Beaufort County Board of Commissioners
Agenda for Monday, May 3, 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) American Rescue Plan Act Suggestions	**5**	5:50 PM
G) Legislative Updates for Elected Officials	**7**	6:00 PM
H) Items for Consent		6:15 PM
1. Budget Amendment, Health Dept – James Madson, Health Director	**8**	
2. Surplus, Health Dept – James Madson, Health Director	**10**	
3. Vehicle Surplus, Sheriff's Office – Captain Jeremy Hewitt, Sheriff's Office	**11**	
4. Surplus Vehicle to Old Ford Fire Department – Captain Jeremy Hewitt, Sheriff's Office	**13**	
5. Surplus. Tax Assessor – Lloyd Salter, Tax Assessor	**16**	
6. Surplus, DSS – Kelly Smith, DSS Operation Program Administrator	**17**	
7. Tax Collector Refunds – Wyn Kinion, Tax Collector	**25**	
8. Tax Assessor Refunds – Lloyd Salter, Tax Assessor	**28**	
9. Juvenile Crime Prevention Council Certification – Brian Alligood, County Manager	**30**	
10. BCCC Board of Trustee Reappointment – Katie Mosher, Clerk to the Board	**35**	
11. Approval of Board of Commissioner Minutes – Katie Mosher, Clerk to the Board	**37**	
I) Items for Discussion and Decision – Health Department		
1. Covid-19 Update – James Madson, Health Director	**405**	6:20 PM
2. Health Dept WIC Position Reclassification – James Madson, Health Director	**406**	6:30 PM
J) Item for Discussion – Finance Department		
1. Final Approval of Refinancing General Obligation School Refund Bonds, Series 2012, 2015, 2017 – Anita Radcliffe, Chief Finance Officer	**407**	6:35 PM
2. Finance Report – Anita Radcliffe, Chief Finance Officer	**452**	6:45 PM
K) Item for Decision – Soil and Water		
1. Accept Contracts and Adopt Project Budget Ordinance – Ann Williams, Office Manager	**453**	6:55 PM
BREAK		7:00 PM
L) Item for Decision – Emergency Management		
1. Receive NC Veterinary Medical Assoc Animal Shelter Grant – Billy Lassiter, Chief Animal Control Officer and Carnie Hedgepeth, Director, Emergency Services	**534**	7:15 PM
2. Receive Petco Love Animal Shelter Grant - Billy Lassiter, Chief Animal Control Officer and Carnie Hedgepeth, Director, Emergency Services	**536**	7:20 PM
3. Hazard Mitigation State Centric Implementation – Carnie Hedgepeth, Director, Emergency Services	**539**	7:25 PM
M) Item for Decision – Public Works		
1. Chlorine Conversion Project – Christina Smith, Public Works Director	**543**	7:30 PM

2. Approval of Purchase Order – Christina Smith, Public Works Director **556** 7:35 PM
3. Award Landfill Contract – West Overman, Deputy Public Works Director **559** 7:40 PM
4. Buck Jones Site Lease – West Overman, Deputy Public Works Director **593** 7:45 PM

N) Item for Discussion and Decision – Economic Development

1. Economic Impact of Covid on Beaufort County – Martyn Johnson, Economic Development Director **601** 7:50 PM
2. Resolution for Land Sale Wash/Beaufort County Industrial Park, Lot 1 – Martyn Johnson Economic Development Director **615** 8:00 PM

O) Item for Decision – County Attorney

1. Resolution to Transfer Property to Belhaven – David Francisco, County Attorney **626** 8:05 PM

P) Item for Decision – Manager's Office

1. Juvenile Crime Prevention FY 21-22 Local Match – Brian Alligood, County Manager **628** 8:10 PM
2. Renewal of Lease for Property Used by Hospital – Brian Alligood, County Manager **630** 8:15 PM
3. Update on Broadband Discussions – Brian Alligood, County Manager **662** 8:20 PM

Q) Item for Discussion – Commissioner Hood Richardson

1. Jail Door Report – Commissioner Richardson **663** 8:30 PM
2. Brenda Hamilton Investigation – Commissioner Richardson **665** 8:35 PM
3. Filming of the Budget Workshops – Commissioner Richardson **666** 8:40 PM
4. Discussion on Way Commissioners Are Elected – Commissioner Richardson **667** 8:45 PM
5. Resolution to Not Accept Illegal Immigrants – Commissioner Richardson **669** 8:50 PM
6. County Police Force Update – Commissioner Richardson **671** 8:55 PM
7. Board Operations Discussion – Commissioner Richardson **672** 9:00 PM
8. Invite the Sheriff to Appear Before the Board – Commissioner Richardson **673** 9:05 PM
9. Public Comments Discussion – Commissioner Richardson **674** 9:10 PM

R) Item for Decision – Commissioner Stan Deatherage

1. American Rescue Plan Act Money Recommendations – Commissioner Deatherage and Commissioner Richardson **678** 9:15 PM
2. Resolution in Defense of Our United States Sovereignty, and Our Immediate Desistance as an Accessory to Human Trafficking at the Southern Border – Commissioner Deatherage **679** 9:25 PM

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

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:

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Public Comments

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Summary of Information:

Name	Contact Information

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

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: American Rescue Plan Act Suggestions From the Public

Summary of Information: During the April 5, 2021 Board of Commissioners meeting the Board approved receiving recommendations from the public during the next three (3) regularly held meetings on how the American Rescue Plan Act money should be spent.

The Board agreed to receive the comments during the May, June, and July 2021 meetings.

Submitter Recommendations/Motions: Receive comments only.

Attachments:

Use of Funds: Guidance in the Bill

How to spend these appropriations will be a key question for recipients over the next several years. Specific guidance is still pending from the US Treasury.

The Act itself specifically mentions the following guidance.

Use of funds:

- Respond to the COVID-19 emergency and address its economic effects, including through aid to households, small businesses, nonprofits, and industries such as tourism and hospitality.
- Provide premium pay to essential employees or grants to their employers. Premium pay couldn't exceed $13 per hour or $25,000 per worker.
- Provide government services affected by a revenue reduction resulting from COVID-19.
- Make investments in water, sewer and broadband infrastructure.

Restrictions of Funds:

- State and local governments cannot use the funds towards pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021.

Transfer Authority

- State and local governments could transfer funds to private nonprofit groups, public benefit corporations involved in passenger or cargo transportation, and special-purpose units of state or local governments, but only as allowed under state law and state constitutional provision.

Entity	Est. Total Allocation	Est. 1st Allocation (by 6/15/21)
Beaufort County	$ 9,110,000	$ 4,555,000
Town of Aurora	$ 150,000	$ 75,000
Town of Bath	$ 70,000	$ 35,000
Town of Belhaven	$ 460,000	$ 230,000
Town of Chocowinity	$ 230,000	$ 115,000
Town of Pantego	$ 50,000	$ 25,000
City of Washington	$ 2,780,000	$ 1,390,000
Town of Washington Park	$ 130,000	$ 65,000

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

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:

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Budget Amendment - Health Department

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

1. $376,379 COVID-19 Enhancing Detection State Funding

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

Attachments:
1. Health Department Budget Amendment #42

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 5/3/21

FY Budget: 20/21 #42

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-445197	COVID AA 543 Funding	$376,379	
105120-540003	COVID-19 Equipment	$376,379	

Department Justification:

- Budget amendment AA 543 Revision #2

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 (Apr 19, 2021 14:29 EDT)	Apr 19, 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: 5/3/2021

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Surplus - Health Department

Summary of Information: The health department is requesting to surplus the following items. Items have been replaced.

1.	HP Probook 640	SN: 5CG5050L3D WS1098
2.	Dell E173FPI Monitor	SN: CN0D5428738725747JEL
3.	HP LE1901w Monitor	SN: 3CQ9505MGT
4.	HP Colorlaser jet CP3525dn	SN: JPBF613238
5.	HP 504A Printer Toner for CP3525dn	

- Qty 2 Black Toner HP
- Qty 2 Yellow Toner
- Qty 1 Cyan Toner
- Qty 1 Magenta Toner

Submitter Recommendations/Motions: Staff recommends approving the surplus request.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 4/5/2021

Agenda Section: Item for Consent

Presenter: Jeremy Hewitt, Sheriff's Office

Agenda Title: Sheriff's Office Requesting to Surplus Non-Running Vehicle

Summary of Information: The Beaufort County Sheriff's Office is requesting to surplus the following non-running vehicle. The vehicle needs engine replacement which exceeds the value of the vehicle due to vehicle age and mileage.

Vehicle # 3112 2012 Dodge Charger VIN: 2C3CDXAT2CH153969 Mileage: 179,720

Submitter Recommendations/Motions: Approve surplus request.

Attachments:
1. Quote from Washington Dodge for engine replacement.

CUSTOMER #: 9467111

132370

INVOICE

PAGE 1

Washington
CHRYSLER • DODGE • JEEP • RAM
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252-644-3344
www.washingtonchrysler.com

BEAUFORT COUNTY SHERIFFS OF
210 N Market St
WASHINGTON NC 278898995
HOME:252-945-8431 CONT:252-945-8431
BUS: 252-945-8431 CELL:

SERVICE ADVISOR: 6340 JENNIFER WRIGHT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLACK	12	DODGE CHARGER	2C3CDXAT2CH153969	42023V	179720/179720	T234

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO:	RATE	PAYMENT	INV. DATE
10JAN12 DL	09NOV11		16:45 04AUG20			CASH	10AUG20

R.O. OPENED	READY	OPTIONS:
11:12 04AUG20	13:21 10AUG20	ENG:5.7_Liter

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	Engine Mechanical Concern [Customer States there is a ticking noise in the engine]						
	305W VERIFIED CUSTOMERS CONCERN, FOUND METAL SHAVINGS THROUGH OUT ENGINE BLOCK, RECOMMEND COMPLETE ENGINE						
		3720	C		74.95	74.95	
PARTS: 0.00 LABOR: 74.95 OTHER: 0.00 TOTAL LINE A: 74.95							
ESTIMATE; FACTORY REMAIN #R8154340AA ENGINE $4,787.50, FLUIDS $100.00 LABOR $1,939.70, TAX $460.84 FOR AT TOTAL OF $7288.04							
**********							
B	Multi-point inspection (according to maintenance interval)						
	23PT Multi-point inspection (according to maintenance interval)						
		3720	C		0.00	0.00	
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00							
**********							

EST: 74.95 04AUG20 11:12 SA: 6340
CONTACT:
****

THANK YOU FOR YOUR BUSINESS

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material, and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for purposes of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

Any warranties on the item/items sold hereby are those made by the manufacturer. The Seller, WASHINGTON CHRYSLER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and WASHINGTON CHRYSLER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

X

DESCRIPTION	TOTALS
LABOR AMOUNT	74.95
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	74.95
LESS INSURANCE	0.00
SALES TAX	5.06
PLEASE PAY THIS AMOUNT	80.01

CUSTOMER COPY

Beaufort County
Agenda Abstract

Meeting Date: 05/03/2021

Agenda Section: Item for Consent

Presenter: Jeremy Hewitt, Sheriff's Office

Agenda Title: Request to surplus vehicle to Old Ford Volunteer Fire Department

Summary of Information: The Beaufort County Sheriff's Office is requesting to surplus the following vehicle to Old Ford Volunteer Fire Department for use as a quick response vehicle for first responders to EMS related calls for service.

Vehicle # 3190 2009 Dodge Charger VIN: 2B3KA43T59H586613 Mileage: 189,200

Old Ford Volunteer Fire Department Chief Joshua Boyd reached out to Beaufort County Emergency Services to locate a suitable response vehicle that would be coming up for surplus. BCES Director Carnie Hedgepeth reached out to the Sheriff's Office regarding their needs and this vehicle was in the best condition from the vehicles that were being placed into surplus. Similar vehicles were surplus to Blounts Creek VFD and Chocowinity EMS for quick response vehicles.

The vehicle was stripped of all law enforcement equipment, except for the center console.

Submitter Recommendations/Motions: Staff recommends the surplus and transfer of the vehicle to Old Ford for use as a QRV for EMS related calls.

Attachments:

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March 19, 2021

Sheriff Coleman and Chairman Waters,

Old Ford Volunteer Fire Department is formally requesting assistance of Beaufort County with the supply of a surplus vehicle for our department. The request for this vehicle is due to OFVFD's participation in the Beaufort County EMS System Plan as first responder agency.

Our department has made a commitment to our community in providing this service to the best of our abilities. Although all our department members have gone through minimal first aid training, numerous members have also undergone specialized medical training with __20__ members of our department obtaining North Carolina Office of Emergency Medical Services certification's.

As you know, OFVFD is a volunteer non-profit agency and we are constantly looking for ways we can provide service to the community efficiently and economically. We need a vehicle which can be used for our first responder response. Currently, we are responding fire units which are costly to operate. Obtaining a smaller vehicle for this purpose would lead to a more efficient operation.

Through coordination with Beaufort County Emergency Services, the Beaufort County Office of the Sheriff has assisted us with providing a possible surplus vehicle (2008 Dodge Charger, VIN #2B3KA43T59H586613) which we believe would meet our current need. We formally request that the Beaufort County Office of the Sheriff and the Beaufort County Board of Commissioner's approve a transfer of this surplus vehicle from the County to Old Ford Volunteer Fire Department. We thank you for considering this transfer and for all you do in supporting the volunteer fire and EMS service in our county.

Sincerely,

Joshua Boyd
Chief
Old Ford Volunteer Fire Department
252-402-7113

Resolution Approving Conveyance of Personal Property to A Nonprofit Organization Pursuant to G.S. 160A-280

WHEREAS, the County of Beaufort owns a 2009 Dodge Charger vehicle (VIN: 2B3KA43T59H586613), listed as Vehicle #3190 in the Sheriff's Office; and,

WHEREAS, North Carolina General Statute § 160A-280 authorizes a city or county to convey personal property for nonmonetary consideration to a nonprofit corporation if the governing board deems the property to be surplus, obsolete, or unused; and,

WHEREAS, the County of Beaufort has determined that the personal property described above is surplus, obsolete, or unused; and,

WHEREAS, the County of Beaufort finds that the public will benefit from the conveyance of the property described above by its use as a first responder vehicle.

NOW THEREFORE, THE BEAUFORT COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The County Manager of Beaufort County is authorized to execute all documents necessary to convey title of a 2009 Dodge Charger vehicle (VIN: 2B3KA43T59H586613), listed as Vehicle #3190 in the Sheriff's Office to the Old Ford Volunteer Fire Department.

2. The consideration for the conveyance is the public benefit obtained by its use as a first responder vehicle.

3. In accordance with the notice requirements of N.C.G.S. § 160A-280, public notice of this resolution was given by posting on the Beaufort County website on April 27, 2021, which is at least 5 days prior to the Board meeting at which this resolution will be considered.

Adopted this the third day of May, 2021.

[Seal]

_____
Frankie Waters, Chairman

_____
Katie Mosher, Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Surplus Items – Tax Assessor

Summary of Information: The Assessor's Office has the following items to surplus:

1 Wooden Desk – Missing 2 Drawers
1 Bookcase
2 rolling carts
1 Large mail sorter
1 Bookcase/Cubby
2 - Large Industrial Shelving
1 tall metal document cabinet
1 Small metal desk
1 Low / Wide Wooden Shelving Unit
1 Small Metal cabinet

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

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Consent

Presenter: Kelly Smith, Social Services

Agenda Title: Surplus

Summary of Information: The Board of Social Services voted at its April 19, 2021 meeting to recommend the surplus of the attached list of IT items and office furniture. These items have reached the end of useful life. These items have been reviewed by other county offices.

Submitter Recommendations/Motions: Staff recommends approval of surplus.

Attachments:
1. DSS Surplus

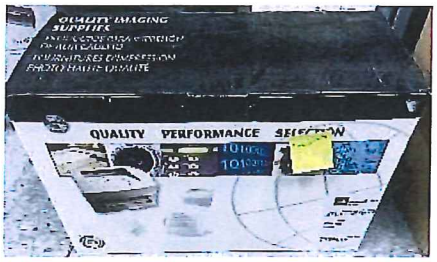
APC Backup Battery Packs, batteries removed. (Replacement battery costs exceeds value.)

(6) Model BE650G1 (Serial Numbers: 4B1213P05964, 4B1213P04540, 4B1616P18584, 4B1213P04503, 4B1213P04558, 4B1213P04665)

(9) Model BE550G (Serial Numbers: 4B1408P49883, 4B1325P20588, 4B1408P49645, 4B1408P49885, 4B1329P25102, 4B1325P21252, 4B1325P20477, 4B1408P46107, 4B1301P32567)

(3) HP Mice, roller ball broken, 1-left side sticks & 2-roller ball broken.
(1) Lenovo Mouse, roller ball broken. (1) Logitech mouse, broken.

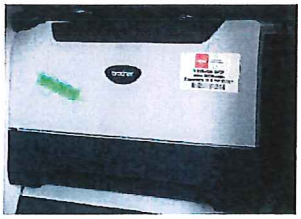
(1) HP LaserJet Ink, Model 49X. Kept one extra for Director/Attorney/Deputy Director until we switched printers to have them covered in a maintenance contract.



(1) Lexmark Toner Cartridge, Extra High Yield, Model CTGT644 replaces 64435XA & X644X21A (County purchased that via contract provisions for Young Williams.)

(1) Lexmark Toner Cartridge, Model 64015HA, For T640, T642 & T644 Printers. (County purchased that via contract provisions for Young Williams.)

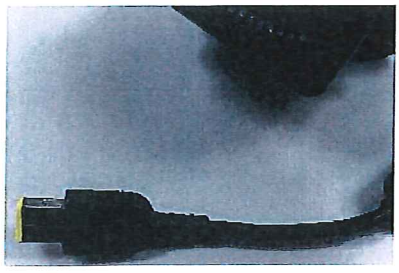
(2) HP LaserJet Printers, Model 1320, ink removed. (Serial Numbers: CNFC53F0PY, CNFC53F0PW) – End of Useful life.



(6) Brother Printers, Ink removed. (Serial Numbers: U6144E7J995778, U6144J6J630632, U6144J6J630629, U6144E7J995770, U6144E7J995732, U6144J6J630575) – End of Useful Life.

(1) Plantronics M22 Vista Amplifier (Serial Number: 43596-64)

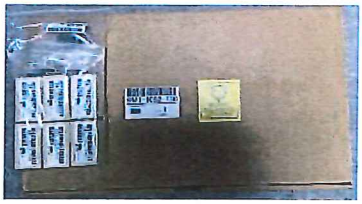
(4) Lenovo Laptop Chargers



(3) Lenovo Laptop Chargers

(1) Lenovo Lenovo THINKPAD T440 Laptop, (Model 20AN006MUS. Serial Number: PB02J96M - End of Useful life.)

(1) Acer Desktop Tower – End of useful life - harddrive & RAM removed.

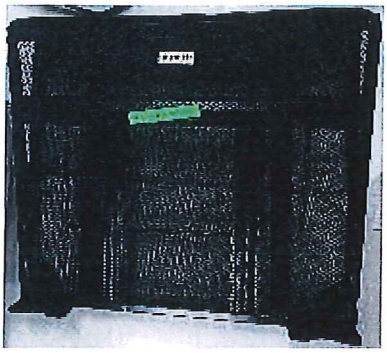


(1) HP LaserJet 4250/4350 RM1-1082-000CN Fuser Assembly with rollers, (Had 1 in stock due to these being the main printer.)

(8) HP Keyboards - 1-Shift sticks, 1-Tab sticks, 1-Water damage, 2-Backspace sticks, 1-doesn't work, 2-feet broken

(8) HP Keyboards with PS/2 connectors
(3) Acer Keyboards with PS/2 connectors

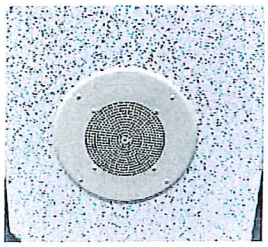
(2) iPad Case Keyboards, chargers broken.



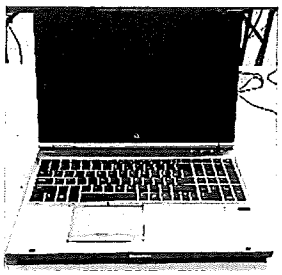
(1) Amazon Laptop Stand, right hinge broken.

(1) HP Monitor, Model LA1956X, Bad Display (Serial Number: 3CQ3250TWG, marked SURPLUS in DB (End of useful life.)

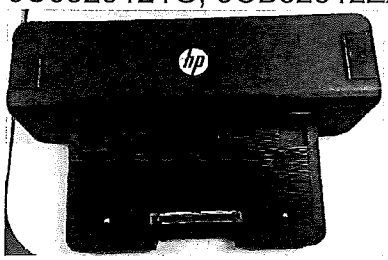
(1) InFocus Projector, Model: IN1110a, (Serial Number: BMUJ33300372, fan broken, no adapters/cords or mobile carrying case.



(1) Ceiling Speaker – speaker busted – replaced

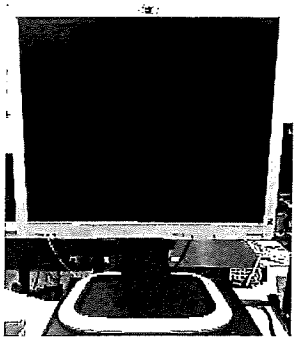


(5) HP Elitebook 8570p Laptops, hard drive & RAM removed. End of useful life. (Serial Numbers: 5C8325121G, 5CB32512ZX, 5CB3251223, 5CB325121V, 5CB325122D) – End of useful life.

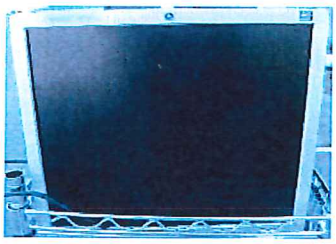


(5) Docks for HP Elitebook 8570p (Serial Numbers: CNU250ZBBP, 5CG518W120, 5CG518W11Y, 5CG522ZQTP 5CG503ZTX2 – End of useful life.)

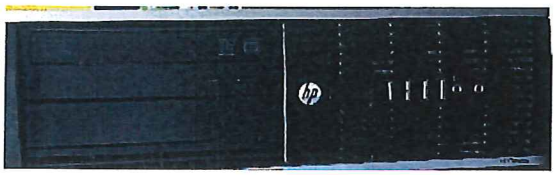
(2) Hp 22ZN Monitors, cracked screens.
6CM8152K3W, 6CM9241B6C



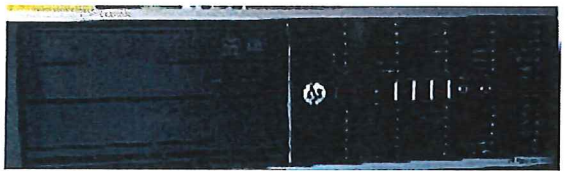
<u>(14) HP LA1951G Monitors: (end of useful life)</u>
3CQ2232G7P, 3CQ23217HJ, 3CQ23217HY, 3CQ23217HZ, 3CQ23217JD, 3CQ23217JG, 3CQ232189M, 3CQ23302LJ, 3CQ23302S0, 3CQ23303QW, 3CQ2332CQF, 3CQ2332CR6, 3CQ2332CRF, 3CQ2332CRK



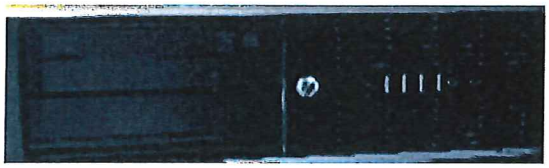
(4) HP L1750 Monitors: (end of useful life)
3CQ9131K11, CNC832QLD7, CNC936NY04, CNC936NY13



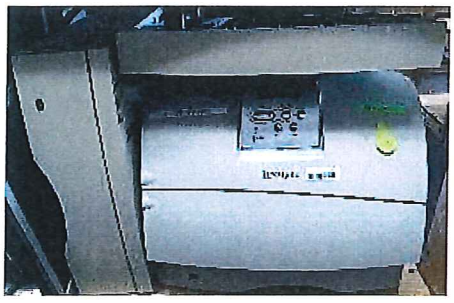
(4) HP 8300 Elite Desk: (end of useful life)
MXL239049R, MXL23904CY, MXL316256T, MXL316256R



(1) HP 800 G2 Desktop: (End of useful life.) 2UA6111GXL



(6) HP 800 G1 Desktop: (End of useful life.)
MXL41616CP, 2UA5281PLW, MXL41616CH, 2UA53014GZ, MXL41616BS, 2UA5281PPK



(1) Lexmark Printer/Fax: (County purchased through Child Support provisions – end of useful life)3300003287

(1) OptiQuest Monitor – End of Useful life. Q7B-3, Model VS11147: Q4AO75082533

Box of Used Telephone Cords – New telephone system goes through network cable and not traditional telephone (RJ11) cables.

Two wooden desks

Six filing cabinets

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Consent

Presenter: Wyn Kinion, Tax Collector

Agenda Title: Tax Collector Refunds

Summary of Information: Attached are the refunds for the Tax Collectors Office over $100.00 requiring Board approval.

Submitter Recommendations/Motions: Staff recommends approval of the attached Tax Collector Refunds

Attachments:
1. x

BLTPREG 836883	577221	04/22/2021	WKINION	0000003371-2014-2014-0000-00	REI	$237.59	$198.29		
Overpayment p.i.# 6537-29-8761									BLTPREG
MICHAEL, HERMAN E 126 MAIN STREET EDWARD , NC 27821									
836419	577084	04/12/2021	C9BEADH	0000023025-2020-2020-0000-00	REI	$142.81	$142.81		
Overpayment p.i.# 7761-41-3176									BLTPREG
WHITNEY, SHARON S BEAUFORT COUNTY TAX COLLECTOR PO BOX 633 WASHINGTON BEAUFORT NC 27889									
☐	true BLTPREG 836416	577084	04/12/2021	C9BEADH	0000009176-2020-2020-0000-00	REI	$375.05	$375.05	
Overpayment p.i.# 6652-80-2864									BLTPREG
HARRIS, SCOTT S BEAUFORT COUNTY TAX COLLECTOR PO BOX 633 WASHINGTON BEAUFORT NC 27889									
☐	true BLTPREG 836394	577084	04/12/2021	C9BEADH	0000045182-2020-2020-0000-00	REI	$377.12	$377.12	
Overpayment p.i.# 5686-02-2340									BLTPREG
FLOYD, ELAINE C BEAUFORT COUNTY TAX COLLECTOR PO BOX 633 WASHINGTON BEAUFORT NC 27889									
☐	true BLTPREG 836365	577084	04/12/2021	C9BEADH	0009539727-2020-2020-0000-00	REI	$118.96	$118.96	
Overpayment p.i.# 6652-91-0651									BLTPREG
CARAWAN, GENEVA S BEAUFORT COUNTY TAX COLLECTOR PO BOX 633 BATH BEAUFORT NC 27808									

	true BLTPREG 836120	577039	04/05/2021	C9BEADH	0000014859-2020-2020-0000-00	REI	$237.42	$237.42		
Overpayment p.v# 5687-93-7674.001 BLTPREG										
BEDDARD, RAY ANTHONY BEAUFORT CO TAX COLLECTOR PO BOX 633 WASHINGTON BEAUFORT NC 27889										
☐	true BLTPREG 836011	577039	04/05/2021	C9BEADH	0000050545-2020-2020-0000-00	REI	$141.26	$141.26		
Overpayment p.v# 7602-49-9732 BLTPREG										
SPENCER, KIMBERLY LASHAN BEAUFORT COUNTY TAX COLLECTOR PO BOX 633 WASHINGTON BEAUFORT NC 27889										
	BLTPREG 835921	576767	03/30/2021	WKINION	0000026534-2020-2020-0000-00	IND	$996.84	$996.84		
Overpayment p.v# N/a Ind Property BLTPREG										
MCKENZIE, BENJAMIN 909 MONTICELLO STREET GREENSBORO, NC 27410										
	true BLTPREG 836794	577196	04/20/2021		0000024342-2017-2017-0000-00	IND	$184.09	$184.09		
Overpayment personal property BLTPREG										
WADE, JOHN POPE II 336 MANSFIELD RD WASHINGTON NC 27889										
	BLTPREG 836777	577195	04/20/2021		0009523569-2017-2017-0000-00	IND	$137.00	$137.00		
Overpayment personal property BLTPREG										
PAMA, TRANQUILINA 114 JUNIPER DR WASHINGTON NC 27889										
☐	true BLTPREG 834521	576851	03/09/2021		0009532504-2017-2017-0000-00	IND	$192.64	$192.64		

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Tax Assessor Refunds Over $100.00

Summary of Information: Attached is the refunds requested by the Tax Assessors Office.

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

Attachments:
1. April Refunds

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 4/26/2021 8:32:49 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
GARDENKEEPERS LANDSCAPE & DESIGN INC	GARDENKEEPERS LANDSCAPE & DESIGN INC		320 GOOSE LNDG ROAD		CHOCOWINITY, NC 27817	Adjustment >= $100	0060368610	ELJ6563	PENDING	360343920	Refund Generated due to adjustment on Bill #0060368610-2020-2020-0000	Situs error	04/21/2021		G01	Tax	$0.00	$0.00	$0.00
															C01	Tax	($233.52)	($11.68)	($245.20)
															C01	Vehicle Fee	($5.00)	$0.00	($5.00)
															F60	Tax	$18.95	$0.95	$19.90
															E12	Tax	$22.03	$1.10	$23.13
																		Refund	$207.17
HUGHES, ELSIE LEWIS	HUGHES, ELSIE LEWIS	LEWIS, WILLIAM TED	205 WILLOWS CT		WASHINGTON, NC 27889	Proration	0040850941	FBZ3693	PENDING	216100206	Refund Generated due to proration on Bill #0040850941-2020-2020-0000-00	Vehicle Sold	04/20/2021		G01	Tax	($54.77)	$0.00	($54.77)
															C01	Tax	($45.71)	$0.00	($45.71)
															C01	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$100.48
LEONARD, KIMLEY WARREN	LEONARD, KIMLEY WARREN		102 CYPRESS BAY		WASHINGTON, NC 27889	Adjustment >= $100	0060070128	72905	PENDING	357585870	Refund Generated due to adjustment on Bill #0060070128-2020-2020-0000	Situs error	04/01/2021		G01	Tax	($218.75)	($10.94)	($229.69)
															C01	Tax	($185.24)	($9.26)	($194.50)
															C01	Vehicle Fee	($5.00)	$0.00	($5.00)
															F63	Tax	$0.21	$0.01	$0.22
															E05	Tax	$0.18	$0.01	$0.19
																		Refund	$428.78
STILWELL, CLAIRE SCHWENNKER	STILWELL, CLAIRE SCHWENNKER		4633 FREEDOM WAY		CENTER VALLEY, PA 18034	Proration	0035145498	JAA3809	PENDING	215021484	Refund Generated due to proration on Bill #0035145498-2020-2020-0000-00	Reg . Out of state	04/07/2021		G01	Tax	($95.69)	$0.00	($95.69)
															F60	Tax	($6.48)	$0.00	($6.48)
															E12	Tax	($7.53)	$0.00	($7.53)
																		Refund	$109.70
TYER, EDWARD JUNIOR II	TYER, EDWARD JUNIOR II		2779 MOUTH OF THE CREEK R		BLOUNTS CREEK, NC 27814	Proration	0051840584	CDE1069	PENDING	215406774	Refund Generated due to proration on Bill #0051840584-2020-2020-0000-00	Vehicle Sold	04/12/2021		G01	Tax	($186.85)	$0.00	($186.85)
															F60	Tax	($12.65)	$0.00	($12.65)
															E12	Tax	($14.71)	$0.00	($14.71)
																		Refund	$214.21
																		Refund Total	$1060.34

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Consent

Presenter: Brian M. Alligood, County Manager

Agenda Title: Juvenile Crime Prevention Council (JCPC) Certification

Summary of Information: Each year the Board of Commissioners is asked to approve the Juvenile Crime Prevention Council Certification Standards form. This form details information about the Council and provides a list of its appointed members.

Submitter Recommendations/Motions: Approve the attached Juvenile Crime Commission Council Certification Standards form.

Attachments:

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JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2021-2022

Membership

A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Yes

B. Are members appointed for two-year terms and are those terms staggered? Yes

C. Is membership reflective of social-economic and racial diversity of the community? Yes

D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? Yes

If not, which positions are vacant and why?

Working to fill person under age of 21 or 1 person of the public with experience with at-risk juveniles and families. All vacancies will be subject to recommendation/approval by Beaufort BOC. The JCPC seeks to fill vacant positions on the council as available.

Organization

A. Does the JCPC have written Bylaws? Yes

B. Bylaws are On file

C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Yes

D. Does the JCPC have written policies and procedures for funding and review? Yes

E. These policies and procedures On file

F. Does the JCPC have officers and are they elected annually? Yes

Meetings

A. JCPC meetings are considered open and public notice of meetings is provided. Yes

B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Yes

C. Does the JCPC meet six (6) times a year at a minimum? Yes

D. Are minutes taken at all official meetings? Yes

E. Are minutes distributed prior to or during subsequent meetings? Yes

Planning

A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes

B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS? Yes

C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Yes

Public Awareness

A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? Yes

☑ RFP, Distribution List, and Advertisement attached

B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

No Overdue Tax Debt

A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as Yes

defined by N.C.G.S. §105-243.1, at the Federal, State, or local level?

Briefly outline the plan for correcting any areas of standards non-compliance.

No areas of standards non-compliance except working to fill all membership positions.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Matthew Cheeseman	Superintendent		White	Male
2) Chief of Police or designee	Stacey Drakeford	Chief		Black or African-American	Male
3) Local Sheriff or designee	Ernie Coleman	Sheriff		White	Male
4) District Attorney or designee	Seth Edwards	District Attorney		White	Male
5) Chief Court Counselor or designee	James Ward	Chief Court Counselor		White	Male
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Susan Hall	SOC Coordinator	☑	White	Female
7) Director DSS or designee	Abby Williams	Social Worker	☑	White	Female
8) County Manager or designee	Brian Alligood	County Manager		White	Male
9) Substance Abuse Professional	Anthony Tyre	Counselor		Black or African-American	Male
10) Member of Faith Community	James McIntyre	Bishop		Black or African-American	Male
11) County Commissioner	John Rebholz	County Commissioner		White	Male
12) A Person Under the Age of 21	Mary Emma Holscher	Student		White	Female
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles					
14) Juvenile Defense Attorney	Franz Holscher	Attorney		White	Male
15) Chief District Judge or designee	Regina Parker	Chief District Court Judge		Black or African-American	Female
16) Member of Business Community	Robin McKeithan	Chamber of Commerce		White	Female
17) Local Health Director or designee	Kim Hough	Health Department	☑	White	Female
18) Rep. United Way/other non-profit	Sally Love	United Way Director		White	Female
19) Representative/Parks and Rec	Teresa Hamliton	Parks and Recreation Assistant	☑	White	Female
20) County Commissioner appointee	Charnita Ricks	Court Counselor		Black or African-American	Female
21) County Commissioner appointee	Dixon Davis	Court Counselor		White	Male
22) County Commissioner appointee	Donna Radcliff-Rowe	Parent		White	Female
23) County Commissioner appointee	Ed Henry	Citizen		White	Male
24) County Commissioner appointee	Gil Davis	Citizen		White	Male
25) County Commissioner appointee	Joe Stringer	Citizen		White	Male

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Specified Members	Name	Title	Designee	Race	Gender
26) County Commissioner appointee	Stephen Braddy	Court Counselor		White	Male

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: BCCC Board of Trustee Reappointment

Summary of Information: Ms. Teresa Canady's term on the Beaufort County Community College Board of Trustees will expire June 30, 2021. The Board of Trustees is requesting the Beaufort County Board of Commissioners consider reappointing Ms. Canady for another four-year term, which would expire June 30, 2025 (see attached letter).

Submitter Recommendations/Motions: Staff will follow the Boards recommendation.

Attachments:

BEAUFORT
COUNTY COMMUNITY COLLEGE

April 8, 2021

Mr. Frankie Waters
Chairman
Beaufort County Board of Commissioners
121 West 3rd Street
Washington, NC 27889

Dear Chairman Waters:

I respectfully request that the Beaufort County Board of Commissioners give its most serious consideration to the reappointment of Ms. Teresa Canady to the Board of Trustees of Beaufort County Community College for a full four-year term, beginning on July 1, 2021.

Ms. Canady has served as an outstanding member of the Board of Trustees, and has worked hard to use her knowledge of the County, its people, and their needs to enhance the decisions of the Board. In four years, she has missed only one meeting, and always serves as a leader in helping the College to implement new, important initiatives, such as our Agriculture Task Force and the annual Martin Luther King Day celebration. And, as an alumna of the College, Ms. Canady provides a very important link to our graduates, both in terms of fundraising and serving as an exemplar of a successful graduate.

Thank you for considering my request. If I can provide any further assistance to the commisioners' deliberations on this matter, please contact me directly at 252-940-6201 or at dave.loope@beaufortccc.edu.

Sincerely,

David R. Loope, Ed.D.
President

C: Mr. Brian Alligood
Rev. Dr. Robert Cayton

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

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 April 5, 2021 Regular Session meeting minutes and the March 23, 2021 joint meeting with the Board of Education, submitted by the Clerk to the Board.

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

Attachments:

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The Beaufort County Board of Commissioners met in joint session with the Beaufort County Board of Education on Tuesday, March 23, 2021 at 6:00 PM, in the boardroom located at 845 North Pierce Street in Washington, NC with the following present:

Board of Commissioners:

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

Staff Present:

Brain Alligood, County Manager
Katie Mosher, Clerk to the Board
David Francisco, County Attorney
Anita Radcliffe, Chief Financial Officer

Board of Education:

Chairman Carolyn Walker
Vice-Chairman Michael Bilbro
Mr. T.W. Allen
Mrs. Eltha Booth
Mr. Terry Draper
Mr. Mac Hodges (via telephone)
Mr. Butch Oliver (via telephone)
Mrs. E.C. Peed
Mr. Terry Williams

School Staff Present:

Superintendent Matthew Cheeseman
Assistant Superintendent Mark Doane
Dr. Marvin Bradley, Chief Operating Officer
Lisa Duke, Administrative Assistant

Chairman Walker called the Board of Education to order, opened the meeting, and thanked everyone for coming.

Motion: TW Allen motioned to approve the agenda. Mr. Draper seconded. The vote was unanimous.

Chairman Walker said then turned the meeting over to Chairman Waters.

Chairman Waters said at this time I call the Commissioners special called meeting to order. He said the first item is the approval of the agenda.

Commissioner Richardson said I have a question, are we just going to discuss this. He said it's a wasted meeting if we're just going to discuss.

Chairman Waters said that was the purpose when we were asked to have a joint meeting, for them to discuss the proposal. He said I don't see us taking any action tonight. He said we can have a special called meeting as early as Friday or Monday to take any action that we need to take.

Commissioner Richardson said I'm ready to take action. He said I'm going to vote for the agenda but as far as I'm concerned, it's a waste of time if we're not going to do something.

Chairman Waters said hopefully it's not going to be a waste of time.

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

Chairman Walker said at this time I'm going to turn this over to Superintendent Cheeseman.

Mr. Cheeseman thanked everyone for coming. He said the purpose of this meeting is to look at the next step the Beaufort County Schools will be taking in order to secure our schools and protect our employees and our students. He said just in a general review, as you know, last November of 2020 Sheriff Ernie Coleman sent a letter on Friday afternoon at 3:40 that indicated he was terminating the MOU with Beaufort County schools. He said specifically that letter was sent to all media, all school employees, including principals, assistant principals, and the Beaufort County Board of Education. He said I forwarded that letter to Manager Alligood, as I noticed the Board of Commissioners were not included. He said effectively the Sheriff met with myself, and Assistant Superintendent Mark Doane and in that meeting, specifically, he told us to seek an alternative for securing our schools. He said with that, the Board of Education charged me with putting together an RFP process which, through our attorney we structured that process, and the Board of Education came to a conclusion, specifically, to work with Allied Universal Security. He said in that process the Sheriff's Department did not apply and did not submit a proposal, of which we were told, the did not believe they could fulfill. He said so considering we're looking at working with Allied Universal Security and this evening we're specifically looking for your support in helping us fund that opportunity.

Commissioner Walker said Mr. Chairman I've got a question. He said Mr. Cheeseman, do you have the contract for Allied right now.

Mr. Cheeseman said yes sir, we received that this afternoon, today just after 3:00 PM from Steven Baker of Allied Universal. He said I do have copies with me to hand out to the Board, so I do have those in hand, and they've been sent to our attorney for review.

Commissioner Walker said Mr. Chairman I'm prepared to make a motion.

Motion: Commissioner Walker motioned that the County Commissioners Commit to an annual contribution of $650,000 for the term of the contract to be solely used for contractual services between Beaufort County Schools and Allied Universal Security. This recommended contribution addresses the three-year contract between Beaufort County schools and Allied Universal Security and shall be reviewed upon the reconsideration of a future contract renewal. This contribution does not include the Beaufort County Schools grant funds that are applied to the contracted services. Commissioner Richardson seconded.

Commissioner John Rebholz said do you have any idea what that means in terms of costs to the County.

Commissioner Walker said yes.

Commissioner John Rebholz said that would be.

Commissioner Walker said it's a total of $1.08 million.

Commissioner Rebholz said no, what does that mean to the County, the taxpayers.

Commissioner Walker said the School Board, their contribution is $400,000 something thousand through a grant so the $650,000 is the part for the County.

Commissioner Rebholz said compared to what we're doing now, do you have any idea what we're doing now.

Commissioner Walker said it doesn't matter, I don't want to do what we're doing now, that's my motion.

Commissioner Rebholz said okay.

Commissioner Deatherage said are we doing anything now. He said we're just finishing up with the Sheriff.

Mr. Cheeseman said yes, the Sheriff's Department is currently honoring the contract. He said Chief Deputy Rose and I spoke about that, so they are continuing that until the end of June.

Commissioner Deatherage said all things considered equal, and there's a lot of moving pieces here, there always is in everything you do, but all things considered equal in a moving landscape, cost versus services and things you're concerned about on a regular basis, how do you feel about Allied Universal as opposed to what has been going on to what we're going to do now.

Mr. Cheeseman said specifically, Allied Universal Security, these are North Carolina Sworn law enforcement officers who are armed. He said this is not your mall cop, this is not a rent-a-cop, this is not security at a football game, these are law enforcement officers who have duties on the campuses. He said these are individuals who actually will give us a greater amount of protection in terms of time allotment. He said right now a deputy on our campus right now can be pulled away to other emergencies within the County, leaving us without law enforcement on campus, whereas this type of security provides 100% of our needs, meaning from the time we start to whatever time we end in that contract they will be there 100% of the time. He said these people will not be pulled away for other things. He said you have to remember, in terms of the law, there's no law that says you have to work with the Sheriff's Department, there's no law that says you have to work with the city police department. He said as a matter of fact there's no law that says which entity you need to work with but it's very important on behalf of our Board that we maintain a similar qualification and that qualification was that they're North Carolina sworn officers that are armed.

Commissioner Deatherage said should these officers, duly sworn, see any illicit activities going on or anything they suspect to be illegal and may have probable cause, can they search.

Mr. Cheeseman said they have arresting authority on campus.

Commissioner Richardson said are you satisfied with the contract that you referenced that you have, does it provide you with what you need in order to provide security in the school system.

Mr. Cheeseman said yes, at the capacity of 100% of what the contract says.

Vice-Chairman Langley said I just want to say this, I'm not going to interfere with anything that you all are trying to do but I'm just not in a position to vote for this on this evening. He said that's just my standpoint.

Chairman Waters said my thought was the purpose of this meeting was to have dialog and to talk about the contract and ask questions, it was not to make a decision on the funding part. He said so if we're forced to vote, which we have a motion and a second, I will oppose it based on that. He said this is just moving too fast. He said we can have a special called meeting on Friday or Monday to confirm the funding part but his motion that's now on the floor I will oppose because that's an increase from the amount of money that the County is currently spending. He said we are currently spending $458,111 and if you take away the savings, which is entitled to come back to the taxpayers of Beaufort County of $22,958, that's $435,153. He said that's a completely separate transaction from vehicles because a question came up this afternoon, what do we do with our surplus vehicles that we're going to have so we're going to have to actually, based on our conversation this afternoon, we're going to have to have two transactions. He said one as it relates to cash funding and the other as it relates to vehicles. He said

that's where we need some guidance from you guys on what, have you made a recommendation on vehicles yet. He said I was told nobody had made a recommendation or that had not been approved.

Mr. Cheeseman said on the vehicles being provided by Universal.

Chairman Waters said yes, whether you're going to do the contract.

Mr. Cheeseman said I presented the contract as shown on page 41 that I provided to the County Manager on Friday so I'm thinking that included cash funding to put that in. He said yes, that's 13 vehicles included in the contract.

Commissioner Richardson said what is this discussion. He said I haven't been involved in any discussions with this. He said I asked for a special meeting to be called before we met with the School board so we could discuss all of this and you refused so who are you meeting with.

Chairman Waters said I met with the County Manager and Chief Finance Officer to try to get some questions, in my mind, as it related to having a meeting tonight.

Commissioner Richardson said doesn't this Board function as a Board and not as an individual. He said are we back to King Chairman.

Chairman Waters said I think as Chairman I'm entitled to do that.

Commissioner Richardson said no you're not, you're entitled to meet with this Board for those discussions.

Chairman Waters said does anybody else have any discussion about the motion that's on the floor.

Commissioner Booth said I'm prepared to vote. He said the reason is I'm going to tell you why. He said I don't care who they hire, that's up to them. He said I don't think we need to be here, period. He said the only thing we need to worry about is funding.

Chairman Waters said right, which he's got a motion on the floor.

Commissioner Booth said and that's all. He said if they hire me, that's up to them and the thing about it is I'm like Commissioner Richardson, I've been hearing all over the County that we met, I haven't met with anybody. He said I haven't talked to a Commissioner other than Jerry Langley and Randy Walker since the last time we met. He said Commissioner Walker, he's been calling me every other day about this police stuff so if it comes up for a vote tonight I'm going to vote for it and get out of here. He said like I said, and I hate to say this baby, but if you tell me you're leaving and you leave me, you're out, nobody gonna come back. He said when somebody comes up and tells you that they're done, you can't ask them to come back. He said it's easier for them to leave you a second time and if this happened the way they said it happened, that they got the letter at 3:30, riding home, then that's it, I'm threw with it. He said the money is over as far as I'm concerned.

Chairman Waters said I think this is one of the most important decisions that I've had to face while being a County Commissioners. He said you've got to realize, I live in a remote area of this County, very remote. He said I don't live inside a city limit, so I don't have a backup law enforcement like you guys that live within the city limits. He said what it means to the citizens of this County is if something happens in Aurora in July or August at Southern Bank, guess what's going to happen, we're doing away with 13 sworn deputies that operated within this County 24-7, 365 days.

Commissioner Booth said no we're not.

Commissioner Richardson said Mr. Chairman I solidly disagree with what you're trying to say.

Chairman Waters said you're out of order, you're out of order, it's a fact.

Commissioner Richardson said where's the proof. He said you're distorting the facts.

Chairman Waters said when something happens at Northeast Elementary or Northside, those people could move. He said we, we're going to lose that so when I get a call because of 911 and because of that I'm going to give them your number, that's what I'm going to do, because I'm not participating in this. He said this is wrong. He said I understand there's been a disagreement, but I want to make sure the 47,000 people in this County understand where we're headed.

Mr. Cheeseman said let me tell you about 47,000 people, let me just say it this way, we didn't ask to be put in this position.

Chairman Waters said I understand that.

Mr. Cheeseman said my job is to protect children and adults in the schools in this County and I get what you're saying but right now there is a sense of urgency to make sure that our children and adults in the community coming in and out of these schools are protected. He said I understand your concern about where you live but the one question you would never have to answer is why, why was the school not covered. He said at Columbine, and Sandyhook, at Parkland, you don't want that question either so with that I'm asking you to entertain what the Board of Education has already brought to the table and I believe there's a motion on the floor.

Commissioner Rebholz said I think we need to take a little bit of a breath. He said I'd like to cover, I need to cover with you where the finances are within the County and I think it's appropriate that you do that when we vote because I'm not privy to what you have Commissioner Walker, I don't have someone bringing that home to me.

Mr. Cheeseman said you were all privy to it in the sense that I sent it to your County Manager on Friday. He said you are privy to it, the County Manager sent it to you, so you have the same information that every County Commissioner has.

Mr. Alligood said they were sent the proposal, they got that, but they did not have the contract.

Mr. Cheeseman said the contract talks about the same finances as on page 41. He said there's nothing different. He said the contract just came today and we're asking about the funding.

Commissioner Rebholz said let me talk about the finance piece of it from the County standpoint. He said I just want us to be eyes wide open. He said the numbers that you're going to see here in some of this is in the packet, although you probably have to have some better specs on to see what was in the packet. He said some of the numbers have changed. He said the numbers that are the proposal are what we took from the original proposal. He said now, I don't know if that's what you got today or not because this is from the original proposal. He said the County spends out of its general fund $458,111 per calendar year for the SRO's. He said you can see what that includes so when you initially may have seen this chart that was in the $350,000 range but that did not include some of the benefits and some of the other items we did a deep dive into to find out exactly what was all attached to these positions. He said so as you can see right now, total funding for 13 SRO's that we're having in this budget is $886,308. He said I think the proposal, without the vehicles, is $863,000, which would be a savings of $22,000. He said additional expenses, this is the vehicle side, the County spends $101,000. He said I think the proposal calls for $218,000 so the new total expenses are $987,474 for the County in the current budget. He said initial proposal was $108,000 so there's a $94,000 increase in cost. He said does anybody, are these numbers right do you think.

Mr. Cheeseman said just seeing them right now sir, I'd have to go back and look at it. He said I can't say for certain.

Commissioner Rebholz said Commissioner Walker, isn't that the number you gave, the $1.08 million.

Commissioner Walker said like I said, it doesn't matter because the Sheriff doesn't want to do this so why are we bothering.

Mr. Cheeseman said our number, based on the information I have you, is that $1.08 million. He said all other things you're providing that's not under our directory so I can't confirm them.

Commissioner Rebholz said right, I'm just talking about the proposal.

Mr. Cheeseman said $1,081,750.62 for 100% coverage of the schools.

Commissioner Richardson said we're talking about money that was budgeted, is that right or are we talking about actual expense.

Commissioner Rebholz said no, this is budgeted money.

Chairman Waters said we're talking actuals.

Commissioner Richardson said okay, then there's some distortions in that because he hasn't been able to fill all of these positions. He said you actually have a lot more budgeted than what's shown up here.

Commissioner Rebholz said so right now the cost to provide the service may be a little less or may be a little more depending on the scope of the proposal and you got that, so it looks like it's a little bit higher than what we're spending right now.

Mr. Bilbro said I have a question for clarification if I can. He said Chairman Waters, what you're saying is you're concerned that you've got a Sheriff at a school that if something happens across the street that they can't walk over there. He said is that what you're saying.

Chairman Waters said I'm saying that school resource officers can be asked to leave the school and go to an accident or go to any kind of law enforcement that's in that community.

