

(8) Payment of Expenses. The County shall pay, out of the proceeds of the Bonds or from its own funds, any expenses incident to the performance of the obligations of the County or the Underwriter hereunder, including but not limited to: (i) the cost of the preparation, reproduction, printing, distribution, and mailing, of the Official Statement; (ii) the fees and disbursements of Bond Counsel and counsel for the County; (iii) the fees and disbursements of any experts retained by the County or the Underwriter; and (iv) fees charged by the rating agencies for the rating of the Bonds.

If the Bonds are not delivered to the Underwriter pursuant to this Bond Purchase Agreement, the County shall pay all expenses incident to the performance of the County's and the Underwriter's obligations hereunder as provided in this Section.

The Underwriter shall pay (i) any fees of the MSRB in connection with the issuance of the Bonds; (ii) the cost of obtaining CUSIP number(s) assigned for the Bonds; (iii) the fees and disbursements of counsel for the Underwriter; and (iv) the cost of qualifying the Bonds under the laws of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of counsel for the Underwriter in connection with such qualification and the preparation of Blue Sky Memoranda.

(9) Indemnification. To the extent permitted by law, the County agrees to indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter and each person who controls the Underwriter within the meaning of either the Securities Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact (except statements pertaining to the Underwriter) contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading

(except omissions or alleged omissions pertaining to the Underwriter). This indemnity agreement will be in addition to any liability which the County may otherwise have.

The Underwriter agrees to indemnify and hold harmless the County, and its officials, directors, officers and employees, and each person who controls the County within the meaning of either the Securities Act or the Exchange Act, to the same extent as the foregoing indemnity from the County to the Underwriter, but only with reference to written information furnished by the Underwriter to the County or information provided by the Underwriter specifically for inclusion in the Preliminary Official Statement or the Official Statement (or in any amendment or supplement thereto).

Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

In the event that the indemnity provided herein is unavailable or insufficient to hold harmless an indemnified party for any reason the County and the Underwriter agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the County and the Underwriter may be subject in such proportion as is appropriate to reflect the relative benefits received by the County on the one hand and by the Underwriter on the other from the

offering. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the County and the Underwriter shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the County on the one hand and the Underwriter on the other in connection with the statements or omissions which resulted in such losses, as well as any other relevant equitable considerations. In no case shall the Underwriter be responsible for any amount in excess of the purchase discount or fee applicable to the Bonds purchased by the Underwriter hereunder. Benefits received by the County shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriter shall be deemed to be equal to the total purchase discounts and commissions in each case set forth on the cover of the Official Statement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the County on the one hand or the Underwriter on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The County and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each person who controls the Underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of the Underwriter shall have the same rights to contribution as the Underwriter, and each person who controls the County within the meaning of either the Securities Act or the Exchange Act and each official, director, officer and employee of the County shall have the same rights to contribution as the County, subject in each case to the applicable terms and conditions of this paragraph.

(10) Notices. Any communication under this Bond Purchase Agreement will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

If to the County:

Beaufort County, North Carolina
121 West 3rd Street
Washington, North Carolina 27889
Attention: County Manager

If to the Underwriter:

Robert W. Baird & Co.
380 Knollwood Street, Suite 440
Winston-Salem, North Carolina 27103
Attention: Ryan Maher, Managing Director

(11) Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

(12) Arm's-Length Transaction. The County acknowledges and agrees that the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the County and the Underwriter, acting solely as principal and not as municipal advisor, financial advisor or agent of the County. The Underwriter has not assumed a financial advisory responsibility in favor of the County with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the County on other matters) or any other obligation to the County except the obligations expressly set forth in this Bond Purchase Agreement, it being the County's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities. The Underwriter has provided to the County prior disclosures regarding its role as underwriter, its compensation, any potential or actual material conflicts of interest, and material financial characteristics and material financial risks associated with the transaction to the extent required by MSRB rules. The Underwriter hereby notifies the County that the Underwriter is not acting as a Municipal Advisor (as defined in Section 15B of the Exchange Act), the Underwriter is not an agent of the County, and the Underwriter does not have a fiduciary duty to the County in connection with the matters contemplated by this Bond Purchase Agreement. The County has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

(13) Miscellaneous. (a) If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question inoperable or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(b) This Bond Purchase Agreement may be signed in any number of counterparts, each of which shall which shall be an original, but all of which shall constitute but one and the same instrument.

(c) This Bond Purchase Agreement is made solely for the benefit of and is binding on the County and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by both of the parties hereto.

(d) Under this Bond Purchase Agreement, the Underwriter is acting as a principal and not as an agent or fiduciary, and the Underwriter's engagement is as independent contractors and not in any other capacity. The County agrees that it is solely responsible for making its own judgments in connection with the offering of the Bonds regardless of whether the Underwriter have or are currently advising the County on related or other matters.

(14) E-Verify. The Underwriter understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Underwriter uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Underwriter will not use any subcontractors in connection with this Bond Purchase Agreement.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED,
as Underwriter

By: _____

Its: _____

Approved, accepted and agreed to:

BEAUFORT COUNTY, NORTH CAROLINA

By:_____
Brian Alligood, County Manager

EXHIBIT A

Terms of the Bonds

Maturity, Principal Amounts, Interest Rates and Yields

Maturity Date (June 1)	Principal Amount	Interest Rate	Yield

* Priced to June 1, 20__ par call.

Redemption Provisions

Optional Redemption. The 2021 Bonds maturing on or after June 1, 20__ are subject to redemption at the County's option, in whole or in part on any date on or after June 1, 20__, upon payment of the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

Mandatory Sinking Fund Redemption. The 2021 Bonds maturing on June 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, on June 1 in the years and amounts as follows:

Year	Principal Amount

* Maturity

EXHIBIT B
FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

May __, 2021

Robert W. Baird & Co. Incorporated ("Baird")

$[Amount]
Beaufort County, North Carolina
Taxable Limited Obligation Bonds, Series 2021

We have acted as bond counsel to Beaufort County, North Carolina (the "County"), in connection with the execution and delivery today of $[Amount] Taxable Limited Obligation Bonds, Series 2021 (the "Bonds"), and related transactions. Baird is purchasing the Bonds pursuant to a Bond Purchase Agreement dated _____, 2021 (the "Bond Purchase Agreement"), between the County and Baird. All terms used in this opinion as capitalized defined terms and not otherwise defined have the meanings specified for those terms in the Bond Purchase Agreement.

The County is and has been our only client in this transaction. Our delivering this opinion to you does not create or indicate an attorney-client relationship between our Firm and you.

In our capacity as bond counsel, we have today delivered our principal approving opinion (the "Bond Opinion") relating to the legality, validity and enforceability of the Bonds, the tax status of certain interest payments and certain other matters, all as described in the Bond Opinion. In connection with acting as the underwriter for the Bonds, you are authorized to rely upon the Bond Opinion to the same extent as if it were addressed to you.

We have examined the applicable law and certified copies of proceedings and documents relating to this issuance of the Bonds, and made other examinations and investigations of law, as we have deemed necessary and appropriate as a basis for the opinions expressed below.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, and the authenticity of originals of such copies. As to any facts material to this opinion that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the LGC, the County and others.

On the basis of the foregoing, we are of the opinion that (1) the information contained in the Official Statement on the cover and under the headings **"INTRODUCTION—Security"** and **"—The 2021 Bonds," "THE 2021 BONDS", "SECURITY AND SOURCES OF PAYMENT OF 2021 BONDS," "LEGAL MATTERS"** and **"CONTINUING DISCLOSURE"** and in **Appendix C - "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS,"** to the extent that information purports to summarize certain terms of the Trust Agreement and the Bonds, fairly and accurately summarizes those terms and (2) the statements contained in the Official Statement under the headings "**INTRODUCTION—TAX STATUS**" and "**TAX TREATMENT**" are fair and accurate.

We are further of the opinion that in connection with the offering and sale of the Bonds, the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification as an "indenture" under the Trust Indenture Act of 1939, as amended.

We are also of the opinion that the County has duly approved the Preliminary Official Statement, the Official Statement, and Baird's use of those documents in connection with its offering and sale of the Bonds.

In addition, we have examined documents and proceedings related to the County's execution and delivery of the Bond Purchase Agreement. In our opinion, as of today and under existing law, the Bond Purchase Agreement constitutes a valid and binding agreement of the County, enforceable in accordance with its terms. Our opinions as set forth in this paragraph are subject to the effect (a) of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, and (b) of general principles of equity, regardless of whether applied in a proceeding in equity or at law. We have assumed the enforceability of the Bond Purchase Agreement against Baird.

We have not made any investigation concerning the County's operations or condition. We express (and have expressed) no opinion as to the County's ability to provide for payments on the Bonds.

This opinion is based on constitutional and statutory provisions and judicial decisions existing today. We assume no responsibility to update this opinion or take any other action regarding changes in facts, circumstances or the applicable law.

Very truly yours,

[To Be Signed, "Sanford Holshouser LLP"]

EXHIBIT C
FORM OF OPINION OF COUNSEL FOR THE COUNTY

May __, 2021

Beaufort County, North Carolina	Robert W. Baird & Co. Incorporated ("Baird")
Regions Bank, as Trustee	Sanford Holshouser LLP

$[Amount]
Beaufort County, North Carolina
Taxable Limited Obligation Bonds, Series 2021

I have served as County Attorney for Beaufort County, North Carolina (the "County"), in connection with the execution and delivery of the above-captioned bonds (the "Bonds") and related transactions. Baird is purchasing the Bonds as an underwriter pursuant to a Bond Purchase Agreement dated _____, 2021 (the "Purchase Agreement"), between the County and Baird. All capitalized terms used in this opinion letter and not otherwise defined have the meanings given those terms in the Purchase Agreement. I am delivering this opinion letter pursuant to the requirements of Section 6(d)(3) of the Purchase Agreement.

I have examined documents related to the transactions contemplated by the Trust Agreement, the Purchase Agreement and the Bonds (the Trust Agreement, the Purchase Agreement and the Bonds are referred to in this opinion letter as the "County Documents"), including a resolution (the "Approving Resolution") adopted by the County's governing Board of Commissioners at a meeting on April 5, 2021.

In connection with this opinion, I also have examined originals, or copies identified to my satisfaction, of such other documents, instruments, certificates and records as I have considered appropriate to render the opinions in this letter. Where I have considered it appropriate, as to certain facts I have relied, without investigation or analysis of any underlying data, upon certificates or other comparable documents of public officials or appropriate County representatives.

In rendering the opinions in this letter, I have assumed, among other things, the legal capacity of all natural persons, the genuineness of all signatures not signed in my presence, the authenticity of all documents submitted to me as originals, that all documents submitted to me as copies conform with the originals, that the County Documents fully state the agreement between the County and the other parties thereto, and that the County Documents constitute the legal, valid and binding obligation of the parties thereto other than the County, enforceable in accordance with their respective terms.

The phrases "to my knowledge" and "known to me" mean my conscious awareness of factual matters as I may recognize as being relevant to the opinion or confirmation so qualified.

The opinions set forth herein are limited to matters governed by the laws of the State of North Carolina and the federal laws of the United States, and I express no opinion as to the laws of any other jurisdiction. I express no opinion concerning any matter respecting or affected by any laws other than laws that a lawyer in North Carolina exercising customary professional diligence would reasonably recognize as being directly applicable to the County, the Bonds or both.

Based on the foregoing, as of today and under existing law, I am of the following opinions:

1. The County is a political subdivision of State of North Carolina, duly organized and existing under the constitution and laws of the State of North Carolina, and has the full legal right, power and authority to execute and deliver the County Documents and to perform all the obligations thereunder and as contemplated thereby.

2. All consents, approvals or authorizations of any governmental entity and all filings required on the part of the County in connection with the authorization, execution and delivery of the County Documents and the consummation of the transactions contemplated thereby have been obtained and are in full force and effect, except that we express no opinion as to any federal or state regulatory requirements of Baird or any action required under federal or state securities or Blue Sky laws in connection with the offering and sale of the Bonds by Baird.

3. To the best of my knowledge, the County is not in violation or breach of or in default under any applicable law or administrative regulation of the State of North Carolina or the United States or any applicable judgment or decree or administrative ruling or any agreement, resolution, certificate or other instrument to which the County is a party or is otherwise subject which violation, breach or default would in any way materially adversely affect the County's transactions contemplated by the County Documents or the execution and delivery of the Bonds, and, to the best of my knowledge, no event has occurred and is continuing which with the passage of time or giving of notice, or both, would constitute such a violation or breach thereof or default thereunder.

4. The County's execution and delivery of the County Documents, the County's compliance with the provisions of the County Documents under the contemplated circumstances, and the County's approval of the Preliminary Official Statement and the Official Statement, (a) are within the County's powers, and (b) to the best of my knowledge, do not and will not constitute on the part of the County any material breach of or default under (i) any indenture, deed of trust, mortgage, agreement or other instrument to which the County is a party, or (ii) any court order or consent decree to which the County is subject, or (iii) any existing law, public administrative rule or regulation to which the County is subject.

The opinions expressed above are subject to the following qualifications and limitations:

(A) Enforcement of the County Documents is subject to the effect of applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and similar laws affecting the enforcement of creditors' rights generally.

(B) Enforcement of the County Documents is subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law) by which a court with proper jurisdiction may deny rights of specific performance, injunction, self-help, possessory remedies or other remedies.

(C) Indemnification provisions in the County Documents are subject to and may be rendered unenforceable by applicable law or public policy, including applicable securities law.

***

I advise you that, to my knowledge, after reasonable investigation, there is no action, suit, proceeding or governmental investigation at law or in equity before or by any court, public board or body, pending of which the County has been served with a summons, summons and complaint or other notice of commencement, or threatened against the County, (a) to restrain or enjoin the execution or delivery of the Bonds, (b) challenging the validity of the Approving Resolution or the County Documents, or contesting the County's power and authority to execute and deliver the County Documents or to consummate the transactions contemplated by them, or (c) that would have a material adverse effect on the security for the Bonds.

Based upon information made available to me in the course of my representation of the County, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to my attention that would lead me to believe that the information contained in the Official Statement under the headings "AVAILABLE SOURCES FOR PAYMENT," "THE PLAN OF FINANCE AND REFUNDING," "ESTIMATED SOURCES AND USES OF FUNDS," "CERTAIN RISKS OF 2021 BOND OWNERS," "THE COUNTY" and "LEGAL MATTERS—Litigation" and Appendix A "THE COUNTY" (excluding in all cases financial and statistical data included or mentioned therein, as to which I express no opinion) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The effective date of this opinion is the date first above-written. This opinion is based on such facts and information provided and made known to me by Beaufort County or its agents and employees or otherwise within my knowledge through the course of my representation of the County. I make the representations in this opinion based on my own actual knowledge, including information provided to me by County officers and other County representatives, but

I have not undertaken any special investigation for the specific purposes of this certificate.

This opinion is rendered solely for your benefit in connection with the subject transaction and may not be relied upon by you or any other person for any other purposes without my prior written consent.

Very truly yours,

This Preliminary Official Statement and the information contained herein are subject to change, completion or amendment without notice. The 2021 Bonds may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the 2021 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED APRIL __, 2021

NEW ISSUE
BOOK-ENTRY ONLY

Rating: Moody's: _
S&P: ___
(See "RATINGS" herein)

[tax language to be provided by bond counsel - In the opinion of Bond Counsel, under existing law, the portion of the payments designated and paid as interest with respect to the 2021 Bonds is taxable as ordinary income for federal income tax purposes and is exempt from State of North Carolina income taxation. See "TAX TREATMENT" herein.]

$[AMOUNT]*
BEAUFORT COUNTY, NORTH CAROLINA
TAXABLE LIMITED OBLIGATION REFUNDING BONDS, SERIES 2021

Dated: Date of Delivery **Due: As shown on inside cover**

This Official Statement has been prepared by Beaufort County, North Carolina (the "County") to provide information about its Taxable Limited Obligation Refunding Bonds, Series 2021 (the "2021 Bonds"). Selected information is presented on this cover page for the convenience of the user. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

Security:	The 2021 Bonds will be issued pursuant to a Trust Agreement dated as of May 1, 2021 (the "Trust Agreement") between the County and Regions Bank, as trustee (the "Trustee"). Under the Trust Agreement, the performance by the County of its obligations is secured by a security interest granted by the County to the Trustee in the District Bonds (as defined herein) previously issued by certain water and sewer districts previously created by the County (the "Districts") and all moneys and securities from time to time held by the Trustee under the Trust Agreement in any fund or account. Payment by the County of the principal of and interest on the 2021 Bonds is limited to funds appropriated for that purpose by the Board of Commissioners for the County in its sole discretion, except to the extent payable from proceeds of the 2021 Bonds, the District Bonds, funds and accounts held under the Trust Agreement and investment earnings thereon, or amounts derived from the enforcement of remedies on default. The respective Districts are authorized and required by law to levy on all property taxable by such District such a valorem taxes, without limitation as to rate or amount, as may be necessary to pay the scheduled princip of and interest on the District Bonds to the County. **THE OBLIGATION TO MAKE PAYMENTS WITH RESPECT TO THE 2021 BONDS IS NOT A GENERAL OBLIGATION OF THE COUNTY, AND THE TAXING POWER OF THE COUNTY IS NOT PLEDGED DIRECTLY OR INDIRECTLY TO SECURE ANY MONIES DUE TO THE OWNERS OF THE 2021 BONDS. THE REMEDIES AFFORDED TO THE TRUSTEE AND THE OWNERS OF THE 2021 BONDS UPON AN EVENT OF DEFAULT RESULTING FROM THE COUNTY'S FAILURE TO PAY PRINCIPAL OF OR INTEREST ON THE 2021 BONDS ARE LIMITED TO THOSE OF A SECURED PARTY UNDER THE LAWS OF NORTH CAROLINA INCLUDING EXECUTION UPON THE DISTRICT BONDS IN ACCORDANCE WITH THE TRUST AGREEMENT.** See **"SECURITY AND SOURCES OF PAYMENT OF 2021 BONDS"** herein.
Redemption:	The 2021 Bonds are subject to optional redemption [and mandatory sinking fund redemption] prior to maturity as described herein.
Purpose:	The proceeds of the 2021 Bonds will be used to (1) refinance the Limited Obligation Bonds (Beaufort Districts General Obligation Refunding Bonds), Series 2012, and (2) pay certain related financing costs.
Interest Payment Dates:	June 1 and December 1 of each year, beginning December 1, 2021
Denomination:	$5,000 and any integral multiple thereof
Delivery Date:	On or about May [__], 2021
Registration:	Full book-entry only; The Depository Trust Company
Trustee:	Regions Bank, Atlanta, Georgia
Financial Advisor:	Davenport & Company LLC
Bond Counsel:	Sanford Holshouser LLP, Carrboro, North Carolina
County Attorney:	David C. Francisco, Esq., Washington, North Carolina
Underwriter's Counsel:	Pope Flynn, LLC, Charlotte, North Carolina

BAIRD

The date of this Official Statement is April __, 2021

* Preliminary, subject to change.

MATURITY SCHEDULE

$[AMOUNT]*
BEAUFORT COUNTY, NORTH CAROLINA
TAXABLE LIMITED OBLIGATION REFUNDING BONDS, SERIES 2021

Due June 1	Principal* Amount	Interest Rate	Yield	CUSIP+

$_____* ____% Term Bonds due June 1, 20__* Yield ____% CUSIP+: _____

* Preliminary, subject to change.

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IN CONNECTION WITH THIS OFFERING, ROBERT W. BAIRD & CO. INCORPORATED (THE "UNDERWRITER") MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2021 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of the 2021 Bonds by any person in any jurisdiction in which it is not lawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the County, the Districts and other sources that are deemed to be reliable.

NEITHER THE 2021 BONDS NOR THE TRUST AGREEMENT HAVE BEEN REGISTERED OR QUALIFIED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(A)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR SECTION 304(A)(4) OF THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE 2021 BONDS AND THE TRUST AGREEMENT IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE 2021 BONDS AND THE TRUST AGREEMENT HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE 2021 BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

All quotations from and summaries and explanations of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions. Any statements made in this Official Statement involving estimates or matters of opinion, whether or not expressly so stated, are intended merely as estimates or opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the 2021 Bonds shall under any circumstances create any implication that there has been no change in the affairs of the County or the Districts since the date hereof.

References to web site addresses presented herein (including the appendices hereto) are for informational purposes only and may be in the form of hyperlinks solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not intended to be active hyperlinks or incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

The information set forth herein has been obtained from sources which are believed to be reliable and is in a form deemed final by the County for the purpose of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for certain information permitted to be omitted under Rule 15c2-12(b)(1)). The information contained herein is subject to change after the date of this Official Statement, and this Official Statement speaks only as of its date.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

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$[AMOUNT]*
BEAUFORT COUNTY, NORTH CAROLINA
TAXABLE LIMITED OBLIGATION REFUNDING BONDS, SERIES 2021

INTRODUCTION

The purpose of this Official Statement, which includes the Appendices hereto, is to provide certain information in connection with the execution, sale and delivery of the Beaufort County, North Carolina $[Amount]* Taxable Limited Obligation Refunding Bonds, Series 2021 (the "2021 Bonds").

The 2021 Bonds will be issued pursuant to a Trust Agreement dated as of May 1, 2021 (the "Trust Agreement") between Beaufort County, North Carolina (the "County") and Regions Bank, as trustee (the "Trustee"). Capitalized terms used in this Official Statement, unless otherwise defined herein, have the meanings set out in Appendix D hereto.

This Introduction provides only certain limited information with respect to the contents of this Official Statement and is expressly qualified by the Official Statement as a whole. Prospective investors should review the full Official Statement and each of the documents summarized or described herein. This Official Statement speaks only as of its date, and the information contained herein is subject to change.

THE COUNTY

The County is a political subdivision of the State of North Carolina (the "State"). See Appendix A hereto for certain information regarding the County. The County's most recent audited financial statements are contained in Appendix B hereto.

PURPOSE

The proceeds of the 2021 Bonds will be used to (1) refinance the 2012 Bonds (as defined herein), the proceeds of which were used by the County to purchase the District Bonds (as defined herein), and (2) pay certain related financing costs. See **"THE PLAN OF REFUNDING"** and **"ESTIMATED SOURCES AND USES OF FUNDS"** herein.

SECURITY

The payment by the County of the principal of and interest on the 2021 Bonds is limited to funds appropriated for that purpose by the Board of Commissioners of the County (the "Board of County Commissioners") in its sole discretion, except to the extent payable from proceeds of the 2021 Bonds, the District Bonds, funds and accounts held under the Trust Agreement and investment earnings thereon, or amounts derived from the enforcement of remedies on default.

As security for its obligations under the Trust Agreement, the County will grant to the Trustee a security interest in the County's right, title and interest to the following bonds (collectively, the "District Bonds") previously issued by the Districts (as defined herein) and purchased by the County upon the issuance of the 2012 Bonds with proceeds of the 2012 Bonds:

---

* Preliminary, subject to change.

Issued by Beaufort County Water District I (see Appendix C hereto) –

Beaufort County Water District I General Obligation Refunding Bond in the original principal amount of $4,650,000, dated August 8, 2012, currently outstanding in the principal amount of $_____;

Issued by Water District II-Long Acre West (see Appendix C hereto) –

Beaufort County Water District II-Long Acre West General Obligation Refunding Bond in the original principal amount of $3,255,000, dated August 8, 2012, currently outstanding in the principal amount of $_____;

Issued by Beaufort County Water District III-Long Acre East (see Appendix C hereto) –

Beaufort County Water District III-Long Acre East General Obligation Refunding Bond in the original principal amount of $3,995,000, dated August 8, 2012, currently outstanding in the principal amount of $_____;

Issued by Beaufort County Water District IV-Bath Township (see Appendix C hereto) –

Beaufort County Water District IV-Bath Township General Obligation Refunding Bond in the original principal amount of $6,695,000, dated August 8, 2012, currently outstanding in the principal amount of $_____;

Issued by Beaufort County Water District V-Pantego Township (see Appendix C hereto) –

Beaufort County Water District V-Pantego Township General Obligation Refunding Bond in the original principal amount of $3,135,000, dated August 8, 2012, currently outstanding in the principal amount of $_____;

Issued by Beaufort County Water District VI-Chocowinity/Richland (see Appendix C hereto) –

Beaufort County Water District III-Long Acre East General Obligation Refunding Bond in the original principal amount of $3,995,000, dated August 8, 2012, currently outstanding in the principal amount of $_____; and

Issued by Beaufort County Water and Sewer District VII-Richland Township (see Appendix C hereto) –

Beaufort County Water and Sewer District VII-Richland Township General Obligation Refunding Bond in the original principal amount of $4,720,000, dated August 8, 2012, currently outstanding in the principal amount of $_____.

In addition, pursuant to the Trust Agreement, the County will assign to the Trustee for the benefit of the Owners of the 2021 Bonds all moneys and securities from time to time held by the Trustee under the Trust Agreement in any fund or account.

If a default occurs under the Trust Agreement, the Trustee may attempt to collect payment on the District Bonds or to dispose of the District Bonds and apply the proceeds received as a result of any such disposition to the payment of the amounts due to the Owners of the 2021 Bonds. No assurance can be given that any such proceeds will be sufficient to pay the principal of and interest on the 2021 Bonds. In addition,

no deficiency judgment can be obtained against the County if the proceeds from any such disposition (together with other funds that may be held by the Trustee under the Trust Agreement) are insufficient to pay the 2021 Bonds in full. The 2021 Bonds do not constitute a pledge of the County's faith and credit within the meaning of any constitutional provision. See **"SECURITY AND SOURCES OF PAYMENT OF 2021 BONDS"** herein.

THE DISTRICTS

Each of the following Districts are located in the County: (i) Beaufort County Water District I, (ii) Beaufort County Water District II-Long Acre West, (iii) Beaufort County Water District III-Long Acre East, (iv) Beaufort County Water District IV-Bath Township, (v) Beaufort County Water District V-Pantego Township, (vi) Beaufort County Water District VI-Chocowinity/Richland, and (vii) Beaufort County Water and Sewer District VII-Richland Township (collectively, the "Districts" and each individually a "District"). The Districts are municipal corporations and were created pursuant to Chapter 162A of the General Statutes of North Carolina, as amended ("Chapter 162A"), and provide water and sewer services to residents of the respective Districts and to customers outside the Districts, under those circumstances, as described in Chapter 162A. By statute, the Board of County Commissioners constitutes the governing body of each District. See Appendix C for certain financial information regarding the Districts.

The County entered into an interlocal agreement with the Districts on June 4, 2018 (the "Interlocal Agreement") in order to provide for more efficient and equitable operation of the Districts. Pursuant to the Interlocal Agreement, the County manages and administers the Districts in a unified manner, as if all the water assets of the District were a single County-wide system, instead of managing and regarding each District as a separate entity and system. The County is responsible for operating, managing, and maintaining physical assets; procuring and maintaining insurance; and setting and collecting rates, fees and charges. The amounts charged in connection with service may be uniform across all the Districts, or may vary between the Districts. The County is responsible for developing a single, unified annual budget for the Districts, and causing an annual audit of the Districts to made which may be reported as a single system. The Interlocal Agreement does not affect the continued legal existence of any District, or the ownership by each District of its respective system.

THE 2021 BONDS

The 2021 Bonds will be dated as of their date of delivery. Interest is payable on June 1 and December 1 of each year, beginning December 1, 2021, at the rates set forth on the inside front cover page of this Official Statement. Principal is payable, subject to redemption as described herein, on June 1 in the years and in the amounts set forth on the inside front cover page of this Official Statement.

ADDITIONAL BONDS

Under the conditions described in the Trust Agreement, without the approval or consent of the Owners of the then-outstanding Bonds and without notice to such Owners, Additional Bonds may be delivered and secured on parity with the 2021 Bonds to provide funds as set forth in the Trust Agreement. See **"SECURITY AND SOURCES OF PAYMENT OF 2021 BONDS—ADDITIONAL BONDS"** herein.

BOOK-ENTRY ONLY

The 2021 Bonds will be delivered in book-entry form only without physical delivery of certificates to beneficial owners of the 2021 Bonds. Payments to beneficial owners of the 2021 Bonds will be made by The Depository Trust Company, New York, New York ("DTC"), and its participants. See **"BOOK-**

ENTRY ONLY SYSTEM" in Appendix F hereto. So long as Cede & Co. is the registered owner of the 2021 Bonds, references herein to registered owner or Owners of the 2021 Bonds means Cede & Co. and not the beneficial owners of the 2021 Bonds.

TAX STATUS

See **"TAX TREATMENT"** herein.

PROFESSIONALS

Robert W. Baird & Co. Incorporated (the "Underwriter") is underwriting the 2021 Bonds. Regions Bank is serving as Trustee with respect to the 2021 Bonds. Sanford Holshouser LLP is serving as Bond Counsel. David C. Francisco, Esq. is serving as County Attorney. Pope Flynn, LLC is serving as counsel to the Underwriter. Davenport & Company LLC is serving as financial advisor to the County.

ADDITIONAL INFORMATION

A summary of the Trust Agreement, including a list of definitions of certain terms, is included as Appendix D. All quotations from and summaries and explanations of the Trust Agreement contained in this Official Statement, including in Appendix D, do not purport to be complete. Reference is made to the Trust Agreement for a full and complete statement of its provisions.

Additional information and copies in reasonable quantity of the principal financing documents may be obtained during the offering period from Robert W. Baird & Co. Incorporated at 380 Knollwood Street, Suite 440, Winston-Salem, North Carolina 27103. After the offering period, copies of such documents may be obtained from the Trustee at 1180 West Peachtree Street, Suite 1200, Atlanta, GA 30309.

THE 2021 BONDS

AUTHORIZATION

The County is issuing the 2021 Bonds pursuant to the provisions of Section 20 of Chapter 160A of the North Carolina General Statutes and Article 8 of Chapter 159 of the North Carolina General Statutes, each as amended (collectively, the "Act"), and a resolution of the Board of County Commissioners adopted on April 5, 2021. Each 2021 Bond will be deemed an "installment contract" under the Act.

In addition, the County's issuance of the 2021 Bonds [is expected to receive][received] the required approval of the North Carolina Local Government Commission (the "LGC") on April 13, 2021. The LGC is a division of the State Treasurer's office charged with general oversight of local government finance in the State. LGC approval is required for substantially all bond issues and other local government financing arrangements in the State. Before approving an installment financing (which includes the financing arrangement for the 2021 Bonds), the LGC must determine, among other things, that (1) the proposed financing is necessary and expedient, (2) the financing, under the circumstances, is preferable to a general obligation or revenue bond issue for the same purpose, and (3) the sums to fall due under the proposed financing are not excessive for the local government.

GENERAL

Payment Terms. The 2021 Bonds will be dated their date of delivery. Interest on the 2021 Bonds is payable on each June 1 and December 1 (the "Payment Dates"), beginning December 1, 2021, at the rates

set forth on the inside front cover page of this Official Statement (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest payments will be made to the person shown as the owner of the 2021 Bond as of the applicable Record Date. "Record Date" means the end of the calendar day on the 15th day of the month (whether or not a Business Day) preceding a Payment Date. Principal on the 2021 Bonds is payable on June 1 in the years and amounts set forth on the inside front cover page of this Official Statement. Payments will be effected through DTC. See **"BOOK-ENTRY ONLY SYSTEM"** in Appendix F hereto.

Registration and Exchange. So long as DTC or its nominee is the registered owner of the 2021 Bonds, transfers and exchanges of beneficial ownership interests in the 2021 Bonds will be available only through DTC Participants and DTC Indirect Participants. See **"BOOK-ENTRY ONLY SYSTEM"** in Appendix F hereto. The Trust Agreement describes the provisions for transfer and exchange applicable if a book-entry system is no longer in effect. These provisions generally provide that the transfer of the 2021 Bonds is registrable by the Owners thereof, and the 2021 Bonds may be exchanged for an equal aggregate, unredeemed principal amount of 2021 Bonds of denominations of $5,000 or any integral multiple thereof and of the same maturity and interest rate, only upon presentation and surrender of the 2021 Bonds to the Trustee at the designated corporate trust office of the Trustee together with an executed instrument of transfer in a form approved by the Trustee in connection with any transfer. The Trustee must require the payment by an Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but the Trustee must not impose any other charge.