Mr. Bilbro said leaving the school. He said so what happens at the Martin County boarder, Craven County boarder, Hyde County boarder, they're going to do what Sheriff's do, they're going to go from the central location that they're at and go to the location and handle it. He said I think it's almost a luxury that you're going to say we have a school that has a sheriff in it is just going to go across the street and leave their manned post at a school to do that.

Chairman Waters said I take exception to that. He said if that was somebody having a heart attack and that's the first responder that could safe that life. He said do you think this private firm is going to be there every minute of every day at every school that you've got.

Mr. Bilbro said I think there's accountability and honorship of quality, absolutely. He said better than what we've got, I can tell you that. He said that's why the Board is doing what it's doing and we're doing it at the, well, at the summons of the Sheriff. He said he sent us something that says he's done.

Chairman Waters said I hope that's the case but if you go to our courthouse you will catch one of those people asleep.

Mr. Cheeseman said "those people" sir.

Chairman Waters said not your people. He said I'm talking about one of the security people.

Mr. Cheeseman said that's not a very nice term to use.

Chairman Waters said I'm talking about at the courthouse. He said let's get back to the motion. He said it was $600 – how much.

Commissioner Walker said $650,000.

Chairman Waters said $650,000. He said so you're increasing the County's expenditure from $536,000 to $650,000. He said that's the number, just to make sure everybody understands.

Commissioner Walker said is $536,000 the budget number.

Chairman Richardson said it's the actual number.

Ms. Radcliffe said I developed that number Commissioner Richardson and we actually do have 13 SROs in positions currently and I used their current salaries and benefits, plus their uniform costs, cost of cell phones, workman's comp and their body cam's to come up with that number so it is a solid number.

Commissioner Richardson said but he hasn't had all those positions filled all year, he has lapsed salaries.

Ms. Radcliffe said I used the actual annual salary so it's a combination of actual and budgetary numbers.

Commissioner Richardson said is the budget numbers, well it can't be a combination of both. He said you're adding apples to oranges. He said it's either direct expenses or it's the budget numbers. He said that's all it can be.

Ms. Radcliffe said the salary is the direct expense for the salary and benefits, that is the budget number if it's filled and we're currently showing they're filled.

Commissioner Richardson said at the moment they're filled but he hasn't had them filled all year. He said I think we're messing with the numbers, if you want to know the truth. He said I think we actually budgeted more than this.

Commissioner Rebholz said this is calculated based on the budget when it comes to salaries.

Commissioner Richardson said no, it's either a budget number or it's an expense number. He said it can't be a mixture.

Chairman Waters said let me ask two specific questions as it relates to the contract. He said has anybody made sure that the grant money is available to this type police force.

Mr. Cheeseman said yes, it's available.

Chairman Waters said the other thing is has anybody done an estimate on overtime.

Mr. Cheeseman said we've been given the prices for overtime so yes.

Chairman Waters said I mean an estimate of what that might be, $100,000, $50,000.

Mr. Cheeseman said we don't have that right now. He said based on the pandemic and other factors we don't have that.

Commissioner Deatherage said I have one more question. He said is this a one-year contract.

Mr. Cheeseman said no sir, it's a three-year contract.

Commissioner Deatherage said do you think there's any way that you could work the overtime, what is that going to cost. He said work it in such a way that there is no overtime.

Mr. Cheeseman said we can contract with a different company. He said it does not have to be this company.

Commissioner Deatherage said so you can still negotiate what you might have with them.

Mr. Cheeseman said with this company the negotiation would be a reduction of services, it's not a negotiation on price.

Commissioner Richardson said the school, it's not like you go out and get on an investigation and you have to work an extra five hours because if you don't do it it's lost. He said the schools have set hours. He said you're overtime rate should be 5% or less. He said would that be reasonable.

Chairman Walker said we made sure that we could enter into an agreement with local law enforcement depending on if the activity is at Southside or Northeast or Snowden, that we could use, if we chose to, we could enter into an agreement with

their local law enforcement to cover those events. She said we made sure. She said they were not only okay with that, but they encouraged that.

Commissioner Deatherage said of course if you allowed parents to conceal carry during those games you wouldn't need security.

Mr. Alligood said just real quick, is there any consideration about the vehicles. He said the reason I'm asking that question is, according to the contract you all have laid out, it's $218,000 for 13 vehicles every year. He said $218,000 every year. He said is there an opportunity for us to transfer existing vehicles that we have to you, so you don't have to pay $218,000 every year of this contract.

Mr. Cheeseman said that's a question I can go back and ask them but specifically, Allied Universal has their own fleet. He said as a third-party company, if we owned the actual fleet and they're driving in our vehicles, who covers their insurance and liability. He said that's something I would steer away from, to be quite honest, and I'm not sure Allied Universal would want third party vehicles if they're not in direct ownership and control of them.

Ms. Radcliffe said could we lease them our vehicles.

Mr. Cheeseman said we can talk to them. He said I can't answer for them.

Chairman Waters said I want to make sure; I'm not voting against security in schools. He said I'm voting against the procedure of the way we're doing this tonight. He said it's more money than the County is currently spending. He said that's where my vote is and I want to make sure you understand that because I take it very seriously, the security part. He said that's our responsibility, to make sure nobody gets hurt.

Mr. Cheeseman said say that again.

Chairman Waters said to make sure nobody gets hurt.

Mr. Cheeseman said it's your responsibility and its mine.

Motion Restated: Commissioner Walker motioned that the County Commissioners Commit to an annual contribution of $650,000 for the term of the contract to be solely used for contractual services between Beaufort County Schools and Allied Universal Security. This recommended contribution addresses the three-year contract between Beaufort County schools and Allied Universal Security and shall be reviewed upon the reconsideration of a future contract renewal. This contribution does not include the Beaufort County Schools grant funds that are applied to the contracted services. Commissioner Richardson seconded.

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

Commissioner Richardson said does the school board have anything else they want to do. He said as a curtesy to them I think we should ask them if they're ready to adjourn.

Chairman Walker said we may stay here a little bit longer but if you would like to adjourn, if your business is complete, any questions, I'm sure Mr. Cheeseman can answer them down the road. He said I do want to thank you all for coming tonight. She said I want to thank you all for considering this and voting to maintain the security of our children and employees. She said at the end of the day Allied did let us know under no circumstances were the going to seek people outside of our community. She said their goal, if the people are there to hire, is to hire within the County. She said so we're not trying to unemploy anybody. She said but our goal has to be to take care of our children.

Mr. Williams said before we leave, I wanted to say I have received emails, calls, texts, and messages of all kinds of manner. He said is there anybody here that is not very clear on why this is being done. He said the school board did not cancel the contract. He said the school board did not tell anybody to leave the schools. He said it all came from the Sheriff's Office and I have the letter. He said if you haven't read it, I'll be glad to let you read it, but the nonsense needs to stop in blaming the school board for this. He said this was not cause by us. He said it wasn't cause by you either. He said somehow, we got pulled into the middle of politics and it's just gotten off the charts in the ridiculous stuff being said out in the public and they need to understand, we have had, how many meetings since this started.

Mr. Allen said 17-plus.

Mr. Williams said how many of those have we talked about SRO's.

Mr. Allen said 17-plus.

Mr. Williams said plus tonight. He said how many times has the Sheriff come to us and asked to get back into the schools.

Mr. Allen said none.

Mr. Williams said exactly, so we're doing what we have to do. He said August is coming up very soon. He said we have no security in our schools at that point unless we do something and we're going to have thousands of students show up. He said I understand your chart with your dollars because that's what you're charged with. He said we're charged with maintaining safety for our students. He said we're only doing this because we have been forced to do this. He said completely forced to do this. He said I was in Charleston, S.C. at a ball game for my grandson when I got this out of the clear blue. He said no discussion whatsoever. He said so everybody pass the word, the school board didn't do this.

Chairman Waters said at least you got a copy of it. He said we didn't. He said I've got it now, but we didn't get it when you got it.

Commissioner Deatherage said I have one question before we go. He said are we going to meet again before budget. He said we're supposed to meet one time before. He said is this the last time we'll meet before budget.

Commissioner Richardson said no, this doesn't qualify.

Motion: Commissioner Langley motioned to adjourn. Commissioner Rebholz seconded. The vote was unanimous.

Respectfully submitted by:

Kathleen Mosher, CMC, NCCCC
Clerk to the Board

The Beaufort County Board of Commissioner met in regular session Monday, April 5, 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 I remind the Commissioners that inside your notebook or on your table there's a letter from RiverStreet Networks that discloses the amount of stock that I have in RiverStreet. He said for the public that's $885.33 and that's payable to the estate. He said my estate, so I don't get to use any of that money until I die. He said does anybody else have a conflict.

No one spoke and there were no other conflicts.

Approval of Agenda

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

Public Comments

Mr. Rod Gurganus said Mr. Owen Peele is a farmer in the County and he had to take advantage of the weather today and he asked me to pass this along. He then read the following: *Broadband for rural areas is a necessity. I'm Owen Peele, a farmer, and an engineer, I live east of Aurora. My farm is in three counties. There are others that cover more and some that cover less however the size and scope has nothing to do with the need for broadband in agriculture. Mine is an operation growing corn and soybeans but in eastern North Carolina there are many diverse farms. Each one has the same need for reliable, fast, and accessible broadband. Can that ever happen. Technology in agriculture is growing by leaps and bounds. Where we were five years ago is obsolete today. That trend will continue even faster in the future. Today guidance systems on tractors is old news. Broadband is needed for sharing information for machines that are in the fields, for instance tractors and planters talking to each other. For information like soil testing, fertilizer lines and spraying application. Field mapping is becoming more common. Overlaying field maps, soil testing maps, soil testing and fertilizer lines maps is growing, plus elevation and field drainage maps are so important. There are apps for equipment management regardless of distance. I can see how a combine is performing from miles away and make necessary adjustments on the fly. I can see that there's an app for that. Start or stop an irrigation system from your home or form another place without having to be present. Autonomous equipment is coming. Tractors first, harvesters, then application equipment. The technology is here, now and we need it fast, and we need it reliable and inexpensive broadband to make that happen. The run the equipment, broadband is needed for its administration. Many*

farmers, myself included, cannot Zoom like so many of us have lately because of poor internet connection. Zoom meetings are now the new normal, not only for extension meetings and other educational training, but for nearly everything. The cost savings of having virtual meetings will make everything change from education all the way to worship. On-line banking, paperless invoices, accounting, ordering parts, setting up service appointments, all of that is the way business is moving forward. We think too small, where will we be in five or ten years. Building a broadband service for agricultural areas must cross county lines. My farm does not stop at the county line, neither should broadband service. I strongly encourage Beaufort County to work with other rural counties that have the same service issues so that we can make all of rural eastern North Carolina covered. We can be the leader to accomplish that. Let's not find out that we think too small for our future.

Archie Griffin said I'm a farmer like Mr. Owen Peele. He said I farm in the northern portion, almost to the Martin County Line. He said like Owen, I agree we need broadband. He said just today I was trying to access my maps and spray and gather maps to send to my Nutrien man, but I could not do that because I could not access the internet. He said you look on the back of my truck I have a cell phone booster because I cannot access cell phone service where we are. He said if you look at agriculture, not just agriculture but if you look at agriculture from a California standpoint with all of the water restrictions being put on California and the labor that is increasing, California will no longer be able to provide the U.S. with produce that we need. He said the only other state that comes close to that is North Carolina. He said we have the potential, but we can't progress further without broadband. He said the reason I say we cannot progress further without broadband is because produce, nowadays, is going to more of a vertical farming aspect. He said that includes monitoring within greenhouses. He said if you cannot monitor in greenhouses through broadband, we can't do it. He said we are captive by the limited potential that we have. He said North Carolina is placed, especially North Carolina, so it's a vital piece of infrastructure that we need. He said I ask you the question, do we want North Carolina, eastern North Carolina, and Beaufort County, to be exact, to be behind the goal or ahead of the goalpost. He said we need to take the steps now to move forward.

Darren Armstrong said my family and I live near Belhaven and we farm in Beaufort and Hyde County as well as, we also operate a seedling business just east of the Town of Belhaven. He said as a small business owner the value of good internet service has never been so important. He said in today's business world communication is key. He said better broadband, and internet means faster, reliable service which increases productivity for our business. He said a higher bandwidth allows more employees to work at the same time without experiencing lags or delays in services. He said the availability of good internet service is a vital part of our business. He said on most any day in our office we pay bills on-line, we use e-mail to communicate with vendors, place and receive orders, sell grain, and schedule trucks. He said likewise, in the field's tractors use the internet to receive GPS locations for more precise application of input which reduces the excess use of chemicals and fertilizer, increasing both productivity and sustainability. He said in our warehouse we rely on inventory management software to track products coming and going from our facility. He said there's no doubt that good internet service improves all areas of our operation. He said to continue to keep our communities productive, competitive, and attractive as a place to live and work we must be able to provide good internet. He said excellent broadband services encourages growth in local business, keep us viable in a fast placed marketplace and keep us competitive in our industries. He said strengthening our local businesses strengthens the local economy which benefits us all. He said I support to the County's move to expand broadband.

Mr. Wayne Sawyer said I live on the south side of the river. He said I want to speak to you with my time allotted tonight, I want to speak with you about the fact that I am an elected official with the Tideland EMC here in Pantego. He said I want to voice my support and my support of Tideland EMC for Beaufort County Government and the RiverStreet, formally Tri-County Communications. He said I congratulate you Beaufort County Commissioners for its leadership in a broadband engineering study. He said your work began more than a year ago and during that time you have sponsored the County to capitalize on funding opportunities for broadband expansion to the County's underserved areas. He said I can think of no portion of the County with fewer options than rural Beaufort County south of the Pamlico River. He said I know you are considering tonight a partnership with RiverStreet, it's an important first step. He said a plan backbone project that would lead to fiber serving homes throughout the community. He said thank you again for the counties good work to pursue the project. He said Tideland's relationship with RiverStreet has been very successful over many years, especially in northeast Beaufort County and Hyde County. He said I can't think of a better partner as you take the steps involved in the County's good work on behalf of the Beaufort County citizens.

Chairman Waters said I don't see John Taylor, could someone check. He said he sent me his statement so I'm going to read it. He then read the following: *I am John Taylor, 33-year town councilman and 25-year Mayor pro tem of the*

Town of Bath. 45-year veteran of the Bath volunteer fire department, where I've been chief for the last 22 years and assistant chief for 13 years prior to that. I have served our town and community in these positions without receiving any financial compensation. I am currently president of the Beaufort County Fire Chiefs Association, serving in that position for the last five years. While serving in the first responder position I have had the opportunity to witness firsthand the dedicated men and women of the Beaufort County Sheriff's Department. I recently had the opportunity, or misfortune, to respond to a person not breathing in my fire district. All Beaufort County fire departments are dispatched to assist with the CPR in their area. Upon arrival to the scene, I was directed to the room where the victim was and saw a Beaufort County Sheriff Deputy performing CPR on him while the Beaufort County EMS was administering medication. I was requested to perform the breathing part of the CPR process. While this was going on, another deputy arrived and took on the first deputy's roll. These deputies changed positions several times for a 30-minute stint to save this man's life. I wanted to stop and do a video of their efforts. These men and women go through the emotional trials many days during their shift and should be given all the support we can without worrying about whether the Commissioners are going to stop funding them. I personally think you have already made a mistake in doing away with the school resource officers who are an extension of the Beaufort County Sheriff's Force, not just school resource officers. One of these school resource officers stayed on duty in my fire station throughout the night during our last hurricane, performing a dual role, as they often do. I encourage you to refund the school resource officers as they are there to protect Beaufort County's most valuable resource, our children, and do whatever you can to maintain a strong Sheriff's Department in this County. As Chief of our fire department I assure you that all 28 members of my department, as well as many other chiefs I have talked to, express similar feelings to support the Sheriff Office and the school resource officers. Thank you for your time.

Mr. Stewart O'Neal said I'm the president of the Beaufort County Committee 100 and I'm here representing the Board, as well as the membership and just wanted to share our full support of the broadband efforts. He said our main objective is job creation, heads in beds, economic development, and we think having this backbone would be a better step towards that and I think we're in quite a fortuitous position to already have this engineering study so if this money comes available, we can act on it. He said I just wanted to make sure everybody knows we are in absolute full support of it.

Ms. Donna Wortman said I want to thank the County Commissioners for giving me another moment in time to speak my concerns. She said I'm a Beaufort County business owner of two businesses, a homeowner, and I have hired employees and I've been an employee. She said during the hiring process the reading of the resume, down to the interview, which is the hire and into the hire you present yourself honestly, forthrightly and with integrity. She said if it's found out than you don't get the job and if you do get the job and it's found out that you lied after then you might lose the job. She said your campaigns were your interviews, your platforms, your job application, and resumes. She said we've read your words and heard your words, you've spoken to us and we've chosen to take a chance and voted for you, which is the hiring process. She said as a business owner I never tolerate the airing of dirty laundry in interviews, social media, at work, newspaper articles, on T.V. or however the media is presented to the public and your personal opinion of other County employees. She said you may not like them, but you must have respect for them, and you must have respect for each other, all County employees is what I'm speaking of. She said you may have heard the saying "showing their butts to the public", this is what's been happening in the newspapers lately. She said I, myself, would never tolerate that in a business and we expect decency and kindness of all County employees, respect, and professionalism. She said now in regard to the County Police proposition let's use your own comparison between Gaston County, North Carolina and Beaufort County, North Carolina. She said the population of Gaston County, based upon Worldpopulationreview.com is 228,327 people that has had a yearly increase of population of 0.85%. She said since 2010 the increase has been 10.70%. She said Beaufort County's population, as of 2021, is 46,870 from the same source, with a decrease in population of 0.13%. She said last year, with a decrease of 1.99%. She said also take into consideration that Chocowinity and Washington already have their own police department, to even consider squandering our tax dollars is ludicrous and would be a total waste of our money. She said this is not our fight, the spending of our money and saving of our money is our fight. She said we thank you for all that you do, and we say no to a County police department.

Mr. Bill Cook said I think I know most of the folks in this room, I voted for many of them. He said I just wanted today to give you a feel, a flavor of what the folks out there are thinking about what you're doing. He said first of all, let's take the high road, broadband. He said we're moving in the right direction, good job, I'm proud of you. He said that's good stuff. He said that's what's going to make the future of this County and maybe we'll grow a little more than we have in the last year or so. He said God bless you for that. He said the other thing I want to talk about is this new bureaucracy you're thinking about creating in a county police. He said folks out there think you're out of your mind.

He said you're throwing away a whole lot of money, hundreds of thousands of dollars. He said many on this Commission, in the past, have talked about how you're trying to save money. He said they would squeeze every dime. He said it ain't happening no more. He said now we're going to throw away hundreds of thousands of dollars on something we don't need. He said we've got a Sheriff's Department that can do the job. He said as far as I can see, the reason this is going the way that it is, is because of a fight between Commissioner Richardson and Ernie Coleman. He said that's what it's all about. He said it has been for years.

Chairman Waters said Mr. Cook, our policy does not allow the speaker to make a statement that refers to somebody by name. He said you really have to speak to all of us as a group, please.

Mr. Cook said I will do that. He said my apologies for not following your policy, no matter how inartful it is because we all know that some Commissioners do a better job than other Commissioners. He said I just thought you needed to know how folks out there judge this. He said I've often defended this Commission when folks talk about what a joke it is, particularly when they tune in no T.V. and we see some Commissioners acting so silly and others trying to do the right thing. He said I would like to see us use a little common sense. He said maybe we can get some of our Commissioners and our Sheriff's Department together and talk, maybe come to a compromise that will eliminate this crazy spending. He said we've got to do better. He said we owe our people better than this.

Ms. Dot Moate said thank you for allowing me to speak, I will be very brief. She said I support a lot of what Mr. Cook just said. She said but I wanted to comment on a couple of things. She said I would like to see this Board dissolve this police committee. She said I'm opposed to the idea of it. She said I believe that the Sheriff is doing a very good job for the County, covers the County and does it according to the laws that he's required to follow, and they are not necessarily the laws and rules that the Commissioners want done. She said I also wanted to support the broadband. She said I think expansion of that is a good idea and going in the right direction. She said I would like to ask the comment about Suddenlink. She said I know a lot of us are having problems and have had problems with Suddenlink and I know that you adopted a resolution and sent it to whoever is supposed to be in charge at the state level. She said nothing's been done. She said my wi-fi, my phone, my computer, the whole nine yards, has gone out every single day for the last four weeks. She said every day, several times during the day and it's hard to get your job done if you have to use that and you can't get on-line. She said it's absolutely ridiculous. She said there's something else the Commissioners can do for this County and for this city is to get rid of Suddenlink, or at least get them to send out their representatives, or help us. She said I can't even get a guy to come out and look at what's wrong and I know it's them, not me, thank you very much.

Ms. Patricia Garrison said I am quite pleased with the number of people that I see here tonight. She said most often there's three of us that attend these meetings, so I want to thank everybody for their interest in what's happening in our County. She said I would challenge everyone to make sure you're getting all the facts. She said when you're getting the facts, you're getting both sides of the issue and I'm not hearing that people on the street are getting all the facts. She said so we're looking at broadband, let's get all the facts, what is that going to cost the taxpayers. She said zero, what's it going to cost us. She said if we're looking at the Sheriff's Office, there are advantages to an elected Sheriff. She said are we looking at a countywide police force, what are the advantages. She said I, myself, I don't have all the facts and I can't make that decision for myself yet, so I challenge everyone to get the facts. She said also, one of the agenda items, I believe it's section J5, voluntary extension of emergency paid sick leave and emergency family and medical leave. She said is this only for County employees. She said when did County employees begin to have more privileges than the private sector that pays their salary. She said I too am concerned about the loss of population or the decrease in population in Beaufort County. She said over the past year do we have an ongoing study that is showing us the economic impact of Covid, businesses closing and how that is affecting the private sector.

Legislative Updates for Elected Officials

Representative Keith Kidwell said if we have an opportunity at the end, I'd like to address the broadband issue but this evening I come for a different matter. He said good evening Commissioners and citizens of Beaufort County, thank you Mr. Chairman and Commissioners for allowing me time to speak this evening. He said for the record, my name is Keith Kidwell, Representative for the 79th House District, consisting of Beaufort and part of Craven County. He said let me begin with the fact that I have taken a substantially similar oath of office that each of you have taken. He said that being, to support and defend the Constitution of the United States and the that of the State of North Carolina. He said with that being said our job is to protect the rights, liberties, and freedoms of the people that we represent. He said

that's what I want to focus on tonight. He said earlier this year a Commissioner told me about an idea of disbanding the Beaufort County Sheriff's Office as the primary law enforcement agency in Beaufort County and replacing that with a police force. He said at that time I expressed my concerns with the of constitutional protections that a Sheriff has that a police force does not. He said specifically, that being, that the Sheriff has constitutional authority to stop other levels of government overreach. He said we have used that authority right here in Beaufort County. He said to my best knowledge, and I was there, the Sheriff stopped the railroad when they were trying to shut down Whichards Beach Road with no advanced notice. He said I contacted the Sheriff; he told the railroad they would not be permitted to close that road until they had given the people proper advanced notice. He said that's an example of the Sheriff exercising his authority to protect the citizens in this County. He said there are cases like this throughout the United States, in fact, Sheriff Mack wrote a book about it, where the protections have been used. He said in Middlebury County the Sheriff stood up to an overreaching FDA when they tried to stop an Amish milk farmer from selling raw milk. He said there are other many examples in Texas, California and throughout the County. He said then we come here to Beaufort County North Carolina where we have differences of opinions so deeply rooted, that you and these school board members are willing to sacrifice the office of the Sheriff. He said now don't talk about the Sheriff, the Office of the Sheriff, over personality conflicts. He said ready to remove our school resource officers who offer the best and least expensive protection for our children and the people of this County. He said why, because the school board didn't get their way in how the resource officers would be used. He said I spoke to school resource officers, I spoke to Mr. Cheeseman, thank you. He said let's talk about the tax increase you will now have to levy on the citizens because you can't work out your differences. He said let's talk about the fact that the people of Beaufort County will not only have less effective protection for our children but will also will not have 13 Sheriff Deputies when school is not in session, to help with law enforcement efforts, to respond to ne'er do wells who are busting into our County and may intend harm to our citizens, businesses, and homes. He said that just happened recently, right here at the Washington waterfront but you, the elected Commissioners, our school board members, and the superintendent of schools, who, by the way, could walk out at any minute, a moment's notice, and take a job elsewhere and leave us holding the bag. He said you don't seem to take that into consideration. He said this is not about who the Commissioners are, this is not about who the Sheriff is, this is not about who the school board members are or the superintendent of schools, this is about the people of this County, its citizens, and its Constitutional protections that only the office of the Sheriff provides. He said if you defund our Sheriff's Office, if you spend hundreds of thousands of dollars of taxpayer's money unnecessarily, if you reduce the protection to our citizens, if you place our children in danger, if you destroy the constitutional protection that only a sheriff's office can offer how do you reconcile that with your constitutional oath of office. He said you appear to be willing to sacrifice this and more for your own interest and ego's bigger than the County courthouse. He said to defund the office of the County Sheriff, you will require your member of the North Carolina House of Representatives, me, or a senator, to introduce legislation and pass it through both chambers of the general assembly. He said let me be abundantly clear, I never suggested to this body or any member of it that I would support, draft, or assist any effort to that affect. He said I will not support any such legislation. He said in fact I will make every effort to stop that legislation, any legislation that would defund the office of the Sheriff. He said to defund the office of the Sheriff, I believe, would be a violation of my constitutional oath to protect and defend the Constitution and the citizens of the 79th district. He said the elected officials of this County, you here this evening, the school board members and the Sheriff need to sit down and do what the citizens have elected you to do, run this County, spend the least amount of tax dollars to obtain the best possible results. He said I'm asking you to put aside your personal issues and serve the people of this County to the best of your ability. He said I will stand for any questions now from the Commissioners, I will meet with the press and the citizens afterwards out front.

Commissioner Richardson said can you site the part of the constitution that gives the Sheriff these special duties and privileges that you talk about.

Rep. Kidwell said sir it's not in our North Carolina Constitution that the Sheriff has that authority, but I can tell you Commissioner Richardson that it has been done right here in Beaufort County. He said I can site you that incident and I can also site you a book if you would like to read it, America's Last Stand, the County Sheriff by Richard Mack. He said feel free to read that and inform yourself on it.

Commissioner Richardson said then the Sheriff violated the law.

Rep. Kidwell said the Sheriff did not violate the law sir he stood up against the federal government in Michigan where he stood up for an Amish farmer. He said there have been cases where they stood up against the Army Corps of Engineers when they told him it would take ten years to get a permit to repair a bridge that had been washed out and

the Sheriff said no, that's not the way it's going to happen. He said they do have that authority. He said they are the constitutional defense between you and an overreaching government.

Commissioner Richardson said I ask you again to site the part of the constitution that gives the Sheriff the authority that you say he has.

Rep. Kidwell said Commissioner Richardson you know as well as I do that is not in the constitution.

Commissioner Richardson said that's exactly right.

Rep. Kidwell said but he does have that authority as a constitutionally elected law enforcement officer.

Commissioner Richardson said no he doesn't.

Rep. Kidwell said you're incorrect Mr. Commissioner. He said then there's a lot of Sheriff's in counties, this Sheriff should be arrested because he stood up against the Governors unjustified overreach. He said the Sheriff in almost every county in North Carolina has done that in the last year. He said they should all be arrested under your scope Commissioner Richardson.

Commissioner Richardson said these other abuses of power, like allowing his deputies to use government property as they wish, that's an abuse of power. He said that's why we're looking at this. He said there are plenty of abuses of power in the Sheriff's system.

Rep. Kidwell said that's not what I'm talking about tonight. He said I'm not talking about the Sheriff; I am talking about the office of the Sheriff. He said let's not throw out the baby with the bath water. He said let's not dispose of the office of the Sheriff because there are personality conflicts between you. He said I don't count the Sheriff as innocent Commissioner Richardson, I really don't but I would say many members of this board and members of the school board are also not innocent. He said what I suggest is we get an arbiter who sits down and works this out for the benefit of these citizens.

Commissioner Richardson said where is an arbiter written into the law.

Rep. Kidwell said I don't think it's written into the law but where is written that you cannot do it sir.

Commissioner Richardson said but it's not written into the law and nobody has to abide by it if it's not within the law of the State of North Carolina. He said are you sure you understand how the Dylan Act applies to government in North Carolina.

Rep. Kidwell said Mr. Commissioner I do understand the fact that what you're doing here tonight is to violate the constitutional rights of the citizens of this County. He said they duly elected this Sheriff whether you like him or not, just as much as they duly elected you. He said nobody has the authority, North Carolina does not have a recall process and defunding the office of the Sheriff, in my mind, violates your constitutional oath to protect and defend the people of this County.

Commissioner Deatherage said Keith, I keep hearing.

Rep. Kidwell said I'm sorry, Representative Kidwell when I'm standing here, thank you.

Commissioner Richardson said be sure you bow down.

Rep. Kidwell said I'm not asking you to bow down Commissioner, I'm asking you for due respect.

Commissioner Deatherage said sorry, please forgive me, Representative Kidwell, I keep hearing defunding, can you give me the math on that.

Rep. Kidwell said about $400,000 that we're going to spend, additional money. He said we've already cut; Commissioner I believe it's my turn to speak.

Commissioner Richardson said I'm not speaking.

Rep. Kidwell said well you did, you said no.

Commissioner Richardson said I'm allowed to nod my head. He said I'm allowed to say no to things that are not true.

Rep. Kidwell said Commissioner Deatherage, if we look at what's being done, we've just taken 13 positions away at the Sheriff's level, to put new law enforcement into our school system and to my understanding, now correct me if I'm wrong but we've formed a committee to consider changing to a Beaufort County Police Force. He said is that not defunding the Sheriff.

Commissioner Deatherage said you're asking me a question.

Rep. Kidwell said I believe I did, yes.

Commissioner Deatherage said let me start with the police committee. He said that's pretty much just a fact-finding committee at this point, at least as far as I'm concerned. He said I can only see it through my eyes, as is the constituents that I represent. He said that's why I'm doing this. He said you represent your constituents, that's what you're doing tonight.

Rep. Kidwell said I think they're substantially the same people.

Commissioner Deatherage said they are substantially the same people. He said they may see some things differently at different times but let me move over to the defunding part. He said please be aware that the memorandum of understanding between the school board and Sheriff Coleman was voided by Sheriff Coleman, not the school board. He said personally I'm not a big fan of school resource officers as it is now, I wish it was done differently. He said I've expressed that. He said but there's an agreement right now between the school board and the Commissioners to provide the school resource officers. He said many of the Commissioners in here voted for that and as far as that goes, me coming in as a Commissioner, again, re-elected as a non-incumbent, I have to go with what the Commissioners are doing at that point and we should honor all contracts to whatever extent those contracts specify. He said at that point I think we may be doing the right thing letting the school board go out and find school resource officers that want to do the job. He said Sheriff Coleman voided the contract. He said I've seen all the paperwork, he didn't want to do it anymore, go out and find someone else. He said when di that stop not being the truth and started being defunding the Sheriff's Department. He said of course what I'm hearing is they're going to try and hire these officers but that was Sheriff Coleman defunding himself, in effect.

Rep. Kidwell said so if I'm not mistaken, over the last several years we actually removed the Sheriff controlling the front door at the courthouse, so we've lost some positions there. He said we had a situation where we're taking them out of the school system, I believe, again, Commissioner it is my turn to speak.

Commissioner Richardson said I can nod my head when you're saying things that are not true. He said you need to be more honorable in your position.

Rep. Kidwell said I believe I am. He said to respond Commissioner Deatherage, we're also looking at taking and creating a police force, we're looking at removing 123 deputies that are used at the system. He said let's talk about the availability of those deputies when they're not working in the schools. He said they can be used during the summer when classes are not being held, to patrol the streets of this County. He said they can be used to do investigative work. He said the police force at the schools can't do that. He said matter of fact they can't operate off school property. He said so if a criminal comes in, does something and runs off school property they can't even go after them. He said they have no arrest powers once they leave the school.

Chairman Waters said we have time for one more question or comment.

Commissioner Walker said Representative Kidwell this occurred during the height of the pandemic of the Covid-19 situation. He said the school board was trying every way that they could to instruct kids in schools that were closed. He said do you really think they had time to do this SRO thing.

Rep. Kidwell said do I think who had time.

Commissioner Walker said the school board. He said do you think they would visit the SRO situation because you made it kind of clear that they had everything to do with it. He said I'm asking you did you think the school board had something to do with this. He said this really caught them totally off guard. He said they had no idea when they got that email.

Rep. Kidwell said I think I understand your question now Commissioner. He said I think what we're actually looking at is a combination of personality conflicts that don't seem to get resolved between people who are elected to do their best job to represent the people of this County. He said what I see is a complete failure in all, in all related to this subject. He said this Board, the school board, as well as the Sheriff himself. He said nobody is innocent in this.

Commissioner Walker said I've been here four months, I've yet to meet the Sheriff.

Rep. Kidwell said I think that goes back to a long-storied history of animosity and personality conflicts with this Commission. He said this is not something that happened today, this is not something that happened during Covid, this is something that we, the citizens of this County has endured for three Sheriff's now.

Commissioner Walker said you be the mediator and I'll meet any time.

Rep. Kidwell said I would be glad to offer my position to do that.

Commissioner Walker said I'd like to do it in this room with T.V. streaming.

Rep. Kidwell said I'd be happy to do so, sir. He said if I could just have 30 seconds about broadband. He said your general assembly is sorely aware of rural areas need for broadband. He said we are working diligently on that. He said we are seeing if we can allocate more Covid money for that purpose. He said we're looking at getting this into the budget and we're going to work towards resolving the broadband issues, whether or not the come from a single company. He said if you have an issue with a single company, please take out your pen and write down my email address. He said send me an email directly and I will get them to take care of your problem. He said it's Keith.Kidwell@ncleg.gov. He said please contact me I will be happy to assist anyone of this body or anyone in the general public.

Items for Consent

1. Health Dept. FY 22 Consolidated Agreement
2. Health Dept Fee Request
3. Budget Amendment, Health Dept
4. Budget Amendment, Health Dept
5. Budget Amendment, Health Dept
6. Budget Amendment, Health Dept
7. Budget Amendment, DSS
8. Budget Amendment, DSS
9. Surplus, DSS
10. Surplus, County IT
11. Surplus, Admin Bldg
12. Tax Collector Refunds Over $100
13. Tax Assessor Refunds Over $100
14. Dangerous Dog Board Appointment
15. Board Minutes Approval

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

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

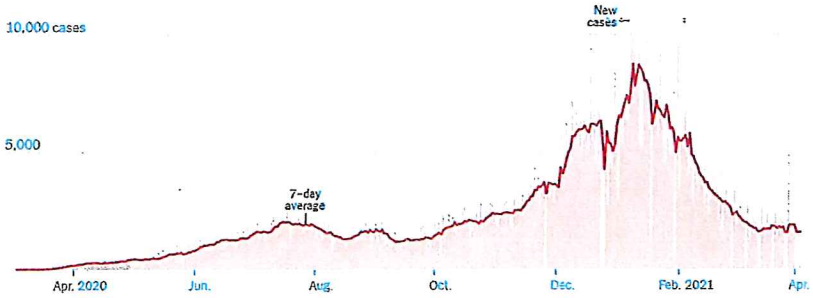
Commissioner Walker

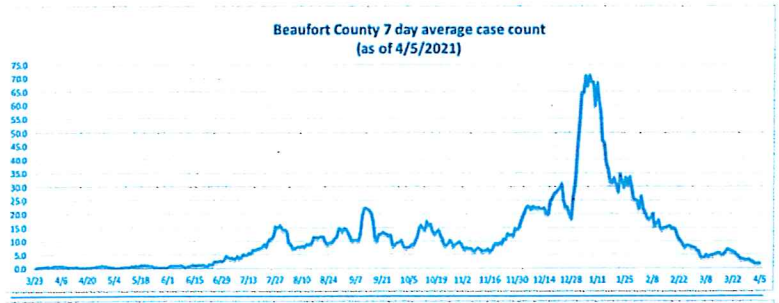
See Addendum 1

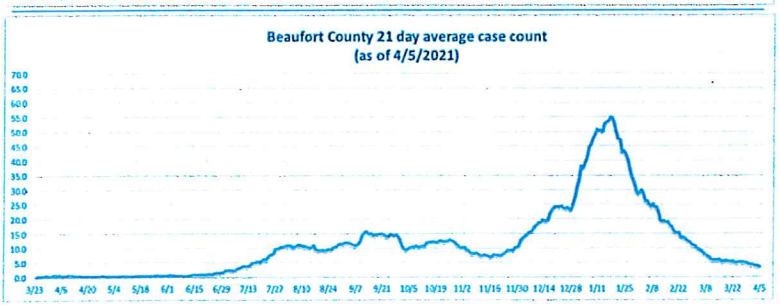
Covid-19 Update

Mr. Jim Madson said I wanted to start off with a comment that this is Public Health Week, this whole week so if you see public health workers out there, please give them a thank you, especially this time but every year about this time. He said usually we end up our Public Health Week with our 411 event but this is the second year we've had to cancel because of Covid. He said but we look forward to having it next year with everyone attending the health fair. He said I have a note here to make sure I mention that the daily report that we send out, we're going to do that on weekdays now because weekends, we only have a couple cases every day so we're not going to worry about reports over the weekend. He then gave the following presentation.

New reported cases





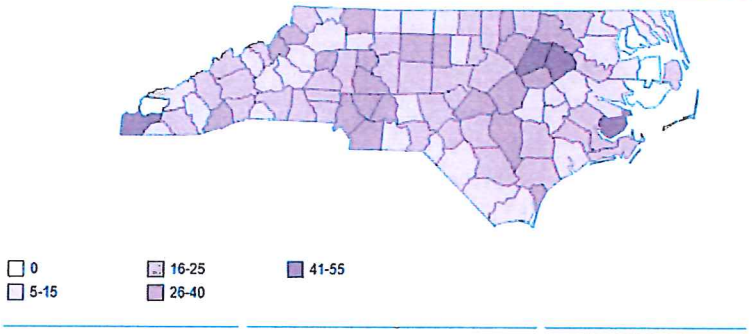


Monday, April 5, 2021		
Tests conducted on Beaufort county residents (to date)	40,024	
Total cases (tested positive)	4,394	
Total hospitalizations that have occurred	228	5.2%
Total Deaths*	92	2.1%
Average age of deaths (years)	78.3	
Known active cases currently in the county	33	
Currently hospitalized	4	12.1%
Currently on a ventilator	-	
Total cases recovered	4,269	97.2%
Outbreaks and Clusters		
Nursing Home	1	
Residential Care Facility	1	
School	-	
Childcare	-	
Deaths* from long term care facilities	43	47%

*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.

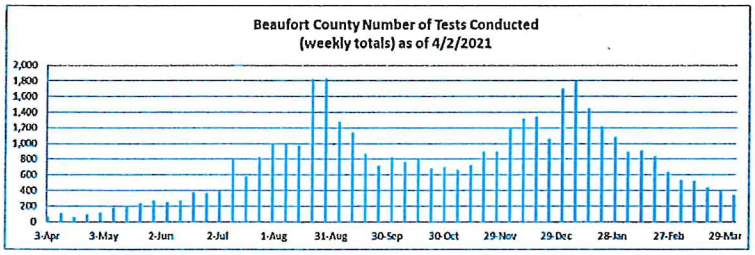
Rates over the last 14 Days

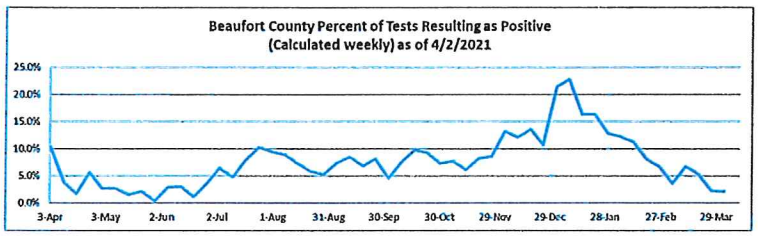
Beaufort County = 11 per 10,000



Per 10,000 population

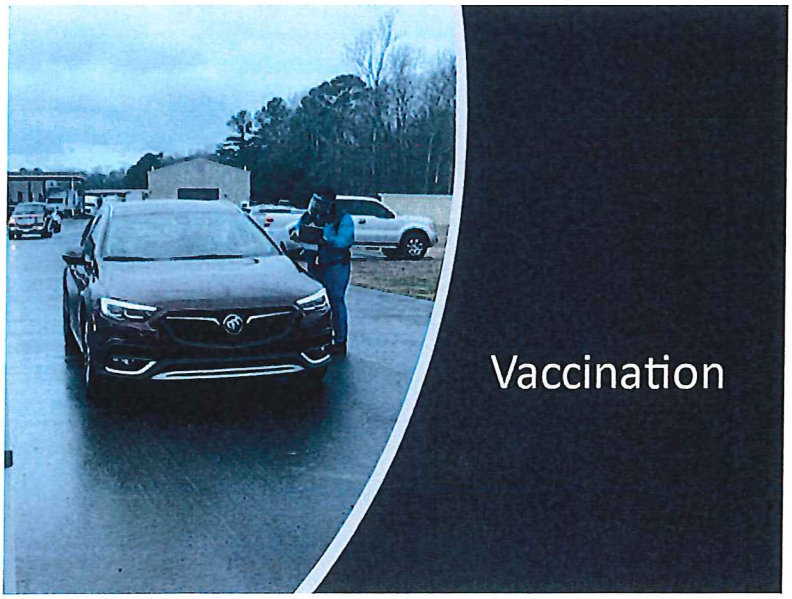
Testing

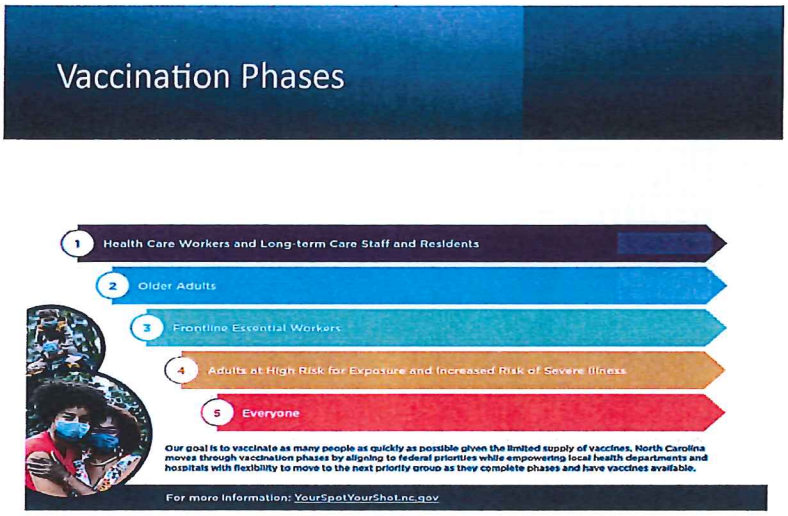




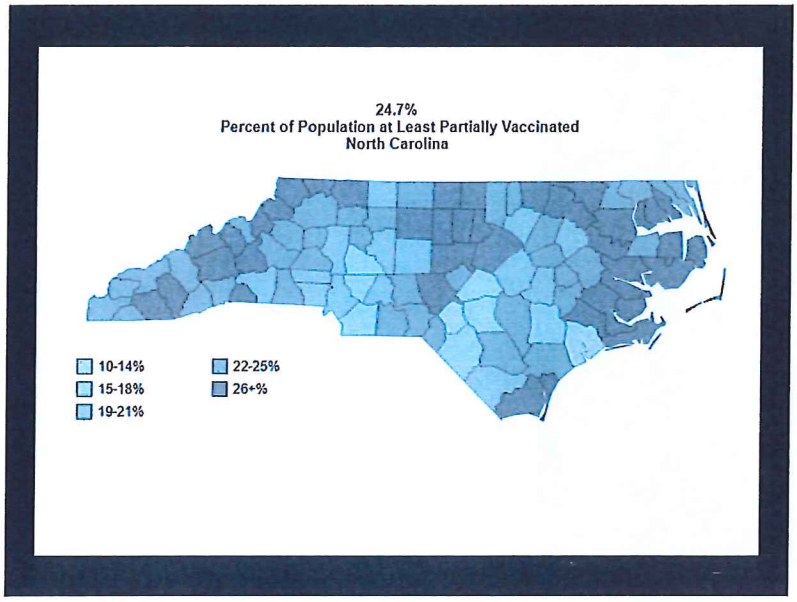
Test Sites

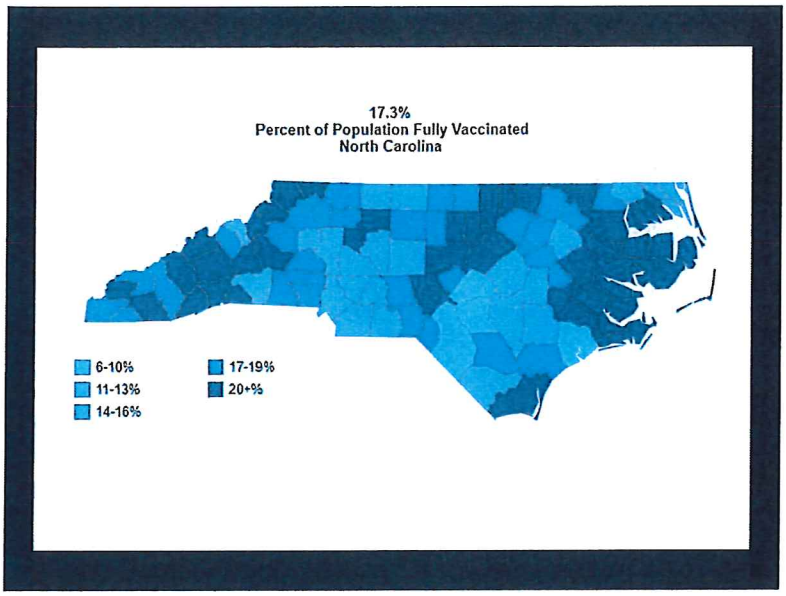
- Workdays – 8:30AM to 11:00AM at the Health Department
- Mondays – 10AM to 4PM at Fresh Anointing Church in Aurora
- Tuesdays - 9AM to 1PM at Cornerstone Church
- Wednesdays – 11PM to 5PM at the Wilkerson Center in Belhaven
- Fridays – 12PM to 4PM at Spring Garden Missionary Baptist Church in Washington

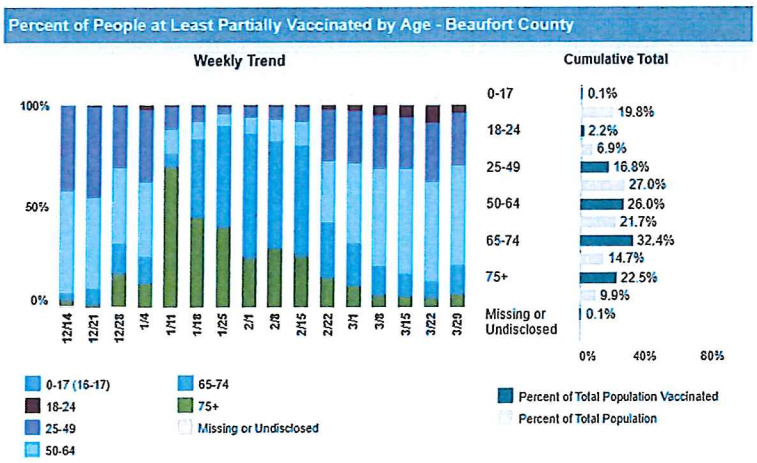


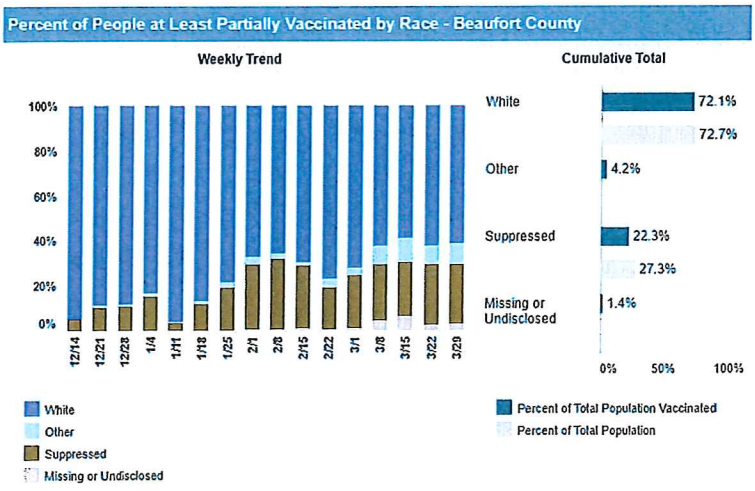


Monday, April 5, 2021	Local Program	Federal Program	Total	
Beaufort County Population (NCSCHS)			47,079	
Residents that are partially vaccinated against COVID-19	14,560	1,332	15,892	33.8%
Completed COVID-19 vaccine series (all vaccines)	11,158	705	11,863	25.2%
Total Doses administered			27,755	
Population over 65 years of age (NCSCHS)			11,281	
Over 65 that have received first dose of COVID-19 vaccine	8,168	433	8,601	76.2%
Over 65 that have completed series	7,487	349	7,836	69.5%




17.3%
Percent of Population Fully Vaccinated
North Carolina
6-10%
11-13%
14-16%
17-19%
20+%


Percent of People at Least Partially Vaccinated by Age - Beaufort County
Weekly Trend
Cumulative Total
100%
50%
0%
12/14
12/21
12/28
1/4
1/11
1/18
1/25
2/1
2/8
2/15
2/22
3/1
3/8
3/15
3/22
3/29
0-17 (16-17)
18-24
25-49
50-64
65-74
75+
Missing or Undisclosed
0-17
18-24
25-49
50-64
65-74
75+
Missing or Undisclosed
0.1%
19.8%
2.2%
6.9%
16.8%
27.0%
26.0%
21.7%
32.4%
14.7%
22.5%
9.9%
0.1%
0%
40%
80%
Percent of Total Population Vaccinated
Percent of Total Population


Percent of People at Least Partially Vaccinated by Race - Beaufort County
Weekly Trend
Cumulative Total
100%
80%
60%
40%
20%
0%
12/14
12/21
12/28
1/4
1/11
1/18
1/25
2/1
2/8
2/15
2/22
3/1
3/8
3/15
3/22
3/29
White
Other
Suppressed
Missing or Undisclosed
White
Other
Suppressed
Missing or Undisclosed
72.1%
72.7%
4.2%
22.3%
27.3%
1.4%
0%
50%
100%
Percent of Total Population Vaccinated
Percent of Total Population

Other Vaccine Info

- County wide allocation is 900-1100 per week.
- Multiple partners and options now vaccinating in the county and the Mega-center in Greenville.
- Notable drop-off in demand for vaccination.
- Our schedule went from 200 1st dose demand per day of operation to <60 per day.
- We are working with Healthy Clergy group to increase receptivity and help make appointments.

Other Vaccine Info

- Johnson & Johnson (Janssen) is expected to come soon.
- Event if we get some J&J.

Chairman Waters said is 16 as low as you can go now.

Mr. Madson said we can't do 16 because we don't have the Pfizer. He said 18 is as low as we can go right now. He said with the Moderna and Johnson & Johnson 18 is as low as we can go.

Chairman Waters said so who can do 16.

Mr. Madson said Greenville Convention Center.

Chairman Waters said can they go lower than 16.

Mr. Madson said I don't think so. He said not yet but there are studies out there that are being done. He said I think it was Pfizer that said they think theirs is safe for 12 and above. He said that may come but not yet.

Commissioner Walker said I think I'm the last Commissioner that I'm getting my second shot tomorrow. He said has everyone had two, there you go, go get shot, it's as simple as that. He said we're doing this livestreaming so everybody that's watching, do it.

Chairman Waters said that's the first time that I've heard that the call center is working to book people to O'Neals and Belhaven.

Mr. Madson said we've been doing it for a while. He said it may be the first time I've said it, but our goal is not necessarily to bring them to the health department but to get them vaccinated. He said early on we had that shortage, and we were making appointments for them at Greenville at the convention center.

Commissioner Rebholz said I think they now ask where do you live and try to match it up that way.

Mr. Madson said yeah, they're trying to make it more convenient for people when they ask them that question.

Health Dept Kate B. Reynolds Grant

Mr. Madson said for some of the new Commissioners, Beaufort County 360 is an organization that came together of health and human services. He said it consists of organizations like the health department is part of it, Agape is part of it, Vidant Hospital is part of it, the school system is part of it, community college is part of it, the United Way. He said so a lot of organizations that focus on issues in the County have gotten together and formed BC 360. He said it was about six years ago that we formed. He said one of the first things that we tackled as an issue was homelessness and so we formed a task force and that's how the Open-Door agency came about for Harvest Moon, so I do that as a background so you're aware of what BC 360 is. He said a couple years ago we put together a taskforce, a behavioral health taskforce and their issue was to address behavior health issues and substance abuse. He said for a couple of years they've been working on what we're going to do in the County, how we're going to try to address that issue. He said of course you all know about the opioid epidemic that came through and is still amongst us but kind of gets overlooked due to Covid. He said so that taskforce has been working towards the goal of coming up with strategies to tackle it. He said Kate B. Reynolds knows about this taskforce and they have come to the Health Department and asked if we would be willing to write a grant in order to receive funds to help the behavioral health taskforce address this issue. He said they want to give the health department enough money for us to hire a program coordinator to help all the agencies work on this issue and in order to do a comprehensive plan and implement strategies in order for us to tackle substance abuse issues in our County. He said they would also like us to align the needs of the Commissioners when opioid settlement money starts coming down the pipe as well. He said so the hope is that we can create a comprehensive plan, get your approval for this plan and strategies to tackle the issue so that when those funds come down it will be available for you to use as your strategy to tackle that. He said the expectation is that you're going to receive a certain amount of money for 20 years as part of that settlement. He said that's not the only goal. He said the goal is also for our agencies to line up, to understand what each other is doing to help create a flow for those who misuse opioids or at risk for death due to overdose. He said there's a bunch of different programs out there. He said that's pretty much Kate B. Reynolds has asked and in order to take the grant I have to get your approval and to move forward with the application. He said it sounds like it's going to be, nothings for sure but it sounds like they really want to help with this project.

Commissioner Booth said did your board approve this grant.

Mr. Madson said no. He said I just got word of it last week, so I brought it here.

Commissioner Richardson said I don't think the grant, I don't think what he's asking for, and correct me if I'm wrong, you're just asking for approval to make application.

Mr. Madson said correct.

Commissioner Richardson said then he comes back to us.

Mr. Madson said which will give me time to go to the Board of Health and talk to them

Motion: Commissioner Booth motioned to make the application. Commissioner Waters seconded. The vote was unanimous.

Jail Electronic Medical Records

Mr. Madson said right now we're doing the jail health program and we're doing everything by paper. He said we want to try to move it to electronic, like we have at the Health Department itself. He said this is a separate program and

basically what it does is it helps us line up with meaningful use compliance for medical records, it allows us to move to an electronic version of all the documentation that we do, and, in that case, it makes it much easier for us in administering medication and allows the provider to actually review the record online. He said when she gets called about somebody in the jail, instead of having to come in and doing an assessment they're able to look at the records and do an assessment by phone. He said one of the nice things about it is it allows us to pull down reports. He said if I wanted to, I could pull down a years' worth of reports and see what percentage of our patients, the inmates, have substance abuse problems, how many have diabetes, and so it allows us a little bit easier, instead of having to tick off on a piece of paper every week, trying to count up these numbers. He said the reason I bring this to you right now is because the Covid-19 funding allows us to do anything that will help us with surveillance and this program will help us with surveillance. He said we'll be able to use some Covid-19 dollars for this instead of having to use County dollars.

Commissioner Deatherage said how many nurses do we have now working in the jail.

Mr. Madson said we have three and one Rn, excuse me, a nurse practitioner who oversees the medical care.

Commissioner Deatherage said we've got 45 or 50 people in the jail and it takes three nurses to keep them in tip-top shape.

Mr. Madson said we have to cover weekends and stay compliant.

Commissioner Deatherage said that's pretty good healthcare.

Mr. Madson said its standard healthcare.

Commissioner Deatherage said do the math, think about it, I don't see nurses that much.

Commissioner Richardson said I'm going to make a statement and I need to qualify this by saying I'm on the Board of Health. He said I think it's way, with all due respect to the gentleman who's speaking, he's doing a fantastic job as Health Director so don't read anything into this. He said to have three nurses, 24-hour coverage for 43 people in the jail is ridiculous. He said we've never done that before. He said that's something that's come about recently, and we don't need to be doing that and for that reason I'm going to vote against this because all we're doing is adding more and more bureaucracy to bureaucracy and just because you're in jail you're not entitled to health services and health treatment. He said the whole purpose of the state law says is that we're to provide emergency services, we're only to provide emergency services to inmates so why have we got this program on where we're giving all of this care out of the softness of our hearts and I just can't support this. He said it's a waste of the taxpayer's money.

Commissioner Rebholz said how much money are we talking about.

Mr. Madson said the program is going to run $33,000 to get it bought.

Commissioner Rebholz said there's no additional staff, right.

Mr. Madson said no.

Motion: Chairman Waters motioned to approve the purchase of the program. Commissioner Rebholz seconded.

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

Commissioner Deatherage said did you expect the Biden border crisis, with 10% of all illegals coming in right now having Covid being a problem for us up here.

Mr. Madson said do I expect it to be a problem, I don't expect it to be a problem in Beaufort County.

Commissioner Deatherage said you don't think so.

Mr. Madson said no.

Commissioner Deatherage said they spread out once they're doing that catch and release now, back and forth. He said they're spreading out far and wide throughout the lower 48. He said I just wanted to make that statement for the record. He said it was really a rhetorical question.

See Addendum 2

Refinancing of General Obligation School Refunding Bonds, Series 2012, 2015 and 2017

Ms. Anita Radcliffe said so tonight we have two items on the agenda related to bond refinancing that will save the County money on our debt service. She said the first item begins on page 250 and it's the refinancing of the general obligation school refunding bonds, series 2012, 2015 and series 2017. She said our financial advisors, Davenport and Company, issued a request for proposals the week of February 22nd to over 50 national, regional, and local lending institutions to see if refinancing the County's general obligation bonds would save the County money. She said Mr. Ted Cole, Senior Vice-President with Davenport, is here this evening to review the summary of the bids, the key terms and conditions of the responses, as well as answering any questions the Board may have. She said once Mr. Cole is done with the financial piece of the presentation, I'll turn it over to Mr. Bob Jessup. She said he is a public finance attorney with Sandford Holshouser. She said he is serving as bond counsel for us on the transactions and he'll be coming out to review all the legal documents that are required to move forward with the refinancing. She said at this time I'll turn it over to Mr. Cole and he's going to be reviewing the information on page 251 in your agenda book.

Mr. Ted Cole said we're going to talk about the general obligation refinancing. He said there's another one, as Ms. Radcliffe said, on the next one. He said in your packet, I think if you go to page 251 you will see the eight different banks that responded to our request for proposal to refinance these general obligation bonds. He said you might recall, when we last spoke two of these bonds that we considered refunding would be done as an advanced refunding because they can't be taken from the current bond holder until next spring. He said we're able to do that but under current tax law that would have to be done on a taxable basis and that's what we asked the banks to respond to. He said we received taxable interest rates for what we're going to call the 2021 A taxable interest rate, and a tax-exemption interest rate for the 2021 B bonds because one of these loans can be done tax-exempt. He said we did receive eight different proposals. He said one of the things we asked these banks to consider on that taxable refunding, it goes by the name of a Cinderella bond, that's sort of the industry name for it but what it does, we close this refunding on a taxable basis but next spring, as soon as it's able to be done on a tax-exempt basis, it converts from a taxable rate to a tax-exempt rate. He said so sort of the concept of Cinderella, the taxable rate expires, and the tax-exempt rate comes into existence and we received a number of proposals for that. He said that will help create additional savings than if we were to refund that on a taxable rate only. He said if you look at page 252 you will see that we received these eight bids. He said all of these names are firms that we've worked with before, the participate in bank RFPs regularly. He said they may not all be household names to you all, but we do know them, and we highlighted three, in particular, that we focused on. He said I will give you a spoiler here, line 5, Key Government Finance is the proposal that we're suggesting, or that we're recommending. He said let me walk through the rates for you, looking at Key Bank. He said remember I said there was a 2021 A that's taxable. He said they have proposed a rate that would be fixed for the entire term of the debt that would be 1.48%, you can see that number. He said but they have also said come next spring, spring of 2022, you can convert, the County can convert that loan to a tax-exempt rate because you will then be eligible for tax-exempt financing under current IRS regulations, to a rate of 1.17%. He said so it will convert with a handful of items that will need to be delivered to the bank next spring. He said current audit, a legal opinion and Bob Jessup can cover a couple of other things. He said generally check list items. He said so if those things get delivered to the bank next spring that taxable rate of 1.48% will convert to a 1.17% for the remaining life of the loan. He said if for some reason you're not able to provide that documentation the loan just continues at the 1.48$ rate. He said there's nothing bad that happens, it just doesn't convert. He said on the 2021 B they gave us a rate of 1.23%. He said all of these rates would be fixed for the

entire term of the financing. He said we're not extending the debt, we're not shortening the debt, it's still going to pay off in the same fiscal year as it would if you did nothing, we're just going into lower interest rates. He said if you look at page 253 in the packet you will see a couple other terms and conditions we wanted to point out. He said table 2 is the pre-payment provisions. He said this would be the prepayment of this new bond 2021. He said with Key Bank it will be prepayable in whole or in part at any time with a 1% penalty in the first year and no penalty thereafter, so we have pretty good pre-payment flexibility going forward if there were ever a need or desire to refund or pre-pay it. He said bank closing fees, Key Bank does not have any bank closing fees. He said if you go to page 254, at the top you will see the summary of the savings and I would look at Key Bank, in the middle, and the first six or so lines are what the savings would be for all three refunds. He said the 2012's, 15's and 17's if that conversion does not occur. He said meaning next spring that taxable rate does not convert. He said the total savings would be $304,000 for the 2021 A bond and about $40,000 for the B's so in total about $346,000. He said that's if we close this loan in the next month and we never do that conversion next spring. He said directly below it is the results, assuming that we do the conversion next spring, and you'll see the savings go in total from about $346,000 to $391,000 so that's the incremental advantage you would get from that conversion from taxable to tax-exempt next spring. He said all of this meets all of the normal criteria that you would expect to see for a refunding in local government finance, the Local Government Commission and Raleigh has to approve it. He said we would not envision or anticipate any problems from them, given the level of savings, however we might choose to measure it, whether it's dollars or percentages. He said so for that reason we're recommending you consider moving forward with Key Bank for the general obligation refunding 2021 A and 2021 B. He said Mr. Jessup will discuss with you in a moment there is action for you to consider this evening. He said if that all were to take place, we would be back May 3rd for the second and final action on this. He said the Local Government Commission would consider it at their May 4th meeting and we would be able to close by May 19th, which is the deadline with the bank.

Commissioner Rebholz said is there any reason you can think of that we wouldn't convert, we chose not to, we just forgot to.

Mr. Cole said there's no reason that I can think of why you would not and it's very unlikely there would be a problem delivering what the bank requires next spring. He said I suppose there could be a delay in an audit or some other event. He said the right to convert does not go away. He said it's not a one time convert so if for some reason you can't convert next spring, as unlikely as that may be, you could do it next fall, that would be just fine. He said it doesn't go away, your right to do that so I can't think of a reason why you would not do it unless there was just a hiccup in what's required by the bank to memorialize it. He said any other questions on the process or financing. He said I'll ask Mr. Jessup to come up and talk about the approval process.

Mr. Bob Jessup said I'm a lawyer with the law firm Sanford Holshouser, LLP. He said our offices are in Tarboro and it's been our pleasure to work on this project as bond counsel for the County. He said there are two actions we need from the Commissioners tonight for the GO Bond approval. He said the first is consideration of a preliminary resolution and your support of the application to the LGC. He said this is something the LGC staff looks for, and it just makes it, as it says, a preliminary consideration to move forward. He said then we also have a, the preliminary resolution starts on page 265. He said the bond order, which is the general framework that our statutes call for start on page 267. He said after those are adopted, if it's the Board's pleasure, we'll be back on May 3rd with a resolution that will formally approve the Key Bank proposal and including the financing documents, including the documents that provide for that conversion option. He said the documents you have today, I'm trying to keep it short and to the point, just try to hit the statutory checkmarks that we're going to borrow, approximately $9.8 million but up to $10 million and the Board agrees that if it's necessary, to levy taxes you will do so, just like you have in your existing GO Bonds.

Chairman Waters said the first one is the resolution supporting the application to the Local Government Commission. He said is that right.

Mr. Jessup said yes.

Motion: Vice-Chairman Langley motioned to approve the resolution supporting the application to the Local Government Commission. Commissioner Richardson seconded. The vote was unanimous.

Mr. Jessup said the bond order, the framework for the GO Bonds and we ask for approval of that.

Chairman Waters said this one is on page 267 in your book.

Motion: Vice-Chairman Langley motioned to approve. Commissioner Richardson seconded. The vote was unanimous.

Mr. Jessup said you also have in your book a statement of estimated interest and statement of County Debt that is required to be on file. He said that concludes the GO Bonds and I will talk about the limited obligations.

See Addendum 3

Refinancing of the 2012 Limited Obligation Bonds

Ms. Radcliffe said next we're going to move to water related limited obligation bonds. She said they're on page 276 and I do have a handout on those so we could provide you with the latest financial numbers on the loans. She said at your last month's meeting we held a public hearing to take public comments concerning the proposed refinancing of an estimated $34 million borrowing for the County to refinance the limited obligation bonds that were originally issued in 2012, to refinance obligations of the County's water districts. She said there were no public comments offered. The Board adopted a resolution at last month's meeting supporting application to the Local Government Commission for its approval for the refinances. She said again, we have Mr. Ted Cole to go over the financial numbers with you that I just handed out to you tonight and once he's done with that, I'll call up our bond counsel, Mr. Jessup, to review the legal documents that are required for adoption.

Mr. Cole said on the handout, the second page but it says page one in the lower right corner, is our current estimate of the bond market for this transaction. He said keep in mind that we are scheduled with the Local Government Commission to sell these bonds the week of April 19th. He said so that is the date, the week of the 22nd is when we'll actually lock in the interest rates, so this is an estimate. He said as Ms. Radcliffe said it's roughly $31 million that we'll be refunding. He said there's a not to exceed that's a little bit higher but we're only going to issue how much debt you need to pay the old debt and pay the issuance costs, nothing more. He said again, we're not shortening the debt, we're not extending the debt, it will continue to pay off in the same fiscal year and based off current taxable interest rates, savings over the remaining life of the loan, I'm looking at the right-hand side of the page, is about $2.2 million. He said when I was last here, we were estimating about $2.5 million so we've lost a little bit of ground. He said rates have edged up a little bit and they will continue to move around until our sale date, again, April 22nd. He said but we are still, if you look on the left-hand side, line 17, we still have our key benchmark is the net present value savings measured in percentage so the savings as a percentage of the debt we're refunding is the math is about 5.5% and that meets all of the sort of customary benchmarks or minimums that the Local Government would look for and it's just best practice. He said so we're hopeful to see minimal rate movement between now and then. He said ideally, for this purpose, lowering the rates would be helpful to us. He said on page 2 we have given you just a little bit of a look at what movement in rates does to the savings so if you look under column B, that's the current market that we've estimated, approximately $2.2 million of savings over the life of the loan. He said you recognize that year by year. He said column C is what happens if rates go down by 10 basis points, D is what happens if rates go up by 10 basis points and then we've sort of helped give you further perspective on ratings increases and how that affects the savings. He said we've gone 20+ basis points and plus 30 basis points. He said somewhere between 20 and 30 basis points we will hit, I think, what we've been discussing is our minimum level of savings being 3% savings. He said so we will continue to watch this. He said I believe the approval that you all will consider this evening, which is the final approval, will allow the manager and or the finance manager make the final decision of are we achieving the minimum acceptable savings and what we've been talking about thus far on that is 3% value savings. He said as I said, we're at about 5.5% now so we're above that by a decent amount and we'll just continue to watch interest rates between now and the 22nd and if things evolve between now and then where rates are moving higher, and we don't believe we can hit that mark we just pull it off the schedule and we set it to the side and we revisit it at a later date.

Mr. Jessup said what we're asking the Board tonight is to adopt what we call our final approval resolutions, the last required action of the Board. He said it makes a final determination to proceed, it authorizes staff to complete the process, it approves the substantially final financing documents. He said important among those, for your attention, I would say is the official statement which is the document that is distributed to the perspective investors and is required

to be corrected and complete in all material respects. He said as was indicated, we'll sell these bonds in April 2022 and we'll have the closing done by May 6th. He said I'll be happy to answer any questions on the resolution or any of the documents but otherwise a motion to approve the resolutions is what we'd be looking for.

Motion: Commissioner Rebholz motioned to approve the resolution providing final approval of financial terms and documents for the refinancing of the county bonds for the water districts. Commissioner Richardson seconded. The vote was unanimous.

See Addendum 4

Finance Report

Ms. Radcliffe said real quick update on the County financials. She said the first slide here we have the ad valorem tax collections and what I've provided you here on the top half of the sheet is the ad valorem tax collections for the current year levy, excluding motor vehicles, and this is for a nine-month period. She said its fiscal year to date, so it covers July through March. She said I've compared our two years, we've got last year's net levy, which is what would have been billed for the 2019 levy, again, that's last years, the $34,176,217, compared to what we billed this year, which is the $34,843,045. She said so that difference there is $666,828, that would be the growth that we've experienced in our tax levy, this current year compared to last year. She said that a 1.9% growth so pretty good. She said so that would be the build amount. She said looking at the next line, that would be the collections and you can see for last year, at this point and time, at the end of March, nine months into the fiscal year we were at $33,041,000 collected, or 96.68% and that compares to where we are this year at $33,708,737 or 96.74%. She said so we've consistently been, when I look back at prior years we've consistently, at the end of the year been at 98%, give or take a tenth at 98.1% or 98.2. She said and with us already being at 96.7% I feel like we'll at least make 98%, perhaps even 98.5% this year. She said I think that's great given we've been in the middle of pandemic, people are still paying their tax bills, collections, the Tax Collector is doing a great job at getting the biggest revenue for the County and that does make up 63% of our general fund revenue, that ad valorem tax piece. She said so that part I just talked about, that excludes the motor vehicles because you'll remember now that the motor vehicle piece is actually billed and collected by the state. She said when you pay your annual renewal for your tag that's when the state collects the motor vehicle tax that we have and the remit that to us so it's actually running a month behind. She said so at the bottom half of the sheet you will see the motor vehicle piece and that only goes through February so we're looking at eight months here, July through February and last year we were at $1.962 million collected and this year we're already right at $2.2 million so we're already up 12% already in the first eight months of the year, or $236,000. She said so that's all good stuff for us because its additional revenue as it relates to our ad valorem taxes. She said we just got our sales tax number in late today and I was able to plug it into our spreadsheet and that is the 3rd column, that green highlighted number. She said you can see this is the January sales that we will receive around April 15th because remember there is a three-month lag between the sales and when we actually receive the distribution and we're going to be receiving $933,183. She said that compared to last year for the same month is up $144,654, which is about an 18.3% increase. She said so all-in-all for the year, 7 months in on sales tax we're up 14.4% compared to last year. She said if you move over to the 3rd column before the last column that says fiscal year 21 budget to actual, if you'll remember, we drastically reduced our budgetary estimate last spring, not knowing what affect the pandemic would have on our sales tax numbers. She said so when you actually compare our actual sales tax numbers for the first eight months compared to what we budgeted, we're actually running a surplus in just over $2.1 million in sales tax. She said now remember, we spent some of that and that was the pay plan. She said that was $1.1 million of that because we felt like, this is going to be the challenge for Mr. Alligood and I when we sit down and develop next year's budget, we've got to figure out of this $2.1 million surplus in sales tax, what piece of that is sustainable moving forward and what piece of that is attributable to the pandemic we're having that's going to come to an end, hopefully, fairly soon. She said I do feel comfortable that based on what we've seen in growth the last several years, it's been 7% to 8%, that's why I felt comfortable in taking half of that 14%, the 7% of that $2 million and implementing that pay plan study at $1.1 million so I know we'll be able to cover that moving forward because we'll have that reoccurring sales tax to cover that recurring expenditure.

Commissioner Walker said would you have thought these numbers would look like this back in the spring.

Ms. Radcliffe said absolutely not. She said I really wasn't sure what was going to happen, I don't think anybody really knew. She said what we do have is we have the County Association, we have the League of Municipalities, which is the cities equivalent to the County Association and they give us guidance every year around this time of year. She said we just received revenue projections from the league to try and help guide us on what we might be looking at and it was based on their guidance that we reduced our sales tax budget by 20% last year, not knowing what was going to happen. She said of course the exact opposite, fortunately, has happened for us.

Commissioner Richardson said have all of the pay increases been implemented that the Commissioners have approved. He said that is the 2% to every employee and the 1% for service.

Ms. Radcliffe said yes.

Commissioner Richardson said even in the Sheriff's Department.

Ms. Radcliffe said so in the Sheriff's Department, what we did was, because the Sheriff gave his own raises and implemented those.

Commissioner Richardson said there's a big problem when you say that, that he implemented that. He said he doesn't have the authority to do that without the approval of the Commissioners.

Ms. Radcliffe said I'm not here to argue whether he could or couldn't do that, I'm not an attorney but what I'm saying is he did that, we know he took that action, it was done so it would not have been fair for us to give those employees 2% on top of what the Sheriff already gave them. She said so what I did was I went back and looked at what the pay study recommended for those employees compared to what they received and if there was any Sheriff's employees that did not get a raise equivalent to what the MAPS consultant said they should've received, based on their years of service then we ran the calculations for them and I can tell you there was only 11 or 12 of them out the 102 that fell into that and they were more of the new hires that it happened to.

Commissioner Richardson said I understand what you said, and I don't have a problem with what you did but I just wanted to be sure that it had been fully implemented because I've been hearing rumors that it hadn't been implemented in the Sheriff's Department and it could be people complaining because they got more than they should've gotten and were denied the 2% or 1% and I don't have a problem with that. He said that's fine but if I do hear some specific complaints, I will let you know so you can look at that individually. He said just for the record the Sheriff does not have the authority to give raises like he did. He said that is an illegal act without the approval of the Commissioners and he gets away with that only because four Commissioners aren't willing to vote not to allow him, four Commissioners aren't willing to vote against him, let's put it that way. He said it's the negative and if that happens again and I find out the County has done that there's going to be serious problems in Beaufort County because that's illegal.

Ms. Radcliffe said we have the remaining general fund revenues. She said sales tax, remember I told you the ad valorem taxes are about 63% of our total revenue, sales tax is about 17% so that's 80%. She said these revenues here, these revenue sources would be the remaining 20% of our general fund revenues and you can see that I've given you a comparison of where we were last year compared to this year for the first nine months of the year. She said the first one there, other taxes and licenses is up considerably. She said that's the excise stamp, the real estate transfer stamp that has to be paid and of course we know that's related to the housing market right now. She said then the inter-governmental is next. She said that is all the grant and federal and state funds that flow through DSS and Health to run their programs and that is up considerably this year compared to next year, all due to Covid grant funding. She said finally sales, service and other, that's up considerably also and when I looked at all the details of what made up those numbers that's pretty much Covid insurance fees being collected by the Health Department. She said these revenues, unlike the sales tax, these are not recurring revenues. She said I feel like they are solely attributable to the Covid and then the huge real estate bump we're having right now so this is not a continued revenue we'll probably be able to budget for in the future. She said hopefully Covid goes away, and the additional revenue goes along with it. She said on the expenditure side, we are nine months into the fiscal year, 9/12th which is 75% so here's a listing, it takes three pages to show it all, of all the general fund departments and where they are percentage wise spent is in the last column. She said you can see most of those fall at or below 75%. She said the ones that don't I've investigated and there's good reason why they're not. She said an example would be the fourth one down, Rescue, there's a $10,000 budget. She said

that's a payment to Sidney Dive Team so it's at 100%. She said that's because we've paid that out, we won't pay anymore or things like that. She said all-in-all, general fund expenditures, we're at 73.3% spent. She said about 1.7% below the budgetary number so that's good. She said revenue is up and spending is down a little bit.

Commissioner Booth said over the past week, first of all I'd like to say you've done a good job. He said you and Mr. Alligood have done a good job leading this County during these turbulent times but over the past week all I've bene hearing and reading about is that we defunded the Sheriff. He said which one of those line items or show me where the money is that we took from it. He said please do that because if we've done it, I'd like to apologize because I didn't know we had done it.

Ms. Radcliffe said I've looked at those numbers, I don't have them here tonight, but I can send them to you. She said I did go back since the time that Mr. Alligood and I have been here, which is five years and looked at all the annual appropriations for those five years in his three divisions and each year they increased with the exception of this year where they stayed the same as last year. She said so we had an increase for 3 or 4 years and then this year, because of Covid, while a lot of other County departments did decrease, we actually left them at the same amount as they got last year.

Commissioner Booth said so in your numbers that you have up here there's no hidden numbers that we defunded him is there.

Ms. Radcliffe said no.

Commissioner Booth said where did that come from, I wonder.

Ms. Radcliffe said I'm not sure.

Commissioner Booth said please tell me. He said I have heard, and don't get me wrong, you've done a good job but when you start to hear and read in the newspapers and on the T.V. that we're defunding the Sheriff, someone needs to put the numbers up there because that is, you know, kind of bad. He said not only that, but I hope you don't cover it up for us. He said I want you to put it out there.

Ms. Radcliffe said I completely understand the need for anybody here to make a political statement.

Commissioner Booth said that's not political and it's not constitutional, it's right and wrong or lie or truth. He said that's all it is with me, right or wrong, lie or truth.

Ms. Radcliffe said I can tell you I've taken an oath as the finance officer to just tell the truth and be transparent and all I want to do is provide you with accurate numbers to make good, sound decisions. She said however the numbers fall out, I can help that.

Commissioner Booth said well Ms. Finance lady if I've done it, please say it. He said please say if, I'm not talking about the other six.

Ms. Radcliffe said I will bring the numbers.

Commissioner Booth said have them up on the board for me and show it's been level across the board. He said another question I wanted to ask you, why is it this year that its level.

Ms. Radcliffe said this year, compared to last year.

Commissioner Booth said you said the first year we gave them an increase, the next year we gave an increase and this year, this fiscal year we kept it level. He said why is it level.

Ms. Radcliffe said we reduced the current year budget by $240,000 overall.

Commissioner Booth said who reduced it.

Ms. Radcliffe said the Manager is the budget officer so the recommended budget to the Board was an overall decrease, whoever the Sheriff's office, with his three divisions was kept whole compared to the last year. She said he got the same exact dollar amount. She said some other County departments did not. She said they were decreased.

Commissioner Booth said but you, like I said before, you've done a good job but correct me if I'm wrong again, the reason it's level this year is because it was five position reductions, not our doing and three cars. He said am I correct on that. He said tell the truth and let the Lord love you.

Ms. Radcliffe said Mr. Alligood can correct me if I'm wrong, the way we view their budget, when we're working and negotiating it with the Chief Deputy on behalf of the Sheriff's Office is his three divisions are one pot of money and they get to choose how the spend it. She said that's kind of what we've said all along and so we gave them that same pot of money. She said now if he gave increases somewhere he had to find decreases other places to come up with that same amount of money to balance.

Commissioner Booth said so it is not true that we defunded him. He said you can say it.

Ms. Radcliffe said I believe the definition of defunding is when you decrease the annual amount of appropriation and I'm telling you we gave them the same amount of money.

Commissioner Booth said you did good. He said you danced all around it, but you did good, thank you.

See Addendum 5

Town of Belhaven Request to Transfer Ownership of Cooperage Site

Mr. Alligood said we're on page 414 of the agenda items. He said this is a request from the Town of Belhaven to request ownership of the Cooperage site. He said so you've got request attached, you have a letter from the town manager that states the Belhaven board of alderman voted unanimously to seek acquisition of that property. He said let me take you back a few years, just to bring everybody up to speed. He said as you're aware, several years ago the County worked with Wildlife Commission. He said the property was given to the County by the Ross family. He said we began a process of working with the Wildlife Commission to put a Wildlife funded three-ramp boating facility there to increase the publics access which is one of the Boards goals over the years, to increase public access to the water. He said so we did that and on page 419 you will see that's an exact copy of the design that Wildlife resources did, what their engineering group did to show what could be put in there and that's what they were pushing forward. He said unfortunately, at that time the town was not receptive of that opportunity, they said they didn't want to do that, so the Wildlife Resources backed off, the County backed off. He said there was some change in the elected officials and administration in Belhaven and there was an attempt to restart the project. He said unfortunately, by that time Wildlife resources said we're out of money, there's really nothing we can do so it kind of got put to rest for a little while. He said the Town has been working with Wildlife Resources on that original design that you have on page 419. He said you also have a letter on page 418 from Gary Gardner who is the Chief Engineer for Wildlife Resources saying that is their preferred site. He said you will recall there are two sites there. He said there's the Cooperage site, there's the original site and then there's what we call the Tillman track that was given to the County by Mr. Brantley Tillman. He said when the first site fell apart, we looked at the second site, the Tillman site to try and put a Wildlife ramp on it and they did some designs for us. He said we ran into an issue, essentially both with funding and with access across the railroad track. He said there's a railroad track there that was a hurdle that we just could not overcome with the Tillman track so it just kind of stayed. He said since that time this Board has entertained an offer from a private developer for that property. He said that has not progressed, essentially waiting on the State of North Carolina on a Brownsfield agreement. He said that has disappeared into the Covid air and we've not been able to get any movement on that at all. He said the Town is back in front of you with a unanimous recommendation by their Board to ask you to transfer the property with them, the Cooperage tract. He said they'd like to work with Wildlife Resources to build that ramp. He said what they need is, essentially, ownership of the property so that they can show that for any grant funding they go after. He said we've had that conversations with the officials in Belhaven. He said one of the concerns this Board had

going previously with the private developer was that somebody might buy it from you, and they might flip it, or they might sit on it and not do anything with it. He said with our discussions with the officials in Belhaven that point was brought forward, and we said our recommendation, if moving forward to the Board, if you decide to do this would be to do it as an option agreement such that if you make that transfer the Town of Belhaven could show to granting agency that they have site controls, which gives them the opportunity to get grants. He said once the project is completed then you would transfer the property, if you so choose, you would transfer the property to them for fee simple ownership. He said that would then allow them to own the entire property. He said of course you know when you deal with Wildlife they will look after the ramp and they will repair the ramp but as owner of the property you are responsible for cutting the grass, picking up the trash and those kinds of things. He said so there's some ongoing maintenance, not of the facility themselves but of the general parcel that someone would need to take care of and because of it being inside the municipality it would make sense for the municipality to do that. He said I'll say now that the Town of Belhaven has been very gracious to us to look after that site and to cut the grass on that site, so they have stepped up and done that under their own efforts so that we did not have to do that, so we certainly appreciate that. He said so you'll see there's some alternatives to this. He said you could move forward with the agreement; you could not move forward with the agreement. He said you could continue down the track you have with a private developer or you could ask to restart the Wildlife Resource project on your own as a County project. He said again, I would go back to the fact that if you did that then you would be responsible for maintenance and you would be responsible for the things that go along with that and it just makes sense that if the project were to move forward that it be maintained by the Town. He said we certainly don't need another place to have to go and cut grass. He said there is not a fiscal impact, you will see there's really not a fiscal impact to the County if you transfer that property. He said the property was initially given to the County by the Ross family. He said you did spend some money on it initially to get some studies done and those kinds of things but there would really not be a big fiscal impact. He said if you chose to move down the process of continuing to try to sell it, if that were the case, sure there would be a fiscal impact because you may receive some revenue off that. He said then the third piece is to go on your own and work with Wildlife to make it a County project, obviously you will incur some cost and some long-term maintenance cost. He said from our perspective, our recommendation to you would be, as you discuss this that you do transfer that property, that you consider transferring that property to the Town of Belhaven for their efforts to try and re-start that Wildlife ramp construction with the Wildlife Commission. He said do that under an option agreement where they can claim site control and they can show they control the site under the option agreement, and they can seek grants for it and then once the site was completed you could turn it over to them to maintain it. He said the town manager and mayor are here tonight to answer any questions you may have, and I'll be glad to answer any additional from our side but that would be our recommendation to you.

Commissioner Richardson said one of the reasons the project didn't go forward initially was the town has a Wildlife ramp downtown that was put in and that was one of the reasons the town abandoned pursuing this thing so there is a Wildlife in town, but another issue has come up just this week that involves Beaufort County and that is the possibility of a passenger ferry to Ocracoke. He said now I don't know where the ferry would come in at the Washington area if we were to have it. He said that's yet to be determined but if you had two places that a ferry could carry passengers from Beaufort County to Ocracoke that would be a great thing. He said this is the only other place that's really available that would be a low-cost option for a passenger ferry to Ocracoke. He said I don't think we should give this up until the passenger ferry to Ocracoke is resolved. He said there's the Brownsfield issue. He said most of the time the Brownsfield issues don't move forward because the Brownsfield people are not getting things in a timely manner to move things forward so I'm not going to vote for letting Belhaven to have this property even though after the ferry thing is over with, I don't have a problem, we're going to have to think of something to do with it but I think it's a lot more valuable to Beaufort County as an option for a ferry to Ocracoke than it is for any other purpose.

Mr. Alligood said to reiterate on the study that's going on, the Institute for Transportation Research and Education entry with NC State has been engaged by the Department of Transportation to look at potential passenger ferry routes across the cost. He said that is in response to the existing passenger ferry they have from Ocracoke to the mainland over or runs from the Outer Banks to Ocracoke. He said they want to see are there other opportunities to do that. He said we're fortunate enough to be placed on that committee as friends of the committee so we immediately said push as far up the Pamlico River as you can with that study. He said it is my understanding that is about a two-year study and Belhaven is aware of that. He said we asked that the town manager be added to that committee as well and I think there's some opportunity there, maybe at their existing town box to do that as well but that is a study that the state is doing, and we'll see how that comes out. He said it's about a two-year study as we understand it.

Chairman Waters said there is a map that I left at everybody's place. He said this was the proposed marina designed by the Ross family and if I understood it correctly when Wildlife was looking at it before they were looking at the property west of Mill Street and all the way over to Highway 99. He said that left property on the waterfront that could be used for other purposes. He said the problem I had was relaying the full 30 acres, but I think there's 11.47 acres in this tract that's west of Mill Street and that's the same property that Wildlife originally talked about leasing from us.

Mr. Alligood said just real quick, if I can draw your attention to page 419, that's where you'll see the Wildlife Resources, where they show the potential site, and you'll see that design where they go into the old boat landing site and the go in and clear it out and put in the ramp and put in the parking spots. He said the area to the left of that, towards the Town of Belhaven is where you will see delineated wetlands, the Corps went in and delineated those as wetland so where you see those dotted places, that's wetland areas and would not be developable anyway. He said there is a small portion, as you recall we were having some conversations with Wildlife about maybe some public/private partnerships right along that side so even in their design they said we would give you access to that property so you could do some things because, of course, you do have the 50 foot Tar-Pamlico buffer that you can't get into and then you have the wetlands as well so there's a small portion there.

Commissioner Rebholz said is there a bridge south of that proposed marina between there and say, in town. He said is there another bridge to cross the Pungo, no, because there's, it's a good, at the rate of the speeds of those ferry's it's a good 45 minutes off the Pamlico back up into Belhaven. He said round trip an hour and a half so I can't see any way in the world they're going to make that type of a trip for a passenger ferry. He said you can make it to Swan Quarter in 45 minutes.

Commissioner Deatherage said the whole idea is to echo tourism and there's a lot of folks that would like that to ride and go down the Pungo River.

Commissioner Rebholz said I don't see that.

Commissioner Deatherage said then down the Pamlico River after that. He said I think it could be a boon to Belhaven if they could get the ferry there.

Commissioner Walker said Mr. Credle could you give me one minute on why I need to vote for this.

Mayor Credle said I've lived in Belhaven all my life, born, and raised. He said I was on the Board when they decided not to go forward with the project then, but I thought it was a good idea for the Town, I still think it is. He said it's often brought up about the boat ramp that we already have but what people don't know that don't go there is it's dangerous. He said there's a lot of stuff underneath the water, a lot of pillars, molars, stuff like that. He said one of our councilmen owns a marina that fixes boats, and he often gets a lot of calls from there. He said he wants to move it from there, but he said I could keep my boat business running just off this ramp alone. He said at the end of the ramp, it's broke off. He said we had a car, or a truck go in there last Monday and it took everything with it and tore the truck to pieces because once it dropped off it broke so it's really not a full boat ramp anymore and it's very dangerous. He said another thing is I drive by there every day. He said probably the only other person on this Board that sees it every day is Commissioner Waters because he's in our area, when you pull in your yard why do you hire a landscaper, because you want your yard to be nice when you pull in. He said when I go back off that bridge at night what am I looking at, the same thing that's always been there. He said they gave it to the County years ago, we take care of it. He said there isn't anybody else that's done anything to it. He said we keep the grass cut. He said there's a lot that can be done. He said we want our town to look the same way every other town looks. He said when I ran for mayor my goal was to get rid of dilapidated house, to get rid of overgrown lots and we're doing that. He said we're burning down houses, we're tearing down houses we're clearing the overgrown lots, even the ones the town owns because we didn't feel right telling our citizens you have to do this, and our stuff has grown up. He said we're even taking care of our own and we want to do that there so when you come into Belhaven you see what it is. He said that smokestack is beautiful, people want to see it. He said well you can't see half of it because there's trees and stuff in the way so we're just asking you give us the property, let us take a shot at this, we'll move forward before the marine people come and start cleaning it up. He said that's what we want to do. He said we just want to know that we have permission to move forward, seek grants and go forward with the project.

Commissioner Walker said Mr. Mayor you just sold it to me.

Commissioner Deatherage said Mr. Mayor would you accept title conveying the property to you with a covenant that would give the State of North Carolina access to the property for full consideration at a later date, hopefully, for the ferry if you could get it to come up into your town. He said you see where I'm going with that. He said that's a lot of folks who are going to see Belhaven for the first time and I think that would be outstanding.

Mayor Credle said I do to, and I understand that. He said Belhaven is booming. He said me and my wife ride the town every day and there's only three houses for sale. He said people are already coming, people are already seeing Belhaven, they know about it. He said I think it's now, while we've got the chance. He said I don't want to miss the opportunity again. He said I sat there, I was the only neigh vote to keep it going, I was the only one who voted for it to keep going. He said I don't want to stop again waiting on a possible ferry that is just at the beginning stages, I'm sorry but I just can't do that. He said I feel like I owe it to the citizens of my town, the residents in my town, the people who pay the taxes around me that come in town from Pantego, Belhaven, Cross Roads, Hyde County, I think they deserve more. He said we had people come this morning, four of them, the boat ramp was full. He said Saturday the boat ramps are full. He said we have citizens putting in their own money to fix the roads. He said that's stuff that's not being told. He said so I'm here, I can't wait for it, I'm sorry, I appreciate the offer but I'm not going to wait for it forever. He said but it's your property, but I want to move forward.

Commissioner Booth said we weren't saying wait, we were saying there's an amendment to it.

Mayor Credle said what I'm saying is if they bring the boat in then what do we do.

Commissioner Booth said if the ferry comes, I think it will probably take precedent over the dock and that's two years down the road. He said two years down the road they might not even look here.

Mayor Credle said how about this, we have the other boat ramp that could be fixed where the ferry could come in. He said that would be better for them.

Commissioner Booth said with those motors on them that you just talked about.

Mayor Credle said either way you've got to clean it out for the ferry to come in, so it doesn't matter.

Commissioner Booth said so you don't want amended on it.

Mayor Credle said no.

Commissioner Richardson said I could support what Commissioner Deatherage was saying. He said I think it serves everybody. He said if Wildlife wants to come in and do this and if there's a ferry to Ocracoke out of this, they're going to work it together so you can do both things. He said it's a big enough piece of property. He said are you talking about the whole 30 acres, are you talking about 11 acres. He said I can support it if it's along the lines of having an agreement of not deeding the title. He said the title can come later once things are consummated and that is that the ferry to Ocracoke is in the deal. He said it lets everything go forward.

Chairman Waters said Mayor, can you tell us what your plans are for the remaining 20 acres. He said I know a lot of it is wetlands. He said we know the plans for the boat ramp but is there any plans that you feel like is concrete for the grant writing for the remaining 20 acres.

Mayor Credle said we had a couple of studies done. He said we're looking at boardwalks, retention piers, the tidal pool from that property to the other property where we have a dock to make it more accessible. He said we'll have to add more docking there because there's a lot more water and deeper in the Tillman track next to the corner lot, so we've got ideas out there and we just need, there's a certain amount of property that we own, then you run into the Cooper track and then the Tillman property.

Chairman Waters said from the County Manager and County Attorney's point of view can that property be, can we give them a two-year option. He said what is the recommendation from the staff on how we handle the transaction if we go that route.

Mr. Alligood said I'll let the County Attorney speak to the specifics of how you would put a transaction like that together, but our recommendation would be, and we've talked to the Town and they're okay with that is that it be given on an option basis such that they can claim site control, which is what granting agencies want to know, do you have site control. He said is that by fee title ownership, is it by lease, is it by an option but as long as you have site control then they're willing to move forward with grant opportunities. He said that's what they're looking for and our concern, what we heard the Board say before was we don't want somebody to come in here and not do anything with it or buy it and flip it and do something different so the conversation we had with staff was our recommendation would be make it an option agreement so you can claim site control and then once the project was finished the County would transfer title to the Town then they would maintain it and move forward.

Commissioner Booth said so what you're saying Mr. Manager is just give them an option for two years.

Mr. Alligood said I don't know what the timeframe is but what we were looking at was give them the option agreement and again, the Board doesn't have to do that. He said we were simply listening to what we heard the Board say previously and that was we don't want somebody going in there and not doing anything and we don't want someone going in there, buying it and flipping it. He said so what we said was to alleviate that concern that we heard from the Board previously was let us give you and option on it and once you can say we have site control, we can move forward. He said you get it built and then once it's built, hey there it is, and we'll transfer title to you.

Commissioner Booth said I want to help the Town of Belhaven but what I hear you say is it won't be titled to anybody. He said we've got to options out there right now, find an investor and the other one would be them. He said so if the private investor comes first what would they do with those improvements.

Mr. Alligood said I think what would happen is if you entered into an option agreement, they would have site control, it would be theirs, essentially. He said you wouldn't have transferred the deed yet to them but they would have site control over the properties so they could say to the granting agencies and to Wildlife we can enter into this agreement with you, we can seek grant funds because we have site control. He said once the project is completed we would, the County would transfer ownership of the property to them so that if it fell apart you haven't given it to them yet.

Commissioner Booth said what happens if the private investor comes back up six months from now, what happens then.

Mr. Alligood said I think you make a decision on what you want to do and if you want to do this then you do this. He said you always have control of the property. He said this Board has control of that property. He said you've not signed anything; you've not done anything that binds you to anyone else and if you say this is what you want to do and a majority votes to do that then that's what you do and you tell the developer it's off the market.

Commissioner Booth said you're not going to change my mind.

Mr. Alligood said I'm not here to change your mind, I'm here to give you the information.

Commissioner Booth said the reason I asked is because I have had a couple of calls from down there and I want to be transparent. He said each Commissioner up here has one vote. He said no vote has more weight. He said one man, one vote and I like to know these things because I like to make an informed decision and I appreciate what you have done for your City. He said you've made a remarkable difference but call us all, give us all some respect. He said I'm going to vote for it.

Commissioner Deatherage said what I'm looking for and it's kind of a complicated issue. He said you need site control however, there's some issues that I feel the Commissioners, representing all of Beaufort County, since it was given to Beaufort County, perform for all of our respective constituents in that we keep this property a public usage, completely take out private investors. He said that game is over. He said I think we should all be committed to that, but I think we

should have some say. He said while they have site control, I think we should have some approval, a covenant or some other relationship on this contract, which it sounds like it's going to be an option to purchase, giving you site control but we retain it. He said they go out and try to seek all usage, all grants possible however, if there's something comes up, like what Commissioner Richardson talked about this week, that sounds like it could be the very best for Beaufort County we should have some determining say in what happens and I want to keep that string attached to this property.

Commissioner Richardson said I' of the same mind that Commissioner Deatherage is and that is I don't want to lose the option of the ferry thing. He said I know that it's a long shot, but I don't want to lose that option if the State were to come up with a study that said Belhaven would be a point the ferry might stop at. He said I think we need to keep that option; I don't have a problem with that. He said the next question that I have is getting this thing through the Brownfield process increases the value and the usefulness and flexibility of the future of the property tremendously. He said who is the applicant for the Brownfield.

Mr. Alligood said the County is the applicant for the Brownfield.

Commissioner Richardson said who is our consultant.

Mr. Alligood said we don't have a consultant we are dealing directly with the Brownfield folks. He said we've been accepted into the program we're simply waiting for the State to write the agreement and we've been waiting on them for the last year and a half to write the agreement.

Commissioner Richardson said Brownfield stuff moves slow. He said I've done a little bit with Brownfields and I think we need to be writing them a letter to make this thing go forward because Brownfield stuff that I've seen usually gets hung up when the applicant is not providing enough of the information, and let me put this in quotes, that "the state wants to hear". He said so it gets to be a tricky little thing.

Mr. Alligood said we actually had, there was a gentleman who was in charge of that piece at Brownfield. He said he left or took another job or moved up the ladder. He said the lady who took over his place we actually had her come and visit, we met he on site a year and a half ago and she said it would take her three months to do this. He said I've sent her emails and called and emails and I cannot get a response and I can't get a response from her boss either.

Ms. Lynn Davis said I just want to thank you all for entertaining this conversation. She said I wanted to add that we are in the process of working on an economic development strategy for Belhaven and the property and the possibility of the property and how it can grow the access to the water and the attraction that it would bring for the number of boats, I think the area for truck and trailers is 75, that's going to be at least two people in every truck. She said then possibly some of the out-parcels on this big tract of land could be developed as private development that could support the boating industry. She said I think there are a lot of opportunities there and certainly, as we discussed it, all the councilmen voted unanimously, believe this is a real possibility and an opportunity for Belhaven and certainly if there are possibilities of bringing a ferry to Belhaven then absolutely, we want to hear all of the conversations, we want to hear all of the ideas because we want to do what's best for our town and ultimately what's best for our County and we believe that a water access area with the Wildlife Commission, however it gets written down on the paper because of this type of agreement, would be a positive thing for all of Beaufort County, not just Belhaven.

Chairman Waters said is a two-year option, is that workable.

Ms. Davis said as we all know everything works very slowly with the state and local government so we know that an opportunity to work with DOT for a ferry could be slow, opportunities with Wildlife could be slow so certainly we're bringing patients to the table as well. She said I think that would be amenable with our council.

Chairman Waters said one of the things that went down in this transaction that's not written down, to my knowledge, other than the real estate agent that handled the transaction for the Ross family is the Ross family said that if there was one thing they could get us to do is it would be name that after Ross and I would like for, whatever we do, I don't know what you can call it when Wildlife is in there too but that's unwritten but it was on the tax book, I think, at the time for $1.8 million. He said I think we need to try and honor that.

Ms. Davis said I think there's plenty of space and plenty of opportunity as this property becomes developed that it certainly an opportunity we can entertain.

Chairman Waters said any other discussions before we see if there's a motion.

Motion: Commissioner Richardson motioned to enter into an agreement with the Town of Belhaven so that they have control of the property, the Ross property, for a period of two years and within that agreement the City does not lose the option of a passenger ferry, should the state decide to do that.

Commissioner Rebholz said what happens after two years.

Commissioner Richardson said the option is renewable at our thing. He said I think they would come back if they're still working on it. He said I don't think they're going to finish it in two years, frankly and so if you want to make it a three-year agreement, I don't have a problem with that. He said the option is certainly renewable at our mutual agreement.

Chairman Waters said are you going to add to the motion.

Commissioner Deatherage said would you amend that motion that the property also remain for public usage only and not be developed.

Commissioner Richardson said I can put that in there but if they were to come up with a plan that involve public/private they would bring it back to us and we would approve it or disapprove of it. He said I don't have a problem with part of it as private use. He said it's not a problem with me. He said about half of that property is 404 well ads because I did the survey for the Ross family.

Chairman Waters said there is, if I remember correctly there's only about 12 acres that's an actual footprint that you can build on, of the 30 acres.

Commissioner Richardson said yeah, it's messy wetlands and they're hard to deal with.

Commissioner Deatherage said so your motion, what we're going to do is give them the control of the property while the County is still having, for lack of a better word, a remaining interest to approve or disapprove of what happens to the property once they go and seek grants.

Commissioner Richardson said well I don't know that we want to approve or disapprove what they want to do. He said I think that we can specify in there, I mean, we're specifying in there that we don't want to lose the option of the ferry and as much as they want to use it for public use they can. He said again, I don't have a problem with it being used for private use. He said there's nothing magical about it that's important for the property to be used, in my viewpoint, so I don't know whether you believe in that or not.

Commissioner Deatherage said I'm okay just as long as it doesn't go down a different track later and I'm sorry we don't have a piece of property for the ferry here.

Commissioner Richardson said I think that's going to be in the agreement. He said we're not going to lose the option for a ferry.

Commissioner Deatherage said as long as that's understood before we vote.

Chairman Waters said there's a lot of, even though it's wetlands there's a lot of waterfront property there that I've been told that CAMA has said you can build a pier across there so you can do something beyond the left, when you look at the map.

Commissioner Richardson said you can build a pier across it. He said the Town has that, do you have a boat ramp or is it just a pier on the end towards the feed mill down there where it was deeded.

Ms. Davis said it's just a pier.

Commissioner Richardson said it's just a pier but there's plenty of wetlands in front of that, but you could develop things there with boat ramps and things like that if you needed to but again, wetlands is a big issue on property.

Commissioner Rebholz said I guess I just want to be clear that we're not putting you in a position that you can't work with it. He said if we give you permission to have ownership or site control of the property are you going to move to get grants for putting in the ramps.

Mayor Credle said yes sir.