REDEMPTION

Optional Redemption. The 2021 Bonds maturing on or after June 1, 20__ are subject to redemption at the County's option, in whole or in part on any date on or after June 1, 20__, upon payment of the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

[***Mandatory Sinking Fund Redemption.*** The 2021 Bonds maturing on June 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, on June 1 in the years and amounts as follows:

YEAR	PRINCIPAL AMOUNT

*Maturity

On or before the 70th day next preceding any sinking fund payment date, the County may do either of the following:

(i) deliver to the Trustee for cancellation 2021 Bonds that are subject to a sinking fund redemption, in any aggregate principal amount desired; or

(ii) instruct the Trustee to apply a credit against the County's sinking fund payment obligation for any such 2021 Bonds that (i) previously have been redeemed (other than through the operation of the sinking fund requirements) and canceled by the Trustee but (ii) not previously applied as a credit against any sinking fund payment obligation.

The Trustee will credit against the County's sinking fund payment obligation on such sinking fund payment date the amount of such 2021 Bonds so purchased, delivered or previously redeemed as described in paragraphs (i) or (ii) above.]

Effect of Call for Redemption. If on or before the date fixed for redemption funds are deposited with the Trustee to pay the principal of and interest accrued to the redemption date with respect to the 2021 Bonds called for redemption, the 2021 Bonds (or portions of the 2021 Bonds) called for redemption will cease to accrue interest from and after the redemption date, and thereafter will no longer be entitled to the benefits provided by the Trust Agreement and will not be deemed to be Outstanding under the Trust Agreement.

Notice of Redemption. The Trustee, at the County's direction, upon being satisfactorily indemnified with respect to expenses and with at least two Business Days' notice, will send notice of redemption no less than 30 nor more than 60 days prior to the redemption date, as follows:

(i) With respect to any 2021 Bonds being called for redemption for which DTC or its nominee is the registered owner, to DTC, in whatever manner may be provided for under DTC's standard operating rules as then in effect (and if the Trustee is unable to determine those rules, by registered or certified mail, return receipt requested);

(ii) With respect to any 2021 Bonds for which no book-entry-only system of registration is in effect, to each of the registered owners of those 2021 Bonds at their addresses as shown on the Trustee's registration books, by registered or certified mail; and

(iii) In any case, both (A) to the MSRB for posting on the EMMA System, and (B) to the LGC.

Failure to give any notice specified in (i) or (ii) above, as applicable, or any defect in that notice, will not affect the validity of any proceedings for the redemption of any 2021 Bonds with respect to which no failure has occurred. Failure to give any notice specified in (iii) above, or any defect in that notice, will not affect the validity of any proceedings for the redemption of any 2021 Bonds with respect to which the notice specified in (i) or (ii) above is correctly given. Any notice mailed as provided in the Trust Agreement will conclusively be presumed to have been given regardless of whether received by any Owner.

Any redemption notice, except a redemption notice in respect of a sinking fund payment date, may state that the redemption to be effected is conditioned upon (i) the Trustee's receipt on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on the 2021 Bonds to be prepaid; or (ii) any other condition not unacceptable to the Trustee. If such notice contains such a condition and the Trustee either (A) does not receive moneys sufficient to pay the principal of and premium, if any, and interest on the 2021 Bonds on or prior to the redemption date, or (B) the stated condition is not fulfilled, as evidenced to the Trustee by a certificate of the County, in either case on or prior to the redemption date, the redemption will not be made and the Trustee will, within a reasonable time, give notice in the same manner in which the redemption notice was given that such moneys were not so received (or condition was not fulfilled) and the redemption was not made.

Selection. If less than all of the 2021 Bonds are to be redeemed as described above, they will be redeemed among maturities in any manner as the County may elect. If less than all of the 2021 Bonds of any maturity are to be redeemed, the Trustee will select the 2021 Bonds to be redeemed by lot; provided, however, that so long as a book-entry system with DTC is used for determining beneficial ownership of 2021 Bonds, if less than all of the 2021 Bonds the maturity are to be redeemed, DTC will determine which of the 2021 Bonds within any such maturity are to be redeemed.

In any case, (i) the portion of any 2021 Bond to be redeemed will be in the principal amount of $5,000 or some multiple thereof, and (ii) in selecting 2021 Bonds for redemption, each 2021 Bond will be considered as representing that number of 2021 Bonds which is obtained by dividing the principal amount of such 2021 Bond by $5,000. If a portion of a 2021 Bond is called for redemption, a new 2021 Bond in principal amount equal to the unpaid portion will be issued to the registered owner upon the surrender of the 2021 Bond.

THE PLAN OF REFUNDING

The proceeds of the 2021 Bonds will be used to (1) refinance the 2012 Bonds, the proceeds of which were used by the County to purchase the District Bonds, and (2) pay certain related financing costs.

The County previously issued its Limited Obligation Bonds (Beaufort Districts General Obligation Refunding Bonds), Series 2012 (the "2012 Bonds") in the aggregate principal amount of $36,005,000, of which [$_____] is currently outstanding. All of the outstanding 2012 Bonds will be refunded with proceeds of the 2021 Bonds[, together with other available funds of the County].

To accomplish the refunding of the 2012 Bonds, a portion of the proceeds of the 2021 Bonds will be deposited into an escrow fund (the "Escrow Fund") to be established pursuant to the terms and conditions of an Escrow Agreement dated as of May 1, 2021 (the "Escrow Agreement") between the County and Regions Bank, as escrow agent (the "Escrow Agent"). Amounts deposited to the Escrow Fund will be used by the Escrow Agent to purchase securities (the "Escrow Investments") as directed by the County pursuant to the Escrow Agreement, the maturing principal and interest of which will provide funds sufficient to pay, when and as due, the interest and principal on the 2012 Bonds until June 1, 2022, and the maturing principal and redemption price of all of the Outstanding 2012 Bonds on June 1, 2022.

[Verification Agent], as verification agent, will deliver to the County and the Underwriter on or before the date of delivery of the 2021 Bonds its report indicating that it has examined, in accordance with standards established by the American Institute of Certified Public Accountants, certain information and assertions provided by the Underwriter on behalf of the County. Included in the scope of its examination will be the verification of the accuracy of the mathematical computations regarding the adequacy of cash and the maturing principal of and interest on the Escrow Investments held in the Escrow Fund to pay all of the principal of, premium and interest on the 2012 Bonds, as such interest payments become due and the 2012 Bonds are prepaid.

ESTIMATED SOURCES AND USES OF FUNDS

The following table presents information as to the estimated sources and uses of funds:

Sources of Funds:	
Par Amount of 2021 Bonds	$_____
[Net] Original Issue Premium [Discount]	_____
[County Equity Contribution]	_____
TOTAL	$_____
Uses of Funds:	
Deposit to Escrow for 2012 Bonds	$_____
Costs of Issuance[1]	_____
TOTAL	$_____

[1] Includes legal fees, printing costs, Underwriter's discount, rating agency fees, fees and expenses of the Trustee and other miscellaneous transaction costs.

SECURITY AND SOURCES OF PAYMENT OF 2021 BONDS

GENERAL

The 2021 Bonds are payable from funds appropriated for that purpose by the Board of County Commissioners in its sole discretion, and from certain other moneys as provided in the Trust Agreement, including, without limitation, interest earnings, [all moneys and securities from time to time held by the Trustee under the Trust Agreement in any fund or account,] and certain amounts realized from any sale of the District Bonds.

PAYMENT OF BONDS; LIMITED OBLIGATION; BUDGET AND APPROPRIATIONS

The County shall cause to be paid, when due, the principal of (whether at maturity, by acceleration, or otherwise) and the interest on the 2021 Bonds at the places, on the dates and in the manner described in the Trust Agreement. The County is obligated to pay Additional Payments in amounts sufficient to pay the fees and expenses of the Trustee, taxes or other expenses required to be paid pursuant to the Trust Agreement. Additional Payments are to be paid by the County directly to the person or entity to which such Additional Payments are owed.

In the Trust Agreement, the County agrees to include in the initial proposal for each of the County's annual budgets for review and consideration by the Board of County Commissioners, in any fiscal year, items for all Bond Payments and the estimated Additional Payments coming due in such fiscal year. Notwithstanding that the initial proposed budget includes an appropriation for Bond Payments and Additional Payments, the Board of County Commissioners may determine not to include such an appropriation in the final County budget for such fiscal year; further, the Board of County Commissioners may amend an adopted budget to reduce or delete an approved appropriation. An Event of Nonappropriation constitutes an Event of Default under the Trust Agreement, which entitles the Trustee to exercise its remedies under the Trust Agreement, including its rights to foreclose on the District Bonds.

IN CONNECTION WITH THE BOND PAYMENTS AND THE ADDITIONAL PAYMENTS, THE APPROPRIATION OF FUNDS THEREFOR IS WITHIN THE SOLE DISCRETION OF THE BOARD OF COUNTY COMMISSIONERS.

TRUST AGREEMENT

Pursuant to the Trust Agreement, the County will assign to the Trustee for the benefit of the Owners of the 2021 Bonds a lien on and security interest in all moneys and securities from time to time held by the Trustee under the Trust Agreement in any fund or account.

SECURITY INTERESTS IN DISTRICT BONDS

Pursuant to the Trust Agreement, the County will grant to the Trustee a security interest in the District Bonds, together with all substitutions, replacements and proceeds of the District Bonds. Under the Trust Agreement, the County and the Trustee agree that at all times the District Bonds will remain personal property. **No representation is made as to the value of the County's interest in the District Bonds in the event the Trustee pursues its remedy of execution thereon.**

The District Bonds were issued pursuant to the provisions of Chapters 162A and 159 of the General Statutes of North Carolina, as amended, and bond orders and resolutions duly adopted by the [Board of County Commissioners], which by statute constitutes the governing body of each District.

[Note: confirm that the next two paragraphs are accurate] Pursuant to a District Bond Purchase Agreement dated August 8, 2012 among the County, each District and the LGC (the "District Bond Purchase Agreements"), the Districts made certain limited covenants concerning the operation of their public water systems. For example, each District covenants to (a) operate its system properly and keep it properly maintained and in good repair, working order and condition, (b) obtain and maintain insurance, with reasonable terms, conditions, provisions and costs and (c) develop, adopt and maintain a balanced annual budget for each of its fiscal years in a manner consistent with North Carolina law that makes reasonable provision for the system's operating expenses and the District's debt service obligations. There is no provision under North Carolina law, however, for the Districts to make a binding commitment to generate sufficient net water system revenues to make payments on the District Bonds.

In the _____, the County covenants to use reasonable care and act in a commercially reasonable manner (i) to enforce the obligations of the Districts under the District Bonds and the District Bond Purchase Agreements and (ii) to assist the Districts in their performance of their obligations under those agreements. If the Trustee becomes the registered owner of the District Bonds after default by the County, then the Trustee would have the authority to enforce the provisions of the District Bond Purchase Agreements. The Trust Agreement provides that, if an Event of Default is continuing, the Trustee may pursue any remedy at law or in equity to enforce the performance of any provision of the Trust Agreement, including by execution on the District Bonds, in which a security interest is pledged by the County under the Trust Agreement.

ENFORCEABILITY

The enforceability of the parties' obligations under the Trust Agreement is subject to bankruptcy, insolvency, reorganization and other laws related to or affecting the enforcement of creditors' rights generally and, to the extent that certain remedies under such instruments require or may require enforcement by a court, to such principles of equity as the court having jurisdiction may impose.

NOTWITHSTANDING ANYTHING THEREIN TO THE CONTRARY, THE DELIVERY OF THE 2021 BONDS SHALL NOT BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. IN ADDITION, NEITHER THE 2021 BONDS NOR THE TRUST AGREEMENT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATES THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE BOARD

OF COUNTY COMMISSIONERS FOR ANY FISCAL YEAR IN WHICH THE 2021 BONDS ARE OUTSTANDING. IF THE COUNTY FAILS TO MAKE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE 2021 BONDS, THE TRUSTEE MAY DECLARE THE ENTIRE UNPAID PRINCIPAL OF THE 2021 BONDS TO BE IMMEDIATELY DUE AND PAYABLE AND EXECUTE ON ITS SECURITY INTEREST IN THE DISTRICT BONDS AND APPLY THE PROCEEDS OF SUCH EXECUTION TOWARD ANY BALANCE, OWING BY THE COUNTY ON THE 2021 BONDS. NO ASSURANCE CAN BE GIVEN THAT SUCH PROCEEDS WILL BE SUFFICIENT TO PAY ALL PRINCIPAL OF AND INTEREST ON THE 2021 BONDS. IN ADDITION, SECTION 160A-20(f) OF THE NORTH CAROLINA GENERAL STATUTES PROVIDES THAT NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE COUNTY FOR BREACH OF ANY CONTRACTUAL OBLIGATION AUTHORIZED UNDER SECTION 160A-20 AND THAT THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY TO SECURE ANY MONEYS DUE FROM THE COUNTY. See "**THE TRUST AGREEMENT—Defaults and Remedies under Trust Agreement - Acceleration**" and "**—Other Remedies**" in Appendix C hereto and the caption "**CERTAIN RISKS OF 2021 BOND OWNERS**" herein.

The enforceability of the Trust Agreement is subject to bankruptcy, insolvency, fraudulent conveyance and other related laws affecting the enforcement of creditors' rights generally and, to the extent that certain remedies under such instruments require, or may require, enforcement by a court, to such principles of equity as the court having jurisdiction may impose.

ADDITIONAL BONDS

Under the conditions described in the Trust Agreement, without the approval or consent of the Owners of the then Outstanding 2021 Bonds, Additional Bonds may be delivered and secured on parity with the 2021 Bonds to provide funds (a) to refund any Outstanding Bonds, (b) to pay financing costs or establish reserves in connection with the issuance of Additional Bonds, or (c) for any combination of such purposes. The consent of the Owners of the 2021 Bonds is not a requirement for the issuance of Additional Bonds. See "**THE TRUST AGREEMENT—Additional Bonds**" in Appendix D hereto.

AVAILABLE SOURCES FOR PAYMENT

GENERAL

The County may pay its obligations under the Trust Agreement from any source of funds available to it in each year and appropriated therefor until maturity of the 2021 Bonds.

GENERAL FUND REVENUES

The County's general fund revenues for the fiscal year ended June 30, 2020 ("Fiscal Year 2020") were approximately $62,549,000. General fund revenues are derived from various sources, including property taxes (which account for approximately 59.4% of the general fund revenues), sales taxes, fees and charges, as well as intergovernmental revenues. For the fiscal year ending June 30, 2021 ("Fiscal Year 2021"), the County's general fund revenues are budgeted to be approximately $59,370,000. For Fiscal Year 2020 and [Fiscal Year 2021], the County imposed a property tax of $0.635 per $100 of assessed value. The County completed a revaluation of the assessed value of all real property in the County as of January 1, 20__. The next revaluation is expected as of January 1, 20__, which will affect the budget for the fiscal year ending June 30, 20__. The General Statutes of North Carolina permit counties to impose property taxes of up to $1.50 per $100 of assessed value for certain purposes without the requirement of a voter referendum. See Appendix B hereto for a description of the uses of the County's general fund revenues for Fiscal Year 2020.

PAYMENTS ON DISTRICT BONDS

District Bonds. [Note: to be confirmed] Unless other funds are lawfully available to make payments on the District Bonds, the respective Districts are authorized and required by law to levy on all property taxable by such District such ad valorem taxes, without limitation as to rate or amount, as may be necessary to pay the principal of and interest on the District Bonds. Notwithstanding each District's ability to use its taxing power to pay debt service on the District Bonds, each District plans to use the revenues of such District's water and sewer system to pay debt service on the District Bonds. In the event any District fails to pay the principal of an interest on the District Bonds, the County may, as owner of the District Bonds, use all remedies to enforce the general obligation pledge made by such District, including, without limitation, requiring by law each District to levy ad valorem taxes on all taxable property until payment of the District Bonds. As registered owner of the District Bonds, the County will receive payment of such principal of and interest on the District Bonds and credit such amounts to the County's general fund.

TOTAL ANNUAL DEBT SERVICE REQUIREMENTS

The following table describes the debt service requirements on the 2021 Bonds for each fiscal year of the County.

Fiscal Year Ending June 30	Principal	Interest	Total
Total			

CERTAIN RISKS OF 2021 BOND OWNERS

LIMITED OBLIGATION OF THE COUNTY

If the payments made by the County pursuant to the Trust Agreement are insufficient to pay the principal of and interest on the 2021 Bonds, as the same become due, or if any other event of default occurs under the Trust Agreement, the Trustee may accelerate the 2021 Bonds and all unpaid principal amounts due by the County under the Trust Agreement.

No deficiency judgment may be rendered against the County in any action for any breach of the Trust Agreement. The taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under the Trust Agreement. The remedies afforded to the Trustee and the Owners of the 2021 Bonds upon a default by the County under the Trust Agreement are limited in the Trust Agreement to those of a secured party under the laws of the State, including foreclosing on the County's interest in the District Bonds in accordance with the Trust Agreement, as applicable. There can be no assurance that the moneys available in the funds and accounts held by the Trustee and the proceeds of any such foreclosure will be sufficient to provide for the payment of the principal of and interest on the 2021 Bonds outstanding under the Trust Agreement.

RISK OF NONAPPROPRIATION

The appropriation of moneys to make payments pursuant to the Trust Agreement is within the sole discretion of the Board of County Commissioners. If the Board of County Commissioners fails to appropriate such moneys, the only sources of payment for the 2021 Bonds will be the moneys, if any, available in the respective funds and accounts held by the Trustee under the Trust Agreement and the proceeds of any attempted foreclosure on the County's interest in the District Bonds.

NATURE OF THE COLLATERAL

No representation is made as to the value of the County's interest in the District Bonds. There is no guaranty that a secondary market for the District Bonds will exist. No special appraisal of the District Bonds has been obtained and the amount of proceeds received through foreclosure of the County's interest in the District Bonds will be affected by a number of factors, including (1) the costs and expenses in enforcing the lien and security interest and (2) the marketability of the District Bonds.

UNINSURED OR UNDERINSURED CASUALTY

If all or part of the systems of the Districts are partially or totally damaged or destroyed, lost or stolen, then the County or the applicable District shall promptly repair or replace such portion of such system to working order for the purpose intended. The County is not entitled to any reimbursement from the Trustee for any such partial or total damage or destruction, loss or theft, nor is the County entitled to any diminution in payments of principal of or interest on the 2021 Bonds. **No physical assets of the District's water systems will be pledged as security for the 2021 Bonds.**

OUTSTANDING GENERAL OBLIGATION DEBT OF THE COUNTY

The County has general obligation bonds outstanding and may issue additional general obligation bonds and notes in the future. The County has pledged and will pledge its faith and credit and taxing power to the payment of its general obligation bonds and notes issued or to be issued. See **"THE COUNTY—DEBT INFORMATION"** in Appendix A hereto for a description of the County's outstanding and authorized but unissued general obligation bonds and notes. FUNDS WHICH MAY OTHERWISE BE AVAILABLE TO PAY BOND

PAYMENTS OR ADDITIONAL PAYMENTS OR TO MAKE OTHER PAYMENTS TO BE MADE BY THE COUNTY UNDER THE TRUST AGREEMENT MAY BE SUBJECT TO SUCH FAITH AND CREDIT PLEDGE BY THE COUNTY AND THEREFORE MAY BE REQUIRED TO BE APPLIED TO THE PAYMENT OF ITS GENERAL OBLIGATION INDEBTEDNESS.

BANKRUPTCY

Chapter 9 of Title 11 of the United States Code (as amended, the "Bankruptcy Code") provides a process for a political subdivision of a state to voluntarily adjust its debts. An involuntary bankruptcy case may not be commenced against a political subdivision under Chapter 9. Section 109(c) of the Bankruptcy Code sets forth certain conditions that must be met for an entity to be a debtor under Chapter 9, including that the entity is specifically authorized to be a debtor under Chapter 9 by state law (or by a governmental officer or organization empowered by state law to authorize the entity to be a debtor under Chapter 9). Section 23-48 of the North Carolina General Statutes (the "NC Authorizing Statute") authorizes any county or city in the State to file a Chapter 9 bankruptcy case, but only with the approval of the LGC. While the 2021 Bonds are outstanding, the provisions of the Bankruptcy Code and applicable North Carolina law, including the North Carolina Authorizing Statute, may be amended, supplemented or repealed; therefore, it is not possible to predict whether and under what conditions the County may be authorized to become a debtor in a bankruptcy case and how any such bankruptcy case might affect holders of the 2021 Bonds in the future.

If the County were to initiate bankruptcy proceedings under Chapter 9 with the consent of the LGC, the bankruptcy proceedings could have material and adverse effects on holders of the 2021 Bonds, including (1) the application of the automatic stay provisions of the Bankruptcy Code, which, until relief is granted, would prevent collection of payments from the County or the commencement of any judicial or other action for the purpose of recovering or collecting a claim against the County; (2) the incurrence of additional debt, including the claims of those supplying good and services to the County after the initiation of bankruptcy proceedings and the expenses of administering the bankruptcy case, which may have a priority of payment superior to that of the bondholders; and (3) the possibility of the adoption of a plan for the adjustment of the County's debt without the consent of all of the Owners of the 2021 Bonds, which plan may restructure, delay, compromise or reduce the amount of the claim of the Owners of the 2021 Bonds. In addition, the Bankruptcy Code might invalidate any provision of the documents that makes the bankruptcy or insolvency of the County an event of default.

The effect of the Bankruptcy Code on the rights and remedies of the Owners of the 2021 Bonds cannot be predicted with certainty and may be affected significantly by judicial interpretation, general principles of equity, and considerations of public policy.

Regardless of any specific adverse determinations in a bankruptcy case of the County, the fact of such a bankruptcy case could have an adverse effect on the liquidity and value of the 2021 Bonds.

OTHER INDEBTEDNESS

There is no limitation on the County entering into additional contracts which provide for obligations the payment on which is subject to appropriation. See **"THE COUNTY—Debt Information—*Other Long-term Commitments*"** in Appendix A hereto.

RECENT DEVELOPMENTS RELATED TO COVID-19

On March 11, 2020, the World Health Organization declared a global pandemic following the outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, which is currently negatively

impacting most, if not all, areas of the world, including the United States, the State and the County. Within the United States, the federal government and various state and local governments, as well as private entities and institutions, have implemented a variety of different efforts aimed at preventing the spread of COVID-19 including, but not limited to, travel restrictions, voluntary and mandatory quarantines, event postponements and cancellations, voluntary and mandatory work from home arrangements, and facility closures. The impact of these various measures, as well as general concerns related to the global and national public health emergency and other contributing factors, have also resulted in significant volatility in the stock markets and a general consensus that the global and national economies are distressed. In response to the outbreak of COVID-19, North Carolina Governor Roy Cooper has issued various Executive Orders since March 2020. Currently, restrictions are in place in the State of North Carolina restricting the capacity of various venues and limiting the hours of operation of restaurants, bars and other entertainment venues and businesses, among other restrictions. State and public health officials will continue watching the key COVID-19 trends to determine if any further restrictions can be eased when the executive order expires.

The County acted quickly and proactively to mitigate potential impacts to its Fiscal Year 2020 revenues by implementing certain measures. The County reevaluated anticipated revenues by reducing its sales tax revenue projections by 35% for the period beginning March [_], 2020 and ending April 30, 2020, and by 30% for the period from May 1, 2020 through June 30, 2020. The County also eliminated all non-essential capital purchases beginning in March 2020 and instituted a County-wide hiring freeze wherein filling a vacant position required approval of the Board of County Commissioners. The County Manager proposed a Fiscal Year 2021 budget with conservative projections including: a 15% reduction in sales tax revenue in comparison to Fiscal Year 2020 collections, a 0.5% growth estimation in ad valorem taxes from Fiscal Year 2020, and a 50% decline in investment earnings in comparison to Fiscal Year 2020. Overall, the general fund was decreased by 0.45% compared to the original Fiscal Year 2020 budget.

If necessary, the County is prepared to make additional expenditure reduction measures including staffing and position reductions, capital spending reductions, reductions in contract services, and other line-item reductions in purchases, travel, and other categories. The County also has at its disposal a contingency fund in the amount of $221,854 for emergency needs.

The County is tracking all expenditures related to its emergency response and will seek reimbursement from federal and State response programs, as necessary and as available. The County received $1,080,591 in State and federal reimbursements related to COVID-19 expenses in Fiscal Year 2020.

Due to the dynamic nature of the COVID-19 outbreak, the County cannot predict either the duration or extent of (1) the COVID-19 outbreak, (2) future actions governmental authorities or other institutions may take to contain or mitigate COVID-19's impact, or (3) whether either of the foregoing will have a material adverse effect on the County's finances or operations or have an effect on the rating assigned to the 2021 Bonds (see **"RATINGS"** herein).

CYBERSECURITY

The County, like many other public and private entities, relies on a robust and complex technology environment to conduct its operations and faces multiple cybersecurity threats involving, but not limited to, hacking, phishing viruses, malware and other attacks on its computing and other digital networks and systems (collectively, "Systems Technology"). As a recipient and provider of personal, private, or sensitive information, the County may be the target of cybersecurity incidents that could result in adverse consequences to the County and its Systems Technology, requiring a response action to mitigate the consequences.

Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the County's Systems Technology for the purposes of misappropriating assets or information or causing operational disruption and damage. To mitigate the risk of business operations impact and/or damage from cybersecurity incidents or cyber-attacks, the County invests in various forms of cybersecurity and operational safeguards. These safeguards include a vulnerability plan, change management plan, backup plan, account management plan and incident response plan all managed by the County's Information Technology Department (the "IT Department"). The IT Department communicates with County employees regarding vulnerabilities and proper responses to cybersecurity threats. The IT Department also implemented a series of security mechanisms and controls layered throughout the Systems Technology to protect the confidentiality, integrity and availability of Systems Technology and the data within. The IT Department conducts internal and external penetration vulnerability tests. The County underwent a North Carolina National Guard Cybersecurity Assessment most recently in [April 2020] and anticipates another assessment in [____]. The County maintains cyber liability insurance coverage.

While the County's cybersecurity and operational safeguards are periodically tested, and the County has not experienced any known breaches or incidents, the County cannot give any assurances that such measures will ensure against other cybersecurity threats and attacks. Cybersecurity breaches could cause material disruption to the County's finances or operations. The costs of remedying any such damage or obtaining insurance related thereto or protecting against future attacks could be substantial and insurance may not be adequate to cover such losses or other consequential County costs and expenses. Further, cybersecurity breaches could expose the County to material litigation and other legal risks, which could cause the County to incur material costs related to such legal claims or proceedings.

THE COUNTY AND THE DISTRICTS

See Appendix A for a description of the County, Appendix B for financial information regarding the County and Appendix C for certain information regarding the Districts.

LEGAL MATTERS

LITIGATION

No litigation is now pending or, to the best of the County's knowledge, threatened against or affecting the County which seeks to restrain or enjoin the authorization, execution or delivery of the 2021 Bonds or the Trust Agreement, or which contests the County's creation, organization or corporate existence, or the title of any of the present officers thereof to their respective offices, or the authority or proceedings for the County's authorization, execution and delivery of the 2021 Bonds or the Trust Agreement, or the County's authority to carry out its obligations thereunder or which would have a material adverse impact on the County's condition, financial or otherwise.

CONTINGENT LIABILITIES

The County is not aware of any contingent liabilities that would materially adversely affect the County's ability to meet its financial obligations.

OPINIONS OF COUNSEL

Legal matters related to the execution, sale and delivery of the 2021 Bonds are subject to the approval of Sanford Holshouser LLP, Bond Counsel. The opinion of Sanford Holshouser LLP, as Bond Counsel, substantially in the form set forth in Appendix E hereto, will be delivered at the time of the delivery of the 2021 Bonds. Certain legal matters will be passed on for the County by David C. Francisco, Esq., and for the Underwriter by its counsel, Pope Flynn, LLC.

Bond Counsel's approving legal opinion expresses Bond Counsel's professional judgment as to the legal issues explicitly addressed in the opinion. By rendering a legal opinion, an opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Additionally, the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction, and a bond opinion is not a statement (either expressly or by implication) concerning the marketability, value or likelihood of payment of the bonds, or as to the suitability of the 2021 Bonds as an investment for any investor.

Bond Counsel has not been engaged to investigate the County's operations or condition or the County's ability to provide for payments on the 2021 Bonds. Bond Counsel will express no opinion (1) as to the County's financial condition or its ability to provide for payments on the 2021 Bonds, or (2) as to the accuracy, completeness or fairness of any information that may have been relied on by anyone in making a decision to purchase 2021 Bonds, including this Official Statement. In this transaction, Bond Counsel serves only as bond counsel to the County.

FINANCIAL ADVISOR

Davenport & Company LLC has acted as financial advisor to the County in connection with the issuance of the 2021 Bonds.

TAX TREATMENT

[to be provided by bond counsel]

CONTINUING DISCLOSURE

In accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), the County has undertaken in the Trust Agreement to provide, or cause to be provided through the Trustee, to the Municipal Securities Rulemaking Board (the "MSRB"):

(a) by not later than seven months after the end of each fiscal year, beginning with Fiscal Year 2021, the audited financial statements of the County for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the County for such fiscal year to be replaced subsequently by audited financial statements of the County to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months after the end of each fiscal year, beginning with Fiscal Year 2021, (a) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the captions **"THE COUNTY—DEBT INFORMATION"** and **"—TAX INFORMATION"** in Appendix A relating to the 2021 Bonds (excluding any information on overlapping or underlying debt);

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the 2021 Bonds:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2021 Bonds, or other material events affecting the tax status of the 2021 Bonds;

(vii) modifications to rights of holders of the 2021 Bonds, if material;

(viii) calls for redemption of 2021 Bonds (other than calls pursuant to sinking fund redemption), if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the 2021 Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar proceeding related to the County or any other person or entity that may at any time become legally obligated to make payments on the 2021 Bonds (collectively, the "Obligated Persons");

(xiii) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) incurrence of a financial obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a

financial obligation of the County or any Obligated Person, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties.

(d) in a timely manner, not in excess of ten business days after the occurrence of the failure, notice of a failure of the County to provide required annual financial information described in (a) or (b) above on or before the date specified.

"Financial obligation" means, for purposes of the foregoing, (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of an obligation described in either clause (a) or (b). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

For the purposes of the event identified in subparagraph (c)(xii) above, the event is considered to occur when any of the following occurs: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

The County shall provide the documents referred to above to the MSRB in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The County may discharge its undertaking described above by transmitting the documents referred to above to any entity and by any method authorized by the U.S. Securities and Exchange Commission.

At present, Section 159-34 of the General Statutes of North Carolina requires that the County's financial statements be prepared in accordance with generally accepted accounting principles and that they be audited in accordance with generally accepted auditing standards.

The County has acknowledged in the Trust Agreement that its undertaking pursuant to Rule 15c2-12 is intended to be for the benefit of the registered owners of the 2021 Bonds and is enforceable by the Trustee or by any registered owner of the 2021 Bonds. THE RIGHT TO ENFORCE THE PROVISIONS OF THE COUNTY'S RULE 15C2-12 UNDERTAKINGS IS LIMITED TO A RIGHT TO OBTAIN SPECIFIC PERFORMANCE OF THE COUNTY'S OBLIGATIONS AND A FAILURE BY THE COUNTY TO COMPLY WITH ITS RULE 15C2-12 UNDERTAKINGS WILL NOT BE AN EVENT OF DEFAULT UNDER THE TRUST AGREEMENT AND WILL NOT RESULT IN ACCELERATION OF THE PRINCIPAL OF AND INTEREST ON THE 2021 BONDS.

The County may modify from time to time, consistent with Rule 15c2-12, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County; provided that (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the County; (2) the information to be provided, as modified, would have complied with the requirements of the Rule 15c2-12 as of the date of this Official Statement, after taking into account any

amendments or interpretations of the Rule 15c2-12, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Owners or the beneficial owners, as determined by the Trustee or nationally recognized bond counsel or by the approving vote of the Owners of a majority in principal amount of the 2021 Bonds. Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The County's Rule 15c2-12 undertakings will terminate upon payment in full, or provision having been made for payment in full, of the principal and interest on the 2021 Bonds.

Pursuant to resolutions of the governing bodies of each of the Districts, each District has agreed to provide to the County information sufficient to allow the County to comply with the continuing disclosure requirements of SEC Rule 15c2-12(b)(5) for the benefit of the beneficial owners of the 2021 Bonds. [Note: confirm]

[Note: TO BE UPDATED – check District information filed, if any] [For the fiscal years ended June 30, 2016 through 2020, inclusive, the County did not include certain debt information, tax information or information regarding the Districts in its required annual continuing disclosure filings. Such information, as well as a Notice of Failure to Timely File Annual Financial Information, was filed on [_____], 2021. The County did not timely file the combined budget of the County for the fiscal year ended June 30, 2016. The County filed such budget and noted the late filing in a Notice of Failure to Timely File Annual Financial Information filed on [____], 2021. Except as described above, the County is not aware of any instances of its failure in the previous five years to comply in all material respects with its existing continuing disclosure undertakings pursuant to the Rule.]

UNDERWRITING

The Underwriter has agreed under the terms of a Bond Purchase Agreement (the "Purchase Agreement") to purchase all of the 2021 Bonds, if any of the 2021 Bonds are to be purchased, at a purchase price equal to 100% of the principal amount of the 2021 Bonds, less an Underwriter's discount of $_____. The Underwriter's obligation to purchase the 2021 Bonds is subject to certain terms and conditions set forth in the Purchase Agreement.

The Underwriter may offer and sell the 2021 Bonds to certain dealers (including dealers depositing the 2021 Bonds into investment trusts) and others at prices lower than the initial public offering prices stated on the inside front cover page hereof. The public offering prices may be changed from time to time by the Underwriter.

RATINGS

Moody's Investors Service, Inc. and S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, have assigned ratings of "___" and "___," respectively, to the 2021 Bonds. These ratings reflect only the view of such rating agencies, and an explanation of the significance of such ratings may be obtained from such rating agencies. Certain information and materials not included in this Official Statement were furnished to such rating agencies. There is no assurance that such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely if, in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2021 Bonds.

MISCELLANEOUS

All quotations from and summaries and explanations of the Trust Agreement contained herein or in Appendix D hereto do not purport to be complete, and reference is made to such documents for full and complete statements of their respective provisions. The Appendices attached hereto are a part of this Official Statement.

The information contained in this Official Statement has been compiled or prepared from information obtained from the County and other sources deemed to be reliable and, although not guaranteed as to completeness or accuracy, is believed to be correct as of this date. Any statements involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

APPENDIX A

THE COUNTY

APPENDIX B

MANAGEMENT'S DISCUSSION AND ANALYSIS AND THE BASIC FINANCIAL STATEMENTS OF BEAUFORT COUNTY, NORTH CAROLINA

MANAGEMENT'S DISCUSSION AND ANALYSIS

The Management's Discussion and Analysis of the financial activities of the County, lifted from the Comprehensive Annual Financial Report for the County for the fiscal year ended June 30, 2020, is included in this Appendix. Management's Discussion and Analysis provides an objective and easily readable short and long-term analysis of the County's financial activities based on currently known facts, decisions or conditions. Management's Discussion and Analysis is not a required part of the Basic Financial Statements but is supplementary information required by the Governmental Accounting Standards Board. The independent auditors of the County have applied certain limited procedures, which consist primarily of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, they did not audit this information and did not express an opinion on it.

FINANCIAL INFORMATION

The County's basic financial statements have been audited by independent certified public accountants for each fiscal year through June 30, 2020. Copies of these financial statements containing the unqualified reports of the independent certified public accountants (as to the conformity of the financial statements to generally accepted accounting principles, as applicable, consistently applied) are available from the County at 132 West 2nd Street, Washington, North Carolina 27889 Attention: Finance Director. The County's basic financial statements and the notes thereto, drawn from the County's comprehensive annual financial report for the fiscal year ended June 30, 2020, are included as Appendix B.

APPENDIX C

FINANCIAL INFORMATION REGARDING THE DISTRICTS

APPENDIX D

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company

a subsidiary of The Depository Trust & Clearing Corporation

Beneficial ownership interests in the 2021 Bonds will be available only in a book-entry system. The actual purchasers of the 2021 Bonds (the "*Beneficial Owners*") will not receive physical bonds representing their interests in the 2021 Bonds purchased. So long as The Depository Trust Company ("*DTC*"), New York, New York, or its nominee is the registered owner of the 2021 Bonds, references in this Official Statement to the Owners of the 2021 Bonds shall mean DTC or its nominee and shall not mean the Beneficial Owners.

THE FOLLOWING DESCRIPTION OF DTC, ITS PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE 2021 BONDS, PAYMENT OF INTEREST AND OTHER PAYMENTS WITH RESPECT TO THE 2021 BONDS TO DTC PARTICIPANTS OR TO BENEFICIAL OWNERS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE 2021 BONDS AND/OR OTHER TRANSACTIONS BY AND BETWEEN DTC, DTC PARTICIPANTS AND BENEFICIAL OWNERS IS BASED ON INFORMATION FURNISHED BY DTC.

1. DTC will act as securities depository for the 2021 Bonds. The 2021 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond will be issued for the 2021 Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC. SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE 2021 BONDS, AS DTC'S PARTNERSHIP NOMINEE, REFERENCE HEREIN TO THE OWNERS OR REGISTERED OWNERS OF THE 2021 BONDS WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE 2021 BONDS.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("*Direct Participants*") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of the 2021 Bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("*DTCC*"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("*Indirect Participants*"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of 2021 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2021 Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests with respect to the 2021 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bonds representing their ownership interests in 2021 Bonds, except in the event that use of the book-entry system for the 2021 Bonds is discontinued.

4. To facilitate subsequent transfers, all 2021 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2021 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2021 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2021 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2021 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2021 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of 2021 Bonds may wish to ascertain that the nominee holding the 2021 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the 2021 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2021 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2021 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

BECAUSE DTC IS TREATED AS THE OWNER OF THE 2021 BONDS FOR SUBSTANTIALLY ALL PURPOSES UNDER THE TRUST AGREEMENT, BENEFICIAL OWNERS MAY HAVE A RESTRICTED ABILITY TO INFLUENCE IN A TIMELY FASHION REMEDIAL ACTION OR THE GIVING OR WITHHOLDING OF REQUESTED CONSENTS OR OTHER DIRECTIONS. IN ADDITION, BECAUSE THE IDENTITY OF BENEFICIAL OWNERS IS UNKNOWN TO THE COUNTY, TO DTC OR TO THE TRUSTEE, IT MAY BE DIFFICULT TO TRANSMIT INFORMATION OF POTENTIAL INTEREST TO BENEFICIAL OWNERS IN AN EFFECTIVE AND TIMELY MANNER. BENEFICIAL OWNERS SHOULD MAKE APPROPRIATE ARRANGEMENTS WITH THEIR BROKER OR DEALER REGARDING DISTRIBUTION OF INFORMATION REGARDING THE 2021 BONDS THAT MAY BE TRANSMITTED BY OR THROUGH DTC.

8. Redemption proceeds, distributions, and dividend payments on the 2021 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the County on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants. THE COUNTY CANNOT AND DO NOT GIVE ASSURANCE THAT DIRECT AND INDIRECT PARTICIPANTS WILL PROMPTLY TRANSFER PAYMENTS TO BENEFICIAL OWNERS.

9. A Beneficial Owner shall give notice to elect to have its 2021 Bonds purchased or tendered, through its Participant, to the Remarketing Agent, and shall effect delivery of such 2021 Bonds by causing the Direct Participant to transfer the Participant's interest in the 2021 Bonds, on DTC's records, to the Remarketing Agent. The requirement for physical delivery of 2021 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the 2021 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered 2021 Bonds to the Remarketing Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the 2021 Bonds at any time by giving reasonable notice to the County and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2021 Bond certificates are required to be printed and delivered.

11. The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2021 Bond certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

THE COUNTY AND THE TRUSTEE HAVE NO RESPONSIBILITY OR OBLIGATION TO DTC, THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT, OR THE MAINTENANCE OF ANY RECORDS; (2) THE PAYMENT BY DTC OR ANY PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE 2021 BONDS, OR THE SENDING OF ANY TRANSACTION STATEMENTS; (3) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TRUST AGREEMENT TO BE GIVEN TO OWNERS; (4) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENTS UPON ANY PARTIAL PREPAYMENT OF THE 2021 BONDS; OR (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE AS THE REGISTERED OWNER OF THE 2021 BONDS, INCLUDING ANY ACTION TAKEN PURSUANT TO AN OMNIBUS PROXY.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Town of Belhaven Request to Transfer Ownership of Cooperage Site

Summary of Information: Attached please find a request from the Town of Belhaven to transfer ownership of the Cooperage Site to the Town so that it may seek funding to construct a boating access facility in conjunction with the NC Wildlife Commission.

As you are aware, several years ago the County worked with the NC Wildlife Commission to design a NCWRC funded three-ramp boating access facility at the Cooperage site to increase public access. A copy of that design is included with the attachments. Unfortunately, at that time, the Town of Belhaven was not receptive to the opportunity and the project stopped. Later efforts to restart the project were hindered by a lack of funding resources from the NCWRC. Since the project stopped, the County has entertained offers from private developers to acquire the site but due to potential brownfield issues that progress has not moved forward as the County waits on the State of NC to complete a brownfields agreement.

The Town of Belhaven has worked with the NCWRC on reviving the original design proposal for the boating access facility. Attached is a copy of a letter from the NCWRC indicating that the Cooperage site is the best site evaluated for the proposed project. The Town is asking the County to transfer the Cooperage site to the Town so that it can seek funding to construct the facility.

If the County agrees to transfer the site to the Town, it is recommended that it be done through an option agreement that gives the Town site control for grant funding purposes but does not fully transfer the property to the Town until the project is completed. This would address the County's previous concerns about the site being "flipped" for some other purpose or not being developed at all. This condition has been discussed with Town representatives.

Alternatives: Potential sale to private developer after brownfield agreement approval by the State of NC or seek to restart the original project with the NCWRC as a County project.

Fiscal Impact: Transfer to the Town of Belhaven would not create a fiscal impact as the property was originally given to the County. If one of the alternatives was selected there could be a fiscal impact due

to loss of revenue from a sale or an increase in expenditures due to potential project costs and future maintenance requirements of the site.

Submitter Recommendations/Motions: Consider the request by the Town of Belhaven to transfer the Cooperage site to the Town for the purpose of building a NCWRC boating access facility and do that under an option agreement that provides the Town site control for grant funding purposes but does not fully transfer the property until the project is completed.

Attachments:
1. Town of Belhaven request documents

Brian Alligood

From: Lynn Davis <ldavis@townofbelhaven.com>
Sent: Thursday, March 11, 2021 12:03 PM
To: Brian Alligood; Frankie Waters
Cc: Ricky Credle
Subject: Cooperage Property

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

Gentlemen,

The Belhaven Board of Aldermen voted unanimously Monday night to pursue acquisition of the Cooperage property. The NC Wildlife Resources Commission has identified that location as the most suitable and preferred location for a boating access area. The Town respectfully requests that the property be transferred to the Town in order for us to seek necessary funding to make the boating access area a reality.

Please accept this email as an official request of the County to consider this request.

Lynn Davis, CFM CZO
Town Manager
Belhaven, NC
www.TownofBelhaven.com
252.943.3055

Brian Alligood

From: Lynn Davis <ldavis@townofbelhaven.com>
Sent: Thursday, February 25, 2021 8:55 AM
To: Frankie Waters; Brian Alligood
Cc: Ricky Credle
Subject: Belhaven Update
Attachments: Cooperage Tract Support Letter.pdf

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

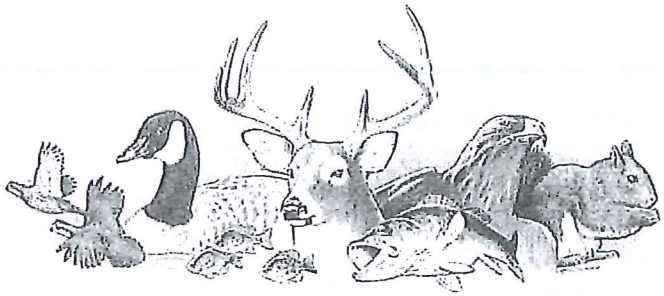
Good morning, gentlemen. I have had recent conversations with Sarah Sherman at the Wildlife Resources Commission regarding the location of a new public boat ramp for Belhaven. She has shared the attached letter of support for the Cooperage property.

The Town respectfully requests that Beaufort County transfer this property to the town of Belhaven. This transfer will allow the Town to see necessary grant funds for improvements to the property. As we discussed, we are willing to accept the transfer with stipulations regarding the resale and future development of the property.

There are many conversations taking place now that could lead to the highest and best use for the Cooperage property that will ultimately benefit both the County and the Town. As the gateway into Belhaven, the use and improvement of this property are of the utmost importance to any future plans we may have. The use of the property as a regional boat ramp will allow us to expand on that use and help to solidify Belhaven as a boating destination.

Please advise if there are additional steps needed to make this a formal request.

Lynn Davis, CFM CZO
Town Manager
Belhaven, NC
www.TownofBelhaven.com
252.943.3055



NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

Cameron Ingram, Executive Director

February 11th, 2021

Lynn Davis
Town Manager
Belhaven

Re: Request for Support of Cooperage Tract as a Boating Access Area

Ms. Davis,

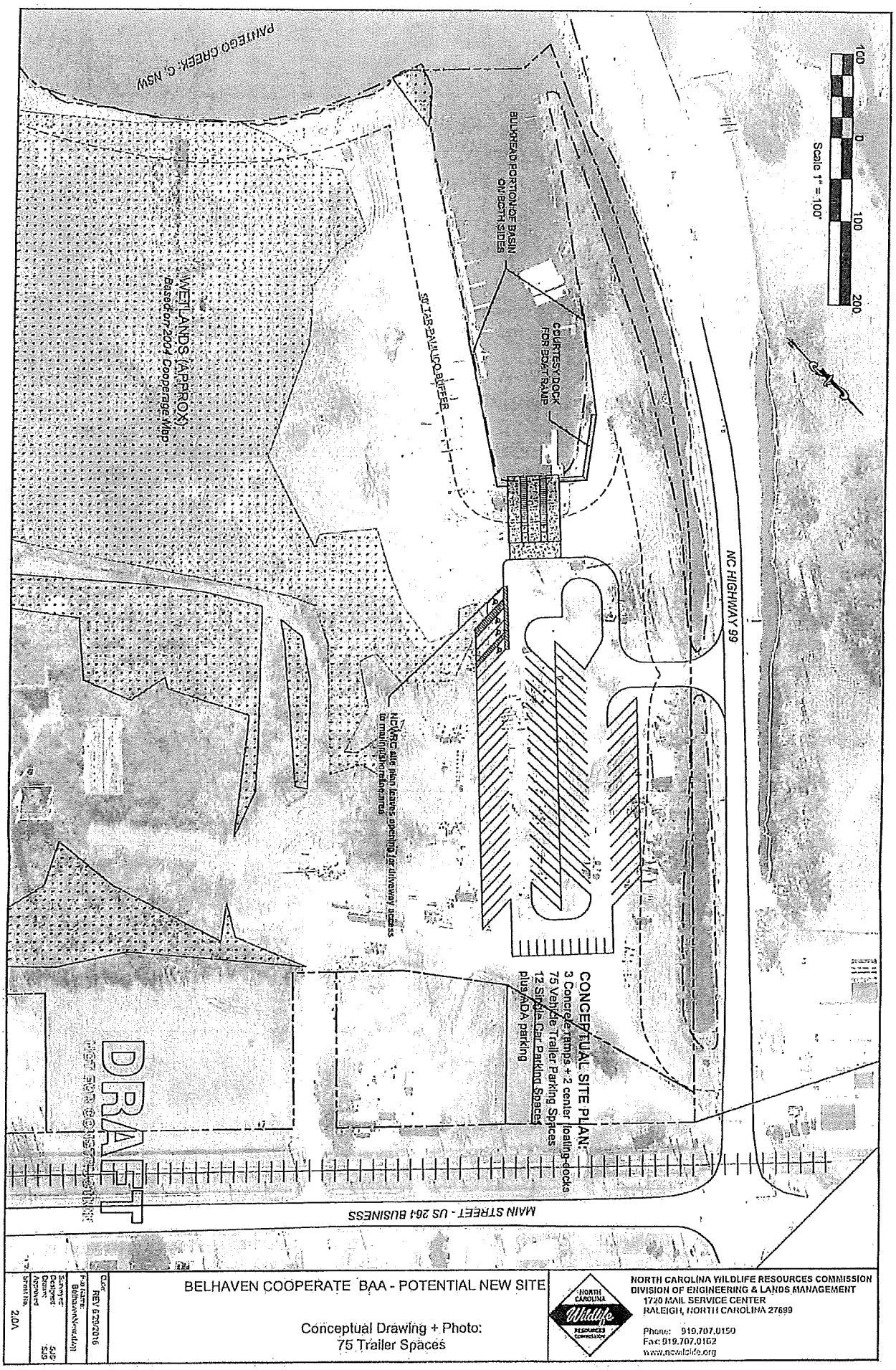
I am writing to confirm that the North Carolina Wildlife Resources Commission, in regard to potential development of a boating access area in or near Belhaven, feel that the Cooperage Tract is the best property evaluated to develop such a site.

We look forward to further developing the partnership with Belhaven.

Sincerely,

Gary Gardner
Engineering Division Chief
NC Wildlife Resources Commission

Mailing Address: N.C. Wildlife Resources Commission • 1701 Mail Service Center • Raleigh, North Carolina 27699-1701
Telephone: 919-707-0010 • ncwildlife.org


PAMLEGO CREEK - S. NSW
BULKHEAD PORTION OF BASIN ON BOTH SIDES
50' SAR BANK BUFFER
COURTESY DOCK FOR BOAT RAMP
WETLANDS (APPROX.)
Based on 2004 Coverage Map
NC HIGHWAY 99
NCWRC site plan leaves opening for driveway access to maintain shoreline area
CONCEPTUAL SITE PLAN:
3 Concrete ramps +2 center floating docks
75 Vehicle Trailer Parking Spaces
12 Single Car Parking Spaces plus ADA parking
DRAFT
NOT FOR CONSTRUCTION
MAIN STREET - US 264 BUSINESS
Scale 1" = 100'
100
0
100
200
BELHAVEN COOPERATE BAA - POTENTIAL NEW SITE
Conceptual Drawing + Photo:
75 Trailer Spaces
NORTH CAROLINA WILDLIFE RESOURCES COMMISSION
DIVISION OF ENGINEERING & LANDS MANAGEMENT
1720 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699
Phone: 919.707.0150
Fax: 919.707.0162
www.ncwildlife.org
Date: REV 6/29/2016
File Name: BelhavenNewSite1
Surveyed:
Designed: SJS
Drawn: SJS
Approved:
Sheet No. 2.0\

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Expansion of Broadband Services in Beaufort County

Summary of Information: On October 4, 2019, Beaufort County signed an agreement with RiverStreet Networks to develop a county-wide Fiber To The Home (FTTH) engineering study that would secure an estimate for the total installed cost of the deployment of such a network and include a plan for the design and construction of such a network throughout the County. The cost of this study was shared by the County and local partners including the Committee of 100, Tideland Electric Corporation, Tri-County Foundation and Nutrien. On October 9, 2020, Beaufort County published a competitive Request for Proposals (RFP) seeking proposals from qualified broadband providers to expand broadband connectivity to unserved and underserved areas of Beaufort County. The RFP was published in accordance with applicable NC General Statutes, sent directly to known providers of broadband services in Beaufort County and listed on the State of NC's interactive purchasing system. On November 30, 2020, the County received one proposal to the RFP and it was from RiverStreet Networks. At a regular meeting on March 1, 2021, the Board of Commissioners approved entering into a 5-year Memorandum of Understanding (MOU) with RiverStreet Networks to provide the cornerstone and structure for future binding contracts that would help meet the intended mission of providing broadband services to unserved and underserved areas of Beaufort County.

The FTTH Engineering Study provided a design to install the backbone of a FTTH system throughout the County, excluding already served areas of Belhaven, Chocowinity and Washington. This design included 151.77 miles of fiber passing 690 homes. The cost of this design ranged from $5.7M with no customers to $7.2M with a 100% take rate of all homes passed. The backbone design would then allow expansion of the system throughout the County to serve additional homes as funding became available.

The American Rescue Plan Act recently passed by Congress and signed into law by the President is estimated to provide $9.1M to Beaufort County. The U.S. Treasury has not yet released official allocation numbers or guidance on the funds but plain language in the bill reads that funds may be used "to make necessary investments in water, sewer, or broadband infrastructure."

NC General Statute 153A-459 authorizes counties to "provide grants to unaffiliated qualified private providers of high-speed Internet access service, as that term is defined in G.S. 160A-340(4), for the purpose of expanding service in unserved areas for economic development in the county."

It is recommended that the Board approve the County Manager and the County Attorney to begin developing an agreement to provide a grant to RiverStreet Networks to build the county-wide FTTH backbone developed in the engineering study and committing American Rescue Plan funds for the effort. The agreement would include a revenue sharing agreement with RiverStreet Networks on all accounts connected to the funded infrastructure and provide for County access to the fiber system under specific conditions.

This agreement would come back to the Board for final approval before execution.

Fiscal Impact: Approximately $7.2M of American Rescue Plan Act funding

Submitter Recommendations/Motions: Approve the County Manager and the County Attorney to begin developing an agreement to provide a grant to RiverStreet Networks to build the county-wide FTTH backbone developed in the engineering study and committing American Rescue Plan funds for the effort. The agreement would include a revenue sharing agreement with RiverStreet Networks on all accounts connected to the funded infrastructure and provide for County access to the fiber system under specific conditions. This agreement would come back to the Board for final approval before execution.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Jail Committee Recommendations

Summary of Information: At a regular Jail Committee meeting on March 24, 2021, the Committee discussed and unanimously recommended the following items:

1. Seek approval from the Board of Commissioners to request a formal needs assessment from the National Institute of Corrections for the Beaufort County Detention Facility.

2. Request approval from the Board of Commissioners to establish an inmate transfer policy that would move inmates who have been held in the Detention Facility for over 120 days to another facility that provides recreational opportunities in an effort to mitigate potential Federal Eighth Amendment claims.

In discussions with the Chief Deputy, the majority of inmates who might spend in excess of 120 days in the Detention Facility prior to trial are being held on violent crime or major drug trafficking charges and may be 4-5 inmates at any one time. In general, it was his opinion that the average stay for other pre-trial detainees was between 45-60 days.

He further indicated that 180 days was generally the maximum amount of time an inmate might be sentenced to serve time in the local detention facility instead of a state correctional facility. He stated that on most occasions this time was reduced by the previous time served while awaiting trial and sentencing.

Submitter Recommendations/Motions: Consider approval of above recommended items unanimously approved by the Jail Committee.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Lease Agreement for Judicial District Manager's Office

Summary of Information: The County currently leases approximately 655 square feet of office space at 1308 Highland Drive (former Tideland Mental Health Building) to the NC Department of Public Safety for the Judicial District Manager's Office. This is billable space, not to be confused with space the County is required to provide at no cost to the State for probation/parole and juvenile justice operations. The current lease agreement ends on July 31, 2021 and the NC-DPS is seeking another three-year lease agreement for the space at the same location.

Attached is a copy of the new three-year lease agreement. The NC-DPS has agreed to a 5% increase in the lease amount for the new term.

Fiscal Impact: Annual increase in lease revenue of $432.30.

Submitter Recommendations/Motions: Approve the attached three-year lease agreement with the NC Department of Public Safety for approximately 655 square feet of office space located at 1308 Highland Drive for the Judicial District Manager's office and authorize execution of the multi-year agreement by the County Manager.

Attachments:
1. NC-DPS Three-Year Lease Agreement

North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Erik A. Hooks, Secretary

Casandra Skinner Hoekstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

March 11, 2021

Brian Alligood
Beaufort County Manager
121 West 3rd. Street
Washington, NC 27889

RE: Lease Agreement for +/- 655 Square Feet of Office Space Located at 1308 Highland Drive, Washington, Beaufort County, North Carolina

Dear Mr. Alligood:

Hope all is well. The current lease for the Judicial District Manager's office will expire on 07/31/2021. The Department of Public Safety desires another three-year lease at the current location. Enclosed please find two (2) copies of the new lease agreement w/ the PO-28 (Proposal to Lease to the State of North Carolina).

Upon your review and approval, please sign/notarize both copies of the lease agreement and return said along with all other documents to me as soon as possible to the address below. Once the signed lease agreements are received from you, the Director of State Property will execute on the State's behalf and the effective date will be inserted on the first page. A fully executed original will then be forwarded to you for your records.

In the meantime, if you have any questions or concerns, please feel free to contact me at (919) 324-6467. Thank you for your assistance in this matter.

Sincerely,

Ron Moore
Real Property Manager

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27699-4200
www.ncdps.gov

OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919) 715-3731

An Equal Opportunity Employer

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL.

FAXED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR:	2. LESSOR'S AGENT:
Beaufort County	Brian Alligood

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE:
☐A. PROPRIETORSHIP ☐B. PARTNERSHIP ☐C. CORPORATION ☒D. GOVERNMENTAL ☐E. NON-PROFIT
☐F. ***(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES ☐G. OTHER:

MAILING ADDRESS:121 West 3rd. Street	MAILING ADDRESS
CITY:Washington ZIP:27889	CITY: ZIP:
PHONE#252-946-0079 FAX#:252-946-7722	PHONE#: FAX#:
E-MAIL:	E-MAIL:

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)
1308 Highland Dr.

STREET ADDRESS	CITY	COUNTY	ZIP CODE
1308 Highland Dr.,	Washington	Beaufort County	27889

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE	B. WAREHOUSE	C. OTHER
	+/- 655 square feet		

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	REQUIRED CLIENTELE PARKING SPACES
OFFICE	655	$9,130.70	$13.94	Yes	Yes	2
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	XXXX

Lessor will provide (3) employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments:To renew a three year lease at the same location.

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDINING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide ( ) clientele parking spaces and ( ) employee parking spaces

Comments:

7. LEASE TERM : 3 YEARS BEGINNING DATE:08/01/2021

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. Will the proposed building provide facilities for handling materials to be recycled such as waste paper and cardboard?☐YES ☐NO

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	*YES*☒	*NO*☐
Is the proposed building free of hazardous lead paint?	YES ☒	NO☐

DEPARTMENT: Department of Public Safety	DIVISION:
CITY:	SQUARE FEET: AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:	

LESSOR:Beaufort County

9. ADDITIONAL INFORMATION (Including any deviations from furnished specifications)

10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped, and applicable sections of the State Building Code Volumes I-V?

☒YES ☐NO ☐PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

11. This proposal is made in compliance with the specifications furnished by the Department of Public Safety. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until 09/01/2021. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I AM AWARE THAT THERE WILL BE NO NEGOTIATION OF THE PER SQUARE FOOT PRICE THAT I HAVE PRESENTED IN THIS PROPOSAL. I am further aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

***(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.*

Printed Name of Lessor

Signature of Lessor Date

MAILING /DELIVERY INSTRUCTIONS

To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650

Delivery Address If Delivered In Person: Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina

Mailing Address If Sent Through Mail Service: State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321

ENVELOPE SHOULD BE MARKED:

(a) Lease proposal Enclosed
(b) Cutoff Date for Receiving Proposals
(c) Name of State Agency involved.

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the inside area the following:
   *a. Toilets and lounges
   *b. Entrance and elevator lobbies
   *c. Corridors
   d. Stairwells
   e. Elevators and escalator shafts
   f. Building equipment and service areas
   g. Stacks, shafts, and interior columns
   h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET: AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:	
FORM (PO-28)	*(2005)*

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the_____day of _____, 2021, by and between, **COUNTY OF BEAUFORT** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7, 1999, and,

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017 and,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Washington, County of Beaufort,** North Carolina, more particularly described as follows:

Being +/- 655 net square feet of office space located at 1308 Highland Drive, Suite 102. Washington, Beaufort County, North Carolina. See Attached Exhibit "A" Floor Plan

DEPARTMENT OF PUBLIC SAFETY (JDM-2)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years,** commencing on the **1st day of August, 2021,** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of July, 2024.**

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **$9,130.70** Dollars per annum, which sum shall be paid in equal monthly installments of **$760.89** Dollars, said rental to be payable within five (5) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the reasonable satisfaction of the Lessee:

A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal.

C. All utilities, except phone and data.

D. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.

E. Adequate parking.

F. Daily janitorial services and supplies.

G. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises form the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.

H. All fire or safety inspection fees and storm water fee shall be paid by lessor.

I. All land transfer tax/fees imposed by the County or Town which the space is located.

J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-Advertised Lease".

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee. Occupation of the premises by the Lessee constitutes Lessee's acceptance of the premises.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenantable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **121 West Third Street, Washington, North Carolina 27889.** The Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699-4227.** Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSEE:
STATE OF NORTH CAROLINA

By:_____(SEAL)
Joanne Rowland,
Director of Purchasing & Logistics

LESSOR:
COUNTY OF BEAUFORT

By:_____(SEAL)
Brian Alligood, Beaufort County Manager

STATE OF NORTH CAROLINA
COUNTY OF_____

I,_____, a Notary Public in and for the aforesaid County and the State aforesaid, do certify that **Joanne Rowland,** personally came before me this day and acknowledged that she is the Purchasing Director of the Department of Public Safety, State of North Carolina, and that by authority duly given and as the act of the Department, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ___ day of_____, 2021.

Notary Public: _____

Printed Name: _____

My Commission expires_____

STATE OF NORTH CAROLINA

COUNTY OF_____

I,_____, a Notary Public in the County and for the State aforesaid, do hereby certify that _____, personally came before me this day and acknowledge the due execution of the foregoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____day of_____, 2021.

Notary Public:_____

Printed Name: _____

My Commission expires_____

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also, provide the year the building was constructed.

2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.

3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable C02 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.

4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.

5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.

6. All utilities, except phone and data.

7. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.

8. All janitorial services and supplies.

9. Locking hardware is required on the front and rear door only.

10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.

13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.

14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State (two keys for each door)

15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor agrees with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

_____ _____

Signature of the Lessor Date

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: American Rescue Plan Act - Voluntary Extension of Emergency Paid Sick Leave and Emergency Family and Medical Leave

Summary of Information: Attached please find a article by Diane Juffras at the UNC School of Government regarding the American Rescue Plan Act and the ability of local government employers to now take a credit against social security and Medicare tax payments if they voluntarily extend emergency paid sick leave (EPSL) and emergency family medical leave (EFMLA) through September 30, 2021.

If a local government decides to voluntarily extend these provisions and take the tax credits, it must provide an additional 80 hours of paid EPSL beginning April 1, 2021 and the first 10 days of EFMLA leave under this extension must now be paid time.

The Families First Coronavirus Response Act enacted in March 2020 required employers to provide 80 hours of EPSL and allowed an expansion of the job-protection benefits under the Family Medical Leave Act to include COVID-related use. Beaufort County complied with the requirements under this Act. In addition to the required 80 hours of EPSL, employees were allowed to request advancement of up to 80 hours of leave for COVID-related use, after all sick and vacation leave was exhausted, and could make that leave up over 24 months. As of this writing all County employees have been given the opportunity to receive a COVID vaccination.

Based on the original EPSL and EFMLA provisions, the provision by the County to allow for additional COVID-related leave and the opportunity for all employees to receive the COVID vaccination, it is recommended that the Board not voluntarily extend EPSL and EFMLA as allowed under the American Rescue Plan Act. It is further recommended that employees with any hours remaining from the 80 hours of required paid EPSL under the Families First Coronavirus Response Act be allowed to roll that time to regular sick leave.