Commissioner Rebholz said so if you get all that and you get it installed and all of a sudden, we're talking about getting a ferry.

Commissioner Deatherage said that's not part of it. He said the way I understand it is they can seek funding and they can seek; they have the usage to do that but if something else better comes along, a better opportunity, it would be in best interest to pursue that opportunity.

Commissioner Rebholz said what if it happens within two years.

Commissioner Richardson said the way it would work is they could not go out and whatever plans they do, abandon the right of the ferry to come there. He said that's going to get washed out in the next couple of years, just like the Manager said so it's a part of the agreement. He said they can't develop without giving due diligence to the ferry, that's in the agreement so we're covered.

Vice-Chairman Langley said I think we should just stick with Commissioner Richardson's original motion.

Commissioner Deatherage said I don't think the motion has changed.

Vice-Chairman Langley said you said you wanted to amend it.

Commissioner Deatherage said I don't think Commissioner Richardson agreed to it.

Vice-Chairman Langley said okay.

Commissioner Deatherage said I'm just saying we should have an understanding. He said this is on video that we've got an understanding that the video comes first, everything else comes second but they get control of the property.

Mr. Alligood said I just want to make sure we're clear for the attorney on how we're going to write this up and clear for the Clerk so that she can record the motion.

Chairman Waters said

Ms. Mosher said what I have is enter an agreement that they have site control for two years and that they don't lose the possibility of a passenger ferry and it is renewable after two years.

Motion Restated: Commissioner Richardson motioned to enter into an agreement with the Town of Belhaven so that they have control of the property, the Ross property, for a period of two years and within that agreement the City does not lose the option of a passenger ferry, should the state decide to do that with the agreement being renewable after two years. Commissioner Walker seconded. The vote was unanimous.

Chairman Waters said thanks again for keeping it mowed and making it nice.

See Addendum 6

Expansion of Broadband Services in Beaufort County

Mr. Alligood said this is the discussion on the expansion on the broadband services in Beaufort County. He said just to walk you back through the history of this project, on October 4, 2019 Beaufort County signed an agreement with RiverStreet to develop a county wide fiber to the home engineering study. He said you did that with partners. He said those partners included the Committee of 100, Tideland Electric Corporation, Tri-County Foundation and Nutrien. He said they helped go in with us in paying for that study. He said that study was to design, was to look at what it would cost to design and construct a fiber to the home for every home in Beaufort County, throughout the entire County. He said now when they presented that study to you it showed different options. He said one was a backbone, it laid in a backbone to the project and then there was another that essentially overbuilt the entire county and put fiber in every home. He said that project, in total, was about $100 million. He said obviously an extremely expensive project to do but that was the starting point. He said you had to understand where it was you were. He said as you all well know the broadband maps that are used by the federal government and the State of North Carolina are extremely inaccurate. He said they look at census tracks, whether it's the state or the federal government but they look at it from a census track or census block piece and if one home in that census block is touched then the whole block lights up and it shows the entire block is served and that's not necessarily the case. He said I think you had a presentation last month or the month before that showed, and I've read that study, that when they did the pilot project for the new fabric mesh network they were looking at, to determine what the actual service is to locations across the United States, it was Missouri and Virginia, they found out that the old maps was about 38% inaccurate. He said they'd overstated it by that much. He said if you look at what the state says, what the federal government says, Beaufort County is served, about 86% of the people in Beaufort County are served by broadband and I think we all know on the ground that's not the case. He said I think if you look at the engineering study that you commissioned and paid for with your partners you will see that is not the case. He said moving forward from that, under the general statute's counties are allowed to partner with broadband providers to provide them grants to put in infrastructure. He said the general statutes allow that; the general statutes don't allow you to be in the broadband business. He said what I've said to folks is the majority of counties don't want to be in the broadband business and I don't think Beaufort County wants to be in the broadband business. He said that's not what we do but there is an opportunity to use funding, through the general statutes, to help existing broadband providers to put in infrastructure to serve areas that are currently not served or underserved and won't be served by the incumbent providers that are here. He said so with that in mind, on October 9, 2020, the Board approved, and we published a request for proposals seeking proposals from qualified providers to expand broadband connectivity to unserved and underserved areas of Beaufort County. He said it was published in accordance with general statutes. He said it was sent directly by mail to every provider in Beaufort County who is a broadband provider and every potential provider of broadband. He said it was sent individually to them. He said it was also posted on our website. He said it was required to be posted for 30 days, we had it up for over 45 days. He said it was also posted on the State of North Carolina's interactive purchasing site, which directly sends it to folks that do that kind of work. He said they sign up and say if you ever have this send me the information and when that went out on November 30th, when we received proposals, we got one proposal. He said there's more than one provider in Beaufort County, but we received one proposal and that proposal was from RiverStreet Networks. He said you didn't get a proposal from Suddenlink, you didn't get a proposal from Verizon, you didn't get a proposal from anybody else. He said any of the telecommunication companies that serve this County, none of them responded to it. He said none of them even asked any questions about it. He said RiverStreet has a history and a track record of doing this kind of work. He said they have done it in this County. He said if you look in the Belhaven area, they have provided fiber to the homes. He said they went out on their own and they got federal grant funding and millions of dollars to put that in and they've been extremely successful in what they've done. He said they have been extremely successful in other states. He said they did a similar project to this in King and Queen County in Virginia. He said so, based on the proposal that you received, it was evaluated and at the regular meeting on March 1, 2021, entered into a memorandum of understanding, a five-year MOU. He said you entered into that with RiverStreet Networks and that MOU was to provide the cornerstone for the structure of future binding contracts that would help in putting forth the mission of providing broadband services to unserved and underserved areas of Beaufort County. He said so you've gone through all of the processes, you've taken all of the steps that you need to take. He said the plan with this was that we were going to chase grant funding. He said there was what is called RBOF from the federal government. He said Rural Broadband Opportunity Fund, where it's a reverse auction where they put out a bunch of money and they say you reverse auction it down to provide service in the area, you've got to provide service in the area for five or six years, broadband service. He said RiverStreet was participating in that. He said you remember when they came and talked with you and they said we're under a gag order, we can't

talk to you about our, what we're doing because we're in what's called a quiet period with the federal government. He said none of the provides we're able to talk about that. He said well that auction occurred and it's my understanding that auction went down to just about zero dollars. He said the big boys that got involved, the large telecommunication industry got involved and they essentially bid it down to essentially nothing. He said now that auction is still in the longform stage where they're evaluating to see but Elon Musk's group got a ton of money to serve a whole bunch of places across the United States. He said Beaufort County is one of those. He said the partnership between Spectrum and Charter and a couple of them, it's called CC Holdings, got a bunch of money to serve areas and then the State of North Carolina, who has their Great Grant piece changed the legislation of the Great Grant that says if you are eligible for one of these RBOF's then you can't get Great Grant funding, which put us in a position where we were essentially out because RiverStreet didn't win any of that and we're not able to apply for Great Grant funding because we are eligible for the other, although we have no idea and I have serious doubts whether any of those large companies are going to come to Beaufort County and do what they said they were going to do because they only have to pay a $2,000 or $3,000 fine if they turn it down. He said so from that the general statutes allow you to enter into granting agreements with a qualified broadband provider that you have selected through an RFP process, and you've done that. He said it just so happens that the American Rescue Act that was recently passed by Congress and signed by the President is estimated to provide about $9.1 million to Beaufort County. He said we have not received final guidance from treasury on that but if you read that bill, in the plain language of that bill it reads the funds may be used to make necessary investments in water, sewer, or broadband infrastructure so you have the ability to do that. He said general statute 153A-459 authorizes counties to provide grants to unaffiliated qualified private providers of high-speed internet access service for the purpose of expanding service in unserved areas for economic development in the County. He said what I would say to you is if you look at this opportunity, with federal funding, to use a portion of that federal funding, and what I'm recommending is $7.2 million of that $9.1 million we're anticipating to get, and put in that fiber backbone, I believe this is a once in a lifetime opportunity to make an extreme impact on the health, education, economic development, and quality of life in Beaufort County. He said you've already seen the existing providers are not going to provide the service. He said you, as a Board, have the opportunity to step up and say this is something we're going to do because we're the only ones who will do it. He said it doesn't put you in the broadband business, but it allows you to take a provider that you've vetted and gone through and had an MOU with to move forward with that and put in a backbone that can be built out as funding and grant opportunities become available. He said I think it's an opportunity that will continue to grow. He said whatever that legislation that is coming out of Washington regarding the infrastructure bill, it's a great big, huge infrastructure bill right now. He said obviously it will get whittled down a lot, but I think you know, as Representative Kidwell said, the State understands that there's a big issue with broadband. He said I think the federal government understands there's a big issue with broadband, so my belief is there's going to be something additional coming out of the federal government under this infrastructure plan, this future infrastructure plan, if it goes through, to provide additional coverage for broadband. He said the opportunity to put in that fiber backbone, to have the starting point for where you can serve the rest of the County is tremendous. He said we're not talking about an opportunity that just says we're going to give this away to you. He said in our conversations with RiverStreet they understand and have put forward a revenue sharing agreement so the County would share in revenues that come off of that infrastructure in perpetuity. He said so people who connect to that line there's a portion of revenue off of it that would come to the County. He said so in my world, when you can take federal dollars that you don't have to pay back, one time money, and invest in something that increases the resources for education, health care, economic development and quality of life and you turn it into a recurring revenue stream, it just doesn't get any better than that. He said they have also agreed that they would allow us access into that fiber system to be able to do attachments as we might need to in that cooperation. He said they also have a program where folks who are on public assistance who need help get a discount on access into that system so this is an opportunity, in my opinion, it is ultimately for the Board to decide but I believe this is a once in a lifetime opportunity to make a tremendous impact on Beaufort County that nobody else is going to do, I think you've seen that over the years, and this is a great opportunity to do that. He said I know you're going to have a lot of debate about that and I'm glad to answer any questions you have but our recommendation to you would be that you allow the County Attorney and myself, and any of the Board members that want to be a part of that negotiation, I'm happy for you to sit at the table as we talk to RiverStreet about that but our proposal to you would be that you allow the County Attorney, myself and any Commissioner that wants to sit in that group to develop an agreement with RiverStreet to build out that countywide fiber backbone, using American Rescue Act funds, roughly in the amount of $7.2 million to do that. He said I know you've seen an email that came from the Chairman today where there's been an increase in that. He said obviously, if you think about it, RiverStreet has an agreement with Corning. He said Corning is the largest producer of fiber, probably in the world. He said they have some agreements with them that help lock them in on some numbers but it doesn't take a rocket scientist to understand that if you start dumping a

ton of infrastructure money into the states and into the local municipalities and folks are looking at broadband that the price of fiber is going to go up and the cost of doing that is going up so if you're going to do it it's a good opportunity to move quickly with it. He said so what we would ask is you allow us to put that agreement together that would include a revenue sharing agreement with RiverStreet on any of that infrastructure funding that goes in and that we bring it back to you for final approval at the next board meeting and I'm happy to answer any of those questions you may have.

Chairman Waters said for the public record, Tri-County Telephone, when I was president, rolled the dice on a fiber project. He said it was 75% loan and 25% grant money, it was for $16 million and that was to put fiber in front of almost 6,000 homes and it was 350 miles. He said a little bit of that is in Washington County and a little bit of it is in Hyde County. He said our Board discussed that around 2011, ten years ago and we kept saying we're going to die if we keep the copper and we're going to have to merge or sell if we do the fiber and that's why Wilkes, now, is a partner, operating as RiverStreet Networks. He said one of the speakers tonight, Wayne Sawyer, is a director of Tideland EMC. He said Tideland serves Pamlico County and at the Beaufort County-Pamlico line I know there's one, there might be three sub-stations in there that they're trying to get fiber to. He said Tideland is one of our other fairly large corporations that's based in Pantego. He said it means a lot to them to be able to tie in all of their locations by fiber. He said if you stop and think, tonight we agreed to refinance, at a lower interest rate, $31 million and that was all for water and we developed water districts because we felt like that was important. He said we're paying the loan back and we're making some progress there. He said what Mr. Alligood is talking about is taking part of this federal money that's coming in that's interest free and us being able to invest and having a revenue stream coming in. He said it was risky when we did it, but I think as we look back the cots, the email that you got today, I asked Greg, I said tell me what it cost per mile now. He said the cost now is $51,300. He said when we did the project ten years ago the average cost was $15,000 per mile. He said the cost to go from the mailbox on the road to the home and all the electronics and fiber that you have to put in the ground, that cost was $1,500 and you can see from Greg's email here that cost now is, say $3,000. He said to me, every meeting that we go to, you hear it national, you hear it state and you heard it right here tonight, broadband is very important to everybody. He said one of the things that we have in Beaufort County now, because of the Covid, we're getting people now buying property with young kids that both of them are working. He said both of them are working from home and their number one concern is broadband, high speed broadband. He said so it's, from an economic development point of view it's very important. He said it's very important for the businesses we have on the south side of the river. He said so I'm going to support that. He said I've already disclosed what my ownership is but there's no cash money going in Frankie's checking account, but I think it's one of the best decisions we can make here in Beaufort County.

Commissioner Richardson said I have a problem. He said this is money, it's really stimulus funds, that's what it is. He said it is a lot of money and it can do a lot of good for the people of Beaufort County. He said I have two problems with this. He said one is that's money coming into the County that can help everybody in this County, not just 660 people who don't have broadband brought to their home. He said that's just 660 people. He said that's $10,400 per person that these people are offering to spend on this. He said I don't know much about economics but that doesn't make much sense to me. He said what I have a problem with is procedure. He said this should be put up for the fact that we have this money should be advertised for a jubilee period for three months with everybody in the County that has something that will benefit come forward and make their presentation and then the Commissioners will decide how to spend this money. He said this is being dropped on us as something that came out of the Obama administration that broadband was important. He said we just saw a disaster in broadband when we tried to educate children from broadband, so you have to ask yourself how important it is. He said another problem with the proposal, the proposal may be a dinosaur in itself because we will be getting internet off of satellites. He said they're putting the satellites up now. He said it may not be long before we're in the same position that we're in with cell phones versus a hard line to your phone. He said which is the cheaper, which is the best and what works best for you. He said we may be building out a dinosaur with what you're doing. He said I propose that the County advertise for 90 days, let people come forward with how our windfall should be spent rather than it be spent on a few people with questionable uses. He said some of the things that I can think of without even thinking that would help our County is what if we use this County to build out our mobile sites for our trash. He said what if, there's a lot of people in the county that are really interested in recycling. He said there's a lot of people who are interested in better sites. He said we're already doing preliminary planning, sketch plans, it's not designs, for mega-sites for our trash handling in the County to recycle more and to reduce our tonnage so we can save even more money. He said my estimate is we could do all of this for about $2.5 million. He said how about those potholes that you drive through now to throw your trash off. He said we could put pavement down for those. He said just think about how that would benefit every person in the County. He said another thought, and I don't know the

answer to these things, I'm just saying what if. He said what if we improved the avionics at the airport. He said we've got a tremendous opportunity here. He said if you improve the avionics, we may be able to get bigger planes, more complicated planes to come to Beaufort County and people may store some of those planes here in which case we can tax them. He said so with that's another advantage to improving things in Beaufort County. He said what if, Aurora, for years, has had a sewer system that's operating on the edge. He said what if we use some of that money to improve the Aurora sewer system and improve the environment. He said what if we, you know I'm just thinking out loud about these things. He said if you have a jubilee with this that lasts for three months, with people presenting projects and we sit down, as Commissioners and go over these projects and decide how to spend this money I think we're going to help the people of Beaufort County a lot more. He said just remember, for all those wealthy farmers that came in here and gave their talk earlier, all multi-millionaires, they came in and gave their talk, they can get what they need off of satellites. He said you can get internet right now, today, off the satellites simply by subscribing to it so what is paying an extra $40 or $50 a month for internet for somebody that needs it and wants it versus us spending $10,400 to get it to their house. He said at 5% of $10,400 is what, $200. He said $200 will pay for six months. He said the economics of this thing just simply does not work folks. He said so I'm going to make a motion.

Motion: Commissioner Richardson motioned that the County, before we decide to spend this money and enter into this contract, have a three-month jubilee when we allow all comers in the County to present to the Board their idea of projects that will improve Beaufort County and we look at those and then decide what to do. Commissioner Deatherage seconded.

Commissioner Richardson said this money hasn't been dropped yet and with the federal government you don't know how fast or how slow their printing press is running. He said you don't know when you're going to get the money, so we have plenty of time to do this.

Commissioner Deatherage said I'll second that with a comment. He said this American Rescue Act that passed in February was $1.9 trillion that we're obligating our children to for who knows how long it's going to take to pay it back. He said we can't even start paying it back, we can't, we don't have the money. He said we're getting close to $29 trillion in debt right now. He said it was a fully partisan plan, not one Republic signed on to it, not one. He said they saw how much money it was going to be and how much money was not being used for Covid so my feeling is if we're going to take this $9.1 million, we need to do what is best to serve every household to whatever extent we can do that. He said I think it needs to be studied and it needs to be considered and we need to make the best choice possible because with $9.1 million coming into our hands, where we don't pay a dime for it, it's a largesse we're not going to see any time soon. He said while I don't want it, we're going to get it, I don't want to put it all in one basket. He said Commissioner Richardson was talking about solid waste, I can tell you right now, solid waste/recycling will affect every household in the County. He said we'll be able to save money by keeping product out of the landfill and I'm going to come to you guys next month and let you know what I found out in some of my travels. He said you would do a great service to this County by keeping quite a bit of recyclables out of landfills if we spend a little bit of money and we can spend that money coming from our federal government, which we didn't want to begin with, but we've got it so let's not waste it.

Commissioner Walker said would three months mess us up at all with what you're doing.

Mr. Alligood said the money drops, the first drops within 60 days of signature. He said the next 50% one year after that 60-day period. He said it's a decision the Board's got to make. He said it doesn't impact me but as you've heard, when municipalities and counties and states start to line up to acquire materials to do this the price is just going up and under this American Rescue Act plan every municipality, every municipality in the United States is going to get direct funding. He said every county in the United States is going to get direct funding.

Commissioner Walker said I know with the farmers, I used to work for Mr. Peele years ago and you're talking about satellites, but his tractor used to look like a spaceship, but he said a lot of it didn't work because he couldn't get satellite coverage. He said I think it was John Deer who said this is impossible, this is on satellite and so they came down there and it still didn't work, and they couldn't figure out why. He said so this is a really hard decision, but I think the benefits will allow us to do what you want to do but if we can wait three months, I get what you're saying but if we need to have our ducks in a row, I understand what it means to have things ready so I'm, I like the internet. He said with young

people coming in real estate folks say that's the first thing out of their mouth is can I get the internet. He said I'm guessing this backbone, too, would provide cable T.V. as well.

Mr. Alligood said it's my understanding it would provide all the services they currently provide.

Chairman Waters said it's primarily streaming now. He said the cable is on the way out so it's just streaming.

Commissioner Booth said Mr. Manager you're correct that we need internet in Beaufort County. He said the only problem that I have is why somebody else didn't apply. He said I have sat in several meetings and the reason people didn't apply, especially in our County, you've got miles and miles that there's not a house and that cost, that cable doesn't skip that place. He said you've still got to run that cable to the next house but that is the reason people are not applying. He said it's not that we don't need it, it's not that our service is bad. He said I want to see the people who need it the most don't get left out. He said the south side needs it. He said north east, up around Acres Station and Pinetown need it. He said now, don't get me wrong, the cable is already coming down 264. He said I think Tri-County stops at Beaufort Community College. He said I had my grandson here this summer and we did pretty good in the City of Washington. He said it isn't perfect, but it took him all day long to get on his computer and do his homework and we've got to do better than that. He said now I don't like taking all this money that somebody gave us and one man hoarding it all up, but this is one man that has the service to do it.

Commissioner Richardson said I'd like to raise the issue on whether you should vote on this or not. He said I think your admission that you're a former president of the company that's going to benefit from this, you're a stockholder in the company that's going to benefit from this, I don't think you should vote. He said I think you have a conflict of interest.

Chairman Waters said from a public perspective I would agree with you 100% but I've been through two ethics courses put on by the UNC School of Government and the way it's been explained, it's not a conflict.

Commissioner Booth said you're right.

Chairman Waters said now I'll ask the County Attorney or Manager to tell me otherwise.

Commissioner Booth said I'm not your attorney but you're perfectly correct. He said I've been there and it's not a conflict unless you're going to directly benefit financially.

Chairman Waters said I will support what Commissioner Richardson is trying to do. He said I think it's the right thing to do and we'll have, is it okay to have like a public hearing over the next three months in the Commissioners meeting to talk about it.

Commissioner Richardson said I think so and I was referring to you voting on whether they should go ahead with the contract or not for $7 million, not my motion.

Chairman Waters said I don't like the word jubilee. He said how about a discussion or public hearing for the next three months during our meeting.

Commissioner Richardson said I don't have a problem with that, call it whatever you want to but it's a jubilee for the public because the public can come in and tell us about things that will benefit them so call it a public hearing.

Commissioner Rebholz said can we do both at the same time. He said this isn't a commitment of the $7.2 million.

Commissioner Richardson said no but you don't know what people are going to walk in the door with. He said somebody may walk in the door with something that's a whole lot better and if you're committing $7.2 million you've got very little money left. He said this is for the public to decide how to spend their money.

Mr. Alligood said to Commissioner Walkers question, the American Rescue Plan Act money has got to be spent by December 31, 2024 so if you want to put fiber in the ground you've got to move.

Chairman Waters said Commissioner Booth I need to correct you. He said you mentioned Acres Station and Pinetown. He said on the north side of this river Tri-County goes over to Bath, it goes down 32 to the Washington County line, it goes out Longridge Road all the way to the Washington County line so Pinetown, Acres Station, all those people have it. He said and we come all the way out to the College, it comes down 32, it goes by Pamlico Plantation, help me out, what am I missing. He said Bath is surrounded, we're up to Bath.

Commissioner Booth said my comment was it is needed on the south side. He said I know where it is, I just don't want the south side to be left out.

Mr. Alligood said I can show you that or I can pull it up on the screen so you can see.

Commissioner Booth said I'm fine with it.

Mr. Alligood said the majority of the project is on the southside. He said the small piece of this is in the Old Ford area. He said it will put in the backbone that will allow you to build out the rest of the County based on money and demand.

Chairman Wates said we have a motion on the table.

Commissioner Richardson said let's be sure, some people may be confused. He said the motion we're voting on is for the next three months to have people come and present their ideas about how to spend this money.

Motion Restated: Commissioner Richardson motioned that the County, before we decide to spend this money and enter into this contract, have a three-month jubilee when we allow all comers in the County to present to the Board their idea of projects that will improve Beaufort County and we look at those and then decide what to do. Commissioner Deatherage seconded.

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

Jail Committee Recommendations

Mr. Alligood said this is recommendations from the jail committee. He said as you recall, or I'm sorry, you may not recall, there was a regular committee meeting March 24th where the committee discussed and unanimously approved the following items, one, 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. He said and number two was request approval from the Board 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. He said there's some questions about this and in discussions with the Chief Deputy he said the majority of inmates who might spend in excess of 120 days in the detention center prior to trial were probably being held on violent crime or drug trafficking charges and that may be four or five inmates at any one time and in general it was his opinion that the average stay for pre-trial detainees was 45 to 60 days. He said he indicated that 180 days was generally the maximum amount of time an inmate might be sentenced to serve time in a local facility instead of a state correctional facility, because I know there was a question about that. He said but he did state that on those occasions time was usually reduced by time served prior to the trial. He said the recommendations is to consider these recommendations from the jail committee as recommendations for the Board to formally adopt them.

Commissioner Richardson said I don't have a problem with the recommendations because they solve problems, but I think we should set this as a recommended policy, not as an iron ordinance because there are a lot of things that come up that may cause acceptations to this.

Chairman Waters said our district attorney said a lot of times people, if you talk about moving them, they say no, I want to stay right here. He said you have that going on or could have.

Commissioner Richardson said it's not up to them. He said I will make the motion that we accept the recommendations of the committee as advisory, but I would hope that they take it as almost mandatory because I don't want to get into a trap with this.

Commissioner Rebholz said if it's advisory how do we go forward.

Commissioner Richardson said it's advisory to the Sheriff and then if he doesn't do it, we can come back and make it mandatory.

Commissioner Rebholz said I think what the committee recognized is that the Sheriff was not going to be the one signing the request and so as CEO we would have the County Manager sign the letter. He said I talked to the guy, Mike Jackson, and he said that would work.

Commissioner Richardson said signing the request, I don't understand.

Commissioner Rebholz said there's a formal request you've got to send to them to start the process of them coming out and evaluating.

Mr. Alligood said there are two recommendations, you might want to take them one at a time.

Commissioner Richardson said he didn't present that recommendation. He said I'm not even talking about that recommendation.

Commissioner Rebholz said he did present it.

Commissioner Richardson said did you present that. He said I'm only talking about the maintenance, the running of the jail.

Motion: Commissioner Richardson said motioned that the Board accept the recommendations of the Committee as advisory and not as mandatory. Commissioner Walker seconded. The vote was unanimous.

Mr. Alligood said to be clear, that was on both recommendations or not.

Chairman Waters said no, just the 120. He said will you walk us through the second recommendation in a shortened version.

Mr. Alligood said actually it's the first recommendation and it's to seek a formal needs assessment from the National Institute of Corrections for the Beaufort County Detention Center. He said that's been done before but what we were advised is that it should be updated, and I think Commissioner Rebholz made the comment that he had talked with folks from the feds, and it would take someone from the County to do that because the Sheriff has declined, that's my understanding.

Commissioner Richardson said oh wonderful, the Sheriff isn't cooperating.

Commissioner Rebholz said he said that's not unusual, the guy from NIC.

Commissioner Richardson said I think it's interesting the Sheriff declined to do that, especially with all the controversy going on with the Sheriff. He said he's a very cooperative individual, that's said sarcastically. He said we've had this before. He said the only request I have, if we do it, is I be notified of all the meetings so I can attend the meetings because quite frankly things are not always presented in an accurate way and I want to be there.

Commissioner Rebholz said we can specifically put you on as a team member.

Commissioner Richardson said that works.

Chairman Waters said this is on the jail committee.

Commissioner Rebholz said this is on the NIC site visit.

Motion: Vice-Chairman Langley motioned to approve sending a formal request to the National Institute of Corrections to assess the detention facility. Commissioner Booth seconded. The vote was unanimous.

Lease Agreement for Judicial District Manager's Office

Mr. Alligood said page 423, this is a lease agreement with the judicial manager's office. He said the County currently leases approximately 655 square feet of office space over at the old Tideland building to the Department of Public Safety for the Judicial Manager's office. He said this is one of those you're allowed to charge on, you're not allowed to charge for others, but you can charge for this one. He said they're looking to renew an under three-year lease agreement and they've agreed to a 5% increase in the lease amount so there would be an annual increase of $432.30. He said so we recommend your approval on renewing that 3-year lease with a 5% increase.

Motion: Vice-Chairman Langley motioned to approve the lease and 5% increase. Commissioner Richardson seconded. The vote was unanimous.

See Addendum 7

American Rescue Plan Act

Mr. Alligood said the last item I have for you is on page 434 and this relates to the American Rescue Plan Act. He said it's a voluntary extension of emergency paid sick leave and emergency family and medical leave act. He said you have a blog that is attached, written by Diane Juffras from the School of Government regarding this. He said as you recall the original Families First Coronavirus Response Act, it was enacted in March 2020, required employers to provide 80 hours of emergency paid sick leave and allowed the expansion of job protection under FMLA. He said Beaufort County complied with those requirements under that act and in addition, we allowed employees, if they needed to, to request up to 80 hours of additional sick leave advanced to them that they would pay back over the next two years. He said as of today, or as of the writing of this agenda, no one has requested that. He said we have had employees that have used their emergency sick leave that was required in the original act and all of our employees have been given the opportunity to get the vaccination if they want the vaccination. He said based on that, this is obviously a policy decision, but it is our recommendation that you not adopt this extension of sick leave and family medical leave under the American Rescue Plan Act.

Motion: Commissioner Richardson motioned to not extend the EPSL and EFMLA.

Mr. Alligood said I'm sorry, there's another piece to that and I didn't make that clear. He said what I'm also asking you to do is not adopt that but of the 80 hours that were required under the first federal regulation, that you did do, for employees that have used some of that time because they had to or employees that haven't used any of that time, my recommendation to you would be that because it was a benefit that was provided to every employee that the employees be able to use that as sick leave, that you roll that into regular sick leave and they would be able to use that, just like all other employees were able to if they needed to. He said it doesn't give anymore, it doesn't allow for additional. He said you were granted 80 hours under the federal act, if you used 40 of it you can take that additional 40 and roll it to sick time and then it can be used for sick time or you can use it towards retirement from the State of North Carolina at the end of your career.

Commissioner Richardson said I revoke my motion.

Commissioner Booth said you said you gave them the 80 hours and if they don't use but 40, they can use the other 40 towards their sick leave that they accrue all the time.

Mr. Alligood said I'm just saying everybody has a running total of personal time and sick time and all I'm saying is the federal government required Beaufort County and every other employer to give 80 hours of emergency sick leave to every employee you have, you did that. He said some employees used that benefit; some employees didn't have to use that benefit. He said I'm simply saying to you provide that benefit to every employee, it's the right thing to do, I think. He said just because you didn't use it, you may need it later so a timeframe on that is probably not fair so what I'm saying is just allow that sick time to roll into their regular sick time so if I'm carrying a balance of 80 hours of sick leave right now and I've used 40 hours of my emergency sick leave, that 40 that's left rolls into my regular sick leave and I have 120. He said it's the same and from our perspective, what we try to do is what's right and what's fair because you didn't have to use that leave why should you be penalized. He said you ought to be able to use that just like the other employees.

Commissioner Booth said how many employees will this affect.

Mr. Alligood said I don't know the answer to that, I couldn't tell you. He said we don't know who has used emergency leave related to Covid. He said it's not something I have access to.

Motion: Vice-Chairman Langley motioned to approve moving the emergency sick leave to regular sick leave and not to extend the EPSL and EFMLA. Commissioner Booth seconded. The vote was unanimous.

See Addendum 8

Data Usage Agreement and MOU with UNC Chapel Hill

Mr. Carnie Hedgepeth said two items for you tonight, under the data usage agreement MOA for Beaufort County EMS, when I looked at the actual agenda book the scanned documents are missing some documents. He said a page that is with this that I think provides some clarity, so Mr. Newkirk is providing everybody the complete scan. He said I don't know how that happened but my apologies for that. He said of the two documents Mr. Newkirk is giving you one is a date use agreement, and one is an MOU between Beaufort County EMS and the University of North Carolina. He said to give you some background on what this is, I'm going to start with the purpose of this and the data use and then go to the MOU. She said in the memorandum of understanding you should see, it is four pages, what is happening here is UNC is going into a research project. He said that research project is actually defined in the data use agreement on the back page but what they want to do is collect data on pediatric specific calls. He said they're doing this both in the hospital system emergency department and the EMS systems. He said they have noticed a trend, UNC specifically but a trend wanting to improve call outcomes of pediatric patients. He said that is first started with a gathering of data. He said they want to do a research project, which gathers data of pediatric calls across the state of North Carolina, starting to build a data pool of particular illnesses, response and outcomes and from that they want to help individual departments start a pediatric care coordinator that would be both at the hospital and individual EMS agencies. He said this is a trend that's coming across the United States. He said there's only about 25% of agencies that have started in that, specifically in North Carolina there's only 26%, I think, of providers that have put this in. He said so it starts with data collection. He said UNC, from this, wants to turn the data collection into free educational opportunities. He said that would be on-line type education and some direct education that would come, and all may access an individual pediatric emergency care coordinator for each department. He said so we would have one person that would become this individual that would help be the in between of this information and this improvement to our system. He said we are fortunate to have the opportunity. He said we're one of only ten that have this opportunity. He said if we turn it down, they'll go to someone else, where we can be on the front line of this and it's unique in that it is a research project that actually has a benefit to its purpose. He said a benefit to pediatric outcome but also a revenue stream for us participating in this. He said that revenue stream ends up, it could be a total of $7,200 over the course of two years. He said the memorandum of understanding is stating we will go into an agreement with UNC, that we would identify a person, and we have that person selected if we were to do this, to be our pediatric care coordinator. He said their requirements are they would go to a summit, a two-day summit at the beginning of the program, where there would be an assessment and a networking of all the places involved. He said they would be provided with some material and understanding of tracking information and bring that back to Beaufort County, back to us. He said we, in turn, allow them through the data usage agreement, that's the second thing, to automatically pull data from us. He said the data usage allows them to do that and get past the HIPPA regulations, the privacy regulations. He said they can't sell the data, it's not the personal data, it is just for patient outcome things. He said with that, they will provide us real time stats of our outcomes on Beaufort County. He said they would continue to educate our care coordinator and she would

be able to bring that education back into our area here and the incentive of that, for the time it would take for her to be a part of that program starting in September would be about $300 per month for up to two years for a total of up to $7,200 or until the time we decide the work load is more than we were told it would be up front. He said we can opt out with 30 days with no penalty. He said so the data usage agreement would just be an agreement that we would allow them to pull data automatically from our PCR's, our electronic PCR's. He said the MOU is agreeing that we can participate in this program, that we could receive funds starting September 2021 at the rate of $300 per month that would be applied for this program and any kind of overtime uses that would go with it. He said we believe we can implement this program within what they're saying they would reimburse us for.

Commissioner Walker said does this require any special equipment.

Mr. Hedgepeth said nothing more than we already carry on our trucks or the data that we already have.

Commissioner Rebholz said is this going to require an agreement with all the various EMS units.

Mr. Hedgepeth said no sir, this is strictly Beaufort County. He said when I say Beaufort County, I mean just the trucks that Beaufort County actually operate.

Commissioner Rebholz said so the County trucks.

Mr. Hedgepeth said yes sir, and the QRV's, so our department per se. He said it could wind up providing educational resources to everyone, but it starts just between us.

Commissioner Booth said who does this cover.

Mr. Hedgepeth said it's any pediatric patient.

Commissioner Booth said why just them.

Mr. Hedgepeth said the reason of this is because pediatrics are a very low event but because of that it is trying to improve the outcome. He said what you do 100 times per day you're familiar with, you don't even think about but when you have that one call that's different from everything else, they're trying to improve those calls that you don't have as much, specifically pediatrics.

Commissioner Rebholz said I have one more question. He said I didn't see anything in this agreement about indemnification. He said will UNC indemnify us so if we get sued by a client over the release of the transfer of data.

Mr. Hedgepeth said I'm not legalize but looking at the data usage agreement, looking at it, it's falling under all of the legal things of HIPPA, we have been told by our attorney.

Commissioner Rebholz said let me ask Mr. Francisco if he thinks there should be a clause in there to protect us.

Mr. Francisco said I think the County, as long as the County is doing what they're supposed do it has immunity. He said if it steps out of its boundaries then it could be sued. He said the County also has liability insurance.

Motion: Chairman Waters motioned to approve the data sharing and MOU agreement. Commissioner Walker seconded.

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

See Addendum 9

Possible Benefit for Homeowners on Fire Insurance Coverage – Automatic Aid for Station Locations

Mr. Chris Newkirk said I bring before you tonight an opportunity tonight for some of our Beaufort County homeowners to save money on their homeowners insurance based upon some provisions that have come through the state fire marshal. He said as many of you are aware, all of our fire departments in the County, as well as the state of North Carolina are rated by the state, or fire rating and are given a rate of one to ten. He said one being the best, and ten being the worst. He said what happens is different departments receive different ratings based on their capabilities so not all of our departments in the County have the same score. He said but because our fire departments enter into a mutual agreement or an automatic aid agreement with each other that says if a house in Bunyan catches on fire other departments are coming. He said we have multiple departments with multiple ratings responding to the same incident, that is something that the state has picked up on in making a change to allow the homeowner to benefit from that. He said this is particularly impactful in areas where your primary district, for example Chairman Waters your primary district is Pungo River. He said so if a fire happens in your community you would have Pungo River, Belhaven, probably Pinetown and Pantego coming to you for that response. He said each of those stations are different distances from your home. He said what happens in Beaufort County is we may have a home assigned to a primary fire district, but it may be closer, physically, road miles closer to another station and that is what this provision is allowing that homeowner to benefit from. He said it allows the homeowner to receive the insurance rating of the best department, even though it's not their primary district. He said now this change, this proposal does not change fire districts, it does not change tax values, it is simply a benefit for the resident. He said we have carried this before, the County fire chiefs and the association. He said we've talked about it over the last two meetings, and they support the initiative of allowing some residents to save money. He said we're bringing this to you for your approval for those departments to enter into contracts, fulfilling the obligation at the state to allow the homeowner to receive that benefit.

Motion: Commissioner Booth motioned to approve the departments entering into an automatic aid agreement. Commissioner Walker seconded. The vote was unanimous.

See Addendum 10

Foreclosure Legal Service Contract Approval

Mr. Wyn Kinion said I'd like to begin by giving a shout out to Ms. Radcliffe. He said she presented collection numbers tonight, nice job. He said back in December we had, I received a letter from our foreclosure attorney, and he wanted to raise the prices. He said at that time I discussed it with Mr. Alligood, and it was determined I needed to do an RFP. He said at that time I made a request across the state from different entities that have done this and crafted a request for proposal. He said we sent it out February 22nd and received the bids on March 10th. He said there's only two foreclosure attorneys in North Carolina, we notified both of them, we only received one bid. He said Commissioner Walker came when we opened the bid at my office. He said so tonight what I wanted to do was present this bid information that had been provided to you for approval for your contract for our foreclosure attorney.

Motion: Commissioner Booth motioned to approve the contract with Zacchaeus Legal Services to provide foreclosure services for the County. Commissioner Walker seconded. The vote was unanimous.

See Addendum 11

Temporary Position Request

Mr. Lloyd Salter said I believe up first was my request for a position. He said essentially, what I'm asking for, and I worked with Ms. Radcliffe and again, thanks for all your help with that, what I'm asking for is a temporary position. He said basically what I'm asking for is going to come out of contingency for temporary employee. He said what I'm asking for is some to help input and help do some basic review of exempt property in the County. He said I've spoke with the Board several times in the past that we've got quite a lot of issues with land use parcels, also I have a problem with exempt properties where we're trying to process these and getting them in. He said to be very honest and very blunt, I like to do a lot of that before the billing cycle goes for the year so to do that I'm simply asking for, I believe,

$8,500 to get me through to, basically, the next cycle but I'm asking for that now to get to that. He said I hate to put you on the spot but that is right Ms. Radcliffe, it will go through June 30th.

Ms. Radcliffe said yes, we estimated that a temp position would run you $670 per week and you would need that through June 30th because you will be asking for something more permanent in next year's budget. She said so we're estimating $8,500 to be appropriated from contingency. She said my apologies, it looks like the budget amendment is missing from the book and it should be in here.

Mr. Salter said I do have a copy if there are any questions about it.

Ms. Radcliffe said the budget amendment shows an $8,500 movement from our contingency line up to part-time temporary salary line item up to $8,500.

Commissioner Deatherage said I know you've had some problems and I personally know that. He said are you having a lot of issues with present use.

Mr. Salter said so to be very honest, one of the problems that I'm actually seeing, which is a little different than what you and I were working on, which is filling stuff and getting that in line, one of the things that I really want to do is actually use some of the imagery and some of the things that we've got at our disposal and then start reviewing what is still farm and what is not. He said we've had a couple cases recently where we had break outs where we realized there's some solar panels that are no longer farms and where they should be. He said we've had a couple things like that and it's a simple case where we're all in our rolls in that department and we're trying to flex that out a little bit better but we're having to move a few people around and just, we really, basically need a person to work on that piece.

Commissioner Deatherage said so my feeling is your department has plenty of personnel but in order to get your personnel like you want them, placed in the right positions and the right piece, so to speak, you're playing chess, I'm okay with this but at some point I'd like to see the data.

Mr. Salter said I would like to say one thing to that if it's okay. He said my piece to that is I respectfully disagree and part of the reason I disagree with that statement is actually in the machinery act, which is 286.1 I believe it is, which is the County should be auditing 1/8th of all the property each year. He said to be able to do that and be able to have staff reviewing sales and staff reviewing individual exemptions, I'm not going to be able to do that. He said today I'm just asking for a temporary position.

Commissioner Deatherage said was staff doing that before, was it being done efficiently.

Mr. Salter said I do not believe it was being done efficiently and that could have been for many reasons.

Commissioner Deatherage said I could see a lack of efficiency.

Commissioner Richardson said I think he needs to bring this in for a full budget discussion. He said what you're talking about for full justification. He said it's going to be hard to get more people, but we can talk about that during the budget process.

Ms. Radcliffe said to be clear, this is a temporary position through June 30th, nothing to do with a permanent position. She said that would go through the budget process.

Chairman Waters said just so you guys, if you do the math, if you take our tax rate, our fire rate, and our EMS rate on that, it's $7.1 million that we're talking about. He said I realize that some of it may come out but that's the tax revenue that we're talking about.

Mr. Salter said so no, and yes. He said basically what I'm saying is, and to your point real quick, there's $978 million in exempt property in the County. He said that doesn't mean that all of the property needs to be constantly reviewed. He said that does not mean that government owned buildings at the moment needs review, maybe they do but otherwise those are very well under hand and where we need them to be. He said the courthouse is the courthouse, and things like

that. He said that being said, yeah, we have annual review items, so we have over $200 million in farm items and things like that so to be able to say that we're only going to save $8,500 in this, that's silly. He said we're going to be well past that in the thousands of dollars with one temporary position.

Chairman Waters said one other comment. He said I want the Commissioners to make sure that they look at the line item on solar energy. He said you've got $76 million. He said that's because of the state of North Carolina and their state statute.

Mr. Salter said there have been some recent changes to that, a little bit. He said the state does update their amount each year for appraisals. He said this is, of course, the 2020 numbers. He said we do have, of course, changes on a regular basis.

Motion: Vice-Chairman Langley motioned to approve the temporary position at a cost of up to $8,500. Commissioner Richardson seconded. The vote was unanimous.

Map Printer and Service Agreement

Mr. Salter said my next piece, I hope, is even simpler. He said basically I have a, the department, Map Records, we have a printer that we constantly use is at the end of its lease. He said we've had a lease on it, it's a four-year lease and essentially the difference is if I pick up a new printer, a new map printer, the Cannon 250 and so forth, if we pick up a new one it's going to be cheaper because my service cost goes down. He said but because it's a four-year agreement it has to come before the Board today. He said I think it goes up a few dollars but it's down to the service calls.

Commissioner Deatherage said do you think you would get more than four years out of it by buying it.

Mr. Salter said to be very honest, I thought about buying the last one and we're starting to get that blue faint bit and I'm worried the cost is going up because of the service costs. He said once you're done with the lease with any company you own printer and printers have a short life, as you know, so your service costs go up. He said so getting a new one we're hoping to get a better quality, a better life. He said buying it at the end is a discussion for you all.

Motion: Commissioner Richardson motioned to approve the four-year lease recommended by the Tax Assessor. Chairman Waters seconded. The vote was unanimous.

See Addendum 12

Resolution for Land Sale, Washington/Beaufort Co Industrial Park, Lot #1

Mr. Martyn Johnson said I've got three items for you this evening and I will go as fast as I can. He said the first is a resolution for land sale in the Washington/Beaufort County Industrial Park, lot #1. He said Harry Smith has submitted a bid of $5,000 per acre for lot #1 and that lot is 6.21 acres, so the bid is $31,050. He said Mr. Smith has paid to Ms. Mosher the necessary deposit of around $1,500. He said the documentation that is in your package is the bid offer, an upset bid process inter-local agreement to be signed by the managers authorizing inter-local agreement which is to be signed by the Chair of the Commission and then information on the site. He said this bid will be subject to N.C.G.S 160A-461 to increase the efficiency and reduce the cost associated with the upset bid process we are, the City of Washington has asked us to act as their agent for the sale in the upset bid process. He said the upset bid process is basically designed to allow 10 days for anybody else to put a bid in on the site so market price can be determined at the time of the sale. He said in terms of use for the site the Economic Development Advisory Board has the ability to object to any use of it but in the convenance, I as asked earlier, there is no time limit when somebody has to build on the site, just what the site is used for. He said Beaufort County Economic Development staff requests that the Commissioners consider Mr. Harry Smith's bid on lot 1 in the Washington/Beaufort County Industrial Park and associated upset bid documentation and agreement with the City of Washington.

Commissioner Richardson said I believe, and I don't have a problem with accepting what's been offered because it is the upset bid process, but I believe we have sold lots before where we have put a condition on it that unless construction was started in two years they have to give it back. He said I would move that we accept this providing construction is started within two years, otherwise we refund the money and take the property back.

Mr. Alligood said if you remember we had this conversation with the folks at the School of Government about the Belhaven property where we wanted to put conditions on it. He said what Tyler Mulligan, who is the attorney for that economic development piece was that when you dispose of a piece of property, which is essentially what you're doing here, you can't put restrictions on it. He said but if you were to do it under the economic development statute where you did a negotiated price and then looked at fair market value and those kinds of things then you could put conditions on it. He said but when you dispose of a piece of property, you're not able to put restrictions because you're essentially saying we don't need this anymore, we don't have a use for it, the County doesn't have a use for it.

Commissioner Richardson said I understand this is different than negotiated, we have done this before. He said we may want to look back at the procedures of how we did it before but as I recall there were two lots, they paid us $50,000 a lot for them, $100,000 and they had to do something within two years, and they didn't do something within two years, so we got the property back. He said I don't know why we can't do that again because I don't want somebody to buy a lot and sit on it for 20 years. He said you may have somebody else who wants to go in there. He said the whole purpose of this is economic development not real estate investment.

Mr. Alligood said I would agree and I'm saying I can't speak to what happened in the past I'm saying in my conversation with the attorney at the School of Government they said you can't do that.

Commissioner Richardson said well we could call this a negotiated sale for the $5,000 per lot and put the condition on it.

Mr. Alligood said I'll leave that to the County Attorney to work that deal out. He said I'm not legal.

Commissioner Richardson said just because the Institute of Government tells you something doesn't mean that it's always right. He said they're giving you the safest, best opinion and that's what it comes down to, you might say. He said you don't have to listen to legal opinions unless you want to.

Mr. Alligood said that is why I'm deferring to the County Attorney.

Chairman Waters said my concern is that we have farmland in Pantego that sells for $7,000 or $8,000 that has no gas, no electricity, no water, no sewer unless you put a well down. He said I'm like Commissioner Richardson, I don't have any problems selling it below market if something is going to be built on it, but I think it's just a low ball that somebody could sit on.

Commissioner Richardson said even putting it in an upset bid process, I don't think anybody is going to bid on it, there are plenty of lots out there. He said do a negotiated sale and put a condition on it and we're rid of it.

Commissioner Deatherage said why are we disposing of this piece of property. He said we're not selling it we're disposing of it.

Mr. Johnson said we're not disposing of it. He said we are selling it to somebody who has economic interest in the area.

Commissioner Deatherage said well that's great, but I was here when we bought this piece of property. He said we roughly $10,000 an acre or close to that and we've spent a lot of money on this property since then. He said why $5,000 an acre. He said Chairman Waters is right, you're talking $7,000 or $8,000 for farmland and the only thing you can do on that land is farm it, it's good ground. He said it's peaty soil, is it peaty soil.

Chairman Waters said we've got more peat than that piece of land.

Commissioner Deatherage said it's got clay 3 or 4 feet down and that's why it's so peaty, but you can't do anything else with it. He said we have got all of these utilities and you could do some really fine work down there. He said why are we getting rid of this property and disposing of the property, so to speak.

Mr. Alligood said the Board doesn't have to accept the offer.

Mr. Johnson said can I say one more thing. He said the economic interest that Mr. Smith has is in the facility next door to this lot.

Chairman Waters said is there anything wrong with having a commercial appraisal of these six acres.

Mr. Johnson said not that I know of.

Chairman Richardson said you've still got the market prevails. He said if nobody wants it then nobody wants it. He said you can get an appraisal done all you want to, but it will come down to what somebody is willing to pay for it. He said the upset bid process will take care of that. He said the purpose of this park was economic development so if you look at why we're there we're selling the lot for economic development purposes so somebody will build on it and discounting it to get somebody to take it, I don't have a problem with it. He said how many lots do we have out there that haven't been sold.

Mr. Johnson said we probably have about ten.

Commissioner Richardson said see, nobody is standing in line to buy this stuff, so the market is going to prevail.

Chairman Rebholz said you said he's got an interest in the lot next to it.

Mr. Johnsons said yes, the industry ready building has been leased by a company that he has a 50% share in.

Commissioner Rebholz said he's in there right now.

Mr. Johnson said it's complicated because 50% of the company was sold to a company called Mann and Humble and so they're in a 45-day reconsideration of what they're going to be doing in the U.S. in general.

Commissioner Rebholz said so we don't know if they're interested in the property next door anyway, right.

Mr. Johnson said he has a five-year lease on it and as much as I've been told they do intend to do something with the industry ready building. He said what, precisely, I do not know.

Mr. Alligood said so the economic development statute, there are two ways of dealing with a piece of property. He said you can do it through disposal, that we talked about that doesn't allow you to set conditions on it and run it through the upset bid process. He said upset bid process, public auction, or sealed bids. He said there's an economic development statute that allows you to do that under an economic development piece where someone has an economic development request on it. He said then you have to do an appraisal and you can't sell it, you can't transfer it for less than the market value, considering all other things. He said so later down the line if someone came to you and said I'm going to build a building here, I'm going to do this or that, I'm going to bring this much investment, I'm going to bring this many jobs, you could actually look at that and you could give them the property under the economic development statute. He said but those are the two ways you're able to do away with, to either dispose of or under the economic development statute, transfer that property so all I can tell you is the two different ways you can do it.

Chairman Waters said is one of the alternatives with a counteroffer to give an option. He said give an option on it for a year. He said because, here again, it's an economic question. He said if he comes to us in a year and says I'm going to build this building there and it's going to be $1 million.

Commissioner Deatherage said conditional options.

Chairman Waters said can we not counter.

Mr. Alligood said I don't know the answer to that question, I would have to check and see.

Commissioner Deatherage said you would have to take away the disposal part away from it right, for lack of a better word.

Mr. Alligood said sure. He said you wouldn't be doing that, and I'd have to have a conversation with economic development attorneys to ask them that specific question. He said I think you would still have to do it under the economic development statute like you normally would do. He said you've seen that before where we bring it in and say this piece of property, such, and such, and you have a public hearing on it and those type of things. He said I think that's the way that would run if you had an option, but I would need to double check that.

Chairman Waters said one thing that could happen if we did this and there was an upset bid and it kept being upset we could end up with a real estate guru that might not ever do anything and just sit on it.

Commissioner Deatherage said there's two pieces to this, there's probably more than that but I'm thinking if we set a precedent of a really low sale that lowers the prices of everybody's property out there, including future sales. He said if we negotiate and negotiate something happening there that's a different kettle of fish and I think we need to structure it in such a way that it looks like the price isn't going to be so low. He said maybe trade-off's or whatever but $5,000, that's really low for that piece of property. He said I'm thinking that piece of property's got to be worth $20,000 an acre, minimum.

Chairman Waters said well gentlemen we need to take some action one way or the other. He said either to reject the offer or accept it. He said I don't think we can counteroffer.