Submitter Recommendations/Motions: It is recommended that the Board not voluntarily extend EPSL and EFMLA as allowed under the American Rescue Plan Act and further recommended that employees with any hours remaining from the 80 hours of required paid EPSL under the Families First Coronavirus Response Act be allowed to roll that time to regular sick leave.

Attachments:
1. UNC-SOG Article: The American Rescue Plan Act

Coates' Canons Blog: The American Rescue Plan Act: Employers Who Voluntarily Extend FFCRA Leave May Be Eligible for Substantial Employment Tax Credits

By Diane Juffras

Article: https://canons.sog.unc.edu/the-american-rescue-plan-act-employers-who-voluntarily-extend-ffcra-leave-may-be-eligible-for-substantial-employment-tax-credits/

This entry was posted on March 23, 2021 and is filed under Employment, Family & Medical Leave Act, Featured Posts Related To COVID-19, General Local Government (Miscellaneous), Miscellaneous

Local government employers are now eligible for credits against the social security and Medicare tax payments that they must make, if they voluntarily extend Emergency Paid Sick Leave (EPSL) and Emergency Family and Medical Leave (EFMLA leave) through September 30, 2021. Through most of 2020, governmental employers had to make the same special wage payments for EPSL and EMFLA leave as private employers, but private employers got a tax credit for those payments and governmental employers did not. Now, the American Rescue Plan Act, signed into law on March 11, 2021, appears to allow local government employers to receive credit against FICA taxes for wages paid when employees take EPSL and EMFLA leave.

Background

EPSL and EFMLA leave were part of the federal Families First Coronavirus Response Act (FFCRA), enacted in March 2020. The EPSL Act (EPSLA) required employers to provide paid sick leave to employees who had been advised to self-isolate or self-quarantine, were seeking a diagnosis of COVID-19 symptoms, or were caring for someone under isolation or quarantine or for children whose normal caregivers are unavailable due to COVID-19. The Emergency Family and Medical Leave Expansion Act (EFMLA) provided an expansion of the job-protection benefits under the Family and Medical Leave Act (FMLA) to include time off needed to care for a child whose school or place of care had been closed due to COVID-19 and mandated that this new type of FMLA leave be paid (unlike traditional FMLA leave). A special provision of the FFCRA, Division G, provided payroll tax relief for the leave pay required under the Act. Both EPSL and EFMLA leave expired on December 31, 2020. For a discussion of the original FFCRA, see here.

As the FFCRA was expiring, a second federal act, the Consolidated Appropriations Act, was signed into law on December 27, 2020. It let the leave requirements of the FFCRA expire. But it allowed employers *to choose* to continue to be bound by the FFCRA's leave requirements through March 31, 2021. (The employer social security contribution exemption was not extended for employers continuing EPSL and EFMLA leave. It ended on December 31, 2020). Private employers who chose to continue offering FFCRA leave were eligible to claim tax credits for FFCRA leave payments through March 31, 2021, but public employers remained ineligible for tax credits. For a discussion of the Appropriations Act's FFCRA extension provisions, see here.

Now comes the third federal statute—the American Rescue Plan Act (the ARPA)—and it appears to provide that governmental employers who extend EPSL and EMFLA leave through September 30, 2021, will, at last, be eligible for the tax credits.

FFCRA Leave and Tax Credits under the American Rescue Plan Act

The ARPA does not directly amend the EPSLA or the EFMLA, nor does it amend the original Family and Medical Leave Act, into which the EFMLA has been incorporated. Instead, it amends the Internal Revenue Code (IRC). *Sections 9641, 9642 and 9643 of the ARPA amend the IRC* by adding three new sections to Chapter 21 of the IRC:

- section 3131 "Credit for paid sick leave,"
- section 3132 "Payroll credit for paid family leave," and
- section 3133 "Special rule related to tax on employers."

These sections spell out how employers may apply the wages paid for EPSL and EFMLA leave as a credit against their

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employer contributions for social security tax (OASDI) and Medicare tax (collectively, "FICA taxes" or "FICA contributions"). These ARPA sections direct the IRS to determine whether wages are qualified to be applied as credits by seeing whether they were paid in accordance with the EPSLA and the EFMLA *as these IRC sections direct the IRS to interpret them*. This has the practical effect of amending the terms of the original EPSLA and EFMLA without actually amending them or reauthorizing them. This is also what makes it voluntary for employers to continue offering EPSL and EFMLA leave. If an employer wants the tax credits, it must offer EPSL and EFMLA leave under the terms set forth in the ARPA, which are, again, slightly different than the EPSL and EFMLA leave requirements of the original FFCRA. If it doesn't comply with those terms, the employer won't be eligible for the tax credits. It will simply be offering an EPSL-like and EFMLA-like benefit to its employees. Or if it chooses, it may decide to offer no additional COVID-19 related leave benefits at all.

Are Local Government Employers Eligible for Employment Tax Credits This Time Around?

Yes, it appears that local government employers are eligible for social security and Medicare tax credits this time around, but it takes some close reading to reach that conclusion.

The original FFCRA was very clear that all public employers, including local government employers, were ineligible for the tax credits (although it allowed government employers to claim an exemption from making the employer contribution for SSDI on wages paid for FFCRA leave). Sections 7001 and 7003 of the original FFCRA expressly said that "this credit shall not apply to the Government of the United States, the government of any State or political subdivision thereof, or any agency or instrumentality of any of the foregoing."

The tax credit provisions of the ARPA are different. Both subsection (f)(5) of new IRC section 3131(tax credits for EPSL) and subsection (f)(5) of new IRC section 3132 (tax credits for EFMLA leave) read:

> CERTAIN GOVERNMENTAL EMPLOYERS.—No credit shall be allowed under this section to the Government of the United States or to any agency or instrumentality thereof. The preceding sentence shall not apply to any organization described in section 501(c)(1) and exempt from tax under section 501(a).

Neither sentence applies directly to cities and counties. They are not agencies or instrumentalities of the Government of the United States. They are political subdivisions of the state, created by the state legislature. So they are not excluded by the first sentence. Nor are they tax-exempt organizations within the meaning of IRC section 501. They are not, therefore, within the specific mention of organizations excluded by the sentence. So where are they? It appears that because cities and counties are not expressly excluded from receiving the EPSL and EFMLA leave tax credits, they may get them this time around. ***The author of this blog post, however, is an employment law faculty member, not a tax lawyer. Local governments should consult their city or county attorney, auditor or tax advisor before relying on tax credits as the basis for extending EPSL and EFMLA leave under the ARPA.***

Requirements for Voluntary EPSL under the ARPA

The FFCRA allowed ESPL to be taken for five reasons, namely when:

1. The employee was subject to a federal, state or local quarantine or isolation order related to COVID-19;
2. The employee was advised by their healthcare provider to self-quarantine because they were infected with or exposed to COVID-19 or because they were at high risk of complications from COVID-19;
3. The employee was showing symptoms of COVID-19 and was seeking but had not yet received a medical diagnosis;
4. The employee was caring for someone subject to a federal, state or local quarantine or isolation order related to COVID-19 or who was advised by their healthcare provider to self-quarantine for COVID-19 related reasons; or
5. The employee was caring for their son or daughter because the child's school or childcare facility was closed or the childcare provider was no longer available because of a COVID-19 related reason (this last reason, of course, is similar to the qualifying reason for emergency FMLA leave).

These five reasons remain the same, except that Congress has expanded reason 3. It now reads in IRC section 3132 as follows:

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3. The employee is showing symptoms of COVID-19 and is seeking but has not yet received a medical diagnosis, *the employee is seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, COVID–19 and such employee has been exposed to COVID–19 or the employee's employer has requested such test or diagnosis, or the employee is obtaining immunization related to COVID–19 or recovering from any injury, disability, illness, or condition related to such immunization.* (addition noted in italics)

In other words, EPSL reason 3 now covers not only the time during which an employee is waiting for their doctor to diagnose them with COVID-19, but also:

- the time during which an employee is waiting for the results of a COVID test because the employee was exposed to COVID-19 or because the employer has asked the employee to get tested,
- the time spent getting vaccinated against COVID-19; and
- any time when the employee cannot work due to side effects from a COVID-19 vaccination.

In addition, the ARPA makes an additional 80 hours of EPSL available to each employee beginning on April 1, 2021, regardless of whether an employee used any EPSL during calendar year 2020. This is different from the original voluntary FFCRA extension provided for under the Appropriations Act, which did not allow employees who had exhausted their 80 hours of EPSL during 2020 to take additional leave.

Under the original EPSLA, the rate of pay for those employees taking leave under reasons 1, 2 or 3 was the employee's full regular rate of pay. The maximum amount an employer was required to pay each employee in these three categories was $511 per day or $5,110 in total.

The rate for leave taken for reasons 4 and 5 was two-thirds of the employee's regular rate of pay. The maximum amount an employer was required to pay for each employee is one of these two categories was $200 per day or $2,000 in total.

Because the ARPA does not amend or reauthorize the FFCRA, but instead amends the Internal Revenue Code, it does not set out minimum or maximum amounts that an employer must pay. Instead, it sets the rules for the tax credit. It provides that the amount of wages paid for EPSL that will count toward an employer's tax credit will not exceed $511 per day for EPSL taken for reasons 1, 2 and 3 (including the new provisions in reason 3) or $200 for leave taken for EPSL reasons 4 and 5. The ARPA does not provide for a maximum amount of wages per employee that may be applied in determining the tax credit because EPSL is limited to 10 days of leave per employee.

Requirements for Voluntary EFMLA Leave under the ARPA

The ARPA makes more substantial changes to the EFMLA. **Under the ARPA, employees may take EFMLA leave for any of the same reasons for which they could take EPSL under the FFCRA**, as well as for:

- the time during which an employee is waiting for the results of a COVID test because the employee was exposed to COVID-19 or because the employer has asked the employee to get tested,
- the time spent getting vaccinated against COVID-19; and
- any time when the employee cannot work due to side effects from a COVID-19 vaccination.

These new reasons are the same as the new reasons under EPSL.

In addition, the first 10 days of EFMLA leave may no longer be unpaid leave. Those days must be paid on the same basis as other days and weeks of EFMLA leave.

Under the original FFCRA, the maximum amount an employer could be required to pay for EFMLA leave per employee was $200 per day or $10,000 in total. As with EPSL, the ARPA expresses this in terms of qualifying for the tax credit. Under the ARPA, the amount of wages paid for EFMLA leave that will count toward an employer's tax credit will not exceed $200 per employee per day or $12,000 per employee in total.

The ARPA is silent about whether employees who took a full twelve weeks of EFMLA leave under the original FFCRA are entitled to an additional twelve weeks. As noted above, employers who decide to extend EPSL through September 30, 2021, will have to allow employees who used up their original 80-hour entitlement of EPSL to take an additional 80 hours

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between April 1 and September 30. However, since EFMLA leave is, essentially, just another reason for which FMLA leave may be taken, the logical application of both the rules governing original EFMLA leave as modified by the ARPA and the rules governing traditional FMLA leads to the following conclusions:

1. Employees of employers who choose to extend EFMLA leave may take up to twelve weeks of EFMLA leave between April 1, 2021 and September 30, 2021.
2. Employees are still limited to a total of twelve weeks of FMLA leave within a 12-month period for all reasons, including EFMLA COVID-related leave, combined.
3. Employees who have already used up their FMLA allotment for the year are not entitled to EFMLA leave. If an employee's FMLA year has reset since the expiration of the FFCRA, the employee is entitled to a full twelve weeks of FMLA, including EFMLA, during the twelve months following the start of the new FMLA year.

Once an employer decides to offer EFMLA leave under the terms set forth in the ARPA, any interference with an employee's right to take EFMLA leave will forfeit the employer's right to a tax credit.

The ARPA Employment Tax Credits

For both EPSL and EFMLA leave, the ARPA authorizes "as a credit against applicable employment taxes for each calendar quarter an amount equal to 100 percent" of the qualified EPSL wages and the qualified EFMLA leave wages paid by an employer for that calendar quarter. *See* new 26 U.S.C. §§ 3131(a) and 3132(a). **For local government employers, no credit may be taken for any EPSL or EFMLA leave taken before April 1, 2021 (or after September 30, 2021).**

In addition to the tax credits for wages paid for EPSL or EFMLA leave, employers will also be able to receive credit for the portion of its qualified health plan expenses that can be allocated to wages paid for EPSL or EFMLA leave. The formula for determining that portion will be set by the Secretary of the Treasury. Employers should consult their attorneys, auditors, or other tax advisors for guidance on how much qualified health plan expense will count toward the tax credit.

What Other Alternatives Do Employers Have to Offering EPSL or EFMLA Leave?

Remember that employers are not required to extend EPSL or EFMLA leave. Indeed, employers can decide to offer no Covid-related leave benefit at all and may require employees to continue to use accrued paid sick leave, vacation leave or comp time if they need to take off for a COVID-19 related reason.

There is a public health downside to not offering any form of COVID-19 related leave, however. An employee who contracts COVID-19 or is exposed to it and has no ordinary accumulated sick or vacation leave left may feel that they have no choice but to come to work anyhow to keep being paid. The risk of this employee infecting others obviously goes up, although this may be less of a problem in workplaces where there is widespread vaccination.

Employers who wish to provide employees with incentives to be vaccinated and incentives to stay home when infected can adopt a time-limited policy of granting EPSL-like leave ("localCOVID leave") of their own design rather than choosing to be bound by the terms of EPSL and EFMLA as modified by the ARPA. The advantage of this option is that employers can add to or subtract from the reasons for taking from EPSL and EFMLA leave. For example, an employer could decide to offer local COVID leave only for employees who are infected with COVID-19 or have had direct exposure to someone infected with it (EPSL reasons 1 and 2). Or the local COVID leave could include persons needing time to get vaccinated during the workday. Or the leave might exclude caring for a family member with COVID-19 or caring for a child where the child's school or place of care is closed due to C OVID-19. The downside, of course, is that if an employer adopts a COVID-leave policy of its own design, it will not be eligible for FICA tax credits.

Extending FFCRA benefits is a decision that should be made carefully and in consultation with the employer's governing board, attorney, and tax advisors.

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Links

- www.congress.gov/bill/117th-congress/house-bill/1319/text#H1244AB78CAD747388E93B8B62ED0CD02
- www.congress.gov/116/plaws/publ127/PLAW-116publ127.pdf

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Beaufort County
Agenda Abstract

Meeting Date: April 5, 2021

Agenda Section: Item for Decision

Presenter: Carnie Hedgpeth, Emergency Services

Agenda Title: Data Usage Agreement – BCEMS and UNC Chapel Hill
MOA Beaufort County EMS and UNC Chapel Hill for Program Participation

Summary of Information: Beaufort County EMS has a unique opportunity to be 1 out of 10 EMS systems in the state to participate in a Pediatric Care Study conducted by UNC Chapel Hill. National trends for Emergency Departments and EMS agencies are leading toward an identified Pediatric Emergency Care Coordinator (PECC) for their agency. This step is solely for the purpose of improving pediatric quality of care.

Participation in this agreement and MOU would aid Beaufort County by:

1. Have frontline involvement in this new and upcoming program.
2. Have access to continuing education and reports specific to the area of pediatrics.
3. Help in setting up our own PECC by providing continual resources and training for this process.
4. Grant would provide up to $7,200 over the course of two years for Beaufort County's participation in data exchange, education, and program design.

Submitter Recommendations/Motions:

1. Approve Data Usage Agreement
2. Approve MOA Beaufort County EMS and UNC Chapel Hill for Program Participation

Attachments:
Data Usage Agreement – BCEMS and UNC Chapel Hill
MOA Beaufort County EMS and UNC Chapel Hill for Program Participation

DATA USE AGREEMENT
[Beaufort] County

This data use agreement (the "Agreement"), effective as of the February 1st, 2021 (the "Effective Date"), by and between Beaufort County EMS ("Beaufort") and The University of North Carolina at Chapel Hill on behalf of its Department of Emergency Medicine ("Recipient"), establishes the terms and conditions under which Recipient will access and use certain data described below (the "Data"). Beaufort and Recipient are sometimes referred to in this Agreement singularly as a "Party" and collectively as the "Parties."

WHEREAS, Recipient acknowledges that Beaufort is a "covered entity," as such term is defined under the Administrative Simplification regulations codified at 45 C.F.R. Parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (collectively, "HIPAA"), and as such, is required to protect the privacy of Protected Health Information, as that term is defined at 45 C.F.R. 160.103, maintained by covered entity;

WHEREAS, pursuant to 45 C.F.R. § 164.512(i), Beaufort is permitted to disclose Protected Health Information to Recipient for research purposes, where Beaufort receives documentation that an Institutional Review Board ("IRB") of competent jurisdiction, or other privacy board as defined at 45 C.F.R. § 164.512(i)(l)(i){B), has approved an alteration to or waiver of the authorization otherwise required by 45 C.F.R. § 164.508; and

WHEREAS, this Agreement is intended to meet the requirements of 45 C.F.R. § 164.512{i) and to otherwise secure adequate assurances from Recipient that Recipient will restrict use or disclosure of the Data received pursuant to this Agreement according to the terms and conditions herein;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Description of Data. Recipient may obtain from Beaufort specific clinical data from selected Beaufort EMS patients. Recipient acknowledges that Beaufort may provide Data to Recipient pursuant to a waiver of authorization granted by an IRB of competent jurisdiction or by a privacy board as defined at 45 C.F.R. § 164.512(i), in accordance with 45 C.F.R. § 164.512(i) ("Waiver").

2. Recipient's Use of Data. Except as otherwise specified herein, Beaufort grants Recipient the right to use and disclose the Data solely in fulfillment of its professional obligations for determining cause of sudden unexpected death, provided such use is consistent with the terms, conditions and purposes stated in the relevant Waiver. Recipient acknowledges and agrees that, prior to Beaufort's release of Data to Recipient, Recipient shall provide evidence of the Waiver and a copy of such Waiver shall be attached to this Agreement as Exhibit A.

3. Restrictions on Recipient's Use of Data.

3.1 Recipient agrees to comply with all applicable federal and state laws and regulations concerning the privacy and confidentiality of Protected Health Information and to use or disclose the Data exclusively for the purposes set forth in Section 2 above or as required by law. Without limiting the generality of the foregoing, Recipient agrees to use or disclose the Data solely as permitted by the Waiver.

3.2 Recipient agrees to use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including, without limitation, (i) maintaining adequate

physical controls and password protections for any server or system on which the Data may reside; (ii) ensuring that Data is not stored on any mobile device (e.g. laptop, smartphone) or transmitted electronically unless encrypted; and (iii) taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as provided in this Agreement.

3.3 Recipient will report to Beaufort any use or disclosure of the Data not provided for by this Agreement of which Recipient becomes aware. Such report shall be made to Beaufort at the address noted in Section 8 as soon as reasonably possible. Recipient will cooperate with any remediation that Beaufort reasonably determines is necessary to (i) address any applicable reporting requirements; and (ii) mitigate any effects of such unauthorized use or disclosure of the Data.

3.4 Recipient will ensure that any agents, including subcontractors, to whom it provides the Data agree to the same restrictions and conditions set forth in this Agreement.

4. License to Use Data for Research Purposes. This Agreement and the resulting transfer of Data constitute a license to Recipient to use the Data solely for the research purposes set forth in Section 2. Recipient agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Data for any products or processes for profit-making or commercial purposes.

5. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect as long as Recipient retains the Data. Either Party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other Party.

6. Notice. Notice regarding termination or other matters relating to this Agreement shall be made in writing sent to the following individuals:

If to Beaufort:
[Beaufort EMS System Representative]
[Beaufort EMS System]
[Address]
[Phone
number]

If to Recipient:
Office of Sponsored Research
University of North Carolina at Chapel Hill
104 Airport Drive, Suite 2200
CB# 1350
Chapel Hill, NC 27599-1350
Attn: Liz Powell, Assistant Director of Contracting

With a required copy to:
Jane Brice, MD, MPH
Department of Emergency Medicine Chair
170 Manning Drive
Chapel Hill, NC 27599
(919) 966-6442

7. Miscellaneous Provisions.

7.1 Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such matters.

7.2 Severability. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity of the remaining provisions.

7.3 Waiver. The waiver by any Party of any provision or breach of this Agreement shall not operate or be construed as a waiver of any other provision of subsequent breach.

7.4 Representation to Others. Recipient has no rights to use the names, trademarks or other symbols of Beaufort without prior written consent; provided, however, that Recipient may make factual statements regarding its receipt of the Data pursuant to this Agreement.

7.5 Amendments. This Agreement may be amended or modified only with mutual written consent of the Parties.

7.6 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

7.7 Change in Law. The Parties agree to negotiate in good faith to amend this Agreement to comport with changes in law that materially alter either or both Parties' obligations under this Agreement, provided however, that if the Parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may immediately terminate this Agreement.

7.8 Relationship of the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment or other joint business relationship between the Parties or any of their affiliates.

7.9 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7.10 Assignment. This Agreement is non-assignable and non-transferrable by Recipient without the prior written consent of Beaufort. Assignments made in violation of this provision are null and void. Recipient acknowledges and agrees that Beaufort retains the right to assign or delegate any of its rights or obligations hereunder to any of its affiliates or subsidiaries.

7.11 Authority. Each Party, and the person signing on its behalf, represents that it is authorized to enter into this Agreement and the Party is capable of performing its obligations under this Agreement.

7.12 Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

BEAUFORT COUNTY EMS	THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
By: _____	By: _____
Name (printed): _____	Name (printed): _____
Title: _____	Title: _____

Date: _____ Date: _____

Address: _____ Address: _____

_____ _____

Exhibit A

February 1,2021

Study Title: Pediatric Emergency Care Coordinators (Phase 1: PECC Hub, PAR Expansion, Data Collection) [IRB #19-2423]

This submission was reviewed by the Office of Human Research Ethics, which has determined that this submission does constitute human subjects research as defined under federal regulations [45 CFR 46.102 (d or f) and 21 CFR 56.102(c)(e)(l)] and does require IRB approval.

The use or disclosure of PHI is sought solely for research. Ifthe IRB requests it, the researcher will provide documentation of data use agreement between Beaufort and Recipient.

Study Description:

Background

Early research on the PECC system suggests that a dedicated pediatric role within EDs can contribute to overall pediatric "readiness" and increase the likelihood that the ED has the necessary components and equipment for quality pediatric care (Pediatric emergency care, 2015, Emergency Departments Improve, 2015). Because of this success, the IOM and the EMSC strongly recommend that EMS Systems have a dedicated PECC (Hewes et al., 2018, Remick et al., 2017, Caffrey, 2018, EMSC). The 2017 EMSC Performance Measure Assessment revealed that only 25% of NC EMS Systems currently have a PECC or have a plan to implement one (Figure 2). However, an additional 26% are interested in incorporating a PECC role in their System. It is clear that NC EMS Systems are eager for the opportunity to improve the'ir pediatric expertise and performance through this innovative role.

Implementing the PECC role as a supplement to an existing administrative role within the EMS System combats the challenge of financial and personnel sustainability. In addition, the

development of a comprehensive online support system targets the problem of limited access to educational and performance adherence reporting tools. These two elements of the proposed program are especially beneficial to small, rural EMS Systems which often encounter the challenge of communicating practice innovations at the local level. The proposed project will implement the PECC role as a low-cost alternative to a full-time pediatric expert, which would be an unaffordable personnel addition for smaller, more rural EMS Systems. The proposed PECC role will be assumed in addition to existing duties by training officers or other administrative personnel. Though the PECC role will involve all of the responsibilities outlined in the EMSC Performance Measures Implementation Manual for State Partnerships, the responsibilities of these part-time PECCs will be made easier with the implementation of the comprehensive online support system, the PECC Hub.

The PECCs will receive the support they need to act as the pediatric liaison within their EMS System through a structure of free tools, including PARs and educational courses, a communication network with their local trauma centers and hospitals, and professional support via both the research team and a network of peers. This project will begin and end with a PECC Summit in which the PECCs will have the opportunity to meet and share thoughts, opinions, successes, and failures in their role with other inaugural cohort peers. The project will also help facilitate communication between PECCs and their respective pediatric EDs and pediatric professionals through established communication and shadowing opportunities. Finally, the comprehensive online PECC Hub will bear the weight of reminders, alerts, and data tracking that was once limited to human effort.

The PECC Hub is designed with sustainability and national impact in mind. At the conclusion of the project, the Hub and all of the included courses and resources will be made available to EMS Systems nationwide. The Hub will be designed to pull data directly from Continuum with the same technology used to create PARs. Continuum data is stored through the company ESQ Solutions (ESQ), which manages data for 41% of all EMS Systems in the United States. Therefore, other Systems covered by ESQ data will be able to be seamlessly integrated into this model. Individual States could choose to adopt the Hub and PECC model easily.

Objective

This project involves three Specific Aims:

1. Expand the Performance Adherence Reports (PAR) program by developing additional PARs and online educational courses in the area of pediatric EMS care.
2. Collect pediatric performance and educational course participation data for 10 NC EMS Systems.
3. Develop and deploy an online system that will allow Pediatric Emergency Care Coordinators (PECCs) in each EMS System to view their System's pediatric performance and education data.

Methods

The proposed study will involve ten rural EMS Systems in North Carolina. Counties will participate actively for three years of the four-year project timeline, during which they will have access to free online educational courses and both individual provider and county-specific PARs. Individual providers' personal information will be anonymous to research staff, as PARs will be automatically generated via normal patient care report (PCR) documentation. Each PAR will report field performance in one state-mandated protocol in a variety of nationally-recognized key performance areas for EMS. The PECC Hub will serve as an easily accessible resource for these courses and feedback tools for designated PECC personnel.

Ifyour study protocol changes in such a way that this determination will no longer apply, you should contact the above IRB before making the changes.

MEMORANDUM OF UNDERSTANDING (MOU)
between
Beaufort EMS
and
The University of North Carolina at Chapel Hill on behalf of its
Department of Emergency Medicine ("UNC")

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the EMSC Targeted Issues Grant awarded to the UNC Department of Emergency Medicine entitled "System Readiness Improvements though the EMS Pediatric Emergency Care Coordinators (PECC) Program."

In particular, this MOU is intended to:

I) Define and delineate roles and responsibilities of each party involved in the EMSC grant, where the exchange of knowledge, data, and services will enhance EMS field education and performance, and
2) Increase communications and establish a process for data/information exchange
3) Outline communication expectations for both parties.

II. Definitions

Beaufort EMS System

EMS personnel in this MOU includes only the individual designated by the Beaufort EMS System and selected by the UNC Department of Emergency Medicine to serve as the Pediatric Emergency Care Coordinator ("PECC").

III. BACKGROUND

The UNC Department of Emergency Medicine is dedicated to providing care for emergency patients within its numerous centers and facilities. In addition to patient care, UNC also performs research in the field of emergency medicine related to patients, providers, and procedures. To succeed in the aims of this EMSC grant, UNC will develop and assess a comprehensive educational- and skills-based EMS field provider intervention across ten counties in North Carolina.

Beaufort EMS System will benefit from participating in this grant. One individual within Beaufort EMS System has been selected in collaboration with the UNC Department of Emergency Medicine to serve as the PECC. The PECC will receive intensive leadership, pediatric skills, and data utilization training through both virtual and in-person learning opportunities throughout the program period. The PECC will receive access to the PECC Hub Alert System, which will provide critical, real-time pediatric EMS data concerning Beaufort provider field performance. All EMS field providers within the county will be provided with access to free Continuing Education courses on pediatric critical illness and injury prehospital medicine. All EMS personnel in the county will be provided access to Performance Adherence

Reports (PARs) to assess their current performance in key areas related to pediatric critical illness and injury prehospital medicine. **Beaufort** EMS System will receive a monthly stipend of $300 for up to 24 months (September 2021 through August 2023) of engaged participation in the program. By working together, The Department of Emergency Medicine and **Beaufort** EMS System have the opportunity to continue to build the knowledge foundation of EMS and improve patients' care in North Carolina.

IV. University of North Carolina Department of Emergency Medicine RESPONSIBILITIES UNDER THIS MOU

The UNC Department of Emergency Medicine shall undertake the following activities:

1) Develop and deploy a minimum of twenty (20) online learning courses on pediatric critical illness and injury.
2) Develop and deploy a minimum of ten (10) PAR reports.
3) Develop and deploy PECC Hub Alert System.
4) Communicate via email, phone, and in-person meetings with PECCs.
5) Hold a minimum of two (2) in-person PECC Summit events.
6) Pay Beaufort EMS System $300 per month for responsibilities carried out under this MOU.

V. **Beaufort** PECC PERSONNEL RESPONSIBILITIES UNDER THIS MOU

Beaufort PECC personnel shall undertake the following activities:

1) Attend both in-person PECC Summit events, tentatively scheduled for Summer 2021 and Summer 2023.
2) Attend at least one (1) Emergency Department shadowing event, which will be scheduled with the help of the UNC Department of Emergency Medicine.
3) Complete required surveys, reflections, and assignments by designated dates throughout the program.
4) Respond promptly to communication from the UNC Department of Emergency Medicine.
5) Utilize the PECC Hub Alert System throughout the program period to review provider performance, assign courses to individual providers and track completion, determine pediatric training and education priorities, and hold check-in meetings with individual providers concerning their pediatric performance.
6) Encourage EMS providers to complete assigned educational courses, review PAR reports, follow project social media accounts, listen to podcasts, and engage with other resources provided by the UNC Department of Emergency Medicine.

VI. **Beaufort** EMS SYSTEM RESPONSIBILITIES UNDER THIS MOU

Beaufort EMS System shall undertake the following activities:

1) Sincerely support the designated PECC in their engagement with program activities by paying PECCs for time spent on project activities, encouraging providers to listen to and engage with the PECC concerning their pediatric performance, and providing the PECC with decision-making capacity concerning pediatric performance and education within **Beaufort** EMS System.
2) Provide data to the UNC Department of Emergency Medicine as outlined in the Business Associate Agreement on a monthly basis during the project period and work with UNC and North Carolina Office of Emergency Medical Services (NC OEMS) to troubleshoot data migration.
3) Manage monthly stipend by spending it in the designated ways that support the PECC in their program activities and strengthen the pediatric skills, education, and performance of the EMS System.

VIL. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1) Both parties will communicate on a regular, ongoing basis to ensure all aspects of the project are deployed in a timely fashion.
2) Both parties must maintain an open line of communication, ensuring that any and all issues potentially affecting the launching of any aspect of the project are discussed in advance of deadlines.
3) At any time, with thirty (30) days' notice, the entire Beaufort EMS System may choose to withdraw from the project. Withdrawal from the project will result in the loss of the monthly stipend and access to educational courses, online training and data tools, and attendance at in-person events.
4) At any time, with thirty (30) days' notice, the designated PECC for Beaufort EMS System may choose to withdraw from the project. If Beaufort EMS System wishes to continue with the project, they will work with the UNC team to designate a new PECC to fill the role within thirty (30) days of the previous PECC's departure.

VIII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective from April 1, 2021 through September 30, 2023. Parties indicate agreement with this MOU by their signatures. Signatures and dates:

University of North Carolina at Chapel Hill

Emily Linz on behalf of Terry Magnuson, PhD, Vice Chancellor for Research	Jane Brice, MD, MPH Primary Investigator
Date	Date

Beaufort EMS System

Jennifer Powell Pediatric Emergency Care Coordinator	Jeffrey Hibbard Beaufort EMS Chief
Date	Date

Beaufort County
Agenda Abstract

Meeting Date:

Agenda Section: Item for Decision

Presenter: Carnie Hedgepeth, Director, Emergency Services

Agenda Title: Possible Benefit for Homeowners on Fire Insurance Coverage – Automatic Aid for Station Locations

Summary of Information: Each fire department in North Carolina is surveyed by the NC Rating Response System and assigned a fire district rating. This response rating is used to assign homeowners fire insurance premiums. The rating is between 1 – 10 with 1 being the best rating and 10 being classified as non-protected. Each fire departments rating is applied to homeowners in their fire district within 5 road miles from the fire station. In addition, homes between 5 miles and 6 miles receive a class 9 rating. Any homes greater than 6 miles from a fire station receive a class 10 rating.