Motion: Commissioner Rebholz motioned to reject the offer. Commissioner Deatherage seconded.

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

See Addendum 13

Letter of Support for Investment in Future I-87 Currently US 64

Mr. Johnson said just quickly, this is the operating of US 64 to Interstate Quality. He said obviously this would be a boon to our County and obviously to my operation because I could then say we were about half an hour from an interstate rather than an hour. He said it would give us, with 17 being 4-lane it would give us access to Norfolk and I-95.

Motion: Vice-Chairman Langley motioned to approve the letter of support. Commissioner Richardson seconded. The vote was unanimous.

See Addendum 14

Letter of Support for Seasonal Passenger Ferry Line

Mr. Johnson said the other is a letter of support for a seasonal passenger ferry line between Beaufort County and Ocracoke Island and similar reasoning is that this would be a tremendous boon to our tourism industry and attract a lot of people to the area in terms of retail, events, recreation, arts, entertainment, hotels, and restaurants. He said I think it could also, maybe lead to a water taxi, which could connect all of our communities like there used to be in the old days, with Aurora, Washington, Belhaven, and Bath all being connected, with this one central hub for tourism.

Motion: Commissioner Booth motioned to approve the letter of support. Vice-Chairman Langley seconded.

Commissioner Richardson said I would like to amend the motion to include Belhaven and Washington in the letter as sources and whatever we send out.

Mr. Johnson said it says Beaufort County.

Commissioner Richardson said we need to be specific here. He said we're dealing with government people in Raleigh that don't know very much about Beaufort County.

Chairman Waters said I've had two telephone calls, one asking for Belhaven to be on there and the other one asking for Aurora.

Commissioner Richardson said put Aurora on there too.

Mr. Alligood said the reason we said Beaufort County is because we have multiple municipalities that also want to be involved in that so if you want us to name all of those municipalities, we can certainly do that. He said those municipalities have also offered letters of support. He said Washington individually, Aurora individually, I don't think Belhaven has written one yet, but they probably, certainly will.

Commissioner Richardson said based on what we did to them tonight they will.

Amended Motion: Commissioner Booth motioned to approve the letter of support with the changes recommended. Vice-Chairman Langley seconded. The vote was unanimous.

Commissioner Deatherage said some months ago, maybe a year ago, long months ago we talked about you putting together a written report about businesses closing or struggling in Beaufort County due to Covid. He said have you gotten anything on that.

Mr. Johnson said basically what we found out was that only a few actually closed, mostly retail. He said most of the manufacturing companies, in fact, did very well and a lot of the restaurants, particularly that had some sort of drive-through window, were very good so we looked at it and I can send you the information we received but really it was not.

Commissioner Deatherage said would you please. He said I'd like to have it in a form where I could present it, or you could present it. He said one of us or the other, I would appreciate that.

Mr. Johnson said sure, I can bring that back, but I think, as you saw from Ms. Radcliffe's numbers we've done very well and in fact that's why we raised from a tier I to a tier II.

Commissioner Deatherage said that's good, and I appreciate that, but those numbers are somewhat disparate from the citizens and the manufacturers. He said there's some people hurting very badly that didn't get a whole lot of help in a timely manner. He said remember how Nancy Pelosi said we're not going to pass anything as long as Trump is president and then they passed this $1.9 million right after he gets out of office and so a lot of people didn't do very well, that's just the history of it and then some people did do very well and there's a large schism between different folks. He said the haves and the have not's, so to speak.

Mr. Johnson said I'll go back and like you said the Covid really brough out the disparages in the economy.

See Addendum 15

Frontline Workers Resolution

Commissioner Rebholz said the first thing I would like to do is offer a resolution regarding our frontline workers and I'll read what's in your book.

Chairman Waters said can you just hit the highlights.

Commissioner Rebholz said okay. He said the highlight is that this Board recognizes our frontline workers at the Health Department and EMS Volunteers for getting successfully implemented the Covid vaccine in this County. He said we, right now, are ranked 7th in the state for completed vaccinations. He said that's not by accident. He said that's by a lot of people really working hard, being dedicated to it, and thinking it through. He said Mr. Madson did a phenomenal job going out and getting additional vaccines from other counties that had extra and bringing them in.

Motion: Commissioner Rebholz motioned to approve the resolution as presented. Commissioner Booth seconded. The vote was unanimous.

See Addendum 16

Term Limit Resolution

Commissioner Rebholz said my second thing is a resolution and I'll read this one because it's short. He then read the following:

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.*

Commissioner Richardson said let me just make one comment, I'm going to support the resolution, I'm for it but are you calling for a constitutional convention.

Commissioner Rebholz said that's what the resolution says.

Commissioner Richardson said okay, let me just say this, I'm supporting this but let me also give you the other side of the story. He said there are a lot of people who go completely wild over a constitutional convention because if you look at Washington D.C. and most of our elected officials you've got a bunch of radicals that are afraid if you have a constitutional convention, it will go wild and it will gut the constitution and you'll come up with something that doesn't even look like what we have now. He said I'm voting for this because I support term limits but I'm also aware that a lot of people are going to take exception to this because they're very much afraid of a constitutional convention.

Commissioner Deatherage said I'm going to support this as well but is it because you're changing and article you need a constitutional convention, you can't do it by an amendment, can you.

Chairman Waters said let's stick to the resolution.

Commissioner Richardson said well this answers his question. He said what happens is, and the reason I'm supporting this is historically the last amendments that were made to the constitution, when congress saw that they were going to have to have a constitution convention in order to resolve the issue they went ahead and did what the public wanted and that's what's going to happen because congress doesn't want a constitutional convention either because they lose control.

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

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

See Addendum 17

Dissolve County Police Committee

Commissioner Rebholz said two months ago the Board voted to create a County Police Force Committee. He said at the time I believed, erroneously, that they would conduct a review of the Gaston County Police Force and determine whether we wanted to do it or not. He said I believe at that time an understanding that a police force could be helpful. He said however, as demonstrated at the most recent committee meeting the goal of this committee is clearly not a review of Gaston County but to put in place a County Police Force and to strip the Sheriff of his law enforcement duties. He said it was also an attempt to override the will of the people and strip the voters of their 150 years of selecting their chief law enforcement officer. He said so why do I say all that, well at this second meeting there was almost no discussion of Gaston County as an option, their experience or success. He said the meeting included a public comment period and testimony from two department heads. He said with no negative comments about the Sheriff's Department from those organizations or two people. He said balance of the meeting focused on the failings of the Sheriff and became a press conference on his incompetence. He said in his March 31st editorial in the Washington Daily News they provided no information on the police force other than "I will guarantee you fair and equal access to law enforcement at an economical price". He said ten of the next 11 paragraphs argued that Coleman was unfit to run the Sheriff's Office. He said so let's look at the situation and solution of a County police force. He said the primary gauge of law enforcement is the crime rate. He said the measure in North Carolina is the rate per 100,000 people thereby a relative comparison between counties. He said they use two rates, overall crime, and violent crime. He said for violent crime Gaston rates 45% higher than Beaufort County. He said the overall crime rate they are 33% higher. He said the Gaston County Commissioners are so happy with the police force that they asked the North Carolina Attorney General if they could eliminate the police force and return law enforcement back to the Sheriff. He said this may also explain why no other county has followed suit in the last 60 years. He said now I'm no Ernie Coleman fan. He said he's certainly contributed to Sheriff issues in this County but so have other elected officials and therefore I submit that this committee is nothing more than a stage to attack the sheriff. He said I admit my error in voting for this committee two months ago and motion to disband the committee as a waste of county resources and taxpayer funds. He said I also want to return the decision to either hire or fire the chief law enforcement officer to the hands of the voter, unless, of course, you feel they're incompetent to make that decision.

Commissioner Richardson said I have a question. He said when you made the statement that the Gaston County Commissioners had asked to dissolve and return to the sheriff, when did that happen.

Commissioner Rebholz said 2001.

Commissioner Richardson said that's correct, that was a long time ago. He said you need to talk to the Commissioners since then and you'll find out that they are happy with the system that they have.

Vice-Chairman Langley said I said something a month or two ago when they wanted to do away with the Jail Committee. He said I said once a committee is formed, we should allow it to do its work and so I stand by what I said, that they should be allowed to continue their work because one of the things that people have to realize is this committees job is not to take any powers away from the Sheriff. He said the Sheriff's powers are in the North Carolina statutes because even if you go to Gaston County you will find that the Sheriff still exists. He said if you go to Charlotte-Mecklenburg you will find the Sheriff still exists. He said so that is not part of what this committee is doing. He said they are simply to find out the facts and report back to this Board and then we, as a Board, make a decision, not the committee so I'm for it continuing its work.

Commissioner Walker said to paraphrase Winston Churchill, there will always be a Sheriff's Department. He said I mean it's never going to go away. He said it's funny how people have gotten the misconception of this stuff. He said they're saying we've spent all this money, we haven't spent any money, I mean, we haven't allocated any money to be spent. He said I don't think we've spent a dime so far but, having said that, I'm probably the least willing participant in this and I come to these meetings saying why and Commissioner Richardson is over there saying why not. He said so I've asked him to convince me that this is the way to do it but the biggest problem I have with this is we're creating a whole other layer of government that we've got to spend money on, and we do have a good Sheriff's Department, there's no doubt about it. He said these guys are hard working and I know it sounds like we're defunding the Sheriff, and we had a crowd in here but the 10:00 meeting we had I thought they left pretty well informed, and I didn't feel at all that they were ready to hang us from the yard arms. He said we took time to explain what we were doing and we're not ready to make any decision on this yet, this is going to be a slow process.

Commissioner Deatherage I'm also a member of the Police Committee and I just wanted to segue into what Commissioner Langley said. He said basically we're a committee that has been formed to discover, find facts, and certainly not take the power away from this Board. He said this Board is the only group that can make a decision, we can't. He said we can make a recommendation but that's worth nothing, you guys can do whatever you want to do, and you all know that, so I just wanted to let that be known. He said again, I just want to reiterate, all of you have already said no matter what happens there will always be a Sheriff in Beaufort County and it's very important that there is always a Sheriff. He said it is not the intent of this committee to bring back a recommendation for extra funds to spend. He said if we can't do a better job than what's going on right now there's no reason to consider anything we say or do.

Commissioner Booth said I concur with Commissioner Langley, he said it very well. He said we just can't pull a board together, get mad and disband them. He said I would never vote to do away with the Sheriff of Beaufort County, you can't so that's just a bunch of lies that are being told around here, you can't do away with the Sheriff.

Commissioner Rebholz said I don't think anyone was saying do away with the Sheriff.

Commissioner Booth said oh, it's been all in there. He said it's been all over the County that we're trying to do away with the Sheriff. He said it's also being said all over this County that we hate the Sheriff. He said I wish he was here tonight. He said I do not hate Ernie Coleman; I do not hate Charlie Rose. He said I don't hate nobody that supports and protects my family and the citizens of this County. He said so I'm going to vote against this motion also.

Commissioner Walker said the issues that Representative Kidwell brought up can all be handled by the Sheriff if we had this Beaufort County Police Force. He said everything he said I didn't see where the Sheriff could still do and intervene, as he suggests, if we needed. He said that's why the Sheriff is important. He said that would never have changed if we suddenly had a police force in Beaufort County.

Motion: Commissioner Rebholz motioned to disband the County Police Force Committee. Chairman Waters seconded.

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

NC 811 Safe Digging Month Resolution

Chairman Water said this is the Safe Digging Month resolution and you've had it so I'm not going to read it to you, but this is a resolution that we do pretty much on an annual basis. He said I'll just tell you, and for the publics benefit, if you dig without calling and you cut a fiber optic cable you're looking at a bill of probably $15,000 and up so it's pretty important to call 811 and go on and get everything located. He said then you're protected as long as you don't do it right on a line.

Motion: Chairman Waters motioned to approve the resolution as presented. Commissioner Richardson seconded. The vote was unanimous.

See Addendum 18

FTE's for Sheriff's Office 21-22 Fiscal Year

Chairman Waters said the next item is mine. He said that's on the full-time employees at the Sheriff's Office for the budget year 21/22. He said as you know, in October Chief Rose came in here and asked us to consider funding five positions that had been frozen and we basically said no, we'll talk about it when the budget comes around. He said the concern that I have right now is that by losing the 13 school resource officers, according to Commissioner Rebholz's numbers, that's the equivalent of four full-time employees in the summer months and other times during the days that they can do. He said we are going to lose good people if we don't step to the table and say we're willing to put this in next year's budget, so my recommendation is, and I'm agreeable to four or five, and the cost based on what Ms. Radcliffe put together for us on the school resource officers, if it's five deputies that cost is $353,000. He said if it's four deputies it's $282,000 in next year's budget. He said if we wait until the budget process and we approve it in June some of these people, the good ones are probably going to go somewhere else, but I would like to see us go ahead and give that commitment to the Sheriff's Office and the detention center and the 911 communications, the three departments. He said so I will make the motion that we do those five positions at roughly a cost of $353,000. He said this includes everything that Ms. Radcliffe put in there, except I took out depreciation on the cars, which is a non-cash item in our budget.

Commissioner Richardson said what you're talking about, these numbers Ms. Radcliffe put together, where are they.

Chairman Waters said no, this is from our discussion in our joint meeting with the school board. He said so that's my motion.

Commissioner Booth said I would definitely consider it but I'm not going to vote tonight. He said I meant what I said when I said it six to eight months ago when the positions were given to us. He said I will consider it at budget time but tonight I can't vote for it.

Commissioner Richardson said I'm going to vote against it tonight and the reason is when the Sheriff came in three or four months ago, whatever it was, and started demanding these people I asked, give us the data to show the justification for the need of putting these people on the payroll. He said the number of trips, how serious the trips are, how many transports you're having to make, blah, blah, blah, all this stuff, he refused to do it and I'm not voting to just put people on payroll because people say they need employees. He said it has to be justified based on workload and I want to point out to you for all the controversy in what the Police Committee is doing, in Gaston County the Commissioners get a monthly report that's about 15 pages long based on trips, what kinds of calls they've had, how many murders they've had, how many rapes they've had, hours into this and hours into that. He said it's comprehensive. He said you can look at it and tell whether they need more staff or not. He said this Sheriff has never reported anything to us, he claims he doesn't have to tell us anything and when I ask for the data to show why he needs five more deputies the excuse was all we have to as constitutional officers is ask for it. He said that is the biggest phony answer that anybody could ever give anybody. He said we're sitting here taking care of the taxpayer's money, not with our hand on a money spicket opening it and closing it so I'm not voting for it. He said this is egregious, we need to take it up as part of the budget.

Commissioner Booth said I'm serious, I will consider it at budget time and that's what I said when I asked the Chief not to cut those five men. He said I said are you sure, is this what you want to do, and he said yes, five men and three cars. He said that comes up to the number of men that you have right there, do you remember it.

Commissioner Richardson said the Sheriff took the money and gave raises that we never authorized to people that work for him. He said if we keep supporting this bad behavior it's just like your children, you're only going to get more bad behavior.

Vice-Chairman Langley said well last year when he came to us and offered to freeze the five positions one of the things I said was well, you can freeze the five positions, do not come back early and ask for them. He said I said but next year, this time, I'll be more than happy to give them back to you. He said I will stick to my word, even though I'm not going to vote for it tonight. He said we will deal with it in the budget process.

Motion: Chairman Waters motioned to approve committing to approving five full-time positions for the Sheriff's Office at a cost of approximately $353,000. Commissioner Rebholz seconded.

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

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School Resource Officer Positions and Vehicle Discussion

Commissioner Walker said I have a question about the vehicles being surplussed. He said I know when I used to work maintenance for the County, I had to get the decals off the cars set for surplus. He said that's not an easy task. He said I had to get the decals off the cars being surplussed because we didn't want Beaufort County Sheriff cars being driven around Tennessee or somewhere. He said but my question is what makes a car surplus. He said is it miles, the fact that it's a lemon, years of use, what really makes a car a surplus car.

Mr. Alligood said for us it's a combination, and when I say for us, I mean for County departments that are under control of the Manager, it's a combination of mileage and repair costs so when we get a vehicle that's high mileage and starts to cause us issues with repairs, we look to surplus that and get a new one in. He said for the Sheriff's Office, and I'm only speaking to what they would tell you, because our vehicles, unless it is an ambulance or a vehicle with Emergency Services, they try to turn those over a little quicker based on safety. He said I think the Sheriff's Office has a set mileage that they go into a yellow and then a red and once they get into the red, they look to remove them. He said in the past we have gotten to a point where, based on his entire fleet we had gotten to an agreed number of eight every year to be surplussed and rolled out based on how often they were. He said essentially, they come back to us at budget time and say we need to get rid of these vehicles and the Board looks at that and says yea or nay.

Commissioner Walker said I know there are SRO cars that are specific to the schools they serve and I'm sure there are other cars too but right now I think it's just something to make a note of, but I don't want to see these cars cannibalized until the SRO situation gets worked out. He said I'd love to see the schools use these cars in some way, somehow, and I think that's all being considered right now but there's got to, I mean, I'd hate to see the Southside car be surplussed only for them to buy another car and paint it up like the Southside car already is.

Mr. Alligood said the only I would say is my anticipation from the Sheriff's Office is he's going to look to look at his fleet and determine, based on the SRO vehicles, which are the newest and less mileage. He said when we say you've got to find 13 cars to do away with he's going to find the high mileage, worst cars he's got. He said they may not be the SRO cars. He said I specifically asked the superintendent at the joint meeting, was there an opportunity for us to transfer those vehicles to them so that they wouldn't have to pay, it was in excess of $100,000 per year in vehicles. He

said the answer I got was no, we've already made that agreement with them, there are liability issues, this, and that, so my anticipation going into budget is that the Sheriff's Office is going to surplus 13 vehicles.

Commissioner Walker said if that's the case that's fine. He said this next segment I'm going to; I need to review. He said what my story is on this SRO situation, it's kind of related. He said I waited to tell this story here, and I apologize. I'm going to have to do this as quick as possible so I'm going to be speaking fast because I know we want to get out of here. He said I wanted to tell the story here where it can be recorded in the minutes, where it can be recorded on video, and where it can be streamed live and not on social media where it can be deleted. He said most of you know this story and this is my version, and the story really begins before I was a Commissioner but through discussions, I was able to fill in the missing pieces. He said I will invite any corrections if I said anything wrong. He said I wish Representative Kidwell could be here but maybe he can pull this up and look at it later. He said now most County residents, when I go out and talk about it do not even know what an SRO is. He said these are sworn law enforcement officers that are placed in the school for security. He said our SROs were funded several years ago through a tax increase of $0.01. He said not only did this help pay for the SRO's, but it paid for security improvements to the buildings. He said these improvements have been completed so the full $0.01 allocation, I guess, is now available. He said the plan called for 13 SROs to cover each school. He said it should be said that SRO's require special training so you can't hire anybody to be an SRO, it takes a while for these positions to get filled and as of today there's really only 12 SRO's and everybody talks about 13 but there's only 12 as far as I know. He said the plan was working fine and these SROs were doing a great job. He said school officials were concerned, however, about how the Sheriff pulled these SRO's out occasionally for transport duties and other needs. He said when asked about this the Sheriff said these people worked for him and not the schools and when asked if the SROs could notify the office when they left the Sheriff said no. He said thankfully we had no serious incidents but there were many cases where the SRO was needed, and they were not there. He said now this is early spring and we're just hearing about Covid-19 for the first time and early spring is the time for what we call budget workshops. He said this is where the department heads come together and share their budget needs for the upcoming year. He said in that workshop the Sheriff Department asked for five new deputy positions and money to pay bonuses for existing deputies. He said when asked why they needed the five positions the answer was because. He said I think Commissioner Richardson said it was a little more than that but basically it was just because. He said it was decided to allocate the money for one or the other but not both, the budget passed, and the money was used for bonuses. He said this was July, we're getting into the pandemic deep, many were getting infected, people were dying, businesses were being closed down, my business was closed. He said I'm still dealing with financial problems today because of the loss of revenue. He said in response the Commissioners enacted a hiring freeze, the future was uncertain. He said so now it's October/November. He said there were nationwide protests concerning police brutality. He said we had incidents here in Washington. He said City Councils and County Commissioners across the County thought it wise to defund the police in an effort to control them. He said there was no discussion on defunding the police here. He said so the Sheriff's Office took the opportunity to put out a press release that said the Beaufort County Commissioners were defunding him. He said this press release went to media outlets from the Capital to the coast. He said even judges were informed. He said at the next Commissioners meeting the room was full of media. He said in that meeting Chief Deputy Rose explained how not providing those five positions was an act of defunding the department. He said most of the Commissioners reminded him of the actions from the budget workshop that these five positions could be discussed at the next budget sessions. He said the meeting ended with the sheriff bursting through the backdoor and calling everyone a liar. He said I was not a Commissioner at the time, but I was sitting at the back of the room. He said it was the only time I've seen the Sheriff appear before the Commissioners. He said now it's Friday, November 13th, the Sheriff issued another press release and in that release he mentioned the five positions and that he was going to stop providing SROs to the schools. He said he gives the schools 90 days until termination. He said the school, who was struggling with the effects of the pandemic and how to educate kids, with buildings being closed, were totally caught off guard. He said they came to the Commissioners for direction and were told to meet with the Sheriff to see if a compromise could be made. He said that meeting took place at the superintendent's office. He said the sheriff came and the school was represented by the superintendent and two others. He said in that meeting the Sheriff said that their relationship with the schools was over and they needed to seek other methods of security, he was asked twice. He said the meeting ended, the schools were told to seek alternatives, the election had occurred, I was now a Commissioner. He said one thing that occurred at the same time was the Sheriff ordered a deputy to email over and over, to all of the school board members, the transport information that occurred for the Sheriff's Department. He said I guess this was to justify why he needed the five positions and why he pulled SROs to do these transports. He said I have copies of these emails but would have to go into closed session to share them because, you see, this is a violation of HIPPA laws, and the emails stopped when this was explained to the Sheriff. He said the schools started writing their request for bids for private security. He said

it was here that they realized this might be a better way to do things, but it depended on funding. He said I think the Sheriff's Office realized at the same time that this funding would be moved to pay for it. He said so the bids were returned, and interesting to note, the Beaufort County Sheriff's Office decided not to bid. He said they felt they could not provide the services the schools had requested. He said they sited six points. He said the companies were asked to come in for interviews. He said the times were set, the interviews occurred, a company was chosen, and they were asked to send a pricing schedule. He said this was done and I thought it important to ask for a special called meeting to discuss these figures with the other Commissioners. He said this was denied by Chairman Waters, saying the numbers could be discussed at the April 5th meeting. He said it was about this time we were hearing that Chairman Waters had the vote to shut this thing down. He said my math said otherwise. He said I felt that if he could not get it stopped, he would at least delay it long enough so that the schools would have no choice but to keep the current SRO situation. He said once I learned that the schools had the contract, and I knew the superintendent was okay with the contract I made the motion to accept the contract. He said the schools needed direction and we gave it to them. He said the details are being worked out now. He said so let's review, we have a Sheriff who appears not to want to provide SRO services to the schools, we have a Sheriff's Department that admits they can't provide the service requested by the schools. He said the schools have a security company that can meet and possibly exceed these needs. He said I was elected to make hard decisions, this was not. He said but the story does not end there. He said I think we could agree the Sheriff has created this problem in order to get his way. He said he did not count on the outcome and now must live with it. He said this could affect the lives of 12 great people, many are my friends. He said not one time did the Sheriff speak on their behalf. He said I just completed an ethics course given by the Institute of Government. He said in that course mock meetings were shown in detail what not to do as a Commissioner. He said I must say that our Chairman could be a poster child for this course. He said in the past week he has been relentless in posting to Facebook negative posts about me and my wife, who is Chairman of the Board of Education and had very little to do with this. He said you have been an embarrassment to the County. He said anybody with internet experience knows if you post something and then take it down, it's probably untrue. He said Chairman Waters takes all of his posts down so nothing he has said must be true. He said I can recognize this behavior by our Chairman, I've seen it many times. He said usually it's around Christmas time and it's in the toy section in Wal-Mart. He said this behavior is expected from kids not getting their way, not you, Mr. Chairman. He said now I know where you will go with this, my wife and I shouldn't have run for office if our skin is not thick enough to take criticism. He said I'll make a deal with you; we will grow thicker skin and take criticism better if you will grow some gonads and lead like you were elected.

Chairman Waters said are you finished.

Commissioner Walker said I am finished.

Chairman Waters said well thank you, thank you very much, I appreciate that. He said I will say this, my Facebook page is mine and I took some of them down because I got asked to take them down and I did that but it's my page and if I want you to be blocked, I will block you. He said I got accused of blocking every school board member and that's not true. He said Mrs. Booth was never blocked and Butch Oliver was never blocked. He said anyway, I think enough has been said on that. He said I was told earlier tonight, the vote had been had, the vote went down, and we will live with it so unless someone has something else to say we will move to Commissioner Richardson and his stuff.

Brenda Hamilton Investigation Update

Commissioner Richardson said I'll try to go through this as quick as I can and just give you the facts. He said I got an email yesterday and it basically says she hasn't finished yet and she will be finishing in about two months. He said I really don't want to comment on it because the results are going to be kind of interesting. He said so with that I will move on unless somebody has any questions.

Jail Door Report

Commissioner Richardson said this is in here to keep the Sheriff from surprising us again with another shutdown of the jail. He said so if he has anything to report this is going to be in here as long as I'm a Commissioner. He said he needs

to get in here and report it because I don't like surprises. He said the jail doors cost us $2.5 million for no good reason at all. He said if nobody has anything to say about that I'll move on.

Mr. Alligood said I can give you an update on that. He said from the County Engineer, the items we were talking about with MTS, the custom enclosures for the four utility chases have been delivered and installed. He said that was the remaining items for the project. He said two of the four locks have been installed and are complete and the two remaining locks were re-keyed and delivered today and MTS will be on-site next week to complete that installation so there will be nothing left from the original punch list on that job so it will be done.

Commissioner Richardson said so everything is working fine.

Mr. Alligood said as far as we know.

Board Operations Discussion

Commissioner Richardson said I'm going to say this again, this Board is not functioning as a Board. He said this Board has not functioned as a Board for the last four or five years. He said we need to function as a Board. He said all Board members need to be informed of what's going on and all Board members need to be included in what's going on. He said the Chairman, you tried to set that meeting up with the school superintendent and the Sheriff at your house. He said that is unethical and probably illegal. He said whether you know it or not you need to go back and take that ethics course again because you missed most of it.

Chairman Waters said I would challenge you, there was no action. He said I was being asked for 72 hours after the meeting to try and get the two parties together.

Commissioner Richardson said who asked you to do that.

Chairman Waters said I was getting emails and telephone calls but it's none of your business.

Commissioner Richardson said this just adds to the fact that this is a Board, and it has not functioned as a Board primarily because of your unethical behavior.

Chairman Waters said well, I don't consider it to be unethical. He said there was no action that was planned.

Commissioner Richardson said the Board has to authorize anything that you do. He said you are not king-chairman.

Chairman Waters said I need to remind you there was a meeting back in October when, Vice-Chairman you were there with Jerry Evans, to talk about, with the Chairman of the school board and the superintendent. He said I think Mr. Alligood was there. He said Mr. Alligood, tell me if it's unethical for me to invite those two people to my home to try and get them to work together.

Commissioner Richardson said yeah Mr. Alligood tell him, tell him the truth.

Mr. Alligood said Mr. Chairman, it's not my place to advise the Board of your ethics. He said I think you have a code of ethics. He said I think the opportunity to try to get people to work together and talk is a good thing, but I don't think it's my place to individually address individual members of the Board on whether your ethical or not. He said that's not the position I need to be put in.

Commissioner Richardson said it's one thing to have a conversation on the telephone with somebody or talk to two or three Commissioners on the telephone, there's nothing unethical about that. He said it is unethical when you take part of the Board to meet with the school board and you don't tell the rest of the Board what's going on. He said that's unethical. He said unethical is another word for dishonest, for those of you who don't know what unethical means. He said you need to straighten your act up. He said you're trying to run this place from the back room. He said you are not king-chairman and if you keep doing what you're doing you're going to get burnt really bad.

Chairman Waters said I understand where you're coming from, but I've been to the ethics course, two of them that UNC has put on, and it was, am I not entitled to ask anybody for information.

Commissioner Richardson said what did I say, you can't invite people to meetings and part of the Board without informing the rest of the Board, that's unethical.

Chairman Waters said I was not informed when the meeting was had back in October or November, whenever it was.

Commissioner Richardson said I've been to the hospital but I'm not a brain surgeon, just like you've had that ethics course, apparently you didn't learn anything.

Chairman Waters said well apparently, I learned more than what you did based on your profession.

Commissioner Richardson said one setup is a setup, I'm proud of what I've done.

County Police Force Committee Update

Commissioner Richardson said we met, it's already been described and I'm not going to plow that field again. He said Mr. Manager, correct me if I get my dates wrong but the last two weeks of May, sometime in there we're looking to plan for a trip to Gaston County, meet with those people, gather information, and see what's going on. He said to that end, our Committee wanted to be sure that we invited all of the Commissioners that wanted to go can go. He said anybody that wants to go the Manager will be informing you. He said we won't be keeping it a secret; we won't be having a meeting that you won't know about. He said the next committee meeting is scheduled for the last week in May, it's at 6:30 at night because we had a lot of complaints from the Republic party chairman, who showed up, that we were holding secret meetings and people couldn't get to them and we were deliberately holding them when people couldn't get there so we just moved the meeting to 6:30 at night so the public is invited. He said we want everybody to come because this is a part of the educational process that goes along with this. He said we're going to have it video streamed so people can see what the committee is actually doing, and I think it was pretty well described, we're gathering information, we're not trying to do away with the Sheriff because he is a constitutional officer, just like we are constitutional officers. He said so you can't do away with him. He said he is going to be doing the duties that are described in the constitution of the State of North Carolina. He said does anybody have any questions about what's going on. He said Mr. Manager is there anything you want to add to this.

Mr. Alligood said no sir.

Chairman Waters said what's the date on the committee meeting.

Commissioner Richardson said is it on the County calendar.

Ms. Mosher said April 29th at 6:00 PM.

Commissioner Richardson said it's at 6:00, April 29th at 6:00 PM. He said the public are invited. He said there will be a public comment part of this and so we'd be delighted to come and hear from you.

Request Sheriff Appear Before the Board

Commissioner Richardson said I'll make this as a motion.

Motion: Commissioner Richardson motioned that the Board extend to the Sheriff of Beaufort County an open-ended invitation to attend our next meeting and present his case for what he thinks is going on. Commissioner Walker seconded.

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

Beaufort County Bill of Rights Article II Sanctuary County

Commissioner Richardson said the last item is the Beaufort County Bill of Rights. He said I will be real brief on this. He said this is a short paragraph having to do with guns. He said without reading everything, therefore, be it resolved that Beaufort County Board of Commissioners declare Beaufort County, North Carolina to be a U.S. 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. He said the resolution, if it passes, is to be sent to all the counties. He said the reason there's a need for this is there's a lot of action in D.C. that want to take, restrict, hinder the public's right to bear arms. He said we need to become a sanctuary and we need to send a message that there's a lot of opposition to this which I think will have something to do with the outcome of the resolution.

Motion: Commissioner Richardson motioned to approve the resolution as presented. Commissioner Deatherage 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 10:47 PM

Respectfully submitted to you by:

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

ADDENDUM 1

1. Health Dept. FY 22 Consolidated Agreement
2. Health Dept Fee Request
3. Budget Amendment, Health Dept
4. Budget Amendment, Health Dept
5. Budget Amendment, Health Dept
6. Budget Amendment, Health Dept
7. Budget Amendment, DSS
8. Budget Amendment, DSS
9. Surplus, DSS
10. Surplus, County IT
11. Surplus, Admin Bldg
12. Tax Collector Refunds Over $100
13. Tax Assessor Refunds Over $100
14. Dangerous Dog Board Appointment
15. Board Minutes Approval

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 (when locally required)	Date

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

Health or Human Services Director Date

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

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
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. _____	

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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. _____	

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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

14/15

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

14/15

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 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. _____	

14/15

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
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. _____	

14/15

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 Cosgrove	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. _____	

14/15

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**								
835475	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 5655-38-0890					BLTPREG
COBBS, TYRONE	**115 77TH 217 STREET CAMBRIA HEIGHTS BEAUFORT NY 11411**								

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	Charge	Interest Charge	Total Charge
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)
															F60	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)
															F60	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	$1571.48

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 3/26/2021 10:06:10 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 264		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		610 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 10:16:42 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

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 County 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

ADDENDUM 2

Jail Electronic Medical Records

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

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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**

ADDENDUM 3

Refinancing of General Obligation School Refunding Bonds, Series 2012, 2015 and 2017

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.

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*	(3,298)	4,327	1,029	(3,298)	4,327	1,029	811	3,418	4,229
11	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
12										
13	**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*	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.

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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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

ADDENDUM 4

Refinancing of the 2012 Limited Obligation Bonds

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:

_____

NOTICE: Signature(s) must be guaranteed by a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program

_____

(Signature of Owner)

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

Pope Flynn draft 3/9/21

$[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 ad valorem taxes, without limitation as to rate or amount, as may be necessary to pay the scheduled principal 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.

ADDENDUM 5

Finance Report

BEAUFORT COUNTY
April 5, 2021

1

Ad Valorem Tax Collections

Ad Valorem Taxes (Current Year Levy) Excluding MV (FYTD through March 31st)						
	2019 Levy			2020 Levy		Difference
Net Levy	34,176,217			34,843,045	1.91%	666,828
Collected	33,041,961	96.68%		33,708,737	96.74%	
Unpaid Balance	1,134,256	3.32%		1,134,308	3.26%	
Ad valorem Taxes (Current Year Levy) Motor Vehicle Only (FYTD through February 28th)						
	2019 Levy			2020 Levy		Difference
Collected	1,962,950			2,199,687	12.06%	236,737
Ad Ad valorem taxes make up 63% of the County's GF revenues.						

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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	FY 20-21 Budget	FY 21 Budget to Actual Difference	$ Received
July	804,652	973,620	168,968	21.0%	603,489	370,131	Oct
Aug	854,427	883,512	29,085	3.4%	640,820	242,692	Nov
Sep	814,734	907,282	92,549	11.4%	611,050	296,232	Dec
Oct	804,684	916,076	111,393	13.8%	603,513	312,564	Jan
Nov	777,599	950,383	172,784	22.2%	583,199	367,184	Feb
Dec	930,297	1,042,615	112,318	12.1%	697,723	344,893	Mar
Jan	788,529	933,183	144,654	18.3%	709,676	223,507	Apr
Subtotal	5,774,921	6,606,672	831,750	14.4%	4,449,470	2,157,201	

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Other Revenues Collections

"Other" Revenue Collections FYTD through March 31st

Revenue Source	FY 19-20 Actual	FY 20-21 Actual	
Other Taxes & Licenses	162,748	214,999	Excise Stamp
Intergovernmental (DSS & Health)	6,803,962	7,500,308	Covid Grant Funding
Sales & Services & Other	2,690,302	3,343,152	COVID Ins. Fees
	9,657,012	11,058,459	

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GF Expenditures

ACCOUNT DESCRIPTION	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
104110 GOVERNING BOARD	361,023	249,628.34	22,641.20	88,753	75.40
104120 COUNTY MANAGER	486,005	322,427.72	2,354.70	161,223	66.80
104130 FINANCE OFFICE	652,578	453,265.77	3,535.01	195,777	70.00
104132 HUMAN RESOURCES	231,775	162,983.29	648.00	68,144	70.60
104135 NON-DEPARTMENTAL COST C	686,166	610,327.79	39,377.21	36,461	94.70
104142 TAX ADMINISTRATION	982,770	694,554.58	72,482.00	215,733	78.00
104146 TAX COLLECTOR	603,695	422,102.79	1,512.00	180,080	70.20
104160 COURT FACILITIES	278,600	167,395.99	59,078.28	52,126	81.30
104170 ELECTIONS	459,254	348,445.19	2,459.52	108,349	76.40
104180 REGISTER OF DEEDS	402,560	248,348.44	909.60	153,302	61.90
104190 PUBLIC BUILDINGS	1,910,049	1,149,772.00	351,326.88	408,950	78.60
104310 SHERIFF	6,086,697	4,309,173.45	295,783.28	1,481,740	75.70
104320 JAIL	2,226,043	1,285,652.40	164,898.10	775,493	65.20
104325 EMERGENCY COMMUNICATION	1,298,250	863,144.50	6,248.91	428,857	67.00
104330 EMERGENCY MANAGEMENT	436,473	289,155.58	6,069.48	141,248	67.60

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GF Expenditures

ACCOUNT DESCRIPTION	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
104340 FIRE PROTECTION	163,340	90,701.07	0.00	72,639	55.50
104360 MEDICAL EXAMINER	55,000	23,350.00	0.00	31,650	42.50
104370 RESCUE	10,000	10,000.00	0.00	0	100.00
104380 ANIMAL CONTROL	380,156	255,668.12	1,036.80	123,451	67.50
104390 EMERGENCY MEDICAL SERVI	2,800,328	1,907,680.70	30,344.39	862,303	69.20
104900 PLANNING,COMMUNITY/ECON	298,058	155,447.77	50,101.50	92,509	69.00
104920 ECONOMIC DEVELOPMENT	307,018	214,849.02	8,242.50	83,926	72.70
104950 COOPERATIVE EXTENSION	255,129	192,759.64	0.00	62,369	75.60
104960 SOIL/WATER CONSERVATION	158,093	104,611.74	2,053.00	51,428	67.50
105110 HEALTH-All	5,471,455	3,879,865.00	55,369.00	1,536,221	71.92
105200 MENTAL HEALTH & RETARDA	666,438	397,099.88	0.00	269,338	59.60
105310 SOCIAL SERVICES-ALL	11,642,657	8,004,985.00	166,027.00	3,471,644	70.18
105580 ALL COUNTY FUNDS	25,000	6,244.31	0.00	18,756	25.00

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GF Expenditures

ACCOUNT DESCRIPTION	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
105820 VETERAN'S ASSISTANCE	69,846	54,491.03	216.00	15,139	78.30
105830 YOUTH SERVICES	281,187	218,253.71	0.00	62,933	77.60
105840 AID TO THE BLIND	11,229	7,740.22	0.00	3,489	68.90
105900 BEAUFORT COUNTY PUBLIC	15,858,018	11,932,308.79	0.00	3,925,709	75.20
105920 COMMUNITY COLLEGE	2,937,118	2,202,838.47	0.00	734,280	75.00
106100 CULTURE,RECREATION,& MI	480,196	444,397.05	0.00	35,799	92.50
109100 DEBT SERVICE	2,780,297	2,421,713.04	0.00	358,584	87.10
109800 TRANSFER TO OTHER FUNDS	872,050	626,400.00	0.00	245,650	71.80
109910 CONTINGENCY	221,854	0.00	0.00	221,854	0.00
10 GENERAL FUND	62,821,405	44,721,537.69	1,342,714.89	16,757,152	73.30

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Questions

8

ADDENDUM 6

Town of Belhaven Request to Transfer Ownership of Cooperage Site

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.

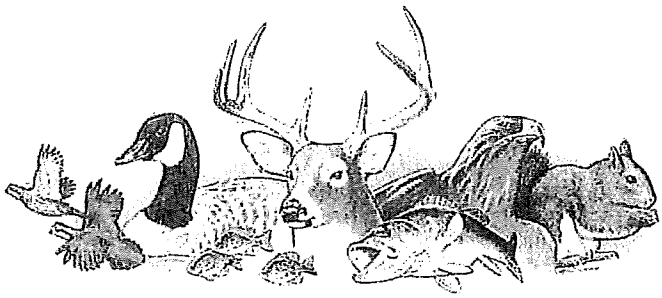
Good morning, gentlemen. I have had recent conversations with Sarah Sherman at the Wildlife Resources Commission regarding the location of a new public boat ramp for Belhaven. She has shared the attached letter of support for the Cooperage property.

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,

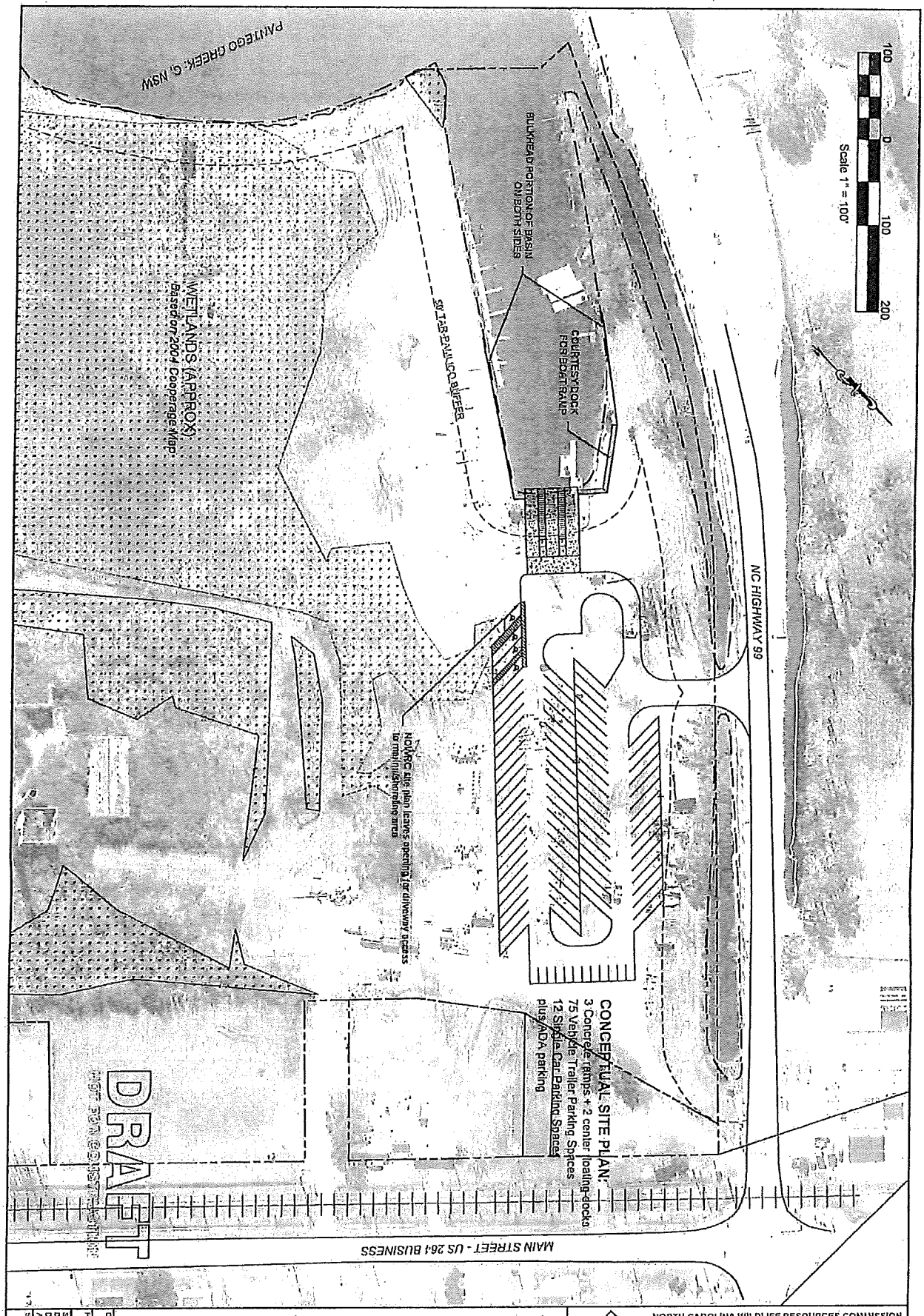
I am writing to confirm that the North Carolina Wildlife Resources Commission, in regard to potential development of a boating access area in or near Belhaven, feel that the Cooperage Tract is the best property evaluated to develop such a site.

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



Drawn:		BELHAVEN COOPERATE BAA - POTENTIAL NEW SITE	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
REV: 6/20/2016			
File name: BelhavenNewAir.dwg		Conceptual Drawing + Photo: 75 Trailer Spaces	
Surveyed:			
Designed:	SJS		
Drawn:	SJS		
Approved:			
Sheet No.	2 OF 2		

ADDENDUM 7

Lease Agreement for Judicial District Manager's Office

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: Beaufort County	2. LESSOR'S AGENT: 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 +/- 655 square feet	B. WAREHOUSE	C. OTHER

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

ADDENDUM 8

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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ADDENDUM 9

Data Usage Agreement and MOU with UNC Chapel Hill

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 otherjoint 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

ADDENDUM 10

Possible Benefit for Homeowners on Fire Insurance Coverage – Automatic Aid for Station Locations

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

ADDENDUM 11

Foreclosure Legal Service Contract Approval

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

O:\00-Shared\Beaufort\Administrative\4th Beaufort County Tax Foreclosure Attorney Agreement.docx

ADDENDUM 12

Map Printer and Service 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

1. 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.

13. 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.

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	Meter Reading:	
Equipment:	TM 300 MFP	Serial Number:	
Agreement From:		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. **Customer**

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

ADDENDUM 13

Resolution for Land Sale, Washington/Beaufort Co Industrial Park, Lot #1

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

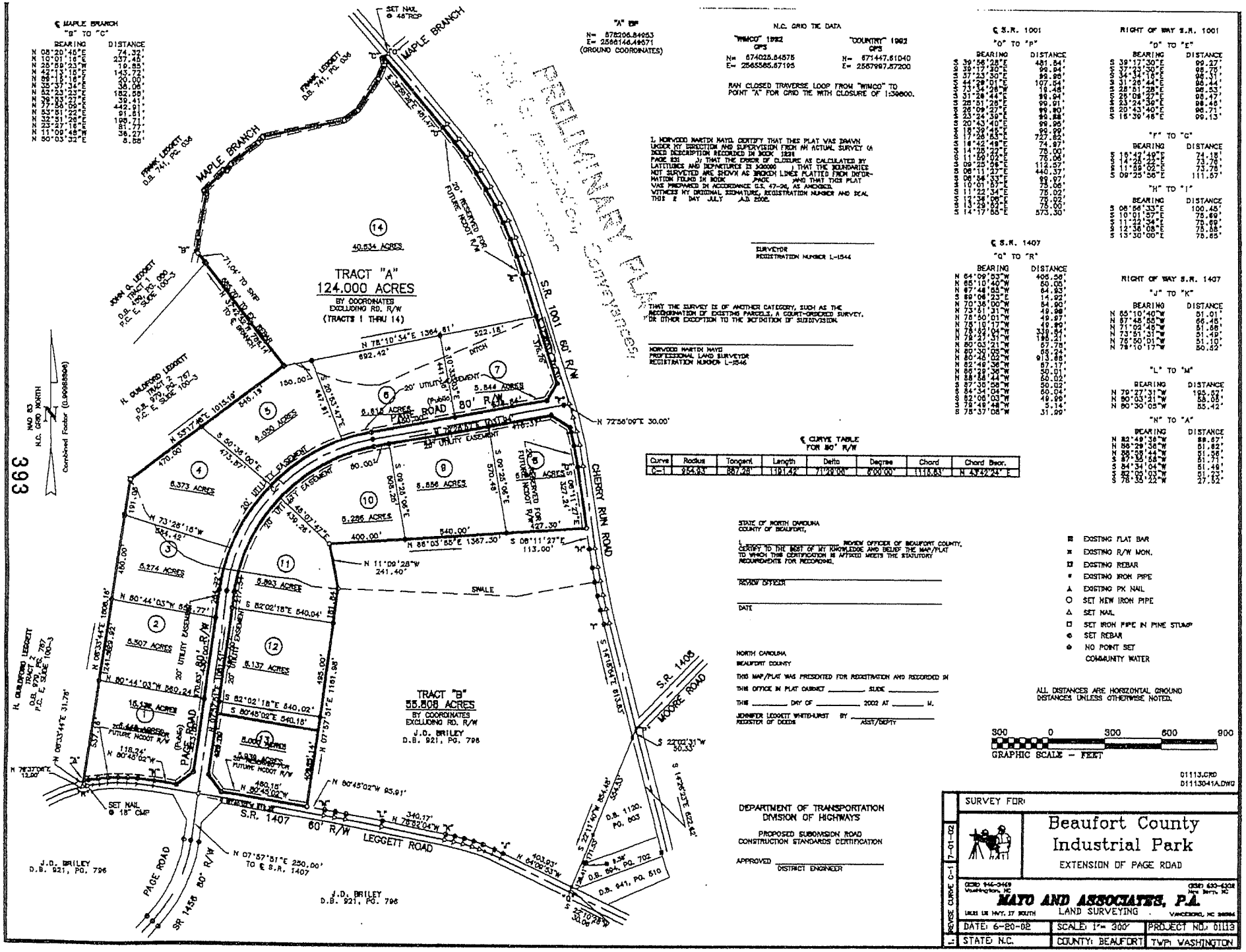
Telephone Number: 252-717-9014

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°20'45"W	74.32'
N 10°01'16"W	237.45'
N 26°58'23"W	19.85'
N 42°13'15"W	143.72'
N 68°13'38"W	20.00'
N 56°37'34"W	36.06'
N 82°23'23"W	182.58'
N 79°50'58"W	39.41'
N 72°50'00"W	442.91'
S 83°51'22"W	91.61'
S 75°51'24"W	198.71'
S 13°27'15"W	81.71'
S 11°09'46"W	36.27'
S 80°03'32"E	8.88'

"A" BP
N= 578206.84953
E= 2586146.49671
(GROUND COORDINATES)

N.C. GRID TIE DATA

"WIMCO" 1982 GPS	"COUNTY" 1982 GPS
N= 574025.84575	N= 571447.61040
E= 2565365.67195	E= 2567997.57200

RAN CLOSED TRAVERSE LOOP FROM "WIMCO" TO POINT "A" FOR GRID TIE WITH CLOSURE OF 1:59600.

I, NORWOOD MARTIN MAYO, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY (A DEED DESCRIPTION RECORDED IN BOOK 1231 PAGE 831); THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:60000 ; 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 6 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°43'50"E	98.70'
S 34°34'16"E	98.31'
S 31°26'44"E	98.44'
S 28°01'28"E	98.53'
S 24°08'27"E	98.47'
S 20°24'36"E	98.46'
S 20°43'40"E	98.71'
S 18°39'48"E	99.13'
S 16°56'00"E	99.13'
S 15°12'12"E	99.13'
S 13°28'24"E	99.13'
S 11°44'36"E	99.13'
S 10°00'48"E	99.13'
S 08°17'00"E	99.13'
S 06°33'12"E	99.13'
S 04°49'24"E	99.13'
S 03°05'36"E	99.13'
S 01°21'48"E	99.13'
S 00°22'00"W	99.13'
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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
6.53 Acres
4.54 Acres
5.09 Acres
6.44 Acres
4.99 Acres
6.96 Acres
6.11 Acres
4.73 Acres
© 2015 Pictometry

ADDENDUM 14

Letter of Support for Investment in Future I-87 Currently US 64

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

ADDENDUM 15

Letter of Support for Seasonal Passenger Ferry Line

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

ADDENDUM 16

Frontline Worker Resolution

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

ADDENDUM 18

NC 811 Safe Digging Month Resolution

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: 5/3/2021

Agenda Section: Item for Discussion

Presenter: James Madson, Health Director

Agenda Title: Covid-19 Update

Summary of Information: A Health Department representative will give an update on the Covid-19 response/status.

Submitter Recommendations/Motions: Information only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: James Madson, Public Health

Agenda Title: Health Department WIC Position Reclassification

Summary of Information: The Health Department is requesting to reclassify a WIC Nutritionist II position to a Processing Assistant III.

In December 2020, Beaufort County Health Department contracted with Hyde County to provide WIC services for Hyde County residents. At that time, the WIC Nutritionist II position was approved to be increased from 32 hours/week to 40 hours/week. Based on the current WIC caseload and needs of the unit, we would like to reclassify this position to a Processing Assistant III.

Submitter Recommendations/Motions: It is recommended the Board approve the position reclassification for position number 407-52-204 from Nutritionist II (pay grade 66) to Processing Assistant III (pay grade 57).

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 5/3/021

Agenda Section: Item for Decision

Presenter: Anita Radcliffe, Finance Director
Bob Jessup, Public Finance Attorney - Sandford Holshouser, LLP

Agenda Title: Final Approval of Refinanicng of General Obligation School Refunding Bonds Series 2012, 2015, 2017

Summary of Information: At the April 5, 2021 meeting, the Board of Commissioners voted to refinance the General Obligation School Refunding Bonds, Series 2012, 2015, and 2017 by issuing taxable and tax-exempt general obligation refunding bonds to Key Government Finance, Inc., who offered the best proposal. A "Cinderella" conversion option exists for the taxable general obligation refunding bond on or after January 1, 2022 that will reduce the interest rate payable if compliance with the terms set forth in the agreement are met. Board action approving the following documents is needed tonight to culminate the refinancing.

-Resolution for the Sale of Refunding Bonds
-Bond Purchase Agreement for Cinderella Conversion
-Escrow Agreement for General Obligation Bonds

Mr. Bob Jessup a public finance attorney for Sandford Holshouser, LLP is serving as bond counsel for the County and is present tonight to review the succeeding legal documents required to complete the refinancing the General Obligation Refunding Bonds Series 2012, Series 2015, and Series 2017.

Submitter Recommendations/Motions: Approve the "Resolution for the Sale of Refunding Bonds", "Bond Purchase Agreement for Cinderella Conversion", and the "Escrow Agreement for the General Obligation Bonds".

Attachments: -Resolution for the Sale of Refunding Bonds
-Bond Purchase Agreement for Cinderella Conversion
-Escrow Agreement for General Obligation Bonds

s☆h draft of April 25

Resolution for the Sale of Refunding Bonds

WHEREAS –

The Board of Commissioners of Beaufort County has previously approved the issuance of taxable and tax-exempt general obligation refunding bonds (collectively, the "Bonds") to refinance all or a portion of the County's General Obligation Bonds originally issued in 2012, 2015, and 2017 (the "Prior Bonds").

The County has solicited competitive proposals from banks and other financial institutions to purchase the Bonds, and Key Government Finance, Inc. (the "Purchaser") has submitted the best proposal.

BE IT RESOLVED by the Board of Commissioners of Beaufort County, North Carolina, as follows:

1. ***Determination To Sell Bonds to the Purchaser*** – The County will issue and sell the Bonds and use the proceeds to pay all or a portion of the outstanding balance of the Prior Bonds, along with related financing costs.

The County accepts the Purchaser's proposals, dated March 23, 2021, for the purchase of the Bonds. The County asks the North Carolina Local Government Commission (the "LGC") to sell the Bonds to the Purchaser at a private sale, substantially in accordance with the Purchaser's proposals and this resolution.

2. ***Bond Payment Provisions*** – The Board directs the Finance Officer to determine the final aggregate principal amount of Bonds to be issued, the division between the taxable and tax-exempt issues, the principal and interest payment schedule for the Bonds, and the prepayment terms of the Bonds. The Finance Officer will execute a certificate prior to the initial delivery of the Bonds determining those matters, and this certificate will be conclusive evidence of the Finance Officer's approval and determination of those matters.

The Bonds in final form, however, must provide (a) for the aggregate principal amount of the Bonds to be not more than $9,875,000, (b) for the Bonds to bear interest at an annual interest rate not to exceed 1.48% for the taxable bonds and 1.23% for the tax-exempt bonds, in the absence of default or a change in tax status, and (c) for the final maturity of the Bonds not to extend beyond the final maturity dates of the Prior Bonds that are refunded.

Principal and interest on the Bonds will be payable in lawful money of the United States of America sent to the Bondholder on the payable date by federal reserve wire transfer (or other

transfer of immediately available funds). Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

3. Rate Adjustments – (a) Upon the occurrence and during the continuation of an event of default, all amounts due with respect to the Bonds will accrue at the Purchaser's "Base Rate," as in effect from time to time, plus 3.00% (300 basis points). The Purchaser's Base Rate equals the greater of (i) the Purchaser's prime rate (as designated by the Purchaser and as in effect from time to time) or (ii) the Federal Funds Open Rate, as shown from time to time in Federal Reserve Release H.15, or its successor, plus 0.5%.

(b) Upon any Rate Adjustment Event, as defined below, (i) the unpaid principal portion of the tax-exempt bonds shall continue to be payable on dates and in amounts as originally set forth in the bonds, but (ii) the interest components of the County's payments shall be recalculated, at an interest rate equal to an annual rate of 1.557% to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in the gross income for federal income tax purposes of any bondholder. The County shall additionally pay to all affected bondholders any interest, penalties or other charges assessed against or payable by such bondholder and attributable to a Rate Adjustment Event, notwithstanding the prior repayment of the entire principal amount of the tax-exempt bonds or any transfer of a tax-exempt bond to another bondholder.

(c) "Rate Adjustment Event" means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining that the interest component on the tax-exempt bonds, or any portion thereof, is includable in any bondholder's gross income for federal income tax purposes in any case as a result of any misrepresentation by the County or as a result of any action the County takes or fails to take.

4. Form of Bonds – The Bonds will be issued in separate series for the taxable and the tax-exempt bonds. Each series will take the form of a single fully registered bond. The taxable bonds will be designated "Taxable General Obligation Refunding Bond, Series 2021A" (the "2021A Bond") and numbered RA-1 for identification. The tax-exempt bonds will be designated "General Obligation Tax-Exempt Refunding Bond, Series 2021B" (the "2021B Bond") and numbered RB-1 for identification.

Each Bond will be dated the date of its initial delivery to the Purchaser. Each Bond will be fully registered as to payment of principal and interest, and will be registered initially in the name of the Purchaser or its designee.

The 2021B Bond will be substantially in the form set out in Exhibit A, with such changes as the officers signing the Bond may approve. The 2021A Bond will be in substantially the same form as the 2021B Bond, with appropriate changes to reflect its different series designation, interest payment provisions and tax-status, along with such other changes as the signing officers may approve. The delivery of a Bond to the Purchaser will be conclusive evidence of the approval of the final form of that Bond by the signing officers.

Each Bond must be signed by the manual or facsimile signature of the Chairman of the Board of Commissioners or the County Manager. The County's seal must be affixed to the Bond (or a facsimile of the seal printed on the Bonds) and attested by the manual or facsimile signature of the Clerk to this Board of Commissioners. No Bond will be valid unless at least one signature appearing on the Bond is manually applied; the manual signature may be the signature of an LGC official that is required by law to appear on the Bond.

*5. **Pledge of Faith, Credit and Taxing Power*** – The County's full faith and credit are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the County will levy and collect an annual ad valorem tax, without restriction as to rate or amount, on all locally taxable property in the County sufficient to pay the principal of and interest on the Bonds as the same become due.

*6. **Approval of Agreements; Direction To Execute Agreements*** -- The Board approves the forms of the following agreements submitted to this meeting as drafts dated April 25, 2021:

(a) Escrow Agreement, providing for the custody of a portion of the taxable bond funds until those funds can be applied to the payment of certain of the Prior Bonds

(b) Bond Purchase Agreement, providing for the Purchaser's purchase of the Bonds and agreement to reduce the rate on the 2021A Bond under certain circumstance.

The Board authorizes the Board's Chairman and the County Manager, or either of them, to execute and deliver the agreements in their final forms. The agreements in their respective final forms must be in substantially the forms presented, with such changes as the Chairman or the County Manager may approve. The execution and delivery of any agreement by an authorized County officer will be conclusive evidence of that officer's approval of any changes. The agreements in final form, however, must be consistent with the financing plan described in this resolution.

In addition, the Board authorizes and directs the County Manager and all other County officers to take all appropriate steps to carry out the rate reduction contemplated by the Bond Purchase Agreement.

*7. **Disbursement of Bond Proceeds*** – The Board directs the Finance Officer to determine, in consultation with the LGC and the County's financial adviser, the procedures for the disbursement of the proceeds of the Bonds for the payment of the Prior Bonds and other costs.

*8. **Finance Officer as Registrar; Payments to Registered Owners*** – (a) The Board appoints the Finance Officer as Registrar for the Bond. As Registrar, the Finance Officer must maintain appropriate books and records of the ownership of the Bonds.

(b) The County will treat the registered owner of each Bond as the person exclusively entitled to payment of principal and interest and the exercise of all rights and powers of the owner, except that the County will make all payments to the person shown as owner on the registration

books at the end of the calendar day on the 15th day (whether or not a business day) of the month preceding the payment date.

(c) The Registrar must not, however, register the transfer of any portion of any Bond to any person or entity other than a bank, an insurance company or a similar financial institution unless the LGC has previously approved the transfer.

9. County Officers To Complete Bond Closing – The Board authorizes the County Manager, the Finance Officer and all other County officers and employees to take all proper steps to have the Bonds prepared and executed in accordance with their terms, to deliver the Bond to the Purchaser upon payment for the Bonds, and to take all other proper steps to complete the issuance of the Bonds.

The Board authorizes the Finance Officer to hold the executed Bonds, and any other documents authorized or permitted by this resolution, in escrow on the County's behalf until the conditions for the delivery of the Bonds and other documents have been completed to the Finance Officer's satisfaction, and then to release the executed Bond and other documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, this authorization is specifically extended to authorize the Finance Officer and the County Manager (a) to approve and enter into agreements to carry out the refunding contemplated by this resolution, including agreements for appropriate professional services, and (b) to approve changes to any documents or closing certifications previously signed by County officers or employees, provided that the Bonds must be in substantially the form approved by this resolution and that any changes must not substantially alter the intent of any document from that expressed in the form originally executed. An authorized officer's authorization of the release of any document for delivery will constitute conclusive evidence of that officer's approval of any changes.

In addition, the Board authorizes the Finance Officer to take all appropriate steps for the efficient and convenient carrying out of the County's on-going responsibilities with respect to the Bonds. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under the Bonds, this resolution, or otherwise with respect to the Bonds.

10. Covenants as to Tax Matters – With respect to the 2021B Bond, the County will not take or omit to take any action the taking or omission of which will cause that Bond to be an "arbitrage bond," within the meaning of Section 148 of the "Code" (as defined below), or a "private activity bond" within the meaning of Code Section 141, or otherwise cause interest on the Bond to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the County will comply with any Code provision that may require the County at any time to pay to the United States any part of the earnings derived from the investment of the proceeds of the Bond, and the County will pay any such required rebate from its general funds. For the purposes of this resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, including applicable Treasury regulations.

11. Call of 2012, 2015, & 2017 Bonds for Redemption – The Board directs the Finance Officer to make, on the County's behalf, an irrevocable call for redemption of such of Prior Bonds as the Finance Officer (after consultation with the LGC) deems beneficial to the County. The Finance Officer will make this call for redemption by the execution and delivery of an appropriate certificate in connection with the original delivery of the Bond.

12. Finding as to Useful Life and Term of the Bond – The Board finds and determines that the term of the Bonds will be the shortest period in which the debt to be refunded can be finally paid without making it unduly burdensome on the County's taxpayers, and will be within the remaining period of usefulness of the projects financed with the proceeds of the Prior Bonds.

13. Additional Provisions – The Board authorizes all County officers and employees to take all further action as they may consider desirable in furtherance of the purposes of this resolution. The Board ratifies all prior actions of County representatives in this regard. Upon the absence, unavailability or refusal to act of the Chairman of the Board of Commissioners, the County Manager, or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. In addition, the Vice Chairman or any Deputy or Assistant Clerk may assume any responsibility or carry out any function assigned to the Chairman or the Clerk, respectively, in this resolution. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Exhibit A – Form of Tax-Exempt Refunding Bond

REGISTERED BOND NUMBER RA-1

May 19, 2021 **$2,745,000**

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA

Beaufort County

General Obligation Tax-Exempt Refunding Bond, Series 2021B

BEAUFORT COUNTY, NORTH CAROLINA (the "County"), for value received, promises to pay to

Key Government Finance, Inc.

its successors and registered assigns (the "Bondholder"), the principal sum of

TWO MILLION SEVEN HUNDRED FORTY-FIVE THOUSAND DOLLARS ($2,745,000)

together with interest on the unpaid principal from the date of this Bond until payment of the entire principal sum at the annual rate of 1.23%, in installments of principal and interest on dates and in amounts as described on Schedule I, subject to prepayment and adjustment as provided below.

Interest will be calculated based on a 360-day year consisting of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America sent to the Bondholder on the payment date by federal reserve wire transfer (or other transfer of immediately available funds).

Upon the occurrence and during the continuation of an event of default, all amounts due with respect to this Bond will accrue at the "Base Rate," as in effect from time to time, plus 3.00% (300 basis points). The Base Rate equals the greater of (i) the prime rate designated by Key Bank and as in effect from time to time, whether or not Key Bank or any affiliate is at any time the Bondholder, or (ii) the Federal Funds Open Rate, as shown from time to time in Federal Reserve Release H.15, or its successor, plus 0.5%.

Upon any Rate Adjustment Event, as defined below, (i) the unpaid principal portion of this shall continue to be payable on dates and in amounts as set forth in Schedule I, but (ii) the interest components of the County's payments shall be recalculated, at an interest rate equal to an annual rate of 1.557% to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in the gross income for federal income tax purposes of any bondholder. The County shall additionally pay to all affected bondholders any interest, penalties or other charges assessed against or payable by such bondholder and attributable to a Rate Adjustment Event, notwithstanding the prior repayment of the entire principal amount of the tax-exempt bonds or any transfer of a tax-exempt bond to another bondholder.

"Rate Adjustment Event" means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining that the interest on this Bond, or any portion thereof, is includable in any Bondholder's gross income for federal income tax purposes in any case as a result of any misrepresentation by the County or as a result of any action the County takes or fails to take.

The County may prepay the principal of this Bond, in whole or in part at any time, upon payment to the Bondholder of the principal amount to be prepaid plus interest accrued to the prepayment date, together with a prepayment premium equal to 1.00% of the amount prepaid if the prepayment is on or before May 18, 2022. No prepayment is required for prepayments after May 18, 2022. Any partial prepayment will be applied to installments of principal in inverse order of maturity. No prepayment otherwise affects the County's obligation to make payments as shown on Schedule I.

In all events, and notwithstanding any other provisions of this Bond, (1) all payments on this Bond will be applied first to interest accrued and unpaid to the

payment date and then to principal, and (2) if not sooner paid, the entire principal of and interest on this Bond will be due and payable on November 1, 2026.

This Bond is issued pursuant to a Bond Order adopted by the County's governing Board of Commissioners on April 5, 2021 and a Bond Resolution adopted by that Board on May 3, 2021 and the Constitution and laws of the State of North Carolina, including the Local Government Bond Act. This Bond constitutes the entire issue of tax-exempt refunding bonds authorized by that Bond Resolution.

The County's full faith and credit are pledged for the payment of principal of and interest on this Bond.

This Bond is fully registered as to both principal and interest. Transfer of this Bond may be registered upon books maintained for that purpose by the County's Finance Officer, who has been appointed Registrar, at 132 West 2d Street, Washington, NC 27889, or any successor office as the Registrar may designate in writing to the Bondholder. The Registrar will not, however, register the transfer of any portion of the Bond to any person or entity other than a bank, an insurance company or a similar financial institution unless the North Carolina Local Government Commission has previously approved the transfer.

The Registrar will treat the registered owner of this Bond as the person exclusively entitled to payment of principal of and interest on this Bond and the exercise of all other rights and powers of the owner, except that the County will make payments to the person shown as the registered owner at the end of the calendar day on the 15th day (whether or not a business day) of the month preceding the payment date.

The County intends that North Carolina law will govern this Bond and the interpretation of its terms.

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 issuance of this Bond have happened, exist and have been performed, and the issue of Bonds of which this Bond is one, together will all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of North Carolina.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Manager, its seal to be affixed hereto and attested by the Clerk to its Board of Commissioners, and this Bond to be dated May 19, 2021.

(SEAL)

ATTEST:

Beaufort County, North Carolina

[sample only - do not sign]
Katie Mosher
Clerk, Board of Commissioners
Beaufort County, North Carolina

By: *[sample only - do not sign]*
Brian Alligood
County Manager
Beaufort County, North Carolina

Certificate of Local Government Commission

This Bond has been approved by the North Carolina Local Government Commission in accordance with the Local Government Bond Act.

_____
Sharon G. Edmundson
Secretary, Local Government Commission

[Beaufort County, North Carolina
$2,745,000 General Obligation Tax-Exempt Refunding Bond, Series 2021B]

Schedule I – Principal and Interest Payment Schedule

Principal is payable annually on each November 1 in years and amounts as shown below, subject to prepayment as provided in this bond. Interest is payable on each May 1 and November 1, beginning November 1, 2021, at the annual rate of 1.23% until paid. The schedule below shows the expected interest payment amounts. The interest rate is subject to adjustment as provided in this bond.

Payment Date	Principal Amount ($)	Interest Amount ($)	Total ($)
[Payment schedule to be determined]			

[Beaufort County, North Carolina
$2,745,000 General Obligation Tax-Exempt Refunding Bond, Series 2021B]

ASSIGNMENT

(Transfer of this Bond may be registered by the registered owner or its duly authorized attorney upon presentation to the Registrar.)

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 OR TRANSFEREE:

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer said bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____ NOTICE: Signature(s) must be guaranteed by a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program	_____ (Signature of Registered Owner) NOTICE: The signature above must correspond with the name of the registered owner as it appears on the front of this bond in every particular without alteration or enlargement or any change whatsoever.

[Beaufort County, North Carolina
$2,745,000 General Obligation Tax-Exempt Refunding Bond, Series 2021B]

s☆h draft of April 25

BOND PURCHASE AGREEMENT

Concerning

Rate Adjustment and Bond Exchange for Beaufort County's

$7,085,000 (original principal amount)
Taxable General Obligation Refunding Bond
Series 2021 (the "2021 Bond")

May 19, 2021

This Bond Purchase Agreement (this "Agreement") is dated as of May 19, 2021, and is by and among Beaufort County, North Carolina (the "County"), the North Carolina Local Government Commission (the "LGC") and Key Government Finance, Inc. (the "Lender").

Introduction

The Lender is purchasing the 2021 Bond from the County today. The Lender has promised that upon compliance with terms set out in this Agreement, the Lender will reduce the interest rate payable on the 2021 Bond. That rate reduction will be carried out through the exchange of the 2021 Bond for a new bond.

The parties agree as follows:

THE EXCHANGE

1. **Exchange for 2022 Bond.** Upon the terms and conditions set out in this Agreement, the Lender hereby agrees to exchange the 2021 Bond for the "2022 Bond," as described below, on any date on or after January 1, 2022. The 2022 Bond need not be issued or exchanged in calendar year 2022.

The exchange of the 2022 Bond for the 2021 Bond is called the "Exchange" in this Agreement.

2. **Form of 2022 Bond.** The 2022 Bond shall be in substantially the form attached as Exhibit A, with such changes as the County and the Lender may agree

upon. Unless the parties otherwise agree, however, the following terms will be part of the 2022 Bond

a) The principal amount of the 2022 Bond will be equal to the unpaid principal amount of the 2021 Bond.

b) The principal and interest payment dates, the principal installment amounts, and the prepayment terms will not change between the 2021 Bond and the 2022 Bond.

c) The annual interest rate on the 2021 Bond will be 1.170%, subject to adjustment as described in Exhibit A.

d) The 2022 Bond must carry an appropriate certification from the LGC as required by the Local Government Bond Act.

3. **Conditions to the Exchange.** The Lender is not obligated to carry out the exchange unless and until the Lender receives the following items, in all cases reasonably acceptable to the Lender in form and substance.

a) Written notice signed by the County Manager, or the County's finance officer, requesting the Exchange and designating a date for the Exchange to be effective (the effective date for the Exchange is called the "Exchange Date" in this Agreement).

b) The original, signed 2022 Bond

c) A certificate, signed by an appropriate County official and dated the Exchange Date, to the effect that the resolution adopted by the County's governing Board of Commissioners on May 3, 2021 (the "Resolution"), providing for the issuance of the 2021 Bond and authorizing the execution and delivery of this Agreement, has not been repealed, revoked, rescinded or amended, and remains in full effect as of the Exchange Date.

d) A certificate signed by the County Manager and the County's finance officer, dated the Exchange Date, to the effect that as of the Exchange Date,

i) There is no litigation or any proceeding before any court or other governmental authority pending or, to the best of their knowledge after reasonable investigation, threatened against the County (or any official thereof in an official capacity) (a) seeking to restrain or enjoin the issuance or delivery of the 2022 Bond, or the levy or collection of taxes to pay the principal of and interest on the 2021 Bond or the 2022 Bond, or (b) in any manner questioning the proceedings and authority under which the 2022 Bond is issued, or (c) challenging (i) the County's organization or existence, (ii) the County's issuance of the 2022 Bond, (iii) the Board's adoption of the Resolution, or (iv) the title to office of any Board member or other County officer.

ii) To the best of their knowledge, there is no litigation pending or threatened against the County or any other person or entity in any manner challenging the issuance of the 2022 Bond.

e) An opinion of bond counsel selected by the County but reasonably acceptable to the Lender, dated the Exchange Date, in substantially the form of the opinion delivered by Sanford Holshouser LLP in connection with the original issuance of the County's $_____ General Obligation Tax-Exempt Refunding Bond, Series 2021B (the "2021B Bond") on May 19, 2021, to the following effect, subject to customary terms and conditions:

i) The 2022 Bond is a valid and binding obligation of the County, enforceable against the County in accordance with its terms. The County's faith and credit are pledged for the payment of principal of and interest on the 2022 Bond, and the County is authorized to levy and collect ad valorem taxes, without restriction as to rate or amount, on all locally taxable property to pay the principal of and interest on the 2022 Bond.

ii) Interest on the 2022 Bond paid by the County (a) is not included in gross income for federal income tax purposes and (b) is not an item of tax preference for purposes of the federal alternative minimum income tax imposed on individuals and corporations.

iii) Interest on the 2022 Bond is exempt from existing State of North Carolina income taxes.

f) such additional certificates (including appropriate incumbency, signature and no-litigation certificates), instruments, opinions or other documents as the Lender may reasonably request.

When the Lender has received the items enumerated above, the Lender will accept delivery of the 2022 Bond, will deliver an investment representation in substantially the Form of Exhibit X, and will (within 30 days of the Exchange Date) return the 2021 Bond, marked "Paid" or with similar notation, to the County, at the address provided the North Carolina Local Government Bond Act.

DEFAULTS AND REMEDIES

4. **Default by County**. Each of the following shall constitute a "Default" under this Agreement: (i) failure of the County to observe or perform a covenant, restriction or agreement herein; or (ii) any representation, warranty, certification or statement made or deemed made by the County in this Agreement or any certificate delivered in connection with the performance of its obligations hereunder shall prove to have been incorrect in any material respect when made. The Lender need not complete the Exchange while a County Default is continuing.

5. **Default by the Lender.** If the Lender fails (other than for a reason permitted under this Agreement) to carry out the Exchange as requested by the County, the County and the LGC may sue to protect and enforce any and all rights existing under the laws of the State of North Carolina, of the United States of America, or granted and contained in this Agreement, and to enforce and compel the performance of all duties required by this Agreement or by any applicable laws to be performed by the Lender, or for its actual direct and consequential damages, which may include loss of anticipated debt service savings and any other damages, as determined by a court of competent jurisdiction.

ADDITIONAL PROVISIONS

6. **County financial information.** In partial consideration of the Lender's purchase of the 2021 Bond and the 2021B Bond, and the Lender's agreement to carry out this Exchange, the County promises the Lender that the County will send to

the Lender (a) a copy of the County's audited financial statements for each of the County's fiscal years promptly upon the County's acceptance of the financial statements, but in any event within 270 days after the end of each fiscal year, and (b) all other financial information (including, without limitation, the County's annual budget as submitted or approved) as any Bondholder may reasonably request from time to time.

7. **Each side bears costs**. No fees or costs are payable by the County to the Lender in connection with the Exchange. Each party will bear its own expenses of this Agreement and of the Exchange.

8. **Waivers.** Notwithstanding any provision of this Agreement to the contrary, the Lender (in its sole discretion) may waive performance of any and all of the County's obligations under this Agreement, as well as the performance of any and all conditions contained in this Agreement for the Lender's benefit.

9. **Limitation of Liability of the LGC.** The members, officers and employees of the LGC shall not be personally liable under this Agreement.

10. **Notices.**

(a) Any communication provided for in this Agreement or the 2022 Bond 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 under 2021 Cinderella Agreement, 121 West 3rd Street, Washington, NC 27889

(ii) if to the Lender, to _____

(iii) if to the LGC, to North Carolina Local Government Commission, Attention: Secretary, Re: Notice under 2021 Beaufort County Cinderella Agreement, 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.

11. **Governing Law; Jurisdiction.** This parties intend that North Carolina will govern this Agreement and all matters of its interpretation. The Lender consents to personal jurisdiction in the State of North Carolina.

12. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. Neither this Agreement nor any interest or obligation in or under this Agreement may be transferred by any party without the prior written consent of the other parties, except in connection with the Lender's right to sell, assign and transfer the Bond or fractional interests in the Bond as allowed by law.

14. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties have caused this instrument to be signed, sealed and delivered by duly authorized representatives, as of May 19, 2021.

(SEAL)

ATTEST:

BEAUFORT COUNTY, NORTH CAROLINA

_____
Katie Mosher
Clerk, Board of Commissioners

By: _____
Brian Alligood
County Manager

North Carolina Local Government Commission

By Sharon G. Edmundson
Secretary, North Carolina
Local Government Commission

By _____
[Sharon G. Edmundson
Or Designated Assistant]

Key Government Finance, Inc.

_____

Printed name: _____

Title: _____

Exhibit A – Form of 2022 Bond

REGISTERED BOND NUMBER RA-1

_____, 2022 **$7,085,000**

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA

Beaufort County

General Obligation Tax-Exempt Refunding Bond, Series 2022

BEAUFORT COUNTY, NORTH CAROLINA (the "County"), for value received, promises to pay to

Key Government Finance, Inc.

its successors and registered assigns (the "Bondholder"), the principal sum of

SEVEN MILLION EIGHTY-FIVE THOUSAND DOLLARS ($7,085,000)

together with interest on the unpaid principal from the date of this Bond until payment of the entire principal sum at the annual rate of 1.17%, in installments of principal and interest on dates and in amounts as described on Schedule I, subject to prepayment and adjustment as provided below.

Interest will be calculated based on a 360-day year consisting of twelve 30-day months. Principal and interest are payable in lawful money of the United States

of America sent to the Bondholder on the payment date by federal reserve wire transfer (or other transfer of immediately available funds).

Upon the occurrence and during the continuation of an event of default, all amounts due with respect to this Bond will accrue at the "Base Rate," as in effect from time to time, plus 3.00% (300 basis points). The Base Rate equals the greater of (i) the prime rate designated by Key Bank and as in effect from time to time, whether or not Key Bank or any affiliate is at any time the Bondholder, or (ii) the Federal Funds Open Rate, as shown from time to time in Federal Reserve Release H.15, or its successor, plus 0.5%.

Upon any Rate Adjustment Event, as defined below, (i) the unpaid principal portion of this shall continue to be payable on dates and in amounts as set forth in Schedule I, but (ii) the interest components of the County's payments shall be recalculated, at an interest rate equal to an annual rate of 1.48% to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in the gross income for federal income tax purposes of any bondholder. The County shall additionally pay to all affected bondholders any interest, penalties or other charges assessed against or payable by such bondholder and attributable to a Rate Adjustment Event, notwithstanding the prior repayment of the entire principal amount of the tax-exempt bonds or any transfer of a tax-exempt bond to another bondholder.

"Rate Adjustment Event" means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining that the interest on this Bond, or any portion thereof, is includable in any Bondholder's gross income for federal income tax purposes in any case as a result of any misrepresentation by the County or as a result of any action the County takes or fails to take.

The County may prepay the principal of this Bond, in whole or in part at any time, upon payment to the Bondholder of the principal amount to be prepaid plus interest accrued to the prepayment date, together with a prepayment premium equal to 1.00% of the amount prepaid if the prepayment is on or before May 18, 2022. No prepayment is required for prepayments after May 18, 2022. Any partial prepayment will be applied to installments of principal in inverse order of maturity.

No prepayment otherwise affects the County's obligation to make payments as shown on Schedule I.

In all events, and notwithstanding any other provisions of this Bond, (1) all payments on this Bond will be applied first to interest accrued and unpaid to the payment date and then to principal, and (2) if not sooner paid, the entire principal of and interest on this Bond will be due and payable on November 1, 2026.

This Bond is issued pursuant to a Bond Order adopted by the County's governing Board of Commissioners on April 5, 2021, a Bond Resolution adopted by that Board on May 3, 2021 and a Bond Purchase Agreement dated as of May 18, 2021, and the Constitution and laws of the State of North Carolina, including the Local Government Bond Act.

The County's full faith and credit are pledged for the payment of principal of and interest on this Bond.

This Bond is fully registered as to both principal and interest. Transfer of this Bond may be registered upon books maintained for that purpose by the County's Finance Officer, who has been appointed Registrar, at 132 West 2d Street, Washington, NC 27889, or any successor office as the Registrar may designate in writing to the Bondholder. The Registrar will not, however, register the transfer of any portion of the Bond to any person or entity other than a bank, an insurance company or a similar financial institution unless the North Carolina Local Government Commission has previously approved the transfer.

The Registrar will treat the registered owner of this Bond as the person exclusively entitled to payment of principal of and interest on this Bond and the exercise of all other rights and powers of the owner, except that the County will make payments to the person shown as the registered owner at the end of the calendar day on the 15th day (whether or not a business day) of the month preceding the payment date.

The County intends that North Carolina law will govern this Bond and the interpretation of its terms.

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 issuance of this Bond have happened, exist and have been performed, and the issue of Bonds of which this Bond is one, together will all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of North Carolina.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Manager, its seal to be affixed hereto and attested by the Clerk to its Board of Commissioners, and this Bond to be dated _____, 2022.

(SEAL)

ATTEST:

Beaufort County, North Carolina

[sample only - do not sign]
Katie Mosher
Clerk, Board of Commissioners
Beaufort County, North Carolina

By: *[sample only - do not sign]*
Brian Alligood
County Manager
Beaufort County, North Carolina

Certificate of Local Government Commission

This Bond has been approved by the North Carolina Local Government Commission in accordance with the Local Government Bond Act.

_____
Sharon G. Edmundson
Secretary, Local Government Commission

Schedule I – Principal and Interest Payment Schedule

Principal is payable annually on each November 1 in years and amounts as shown below, subject to prepayment as provided in this bond. Interest is payable on each May 1 and November 1, beginning _____, at the annual rate of 1.17% until paid. The schedule below shows the expected interest payment amounts. The interest rate is subject to adjustment as provided in this bond.

Payment Date	Principal Amount ($)	Interest Amount ($)	Total ($)
[Payment schedule to be determined]			

[Beaufort County, North Carolina
$7,085,000 General Obligation Tax-Exempt Refunding Bond, Series 2022]

ASSIGNMENT

(Transfer of this Bond may be registered by the registered owner or its duly authorized attorney upon presentation to the Registrar.)

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 OR TRANSFEREE:

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer said bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____ NOTICE: Signature(s) must be guaranteed by a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program	_____ (Signature of Registered Owner) NOTICE: The signature above must correspond with the name of the registered owner as it appears on the front of this bond in every particular without alteration or enlargement or any change whatsoever.

[Beaufort County, North Carolina
$7,085,000 General Obligation Tax-Exempt Refunding Bond, Series 2022]

Exhibit B – Form Lender's investment representation at Exchange

Lender's Certificate as to Investment Intent

Key Government Finance, Inc. makes the following statements for the benefit of Beaufort County, North Carolina (the "County") and the North Carolina Local Government Commission, in partial consideration for the County's issuance to us today of the "Bond," as defined below.

1. We are today receiving the County's $7,045,000 General Obligation Tax-Exempt Refunding Bond, Series 2022 (the "Bond"). We have exchanged this Bond with the County for the County's $7,085,000 (original principal amount) Taxable General Obligation Refunding Bond, Series 2021 (the "2021 Bond"). We have owned the 2021 Bond until this exchange. Neither we nor the County are paying any additional amounts to one another in consideration of the exchange.

2. In this connection, we acknowledge and represent as follows: (a) we are familiar with the County; (b) we have been furnished financial information about the County; (c) the County has made available to us the opportunity to obtain additional information to verify the accuracy of the information supplied and to evaluate the merits and risks of purchasing the Bond; (d) we have had the opportunity to ask questions of and receive answers from County representatives, including officers, attorneys and accountants, concerning the terms and conditions of the Bond, the information supplied to us and the County's condition, financial and otherwise; and (e) the County has responded to our requests in a manner satisfactory to us.

3. We further acknowledge that we are capable of evaluating the merits and risks of purchasing the Bond and that we have agreed to purchase the Bond although no formal offering material has been provided to us in connection with this transaction. We have no present intention of reselling or disposing of any interest in the Bond in any transaction constituting a "distribution" thereof, as that term is used in the United States Securities Act of 1933, as amended, and the regulations of the Securities and Exchange Commission thereunder.

4. We have undertaken to discuss and investigate the form and substance of the Bond and the related transactions with such persons as we have deemed appropriate, including our counsel.

5. We understand that we may need to bear the risks of this investment for an indefinite period of time, because any sale or assignment of the Bond may not be possible or, if possible, may be at a price below that which we have paid for the Bond.

6. We have undertaken to verify the accuracy, completeness and truth of any statements made concerning any of the material facts relating to this transaction, including information regarding the County's financial condition. We have conducted our own investigation to the extent we have deemed necessary. On this basis, we acknowledge that we are not relying on any party or person other than the County to furnish or verify information relating to this transaction.

7. We further acknowledge that Sanford Holshouser LLP has served as counsel to the County, and not as our counsel.

Dated [Exchange Date], 2022.

Key Government Finance, Inc.

_____

Printed name: _____

Title: _____

S☆H draft of April 25

ESCROW AGREEMENT

This Escrow Agreement (the "Agreement") is dated as of May 19, 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 the "Prior Bonds," as described on Exhibit A. The County is now providing for the redemption and refunding of some 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 $7,745,000 General Obligation Taxable Refunding Bond, Series 2021A (the "2021A Bond"), to be used for this 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 May 3, 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 General Obligation 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 2021A Bond	$
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 as specified on Exhibit C.

If the County converts the 2012 School Bonds, as defined in Exhibit A, to certificated form, the County agrees that not later than thirty days prior to the next ensuing interest payment date for the 2012 School Bonds, it will appoint a paying agent for the 2012 School 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, promptly after the original execution and delivery of this Escrow Agreement, provide for a notice in substantially the form of Exhibit E to be sent to Pinnacle Public Finance, Inc., at the address shown I Exhibit E.

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 F (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 escrow agreement for general obligation refunding bonds
121 West Third St.
Washington, NC 27889

to the Escrow Agent, to

Regions Bank --
Corporate Trust
Regarding: Notice under 2021 General Obligation 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 19, 2021]

EXHIBIT A
BONDS BEING REDEEMED AND REFUNDED

The Prior Bonds are as follows:

General Obligation Refunding School Bonds, Series 2012, of which all the bonds maturing on April 1 in the years 2023 through 2028 are being refunded on April 1, 2022 (the "2012 School Bonds").

General Obligation Refunding School Bond, Series 2017, of which all the principal installments maturing on February 1 in the years 2023 through 2028 are being refunded on February 1, 2022.

EXHIBIT B
INITIAL ESCROW SECURITIES

Security Description*	Par Amount ($)	Interest Rate (%)	Maturity Date
[To come.]			

* 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**
	xxx				
				xxxx***	
				xxxxx****	

* Closing date

**Initial cash deposit at closing

*** Includes $_____ in redeemed principal

**** Includes $_____ in redeemed principal

Payments on the 2012 School Bonds are to be made to The Depository Trust Company or otherwise as provided in this Agreement.

Payments on the other Refunded Bonds are to be made as follows: [Pinnacle Public Finance payment instructions to come.]

EXHIBIT D

REFUNDING NOTICE

Beaufort County, North Carolina

General Obligation Refunding School Bonds
Series 2012

[dated August 8, 2012; original principal amount $10,545,000]

TAKE NOTICE that Beaufort County, North Carolina (the "County"), has elected to redeem and will redeem on April 1, 2022, all of the outstanding Bonds that mature on and after April 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 (4/1)	Principal Amount ($)	Redemption Price*	Interest Rate (%)
[To come]				

*As a percentage of par

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 April 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 404-581-3742.

Regions Bank,
as Escrow Agent
Atlanta, Georgia

EXHIBIT D

[Refunding notice to Pinnacle, to come]

EXHIBIT E

REDEMPTION NOTICE

Beaufort County, North Carolina

General Obligation Refunding School Bonds
Series 2012

[dated August 8, 2012; original principal amount $10,545,000]

TAKE NOTICE that Beaufort County, North Carolina (the "County"), has elected to redeem and will redeem on April 1, 2022, all of the outstanding Bonds that mature on and after April 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 (4/1)	Principal Amount ($)	Redemption Price*	Interest Rate (%)
[To come.]				

*As a percentage of par

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 April 1, 2022.

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 404-581-3742.

Regions Bank,
as Escrow Agent
Atlanta, Georgia

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Discussion

Presenter: Anita Radclife, Chief Finance Officer

Agenda Title: Finance Report

Summary of Information: At the request of Commissioner Rebholz, the County Finance Officer will present financial information to the Board of Commissioners.

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: Soil and Water Ann Williams, Soil & Water

Agenda Title: Accept Contracts and Adopt Project Budget Ordinance

Summary of Information: The Beaufort Soil and Water Conservation District (District) has been awarded contracts for grant funds through the NC Agricultural Development and Farmland Preservation Trust Fund (ADFPTF) and the USDA-Natural Resources Conservation Service Agricultural Conservation Easement Program (ACEP). The grant funds will be used for the placement of a perpetual conservation easement onto a working farm in Chocowinity, NC containing 48+/- acres. The contracts are:

1.	**Contract No. 19-035-4028 (ADFPTF) - $22,750**	
	Professional Services (monitoring of the conservation easement, a survey, a baseline documentation report, an environmental assessment, legal fees, and closing costs)	$15,110
	Conservation Easement Purchase Price (25%)	$7,640
2.	**Contract No. 544532202SO (ACEP) - $15,340**	
	Conservation Easement Purchase Price (50%)	$15,340
3.	**Total Contracts**	$38,090

In addition to the above, District Staff will provide in-kind services relating to travel and administrative assistance ($4,800) and the landowner will provide cash/donated match amounts for monitoring of the conservation easement, an appraisal, and a proportionate donation (25%) for the conservation easement purchase price ($11,870).

This project is 100% funded through grants, in-kind services, and cash/donated match amounts provided by the landowner. No county match is required.

A Project Budget Ordinance is attached to establish revenue and expenditure line items. With the acceptance of the contracts and adoption of the Project Budget Ordinance work can begin on this project.

Submitter Recommendations/Motions: The Beaufort Soil and Water Conservation District's Board of Supervisors has approved this project, and the grants awarded, and requests the support of the Board of County Commissioners by approving Contract No. 19-035-4028 (ADFPTF), Contract No. 544532202SO (ACEP), and the associated Project Budget Ordinance.

Agricultural Conservation Easement Program –

Agricultural Land Easement (ACEP-ALE)

PARCEL COST-SHARE CONTRACT

Lead ELIGIBLE ENTITY (Participant): COUNTY OF BEAUFORT	**ACEP-ALE Program Agreement Number:** 544532202RZ
State: NC	**Parcel Contract Number:** 544532202S0
This parcel contract is effective on the date signed by the Natural Resources Conservation Service (NRCS) obligating official and extends through **March 31, 2023,** or to March 31 of a subsequent fiscal year in accordance with the terms of the above-reference ACEP-ALE program agreement and as agreed to by all parties through the execution of a valid modification to this parcel contract as described herein.	

1. The undersigned eligible entities (participants) enter into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract) with the Natural Resources Conservation Service (NRCS) to acquire an agricultural land easement, as set forth in the above-referenced ACEP-ALE Program Agreement on the Parcel identified in the documents that comprise this Parcel Contract, including the proposed Parcel boundary map. The term "Parties" as used herein refers collectively to NRCS and the undersigned participants.

2. This Parcel Contract is comprised of this Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract," and the Form NRCS-CPA-1265-Appendix and the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements," which are hereby fully incorporated into this document and are binding upon the participants. The Form NRCS-CPA-1266 may be modified through the execution of Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," by both NRCS and the participant and becomes a part of the Parcel Contract when the parties have agreed to and signed Form NRCS-CPA-1267.

3. NRCS issuance of payment of the Federal share to the participants in the amount identified on Form NRCS-CPA-1266, or approved modifications thereto on Form NRCS-CPA-1267, will be based on a determination by NRCS that the participants have satisfied the terms and conditions of this Parcel Contract and above-referenced Program Agreement.

4. The participants agree to—

   A) Identify on this Form NRCS-CPA-1265, all eligible entities (participants) under this Parcel Contract, and to identify one of the listed eligible entities as a "Lead Eligible Entity" to serve as the primary point of contact to NRCS for the purposes of administering this Parcel Contract and whose signature is required on all forms associated with this Parcel Contract.

   B) Identify on this Form NRCS-CPA-1265, the other eligible entities (participants) whose signatures are required on the Form NRCS-CPA-1266, and any associated modification thereto on Form NRCS-CPA-1267, and the on the submission of Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Acquisition of Easements," to request payment of the Federal share associated with this Parcel Contract.

   C) Obtain all required signatures on the Parcel Contract documents as identified on this Form NRCS-CPA-1265 and Form NRCS-CPA-1265-Appendix.

   D) Comply with the terms and conditions of this Parcel Contract and the above-referenced ACEP-ALE Program Agreement, including providing to NRCS all required items identified therein.

5. **PARCEL CONTRACT PARTICIPANTS**
   (May only be an Eligible Entity that is Party to the ACEP-ALE Program Agreement to which this Parcel Contract is associated; Payment Shares identified below must total 100 percent)

   A) Lead ELIGIBLE ENTITY (Participant)

Lead Eligible Entity Name COUNTY OF BEAUFORT	**TAX ID** *****1521	
Eligible Entity Address, Telephone, e-mail 121 W 3RD ST WASHINGTON NC 27889 (252) 946-0079	**DUNS** 616168266	
	Payment Shares *(enter percent)*	100.00 %
Signature of Authorized Representative Susan Allsbrook	**Date** 9/28/20	

ACEP-ALE PARCEL COST-SHARE CONTRACT

B) **Additional ELIGIBLE ENTITIES (Participants)**
(Attach additional pages as needed)

Eligible Entity Name BEAUFORT SOIL AND WATER CONSERVATION DISTRICT			**TAX ID** *****5414		
Eligible Entity Address, Telephone, e-mail 155C AIRPORT RD WASHINGTON NC 27889 (252) 946-4989			**DUNS** 117140353 **Payment Shares** *(enter percent)*		0.00 %
Signature of Authorized Representative			**Date** 9-28-20		
Signature required for modifications (Form NRCS-CPA-1267) *(NOTE: This delegation is not applicable for change in payment shares made on the Form NRCS-CPA-1267)*	✓ Yes	☐ No	**Signature required for payment requests (Form NRCS-CPA-1268)**	✓ Yes	☐ No

6. **NRCS APPROVING OFFICIAL**

NRCS State Conservationist Signature TIMOTHY BEARD Digitally signed by TIMOTHY BEARD Date: 2020.09.29 13:01:37 -04'00'	**Date:**

ACEP-ALE PARCEL COST-SHARE CONTRACT

PRIVACY ACT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
USDA is an equal opportunity provider, employer, and lender.

U.S. Department of Agriculture
Natural Resources Conservation Service (NRCS)
On behalf of the
Commodity Credit Corporation (CCC)

Agricultural Conservation Easement Program –
Agricultural Land Easements (ACEP-ALE)

Appendix to Form NRCS-CPA-1265
ACEP-ALE Parcel Cost-Share Contract

Pursuant to the terms of ACEP-ALE PROGRAM AGREEMENT 544532202RZ the terms of which are incorporated by reference into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract), the Commodity Credit Corporation (CCC) by and through the Natural Resources Conservation Service (NRCS) and COUNTY OF BEAUFORT, BEAUFORT SOIL AND WATER CONSERVATION DISTRICT (hereinafter, whether singular or plural, **ENTITY**) enter this Parcel Contract to provide funds for the acquisition of an agricultural land easement by **ENTITY** on the NRCS-approved Parcel (Parcel) identified on Form NRCS-CPA-1266, "Schedule of Acquisition for Easements," or any modification thereto on Form NRCS-CPA-1267, "Modifications of the Schedule of Acquisition for Easements." Each eligible entity identified on Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract," and in this appendix, must be identified as an **ENTITY** in the PROGRAM AGREEMENT, must be signatory to both the PROGRAM AGREEMENT and this Parcel Contract, must be a holder of the agricultural land easement deed, and is considered a participant in ACEP-ALE.

1. DEFINITIONS

The following definitions are applicable to the Parcel Contract and the associated PROGRAM AGREEMENT. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the PROGRAM AGREEMENT or the regulations governing ACEP at 7 CFR Section 1468.3.

1. Participant.—Is defined as an eligible entity who has entered into this Parcel Contract and is party to and responsible for implementing the terms and conditions of such Parcel Contract and associated PROGRAM AGREEMENT and who may receive payment of the ACEP-ALE cost-share assistance funds provided by NRCS as the Federal share.
2. Lead Eligible Entity.—As designated on the Form NRCS-CPA-1265, is one of the above-listed eligible entities who will serve as the primary point of contact to NRCS for the administration of this Parcel Contract; the lead eligible entity may serve as the primary signatory for executing specific documents associated with this Parcel Contract in accordance with designations made on the Form NRCS-CPA-1265.
3. Co-holder.—Is a legal entity that is identified in and signatory to the PROGRAM AGREEMENT and this Parcel Contract and will be identified as a co-holder (grantee) on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.
4. Third-party Right Holder.—Is a legal entity identified in this Parcel Contract and that will be identified as a holder of a third-party right or other interest (not a grantee) on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.
5. Landowner.—Is a person, legal entity, or Indian Tribe, having current legal ownership of eligible land and those who may be buying eligible land under a purchase agreement and as further specified in 7 CFR Section 1468.3.

2. PROGRAM ELIGIBILITY REQUIREMENTS

A. NRCS is responsible to complete eligibility determinations for the land, landowner, and **ENTITY**. To remain in compliance with the terms of this Parcel Contract, **ENTITY** must provide NRCS sufficient and timely access, information, and documentation to complete these determinations.

B. **ENTITY** acknowledges that NRCS requires all current landowners of record, including required members of landowner-legal entities to:
   i. Complete and file Form AD-1026, "Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification," or any successor form, and meet the requirements set forth therein, in accordance with title XII of the Food Security Act of 1985, as amended.
   ii. Meet the requirements of, complete, and file Form CCC-941, "Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information," or any successor form.
   iii. Complete and file Form CCC-901, "Member's Information," or its equivalent, if the landowner is a business classified as a legal entity or joint operation by USDA under 7 CFR Part 1400.
   iv. Maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400.

C. **ENTITY** and co-holders identified in this Parcel Contract, must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this Parcel Contract.

3. ACEP-ALE PARCEL COST-SHARE CONTRACT

A. The term "Parcel Contract," as used in this appendix, means the program documents, including Form NRCS-CPA-1265, this NRCS-CPA-1265-Appendix, the associated Form NRCS-CPA-1266, and as applicable any Form NRCS-CPA-1267. Such Parcel Contract sets forth the terms and conditions additional to the associated PROGRAM AGREEMENT for the acquisition of an agricultural land easement on an individual Parcel and receipt of ACEP-ALE cost-share assistance for such acquisition.

B. Execution of the Parcel Contract represents agreement by **ENTITY** to acquire an agricultural land easement on the identified Parcel or an agreed-to substitute Parcel under the terms specified in this Parcel Contract and the associated PROGRAM AGREEMENT.

C. This Parcel Contract must be executed by an authorized representative of **ENTITY**, NRCS, and all identified co-holders.

4. AGREEMENT

ENTITY agrees to—

1. Comply with all terms and conditions, complete all activities, and submit all required documents to NRCS in accordance with the timelines outlined in this Parcel Contract and the associated PROGRAM AGREEMENT.
2. Provide NRCS the information necessary to complete the Form NRCS-CPA-1266 and as applicable, any modifications or changes thereto, on the Form NRCS-CPA-1267.
3. Notify NRCS as soon as possible, generally within 60 days, of any changes in landownership, provide NRCS the most current evidence of ownership documentation, and execute a modification on Form NRCS-CPA-1267 as needed to reflect the updated current ownership.
4. Share responsibility for ensuring the information on Form NRCS-CPA-1266 and modifications thereto on Form NRCS-CPA-1267 is accurate and complete. NRCS may be prohibited from

providing ACEP-ALE cost-share assistance if it is determined that the Parcel Contract information is not accurately reflected at the time of Parcel Contract execution and changes necessary to reflect the correct information are outside of the scope of the original Parcel Contract.

5. Not undertake any action on the Parcel which tends to defeat the purposes of this Parcel Contract, as determined by NRCS.
6. Allow NRCS representative or their agent access to the land under Parcel Contract for the purposes of conducting onsite visits needed to determine eligibility, conduct pre-acquisition due diligence activities, or complete any required planning activities.
7. Supply records and information, as required by NRCS, to determine compliance with the Parcel Contract and requirements of the program within 30 days of request.
8. Designate on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, based on the status of the eligible entities that are party to this individual Parcel Contract, whether **ENTITY** will acquire the agricultural land easement subject to the "noncertified eligible entity" provisions or "certified eligible entity" provisions set forth in the PROGRAM AGREEMENT and this Parcel Contract. **ENTITY** may only elect to operate under the certified eligible entity provisions, if an eligible entity that is party to this Parcel Contract and the associated PROGRAM AGREEMENT has been certified by NRCS based on the certification requirements in 7 CFR 1468.26.
9. The agricultural land easement deed for the Parcel identified in this Parcel Contract must satisfy the requirements as described in section VI(A)(5), and the applicable paragraph VI(A)(6) for noncertified eligible entities or VI(A)(7) for certified eligible entities. **ENTITY** must identify the selected option to be used to address such deed requirements on Form NRCS-CPA-1266, or modification thereto using Form NRCS-CPA-1267, and:
   a. For noncertified eligible entities, the agricultural land easement deed must contain the "Minimum Terms for the Protection of Agricultural Use," (ALE minimum deed terms) and based on the option selected to address this requirement **ENTITY** must attach as an exhibit to this Parcel Contract either—
      - "Attach" Option Selected.—The version of the "ALE Minimum Deed Terms Addendum" that will be attached to the conservation easement deed,
      - "Incorporate" Option Selected.—The draft, unexecuted, NRCS NHQ-approved conservation easement deed with the ALE minimum deed terms incorporated, or
      - "Template" Option Selected.—The draft, unexecuted, NRCS NHQ-approved template deed that will be used for the Parcel.
   b. For certified eligible entities, **ENTITY** may select the "Certified Eligible Entity Deed" option or may, with prior-NRCS approval only, select the "Other" option. A copy of the final conservation easement deed must be submitted to NRCS with the payment request package and as identified in the PROGRAM AGREEMENT.

5. AGRICULTURAL LAND EASEMENT PLAN

A. **ENTITY** acknowledges that if the Parcel contains highly erodible cropland, a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 must be developed by NRCS or an NRCS-certified planner, approved by NRCS prior to closing, and provided to **ENTITY** and landowner. The HEL conservation plan must be identified on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267 and may comprise the entirety of the agricultural land easement plan.

B. If **ENTITY** has otherwise agreed to develop and maintain an agricultural land easement plan as described in the PROGRAM AGREEMENT and identified on the Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, ENTITY must ensure that the agricultural land easement plan is completed and signed by the **ENTITY** and landowner prior to closing.

C. The agricultural land easement is not required to be subject to an agricultural land easement plan, however **ENTITY** must ensure that for agricultural land easement plans developed as agreed-to or required, that the agricultural land easement deed includes provisions related to such plans as set forth in the PROGRAM AGREEMENT.

6. PAYMENTS

A. Based on a determination by NRCS that **ENTITY** has satisfied the terms and conditions of this Parcel Contract and the associated PROGRAM AGREEMENT and provided the items identified therein, NRCS may provide the Federal share for the purchase of the agricultural land easement acquired by the **ENTITY**.

B. **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on the identified Parcel.

C. To obtain reimbursement or an advance payment of the Federal share, **ENTITY** must submit a payment request package, which includes Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Easements," and the accompanying information and documentation required by the form and as identified in the PROGRAM AGREEMENT and this Parcel Contract.

D. **ENTITY** may submit the payment request package—
   1. Sixty (60) days prior to the planned closing date when a payment is to be issued at closing (advance payment); or
   2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement).

E. Payment of the Federal share for the purchase of an agricultural land easement on a Parcel owned by a legal entity, general partnership, or joint venture will be reduced by an amount commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity determined to be subject to such reduction based on the average adjusted gross income provisions of 7 CFR Part 1400.

F. Prior to disbursement of funds, the NRCS State Conservationist will verify that **ENTITY** has provided all documentation, certifications, and information required by the terms of this Parcel Contract and the associated PROGRAM AGREEMENT. NRCS will conduct an internal review of the payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for national review and approval for all payments that require national-level review. For advance payments, complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned closing date.

G. NRCS will disburse payment following receipt of a fully complete and correct payment request package from **ENTITY** within 30 days if the Federal share for the individual easement is less than $250,000 and within 60 days if the Federal share for the individual easement is $250,000 or greater.

H. If NRCS provides an advance payment, **ENTITY** must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. **ENTITY** must ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing does not occur within 30 calendar days of receipt of the advance payment, **ENTITY** must ensure the Federal funds and any interest earned on those funds while in escrow are returned to NRCS by the 31st calendar day unless otherwise mutually agreed to by the parties. **ENTITY** must ensure that the Federal funds are fully insured while held in escrow.

I. All payments received as part of this Parcel Contract are reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, it is recommended that **ENTITY** consult with a tax professional as needed.

J. Any **ENTITY** that will receive any share of a payment made for the implementation of this Parcel

Contract must be a signatory on the Parcel Contract and eligible for such payment. Payments will occur in accordance with the shares to which the parties have agreed as set forth on Form NRCS-CPA-1265 or in a fully executed modification on Form NRCS-CPA-1267, signed by all eligible entities. The Lead Eligible Entity on the Parcel Contract may sign the easement payment application, Form NRCS-CPA-1268, unless such signature authority is specifically not granted or assigned.

7. PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved if NRCS determines that any of the following conditions exist:

1. The landowner or operator has tenants who have an interest in land with a lease that has not been properly terminated or modified, and would interfere with **ENTITY**'s ability to implement the terms of this Parcel Contract or associated PROGRAM AGREEMENT.
2. **ENTITY** or landowner has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded according to paragraph 10(B) of this appendix, and no further payments will be made.

8. PARCEL CONTRACT MODIFICATION, CORRECTION, AND CANCELLATION

A. **ENTITY** and NRCS may modify this Parcel Contract by mutual agreement through the execution of a Form NRCS-CPA-1267 when—
   1. Both the **ENTITY** and the NRCS State Conservationist agree to the modification;
   2. NRCS had determined the modification is consistent with the purposes of the program; and
   3. **ENTITY** has provided all information needed for the modification and NRCS had completed all associated eligibility and programmatic determinations.

B. All modifications must be approved in writing by the authorized NRCS official and **ENTITY** . The Lead Eligible Entity may approve modifications to the Parcel Contract on behalf of others signatory to the Parcel Contract unless such signature authority is specifically denied on the Form NRCS-CPA-1265.

C. NRCS may unilaterally cancel this Parcel Contract when the easement acquisition would cause adverse impacts to significant cultural or environmental resources without mitigation action unless NRCS and **ENTITY** modify this Parcel Contract to address such impacts.

D. NRCS reserves the right to correct all errors in entering data or the results of computations in this Parcel Contract. If **ENTITY** does not agree to such corrections, NRCS will terminate the Parcel Contract.

9. PARCEL CONTRACT TERMINATION

A. If **ENTITY** fails to carry out the terms and conditions of this Parcel Contract, NRCS may terminate this Parcel Contract. NRCS may require ENTITY to refund payments received under this Parcel Contract. Refunds will be subject to the provisions in paragraph 10(B) of this appendix.

B. The NRCS may terminate this Parcel Contract, in whole or in part, without liability, if NRCS determines that continued operation of this Parcel Contract will result in the violation of a Federal statute or regulation, if NRCS determines that certain actions undermine the ability of the land to accomplish the purposes of ACEP-ALE, or if NRCS determines that termination would be in the public interest. In the event this Parcel Contract is terminated for any reason, the obligations of the parties will be as set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

C. The Parcel Contract terminates upon dissolution of the **ENTITY**.
D. NRCS may determine **ENTITY** is not in violation of this Parcel Contract for failure to comply with the Parcel Contract if the circumstances for failing to comply were beyond the control of the **ENTITY**, including a disaster or related condition, as determined by the NRCS.
E. Upon death of a landowner, this Parcel Contract will be terminated with no penalty to the parties to this Parcel Contract unless the landowner, court of appropriate jurisdiction, or operation of State law, appointed an executor or other estate representative to act on the landowner's behalf and such executor or estate representative is determined eligible by NRCS and identified on the Form NRCS-CPS-1267 or an NRCS-approved substitute parcel is identified.
F. Nothing in this Parcel Contract will be construed as to limit or condition any right acquired by the United States under any associated ACEP-ALE easement.

10. RECOVERY OF COST

A. The parties agree that NRCS will incur costs in administering this Parcel Contract. The parties further agree that in the event **ENTITY** violates the terms of this Parcel Contract, **ENTITY** voluntarily terminates this Parcel Contract before any contractual payments have been made, or this Parcel Contract is terminated with cause by NRCS, the NRCS is entitled to be reimbursed for these costs.
B. Collection of amounts due from **ENTITY** for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 1403. NRCS will notify **ENTITY** and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.

11. PERIOD OF PERFORMANCE

Within the timeframes established by NRCS, the documents that comprise this Parcel Contract must be signed, as identified therein, by an authorized representative of each eligible entity that is party to this Parcel Contract, and this NRCS-CPA-1265-Appendix must be signed by an authorized representative of each identified co-holder. This Parcel Contract is effective when signed by **ENTITY** and then executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes the Parcel Contract as indicated on the Form NRCS-CPA-1265. The period of performance must be indicated on the Form NRCS-CPA-1266 or any modification thereto, on the Form NRCS-CPA-1267. This Parcel Contract remains valid until such time as the Parcel Contract expiration date is reached unless otherwise cancelled or terminated by the parties to the Parcel Contract pursuant to the terms and conditions of this Parcel Contract or the associated PROGRAM AGREEMENT. In the event that a statute is enacted during the period of this Parcel Contract which would materially change the terms and conditions of this Parcel Contract, the NRCS may require **ENTITY** to either modify this Parcel Contract consistent with the provisions of such statute or agree to Parcel Contract termination.

12. GENERAL TERMS

A. The regulations in 7 CFR Part 1468 for ACEP-ALE are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this appendix, the provisions of the regulations will prevail.
B. This Parcel Contract must be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Parcel Contract and questions as to the validity of any of its specific provisions will be resolved in favor of NRCS so as to give maximum effect to the conservation purposes of this Parcel Contract.

C. NRCS is administering this Parcel Contract on behalf of CCC. Therefore, where this Parcel Contract refers to "NRCS," NRCS is acting on CCC's behalf for the purposes of administering this Parcel Contract. When the term "**ENTITY**" is used in this Parcel Contract, it will be construed to mean all eligible entities identified in this Parcel Contract.
D. This Parcel Contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, the Prompt Payment Act, and is governed by the terms set forth herein.

13. CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (see generally 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards")

As a condition of this Parcel Contract entered into pursuant to the associated PROGRAM AGREEMENT, **ENTITY** certifies and assures that they are in compliance with and will comply in the course of this Parcel Contract and the associated PROGRAM AGREEMENT with all applicable laws, regulations, Executive orders, and other generally applicable requirements, including those set out in 2 CFR Part 200, applicable to nonprofit institutions, which are hereby incorporated into this Parcel Contract by reference, and such other regulatory and statutory provisions as are specifically set forth in the associated PROGRAM AGREEMENT and herein.

14. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

A. **ENTITY** may appeal an adverse decision under this Parcel Contract in accordance with the appeal procedures set forth in 7 CFR Part 11, Subpart A, and Part 614. Pending the resolution of an appeal, no payments will be made under this Parcel Contract. Before an **ENTITY** seeks judicial review, **ENTITY** must exhaust all appeal rights granted within these regulations.
B. **ENTITY** may also request equitable relief, as provided under 7 U.S.C. Section 7996, and 7 CFR Part 635, with the requirements of that provision.

15. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this Parcel Contract, **ENTITY** certifies that **ENTITY** will comply with the requirements of 2 CFR Part 182 and 2 CFR Part 421. If it is later determined that **ENTITY** knowingly rendered a false certification or otherwise violated the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to NRCS under this Parcel Contract or associated PROGRAM AGREEMENT or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

The following ELIGIBLE ENTITIES and Co-Holders, by entering their signatures, acknowledge receipt of this Form NRCS-CPA-1265-Appendix and agree to its terms and conditions thereof.

By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by signing this Appendix may subject the signatory to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this appendix.

ELIGIBLE ENTITY – SIGNATURE OF AUTHORIZED REPRESENTATIVE
(All signatory Eligible Entities must be party to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date 9-28-20

_____ Date 9-28-20

_____ Date _____

_____ Date _____

CO-HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE
(All signatory Co-Holders must be signatory to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" form and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

THIRD-PARTY RIGHT HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE
*(Optional, only required if **ENTITY** requires Third-Party Right Holders to Sign this appendix) (All signatory Third-Party Right holders may be identified on the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)*

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

PRIVACY ACT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
USDA is an equal opportunity provider, employer, and lender.

SCHEDULE OF ACQUISITION FOR EASEMENTS

Lead ELIGIBLE ENTITY (Participant)	STATE	PARCEL CONTRACT EXPIRATION DATE
COUNTY OF BEAUFORT	NC	March 31, 2023

ACEP-ALE PROGRAM AGREEMENT NUMBER	RCPP 2014 FARM BILL AGREEMENT NUMBER *(Complete ONLY if Parcel Associated with RCPP Agreement)*
544532202RZ	

Enrollment Type *(Check One)*:		Transaction Type *(Check One)*:		Designation of Program Agreement and Parcel Contract Provisions Based on Eligible Entity Status *(Check One)*:	
✓	General ALE	✓	Standard Transaction	✓	Non-Certified Eligible Entity Provisions
☐	ALE – Grassland of Special Environmental Significance (GSS)	☐	Pre-closing Buy-Protect-Sell Transaction	☐	Certified Eligible Entity Provisions[1/]
		☐	Post-closing Buy-Protect-Sell Transaction		

INSTRUCTION: COMPLETE EACH SECTION

SECTION 1: Parcel Contract and Location Information *(A copy of the proposed Parcel boundary map must be attached to this Form NRCS-CPA-1266)*

PARCEL CONTRACT NUMBER	TOTAL EASEMENT ACRES	LAND UNITS OR LEGAL DESCRIPTION	SERVICE CENTER AND COUNTY
544532202S0	48.3	County of Beaufort Bood 309 page 682	BEAUFORT PROGRAM DELIVERY POINT,BEAUFORT

SECTION 2: Conservation Easement Deed Language *(Check one and follow applicable instructions)*

☐	**Attach Option.**—ALE Minimum Deed Terms will be attached as an Addendum to the Conservation Easement Deed (The version of the ALE Minimum Deed Terms Addendum that will be attached to the conservation easement deed must be attached to this Form NRCS-CPA-1266).
☐	**Incorporate Option** Incorporate Option.—ALE Minimum Deed Terms will be incorporated into the Conservation Easement Deed (A copy of the unexecuted, NRCS NHQ-approved conservation easement deed must be attached to this Form NRCS-CPA-1266 or through a modification using Form NRCS-CPA-1267).
✓	**Template Option** Template Option.—ALE Minimum Deed Terms addressed in an NRCS NHQ-Approved Template Deed (A copy of the NRCS NHQ-approved template conservation easement deed must be attached to Form NRCS-CPA-1266 or through a modification using Form NRCS-CPA-1267).
☐	**Certified Eligible Entities ONLY.**—Certified Eligible Entity Conservation Easement Deed (A copy of the final conservation easement deed must be submitted to NRCS in as part of the payment request package as identified on Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Easements").
☐	**Other .**—Include Explanation *(selection of this option requires prior NRCS approval).*

SECTION 3: Agricultural Land Easement Plan Components[2/] *(Check all that apply)*

☐	Highly Erodible Land (HEL) Conservation Plan
☐	Comprehensive Agricultural Land Easement Plan
☐	Grasslands Management Plan
☐	Forest Management Plan
☐	None

SECTION 4: Easement Cost Information

A. Estimated Fair Market Value of Agricultural Land Easement	$98,034.00
B. Requested Federal Share for the ALE • **General ALE:** *Federal Share cannot exceed 50% of Item A* • **ACEP-ALE-GSS:** *Federal Share cannot exceed 75% of Item A*	$15,340.00
C. Total Estimated Non-Federal Share[3/] *(The amount shown here is the total of—* • *All entity cash contributions for payment of easement compensation to the landowner.* • *All landowner donations toward easement value.* • *Only the amounts of eligible procured costs that may be relied upon to meet the minimum non-Federal share requirements.* • *Only the amounts of Stewardship funds contributed by the eligible entity that may be relied upon to meet the minimum non- Federal share requirement, limited to 2% of Item (A) above).*	$82,694.00

SECTION 5: Eligible Entity *(attach additional sheets as necessary)*

A. Name of Eligible Entity - List all Eligible Entities that are party to this Parcel Contract	B. Role of Eligible Entity - Independent - Dependent	C. Certified Eligible Entity[1/] - Yes - No	D. Payment Shares (Percentage) -Enter percentage from Form NRCSCPA-1265 -Total must equal 100%	E. Distribution: Estimated Amount of Federal Share to be paid to Eligible Entity -Federal share may only be paid to an Eligible Entity -Total must equal section 4, Item (B) above
COUNTY OF BEAUFORT	Independent	No	100.00%	$15,340.00
BEAUFORT SOIL AND WATER CONSERVATION DISTRICT	Independent	No	0.00%	$0.00
		Totals	100.00%	$15,340.00

SECTION 6: Other Interest Holder Information *(attach additional sheets as necessary)*	
A. Name of Legal Entity - List all co-holders or third-party right holders that will be identified in the Conservation Easement Deed for this Parcel	B. Role of Legal Entity - Co-holder - Third-Party Right Holder

SECTION 7: Parcel Landowner Information *(attach additional sheets as necessary) (Only one landowner may be identified as the decisionmaker in column B below)*

A. Landowner Name[4]	B. Decision Maker (Yes/No)	C. Ownership Share (%) of Parcel	D. Adjusted Gross Income (AGI) Waiver Approved [5] (Yes/No)	E. Commensurate Reduction (%) applied at payment [6]
CHARLIE MAYHUE DIXON JR	✓	50.00%	☐	0%
JEAN A DIXON	☐	50.00%	☐	0%
Total Ownership Shares (Must Equal 100%):		100.00%		

NOTES:

[1] Acquisition of the agricultural land easement on the Identified Parcel may occur in accordance with the certified eligible entity provisions of the above-referenced Program Agreement and this Parcel Contract only if at least one eligible entity identified in section 6 above has been certified by NRCS and if the designation to proceed subject to the certified eligible entity provisions has been made on this Form NRCS-CPA-1266.
[2] In accordance with the provisions of the above-referenced Program Agreement and this Parcel Contract, an eligible entity may elect to develop on its own, a comprehensive agricultural land easement plan, a grassland management plan, or a forest management plan, however, if the Parcel contains highly erodible cropland, the associated HEL conservation plan must be developed by NRCS or an NRCS-certified planner.
[3] The specific breakdown of the final amounts and sources that comprise the non-Federal share must be provided in the "Statement to Confirm Matching Funds," (Form NRCS-CPA-230, or successor form) submitted to NRCS.
[4] NRCS must be notified of any changes in landownership prior to closing in accordance with the terms of this Parcel Contract. If prior to closing, the parcel ownership is different than reflected on this document, the landowners must be eligible, as determined by NRCS and a Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," must be executed to reflect current ownership.
[5] Prior the execution of Form NRCS-CPA-1266, all landowners must be determined compliant with the AGI provisions as set forth in 7 CFR Part 1400, and such determination remains in effect for the duration of the Parcel Contract unless a change is made that affects the existing AGI determination, including the applicability of any AGI waivers granted by NRCS. Before Form NRCS-CPA-1267 may be executed to modify the Parcel Contract to reflect such changes, the landowners must be determined compliant with the AGI provisions.
[6] NRCS must determine whether payment of the Federal share must be commensurately reduced in accordance with 7 CFR Part 1400 and as described in Form NRCSCPA- 1265-Appendix. The amount shown is the anticipated percent by which payment of the total Federal Share will be reduced. The amount of the actual payment of the Federal share provided by NRCS will reflect the final commensurate reduction determinations made prior to issuing such payment.

Certification of Participants			
Lead Eligible Entity – Authorized Representative Signature	Date	Eligible Entity – Authorized Representative Signature	Date
Brian Allen Dixon	9-28-20	James Allen Dixon	9-28-20

Signature of NRCS Approving Official	
NRCS State Conservationist Signature TIMOTHY BEARD Digitally signed by TIMOTHY BEARD Date: 2020.09.29 13:02:52 -04'00'	Date

PRIVACY ACT

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USDA is an equal opportunity provider, employer, and lender.

AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND
ADFPTF-CONTRACT NUMBER 19-035-4028
USDA- CONTRACT NUMBER 544532202SO
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2020-2021

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The Grant Project Fund is for the placement of a perpetual conservation easement onto a working farm in Chocowinity, NC containing 48 +/- acres.

Section 2. The Board of Commissioners of Beaufort County adopts this grant project ordinance with the following estimated revenues and expenses:

REVENUES:

151-3451-426200	ADFPTF REVENUE	$ 22,750
151-3451-426250	USDA REVENUE	15,340
151-3451-426260	LAND OWNER CONTRIBUTION	11,870
	TOTAL	$ 49,960

EXPENSES:

151-4430-519801	PROFESSIONAL SERVICES	$ 19,340
151-4430-519150	EASEMENT PURCHASE	30,620
	TOTAL	$ 49,960

Section 3. The officers of this unit are hereby directed to proceed with the project.

Section 4. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records.

Section 5. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 6. This ordinance shall become effective upon its adoption.

This the 3nd day of May, 2021.

_____

Chairman

Attest:

_____

Clerk

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

November 19, 2019

Ann Williams, Office Manager
Beaufort Soil and Water Conservation District
Agriculture Center, 155C Airport Road
Washington, NC 27889

ACCEPTANCE OF AWARD NOTIFICATION

Dear Ms. Williams:

On behalf of Commissioner Steve Troxler and the N.C. Department of Agriculture and Consumer Services, we are pleased that you have accepted the Department's offer of $22,750.00.

By accepting our offer of financial assistance, you have agreed to the specific stipulations, terms and conditions, and reporting requirements contained in the contract that you signed. Enclosed is a fully executed contract for your records.

The forms listed below are used to fulfill the departmental reporting requirements of the North Carolina Agricultural Development and Farmland Preservation Trust Fund. They may also be downloaded from our website at www.ncadfp.org.

1. **General Instructions**
2. **Initial Request for Payment / Request for Reimbursement**
3. **Progress and Budget Report**
4. **Equipment Inventory / In-Kind Summary**
5. **Initial Payment Documentation**

If you have any questions regarding the contract, please feel to contact Veronica Jamison at 919-707-3071 or by email at veronica.jamison@ncagr.gov.

I would like to take this opportunity to thank you for your participation in the ADFP Trust Fund.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
CC: Melissa Madrid, Grants & Contracts Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 ● Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

Contract Tracking (Funding from the Department)
This form should always be the first page of an offer or award package submitted to Grants & Contracts Section for review and processing. The Grants & Contracts Section will issue the Contract numbers. The Division will add the NCGrants ID# and notify G&C of the ID# or directly enter it into WebGT. Attach this page to Page 1A, and/or Page 2 when amending or revising a current Contract, as applicable.

CONTRACT TRACKING FORM

Contract # : 19-035-4028 **NCGrants ID #:** N/A

1. Division: Farmland Preservation - ADFP Trust Fund
2. Parent Record: 20-008-FP | Is the Grantee New? ☐
3. Grantee Name: Beaufort Soil and Water Conservation District
4. Grantee Tax ID: 566001521 | Grantee DUNS: 616168266
5. Grantee Type: ☐ Nonprofit ■ Government ☐ For Profit ☐ Individual
6. Address PO/Street: Agriculture Center, 155C Airport Road
7. City/State/Zip: Washington, NC 27889
8. Grantee County: Beaufort
9. Grantee Fiscal Year End: June 30
10. Payee Name (if applicable): n/a
11. Payee Tax ID (if applicable): n/a
12. Record Type (check): Grant: ■ Cost Share: ☐ Other: ☐
13. Staff Contact: Veronica Jamison | Phone: 919-707-3071
14. CRIS Program Name: Agricultural Development and Farmland Preservation
15. Division Contract # (optional): ADM-ADFP-19-003
16. Project Title: Dixon Farm +/- 48 Acres Perpetual Conservation Easement
17. Project County (list one county; if multiple counties, enter "Regional" and list counties on NC Openbook Supplemental form; or list as "Statewide"):
Beaufort
18. Region: n/a
19. District #: n/a
20. Project Start Date: July 1, 2019 21. Project End Date: June 30, 2021

If funding is from multiple sources, list each amount, cost center, and account.

22. Grant Amount: $ 22,750.00	Grant Amount: $	Grant Amount: $
23. Cost Center: 2108-6208-2109	Cost Center:	Cost Center:
24. Account: 536406	Account:	Account:

25. Source: Federal: ☐ State: ■ Fed/State: ■ Other: ☐

26. Match Required: ■ Yes Amount: $ 6,825.00(minimum required match) ☐ No
Record information on Tracking Form 1A *match as listed by grantee
27. Are Indirect Costs Allowable? ☐ Yes % Rate: ■ No
28. Cooperative Agreement/FAIN #: n/a CFDA#: n/a
29. Grantee Contact and Title: Ann Williams, Office Manager
30. Grantee Email: ann.williams@co.beaufort.nc Phone: 252-946-4989
31. Offer to Division: June 27, 2019
32. Award to Division:

33. Retainage 20 % of Total Contract Award Withheld: 4,550.00 ☐ No
34. Equipment in the Amount of $5,000 and Over to be purchased ☐ Yes ■ No
35. Tax Exempt Status Verified at Guidestar.org or IRS.gov - Initial & Date: n/a
36. Federal Debarment Status Verified at SAM.gov – Initial & Date: LB 6/25/2019

(Grants & Contracts Section)

Offer: ✓ Award: ☐ Is the Grantee on the State's "Suspension of Funding List?" ☐ Yes ■ No ☐ n/a
Tax Exempt Status Verified at Guidestar.org or IRS.gov - Initial & Date: jmc 7/3/19
Federal Debarment Status Verified at SAM.gov – Initial & Date:

Eff: 7/07; Rev: 7/14;1/17

CONTRACT TRACKING (Award FROM Department) - **Continuation**

CONTRACT #: 19-035-4028

NCGRANT ID #: N/A

SALARY AND FRINGE INFORMATION

Total amount awarded for salaries & fringe benefits and/or wages: $ ____

POSITION TITLE	NUMBER OF WORK HRS EXPECTED	SALARY OR HOURLY RATE OF PAY WAGE	FRINGE BENEFITS	TOTAL
Example: Consultant	60	$100 p/h	N/A	$ 6,000.00
GRAND TOTAL OF EACH COLUMN:				

26. LIST OF MATCH REQUIREMENTS

CATEGORY	IN-KIND MATCH AMOUNT	CASH MATCH AMOUNT
Example: Travel	$ 1,000.00	
Travel	$1,300.00	
Personnel and Administrative	$3,600.00	
Stewardship Endowment		$230.00
Appraisal		$4,000.00
Easement Purchase	$7,640.00	$15,340.00
*$32,010.00 is the match listed by the grantee.		
$6,825.00 is the minimum required match for the grantee.		
GRAND TOTALS OF EACH COLUMN:	$12,440.00	$19,570.00

EXPLAIN METHOD FOR TRACKING REQUIRED MATCH

- ☐ Individual Time Sheets
- ☐ Salary Registers
- ☒ Copies of Invoices
- ☐ Match Certification Statement from Grantee's Chief Financial Officer w/appropriate documentation attached
- ☐ Bank Deposits (Use of Cash Match Only)
- ☐ Travel Reimbursement Requests
- ☐ Other (Itemize Below)
  1.
  2.
  3.
  4.
  5.

34. LIST OF EQUIPMENT TO BE PURCHASED

PRIOR APPROVAL OBTAINED ($5,000 & OVER)				ITEM	COST
YES	NO	PENDING	DATE		

LIST EQUIPMENT TO BE RETURNED TO DEPARTMENT

ITEM	ID # NUMBER	CONDITION	DATE RECEIVED

FFATA n/a
mmaine
11/20/19

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government/University)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Beaufort Soil and Water Conservation District

PROJECT TITLE/NAME: Dixon Farm +/- 48 Acres Perpetual Conservation Easement

CONTRACT #: 19-035-4028

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GO Entities Only Check One Box				*Document Title*	*Department Use – Documents Attached or On File*				*Grants and Contracts- Documents Attached or On File*			
✓	Yes		No	Contractual "Check Off List for Grantee		Yes		No	✓	Yes		No
✓	Yes		No	Contract Cover (To be signed, dated & witnessed)		Yes		No	✓	Yes		No
✓	Yes		No	Attachment A – General Terms and Conditions – Government/University		Yes		No	✓	Yes		No
✓	Yes		No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)		Yes		No	✓	Yes		No
✓	Yes		No	Attachment C – Certifications and Assurances Section		Yes		No	✓	Yes		No
✓	Yes		No	Attachment D – NC OpenBook Supplemental Information		Yes		No	✓	Yes		No
✓	Yes		No	Attachment E – Signature Card		Yes		No	✓	Yes		No
✓	Yes		No	Attachment F – W-9 Tax Information		Yes		No	✓	Yes		No
✓	Yes		No	Attachment G – Vendor Electronic Payment Form		Yes		No	✓	Yes		No
	Yes		No	Attachment H – FFATA Data Reporting Requirements (if applicable)		Yes		No		Yes	✓	No
	Yes		No	Attachment I – Federal Regulations (if applicable)		Yes		No		Yes	✓	No

Rev. 6/17

11/20/19
JMC

Departmental Use Only
CENTER:2108-6208-2109
ACCOUNT:536406
AMOUNT: $22,750.00

STATE OF NORTH CAROLINA
COUNTY OF WAKE

North Carolina Department of Agriculture and Consumer Services
Farmland Preservation Division

ADFP Trust Fund – Government

CONTRACT # 19-035-4028 **NCGRANTS ID #** N/A

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Farmland Preservation Division** (the "Agency") and **Beaufort Soil and Water Conservation District** ("Grantee") and referred to collectively as the "Parties". The Grantee's federal tax identification number is 566001521 and is physically located in Beaufort County, and is further located at Agriculture Center, 155C Airport Road, Washington, NC 27889.

The purpose of this Contract is to encourage the preservation of qualifying farmland and to foster the growth, development, and sustainability of family farms. The Grantee's project title is Dixon Farm +/- 48 Acres Perpetual Conservation Easement. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends 06/30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. **Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. **Effective Period:**

This Contract shall be effective on July 1, 2019 and shall terminate on June 30, 2021 with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. **Grantee's Duties:**

The Grantee shall provide the services as described in Attachment B, Scope of Work.

IV. **Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $22,750.00.

This amount consists of $ 22,750.00 in State funds.

[ ] a. There are no matching requirements from the Grantee.

[ ] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	$
	Cash	$
	Other/Specify:	$

[X] c. The Grantee's matching requirement is $6,825.00, which consists of:

	In Kind	$
	Cash	$
	Other/Specify: Cash and In Kind	$6,825.00

[X] d. The Grantee has committed to an additional $25,185.00 to complete the project as described in Attachment B.

The total Contract amount with matching funds is $54,760.00.

V. **Conflict of Interest Policy:**

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

VI. **Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. **Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. **Reporting Requirements:**

(1) Agency:

The Grantee shall provide the services as described in Attachment B, Scope of Work.

IX. **Payment Provisions:**

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency, payment shall be made within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

a) Expanding the project or program;
b) Continuing the project or program after grant ends; or
c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to: copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. **Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Veronica Jamison, Office Manager 1001 Mail Service Center, Raleigh, NC 27699-1001 Telephone: 919-707-3071 Fax: 919-716-0105 Email: veronica.jamison@ncagr.gov	Veronica Jamison, Office Manager 2 W. Edenton St., Raleigh, NC 27601

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Name: Ann Williams Title: Office Manager Company Name: Beaufort Soil and Water Conservation District Post Office Address: Agriculture Center 155C Airport Road City: Washington State: NC Zip: 27889 Telephone: 252-946-4989 Fax: n/a Email: ann.williams@co.beaufort.nc.us	Name: Nathaniel Woolard Title: District Resource Specialist Company Name: Beaufort Soil and Water Conservation District Post Office Address: Agriculture Center 155C Airport Road City: Washington State: NC Zip: 27889 Telephone: 252-946-4989 Fax: n/a Email: nathaniel.woolard@co.beaufort.nc.us

XI. **Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XII. **Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

a. Will implement or already have implemented adequate internal controls over disbursements;
b. Pre-audit all invoices presented for payment to determine:
    - Validity and accuracy of payment
    - Payment due date
    - Adequacy of documentation supporting payment
    - Legality of disbursement
c. Assure adequate control of signature stamps/plates;
d. Assure adequate control of negotiable instruments; and
e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIII. **Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. **N.C.G.S. § 133-32 and Executive Order 24:**

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

XV. **Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: Beaufort Soil and Water Conservation District

Signature of Authorized Representative	9/23/19 Date
James Allen Printed Name	Chairman Title

Witness:

Signature	9/23/19 Date
Ann Williams Printed Name	Office Manager Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative	11.27.2019 Date

N. David Smith, Chief Deputy Commissioner

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Contents of Attachment B:

Scope of Work

ADFP Trust Fund Conservation Easement Contract Grantee Duties and Reporting Requirements

Line Item Budget with Narrative and Project Timeline

The Conservation Easement Content

ADFP Trust Fund Monitoring Policies

Option to Purchase an ADFP Trust Fund Agricultural Easement

Scope of Work

The purpose of this contract is to place a perpetual agricultural conservation easement on +/- 48 acres of the Dixon Farm in Beaufort County.

Landowner name(s): Charlie M Dixon, Jr. and Vera Jean Dixon

Physical address:
669 CC Road
Vanceboro, NC 28586

Latitude and Longitude: 35.393316, -77.132048

Parcel Identification Number (PIN): 5662240407

Attached is a map of the proposed conservation easement:

USDA United States Department of Agriculture

Beaufort County, North Carolina

Farm 8402
Tract 337
2019 Program Year

CLU	Acres	HEL	Crop
1	7.89	NHEL	
2	11.6	NHEL	
3	5.87	NHEL	
4	11.86	NHEL	Noncropland
5	0.85	NHEL	Noncropland

Page Cropland Total: 25.36 acres

Map Created October 16, 2018

Base Image Layer flown in 2016

Common Land Unit
- Cropland
- Non-Cropland
- Tract Boundary

Wetland Determination Identifiers
- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

ADFP Trust Fund Conservation Easement Contract Grantee Duties and Reporting Requirements

1. The Grantee agrees to the following timeline in the securing and recording the conservation easement:

Deliverables (Documents)	Completion Date for Documents Provided to Agency by Grantee
Preliminary Metes & Bounds Survey	Within 180 days of beginning date of grant contract
Draft Easement Language	Within 180 days of beginning date of grant contract
Preliminary Baseline	Within 180 days of beginning date of grant contract
Applicable Conservation Plan	Within 180 days of beginning date of grant contract
Applicable Forestry Plan	Within 180 days of beginning date of grant contract
Environmental Audit including Hazardous Checklist	Within 180 days of beginning date of grant contract
Preliminary Title Opinion	Within 180 days of beginning date of grant contract
Preliminary Title Policy	Within 180 days of beginning date of grant contract
Certified Development Rights Appraisal	Within 240 days of beginning date of grant contract
Set target date for easement closing	Within 270 days of beginning date of grant contract
Request ADFPTF grant funding for easement closing	15 working days prior (21 calendar days) prior to set easement closing date
Preliminary HUD – Closing Statement	15 working days prior (21 calendar days) prior to set easement closing date
Recorded Easement	10 working days (14 calendar days) following closing and recording date of the conservation easement
Recorded Survey	10 working days (14 calendar days) following closing and recording date of the conservation easement
Final Title Opinion	10 working days (14 calendar days) following closing and recording date of the conservation easement
Final Title Policy	20 working days (28 calendar days) following closing and recording date of the conservation easement
Final Grant Payment Request with Required Financial and Programmatic Reports	20 working days (28 calendar days) following closing and recording date of the conservation easement

2. The Grantee shall provide the Agency with progress reports, both financial and programmatic. The following is based upon the Agency contract with the Grantee being two years in time.

For grant awards of less than $250,000, reports are due semi-annually. Refer to the table below for the reporting period and due dates for progress and budget reports:

Contract Year	Reporting Period	Report Due Dates
Year 1	October 1 – March 31	April 10
Year 1	April 1 – September 30	October 10
Year 2	October 1 – March 31	April 10
Year 2	April 1 – September 30	October 10

For grant awards of $250,000 or more, reports are due quarterly. Refer to the table below for the reporting period and due dates for progress and budget reports:

Contract Year	Reporting Period	Report Due Dates
Year 1	October 1 – December 31	January 10
Year 1	January 1 – March 31	April 10
Year 1	April 1 – June 30	July 10
Year 1	July 1 – September 30	October 10
Year 2	October 1 – December 31	January 10
Year 2	January 1 – March 31	April 10
Year 2	April 1 – June 30	July 10
Year 2	July 1 – September 30	October 10

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual time sheets that have been signed by the individual employee and approved by the appropriate supervisor, travel logs and invoices for in-kind match; copies of checks, bank deposits and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

This grant contract is for the below marked amount:

- ✓ Less than $250,000
- ☐ $250,000 or more

3. The Grantee will use the selected easement template unless the exception category has been designated and approved by the Agency. Selection of appropriate template is based upon partnership funding used to secure the conservation easement. Unless clearly delineated in the proposed conservation easement map, the landowner waives the rights of creation of no more than three lots pursuant to N.C.G.S. 106-744(b)(1), therefore no lots shall be created in the easement area. The easement templates are downloadable at www.ncadfp.org
   - ☐ ADFPTF-USDA-USAF Template Easement
   - ☐ ADFPTF-USDA-MCIEAST Template Easement
   - ☐ ADFPTF-USDA-Army Template Easement
   - ✓ ADFPTF-USDA Template Easement

- ☐ ADFPTF-USAF Template Easement
- ☐ ADFPTF-MCIEAST Template Easement
- ☐ ADFPTF-Army Template Easement
- ☐ ADFPTF Perpetual Template Easement
- ☐ ADFPTF Term Template Easement
- ☐ Exception, including the creation of no more than three lots pursuant to N.C.G.S. 106-744(b)(1). (Copy of the revised conservation easement language must be attached hereto as an amendment to the NCDA&CS ADFPTF contract at time of approval)

The Agency legal counsel and Farmland Preservation Director must approve additions, omissions, or modifications of said template. The final "Conservation Easement" must meet with Agency approval to remain eligible for funding.

4. The Grantee shall provide the Agency with the appropriate reimbursement request (downloadable at www.ncadp.org) and required documentation of performance and expenditures for associated grant reimbursement. The Agency shall make payments to the Grantee on the following guidance:
    a. No more than $25,000 if the grant award is $31,250 or greater and up to 80% of the grant if the grant award is less than $31,250 prior to the recording of the "Conservation Easement."
    b. All payment requests must have documented purpose of use of grant funds and be within the approved amounts designated in the contract grant budget.
    c. At the time of a properly recorded "Conservation Easement," the Agency shall pay to the Grantee no more than 80% of the awarded grant amount.
    d. The Agency shall decrease the contract award amount based on current conservation easement appraisal, if applicable.
    e. The Grantee shall ensure that **48** acres are placed under an agricultural easement with no more than a 5% variance in recorded easement acreage without prior written approval of the Agency.
    f. The division of the funds used to purchase the agricultural easement from matching resources and Agency resources must be maintained as noted in the grant contract budget. The Grantee may request the Agency for an exception to the division of funds if the Agency is the only entity providing easement funding.
    g. The Agency easement purchase shall not exceed 50% of the easement value. If the Agency is the only grantor of funds used to secure the conservation easement recording, the Grantee may request in writing with sound reasoning for the Agency payment to exceed 50% of the easement purchase value.
    h. At no time shall the total payment of grant funding exceed the grant contract value.
    i. All grantee payments must have receipts of expenditures to verify use of funding per contracted purposes.

5. The Grantee shall also submit a final grant report. Included in the final report, the Grantee shall provide an accounting of final match claimed by the Grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1)(1). The Agency will retain 20% of the awarded grant amount until the final report, including cash match and in-kind documentation and a copy of a properly recorded easement, is received and approved by the Agency. The final report and all invoices are due by the 10th of the month following the ending date of the contract or within 20 working days (28 calendar days) following closing and recording date of the conservation easement if less in time. The Agency shall make the payment within 60 days of any grant reimbursement request by the Grantee with approved documentation. If the Grantee fails to provide final report and required supporting documentation within the required documentation period, the Grantee may not receive reimbursement and shall be considered ineligible for reimbursement.

6. The Grantee may request an extension of time of the grant contract period. The request must be in writing and submitted to the Farmland Preservation Director for review no later than 60 calendar days of the contract end date. Request must provide sound reason for such a request such as documented hardship and uncontrollable hindering issues.

7. After recording the "Conservation Easement" in the Register of Deeds Office, the Grantee shall annually notify the landowner and conduct a monitoring visit to the property to ensure that the easement agreement is being upheld. If structures are permitted under the easement, the Grantee shall review plans and monitor construction for compliance with the plans. Grantee monitoring shall be completed in accordance with the Agency "Conservation Easement Monitoring Policy and Guidelines" and amendments thereto. The Grantee shall complete and submit to the Agency the "Grantee Monitoring Checklist – Perpetual or Term Easement" to report its annual monitoring findings. The first "Grantee Monitoring Checklist – Perpetual or Term Easement" is due by December 31 of the following calendar year after the "Conservation Easement" recording, and annually thereafter.

8. The Grantee shall complete all reports in a prescribed format, which shall be provided by the Agency. Reports and required documentation must be up-to-date for the Grantee to receive payments.

9. All publicity and printed material regarding projects or activities supported in whole or in part by this shall contain the following language: "The project received support from the NCDA&CS ADFP Trust Fund." The NCDA&CS ADFP Trust Fund logo (digital versions of which can be downloaded from the Agency website at www.ncadfp.org) shall be displayed in all the Grantee's publicity and printed materials relating to this grant.

10. The Grantee will submit all reports and requested documents electronically unless instructed differently by Agency staff. Reports and documents may be submitted by

email to: ncadfp@ncagr.gov.

11. Non-compliance of grantee duties will result in an immediate suspension of existing Agency grant funding, and the Grantee shall be ineligible for further Agency grants until the noncompliance is corrected and the Agency has acknowledged the correction and the Grantee is in good standing. The Agency shall use the following guidance in placing a Grantee in non-compliance:

ADFP Trust Fund Grantee Eligibility Classification

ADFP grantees are classified by the following guidance.

Classification	Grant Contract / Monitoring Status	Eligibility Status
Green	All budget, progress and monitoring reports on file and up to date with no incidents noted on the SOFL or other Department grant tracking forms.	No restrictions.
Yellow	Having a late budget, progress or monitoring report in the previous reporting period and with no incidents noted on the SOFL or other Department grant tracking forms.	All grant payments and proposed grant contracts frozen until reports filed and approved. Review of proposed grant requests (RFPs) may continue but no grant contract may be offered.
Red	Having late budget, progress or monitoring reports for two reporting periods and with no incidents noted on the SOFL or other Department grant tracking forms.	All grant payments and proposed grant contracts frozen until reports filed and approved. Review of proposed grant requests (RFPs) discontinued and no grant contract may be offered.
Black	Having a late budget, progress or monitoring reports for three or more reporting periods or found listed as being incompliant on the SOFL or other Department grant tracking forms.	All grant payments frozen. Grantee is not eligible for an ADFP Trust Fund grant application or contract.

Note: A grantee RFP with a yellow classification will be given lower selection rank in comparison to green classifications of equivalent evaluation. A grantee RFP with a red classification will be classified as not eligible if the red classification status continues for 30 days or more after submitting the RFP. Please see NCDA&CS ADFP grant contracts for required reports and schedule to submit.

12. The grant contract budget and project timeline are as attached:

Dixon Farm Conservation Easement Budget Worksheet

ADM-ADFP-19-003

Expenditure Categories	ADFP Trust Fund Grant Funds	Secured Match (Written Letter of Commitment from matching funds source)	Unsecured Match (excluding potential USDA ALE funding) (All match will be considered unsecured unless accompanied by Letter of Commitment)	Potential USDA ALE Funding (Considered unsecured at this time)	Total Matching Funds	All Totals	Grant Contract Notes
204 Travel (applicable state rates)		$ 1,300.00			$ 1,300.00	$ 1,300.00	Beaufort SWCD in-kind match
207 Personnel and Administrative		$ 3,500.00			$ 3,500.00	$ 3,500.00	Beaufort SWCD in-kind match
211 Stewardship Endowment	$ 230.00	$ 230.00			$ 230.00	$ 460.00	Landowner cash match
212 Survey	$ 4,800.00	-			$ -	$ 4,800.00	
213 Appraisal		$ 4,000.00			$ 4,000.00	$ 4,000.00	Landowner cash match
214 Baseline Documentation Report	$ 3,000.00				$ -	$ 3,000.00	
215 Environmental Assessment/Audit	$ 2,500.00				$ -	$ 2,500.00	
216 Legal Fees	$ 3,500.00				$ -	$ 3,500.00	
217 Closing Costs	$ 1,080.00				$ -	$ 1,080.00	
220 Easement Purchase	$ 7,640.00	$ 7,640.00		$ 15,340.00	$ 22,980.00	$ 30,620.00	48.29 acres; 50% landowner donation
Total Project Budget	$ 22,750.00	$ 16,670.00	$ -	$ 15,340.00	$ 32,010.00	$ 54,760.00	

Signature of Grantee _____ 7-22-19

Signature of ADFP Director _____ 7-23-19

Signature of ADFP Budget Officer _____

Project Timeline

Quarter (Grant Year 1)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
July 1, 2019 - September 30, 2019	Personnel and Administrative Duties		$ 4,800.00	
October 1, 2019 - December 31, 2019	Survey, Draft Easement Language, Baseline, Applicable Conservation and Forestry Plans, Environmental Audit, Preliminary Title Opinion and Policy	$ 10,300.00		
January 1, 2020- March 31, 2020	Certified Appraisal, Set target date for easement closing		$ 4,000.00	
April 1, 2020 - June 30, 2020	Request Funds for closing, Preliminary HUD, Record Easement, Record Survey, Final Title Opinion and Policy, Final Payment Request, Legal Fees,	$ 12,450.00	$ 23,210.00	
Grant Year 1 Subtotals		$ 22,750.00	$ 32,010.00	$ 54,760.00

Quarter (Grant Year 2)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
July 1, 2020 - September 30, 2020				$ -
October 1, 2020 - December 31, 2020				$ -
January 1, 2021- March 31, 2021				$ -
April 1, 2021 - June 30, 2021				$ -
Grant Year 2 Subtotals		$ -	$ -	$ -
Entire Grant Period Totals		$ 22,750.00	$ 32,010.00	$ 54,760.00

This instrument prepared by and return to:
Enter name

ADFP Tracking #
ADM-ADFP-

STATE OF NORTH CAROLINA
COUNTY OF Enter county name

Parcel ID (PIN) #
Enter PIN

WARRANTY
DEED OF AGRICULTURAL LAND EASEMENT

This Deed of Agricultural Land Easement ("ALE") is granted on this Enter day with numerals and letter suffixes day of January , 2018, by Enter landowner name(s) having an address of Enter landowner mailing address (collectively "Grantor"), to Enter easement holding entity having an address of Enter entity mailing address ("Grantee"), the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) acting by and through the North Carolina Agriculture Development and Farmland Preservation Trust Fund ("NCDA&CS" or "ADFP Trust Fund") and with a right of enforcement to the United States of America ("the United States") acting by and through the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS"), on behalf of the Commodity Credit Corporation (CCC) as its interest appears herein, for the purpose of forever conserving the agricultural productivity of the Protected Property and its value for resource preservation and as open space. The Grantor, Grantee, NCDA&CS, and the United States are collectively referred to as "the Parties".

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

The United States is providing $Enter amount toward the purchase of this Agricultural Land Easement; which amount represents Enter percentage% of the appraised fair market value of the rights conveyed by this Agricultural Land Easement ("Easement Value"). Grantor is donating Enter percentage% of the Easement Value $Enter amount, and the remaining Enter percentage% of the Easement Value is provided by the Grantee through the ADFP Trust Fund in the amount of $Enter amount; for a total cash consideration of $Enter total amount from US, grantor, and grantee cash contributions.

RECITALS

WHEREAS, Grantor is the sole owner in fee simple, of a certain farm property identified in Exhibit Enter exhibit letter or number located in Enter township name Township, Enter county name County, North Carolina and identified on the plat of property entitled "Plat Showing Boundary Survey & Conservation Easement" prepared by Enter surveyor which plat is recorded at Plat Book Enter book number Page Enter page number, Enter county name County Registry with such farm property totaling Enter number of acres acres covered by this Agricultural Land Easement (the "Protected Property").

WHEREAS, the Protected Property consists primarily of productive agricultural land. The Protected Property also contains within its boundary buildings and/or improvements as shown on Exhibit Enter exhibit letter or number attached hereto and incorporated herein. The majority of the soils on the Protected Property have been classified as "prime" or "statewide important" soils by the NRCS), United States Department of Agriculture ("USDA," also referred to as "United States"). It is the primary purpose of this Agricultural Land Easement to protect the agricultural soils and agricultural viability and productivity by limiting non-agricultural uses of the Protected Property.

WHEREAS, the Protected Property also includes outstanding woodland and riparian habitats for a variety of wildlife species of importance to the Grantor, the people of Enter county name County and the people of North Carolina.

WHEREAS, the Protected Property contains numerous tributaries that flow into the Enter creek name Creek which flows into Enter river name River. It is a secondary purpose of this Agricultural Land Easement to protect these natural wildlife habitat, historical, and scenic resources. The agricultural, natural, wildlife habitat and scenic resources of the Protected Property are collectively referred to as the "Conservation Values" of the Protected Property.

WHEREAS, the specific Conservation Values of the Protected Property and its current use and state of improvement are described in a Baseline Documentation Report ("Report") prepared by the Grantee with the cooperation of the Grantor, and acknowledged by both parties to be accurate as of the date of this Agricultural Land Easement. This Report may be used by the Grantee to document any future changes in the use or character of the Protected Property in order to ensure the terms and condition of the Agricultural Land Easement are fulfilled. This Report, however, is not intended to preclude the use of other evidence to establish the present condition of the Protected Property if there is a controversy over its use. The Grantor and Grantee have copies of this Report, and this Report will remain on file at the office of the Grantee.

WHEREAS, the Grantor and Grantee agree that the current agricultural use of, and improvements to, the Protected Property are consistent with the conservation purposes of this Agricultural Land Easement.

WHEREAS, the Grantor intends that the Conservation Values of the Protected Property be preserved and maintained, and further, Grantor intends to convey to the Grantee the right to preserve and protect the agricultural and other Conservation Values of the Protected Property in perpetuity.

WHEREAS, the Conservation Purposes of the Agricultural Land Easement are recognized by, and the grant of this Agricultural Land Easement will serve, the following clearly delineated governmental conservation policies:

1. This Agricultural Land Easement in perpetuity is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP), 16 U.S.C. § 3865 et seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting non-agricultural uses of the Protected Property;

2. N. C. Gen. Stat. § 139-2 et seq., which provides that "it is hereby declared ...that the farm, forest and grazing lands of the State of North Carolina are among the basic assets of the State and the preservation of these lands is necessary to protect and promote the health, safety and general welfare of its people... It is hereby declared to be the policy of the legislature to provide for the conservation of the soil and resources of this State;"

3. N. C. Gen. Stat. § 106-583 et seq., which states that "It is declared to be the policy of the State of North Carolina to promote the efficient production and utilization of the products of the soil as essential to the health and welfare of our people and to promote a sound and prosperous agriculture and rural life as indispensable to the maintenance of maximum prosperity;"

4. The Uniform North Carolina Conservation and Historic Preservation Agreements Act (N. C. Gen. Stat. § 121-34 et seq.) which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate for retaining in land or water areas predominantly in their natural, scenic, or open condition or in agricultural, horticultural, farming or forest use;" and which provides for tax assessment of lands subject to such agreements "on the basis of the true value of the land and improvement less any reduction in value caused by the agreement;"

5. The establishment of the North Carolina Farmland Preservation Trust Fund established in 2005 (N.C. Gen Stat § 106-744 (c)) to preserve important farmland in North Carolina; and

6. The special use assessment of farm and forest land as set forth in N. C. Gen. Stat. § 105-277.2 et seq.

WHEREAS, Grantor and Grantee have the common purpose of protecting the above described Conservation Values and current condition of the Protected Property and preventing conversion of the Protected Property to non-agricultural uses and Grantor agrees to create and implement an Agricultural Land Easement Plan ("ALE Plan").