With a new change in policy from NC State Fire Marshal entitled "Automatic Aid for Station Location", homeowners within 5 miles of any fire station may receive the best rating between all departments within this proximity. This could be a substantial savings in insurance policy premiums for those homeowners who qualify.

Beaufort County's requirements for participation in this program are detailed in the attachment. In addition, a sample of new contract for each district is attached.

Submitter Recommendations/Motions: Staff recommends approving Beaufort County Emergency Services to move forward with mutual aid contracts specific to each district and apply for participation in the Automatic Aid for Station Location program.

Attachments:
Automatic Aid for Station Location Letter

OSFM
NC DEPARTMENT OF INSURANCE

MIKE CAUSEY
INSURANCE COMMISSIONER & STATE FIRE MARSHAL

BRIAN TAYLOR, CHIEF STATE FIRE MARSHAL

To: Fire Marshals / Fire Chiefs

From: Brian Taylor, Chief State Fire Marshal

Date: June 25, 2020

Automatic Aid for Station Location

To help your property owners lower their homeowner's insurance rates, you may be eligible to participate in a new process that will not change your fire district lines.

If the primary fire response district has an area **over** 5 road miles, from any of your fire stations, but the neighboring fire district has a fire station within 5 road miles of that same area, then the automatic aid for station location may be used. By using the automatic aid to these areas, the property owners will then be able to receive the primary fire districts five-mile district rating. For districts to utilize this automatic aid for station location credit, the following steps must be followed:

1. The Department providing the automatic aid must be willing to sign a contractual agreement stating they will respond with at least one (1) engine 24 hours/7 days a week for the 365 days in the year to all reported structure fires - provided they have the equipment, in service, to respond.

2. A legal contract or agreement between the two Departments over and above the automatic aid agreements that are currently in place must be executed. This new agreement or contract will ensure that the responding Department is sending an engine to the call in the specific 5-mile area.

3. The County or the Departments must provide a map indicating the area in which automatic aid will be provided.

4. The County or Department must provide proof, by dispatch protocols or actual response reports, to show that the Automatic Aid Department is being dispatched on the first initial alarm with no delays.

5. The County or the Departments must provide copies of the contract or agreement, signed and dated by the governing body representative (Board President, Mayor or City Manager etc.).

6. The County or the Department must submit all the above information to the Rating Division within the NC Department of Insurance/OSFM, once completed. After receipt, we will update the Public Protection Classification for that area. Once the information is approved by OSFM, rating changes will be published within 90 to 120 days to the insurance companies.

AUTOMATIC AID FOR STATION LOCATION

"To help property owners lower their homeowner's insurance rate" as outlined in the attached letter from Brian Taylor, Chief State Fire Marshal on June 25, 2020

This Contract is between Bunyan Fire Department and Bath Fire Department

This agreement will cover the areas outlined on the attached map.

This agreement is for areas exceeding 5 road miles from Bath FD and within 5 road miles of Bunyan Fire Department.

The Bunyan Fire Department agrees to respond automatic aid with "at least (1) engine 24 hours/7 days a week for 365 days in the year to all reported structure fires – provided they have the equipment, in service, to respond." This agreement shall supersede agreements currently in place.

Attached is the agreement that Beaufort County Communications will dispatch the Bunyan Fire Department to noted locations upon the report of a structure fire in attached mapped locations. Communications is providing the attached protocol showing that Automatic Aid is being "dispatched on the first initial alarm with no delays."

_____ Date_____
Bunyan Fire Department Board President

_____ Date_____
Bath Fire Department Board President

_____ Date_____
Beaufort County Representative

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Wyn Kinion, Tax Collector

Agenda Title: Foreclosure Legal Services Contract Approval

Summary of Information: The Beaufort County Tax Office currently contracts with Zacchaeus Legal Services to provide tax foreclosure services for the County. The current contract is due for renewal. RFP's were sent out to multiple firms, posted on-line and advertised. Only one proposal was received from Zacchaeus Legal Services. This contract would be for 2 years, at which time the Board can chose to extend the contract or send out another RFP.

Submitter Recommendations/Motions: Accept this Bid for Foreclosure Legal Services with Zacchaeus Legal Services.

Attachments:
1. .

ZACCHAEUS LEGAL SERVICES

PROPOSAL FOR LEGAL SERVICES
FOR
BEAUFORT COUNTY

ZACCHAEUS LEGAL SERVICES
(hereinafter the "Firm")
STATEMENT OF QUALIFICATIONS FOR
LEGAL SERVICES
COUNTY OF BEAUFORT

1. Letter of Transmittal -The letter of transmittal is attached hereto, but for convenience, the Firm's contact information is also set forth below:

Zacchaeus Legal Services
Mark D. Bardill, President
P.O. Box 25
310 West Jones Street
Trenton, NC 28585
mark@zls-nc.com
(252) 448-4541, Extension 200
Facsimile: (252) 448-1962

2. Statement of Understanding of Requirements - The Firm will initiate, conduct, settle and close judicial or "Mortgage Style" tax foreclosures pursuant to NCGS § 105-374, during the term of the agreement contemplated by this proposal, all pursuant to the specifications and requirements set forth in that certain Request for Proposals for Legal Foreclosure Services for Beaufort County released on February 23, 2021 and due on or before March 10, 2021, without condition but subject to the qualifications, concerns and suggestions outlined herein.

3. Background and History

   Brief History - Zacchaeus Legal Services is the registered trade name for Mark D. Bardill, P.C. and is the leader in providing tax foreclosure services for local government in North Carolina. Formed in 2003, the firm currently serves the 27 counties of Dare, Tyrrell, Washington, Chowan, Gates, Hertford, Beaufort, Pamlico, Jones, Lenoir, Wilson, Craven, Onslow, Warren, Chatham, Lee, Scotland, Guilford, Forsyth, Yadkin, Iredell, Cabarrus, Richmond, Catawba, Moore, Perquimans, Northampton, and the 12 towns of Jonesville, Yadkinville, Plymouth, Columbia, Rose Hill, Wallace, Maxton, Farmville, Hoffman, Dobbins Heights, Pembroke and the City of Lumberton.

   Its principal, Mark D. Bardill, has served local government as a Special Tax Attorney for more than 35 years. During this period, Mr. Bardill has collected the delinquent taxes on thousands of parcels. Mr. Bardill was instrumental in developing the foreclosure program as a method of tax collection for each unit of local government he has served. His efforts in getting these foreclosure programs off the ground to full and complete implementation have resulted in greatly reduced delinquency rates. Some of the tax offices he has helped now allow less than 1 year of delinquent taxes before foreclosure proceedings are started.

Mr. Bardill is a native of and resides in Richlands, North Carolina. He is a member of Richlands United Methodist Church and is past President of the Richlands Rotary Club and the Richlands Chamber of Commerce and a former Trustee of his church. He and his wife, Suzette, have two sons, Ben and Gus. Ben is an associate attorney at the firm, and Gus is currently in his first year of law school at Campbell Law.

The resume of Mark D. Bardill, sole shareholder of Mark D. Bardill, LLC t/a Zacchaeus Legal Services (hereafter "ZLS") is attached as Exhibit A.

4. Key Personnel
    1. Mark D. Bardill, Principal Attorney, Leads the Legal Group
    2. Mark B. Bardill, Associate Attorney
    3. Mitzi R. Bland, Operations Manager
    4. Shelly Carraway, Leads the Audit Group
    5. Emily Green, Leads the Title Search Group
    6. Lisa Becker and Jennefer Stallings, Lead the Document Processing Group
    7. Rosasha Fordham, Leads the Certified Mail Group
    8. Melanie Galloway, Leads the SkipTrace Group
    9. Hope McCoy, Leads the Court & Sales Group
    10. Jacob Dudding, Leads the Business Office Group

5. Education, Training, Certifications, and License Numbers of Team Members
    1. Mark D. Bardill obtained his B.A. and J.D. degrees from the University of North Carolina at Chapel Hill and was licensed to practice law in 1985 (Lic. # 12852). During a period of more than 30 years, Mr. Bardill has collected millions of dollars of delinquent taxes on thousands of parcels. As president of Zacchaeus Legal Services, his responsibilities include meeting with tax office employees and government officials. He serves as the attorney of record in each suit, including appearances in court and as the commissioner in all foreclosure sales and as Leads the Legal Group.
    2. Mark Benning "Ben" Bardill is an associate with the firm, having graduated from Hampden-Sydney College in 2016 and Campbell University School of Law in 2020, (Lic. #56782). Ben's responsibilities include meeting with tax office employees and government officials. He serves as one of the attorneys of record in each suit, including appearances in court.
    3. Mitzi R. Bland has nearly 23 years of tax foreclosure experience, all as Mr. Bardill's assistant. She is a North Carolina Certified Paralegal (Lic. # CP02376). As Operations Manager, she is the primary contact for assistant and deputy tax collectors. Mitzi is responsible for the day-to-day operation of the firm.
    4. Shelly D. Caraway leads the Auditing Group. She has over 10 years of experience working as a court and sales paralegal and document processor at the firm. Shelly handles the auditing of all complaints, summonses, motions for determination of attorney's fees and costs, service by publication documents, motions for appointment of guardians *ad litem* and attorneys under the SCRA, motions for judgements to sell, notices of sale, and sale documents.
    5. Emily W. Green leads the Title Search Group and has been with the Firm for nearly 8 years. She is also part of our Auditing Group.

6. Megan K. Mercer has over 3 years of experience working with the firm as a title searcher in our Title Search Group. She has a B.A. degree in Marketing and Supply Chain Management from East Carolina University.
7. Jessica Dimattia has been working as a title searcher in our Title Search Group since September 2019. She became a North Carolina Certified Paralegal in December of 2020 (Lic. #CP08273).
8. Lisa C. Becker has over 30 years of experience, including 18 in tax foreclosure work. She is a certified paralegal and is a document processor and settlement representative in our Document Processing Group.
9. Jennefer D. Stallings has been with our firm for 5 years as a document processor and settlement representative in our Document Processing Group.
10. Jadiyah Cannon has been with our Document Processing Group since March 2020. She handles return mail, voluntary dismissals, and assists the Document Processing Group in procuring service.
11. Charles "Chuck" Guard has been with our Document Processing Group since February 2021. Chuck handles filing voluntary dismissals, processing paid in full parcels, copying advertising affidavits, and assists the Document Processing Group.
12. Rosasha C. Fordham has 4 years of experience as a document processor and settlement representative and Leads the Certified Mail Group. Her work is concentrated in service by certified mail.
13. Braelyn Daniels has been with our Certified Mail Group since October 2020. She handles certified mail, prepares complaints for filing with the Clerk, and processes payoffs.
14. Melanie C. Galloway has 5 years of experience in real estate transactions and 15 years in tax foreclosure work under Mr. Bardill. She is a North Carolina Certified Paralegal (Lic. # CP02515). Melanie leads the SkipTrace Group, and her work is concentrated in the area of service by publication, including preparation of service audits. She also assists our Title Search Group in researching and creating family trees in connection with our most difficult cases. She is also part of our Auditing Group.
15. Itccel Jaramillo has been working in our SkipTrace Group since September 2019. She locates addresses, finds heirs, aids in the amending of complaints, requests estates, and assists our Document Processing Group in locating individuals and other entities.
16. Hope R. McCoy leads the Court and Sales Group and has been at ZLS since March 2020. She is responsible for scheduling court hearings, preparing court documents, and managing the attorneys' court schedule.
17. Laura Brookshire has been with our firm since February 2021. She is responsible for preparing judgments, and helping prepare sales. Laura is a member of our Court and Sales Group.
18. Jake Dudding has been with our Business Office Group since October 2019. Jake handles processing funds received from the clients, reconciling accounts, processing upset bids, and processing money from the high bidders of our sales.

6. Firm Resources - 100% of the Firm's resources are dedicated to tax foreclosure work, including but not limited to:
    1. 2 full-time attorneys and 16 full-time support staff members, all specifically trained in tax foreclosure work,
    2. Fully equipped facility, including state of the art law office management software,
    3. Adequate reserves on-hand for equipment, training, facility improvements, promotion, lobbying, defensive litigation and in the event of disability of the principal, for the continued operations of the Firm, and
    4. 39 other local governments as clients, which provide support in problem solving for unique cases.

7. Summary of Qualifications - Zacchaeus Legal Services is the most qualified firm to perform the work associated with this solicitation because the Firm:
    1. Is the leader in North Carolina in providing tax foreclosure services for local government,
    2. Is the only North Carolina firm dedicated to performing only one task - collecting property taxes through the tax foreclosure process - No other firm in North Carolina solely provides these services,
    3. Has more experience than any other firm in delivering tax foreclosure services, with more than 30 years' experience, representing the 27 counties of Dare, Tyrrell, Washington, Chowan, Gates, Hertford, Beaufort, Pamlico, Jones, Lenoir, Wilson, Craven, Onslow, Warren, Chatham, Lee, Scotland, Guilford, Forsyth, Yadkin, Iredell, Cabarrus, Richmond, Catawba, Moore, Perquimans, Northampton, and the 12 towns of Jonesville, Yadkinville, Plymouth, Columbia, Rose Hill, Wallace, Maxton, Farmville, Hoffman, Dobbins Heights, Pembroke and the City of Lumberton,
    4. Has no other clients in Beaufort County thereby avoiding delays in processing your accounts due to conflicts of interest,
    5. Is adequately equipped with computer software and hardware used for the sole function of supporting a tax foreclosure practice, and
    6. Has experience in dealing with state and federal government, which is important as certain state liens are superior to property tax liens and when certain federal liens are involved in those cases, the complicated issue of circular priority must be dealt with through negotiation.

8. Conflicts of Interest - Nothing in the history of the firm would create any conflict in representing Beaufort in its tax foreclosure program.

9. Approach and Method to Develop and Deliver Services - If awarded the contract, the Firm will:
    1. Conduct one or more re-orientation sessions for Tax Office staff and officials of County Administration (i.e. Finance, County Manager's Office and County Commissioners). These orientation sessions will provide the information necessary for Tax Office staff and County Administration to:
        1. Understand the process and challenges involved in conducting a comprehensive tax foreclosure program,
        2. Monitor lines of communication between the Tax Office and the Firm,

3. Review the method of invoicing between the Firm and the County, and
4. Review the reporting formats used for the program.

2. Be available to the Tax Office on a daily basis regarding any concerns it may have about the program, and
3. Be available to meet with the Tax Office on a bi-monthly basis, or more often if required, to address progress with court work and sales and any other concerns the Tax Office may have as to the program, including but not limited to the important issues of timely filing of cases and settlement of cases.

10. Policies, Procedures and Plans Regarding Quality Assurance
    1. As to each file:
        1. Supervisory review of each file at critical stages of the tax foreclosure proceeding including but not limited to:
            1. the title search
            2. complaint preparation
            3. service
            4. settlement
            5. service by publication
            6. judgment
            7. sale
        2. Audit of file prior to judgment as to:
            1. title
            2. service (multiple audits)
            3. description
    2. As to staff development:
        1. Minimum of 12 hours of continuing legal education per year for attorney,
        2. Minimum of 6 hours of continuing paralegal education per year for paralegals,
        3. Minimum of 3 regional tax association meetings per year for all permanent processing staff,
        4. Monthly staff meetings which cover, among other things, past and current problem areas in tax foreclosure work and the progress of each of our tax foreclosure programs,
        5. Attendance at statewide tax collector conferences in order to stay up to date on tax collection issues, and
        6. Staff development through personal exercise programs and team-building experiences.
    3. As to Firm/Client communication:
        1. Almost daily communication with County to keep abreast of tax office concerns, and
        2. Reporting to County, every other month (or more frequently, if required) after court as to court results and any cases of concern.

11. Similar Work Experience - See Paragraph 12 below.

12. Relevant Clients During Past 3 Years - The Firm's practice is limited to representing units of local government in tax foreclosure matters. Our clients include:
    1. Beaufort County – Wyn Kinion, Tax Collector, (252) 946-2922
    2. Craven County - Ronald V. Antry, Tax Administrator, (252) 636-6604
    3. Jones County – Rachel Shaver, Tax Administrator, (252) 448-2546
    4. Lenoir County - Darrell Parrish, Tax Administrator, (252) 527-7174, Extension 233
    5. Onslow County - Harry Smith, Tax Administrator, (910) 989-2202
    6. Wilson County – Witt Putney, Tax Administrator, (252) 399-2915
    7. Warren County – John Preston, Tax Administrator, (252) 257-4158
    8. Chatham County - Jenny Williams, Tax Administrator, (919) 542-8261
    9. Washington County - Sherri Wilkins, Tax Administrator, (252) 793-1176
    10. Town of Plymouth – Watisha Arnold, Finance Office, (252) 793-9101
    11. Forsyth County – John Burgiss, Tax Administrator, (336) 703-2290
    12. Chowan County - Melissa Radke, Tax Administrator, (252) 482-8486, Extension 837
    13. Lee County - Michael D. Brown, Tax Administrator, (919) 718-4662
    14. Catawba County - Brad Fowler, Tax Administrator, (828) 465-8408
    15. Guilford County - Ben Chavis, Tax Director, (336) 641-4814
    16. Pamlico County – Leslie Young, Tax Administrator, (252) 745-4125
    17. Hertford County - Tammy Eason, Tax Collector, (252) 358-7810
    18. Cabarrus County - David Thrift, Tax Administrator, (704) 920-2171
    19. Town of Jonesville - Wendy Thompson, Finance Director/Town Clerk, (336) 835-3426
    20. Scotland County – James Brown, Tax Administrator, (910) 277-2566
    21. Tyrrell County - Sylvia Brickhouse, Tax Administrator, (252) 796-2674
    22. Town of Wallace – Chris Martin, Tax Collector, (910) 285-4136
    23. Town of Columbia - Ellen Bell, Finance Officer, (252) 796-2781
    24. Yadkin County – Clayton Campbell, Tax Administrator, (336) 849-7903
    25. Iredell County - Bill Furches, Tax Administrator, (704) 878-3021
    26. Gates County – Chris Hill, Tax Administrator (252) 357-1360
    27. Dare County - Becky Huff, Tax Collector, (252) 475-5954
    28. Richmond County - Vagas Jackson, Tax Administrator, (910) 997-8272
    29. Northampton County – Daniela Byer, Tax Assistant (252) 534-4461
    30. Moore County – Gary Briggs, Tax Administrator (910) 947-4102
    31. Perquimans County – Bill Jennings, Tax Administrator (252) 426-7010
    32. Town of Dobbins Heights - Reba Dile, Tax Collector, (910) 582-6002
    33. Town of Hoffman - Maggie Bethea, Town Clerk/Finance Officer, (910) 281-3606
    34. Town of Farmville - David Hodgkins, Town Manager, (252) 753-6700
    35. Town of Rose Hill - Vickie Dixon, Deputy Tax Collector, (910) 289-3159
    36. Yadkinville – Alex Myrick , Tax Collector (336) 679-8732
    37. Town of Maxton - Angela Pitchford, Tax Collector, (910) 844-5231
    38. City of Lumberton - Sharon Oxendine, Tax Collector, (910) 671-4140
    39. Town of Pembroke – JoAnn Strickland, Tax Administrator (910) 521-7958

13. Flexibility to Respond to Immediate Needs - With 100% of the Firm's resources dedicated to tax foreclosure matters, the Firm is very flexible to respond to immediate needs. 16 staff members and 2 attorneys are available full-time to assist with issues as they arise. Attorney is available for emergency contact via iPhone afterhours or while away from the office. In over 35 years, the Firm has never had a situation arise where staff or attorney were not able to respond appropriately to an immediate need.

14. Specific Attorney - Mark D. Bardill and Mark B. Bardill will be the specific attorneys for the responsibilities detailed in this proposal.

15. References
    1. Forsyth County – John Burgiss (336) 703-2290
    2. Washington County – Sherri Wilkins (252) 793-1176
    3. Richmond County – Vagas Jackson (910) 997-8279

16. Level of Technology Used - ZLS uses the following technology:
    1. 18 workstations for word processing, accounting, communication, and internet research that are networked by a local and cloud server, with remote capability from anywhere with internet signal by workstation or laptop,
    2. Automated digital telephone attendant with dedicated telephone system server, with the capability of a separate cue to attend to Beaufort County taxpayers,
    3. E-mail and voicemail for all staff members and attorneys,
    4. Digital scanners and copiers, and
    5. Firm website, which averages 3,500 unique visitors per month, with on-site webmaster to update the site on an as-needed basis including, but not limited to, the *Property for Sale* page, which provides a listing of properties currently for sale (posted for at least 20 days prior to the sale date) through the various tax foreclosure programs the Firm administers.

17. Proposed Fee Schedule

<u>Per Parcel Fee</u>

- Sole representation
    - $1,000 per parcel for sole representation of County for all parcels lying outside of the corporate limits of the municipal governments for which the County has an interlocal agreement to collect taxes and against which the Attorney has filed suit

- Joint representation
    - $1,200 per parcel for joint representation of County and the municipal governments for which the County has an interlocal agreement for all parcels lying inside of the corporate limits of the municipal governments and against which the Attorney has filed suit

- Recall fee (not involving Impossible/Impractical parcels):
  - If recalled before filing the foreclosure action
    - $350 per parcel
  - If recalled after filing the foreclosure action
    - As provided above for the applicable manner of representation, sole or joint, or the estimated fee agreed upon by the County after the Preliminary Abstract analysis

- Failure to Notify fee
  - As provided above for the applicable manner of representation, sole or joint, or the estimated fee agreed upon by the County after the Preliminary Abstract analysis

- Parcels subject to Preliminary Abstract analysis:
  - For those parcels for which the County decides to proceed with foreclosure, the estimated fee quoted on the Preliminary Abstract
  - For those parcels for which the County decides to forego foreclosure, $1,000

- Failure to Notify fee
  - As provided for the applicable manner of representation, sole or joint, or the estimated fee agreed upon by the County after the Preliminary Abstract analysis

Training and Orientation Fees

- As requested by County for re-orientation of Tax Office staff and Management during the term of the agreement – No charge

Reporting and Consultation Fees

- "On-demand" status reports updated in "real time" – No charge
- Post court reports, usually emailed to the Tax Collection Supervisor and Tax Administrator on the day of court – No charge
- As needed telephone consultation with staff or attorneys – No charge

18. Ability to Provide Necessary Services and Remain Within the Budgeted Number of Hours - ZLS provides its services according to a low standard flat fee, which is due and payable in the overwhelming majority of the cases when "money is on the table." This means that there will be no set number of hours to complete a task, no hourly bill and that ZLS invoices will be paid after an interested party pays the account in full, including the amount of the fees and costs incurred, or when someone purchases the parcel at our auction, in which case our fees and costs will be included in the opening bid, and therefore be part of the purchase price.

19. Describe Your Firm's Billing Practices
    1. The Tax Office and ZLS communicate each time an additional cost is incurred as to a parcel. Consequently, the Tax Office is always up to date on the amount of fees and

costs that are due as to any parcel. In this way, the Tax Office can provide a total figure of all taxes, fees and costs due and provide this amount to anyone who inquires and accept payments over its counter.

2. When an account is paid in full, the Tax Office requisitions from the Finance Department the amount necessary to pay the fees and costs from the amount paid over the Tax Office's counter by the taxpayer to pay the account in full. The Finance Department then disburses this amount to ZLS in the form of a check on its next regular disbursement date.

20. Limits on Firm Malpractice Insurance - ZLS is insured through Lawyers Mutual Liability Insurance Company of North Carolina and possesses a policy limit of $500,000 per claim and $1,000,000 in the aggregate. ZLS also has ransomware insurance from Corvus, with a policy limit of $500,000, which was also procured from Lawyers Mutual Liability Insurance Company of North Carolina.

21. Judgments for Malpractice Liability - ZLS has never been subject to a judgment for malpractice liability.

22. Involvement in Bankruptcy or Reorganization Proceedings - Apart from representing Beaufort County in their tax foreclosure needs where a defendant taxpayer happened to declare bankruptcy, ZLS has not been involved in any bankruptcy or reorganization proceedings.

Exhibit "A"

Mark D. Bardill
P.O. Box 25
310 West Jones Street
Trenton, NC 28585

EMPLOYMENT

President, Mark D. Bardill, P.C., trading as Zacchaeus Legal Services, Trenton, North Carolina May 2003 - Present. Legal Counsel to firm which limits its practice to tax foreclosure work for units of local government, currently representing the 27 counties of Dare, Tyrrell, Washington, Chowan, Gates, Hertford, Beaufort, Pamlico, Jones, Lenoir, Wilson, Craven, Onslow, Warren, Chatham, Lee, Scotland, Guilford, Forsyth, Yadkin, Iredell, Cabarrus, Richmond, Catawba, Northampton, Moore and Perquimans Counties and the 12 towns of Jonesville, East Bend, Yadkinville, Boonville, Wallace, Maxton, Farmville, Dobbins Heights, Plymouth, Columbia, Rose Hill, Pembroke and the City of Lumberton.

Of Counsel, Tisdale, McConnell & Bardill, Jacksonville, North Carolina January, 2005 - December, 2006. Assisted the firm which acquired the practice of Mark D. Bardill-Attorney at Law, in the retention of clients and continuation of the practice.

Attorney, Mark D. Bardill-Attorney at Law, Richlands, North Carolina June, 1986 – December, 2004. Served as the community's sole full-time local law firm with a practice concentrated in municipal law, real estate, probate and closely-held corporate matters. Town Attorney for Town of Richlands, July, 1986 - December, 1991.

Associate Attorney, Merritt & Associates, Jacksonville, North Carolina, August, 1985 - May, 1986. Represented firm's real estate and closely-held corporate clients, presented trials and hearings in civil and criminal litigation cases.

EDUCATION

Legal

University of North Carolina School of Law
Chapel Hill, North Carolina
Graduated May, 1985

Member, Holderness Moot Court Bench; Finalist, Client Counseling Competition; Coach, UNC National Client Counseling Team; Volunteer, Carolina Bays Acquisition Project, North Carolina Nature Conservancy

College

University of North Carolina
Chapel Hill, North Carolina
B.A. Geography received May, 1981

Mark Braswell Scholar; Dean's List; Phi Eta Sigma

CIVIC

President, Richlands Chamber of Commerce - 1988-89; President, Richlands Rotary Club, 2002-2003; President, Onslow County Bar Association - 2003-2004; Trustee, Richlands United Methodist Church - 2004 – 2010

Invoicing Guide
Zacchaeus Legal Services
Fee Schedule for Beaufort County[1]

Per Parcel Fee

- Sole representation (Optional)
  - $1,000 per parcel for sole representation of County for all parcels lying outside of the corporate limits of the municipal governments for which the County has an interlocal agreement to collect taxes and against which the Attorney has filed suit

- Joint representation with Towns and the City
  - $1,200 per parcel for joint representation of County and Town or City for all parcels lying inside of the corporate limits of the municipal governments

- Recall fee (not involving Impossible/Impractical parcels):
  - If recalled before filing the foreclosure action
    - $350 per parcel
  - If recalled after filing the foreclosure action
    - As provided above for the applicable manner of representation, sole or joint, or the estimated fee agreed upon by the County after the Preliminary Abstract analysis

- Failure to Notify fee
  - As provided above for the applicable manner of representation, sole or joint, or the estimated fee agreed upon by the County after the Preliminary Abstract analysis

- Parcels subject to Preliminary Abstract analysis:
  - For those parcels for which the County decides to proceed with foreclosure, the estimated fee quoted on the Preliminary Abstract
  - For those parcels for which the County decides to forego foreclosure, $1,000

- Failure to Notify fee
  - As provided for the applicable manner of representation, sole or joint, or the estimated fee agreed upon by the County after the Preliminary Abstract analysis

[1] All per parcel fees are "plus costs, expenses and the like" as set out in Paragraph 12.

Upset Bid Processing Fees (Optional)

- $150.00 per upset bid filed in the Clerk's Office in all foreclosure sales and resales until such time as the bidding reaches the amount of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property

Demand Letter Fees

- $10.00[1] per parcel for demand letters in connection with targeted accounts

Training and Orientation Fees

- As requested by County as to topic and media, including 20 hours of attorney and staff creative time and 8 hours of attorney and staff creative presentation time for the term of the agreement. Creative and presentation time may be allotted to one or more presentations during the term of the agreement.

Reporting and Consultation Fees

- "On-demand" status reports updated in "real time" – No charge
- Post court reports, usually emailed to the Tax Collection Supervisor and Tax Administrator on the day of court – No charge
- Quarterly luncheon meeting with Tax Office staff after court/sales appearances for program review, including review of settlements, problem cases, impossible/impractical parcels – No charge
- As needed telephone consultation with staff or attorney – No charge

TAX FORECLOSURE ATTORNEY AGREEMENT

This agreement, made and entered into this the _____ day of _____, 2021, by and between Beaufort County, hereinafter referred to as County, and Mark D. Bardill, P.C., a North Carolina professional corporation, trading as Zacchaeus Legal Services, hereinafter referred to as Attorney, shall be for the legal services to be provided for foreclosure actions on delinquent real property taxes due to the County, and to this end, the parties hereto make the following recitals:

W I T N E S S E T H:

WHEREAS, Attorney has in excess of thirty years of experience serving as Special Tax Attorney for the Counties of Onslow, Jones, Craven, Lenoir, Beaufort, Wilson, Warren, Chatham, Lee, Cabarrus, Scotland, Tyrrell, Forsyth, Iredell, Yadkin, Gates, Dare, Richmond, Washington, Catawba, Chowan, Guilford, Hertford, Pamlico, Northampton, Moore and Perquimans and the Towns of Jonesville, Wallace, Columbia, Rose Hill, Yadkinville, Dobbins Heights, Plymouth, Hoffman, Farmville, Maxton, Roper, Pembroke and the City of Lumberton; and

WHEREAS, Attorney has served as County's Special Tax Attorney more than seventeen years, collecting millions of dollars of delinquent revenue, revenue that could otherwise be realized only by an increase in the tax rate or valuation; and

WHEREAS, tax foreclosure is a certain and special area of practice and any attorney who serves as a Special Tax Attorney must provide specially trained staff, must advance thousands of dollars in costs and must dedicate other resources in order to successfully complete the foreclosure assignments made to it; and

WHEREAS, to support these specially trained staff, advanced costs and other dedicated resources, Attorney needs to extend the contract with County to serve as its special tax attorney for a term of two (2) years;

NOW, THEREFORE, for good and valuable consideration, and upon the agreements, conditions, and covenants found herein, the parties hereto agree as follows:

1. The Attorney shall initiate foreclosure actions for all parcels with delinquent taxes to be assigned in batches made on or before the 1st day of every May, August, November and February during the term of this agreement, or in more frequent intervals, upon mutual agreement of the parties hereto.

The County shall pay the Attorney a fixed fee of ten and 00/100 dollars ($10.00) per parcel for demand letters issued on Attorney's regular and customary stationary, plus postage, to be printed and automatically signed by digital means, mailed or delivered in bulk to Attorney's office in Trenton, North Carolina, all at the expense of the County, and thereafter posted by Attorney from the Trenton, North Carolina Post Office. County and Attorney acknowledge and agree that the cost for these letters is below market value and that Attorney is providing this

service to allow the County to use the Attorney's name and reputation to collect delinquent revenue. Such demand letters shall recite that the account associated with the subject parcels must be paid within thirty (30) days of the date shown on the letter, and if not paid, that the parcel will be subject to foreclosure. Parcels as to which demand letters have been issued are deemed to qualify for the foreclosure program and if there are any delinquent taxes remaining due and owning after the thirty (30) day period described above, Attorney is authorized to move forward with foreclosure, and if the County desires to recall any such parcel from an assignment, the provisions regarding recall fees as set forth in Paragraph 11 below shall pertain.