As required by 16 U.S.C. § 3865a, agricultural production and related uses of the Protected Property are subject to an ALE Plan, as approved by NRCS, to promote the long-term viability of the land to meet the Agricultural Land Easement ("ALE) purposes. The ALE Plan must also be approved by the Grantor and the Grantee. Grantor agrees the use of the Property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee and Grantor agree to update the ALE Plan in

the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

WHEREAS, the Grantee is a body politic existing under Chapter 139 of the North Carolina General Statutes, and is qualified to hold Easements under the applicable laws of the State of North Carolina and is a qualified organization under I.R.C. Section 170(h).

NOW, THEREFORE, for Enter amount spelled out Dollars ($Enter amount in numerals) and for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, the Grantor hereby voluntarily grants and conveys to the Grantee, and the Grantee hereby voluntarily accepts, a perpetual Agricultural Land Easement (ALE) in the Protected Property, which Agricultural Land Easement is an immediately vested interest in real property of the nature and character described herein. Grantor promises that they will not perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants contained herein. Grantor authorizes the Grantee to enforce these covenants in the manner described below.

ARTICLE I. GENERAL

1.1. Statement of Purpose. It is the primary purpose of this Agricultural Land Easement (ALE) to enable the Protected Property to remain in agricultural use by preserving and protecting its agricultural soils and agricultural viability and productivity by limiting nonagricultural uses of the Protected Property. No activity that would significantly impair the actual or potential agricultural use of the Protected Property, or that is otherwise inconsistent with the purposes of this Ale, shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Agricultural Land Easement are consistent with the primary purpose stated above, it is within the purpose of this Agricultural Land Easement to also protect those values, and no activity that would significantly impair those values shall be permitted.

The provisions of this ALE and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term agricultural viability of the Protected Property, ALE Plan and ALE purposes, and do not violate federal laws, including federal drug laws. No uses will be allowed that decrease the ALE's protection for the agricultural use and future viability, and related conservation values of the Protected Property.

The production, processing, and marketing of agricultural crops and livestock is allowed provided it is conducted in a manner consistent with the terms of the ALE Plan.

1.2. Perpetual Duration. This ALE over the Protected Property as further described in Exhibit Enter exhibit letter or number shall be perpetual. It is an Agricultural Land Easement in gross, runs with the land and is enforceable by Grantee against Grantor as provided herein, and against Grantor's representatives, successors, assigns, lessees, agents and licensees.

1.3. Extinguishment of Development Rights. Except as otherwise reserved to the Grantor in this Agricultural Land Easement, the parties agree that all development rights appurtenant to the Protected Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Protected Property as it now or hereafter may be bounded or described, or used or transferred to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Protected Property or any other property by anyone including the Grantor and Grantee.

1.4. Compliance with other Regulatory Requirements. The Grantor is responsible for complying with any and all additional permits or regulation to use or develop the Protected Property under the terms of this Agricultural Land Easement, including Enter county name County, State of North Carolina or Federal requirements, regardless of any reserved rights or permissions contained in this Agricultural Land Easement Document.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activities inconsistent with the purposes of this ALE are prohibited.

The terms and conditions of this ALE run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this Agricultural Land Easement, including the following:

2.1. Subdivision. Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited. Grantor hereby waives any right to subdivide the protected property pursuant to North Carolina General Statute 106-744(b)(1).

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Agricultural Land Easement, and the restrictions and covenants of this Agricultural Land Easement will apply to the Protected Property as a whole.

2.2. Industrial and Commercial Use. Industrial or commercial activities on the Protected Property are prohibited except: agricultural production and related uses conducted as described in the ALE Plan; the sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the conservation purposes of this Agricultural Land Easement; temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related conservation values of the Protected Property herein protected; commercial enterprises related to agricultural or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and small-scale farm wineries; small-scale commercial enterprises compatible with agriculture or forestry, including but not limited to cafes, shops, and studios for arts or crafts. This restriction does not prohibit the use of the Protected Property or construction of improvements primarily for agricultural, horticultural, forestry, silvicultural and non-developed recreational purposes as more specifically defined herein.

2.3. Oil, Gas, or Mining Exploration and Extraction. Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE or later acquired by Grantor, using any surface mining, subsurface mining, or dredging

method, from Protected Property is prohibited. Limited mining of materials (e.g. topsoil, sand, gravel, rock, peat, minerals, or shale) used for agricultural operations on the Protected Property is allowed provided the disturbed area shall be limited to one acre in total surface area as identified in Exhibit Enter exhibit letter or number, must not harm the conservation values or the agricultural uses of the Property and will be restored as soon as practicable after the disturbance. Any removal of material as provided for in this subsection shall be solely for the purposes of the Protected Property and shall not be removed and sold to a third party. Under no circumstances is the exploration, exploitation and/or drilling for oil, natural gas, coal and/or other hydrocarbons permitted in, on or to the Protected Property. If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this ALE is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this paragraph.

2.4. Surface Alteration. Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows: dam construction in accordance with the ALE Plan to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement or creation; erosion and sediment control pursuant to a plan approved by the Grantee; soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Agricultural Land Easement; or Agricultural activities conducted in accordance with the ALE Plan.

2.5. Motorized Vehicle Use. Grantor shall not use motor vehicles on the Protected Property or grant permission for such use except as necessary in the accomplishment of the agricultural, forestry, habitat management, law enforcement and public safety, or conservation uses of the Protected Property, provided that no use of motorized vehicles shall create impacts that are detrimental to the productivity of the soils on the Protected Property and the Statement of Purposes of the ALE; however, notwithstanding the foregoing, use of snowmobiles on snow is allowed on the Protected Property.

2.6. Dumping and Trash. Dumping or storage of soil, trash, refuse, debris, ashes, garbage, waste, abandoned vehicles or parts, appliances, machinery, or hazardous substances, or toxic or hazardous waste, is prohibited. The placement of underground or above ground storage tanks or other materials is prohibited, with the exception of agricultural products, byproducts (including the composting of biodegradable material for on-farm use) and agricultural equipment used on the Protected Property, so long as such storage is done in accordance with all applicable government laws and regulations and in such a manner so as to not impair the Conservation Values of the Protected Property.

2.7. Structures and Improvements. There shall be no building, tower, facility, mobile home, or other structure constructed or placed on the Protected Property unless specifically authorized in Article III. Any structures permitted or reserved by Grantor shall be of such reasonable size, proportion, height and character so as not to significantly detract from the open space and agricultural purposes of this Agricultural Land Easement. Under no circumstances shall recreational fields, golf courses or ranges, airstrips or helicopter pads be constructed or permitted on the Protected Property.

2.8. Signage. Display to the public of billboards, signs or advertisements is prohibited on or over the Protected Property, except to state the name of the property and its farmland status, including its Agricultural Land Easement status, the name and address of the occupant, to advertise an on-site activity, and to advertise the property for sale or rent, as allowed by the sign ordinance set forth in the Enter county name County Zoning and Subdivision Ordinance. Grantor shall be permitted to erect no trespassing signs, traffic or directional signs or warning signs as may be expedient and to post the property.

2.9. Limitation on Impervious Surfaces. Impervious surface will not exceed two percent (2%) of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, residential buildings, agricultural buildings with or without flooring, paved areas, paved driveways, paved walkways, paved farm roads, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE. Excluded from this definition are compacted dirt and gravel surfaces, including farm roads, driveways and other surfaces that do not fully restrict the percolation of water into the soil. This restriction shall apply to permanent and temporary structures and facilities, both existing and proposed. The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the agricultural use and future viability and related conservation values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

ARTICLE III. RIGHTS AND RESPONSIBILITIES RETAINED BY GRANTOR

Notwithstanding any provisions of this Agricultural Land Easement to the contrary, the Grantor reserves to and for themselves and their successors all customary rights and privileges of ownership, including the rights to sell, lease, and devise the Protected Property, together with any rights not specifically prohibited by or limited by this Agricultural Land Easement, and consistent with the Section 1.1., "Statement of Purpose". Unless otherwise specified below, nothing in this Agricultural Land Easement shall require the Grantor to take any action to restore the condition of the Protected Property after any Act of God or other event over which they have no control. Grantor understands that nothing in this Agricultural Land Easement relieves them of any obligation or restriction on the use of the Protected Property imposed by law.

3.1. Right to Farm. Grantor retains the right to farm, or to permit others to farm the Protected Property for farming or other agricultural activities that are consistent with the Conservation Values of the Protected Property and in accordance with applicable local, state and federal laws and regulations and in accordance with the ALE Plan. Subject to any prohibitions stated herein, farming, grazing, horticultural (provided such activity does not remove topsoil from the Protected Property) and animal husbandry operations are permitted only if conducted consistent with Best Management Practices promulgated by the State of North Carolina and in conformity with the ALE Plan as required in Section 4.5 hereafter.

3.2. Right to Privacy. Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Protected Property. This Agricultural Land Easement is not intended to create any rights of the public in, on or to the Protected Property.

3.3. Right to Use the Protected Property for Customary Rural Enterprises. Grantor retains the right to use the Protected Property, for otherwise lawful and customary rural enterprises, such as, but not limited to, farm machinery repair, sawmills, firewood distribution, for nature and historic tours, equestrian activities, and other passive or "Ecotourism", "Agritourism" and "Special Events" as defined herein, educational programs or farm meetings and like activities, so long as such activities are consistent with Enter county name County zoning regulations and permits required by and issued by Enter county name County under its laws and ordinances. Any structures required for permitted purposes shall be located only within the Farmstead Areas, as shown on Exhibit Enter exhibit letter or number. Any permanent or temporary structure or otherwise addition to the impervious surface shall not cause the total impervious surface restriction of the Protected Property to exceed two percent (2%).

Grantor has the right to establish and carry out customary rural enterprises provided such activities are compatible with the Conservation Purposes of this ALE and agriculture and forestry uses of the Protected Property, and are subordinate to the agricultural and residential use of the Protected Property. The enterprises shall be conducted in the buildings required for the agricultural use of the Protected Property or the residences in which full time employees of the farm reside. Enterprises which market petroleum or chemical products are prohibited.

For purposes herein, the term "Ecotourism" shall be broadly defined to mean tourism and activities that are carried out in a relatively undisturbed natural area that serves as a tool for the education, appreciation, and promotion of natural and cultural heritage that has minimal negative impacts on the environment and farming resources of the Protected Property and promotes conservation and best management practices and provides constructive ongoing contributions to and for the local community.

The term "Agritourism" shall be broadly defined to mean those farming activities and traditional rural activities that are carried out on any agricultural location, including horticultural and agribusiness operations, that allows members of the general public, for recreational, entertainment, active involvement, or educational purposes, to view or enjoy rural activities, including farming, ranching, historic, cultural, harvest-your-own activities, or natural activities and attractions, or "Special Events" as defined herein, that have minimal negative impacts upon the environment and the Conservation Values of the Protected Property and are limited to "de minimis" access to and uses of the Protected Property. An activity is an Agritourism activity whether or not the participant paid to participate in the activity.

The term "Special Events" shall be broadly defined to mean a one-time or infrequently occurring event outside normal "Agritourism" programs or activities that provides for an agriculturally based leisure, social or cultural experience outside the normal range of Agritourism choices or beyond the everyday agricultural experience such as but not limited to: seasonal festivals, harvest celebrations, field days, square dances, and the like. In no event shall "Special Events" exist on the Protected Property for more than seven (7) days per twelve (12) month period nor exist in a manner that negatively impacts the soils or Conservation Values. Any parking associated with such events shall be located within the Farmstead Areas and/or existing farm roads as depicted in Exhibit Enter exhibit letter or number.

3.4. Construction on the Protected Property - procedure to Construct Buildings and Other Improvements. The Grantor's rights to construct or reconstruct/repair buildings and other improvements on the Protected Property are described in subparagraphs (a) through (e) below. Any construction or reconstruction not permitted below is prohibited. All new structures and improvements must be located within the Farmstead Area, containing approximately Enter

number of acres acres and described in Exhibit Enter exhibit letter or number, which is appended to and made a part of the ALE. Before undertaking any construction or reconstruction that requires advance permission, the Grantor shall notify the Grantee and obtain written permission. All construction or reconstruction is subject to Enter county name County Zoning and Subdivision Ordinances and must be consistent with permits required by and issued by Enter county name County under applicable laws and ordinances for such construction activities. Any building that may be constructed under this Section may be repaired and replaced.

The boundaries and location of the Farmstead Area may be adjusted if Grantee, The NCDA&CS Commissioner of Agriculture, and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Farmstead Area may not increase in size and the adjusted Farmstead Area must provide equal or greater protection of the agricultural use and future viability and related conservation values of the Protected Property.

Utilities to serve approved buildings or structures, including on-farm energy structures allowed under Section 3.6 and agricultural structures that neither individually nor collectively have an adverse impact on the agricultural use and future viability and related conservation values of the Protected Property, may be built outside of the Farmstead Area with prior written approval of the Grantee provided that the utilities or agricultural structures are consistent with the ALE Plan.

Grantor further understands that the two percent (2%) maximum impervious surface limit set by the USDA Agricultural Conservation Easement Program-ALE disallows the construction of any new structures or impervious roads or other improvements to the Protected Property or replacement of said structures that would increase the total impervious surface area above the two percent (2%) maximum. All permanent construction and/or placement upon the Protected Property of any impervious surface must be approved in writing by the Grantee to ensure the maximum impervious limit is not exceeded.

a) Fences – Existing fences may be maintained and replaced, and new fences may be installed if they are necessary for the agricultural operations on the Protected Property or to mark the boundaries of the Protected Property.

b) Paving and Road Construction – Construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Protected Property by this Agricultural Land Easement are permitted. Such roads shall be located so as to minimize impact to prime and unique soils on the Protected Property. No portion of the Protected Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the advance written permission of the Grantee. New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. Maintenance of existing roads documented in the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operation or other allowed uses on the Protected Property.

c) Farm Structures & Improvements – New buildings, barns, sheds and other structures and improvements to be used primarily for agricultural purposes, including the processing or

sale of farm products predominantly grown or raised on the Protected Property may be built within the "Farmstead Area" as shown on Exhibit Enter exhibit letter or number, after written approval from the Grantee is obtained. The Grantee shall give such approval within a reasonable time, unless it determines that the proposed building, structure or improvement would exceed the total maximum impervious surface restriction by the USDA Agricultural Conservation Easement Program-ALE, significantly diminish or impair the Conservation Values of the Protected Property or otherwise be inconsistent with the purposes of this Agricultural Land Easement. Existing buildings/barns/sheds and greenhouses as depicted in Exhibit Enter exhibit letter or number may be repaired or reconstructed in accordance with all other Agricultural Land Easement provisions.

Any temporary structures proposed for locations outside the Farmstead Areas shall be for agricultural purposes only and may only be erected with the advance written permission of the Grantee. The Grantee shall give such permission within a reasonable time and ensure the proposed temporary structure is erected in a way that minimizes any negative impact to the soils, diminishes and/or in any way is inconsistent with the Conservation Values of the Agricultural Land Easement Deed.

d) Farm Support Housing – No more than a total of one (1) new single –or multi-family dwelling to house farm tenants, employees or others engaged in agricultural production or other farm support uses on the Protected Property may be built on the Protected Property. The dwelling must be no greater than 1,500 square feet in floor size and shall be located within that area identified and marked as the "Farmstead Area" identified on Exhibit Enter exhibit letter or number.

e) Single-Family Residential Dwellings - The Agricultural Land Easement includes Enter number existing single-family residential dwellings within the Farmstead Area shown on Exhibit Enter exhibit letter or number. These residences may be renovated or enlarged so long as the construction is first approved by the Grantee to determine that it does not exceed the maximum impervious surface restriction designated by the USDA Agricultural Conservation Easement Program-ALE. The residential dwellings shall be no greater than four thousand (4000) square feet each, including heated and unheated space. All residential structures and appurtenant structures such as garages and sheds shall be contained in the Farmstead Area.

No additional single family residential dwellings may be built anywhere on the Protected Property.

The land on which this residential dwelling stands may not be subdivided from the Protected Property. Grantee's participation in or the signing of this Agricultural Land Easement in no way constitutes approval of the permitting of these residential dwellings. All appurtenant structures shall be contained within the Farmstead Area. Any septic system and field to provide for domestic effluent shall be contained within the Farmstead Areas. In the event that a suitable site for the system and field cannot be located within the Farmstead Area, a suitable location outside the Farmstead Area may be utilized with the written approval of the Grantee, the NCDA&CS and NRCS.

3.5. Recreational Improvements. Grantor expressly reserves the right to engage in low impact non-developed recreational activities such as hunting, fishing, hiking, bird watching, etc. and to control access of all persons for the purpose of hunting and fishing, hiking, bird watching,

etc., provided that these activities do not impact the protection and conservation of any animal habitat or other Conservation Values of the Protected Property.

3.6. Utility Services, Septic Systems, and Fuel Storage. Installation, maintenance, repair, replacement, removal and relocation of electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Protected Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve improvements permitted herein, and the right to grant easements over and under the Protected Property for such purposes, is permitted. Installation, maintenance, repair or improvement of a septic system or other underground sanitary system for the benefit of any of the improvements permitted herein, is permitted. Above-ground storage tanks for fuels or any other materials for residential or on-site agricultural use are permitted up to a maximum size of one thousand (1000) gallons. Any such tanks are required to be located within the Farmstead Area, shall be constructed to minimize any pollution to land or water, and in accordance with applicable local, state and federal laws and regulations. All other utilities are prohibited on the Protected Property including, but not limited to, communication towers or structures. Notwithstanding the previous sentence, with advance written permission from Grantee, Grantor retains the right to construct a wind turbine or similar device for the purpose of generating electricity to be used for the permitted improvements and farming operations occurring on the Protected Property.

On-farm energy production/renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the conservation values of the Protected Property and consistent with the purposes of the ALE.

3.7. Forest Management and Timber Harvest. Forest management and timber harvesting is allowed, provided it is carried out to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, if the Protected Property contains 40 contiguous acres of forest or 20 percent of the Protected Property is forestland then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee. A forest management plan will not be required for the following allowed noncommercial activities: cutting of trees for the construction of allowed roads, utilities, buildings and structures on the Protected Property, cutting of trees for trail clearing, cutting of trees for domestic use as firewood or for other domestic uses by Grantor, removal of trees posing an imminent hazard to the health or safety of person or livestock, or removal of invasive species.

Pursuant to a forest management plan trees may be removed, cut and otherwise managed (to control insects, for pasture restoration, for firewood and other non-commercial uses, including construction of permitted improvements, cutting of trees for trail clearing, removal of trees posing an imminent hazard to the health or safety of persons or livestock, removal of invasive species, and fences) on the Protected Property. Trees may be planted, harvested and removed within the areas identified and marked as "Farmstead Area" on Exhibit Enter exhibit letter or number without the advance written permission of the Grantee.

Any other cutting, removal or harvesting of trees may be undertaken within the areas identified and marked as "Forest" on Exhibit Enter exhibit letter or number only under one or both of the following conditions:

a) The purpose is for clearing land for cultivation or use by livestock, and it occurs outside of a 50-foot buffer along both sides of any intermittent streams which run through the Protected Property and are identified on Exhibit Enter exhibit letter or number within these stream buffer areas are excluded from this provision unless the buffer area becomes re-vegetated for a period of 10 years or more in which case this provision shall apply. Such harvesting of trees must be in accordance with a forest management plan if a forest management plan is required pursuant to this section.

b) The purpose is for commercial harvesting of trees if in accordance with the ALE Plan referenced in Section 4.5 herein and a forest management plan that is consistent with the above-referenced ALE Plan and prepared by a professional forester approved by Grantee, such approval to not be unreasonably withheld.

3.8. Water Rights. Grantor shall retain and reserve the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Protected Property. Grantor shall not transfer, encumber, lease, sell or otherwise separate such water rights from title to the Protected Property itself.

3.9. Land Application. The land application, storage and placement on the Protected Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes may be undertaken only if in accordance with all applicable federal, state and local laws and regulations and in accordance with the ALE Plan. Spray irrigation of domestic septic effluent to serve the Protected Property's dwelling(s) is prohibited.

3.10. Natural Resource Restoration and Enhancement Activities. Grantor may engage or contract others to engage in any activity designed to repair, restore, or otherwise enhance the natural resources found or once present on the Protected Property, that are consistent with the Conservation Values of this Agricultural Land Easement and the ALE Plan and subject to the written approval of Grantee.

3.11. Pond Creation, and Wetland Restoration. The Grantor is permitted to construct ponds and restore wetlands in accordance with the ALE Plan and NRCS standards and specifications. Ponds must support agricultural operations such as irrigation, livestock water supplies, or fire control. Wetlands must be either used to treat agricultural waste or support critical habitat needs for wildlife species. The size of ponds and wetlands must be supported by appropriate documentation in the ALE Plan.

3.12. Grassland Use of the Protected Property. Grantors are allowed to graze, hay harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire presuppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of this ALE. The term "common grazing practices" means those practices customary to the region where the Protect Property is located to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline as identified by Grantee or NRCS in the ALE plan. Determinations of nesting seasons for birds

whose populations are in significant decline will be made in writing to the Grantors, or set forth within the ALE Plan for the Protected Property.

ARTICLE IV. ONGOING RESPONSIBILITY OF GRANTOR AND GRANTEE

Other than as specified herein, this Agricultural Land Easement is not intended to impose any legal or other responsibility on the Grantee or the United States, or in any way to affect any existing obligation of the Grantor as owners of the Protected Property.

Due to the State's interest in this Agricultural Land Easement other than as specified herein, this Agricultural Land Easement is not intended to impose any legal or other responsibility on the NCDA&CS, or in any way to affect any existing obligation of the Grantor as owners of the Protected Property.

Among other things, this shall apply to:

4.1. Taxes. The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. If the Grantee is ever required to pay any taxes or assessments on its interest in the Protected Property, the Grantor shall upon demand reimburse the Grantee for the same.

4.2. Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Protected Property, to the extent it may be required by law. The Grantee and the United States shall have no obligation for the upkeep or maintenance of the Protected Property. Due to the State's interest in this Agricultural Land Easement, NCDA&CS shall have no obligation for the upkeep or maintenance of the Protected Property.

4.3. Transfer of Protected Property. The Grantor agrees to incorporate by reference the terms of this Agricultural Land Easement in any deed or other legal instrument by which they transfer or divest themselves of any interest, including leasehold interests, in the Protected Property. The Grantor shall notify the Grantee in writing at least thirty (30) days before conveying the Protected Property, or any interest therein. Failure of Grantor to do so shall not impair the validity of this Agricultural Land Easement or limit its enforceability in any way.

4.4. Transfer of Agricultural Land Easement. Subject to the right of enforcement of the United States as specified in Section 4.8 and other pertinent paragraphs herein, and with timely written notice to and prior written approval of the United States, the Grantee shall have the right to transfer the rights created by this Agricultural Land Easement to any public agency or to any private nonprofit organization approved by Grantor, such approval to not be unreasonably withheld, that, at the time of transfer, is a qualified organization under Section 170(h) of the Internal Revenue Code, as amended and under N. C. Gen. Stat. § 121-34 et seq., provided the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Agricultural Land Easement. If the Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law a court with jurisdiction may transfer this Agricultural Land Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by this Agricultural Land Easement.

Subject to the contingent rights of the State of North Carolina with timely written notice and approval of the NCDA&CS, the Grantee shall have the right to transfer this Agricultural Land Easement to any public agency or private nonprofit organization that, at the time of transfer, is

a qualified organization under 26 U.S.C. § 170(h) of the Internal Revenue Code, as amended and under N. C. Gen. Stat. § 121-34 et seq., provided the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Agricultural Land Easement. As a condition of such transfer, Grantee shall require that the conservation purposes intended to be advanced hereunder shall be continued to be carried out. If the Grantee ever ceases to exist or no longer qualifies under 26 U.S.C. § 170(h) of the Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer this Agricultural Land Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by the Agricultural Land Easement.

4.5. ALE Plan. As required by 16 U.S.C. § 3865a, agricultural production and related uses of the Protected Property are subject to an ALE Plan, as approved by NRCS, to promote the long-term viability of the land to meet the Agricultural Land Easement ("ALE) purposes. The ALE Plan must also be approved by the Grantor and the Grantee. Grantor agrees the use of the Property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee and Grantor agree to update the ALE Plan in the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

4.6 Inspection and Access. With reasonable advance notice to the Grantor or with the Grantor's prior verbal consent, Grantee or NCDA&CS, its employees and agents and its successors and assigns, shall have the right to enter the Protected Property for the purpose of inspecting the Protected Property to determine whether the Grantor, its successors or assigns are complying with the terms, conditions and restrictions of this Agricultural Land Easement.

4.7. Enforcement. The Grantee shall have the primary responsibility for management and enforcement of the terms of this Agricultural Land Easement.

Due to the State's interest in this Agricultural Land Easement, the Grantee shall have the primary responsibility for management, monitoring, and enforcement of the terms of this Agricultural Land Easement, subject to the rights of the NCDA&CS. Grantee shall complete and file the annual monitoring reports as stipulated in the ADFP Grant, a copy of which is kept on file with the NCADFP Trust Fund. The terms of such contract are hereby incorporated by reference as if fully set forth herein.

Grantee shall have the right to prevent violations and remedy violations of the terms of this Agricultural Land Easement through judicial action, which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties attempting to violate the terms of this Agricultural Land Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor and NCDA&CS written notice of the violation

and Grantor shall have thirty (30) days to cure the violation, before commencing any legal proceedings. If a court with jurisdiction determines that a violation may exist or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. Grantor, Grantee and NCDA&CS agree that a court may issue an injunction or order requiring the Grantor to restore the Protected Property to its condition prior to the violation, as restoration of the Protected Property may be the only appropriate remedy. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. In any case where a court finds no such violation has occurred, Grantor, Grantee and NCDA&CS shall bear its own costs.

4.8. Rights of the State of North Carolina.

Subject to the United States' right of enforcement in Paragraph 4.9 below, in the event that the Grantee fails to enforce any of the terms of this Agricultural Land Easement, as determined in the discretion of the NCDA&CS, the said Commissioner of Agriculture and his or her successors and assigns shall have the right to enforce the terms of this Agricultural Land Easement through any and all authorities available under federal or state law.

In the event that Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this Agricultural Land Easement without the prior consent of the Commissioner of Agriculture and payment of consideration to the State of North Carolina, then, at the option of the Commissioner of Agriculture, all right, title, and interest in the Agricultural Land Easement shall become vested in the State of North Carolina. Notwithstanding the foregoing, nothing in this paragraph shall affect the United States Right of Enforcement as set forth in Section 4.9.

4.9. United States Right of Enforcement. Pursuant to 16 U.S.C. § 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE are not enforced by the Grantee. The Secretary of the United States Department of Agriculture ("USDA") or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under state or federal law if Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE, as determined in the sole discretion of such Secretary.

In the event the United States exercises this right of enforcement to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE, the ALE Plan, and the United States Cooperative Agreement

with the Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantor or Grantor's representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor's representative at the earliest practicable time.

ARTICLE V. REPRESENTATIONS OF THE PARTIES

5.1. Grantor's Title Warranty. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Protected Property in fee simple and has good right to grant and convey this Agricultural Land Easement; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Agricultural Land Easement, and that the Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Agricultural Land Easement subject to existing easements for roads and public and private utilities.

5.2. Grantor's Environmental Warranty. Grantor warrants that Grantor is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that they have no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover Grantor hereby promises to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Due to the State's interest in this Agricultural Land Easement, the Grantor hereby promises to hold harmless and indemnify the NCDA&CS against all litigation, claims, demands, penalties and damages, including reasonable attorneys fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property.

"Environmental Law" or "Environmental Laws" means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or

requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

5.3. General Disclaimer, Grantor Warranty, Liability and Indemnification. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE, or violations of any federal, state or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys fees and attorneys fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor agrees to indemnify and hold the Grantee, the State of North Carolina and the United States harmless from any and all costs, claims or liability, including but not limited to reasonable attorney's fees arising from any personal injury, accidents, negligence or damage relating to the Protected Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly. Grantor is responsible for obtaining liability insurance covering the Protected Property with limits deemed necessary by Grantor, in their sole discretion.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys fees and attorneys fees on appeal) to which Grantee may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant or agreement contained in this Agricultural Land Easement, or violations of any federal, state, or local laws, including all Environmental Laws.

Due to the State's interest in this Agricultural Land Easement, Grantor agrees to indemnify and hold Grantee and the State of North Carolina harmless from any and all costs, claims or liability, including but not limited to reasonable attorney's fees arising from any personal injury, accidents, negligence or damage relating to the Protected Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

ARTICLE VI. MISCELLANEOUS

6.1. Recording. Grantee shall record this instrument in a timely fashion in the official record of Enter county name County, North Carolina, and may re-record it at any time as may be required to preserve the rights of the Grantee, the State of North Carolina and the United States under this Agricultural Land Easement.

6.2. Survival of Terms/Merger of Fee and Easement. The Grantor and Grantee agree that the terms of this Agricultural Land Easement shall survive any merger of this fee and easement interest in the Protected Property. In the event the Grantee becomes owner of the Protected Property, or any portion thereof, Grantee shall transfer any right, title and interest in this Agricultural Land Easement to a third party in accordance with Section 4.4.

6.3. Amendment of Easement. This ALE may be amended only if, in the sole and exclusive judgement of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS and Commissioner of the North Carolina Department of Agriculture and Consumer Services of any proposed amendments. Prior to the signing and recordation of the amended ALE, such amendments must be mutually agreed upon by the Grantee, Grantor, and the United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States and Commissioner of the North Carolina Department of Agriculture and Consumer Services is null and void.

Due to the State's interest, this Agricultural Land Easement may be amended only with the prior written consent of the Grantee and the Grantor and approved by the Commissioner of the North Carolina Department of Agriculture and Consumer Services and the Secretary of the United States Department of Agriculture by and through the Chief of NRCS. Any such amendment shall be consistent with Section 1.1., "Statement of Purpose" and with the Grantee's easement amendment policies, and shall comply with Section 170(h) of the Internal Revenue Code or any regulations promulgated in accordance with that section. Any such amendment shall be duly recorded in the Enter county name County Registry. Grantee must provide to NRCS and the North Carolina Commissioner of Agriculture timely notice in writing of the proposed amendment prior to signing and recordation. No substantive amendment shall be made and recorded without the express written approval of NRCS.

Due to the State's interest in the Agricultural Land Easement, the Grantee must provide NCDA&CS timely notice in writing of the proposed amendment prior to signing and recordation and, must receive written consent prior to awarding the Agricultural Land Easement.

6.4. Boundary Line Adjustments. Boundary line adjustments are permitted only in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two (2) acres for the entire Protected Property. A correction deed containing the revised legal description shall be properly executed and duly recorded after approval of the amendment in accordance with Section 6.3.

6.5. Procedure in the Event of Extinguishment, Termination, and Condemnation. The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this Agricultural Land Easement, the United States must review and approve any proposed

extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

If it determines that conditions on or surrounding the Protected Property change so much that it becomes impossible to fulfill the conservation purposes of this Agricultural Land Easement, a court with jurisdiction may, at the joint request of both the Grantor and the Grantee and with prior written consent of the United States, as provided herein, terminate or modify the Agricultural Land Easement in accordance with applicable state law.

Due to the State's interest in this Agricultural Land Easement, prior written consent must be provided to NCDA&CS prior to termination or modification of this Agricultural Land Easement, in accordance with applicable state law.

If the Agricultural Land Easement is terminated and the Protected Property is sold then as required by Section 1.1 70A-14(g) (6) of the IRS regulations, the Grantee, NC ADFP Trust Fund shall be entitled to recover the proceeds of the Agricultural Land Easement based on the appraised fair market value of the Agricultural Land Easement at the time the easement is extinguished or terminated, subject to any applicable law which expressly provides for a different disposition of the proceeds.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is Enter percent percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee, the United States and NCDA&CS will be as follows: (a) to the Grantee or its designee, Enter percent percent of the Proportionate Share; (b) to the United States Enter percent percent of the Proportionate Share; and (c) to NCDA&CS Enter percent percent of the Proportionate Share; (d) Grantor Enter percent%. Until such time as the Grantee, the United States and NCDA&CS receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee, the United States and NCDA&CS each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States, NCDA&CS, and Grantor.

6.6. Procedure in the Event of Condemnation or Eminent Domain. Grantor and Grantee recognize that the sale of this Agricultural Land Easement, or any part thereof, gives rise to a property right, immediately vested in the Grantee and the United States, with a fair market value equal to the proportionate value that the Agricultural Land Easement bears to the value of the Protected Property prior to the restrictions imposed by the Agricultural Land Easement.

Accordingly, if any condemnation or eminent domain action shall be taken, on all or part of the Protected Property, by any authorized public authority, said authority shall be liable to the Grantee for the value of the property right vested in the Grantee at the time of the signing of this Agricultural Land Easement. Due to the federal interest in this Agricultural Land Easement, the United States must consent to any such condemnation action. Due to the State's interest in this Agricultural Land Easement, NCDA&CS must consent to any such condemnation action.

If condemnation or a taking by eminent domain of a part of the Protected Property or the entire Protected Property by a public authority renders it impossible to fulfill any of the conservation purposes of this Agricultural Land Easement on all or part of the Protected Property, the Easement may be terminated through condemnation proceedings. If the Agricultural Land Easement is terminated and any or all of the Protected Property is sold or taken for public use, then, as required by Section 1 of 170A-14(g) (6) of the IRS regulations, the Grantee shall be entitled to the proportionate value of the ALE, which has been predetermined as the Protected Property's unrestricted value, subject to any applicable law which expressly provides for a different disposition of the proceeds. The Grantee shall use its proceeds consistently with the general conservation purposes of this Agricultural Land Easement.

If this ALE is extinguished or terminated, the Parties shall receive compensation as described in paragraph 6.5 above.

6.7. Interpretation. This Agricultural Land Easement shall be interpreted under the laws of the State of North Carolina and the United States of America, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

6.8. Perpetual Duration; Severability. This Agricultural Land Easement shall be a servitude running with the land in perpetuity. Every provision of this Agricultural Land Easement that applies to the Grantor or the Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Invalidity of any of the covenants, terms or conditions of this Agricultural Land Easement, or any part thereof by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

6.9. Subsequent Liens on Protected Property. No provision of this Agricultural Land Easement should be construed as impairing the ability of Grantor to use the Protected Property as collateral for subsequent borrowing. Any such liens shall be and remain subordinate to this Agricultural Land Easement.

6.10. Subsequent Easements/Restrictions on the Protected Property. The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Protected Property or otherwise diminish or impair the Conservation Values of the Protected Property is prohibited. Any such easements or restrictions shall be subordinated to this Agricultural Land Easement.

6.11. Notices. Any notices required by this Agricultural Land Easement shall be in writing and shall be personally delivered or sent by first class mail to the Grantor, Grantee, NCDA&CS, and the United States, respectively, at the following addresses, unless a party has been notified in writing by the other of a change of address.

To the Grantor:
Enter landowner name(s)
Enter mailing address
Enter City, State, Zip

To the Grantee:
Enter entity name
Enter mailing address
Enter City, State, Zip

To State of North Carolina:
N.C. Dept. of Agriculture &
Consumer Services
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

To the United States:
State Conservationist
4407 Bland Rd., Suite 117
Raleigh, NC 27609-6387

6.12. Approval by Grantee. In any case where the terms of this Agricultural Land Easement require the approval of the Grantee, unless otherwise stated herein, such approval shall be requested in writing to the Grantee, and the United States and NCDA&CS if required, in accordance with Section 6.10. In any provision of this Agricultural Land Easement in which the Grantor is required to provide advance notice to the Grantee of any activity on the Protected Property, such notice shall be given not less than thirty (30) calendar days prior to the planned commencement of the activity. If the Grantee's approval is required, such approval shall be deemed withheld/disapproved unless Grantee provides to the Grantor written notice of approval within 30 calendar days of receipt of such request. If Grantor has received no response within such 30 calendar days, Grantor may send a second written notice to Grantee requesting a statement of the reasons for the disapproval and the Grantee shall respond within 30 calendar days with an explanation for the specific reasons and basis for its decision to disapprove.

6.13. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Agricultural Land Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Agricultural Land Easement. If any provision is found to be invalid, the remainder of the provisions of this Agricultural Land Easement, and the application of such provision to persons of circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

6.14. Availability or Amount of Tax Benefits. Grantee and NCDA&CS, acting by and through the NCADFP Trust Fund make no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to Grantor or any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Agricultural Land Easement or other transaction associated with the donation of this Agricultural Land Easement. This donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. Grantee and NCDA&CS make no warranty, representation or other assurance regarding the value of this Agricultural Land Easement or of the Protected Property. As to all of the foregoing, Grantor is relying upon Grantor's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon Grantee or NCDA&CS or any legal counsel, accountant, financial advisor, appraiser or other consultant of Grantee or NCDA&CS. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs involving Grantor or Grantor's heirs, successors or assigns or other similar matter, then Grantee and NCDA&CS shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by Grantee in responding or replying thereto.

6.15. Warranties and Representations of Grantor. By signing this Agricultural Land Easement, Grantor acknowledges, warrants and represents to Grantee that:

(a) Grantor has had the opportunity to be represented by counsel of Grantor's choice and fully understands that Grantor is hereby permanently relinquishing property rights which would otherwise permit Grantor to have a fuller use and enjoyment of the Protected Property.

(b) There are no recorded or unrecorded leases or other agreements for the production of minerals or removal of timber from the Protected Property which would, if any of the activities permitted under such lease or other agreement was undertaken by Grantor, violate the covenants or restrictions in this Agricultural Land Easement or otherwise defeat the conservation Purpose.

TO HAVE AND TO HOLD this Deed of Agricultural Land Easement unto Grantee and the United States and their successors and assigns, forever.

IN WITNESS, the Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:

By: _____ _____

Date: _____ Date: _____

_____ _____

Date: _____ Date: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this ____ day of _____, 20___.

_____ (stamp)
Notary Public
My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this ____ day of _____, 20___.

_____ (stamp)
Notary Public
My commission expires: _____

GRANTEE:

By: _____
_____(Title)

NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of _____ County, North Carolina do hereby certify that _____ personally appeared before me this day and acknowledged that (s)he is _____of the Board of the _____ and that by authority duly given and as the act of the District, the foregoing instrument was signed by ___ in behalf of the _____

Witness my hand and official stamp or seal this ____ day of _____, 20___.

_____ (stamp)
Notary Public
My commission expires: _____

ACCEPTANCE OF PROPERTY INTEREST BY THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The North Carolina Department of Agriculture and Consumer Services, an agency of the State of North Carolina, hereby accepts and approves the foregoing Agricultural Land Easement, and the rights conveyed therein, on behalf of the State of North Carolina.

By: _____
Jonathan T. Lanier
N.C. Department of Agriculture and Consumer Services

NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Jonathan T. Lanier, personally appeared before me this day and acknowledged that due execution of the foregoing instrument.

Witness my hand and official stamp or seal this _____day of_____, 20_____.

_____
Notary Public
My commission expires: _____

List of Exhibits

EXHIBIT A – Legal Documents
Exhibit A-1: Legal Description of the Protected Property
Exhibit A-2: Plat Showing A Boundary Survey & Conservation Easement

EXHIBIT B – Overview Maps
Exhibit B-1: Regional Context Map
Exhibit B-2: Multi-Easement Context Map
Exhibit B-3: Easement Area Context Map

EXHIBIT C – Current Conditions and Description Map
Exhibit C-1: Easement Area Description Map
Exhibit C-2: Easement Area Soils Map
Exhibit C-3: Current Conditions & Natural Resources Inventory Certification

EXHIBIT D – Easement Farmstead Locations
Exhibit D-1: Easement Area Farmstead 1 Map

EXHIBIT E- Easement Existing Impervious Surfaces
Exhibit E-1: Easement Existing Impervious Surface Map
Exhibit E-2: Easement Impervious Surface Calculations

I. Purpose

The N.C. Agricultural Development and Farmland Preservation (ADFP) Trust Fund, administered by the Farmland Preservation Division of the N.C. Department of Agriculture & Consumer Services, provides grants for agricultural conservation easements on family farms throughout the state of North Carolina.

The ADFP Trust Fund will "hold grantees accountable for the expenditure of State funds by performing monitoring and oversight functions," in accordance with Administrative Code 09 NCAC 03M "Uniform Administration of State Grants" and Subsection .0400, pursuant to N.C.G.S. 143C-6-22 & 23. The ADFP Trust Fund will work with the grantee to ensure compliance with the terms and conditions of the easement. Monitoring is necessary to make certain the easements are maintained while ensuring a productive relationship between the funding source (ADFP Trust Fund), grantee (counties or private nonprofit conservation organizations, according to N.C.G.S. 106-744), and landowner.

II. Definition of Agricultural Conservation Easements

According to N.C.G.S. 106-744, an "agricultural conservation easement" means a negative easement in gross restricting residential, commercial, and industrial development of land for the purpose of maintaining its agricultural production capability. Agricultural conservation easements may be perpetual or term-limited in duration. The agricultural conservation easement may permit the creation of not more than three lots that meet applicable county zoning and subdivision regulations, provided it is allowed in the original recorded easement.

III. Involved Parties

The ADFP Trust Fund, administered by the Commissioner of Agriculture, is the funding source for purchasing conservation easements. The ADFP Trust Fund has full-time staff administratively located in Raleigh, North Carolina. Part-time field staff members are located remotely throughout the state. The ADFP Trust Fund Document Specialist is the monitoring program manager, unless otherwise designated by the Farmland Preservation Division Director. Field staff members will conduct on-site monitoring, unless otherwise directed by the Document Specialist.

The ADFP Trust Fund Advisory Committee is administratively located within the N.C. Department of Agriculture and Consumer Services. The Advisory Committee will advise the Commissioner on the prioritization and allocation of funds, the development of criteria for awarding funds, guidelines for monitoring easements and projects, program planning, and other areas where monies from the ADFP Trust Fund can be used to promote the growth and development of family farms in North Carolina.

Grantees are counties or private nonprofit conservation organizations. Grantees are the first point of contact for monitoring conservation easements and discussing potential violations of contracts and/or recorded easements. Grantees are required to monitor the easement at least once a year and complete annual monitoring reports for the length of the term of the easement.

Landowners will work with grantees to ensure compliance with the terms and conditions of conservation easements and will be notified of site visits by the grantee.

IV. ADFP Trust Fund Monitoring Roles and Responsibilities

The ADFP Trust Fund monitoring methods include, but not limited to:

- Site visit: ADFP Trust Fund staff will make every effort to coordinate site visits with the grantee's monitoring schedule. ADFP Trust Fund staff will physically visit easement. ADFP Trust Fund staff will notify grantee and seek permission from landowner.
- In-office: ADFP Trust Fund staff will review grantee monitoring reports and verify information.

Site visit protocol for ADFP Trust Fund staff:

- Contact grantee about site visit. Site visits will be coordinated to the extent possible with the grantee's annual monitoring visit schedule.
- Review completed "Grantee Monitoring Checklist – Perpetual or Term Easement."
- Ensure landowner has been notified of site visit.
- Site visit can be conducted on foot or by vehicle.
- Compile documentation, including, but not limited to, photographs and data.
- Complete "ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement."
- Complete "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" if necessary.
- Site visit will occur every three (3) years, unless otherwise directed.

In-office monitoring protocol for ADFP Trust Fund staff:

- Review completed "Grantee Monitoring Checklist – Perpetual or Term Easement."
- Review the most current aerial photography data available (e.g. GIS via Multi-Hazard Threat Database (MHTD), Google Earth, etc.).
- Complete "ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement."
- Complete "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" if necessary.
- In-office monitoring will be completed in the years when site visits do not occur.

Incident report protocol for ADFP Trust Fund staff:

- The "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" must be filed if a grantee reports a violation or if ADFP Trust Fund staff discovers a violation during a site visit or in-office monitoring.
- The completed "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" will be submitted to the Program Director for review, investigation, and/or corrective action.
- If an incident report is filed, the subsequent year a site visit will occur. The monitoring schedule (site visit, in-office, in-office, site visit) will be reset each time an incident report is filed.
- The appropriate NCDA&CS staff will formally notify grantee via letter of violation or potential violation.
- Thirty days from the date of notification of a violation, the grantee, with landowner cooperation, shall submit a Plan of Corrective Action to the ADFP Trust Fund Staff. The Plan of Corrective Action must be a comprehensive plan detailing the corrective action that will be taken to remedy all violations and bring the easement area back in compliance. The ADFP Trust Fund staff will work with grantee and landowner for correction.

V. Grantee Monitoring Responsibilities and Expectations

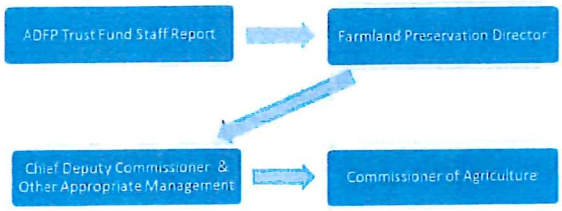
Grantees will complete and submit "Grantee Monitoring Checklist – Perpetual or Term Easement" to ADFP Trust Fund office annually on or before December 31. In January, ADFP Trust Fund staff will coordinate to the extent possible with the grantee's annual monitoring visit schedule for easements due for a site visit. Grantees are encouraged to submit tentative site visit schedule to ADFP Trust Fund office

ninety (90) days prior to first scheduled site visit. As subsequent site visits are scheduled throughout the year by the grantee, the ADFP Trust Fund office will be notified in a timely manner of site visits due for that calendar year.

Failure to file annual monitoring reports on or before December 31 of each year shall constitute a violation of the easement and the grant contract.

VI. Additional Guidance and Reference – Dispute Resolutions

For issues in dispute, the ADFP Trust Fund Staff will report such differences to the Farmland Preservation Director. If the Farmland Preservation Director is unable to find a resolution, the Director will review with the appropriate NCDA&CS management for assistance and instruction, e.g. Office of the General Counsel, Chief Deputy Commissioner, and Commissioner of Agriculture. See chart below.



ADFP Trust Fund Staff are to follow appropriate approved ADFP Trust Fund Policies and Guidelines as directed by the ADFP Trust Fund Advisory Committee and the Commissioner of Agriculture, i.e. ADFP Trust Fund Grantee Eligibility Classification.

VII. Monitoring Documents

The following documents will be used for the monitoring of conservation easements:

- Grantee Monitoring Checklist – Perpetual or Term Easement
- ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement

VIII. Document Filing, Retention, and Disposal

All completed reports, including maps from GIS and supplemental documentation from grantees, will be scanned for electronic storage and printed for paper files. The North Carolina State Property Office, Land Asset Maintenance database (http://www.ncspo.com/fis/dbLandAsset.aspx) lists all ADFP Trust Fund funded easements. Electronic copies of monitoring documents will be stored on the ADFP Trust Fund server and SharePoint page.

All monitoring documents will be filed, retained, and disposed pursuant to the ADFP Trust Fund records retention schedule.

OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

THIS OPTION TO PURCHASE A CONSERVATION EASEMENT ("Option") is made this 12th day of December_____, _2018_____ by and between Charlie M. Dixon, Jr. and Vera Jean Dixon, ("Seller"); and the Beaufort Soil and Water Conservation District ("Buyer").

RECITALS

A. For the purposes of notice, the addresses of the parties to this Option are:

SELLER:	BUYER:
669 CC Road Vanceboro, NC 28586	Agricultural Center, 155C Airport Road Washington, NC 27889

B. Property legal description as described at Register of Deeds (County Deed Book and Page)

County	Deed Book and Page	Parcel Identification Number (PIN)
Beaufort	Book 809, Page 682	5662240407

C. It is the intention of both the Seller and Buyer that +/- 48.29 acres of the Property is preserved with conservation easements and maintained for the preservation of use as crop, horticulture or forestry as described in N.C. General Statue 106 Article 61.

D. Seller acknowledges that Buyer enters into this Option in its own right.

E. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic, and recreational lands.

F. Seller acknowledges that Buyer enters into this Option Agreement as an initial step in the purchase of a conservation easement on +/- 48.29 acres of the Property. The value of the conservation easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and other funding partner agencies such as USDA or military.

G. By entering into this Option, Seller acknowledges that it will obtain independent tax counsel and be solely responsible for compliance with any requirement of the Code to substantiate the value of the conservation easement if claiming an IRS charitable contribution.

NOW, THEREFORE, for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Seller hereby voluntarily grants and conveys to the Buyer, and the Buyer hereby voluntarily accepts the exclusive and irrevocable option to Purchase a Conservation Easement on +/- 48.29 acres on the Property.
This option is given on the following terms and conditions:

1. **OPTION PERIOD.** This option shall remain in effect through four years from the date of the signatures in this contract.

2. **EXERCISE.** All rights granted by this Option shall be exercised upon posting, by certified mail, a written notice to the Seller at the first address stated in the Recitals above. Exercise shall be deemed timely if such written notice is mailed on or before the date set forth in Paragraph 1 above.

3. **CONSERVATION EASEMENTS.** The Conservation Easement on the Property to be conveyed by Seller

to Buyer, should Buyer exercise the Option granted herein, shall be in a form similar to the form of the draft conservation easement of the **ADFP Trust Fund Model Conservation Easement or other applicable partnering conservation easements** as described in this contract and at www.ncadfp.org with such additional changes or modifications requested by Seller or Buyer, and agreed to by both parties with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners.

4. **PURCHASE PRICE.** The total purchase price of the Conservation Easement +/- 48.29 acres shall be payable in cash at closing. The fair market value of the Conservation Easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners. The Conservation Easement shall be fixed as noted on the attached land map.

5. **CLOSING.** Closing will take place at the offices of the Buyer's closing attorney or at such other place as the parties may mutually agree when the conditions for closing set out in this Option have been met.

6. **TITLE.**

(a) At closing, the Seller will convey the Conservation Easements to the Buyer. At the time of conveyance, the Property shall be free and clear of all liens, encumbrances, restrictions, rights or exceptions except for exceptions of record approved by Buyer.

(b) During the period of time between execution of this Option and the recordation of the Conservation Easements, should Buyer exercise the Option granted herein, Seller shall not encumber the Property nor shall they grant any interest in the Property to a third party without the prior written consent of Buyer.

7. **TITLE DEFECTS.** Buyer, at its expense, will have the title to the Properties examined. If for any reason the Seller cannot deliver the Conservation Easements at closing with title to the Properties in the condition required by Section 6 of this Option, Buyer may elect to: (a) accept the Conservation Easements with title to the Property as it is; (b) refuse to accept the Conservation Easements in which case the consideration paid for this Option shall be refunded; or (c) allow the Seller additional