2. The Tax Collector shall provide to the Attorney the name of the delinquent taxpayer, the most recent address on file, the total delinquent taxes, including interest and penalties by year and a map of the parcel with its identification number. This information shall be in the form of a computer printout and GIS Map, with other information provided as available.

3. All related work and filing of foreclosure actions shall take place within one hundred eighty (180) calendar days from the date that the Tax Collector transmits the initial information outlined in Paragraph 2 above and the request for foreclosure to the Attorney; however, if for some reason, the foreclosure action is not filed within one hundred eighty (180) calendar days from the date of transmittal, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been filed. If a Taxpayer tenders payment in full prior to the filing of the complaint, the Tax Collector must accept payment and no attorney fees are due from the Taxpayer. Provided, however, should the Tax Office fail to inform the Attorney that a parcel has been paid in full while Attorney continues to work on preparing the case for filing, then in that event the Tax Office shall pay Attorney the standard per parcel fee as set forth in Paragraph 6 (as reduced by Paragraph 9 and/or increased by Paragraph 10.ii, if applicable) and all incurred expenses, copy charges, and the like even though the case has not been filed.

To ensure that all unfiled cases are moving through the foreclosure process as expeditiously as possible, Attorney shall initiate the following protocol:

i. For those parcels in the assignment that are not immediately "doable" as defined by the ability to file suit against a parcel within 90 days of assignment, the Attorney shall email a spreadsheet of a list of those parcels to the County, for information purposes only, setting forth that some of those parcels may be "impossible/impractical" to foreclose upon (the "tentative impossible/impractical" or "tentative" list).

ii. From day 91 through day 120 after the assignment is made, the Attorney will seek to remove as many parcels as possible from the tentative list by processing those parcels found to be doable with a moderate amount of additional effort, leaving the parcels that may take extraordinary work on another spreadsheet (the "probable impossible/impractical" or "probable" list).

iii. From day 121 through day 180, the Attorney will analyze the titles of the parcels on the probable list and provide the County with a Preliminary Abstract. A "Preliminary Abstract" pertains to a single tax parcel and is a one to two-page preliminary summary of factors which might influence the County's decision as to whether to forego or pursue foreclosure. These factors include the assessed

value of the parcel, the estimated number of parties that will be involved in a tax foreclosure of the parcel, the fee and costs associated with the researching, compiling and presenting the Preliminary Abstract for and to the County if the County decides to forego foreclosure and recall the parcel from its assignment and the estimated fee necessary if the County decides to pursue foreclosure.

iv. From day 181 through day 210, the County will inform the Attorney which parcels it would like to recall, forego foreclosure and pay the Preliminary Abstract preparation fee and which parcels the County would like to proceed to foreclose upon pursuant to the estimated fee set forth on the Preliminary Abstract.

4. The Attorney shall notify the Tax Collector, in writing, immediately upon the filing of a foreclosure complaint with the Office of the Clerk of Superior Court. Attorney and County acknowledge and agree that heretofore, the payment of the fee to file tax foreclosure cases in the Office of the Clerk of Superior Court and for in-County service by the Sheriff has been deferred pursuant to N.C.G.S. Section 105-374(i). Should the laws of North Carolina be changed so that payment of said fees can no longer be deferred or should the Clerk of Court of Beaufort County or the Sheriff of Beaufort County refuse to adhere to said statute, County agrees to immediately advance said fees upon request by Attorney.

5. The Attorney shall bring the foreclosure to conclusion within two years after filing said foreclosure action with the Clerk of Court's office; however, if for some reason, the foreclosure action is not concluded within two years of filing, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been concluded.

6. The Attorney shall be compensated in each foreclosure action in accordance with procedures set forth in the North Carolina General Statutes, Chapter 105 as ordered by a District or Superior Court Judge, or as agreed between the instant Taxpayer and Attorney. Attorney shall be guaranteed compensation for foreclosure on each parcel in the amount of One Thousand and 00/100 Dollars ($1,000.00) plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like. Attorney shall be paid said compensation and costs upon settlement of the foreclosure action prior to the Order of Foreclosure, upon redemption of the parcel from sale or as part of the amount paid to purchase the property at sale. Notwithstanding any other provision in this Agreement, for any parcel for which the Attorney files for foreclosure on behalf of the County and on behalf of any municipal unit of government, or for which the Attorney ultimately represents the County and any municipal unit of government in a foreclosure initially filed on behalf of just one of those jurisdictions, including where the taxes of a municipality are placed in the hands of the County Tax Collector pursuant to NCGS Section 105-354, (hereinafter "joint representation"), the compensation guaranteed to Attorney shall be One Thousand Two Hundred and 00/100 Dollars ($1,200.00) plus all expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, the total amount of which to be divided equally between the County and each such municipality involved in joint representation. If the Taxpayer applies to the District or Superior Court for determination of a reasonable attorney fee pursuant to the procedures set forth in the North Carolina General Statutes, Chapter 105, and the Court awards less than set forth herein per parcel, the County shall pay the balance of said compensation within thirty (30) days of said award from the County's local funds for legal work.

7. The Attorney shall use its best efforts to be appointed the Commissioner in the Order of Foreclosure, and upon public sale of such property pursuant to the Order of Foreclosure as provided for in Chapter 105, the Attorney shall be entitled to a Commissioner's Fee, plus incurred expenses, in accordance with the schedule provided for in Chapter 105, as approved by the Clerk of Superior Court. County and Attorney acknowledge and agree that there is currently pending in the North Carolina General Assembly a bill to revise G.S. Section 105-374(i) to disallow the payment of the Commissioner's Fee under certain circumstances. If this bill, or any similar bill is enacted during the term of this Agreement, County and Attorney agree to make reasonable amendments to this Agreement so as to avoid loss to Attorney.

To assist the County in collecting all taxes due without reduction by the amount of the Commissioner's Fee, the Attorney agrees that as Commissioner, it shall be paid only to the extent available after payment of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property. To this end, these expenses shall be added to the amount of taxes, fees and costs as ordered in the Order of Foreclosure to determine the opening bid by the County for purchase of such property from local funds. For purposes of illustration, compare the examples below where a typical 5% commission would be appropriate in a foreclosure with $3,000.00 of taxes, $1,500.00 of attorney fees and costs and $500.00 of advertising/notice of public sale expenses (Total without Commissioner's Fee $5,000):

Example #1 - County as High Bidder @ $5,000

In this example, the County is paid in full for the taxes and interest which have accrued to the date the Order of Foreclosure is entered, the Attorney is paid in full for the attorney fees and costs incurred to the date of the Order of Foreclosure, the expenses incurred by the Attorney to advertise and give proper notice of public sale are paid, but no Commissioner's Fee is paid.

Example #2 - Other High Bidder @ $5,100

In this example, all amounts outlined in Example #1 are paid, plus $100.00 of the $255.00 5% Commissioner's Fee is paid.

Example #3 - Other High Bidder @ $5,500

In this example, all amounts outlined in Example #1 are paid, the $275.00 5% Commissioner's Fee is paid, and $225.00 is paid to the Clerk to hold as surplus from the sale.

Should the County elect to open bidding in an amount less than all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property, the County shall pay the Attorney a fixed fee of one

hundred fifty and 00/100 dollars ($150.00) per upset bid filed in the Clerk's Office pursuant to NCGS Section 1-339.25 in all foreclosure sales and resales until such time as the bidding reaches the amount that would have been bid if the County had bid in the amount of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property. The Attorney shall invoice the County for the total amount of all upset bid fees in connection with a sale or resale upon termination of the upset bid period for that sale or resale. Provided, however, in the case of joint representation, this fee shall not be doubled but shall be the total fee allowed per upset bid.

8. If the Taxpayer files a petition in bankruptcy during the period any foreclosure action brought pursuant to this agreement is pending, the Tax Collector shall file, as part of its claim to the bankruptcy court, the fees, costs and expenses set forth herein, and shall pay Attorney for such amounts within sixty (60) days of written notification to Tax Collector of such bankruptcy. If the Taxpayer's petition is dismissed or a lift of the stay of bankruptcy court is obtained during the term of this agreement, Attorney agrees to proceed with the foreclosure and complete the remaining services due from it hereunder.

9. If the County assigns to the Attorney, in any one assignment, more than one parcel owned by the same Taxpayer or Taxpayer(s) and none other and encumbered by the same liens, the County's obligation to pay the compensation set forth in Paragraphs 6, 7 and 8 shall be based on the following per parcel charge: 2 to 5 parcels, the same amount as set forth above per parcel; 6 to 10 parcels, the same amount as set forth above less fifty ($50.00) dollars per parcel, 11 or more parcels, the same amount as set forth above less one hundred ($100.00) dollars per parcel, plus all costs and expenses. Provided, however, in the case of joint representation, such deductions shall not be doubled but shall be the total amount that the per parcel fee is reduced.

10. The Attorney shall not apply for fees over the amounts aforementioned except for unusual, novel, or very difficult cases that will take extraordinary time and expense to prosecute. The provisions of this paragraph shall be rarely invoked as Attorney's best estimate is that between 5% and 7% of all cases assigned will require an increased fee and costs. Furthermore, the Attorney shall notify the Tax Office and obtain written approval before taking on extraordinary time and expense. To this end, Attorney will employ the protocol set out on in Paragraph 3 so as to limit the number of such instances and involve the County in the decision-making process as to all such parcels.

i. As to all such parcels as to which the County elects to forego foreclosure, there shall be a flat fee of one thousand and 00/100 dollars ($1,000.00) plus Attorney's costs for the Preliminary Abstract, which shall be due thirty days after County makes its decision according to Paragraph 3.iv.
ii. As to all such parcels as to which the County elects to proceed with foreclosure, the fee shall be as quoted as the "Estimated Fee" on the Preliminary Abstract and shall be due as with every other foreclosure action filed pursuant to this agreement.
iii. Provided, in the case of joint representation, all such fees and costs shall be divided equally between the County and the municipal unit of government.

11. The County shall pay to the Attorney a fixed fee of Three Hundred Fifth Dollars and 00/100 ($350.00) if a parcel is recalled before suit is filed or the standard per parcel fee as set forth in Paragraph 6 (as reduced by Paragraph 9, if applicable) if a parcel is recalled after suit is filed plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, in the event of double listings, clerical, or other erroneous information provided by the Tax Collector to the Attorney, or legal, practical or administrative problems discovered by the Attorney which result in legal impracticality or impossibility to effect proper collection remedies through foreclosure.

12. Costs, expenses, and the like, to the extent that they are ascertainable as of the time this Agreement is executed, are as follows: a) copies at $ .25 per copy for those made at Attorney=s office and as incurred by Attorney as to copies made elsewhere, *i.e.* register of deeds, clerk of court, *etc.*, with a minimum charge of $.25 per copy, b) locator, obituary and genealogy tracing charges at the per item amount charged by the vendor providing the service, and if no per unit schedule provided by the vendor, then at $2.00 per inquiry made by Attorney, c) filing fees as set by statute, currently $150 per suit, $20 per notice filed, and $15 per *alias & pluries* summons issued d) publication costs as incurred by Attorney according to the publishers= then current rate, e) service fees by certified and regular mail as set by the United States Postal Service, currently $6.95 per envelope, plus digital mail service charge, f) service fees by North Carolina Sheriff as set by statute, currently $30 per defendant/lienholder, and g) service fees by out of state service providers as set by that state=s statute.

13. To ensure that the proper amount of delinquent taxes, interest, fees and costs are collected, the Attorney and the Tax Collector shall verify with one another the amount due at the time when, and if, the Taxpayer satisfies the tax lien after the complaint is filed but prior to foreclosure.

14. All funds collected shall be paid to the Tax Collector and shall be paid in the form of cash, bank check or certified funds. County shall immediately inform Attorney of the receipt of any such funds and the parcel to which they pertain. Any part of any such funds that represent attorney fees, service fees, copy charges, postage, publication costs, filing fees, and the like shall be remitted to Attorney as part of the next ensuing regular disbursement by the County Finance Office.

15. Subject to the terms below, Attorney shall be the sole and exclusive special tax foreclosure attorney for the County during the term of this agreement. County shall use its best efforts to assign all of its parcels with delinquent property taxes to Attorney pursuant to the terms hereof during the term of this Agreement.

16. Attorney's services hereunder are limited to the general prosecution of foreclosure actions to collect delinquent taxes assessed against real property located in the County, including title search services, document preparation, court appearances to obtain orders of foreclosure by default judgment, judgment on the pleadings, summary judgment, appearances as Commissioner to sell property at public sale, and negotiation with Taxpayers in settlement of such actions. Attorney's services hereunder do not include preparation of and response to discovery, preparation and court appearances for trial or appeal and the County shall provide all such legal

services. The intent of this provision is to ensure that the overwhelming majority of Attorney's time, talent and advanced expenses is involved in the prosecution of delinquent real property taxes on a volume basis, and that any case that involves an extraordinary amount of effort, such as in the preparation of a case for trial, that the County Attorney or his designee shall be responsible for the continued prosecution of such case.

17. This agreement shall be for the period of two (2) years four and one-half (4 ½) months, beginning February 13th, 2021 and terminating on June 30th, 2023. After the initial term set out above, this Agreement shall renew itself automatically for two-year terms, unless either party shall give written notice no less than 90 days prior to the end of the then current term. Upon each renewal, there will be a five (5%) per cent increase on all attorney fees set out hereunder. The intent of this provision regarding increases in attorney fees is to allow a two and one-half (2 ½%) annual increase for each year of the contract, made upon each renewal of the term of the agreement.

COUNTY:

_____
County Manager

ATTEST:

_____
Clerk

ATTORNEY:

_____
President, Mark D. Bardill, P.C.

ATTEST:

_____
Secretary

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

_____
County Finance Director

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Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Temporary Position Request

Summary of Information: The Tax Assessors Office is requesting permission to hire a temporary employee for approximately 6 months to assist in clearing a backlog of work relating to exclusions and exemptions of property taxes in the County and municipalities. State statute requires 1/8th of all exempt property be reviewed annually. Staff is currently attempting to reviewing them however, this is taking them away from their assigned job duties, causing their primary work to be neglected.

Due to NCDOR by November 1 of Each Year

FY 2020-2021		LOCATED IN A MUNICIPALITY (Complete Form AV-50A For Each City or Town)			LOCATED IN THE COUNTY ONLY (Located in the County but NOT in a Municipality)			
		REAL	PERSONAL	SUBTOTAL	REAL	PERSONAL	SUBTOTAL	LINE TOTALS
Exclusion / Exemption (Values)								
01.0	Governmental (Federal, St	198,076,043	-	198,076,043	154,609,614		154,609,614	352,685,657
02.0	Educational (Non-governm	237,528	-	237,528			-	237,528
03.0	Educational (Religious)	7,776,534	-	7,776,534	1,163,901		1,163,901	8,940,435
04.0	Religious	64,055,781	-	64,055,781	73,848,738		73,848,738	137,904,519
10.1	All Other Exemptions	35,584,668	-	35,584,668	31,384,004		31,384,004	66,968,672
11.0	Continuing Care Retiremen	3,035,098	-	3,035,098			-	3,035,098
12.0.T	Use Value Total 12.0.a t	3,729,099	-	3,729,099	271,403,104		271,403,104	275,132,203
13.0	Elderly and Disabled	11,786,173	-	11,786,173	29,925,876		29,925,876	41,712,049
13.1	Disabled Veteran Exclusio	2,185,345	-	2,185,345	7,246,703		7,246,703	9,432,048
15.0	American Legion, DAV, Lo	1,396,152	-	1,396,152	1,065,248		1,065,248	2,461,400
17.0	Solar Energy Electrical Sy:	-	-	-	76,765,954		76,765,954	76,765,954
17.5	Excluded & Exempt Regist					1,861,012	1,861,012	1,861,012
17.6	Burial Property	287,467	-	287,467	647,718		647,718	935,185
18.0	All Other Exclusions	-	-	-			-	-
	Value Totals:	$ 328,149,888		$ 328,149,888	$ 648,060,860	$ 1,861,012	$ 649,921,872	978,071,760
								Grand Total

Based on last year's Information
105-282.1 Requre's that the county review 1/8th of all exempt properties every year
Elderly and Disabled as well as Veteran's based exemptions require more frequent review in practice

Submitter Recommendations/Motions: Recommendation for approval of temporary position.

Attachments:
1.

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Map Printer and Service Agreement – Land Records

Summary of Information: The map printer/copier in Land Records has reached the end of its contract. Requests for quotes on a copier and service agreement were sent to McGee Cadd (current company), CopyPro and Carolina Copier Office Solutions. McGee Cadd was the only company to respond to our request. Please see the attached purchase agreement and maintenance agreement.

Submitter Recommendations/Motions: Staff recommends purchasing the map printer from McGee Cadd and approving the service agreement.

Attachments:
1. TM 300 MFP T36 Agreement
2. Terms and Conditions
3. TM300 MFP FSMA - Maintenance Agreement

Clear Form

McGee Cadd
Reprographics and Drafting Supply Co.

ORDER

☐ PROPOSAL

☑ AGREEMENT

2527 SOUTH 17TH STREET
WILMINGTON, NC 28401
(910) 392-5500 • (910) 799-1212 FAX
MCGEE01@MCGEE-CADD.COM

483 WESTERN BOULEVARD
JACKSONVILLE, NC 28546
(910) 353-2600 • (910) 353-3600
MCGEE04@MCGEE-CADD.COM

2110 FORT BRAGG BLVD.
FAYETTEVILLE, NC 28303
(910) 323-9300 • (910) 481-8900 FAX
MCGEE05@MCGEE-CADD.COM

2095 EVANS STREET
GREENVILLE, NC 27834
(252) 752-4400 • (252) 752-0530
MCGEE02@MCGEE-CADD.COM

1917 MR. JOE WHITE AVENUE • MYRTLE BEACH, SC 29577
(843) 916-9800 • (843) 455-9400 • MCGEE06@MCGEE-CADD.COM

Customer Information

Full Legal Name (Business Enity):
Beaufort County Tax Office revised 2-17-2021

Parent Company:

Product Location:
220 Market Street

City County State Zip
Washington NC 27889

Phone: 252-940-6152 Email: llyod.salter@co.beaufort.nc.us

Invoice Information

Person to Contact Re. Invoice and PO Number:
Lloyd Salter , Tax Administrator

Legal Name of Business to Invoice:

Street Address:

City County State Zip

Phone: Email:

Product Information

Part Number	Qty	Description	Unit Sale Price	Extended Amount
	1	Canon TM 300 MFP T36	8,495.75	8,495.75
		36" Color Printer, 36" Color Scanner		0.00
		Large Flat Screen Monitor / Computer		0.00
		PFI 110BK, MBK, C, M, & Y inks		0.00
		Print Head PF-06		0.00
		Maintenance Cartridge MC-30		0.00
		Stand & Catch Basket		0.00
				0.00
	1	ESP Power Filter	225.00	225.00
		(Highly Recommended)		0.00
				0.00
	-1	Trade In Canon IPF 780 MFP	1,000.00	-1,000.00
		(printer must be working)		0.00
		.		0.00
	1	Lift Gate Charge	68.00	68.00
		Full Supply Maintenance Agreement (FSMA)		0.00
		includes 20# inkjet bond, inks		0.00
		print heads, maintenance cartridges		0.00
		on-site service via Canon Service		0.00
		authorize service technician		0.00
		parts & labor .....$.341/sf/mo		0.00
				0.00
		Maintenance Service Agreement (MSA)$1,395/yr		0.00
Sub-Total:				7,788.75
DEMO DISCOUNT				
Less Order Deposit:				
Full Service Maintenance Agreement (s):				
2 Year New Machine Warranty:				
3 Year New Machine Warranty:				
Freight:				290.00
Delivery, Installation, Training:				1,295.00
Tax (Add Manually): 0.07		Taxable Sales:	9,373.75	656.16
Total Investment:				10,029.91

Customer Purchase Order #

Additional Information

Quotation good for 30 days

*** Freight and delivery charge may vary pending stairs or second floor location. Stairs or second floor location, no elevator requires outside riggers and additional charges apply.

3% card fee if paid w/ Visa or MasterCard
4% card fee if paid w/ American Express

Lease option requires first two payments and 95.00 document fee upon acceptance.

Full Supply Maintenance Agreement based on national average monthly usage of 400 sf/mo. First year given regardless of vol. following yr available at minimum 400 sf/mo FSMA available only for new equipment purchases. Comes with McGee Cadd Assured Reliability Plan.

T&M rates: $250 on site charge plus 125/hr plus parts

lease rate may vary pending purchase date

Delivery & Installation Required

Date Promised:	Date Needed:
Contact:	**Phone:**
E-mail:	

Term Information & Acceptance

Lease Company	Term Option Type	Number of Months	Monthly Payment	Tax	Total Monthly Payments
Clune	FMV	48	254.81		48

Terms: *50% down, balance upon delivery or approved lease.*

Customer: Beaufort Cty Tax Administration

By (Please Print)

Signature:

Title: Date:

McGee Cadd Customer Representative:

Signature:

Date:

The Following Terms and Conditions are in addition to the Common Terms and Conditions Section of this Agreement

ORDER
The Customer requests and McGee Cadd Reprographics and Drafting Supply Co. ("McGee Cadd") agrees to provide (a) maintenance service for equipment identified herein that is not currently under McGee Cadd maintenance agreement, or (b) continued maintenance service following expiration of the current term of an existing McGee Cadd maintenance agreement, in accordance with the terms and conditions set forth herein. As used herein, the term "Equipment" has reference to the units of equipment in connection with which service shall be provided.

2. TERM/TERMINATION
Service under this Agreement shall commence on the Installation Date. For Equipment currently being maintained by McGee Cadd on a maintenance agreement, the Effective Date shall be the date immediately following expiration of the current term thereof, unless Customer and McGee Cadd agree otherwise in a written instrument signed by both parties. For all other Equipment, the Effective Date shall be the date indicated herein.

3. SERVICE CHARGE
The Customer shall pay the monthly minimum and, if applicable, usage fees, measured by meter or other means ('Service Charge"), when due, without offset or deduction of any kind. Meter readings, if applicable, shall be provided at the end of each month by Customer per call request, fax or e-mail by McGee Cadd. Should such readings not be provided in a timely fashion, charges may be estimated by McGee Cadd. McGee Cadd shall invoice the monthly minimum fee in advance and shall invoice usage fees monthly in arrears. Invoices are due upon receipt. The Customer shall pay all taxes arising from this Agreement, except income taxes measured by the income of McGee Cadd. A late charge of one and one half (1-1/2%) per month, or the highest amount permitted by law will be charged on any unpaid balance owed to McGee Cadd which remains unpaid thirty (30) days or more after the date of the invoice.

4. PRICE AND TERMS AND CONDITIONS CHANGES
McGee Cadd shall have the right to change prices and terms and conditions for the services performed hereunder effective one year after the Effective Date, and at the end of every twelve (12) month period thereafter.

5. RENEWAL
This agreement will be automatically renewed for successive terms of the same number of months as the initial term, unless written notice of cancellation is received from the Customer prior to expiration of the current term. The renewed agreement rate will be increased accordingly above the previous twelve month period.

6. SERVICE AVAILABILITY
No guarantee of Service availability is made. Service availability for most equipment is generally seven (7) years from original installation date with unlimited copies for newly manufactured Equipment, for one (1) year with unlimited copies for Used Equipment, after which service availability may be extended on an annual basis at McGee Cadd's sole discretion, and may be conditioned on remanufacturing at the Customer's expense including installation and removal fees. Service availability requires the Equipment to be maintained on a McGee Cadd maintenance agreement at all times.

7. MAINTENANCE SERVICES/EXCLUSIONS
A) MAINTENANCE SERVICES: Service consists of the repair and/or replacement of parts and subassemblies to keep the equipment in good working order. Parts required for repair may be used or remanufactured in accordance with manufactures specifications and replaced parts shall be the property of McGee Cadd. Services will be provided during McGee Cadd's established service availability hours, normally between 8:00 AM and 5:00 PM, and only within areas designated for repair services. The Customer shall permit McGee Cadd to install, at no cost to the Customer, all retrofits designated by manufacturer as mandatory. All equipment under a Maintenance Agreement with McGee Cadd Reprographics must be on a dedicated circuit with an ESP Power Filter supplied by McGee Cadd Reprographics. KIP Drum, developer unit, CPU, &/or Canon Print head, Maintenance Cartridge, purge unit, carriage, Main board & touch screen monitor are excluded in the Full Supply Maintenance Agreement (FSMA) or the Maintenance Service Agreement (MSA) when machine has not been maintained continuously under a Full Supply Maintenance Agreement or Maintenance Service Agreement with McGee Cadd Reprographics. Replacement of Drum, Developer, CPU, Print head & Maintenance Cartridge will be at time and materials pricing. After billable replacement of such, components will be covered under the FSMA or the MSA.

B) EXCLUSIONS: The following are not within the scope of services described in Section 7A above: (1) provision and installation of optional retrofits; (2) enhancement of any feature of the Equipment; (3) services connected with Equipment relocation; (4) installation/removal of accessories, attachments or other devices; (5) exterior painting or refinishing of Equipment: (6) maintenance, installation, or removal of Equipment or devices not provided by McGee Cadd; (7) performance of normal operator functions as described in applicable manufacturer's operator manual(s); (8) performance of services necessitated by accident, negligence, temperature, inadequate ventilation, power failure or power to equipment discontinued, improper electrical power, unauthorized alteration of Equipment, tampering, service by other than McGee Cadd, causes other than ordinary use, improper supplies or accessories, interconnect of Equipment by electrical or electronic, or mechanical means, with noncompatible equipment, or failure to use manufacturers operating system software; (9) performance of services necessitated by the introduction of a computer virus or other bug into the Equipment by other than McGee Cadd; and (10) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Equipment is integrated or otherwise connected. If McGee Cadd provides, at the request of the Customer, any of the services noted in the Section 7B, the Customer shall pay McGee Cadd's current time and materials rates then in effect.

8. CONDITION OF EQUIPMENT
This Agreement is entered into with understanding that the Equipment will be in good operating condition on the Effective Date. If the Equipment is not under warranty or under McGee Cadd agreement at the time this Agreement is accepted by McGee Cadd, McGee Cadd shall have the right to inspect the Equipment and charge separately for the inspection and the cost of placing it in proper operating condition. McGee Cadd shall submit an estimate of the cost of such repairs for Customer approval before work is initiated.

9. ALTERATIONS, ATTACHMENTS AND SUPPLIES
If Customer makes an alteration, attaches a device, loads software, and/or utilizes a supply item that, in McGee Cadd's judgment, increases the cost of inspection and services, McGee Cadd will either propose an additional service charge, or request the Equipment be returned to its standard configuration or that use of the supply item be discontinued. If within 5 days of such proposal or request. Customer does not agree to remedy the problem or agree in writing to the additional service charge, Customer shall be in default of its obligations to McGee Cadd and the Service Agreement terminated. If McGee Cadd believes that an alteration, attached device, loaded software or supply item could affect the safety of McGee Cadd personnel, or Equipment users, McGee Cadd shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

10. CUSTOMER RESPONSIBILITES
The Customer agrees to: (a) provide McGee Cadd with unrestricted access to the Equipment at all reasonable times to enable MdGee Cadd to service the Equipment and to monitor meter readings; (b)permit only authorized McGee Cadd personnel to service the Equipment; [c] use only paper, recycled paper, parts, photoconductors, toner, or other supplies which in McGee Cadd's opinion will not cause excessive Equipment servicing; and (d) notify McGee Cadd of Equipment being used in an environment which poses a potential health hazard to McGee Cadd's employees or subcontractors.

11. CONFIDENTIALITY/SECURITY
The Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the Equipment to reconstruct lost or altered Customer files, data or programs. The Customer must have a representative present when McGee Cadd provides services involving Customer files, data or programs.

12. DEFAULTS
An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) Customer does not pay when due any Service Charge; (b) the Customer ceases doing business as a going concern; [c] Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) Customer files, or has filed against it, a petition in bankruptcy for its reorganization, arrangement composition or readjustment under the Federal Bankruptcy code or any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar actions; or (e) Customer shall default in the performance of any of its obligation to McGee Cadd or any assignee arising under this Agreement, or any other agreement between Customer and McGee Cadd.

REMEDIES
Upon the occurrence of an Event of Default, McGee Cadd may, at its option and without notice or demand exercise all or any one of more of the following remedies; (a) declare immediately due and payable all Service Charges and all other sums due or to become due hereunder or under any other agreement between Customer and McGee Cadd; (b) terminate all of its obligations arising under this Agreement and any other agreement between Customer and McGee Cadd and McGee Cadd affiliates; [c] exercise all other legal and equitable remedies which McGee Cadd may have; or (d) withhold the performance of services under this Agreement. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law. The Customer will reimburse McGee Cadd for all fees, costs and expenses', including all attorneys's incurred by McGee Cadd to enforce all or any of its rights arising hereunder.

Initials_____

McGee Cadd Reprographics and Drafting Supply Co.

RSA SUPERSTORE www.mcgee-cadd.com

CANON

TM 300 MFP

AUTHORIZED DEALER
FULL SUPPLY MAINTENANCE AGREEMENT
FSMA

FULL SUPPLY MAINTENANCE AGREEMENT FOR THE YEAR 2021-2022

Maintenance Service Agreements are offered by Authorized Dealers on Canon's behalf. In addition, Authorized Service Dealers are trained and certified by Canon and offer their own maintenance agreements and time-and-materials service as well.

All Canon Plotters must be connected with an approved ESP filter for Maintenance Agreement

MAINTENANCE SERVICE AGREEMENT ANNUAL PRICE PLAN FOR CANON (Complete Terms and Conditions are on reverse side.)

TM 300 MFP

CHARGE for 1 YEAR (12 MONTH) AGREEMENT
$0.341/sf per month*
INCLUDES TECHNICIAN TRAVEL, LABOR, ONSITE LABOR,
ALL PARTS, INK & 20LB INK JET BOND-ZONE 1

* Sq. Foot Charge billed in arrears.

ZONE CHARGES: Distance from nearest McGee CADD facility

Zone 1, 0-25 mi.	* Zone 2, 26-50 mi.	* Zone 3, 51-75 mi.	* Zone 4, 76-100 mi.	* Zone 5, 101-125 mi.
No Charge	$720.00/yr.	$1,079.00/yr.	$1,442.00/yr.	$1,802.00/yr.

Period of Assured Availability

If FSMA pertains to Equipment purchased by the Customer as Newly Manufactured or Remanufactured, FSMA may be available for seven years from Original Equipment Manufacture Date subject to availabilty of parts and minimum 400sf/mo usage. Maintenance Service Agreements may be available beyond the seven y original equipment manufacture date subject to availability of parts and 400sf/mo minimum. In the event parts become unavailable, service agreement will be discontinued. Agreement will be prorated for the amount used and the customer will be refunded balance provided customer is current with McGee Reprographics or customer may carry over the remaining service agreement balance to new equipment purchased within the service agreement year from McGee Reprographics.

BETWEEN **AND** **CUSTOMER**

McGee CADD Reprographics and Drafting Supply Co.
2527 South 17th Street
Wilmington, NC 28401

McGee Reprographics agrees to provide service and the Customer agrees to accept service on the following equipment on the following terms and conditions.

Type of Agreement: **Full Supply Maintenance Agreement**
Equipment: TM 300 MFP
Agreement From: _____

Meter Reading: _____
Serial Number: _____
Price: $0.341/sf per month
Zone Charge _____
Sales Tax _____

IN WITNESS WHEREOF, McGee Reprographics and Customer have caused this agreement to be executed by their duly authorized representatives on the dates noted below.

McGee CADD Reprographics and Drafting Supply Co.

By: _____
Title: _____
Date: _____

Customer

By: _____
Title: _____
Date: _____

Beaufort County Agenda Abstract

Meeting Date: April 5, 2021

Agenda Section: Item for Decision

Presenter: Martyn Johnson, Economic Development Director

Agenda Title: Resolution for Land Sale Washington Beaufort County Industrial Park Lot # 1

Summary of Information: Harry Smith has submitted a bid of $5,000 per acres for Lot # 1 GPIN 5667-68-4455 in Washington Beaufort County Industrial Park (WBCIP). The lot is 6.21 acres; thus, the total bid is for $31,050.00. Mr. Smith has paid the necessary deposit.

Inter-Governments Agreement and Upset Bid Process: Subject to NC General Statute 160A-461, to increase the efficiency and reduce the costs associated with the upset bidding process the City of Washington will request Beaufort County act as the agent for the City in the upset bid process to allow Mr. Smith to purchase Lot # 1 in the WBCIP.

NC General Statute 160A-461 authorizes interlocal cooperation between units of local government and provides that units may enter into contracts or agreements with each other in order to execute any undertaking. The statute requires that contracts and agreements be of reasonable duration, as determined by the participating units, and that they be ratified by resolution of the governing board of each unit and referenced in its minutes.

Mr. Smith's offer to purchase Lot # 1 will go through the upset bidding process in order to meet the competitive sale requirement of the NC General Statute 45-21.27. "An upset bid is an advanced, increased, or raised bid whereby any person offers to purchase real property theretofore sold, for an amount exceeding the reported sale price or last upset bid by a minimum of five percent (5%) thereof, but in any event with a minimum increase of seven hundred fifty dollars ($750.00)." The upset bidding process is used to set the market price of a lot at the time of sale.

Alternatives: Upset bid process should show if bid is at "market" rate.

Financial Impact: The County and City will receive $31,050.00 for the lot plus undisclosed property tax revenue based on future investment on the site.

Submitter Recommendations/Motions: The BCED staff request the Beaufort County Board of Commissioners consider the bid by Mr. Harry Smith to purchase Lot #1 in the WBCIP plus associated upset bid documentation and agreement with the City of Washington.

Attachments:

Agent for Upset Bidding
ProcessInterlocal Agreement

This Agreement, made and entered into this the 5th day of April, 2021, by and between Beaufort County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and the City of Washington ("City"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, jointly referenced as the "Parties".

RECITALS

It is hereby determined and declared by the parties that:

A. NC General Statute 160A-461 authorizes interlocal cooperation between units of local government and provides that units may enter into contracts or agreements with each other in order to execute any undertaking. The statute requires that contracts and agreements be of reasonable duration, as determined by the participating units, and that they be ratified by resolution of the governing board of each unit and referenced in its minutes.

B. The Parties jointly own property located in an industrial park commonly referred to as the Washington Beaufort County Industrial Park ("Park") located in the City of Washington along Page and Chery Run Roads.

C. Property ownership in the Park is shared as follows: 55% County and 45% City.

D. An offer has been received by the County to purchase Lot #1 (GPIN 5667-68-4455, approximately 6.21 acres) in the amount of $5,000 per acre.

E. The offer to purchase will go through the upset bidding process in order to meet the competitive sale requirement of the NC General Statutes.

F. The Parties wish to increase the efficiency and reduce the costs associated withthe upset bidding process by authorizing one party to act as the agent for the other in the process.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressedherein, the parties agree as follows:

1. The County will act as the agent for the City in the upset bidding process for the sale of Lot #1 in the Park.

2. The County will be solely responsible for following the requirements of the NC General Statutes regarding the competitive sale of Lot #1.

3. Costs associated with advertising during the upset bid process will be shared equally by the Parties and deducted from the final amount received.

4. After deducting advertising costs from the final amount received, the remaining amount will be shared as follows: 55% County and 45% City.

5. This interlocal agreement is only for this described sale and will terminate upon final distribution of the shared revenue.

6. This Agreement may be modified only by the prior written approval ofboth Parties.

7. Each Party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement.

8. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correctany such provisions.

9. This instrument contains the entire agreement between the Parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the Parties with respect to the subject matter hereof.

10. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

CITY OF WASHINGTON	**COUNTY OF BEAUFORT**
Jonathan Russell, Manager	Brian Alligood, Manager
ATTEST:	ATTEST:
Cynthia Bennet, City Clerk	Kathleen Mosher, County Clerk

Resolution No._____

Authorizing Interlocal Agreement with the City of Washington Allowing the County to Serve as the Agent for Both Units on the Upset Bidding Process for Lot #1 in the Washington Beaufort County Industrial Park

WHEREAS, NC General Statute 160A-461 authorizes interlocal cooperation between units of local government and provides that units may enter into contracts or agreements with each other in order to execute any undertaking, and;

WHEREAS, the County and the City of Washington ("City") jointly own property in an industrial park commonly referred to as the Washington Beaufort County Industrial Park ("Park"), and;

WHEREAS, the County has received an offer to purchase property in the Park that will go through the statutory upset bid process, and;

WHEREAS, the County and the City wish to enter into an interlocal agreement to allow the County to act as the agent for both units during the upset bid process in order to increase efficiency and decrease costs.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioner, in a regular meeting on April 5, 2021, authorizes entering into an interlocal agreement with the City of Washington to allow the County to act as the agent for both units during the upset bid process andapproves the attached Interlocal Agreement regarding the sale.

ADOPTED, this the 5th day of April 2021.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

_____
Kathleen Mosher, Beaufort County Clerk

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT WITH BEAUFORT COUNTY ALLOWING THE COUNTY TO SERVE AS THE AGENT FOR BOTH UNITS ON THE UPSET BID PROCESS FOR LOT #1 IN THE WASHINGTON BEAUFORT COUNTY INDUSTRIAL PARK

WHEREAS, NC General Statute 160A-461 authorizes interlocal cooperation between units of local government and provides that units may enter into contracts or agreements with each other in order to execute any undertaking, and;

WHEREAS, the City of Washington and Beaufort County ("County") jointly own property in an industrial park commonly referred to as the Washington Beaufort County Industrial Park ("Park), and;

WHEREAS, the County has received an offer to purchase property in the Park that will go through the statutory upset bid process, and;

WHEREAS, the City and the County wish to enter into an interlocal agreement to allow the County to act as the agent for both units during the upset bid process in order to increase efficiency and decrease costs.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, in a regular meeting on April 12, 2021, authorizes entering into an interlocal agreement with Beaufort County to allow the County to act as the agent for both units during the upset bid process and approve the attached Interlocal Agreement regarding the same.

Adopted this 12th day of April 2021.

ATTEST:

CITY OF WASHINGTON

_____
Ronald Sadler, Mayor

ATTEST:

_____
Cynthia Bennet, City Clerk

BID/OFFER TO PURCHASE PROPERTY OF BEAUFORT COUNTY

The County of Beaufort has determined real estate as herein described now owned is not required for governmental purposes and is to be sold to the highest bidder subject to acceptance and confirmation as provided by NCGS 160A-266 & 268.

A bid should be submitted on this offer sheet. The Offeror shall deposit five percent (5%) of his bid payable to the County of Beaufort at the time of the offer submittal.

The County reserves the right to consider any offer and may at any time reject any and all offers.

Description: Tax Parcel # GPIN 5667-69-4455

Deed Book 1839, Page 00091, Beaufort County Registry

Property Address: 702 Paje Road

Amount of Bid: $ 5,000 per acre

Name of Person Submitting Bid: Harry L. Smith

Address; 411 W Main Street Washington NC

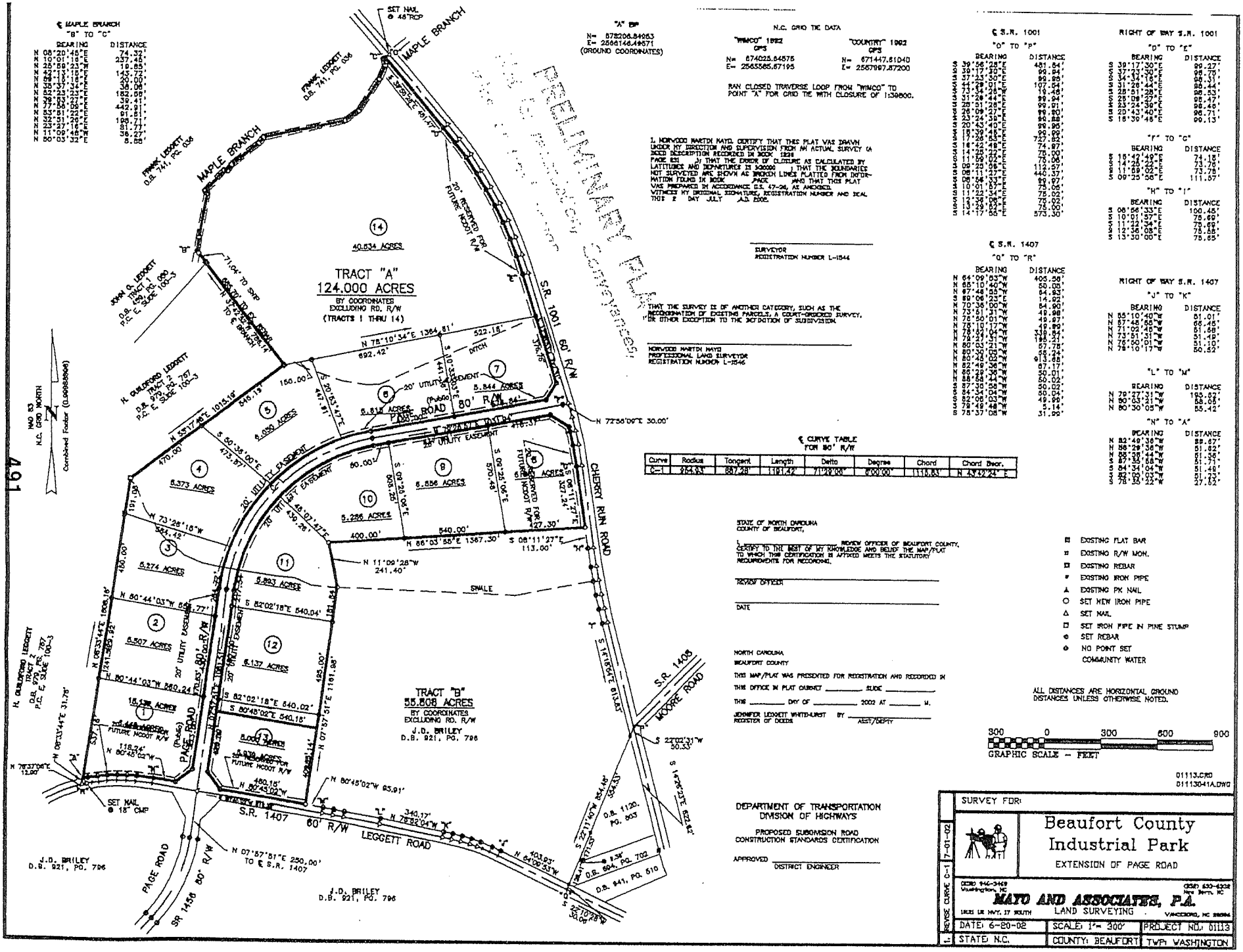
Telephone Number: 252-717-9014

Other Contact Information: hs681v@gmail.com

Signature of ~~Offeror~~: [signature]

Amount Deposited (5%)

Date: 3-26-2021



℄ MAPLE BRANCH
"B" TO "C"

BEARING	DISTANCE
N 08°20'15"E	74.32'
N 10°01'16"E	237.46'
N 26°58'23"W	18.85'
N 44°17'15"E	145.73'
N 55°13'13"E	20.00'
N 56°37'34"E	36.08'
N 52°23'23"E	152.59'
N 39°03'17"E	39.41'
N 37°00'00"E	442.91'
N 52°51'22"E	91.61'
N 66°51'26"E	199.71'
N 52°27'16"E	81.72'
N 11°09'48"W	36.27'
N 80°03'32"E	8.88'

"A" BP
N= 672206.84063
E= 2566146.49571
(GROUND COORDINATES)

N.C. GRID TIE DATA

"WIMCO" 1992 GPS	"COUNTRY" 1992 GPS
N= 674025.64575	N= 671447.81040
E= 2565365.67195	E= 2567997.87200

RAN CLOSED TRAVERSE LOOP FROM "WIMCO" TO POINT "A" FOR GRID TIE WITH CLOSURE OF 1:39800.

I, NORWOOD MARTIN MAYO, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY (A MIXED DESCRIPTION RECORDED IN BOOK 1228 PAGE 631;) THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:00000 ; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLATTED FROM INFORMATION FOUND IN BOOK ____ PAGE ____ AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE G.S. 47-30, AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 2 DAY JULY A.D. 2002.

SURVEYOR
REGISTRATION NUMBER L-1544

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

NORWOOD MARTIN MAYO
PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L-1544

℄ S.R. 1001
"O" TO "P"

BEARING	DISTANCE
S 39°56'28"E	481.84'
S 39°17'30"E	99.27'
S 37°23'30"E	99.79'
S 34°32'16"E	99.51'
S 31°28'44"E	98.44'
S 28°51'28"E	98.53'
S 26°08'28"E	99.47'
S 23°24'36"E	98.46'
S 20°43'40"E	98.71'
S 18°39'48"E	99.13'

RIGHT OF WAY S.R. 1001
"D" TO "E"

BEARING	DISTANCE
S 39°17'30"E	99.27'
S 37°23'30"E	99.79'
S 34°32'16"E	99.51'
S 31°28'44"E	98.44'
S 28°51'28"E	98.53'
S 26°08'28"E	99.47'
S 23°24'36"E	98.46'
S 20°43'40"E	98.71'
S 18°39'48"E	99.13'

"F" TO "G"

BEARING	DISTANCE
S 18°42'48"E	74.18'
S 14°28'22"E	73.75'
S 11°59'02"E	73.75'
S 09°25'56"E	111.67'

"H" TO "I"

BEARING	DISTANCE
S 06°56'33"E	100.45'
S 10°01'37"E	75.69'
S 11°32'34"E	75.69'
S 12°56'08"E	75.65'
S 13°30'00"E	75.65'

℄ S.R. 1407
"Q" TO "R"

BEARING	DISTANCE
N 64°09'53"W	405.56'
N 68°10'40"W	50.05'
N 67°48'55"W	44.93'
S 89°06'25"E	14.82'
N 70°36'00"W	84.90'
N 73°51'51"W	49.98'
N 76°50'01"W	49.97'
N 78°10'17"W	49.97'
N 79°29'40"W	339.84'
N 73°51'51"W	198.21'
N 80°03'21"W	57.78'
N 80°36'00"W	98.24'
N 80°48'08"W	913.68'
N 82°49'36"W	87.17'
N 86°29'36"W	50.01'
N 88°58'11"W	50.02'
N 89°30'36"W	50.02'
S 84°34'24"W	50.00'
S 82°06'03"W	49.90'
S 79°48'44"W	5.14'
S 78°37'08"W	31.99'

RIGHT OF WAY S.R. 1407
"J" TO "K"

BEARING	DISTANCE
N 85°10'40"W	61.01'
N 87°48'55"W	66.45'
N 71°02'48"W	51.68'
N 73°51'51"W	51.19'
N 76°50'01"W	51.10'
N 78°10'17"W	50.52'

"L" TO "M"

BEARING	DISTANCE
N 79°27'31"W	195.82'
N 80°53'31"W	56.05'
N 80°30'09"W	55.42'

"N" TO "A"

BEARING	DISTANCE
N 82°49'36"W	89.62'
N 86°29'36"W	51.82'
N 88°58'11"W	51.56'
S 89°30'36"E	51.71'
S 84°34'24"W	51.46'
S 82°06'03"W	51.22'
S 78°52'22"W	37.62'

℄ CURVE TABLE
FOR 80' R/W

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C-1	954.93'	887.28'	1191.42'	71°28'00"	6°00'00"	1116.83'	N 49°42'24" E

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT,

I, _____, REVIEW OFFICER OF BEAUFORT COUNTY, CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THE MAP/PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS THE STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE

NORTH CAROLINA
BEAUFORT COUNTY

THIS MAP/PLAT WAS PRESENTED FOR REGISTRATION AND RECORDED IN THIS OFFICE IN PLAT CABINET _____ SLIDE _____

THIS _____ DAY OF _____ 2002 AT _____ M.

JENNIFER LEGGETT WHITE-HURST
REGISTER OF DEEDS BY _____
ASST./DEPTY

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION

APPROVED _____
DISTRICT ENGINEER

- EXISTING FLAT BAR
- EXISTING R/W MON.
- EXISTING REBAR
- EXISTING IRON PIPE
- EXISTING PK NAIL
- SET NEW IRON PIPE
- SET NAIL
- SET IRON PIPE IN PINE STUMP
- SET REBAR
- NO POINT SET
- COMMUNITY WATER

ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.

300 0 300 600 900
GRAPHIC SCALE - FEET

01113.CRD
01113041A.DWG

REVISE CURVE C-1 7-01-02

SURVEY FOR:

Beaufort County Industrial Park

EXTENSION OF PAGE ROAD

(252) 752-4135
New Bern, NC
(252) 946-3469
Washington, NC
MAYO AND ASSOCIATES, P.A.
LAND SURVEYING
1821 US HWY. 17 SOUTH
VANCEBORO, NC 28586

DATE: 6-20-02 | SCALE: 1"= 300' | PROJECT NO.: 01113

STATE: N.C. | COUNTY: BEAUFORT | TWP: WASHINGTON

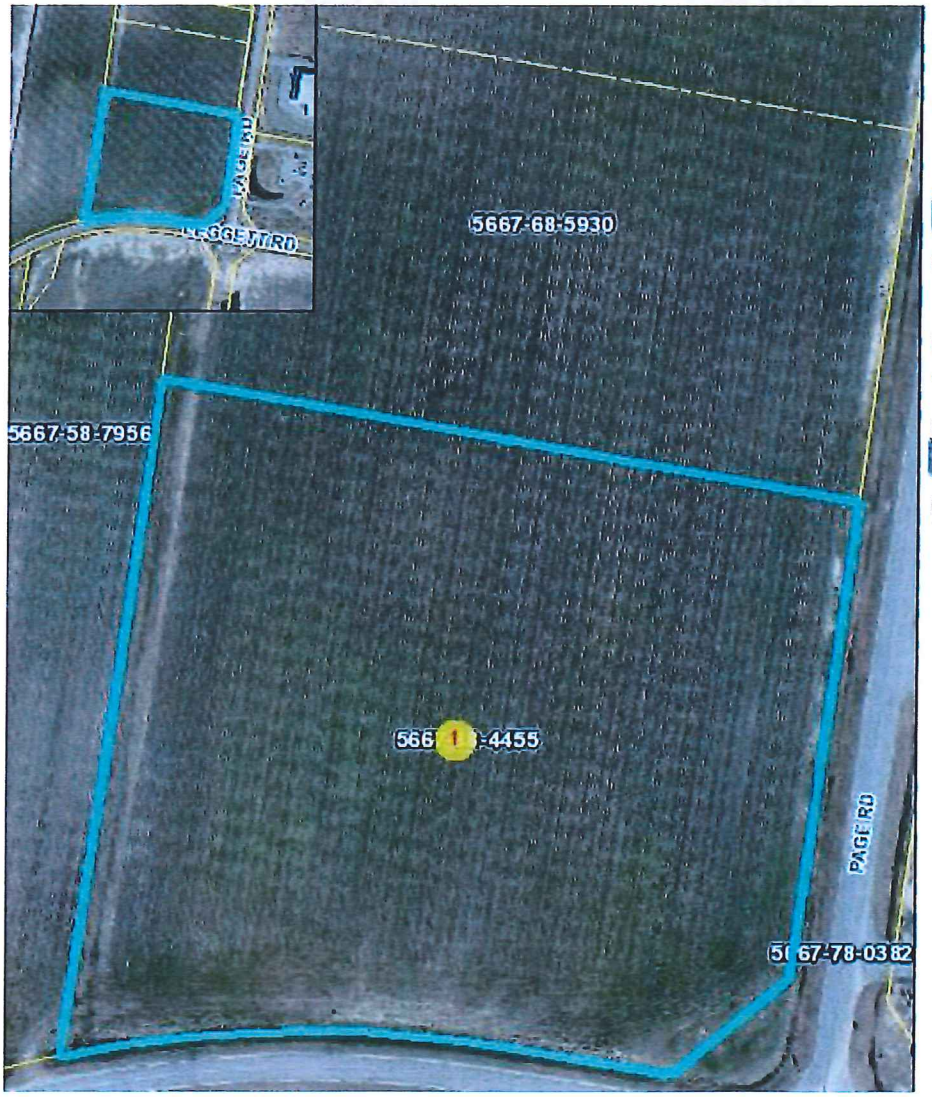
Washington-Beaufort County Industrial Park Vacant Parcels

#	Parcel Long GPIN	Acres
1	5667-68-4455	6.21
2	5667-79-2313	5.74
3	5667-79-5637	5.29
4	5668-70-1037	6.00
5	5668-70-7228	6.53
6	5668-70-6740	5.09
7	5668-70-1767	6.44
8	5668-71-1201	6.96
9	5668-71-5402	6.11
10	5668-71-8625	4.73
11	5668-80-2737	4.54
12	5668-81-0048	4.99
	TOTAL	**69.63**

702 Page Road, Washington NC 27889

OBJECTID	GPIN	GPIN Long
44691	5667-62-4455	5667-62-4455
OWNER NAME	**OWNER NAME2**	**MAILING ADDRESS**
BEAUFORT CO WASHINGTON, CITY OF		121 WEST THIRD STREET
	MAILING ADDRESS 2	**CITY**
		WASHINGTON
STATE	**ZIP**	**PROP DESC**
NC	27889	6.2' AC PT BEAUFORT CO IND PK
LAND VAL	**BLDG VAL**	**TOT VAL**
159735	0	159735
DEFR VAL	**TAXABLE VA**	**PREV ASSESS**
0	0	
ACRES	**PROPERTY ADDRESS**	**TOWNSHIP**
6.2'	702 PAGE RD	01
MBL	**DATE**	**DEED BOOK and PAGE**
	3/14/2014	1859/00091
STAMPS	**SALE PRICE**	**NBR BLDG**
	0.00	0
NBHD CDE	**NBHD DESC**	**LAND USE**
BCIP	BEAUFORT COUNTY IND. PARK	
EXEMPT AMT	**ROAD TYPE**	**YR BUILT**
159735.00	PAVED	
SQ FT	**SUB CDE**	**SUB DESC**
NBR BED	**NBR BATHS**	**EFF YR**
PIN	**REID**	
	45668	

702 Page Road, Washington NC 27889



Parcels

GPIN

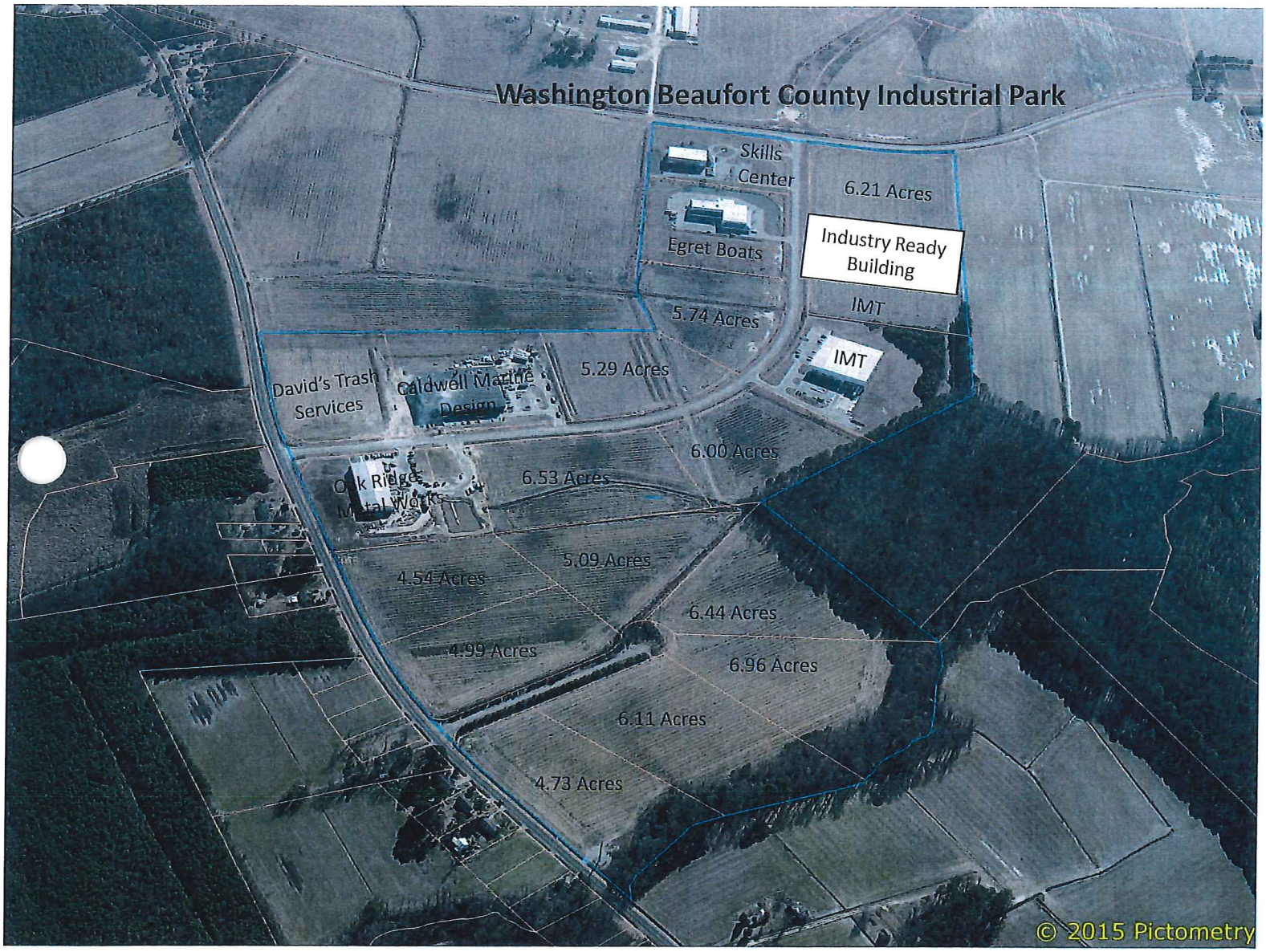
Property Land Owners

Interior Tract Lines

Centerlines

County Line

County Line (Solid)


Washington Beaufort County Industrial Park
Skills Center
6.21 Acres
Egret Boats
Industry Ready Building
IMT
5.74 Acres
IMT
David's Trash Services
Caldwell Marine Design
5.29 Acres
6.00 Acres
Oak Ridge Metal Work
6.53 Acres
5.09 Acres
4.54 Acres
6.44 Acres
4.99 Acres
6.96 Acres
6.11 Acres
4.73 Acres
© 2015 Pictometry

Beaufort County
Agenda Abstract

Meeting Date: 04/05/2021

Agenda Section: Item for Decision

Presenter: Martyn Johnson, Economic Development Director

Agenda Title: Letter of Support for investment in future I-87 currently US 64.

Summary of Information: The program of investments outlined in the North Carolina Department of Transportation's (NCDOT's) Future I-87 Resiliency, Innovation, Safety, Economy Project (the "Future I-87 RISE Project" or "the Project" hereafter) application to the U.S. Department of Transportation's INFRA Program offers an opportunity for eastern North Carolina to Build Back Better. Beaufort County, NC strongly supports this innovative and cost-effective Project. The Future I-87 RISE Project will improve freight mobility and rural access by providing an interstate highway connection between the Port of Virginia, CSX's new Carolina Connector (CCX) Intermodal Rail Terminal, and Raleigh, NC while supporting regional and national economic vitality, resiliency, and environmental justice through the deployment of innovative technology and creative infrastructure investments. By strategically upgrading the Future I-87 and US 64 corridors, the project will provide much needed investment to serve and fortify an underserved, rural region of North Carolina that has not proportionally shared in the state's prosperity.

Submitter Recommendations/Motions: Staff recommends approving the letter of support.

Attachments:

BOARD OF COMMISSIONERS
Frankie Waters, Chairman
Jerry E. Langley, Vice Chairman
Ed Booth
Stan Deatherage
John Rebholz
Hood Richardson
Randy Walker

BEAUFORT COUNTY
NORTH CAROLINA

COUNTY OFFICIALS
Brian M. Alligood, County Manager
Katie Mosher, Clerk to the Board
Anita Radcliffe, Finance Director
David Francisco, County Attorney

April 5, 2021

Honorable Pete Buttigieg
U.S. Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Buttigieg,

The program of investments outlined in the North Carolina Department of Transportation's (NCDOT's) Future I-87 Resiliency, Innovation, Safety, Economy Project (the "Future I-87 RISE Project" or "the Project" hereafter) application to the U.S. Department of Transportation's INFRA Program offers an opportunity for eastern North Carolina to Build Back Better. Beaufort County, NC strongly supports this innovative and cost-effective Project. The Future I-87 RISE Project will improve freight mobility and rural access by providing an interstate highway connection between the Port of Virginia, CSX's new Carolina Connector (CCX) Intermodal Rail Terminal, and Raleigh, NC while supporting regional and national economic vitality, resiliency, and environmental justice through the deployment of innovative technology and creative infrastructure investments. By strategically upgrading the Future I-87 and US 64 corridors, the project will provide much needed investment to serve and fortify an underserved, rural region of North Carolina that has not proportionally shared in the state's prosperity.

The Project will improve 179 miles of US 64 and US 17 to interstate standards while fortifying a section of US 64 that is part of the United States Army Corps of Engineers (USACE) levee system protecting the vulnerable Town of Princeville, a historic African-American town that is experiencing increasingly frequent and severe flooding events due to climate change. These improvements will mitigate road flooding and address environmental justice concerns being exacerbated by climate change. Collectively, the Project will offer rural residents a safer and faster travel option to access the Raleigh job market. Moreover, Future I-87 and the U.S. 64 extension out to the coast are important evacuation routes; the Project's upgrades will ensure these roadways function optimally during weather emergencies to safely and efficiently allow eastern North Carolina residents to get out of harm's way.

The Project is a large step forward in realizing North Carolina's vision to build out a resilient network of freight distribution corridors in eastern North Carolina. The future I-87 corridor traverses rural eastern North Carolina, connecting Raleigh, NC at its southern terminus and the Hampton Roads-Norfolk region in Virginia at its northern terminus. When fully completed, this corridor will serve as an interstate connection between the Port of Virginia and I-95. This corridor is critical to connecting northeastern North Carolina industries and farms to their best export option through the Port of Virginia. Improvements along the future I-87 corridor will also capitalize on the $270M investment in the Carolina Connector Intermodal Rail Terminal (CCX) by strengthening the highway connections between CCX, the I-95 corridor, and the Port of Virginia. It is projected that activity at CCX will increase access to national and global markets for North Carolina ports and businesses and increase the efficiency of the movement of goods, producing regionally significant economic trade benefits.

The Project will install fiber optic cable along the entire length of the future I-87 corridor, as well as the extension of U.S. 64 from Williamston to Whalebone. This investment will permit NCDOT to implement state-of-the-art wind and flood monitoring, traveler information signs, and integrated corridor management system to better manage the vehicular movement in a coordinated manner with I-95 and U.S. 70 (future I-42) where fiber is already being installed, prepare for the future implementation of connected and autonomous vehicles, enhance broadband capability in this underserved rural area, and offer the potential for revenue opportunities to NCDOT through the lease of excess fiber capacity. Furthermore, the expansion of fiber into North Carolina's more rural counties will work to ameliorate the inequities of access that have been highlighted during the COVID-19 pandemic. The installation of fiber will also represent a sound investment due to the projected revenue generation the state will see from providing a fiber/broadband "backbone" for additional incremental private investment in network expansion to rural areas.

While the Project addresses multiple evaluation criteria for the INFRA program, improving the economic competitiveness of eastern North Carolina's rural communities along future I-87 lies at the heart of this project. This INFRA grant, when combined with significant state investment in resilience measures throughout the Project corridors and an 39.6 million investment by the United States Army Corps of Engineers to protect Princeville from flooding, would position North Carolina to immediately move forward to improve safety, address key bottlenecks, and further build out the backbone of its eastern freight network while simultaneously improving the resiliency of communities along 2 key evacuation routes used by residents of North Carolina and neighboring states during extreme weather events. The Project is a prudent investment that will increase the return on prior federal investments and proactively protect existing transportation assets, thereby preventing future losses.
<Optional brief overview of the business/organization and its place/importance in the area/region>
For these reasons, we strongly urge you to support the Future I-87 Resiliency, Innovation, Safety, Economy Project and the NCDOT's application for federal INFRA grant funding to accelerate its construction.

Sincerely,

Frankie Waters, Chair

BEAUFORT COUNTY ADMINISTRATION BUILDING
121 West 3rd Street * Washington, North Carolina 27889 * Phone (252) 946-0079 * Fax (252)-946-7722

Beaufort County
Agenda Abstract

Meeting Date: April 5, 2021

Agenda Section: Item for Decision

Presenter: Martyn Johnson, Economic Development Director

Agenda Title: Letter of Support for Seasonal Passenger Ferry Line

Summary of Information: A seasonal passenger ferry line from Beaufort County to Ocracoke Island would be a game changer for tourism in Beaufort County, surrounding Counties and for Ocracoke Island.

Additional tourism would add to Beaufort County's diverse economy by increasing the retail, events, recreation, arts, entertainment, hotel and restaurant trade in our County and historic communities. This additional trade could be the salvation for eastern Beaufort County and surrounding areas who have seen population declines as employment in manufacturing and agriculture has declined. Not only could the ferry service be connected to the County's communities by road but they could also be served as they were historically by boat with a water taxi service.

Being only 1 hour off I-95 and 2 hours from the Raleigh/Durham metropolitan area a seasonal passenger ferry line from Beaufort County to Ocracoke Island would be in easy driving distance of millions of tourists. The Greenville/ Washington Combined Statistical Area itself boasts of more than 150,000 people including over 29,000 students and 2,000 faculty at ECU. Within a two-hour drive of Beaufort County there are over 2,850,000 people for the ferry service to attract to the area.

The demand for a seasonal passenger ferry line from Beaufort County to Ocracoke Island and the subsequent impact on the communities of Beaufort, Pitt and surrounding Counties will be immense.

Alternatives: 2-hour drive to Swan Quarter or private boats.

Submitter Recommendations/Motions: Staff recommends approving the letter of support for a NCDOT seasonal ferry line from Beaufort County to Ocracoke Island.

Attachments:

BOARD OF COMMISSIONERS
Frankie Waters, Chairman
Jerry E. Langley, Vice Chairman
Ed Booth
Stan Deatherage
John Rebholz
Hood Richardson
Randy Walker

BEAUFORT COUNTY
NORTH CAROLINA

COUNTY OFFICIALS
Brian M. Alligood, County Manager
Katie Mosher, Clerk to the Board
Anita Radcliffe, Finance Director
David Francisco, County Attorney

April 5, 2021

Secretary Eric Boyette
N.C. Department of Transportation
Transportation Building
1 S. Wilmington St.
Raleigh, NC 27601

RE: Seasonal passenger ferry line from Beaufort County to Ocracoke Island

Dear Secretary Boyette,

The Beaufort County Board of Commissioners fully supports a seasonal passenger ferry line from Beaufort County to Ocracoke Island which would be a game changer for tourism in Beaufort County, surrounding Counties and for Ocracoke Island. Ever since the Secotan Confederation and the Pomouik Nation lived in Beaufort County the County's livelihood has been tied to the Pamlico and Tar Rivers. Today's Beaufort County has a diverse economy bolstered by the rivers which attract boat builders, workers for QOL, tourists, residents, and seafood businesses

Additional tourism would add to Beaufort County's diverse economy by increasing the retail, events, recreation, arts, entertainment, hotel and restaurant trade in our County and historic communities. This additional trade could be the salvation for eastern Beaufort County and surrounding areas who have seen population declines as employment in manufacturing and agriculture has declined. The eastern areas on the County are part of the early history of NC with native Americans settling the area before European settlers who created the first port in NC. These areas are connected by roads but could also be served as they were historically by boat with a water taxi service.

Being only 1 hour off I-95 and 2 hours from the Raleigh/Durham metropolitan area a seasonal passenger ferry line from Beaufort County to Ocracoke Island would be in easy driving distance of millions of tourists. The Greenville/ Washington Combined Statistical Area itself boasts of more than 150,000 people including over 29,000 students and 2,000 faculty at ECU. Within a two-hour drive of Beaufort County there are over 2,850,000 people for the ferry service to attract to the area.

The demand for a seasonal passenger ferry line from Beaufort County to Ocracoke Island and the subsequent impact on the communities of Beaufort, Pitt and surrounding Counties will be immense. We hope the NCDOT study being undertaken by NCSU will take every aspect of the project into consideration. Thank you for your support in this matter. We look forward to a successful conclusion to the ferry service study.

Sincerely,

Frankie Waters, Chair

Cc Governor Cooper
Senator Bazemore
Representative Kidwell
Secretary Sanders

BEAUFORT COUNTY ADMINISTRATION BUILDING
121 West 3rd Street * Washington, North Carolina 27889 * Phone (252) 946-0079 * Fax (252)-946-7722

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Commissioner John Rebholz

Agenda Title: Frontline Workers Resolution

Summary of Information: Commissioner Rebholz would like the Board to consider approving the attached resolution entitled "*Resolution Recognizing Covid-19 Frontline Workers*".

Submitter Recommendations/Motions: Staff will follow the Board's direction.

Attachments:

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Resolution Recognizing Covid-19 Frontline Workers

Whereas, COVID–19 is a generational event that has impacted every aspect of our country; and

Whereas, the fight against COVID–19 is America's latest war, and our Health Department workers, EMS, Police, fire, volunteers, and more are on the front lines and we have called on our frontline workers to serve their County during this pandemic; and

Whereas, frontline workers have answered this call and carried out their critical missions to protect the health and safety of our community and to minimize the disruption that COVID–19 has caused to our daily lives; and

Whereas, Health Department workers, EMS, Police, fire, volunteers, and more on the front lines have put themselves in harm's way to care for our citizens, COVID–19 or otherwise; and

Whereas, the Health Department workers, EMS, Police, fire, volunteers, and more on the front lines have continued to meet their existing responsibilities to maintain safety and public health while overcoming staggering new COVID–19 challenges; and

Whereas, these workers, and other frontline workers, have continued to perform critical and essential missions during the COVID–19 pandemic.

Now, therefore, be it resolved the Beaufort County Board of Commissioners recognizes and applauds the contributions of these frontline workers during the COVID–19 pandemic and appreciates that they have answered the call to serve their county during these unprecedented times.

Be it further resolved, that we commend the frontline workers who have risked their own health and safety, as well as the health and safety of their loved ones, to continue their work during the COVID–19 pandemic.

Be it further resolved, that we hail these acts of heroism that have allowed essential services to continue operating, minimized the inevitable disruption to Americans' daily lives, and played a critical role in protecting the health and safety of our community and recognize the immense debt of gratitude that we owe frontline workers for their heroic and selfless service during the COVID–19 pandemic, and we thank them.

Adopted this the 5th day of April, 2021.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioner

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Commissioner John Rebholz

Agenda Title: Term Limit Resolution

Summary of Information: Commissioner Rebholz would like the Board to consider the following resolution:

Whereas, *according to a recent Gallop poll, the majority of the population, including the majority of both parties, and 74% of North Carolinians believe that the only way to clean up Congress is to impose term limits. Proposed limits are two terms for U.S. Senators and six terms for U.S. Congress; and*

Whereas, *the North Carolina House, with the Senate concurring, has passed Resolution 172 making an application to Congress, as provided by Article V of the Constitution of the United States for the purpose of proposing an Amendment to the United States Constitution to impose term limits on members of Congress.*

Therefore, Be It Resolved, *we hereby raise the collective voice of the Beaufort County Board of Commissioners in support of Resolution 172. We direct a copy of this resolution be sent to the Speaker of the North Carolina House of Representatives and the President Pro Tempore of the North Carolina Senate.*

Submitter Recommendations/Motions: Staff will follow the direction of the Board.

Attachments:
1. Term Limit Resolution

Resolution in Support of North Carolina Joint Resolution 172 Dated March 2, 2021

Whereas, according to a recent Gallop poll, the majority of the population, including the majority of both parties, and 74% of North Carolinians believe that the only way to clean up Congress is to impose term limits. Proposed limits are two terms for U.S. Senators and six terms for U.S. Congress; and

Whereas, the North Carolina House, with the Senate concurring, has passed Resolution 172 making an application to Congress, as provided by Article V of the Constitution of the United States for the purpose of proposing an Amendment to the United States Constitution to impose term limits on members of Congress.

Therefore, Be It Resolved, we hereby raise the collective voice of the Beaufort County Board of Commissioners in support of Resolution 172. We direct a copy of this resolution be sent to the Speaker of the North Carolina House of Representatives and the President Pro Tempore of the North Carolina Senate.

Adopted this the 5th day of April, 2021

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioner

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021

H 2

HOUSE JOINT RESOLUTION 172
Corrected Copy 3/2/21

Sponsors: Representatives Clampitt, McNeely, Sasser, and Moore (Primary Sponsors).
For a complete list of sponsors, refer to the North Carolina General Assembly web site.

Referred to: Judiciary 1, if favorable, Rules, Calendar, and Operations of the House

March 1, 2021

A JOINT RESOLUTION APPLYING TO CONGRESS FOR AN ARTICLE V CONVENTION OF THE STATES FOR THE PURPOSE OF PROPOSING AN AMENDMENT TO THE UNITED STATES CONSTITUTION TO IMPOSE TERM LIMITS ON MEMBERS OF CONGRESS.

Be it resolved by the House of Representatives, the Senate concurring:

SECTION 1. The legislature of North Carolina hereby makes an application to Congress, as provided by Article V of the Constitution of the United States of America, to call a convention limited to proposing an amendment to the Constitution of the United States of America to set a limit on the number of terms that a person may be elected as a Member of the United States House of Representatives and to set a limit on the number of terms that a person may be elected as a Member of the United States Senate.

SECTION 2. The Secretary of State is hereby directed to transmit copies of this application to the President and Secretary of the Senate of the United States and to the Speaker, Clerk, and Judiciary Committee Chairman of the House of Representatives of the Congress of the United States, and copies to the members of the said Senate and House of Representatives from this State, also to transmit copies hereof to the presiding officers of each of the legislative houses in the several states, requesting their cooperation.

SECTION 3. This application shall be considered as covering the same subject matter as the applications from other states to Congress to call a convention to set a limit on the number of terms that a person may be elected to the House of Representatives of the Congress of the United States and the Senate of the United States, and this application shall be aggregated with same for the purpose of attaining the two-thirds of states necessary to require Congress to call a limited convention on this subject but shall not be aggregated with any other applications on any other subject.

SECTION 4. This application constitutes a continuing application in accordance with Article V of the Constitution of the United States of America until the legislatures of at least two-thirds of the several states made applications on the same subject.

SECTION 5. This resolution is effective upon ratification.

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Commissioner John Rebholz

Agenda Title: Dissolve County Police Committee

Summary of Information: Request to dissolve the Beaufort County Police Committee.

Submitter Recommendations/Motions: Motion to dissolve the County Police Committee.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Chairman Frankie Waters

Agenda Title: NC 811 Safe Digging Month Resolution

Summary of Information: Howard Corey, Education Liaison for North Carolina 811 has requested the Board consider the attached resolution entitled "Proclamation Designating April 2021 as "North Carolina 811 Safe Digging Month".

Submitter Recommendations/Motions: Staff will follow the Board's direction.

Attachments:

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Proclamation Designating
April 2021 as "North Carolina 811 Safe Digging Month"

WHEREAS, as utility owners, excavators, designers, and homeowners work to keep pace with North Carolina's economic development, it is important to minimize damages to underground utility lines, danger to workers and the general public, environmental impact, and loss of utility services to the citizens of North Carolina; and

WHEREAS, North Carolina 811, a utility service notification center and leader in education celebrates its 43rd year of continuous service to the State, is key to preventing injuries and damages when excavating; and

WHEREAS, this unique service provides easy, one-call notification about construction and excavation projects that may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage, minimizing utility service interruptions and protecting the environment; and

WHEREAS, this vital service, which began in 1978 serves the citizens of North Carolina from the mountains to the coast, educates stakeholders about the need for excavation safety whether the project is as small as planting a tree to designing and beginning construction on a new interstate; and

WHEREAS, in 2020, the North Carolina one call system received 2.1 million notification requests and transmitted over 12.2 million requests, providing protection to utility companies infrastructure, their employees, excavators, and customers.

NOW, THEREFORE, BE IT RESOLVED, That Beaufort County has designated the month of April 2021 as "North Carolina 811 Safe Digging Month" to encourage all excavators and homeowners of Beaufort County to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to "Know What's Below," avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days' notice is the law, for safe digging is no accident, and that more information may be obtained by visiting www.nc811.org.

Adopted this the 5th day of April, 2021

_____
Jerry Evans, Chairman
Beaufort County Board of Commissioner

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Chairman Frankie Waters

Agenda Title: FTE's for Sheriff's Office 21-22 Fiscal Year

Summary of Information: Consideration of funding 94 FTE's in the Sheriff's Office, Detention Center and 911 Communications for the 2021-22 fiscal year.

Submitter Recommendations/Motions: Motion to fund in the 2021-22 Budget a total of 94 FTEs in the Sheriff's Office, Dentention Center & 911 Communications.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Randy Walker

Agenda Title: School Resource Officer Position and Vehicle Discussion

Summary of Information: Commissioner Walker would like to hold a discussion regarding the school resource officer situation as well as what to do with the vehicles.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Brenda Hamilton Investigation Update

Summary of Information: Commissioner Richardson is requesting a report on the status of the Brenda Hamilton investigation from the County Manager and the Sheriff.

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 04/05/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Jail Door Repair Report

Summary of Information: Commissioner Richardson is requesting an update on the jail repairs from the Public Works Director and the Sheriff.

Submitter Recommendations/Motions: Information only.

Attachments:

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

March 10, 2021

Sheriff Ernie Coleman (via email)
Beaufort County Detention Center
210 North Market Street
Washington, NC 27889

RE: Beaufort County Detention Center
FID #110588
Semiannual Inspection

Dear Sheriff Coleman:

On February 24, 2021, the Division of Health Service Regulation (DHSR) - Construction Section Jails and Detention Unit inspected your facility to determine compliance with 10 NCAC Subchapters 14J-Jails, Local Confinement Facilities. This inspection found no deficiencies, no corrective action is necessary, and no further action on your part is required.

If you have any questions, please do not hesitate to call me at (919) 855-3893.

Sincerely,

Charles B. Brown

Charles B. Brown
Jail Inspector
DHSR-Construction Section
919-855-3893

cc: Mr. Frankie Waters, Chairman, Beaufort Board of Commissioners (via email)
Mr. Brian Alligood, Beaufort County Manager (via email)
Ms. Laquisha Latham, Beaufort County Detention Center Administrator (via email)

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	110588	A. BUILDING: _____ B. WING _____	02/24/2021

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
BEAUFORT COUNTY DETENTION CENTER	210 NORTH MARKET STREET WASHINGTON, NC 27889

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
J 00	Initial Comments Charles Brown conducted the inspection. This bi-annual jail inspection was conducted as per 10A NCAC 14J JAILS, LOCAL CONFINEMENT FACILITIES Rules. This building was approved for use in 1972 under North Carolina State Building Code (NCSBC) 1967 Edition with an occupancy classification of Group I- 3. The jail design capacity is 72 male beds and 13 female beds with a total design capacity of 85 beds. Due to government travel restrictions as a result of Covid-19, this inspection was conducted through a virtual process. The facility provided all required documents, life safety system inspection records, supervision rounds, and photographs of the physical facility as listed on the Virtual Jail Inspection During COVID-19 Pandemic Check Sheet. The information was provided via email and the US Postal Service as applicable. No deficiencies were found at the time of virtual inspection. No further action is required.	J 00		

Division of Health Service Regulation
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE TITLE (X6) DATE

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Board Operations Discussion

Summary of Information: Commissioner Richardson would like to hold a discussion regarding Board operations.

Submitter Recommendations/Motions: Discussion only.

Attachments:

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Beaufort County Board of Commissioners
Rules of Procedure

I. APPLICABILITY

Rule 1. Applicability of Rules

These rules apply to all meetings of the Board of Commissioner of Beaufort County at which the Board is empowered to exercise any of the executive, quasi-judicial, administrative, or legislative powers conferred on it by the law.

II. OPEN MEETINGS

Rule 2. Meetings to Be Open

(a) It is the public policy of North Carolina and of Beaufort County that the hearings, deliberation, and actions of this Board and its committees be conducted openly.

(b) Except as otherwise provided in these rules and in accordance with applicable law, each official meeting of the Beaufort County Board of Commissioners shall be open to the public and any person is entitled to attend such a meeting.

(c) For the purpose of the provisions of these rules concerning open meetings, an official meeting of the Board is defined as any gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of Board members for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting public business with the jurisdiction, real or apparent, of the Board.

Rule 3. Closed Sessions

(a) Notwithstanding the provisions of Rule 2, the Board may hold a closed session and exclude the public under the following circumstances and no other:

1. To prevent the disclosure of information that is privileged or confidential pursuant to the law of this state or of the United States, or is not considered a public record within the meaning of Chapter 132 of the General Statutes.

2. To consult with the county attorney or another attorney employed or retained by the County in order to preserve the attorney-client privilege.

3. To discuss matters relating to the location or expansion of industries or other businesses in the County.

4. To consider and take action with respect to the position to be taken by the County in negotiating the price or other material terms of an agreement for the acquisition or lease of real property.

5. To consider and take action with respect to the position to be taken by the County in negotiating the amount of compensation or other material terms of an employment contract.

6. To consider the initial employment or appointment of an individual to any office or position, other than a vacancy in the Board of County Commissioners or any other public body, and to consider the qualifications. competence, performance, character, and fitness of any public officer or employee, other than a member o the Board of Commissioners or of some other public body.

7. To hear or investigate a charge or complaint by or against an individual officer or employee.

8. To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.

(b) The Board may go into closed session only upon motion made and adopted at an open meeting. A motion to go into closed session must cite one or more of the permissible purposes listed in subsection (a) of this rule. In addition, a motion to go into closed session pursuant to Rule 3(a)(1) must state the name or citation of the law that renders the information to be discussed privileged or confidential, and a motion to go into closed session pursuant to Rule 3(a)(2) must identify the parties in each existing lawsuit, if any, concerning which the Board expects to receive advice during the closed session.

(c) Unless the motion to go into closed session provides otherwise, the County Manager, County Attorney, and Clerk to the Board may attend the closed session. No other person may attend the closed session unless specifically invited by majority vote of the Board.

III. ORGANIZATION OF THE BOARD

Rule 4. Organizational Meeting

(a) Even Numbered Years: At the first regular meeting in December, of each even numbered year, the first order of business shall be the approval of any prior minutes and consent agenda. If they have not already been sworn and inducted into office, the newly elected members of the Board shall take and subscribe the oath of office as the second order of business. Next the Board shall elect a chair and vice-chair from among its members and the chairman will assign seating arrangements to the new Board.

(b) Odd Numbered Years: At the first regular meeting in December of each odd numbered year, the first order of business shall be approval of the minutes of the previous meeting. The second order of business shall be election of the chair and vice-chair from among its members and the chairman will assign seating arrangements to the Board.

Rule 5. Election of Chair

The chair of the Board shall be elected annually for a term of one year and shall not be removed from the office of chair unless he or she becomes disqualified to serve as a member of the Board.

(Change in method of electing Chairman as described in December 1, 2008 minutes – Resolution)

1. The Chairman and Vice-Chairman of the Board of Commissioners will be elected by a majority vote when there are three or more nominations. In the event the resulting vote tally is 3-2-2 for each of the three nominees respectively, there shall be a run-off between the two nominees tied for second place. There would then be a second vote placing the nominee originally receiving 3 votes in direct competition with the nominee winning the above-mentioned run-off.

2. The Board's action to fill all other appointments excluding chairman and vice-chairman shall be awarded with a "plurality without a majority". In the event a resulting vote tally is 3-2-2, the nominee receiving 3 votes is awarded the appointment.

3. When considering any appointment that receives three or more nominees, any single County Commissioner may request a three-minute caucus with one or two other Commissioners provided that the requested caucus occurs immediately after hearing the three nominated individuals and immediately before the original vote on the three nominated individuals. (This item was amended December 2008).

IV. REGULAR AND SPECIAL MEETINGS

Rule 6. Regular and Special Meetings

(a) Regular Meetings: The Board shall hold a regular meeting on the first Monday of each month. If a regular meeting day is a holiday on which County offices are closed, the meeting shall be held on the day as may be specified in the motion adjourning the immediately preceding regular meeting.

Regular meetings shall be held at Room 111, 121 West 3rd Street and shall begin at the time assigned by the Board. The Board may change the place or time of a particular regular meeting or all regular meetings within a specified time period by resolution adopted, posted, and notice given no less than seven days before the change takes effect. Such a resolution shall be filed with the Clerk to the Board and posted at or near the regular meeting place, and copies shall be sent to all persons who have requested notice of special meetings of the Board.

(b) Special Meetings: The chair or a majority of the members of the Board may at any time call a special meeting of the Board by signing a notice stating the time and place of the meeting and the subjects to be considered. The person or persons who call the meeting shall cause the notice to be posted on the door of the regular meeting place and delivered to the chair and all other board members or left at the usual dwelling place of each member at least 48 hours before the meeting. In addition, the notice shall be mailed or delivered to individual persons and news media organizations who have requested such notice as provided in subsection (d), below. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.

(c) Emergency Meetings: If a special meeting is called to deal with an unexpected circumstance that requires immediate consideration by the Board, the notice requirements of this rule do not apply. However, the person or persons who call an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations who have requested notice of special meetings as provided in subsection (d), below, shall be notified of such emergency meetings by the same method used to notify Board members. Only business connected with the emergency may be discussed at the meeting.

(d) Sunshine List: Any individual person and any newspaper, wire service, radio station, and television station may file with the Clerk to the Board of Commissioners a written request for notice of all special meetings of the Board. Requests by individuals and news media organizations must be renewed annually on or before June 30.

(e) Work Sessions and Committee Meetings: The Board may schedule work sessions, committee meetings, or other informal meetings of the Board or a majority of the members of the Board at such times and with respect to such subject matter as may be established by resolution or order of the Board. A schedule of any such meetings that are held on a regular basis shall be filed in the same place and manner as scheduled of regular meetings. Work sessions and other informal official meetings nor held on a regular schedule are subject to the same notice requirements as special Board meetings.

Rule 7. All Meetings Within the County

All meetings shall be held within the boundaries of Beaufort County except as otherwise provided herein.

(a) A joint meeting with the governing board of any other political subdivision of this state or any other state may be held within the boundaries of either subdivision as may be stated in the call of the meeting. At any such joint meeting, this Board reserves the right to vote separately on all matters coming before the joint meeting.

(b) A special meeting called for the purpose of considering and acting upon any order or resolution requesting members of the General Assembly representing all or any portion of this County to support or oppose any bill pending in the General Assembly or proposed for introduction therein may be held in Raleigh or such other place as may be stated in the call of the meeting.

Rule 8. Broadcasting and Recording Meetings

(a) Except as provided in this rule, any radio or television station is entitled to broadcast all or any part of an officia meeting of the Board that is required to be open to the public. Any person may photograph, film, tape-record, or otherwise reproduce any part of a meeting required to be open.

(b) Any radio or television station wishing to broadcast any portion of an official meeting of the Board shall so notify the County Manager no later than twenty-four hours before the meeting. If the number of requests or the quantity and size of the necessary equipment is such that the meeting cannot be accommodated in the designated meeting room and no suitable alternative site (in the county office building) is available, the county manager may require the news media either to pool equipment and personnel or to secure and pay the costs of an alternative meeting site that is mutually agreeable to the Board and the media representatives.

V. AGENDA

Rule 9. Agenda

(a) The County Manager shall prepare the agenda for each regular, special, and emergency meeting. A request to have an item of business placed on the agenda for a regular meeting must be received at least five working days before the meeting. Any Board member may, by a timely request, have an item placed on the agenda.

(b) The agenda packet shall include the agenda document, any proposed ordinances or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda. A copy of the agenda packet shall be delivered to each member of the Board at least forty-eight hours before the meeting. Documents in the agenda packet, if not previously available for public inspection, shall become so when packets have been delivered to each Board member or left at his or her usual dwelling.

(c) The Board may, by majority vote, delete, add an item that is not on the agenda.

(d) The Board may, by majority vote, delete, postpone or reschedule any or multiple items placed on the agenda.

(e) No item will be considered for purposes of taking action by the Board of Commissioners unless it is in the Commissioners hands three days prior to any meeting, with the exception of Special Called Meetings, or to take up as an emergency item, with a five to two vote approving the item.

Rule 10. Informal Public Comments

The agenda of each regular meeting shall include a period of at least twenty minutes for comments from members of the public in attendance. The chair will first recognize individuals or groups who have made a prior appointment to be heard, and then may recognize others, subject to available time. The Chair may specify the time allotted to each speaker.

VI. CONDUCT OF DEBATE

Rule 11. Powers of the Chair

The chair shall preside at all meetings of the Board. A member must be recognize by the chair in order to address the Board. The chair shall have the following powers:

(a) To rule on points of parliamentary procedure, including the right to rule out of order any motion patently offered for obstructive or dilatory purposes.

(b) To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground.

(c) To call a brief recess at any time.

(d) To adjourn in an emergency.

Rule 12. Action by the Board

The Board shall proceed by motion. Any member, including the chair, may make a motion.

Rule 13. Second Required

A motion shall require a second in order to be voted on or discussed.

Rule 14. One Motion at a Time

A member may make only one motion at a time.

Rule 15. Substantive Motion

A substantive motion is out of order while another substantive motion is pending.

Rule 16. Adoption by Majority Vote

A motion shall be adopted if approved by a majority of the votes cast, a quorum being present, unless an extraordinary majority is required by these rules or the laws of North Carolina.

Rule 17. Debate

The chair shall state the motion and then open the floor to debate, presiding over the debate according to these general principles:

(a) The member making the motion or introducing the ordinance, resolution, or order is entitled to speak first.

(b) A member who has not spoken on the issue shall be recognized before someone who has already spoke.

Rule 18. Procedural Motions

(a) In additional to substantive proposals, the procedural motions listed in subsection (b) of this rule, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption.

(b) In order of priority (if applicable), the procedural motions are:

1. *To Adjourn*

   The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter.

2. *To Take a Recess*
3. *To Call to Follow the Agenda*

   The motion must be made at the first reasonable opportunity or it is waived.

4. *To Suspend the Rules*

   The motion requires a vote equal to a quorum.

5. *To Defer Consideration*

   A substantive motion whose consideration has been deferred expires one hundred days thereafter, unless a motion to revive consideration is adopted.

6. *To Call the Question*

   The motion is not in order until there have been at least ten minutes of debate and every member has had one opportunity to speak.

7. *To Postpone to a Certain Time or Day*

8. *To Amend*

   An amendment to a motion must be germane to the subject of the motion, but it may not achieve the opposite effect of the motion. There may be an amendment to the motion and an amendment to an amendment, but no further amendments. Any amendment to a proposed ordinance shall be reduced to writing.

9. *To Revive Consideration*

   The motion is in order at any time within one hundred days of a vote deferring consideration of it. A substantive motion on which consideration has been deferred expires one hundred days after the deferral, unless a motion to revive consideration is adopted.

10. *To Reconsider*

    The motion must be made at the same meeting at which the original vote was taken, and by a member who voted with the prevailing side. The motion cannot interrupt deliberation on a pending matter but is in order at any time before adjournment.

11. *To Prevent Reconsideration for Six Months*

    The motion shall be in order immediately following the approval or defeat of a substantive motion and at no other time. The motion requires a vote equal to a quorum and is valid for six months or until the next regular election of County Commissioners, whichever occurs first.

Rule 19. Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before the chair puts the motion to a vote.

Rule 20. Duty to Vote

It is the duty of each member to vote unless excused by a majority vote according to law. The Board may excuse members from voting on matters involving their own financial interest or official conduct. A member who wishes to be excused from voting shall so inform the chair, who shall take a vote of the remaining members. A member who is present at the meeting who fails to vote, not have been excused, shall be recorded as voting in the affirmative.

Rule 21. Prohibition of Secret Voting

No vote may be taken by secret ballot. If the Board decides to vote by written ballot, each member shall sign his or her ballot and the minutes shall record the vote of each member. These ballots shall be retained and made available for public inspection until the minutes of that meeting have been approved, at which time they may be destroyed.

Rule 22. Introduction of Ordinances

A proposed ordinance shall be deemed introduced at the first meeting at which it is on the agenda, regardless of whether it is actually considered by the Board, and its introduction shall be recorded in the minutes.

Rule 23. Adoption, Amendment, or Repeal of Ordinances

To be adopted at the meeting where first introduced, an ordinance or any action with the effect of an ordinance, or any ordinance emending or repealing an existing ordinance (except the budget ordinance, a bond order, or another ordinance requiring a public hearing before adoption) must be approved by all members of the Board of Commissioners. If the proposed measure is approved by a majority of those voting but not all the members of the Board, or if the measure is not voted on at the meeting where introduced, it shall be considered at the next regular meeting of the Board. If the proposal receives a majority of the votes cast at the next meeting or within one hundred days of being introduced, it is adopted.

Rule 24. Quorum

A majority of the Board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members present, he or she shall be counted as present for the purposes of determining whether a quorum is present. The Board may compel the attendance of an absent member by ordering the Sheriff to take a member into custody.

Rule 25. Public Hearing

Public hearings deemed advisable to the Board shall be organized by a special order, adopted by a majority vote, setting forth the subject, date, place, and time of the hearing as well as any rules.

Rule 26. Quorum at Public Hearings

A quorum of the Board shall be required at all public hearings required by law.

Rule 27. Minutes

Minutes shall be kept of all Board meetings.

Rule 28. Appointments

The Board shall use the following procedures to make appointments to fill vacancies in the Board itself or other boards and public offices over which the Board has power of appointment. The chair shall open the floor to nomination, whereupon the members shall put forward and debate names of possible appointees. When the debate ends, the chair shall call the name of each nominee and the members shall vote.

It is the duty of each member to vote for one appointee for each appointment to be made.

VII. Effective Date

Rule 29. Effective Date

These rules of procedure shall become effective upon adoption by the Beaufort County Board of Commissioners and shall replace and supersede any and all prior rules adopted by the Board. These rules shall remain in effect until amended or repealed by the Beaufort County Board of Commissioners.

Originally adopted March 10, 1999 by unanimous vote.

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: County Police Force Update

Summary of Information: Commissioner Richardson will give a report from the County Police Force Committee.

Submitter Recommendations/Motions: Report only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Request Sheriff Appear Before the Board

Summary of Information: Commissioner Richardson would like the Board to consider a motion to invite the Sheriff to appear before the Board during the May 3, 2021 Board of Commissioners meeting.

Submitter Recommendations/Motions: Motion to invite the Sheriff to appear before the Board at the May 3, 2021 meeting.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Beaufort County Bill of Rights Article II Sanctuary

Summary of Information: Commissioner Richardson would like the Board to consider approving the following resolution:

Whereas, *recent comments made by the President of the United States, Joseph Biden, indicate actions on his part individually and/or in collaboration with the US Senate and House of Representative to violate the gun rights of American citizens; and*

Therefore, Be It Resolved, *the Beaufort County Board of Commissioners declare Beaufort County, North Carolina to be a US Constitution Bill of Rights Article II sanctuary. No person shall be deprived by Beaufort County Government, or divisions thereof, of his rights to keep and bear arms except as determined by the restrictive laws of the State of North Carolina.*

This resolution shall be presented to the other 99 counties, the Governor of North Carolina, our NC House and Senate representatives, and the Sheriff of Beaufort County.

Submitter Recommendations/Motions: Motion to approve the resolution as presented.

Attachments: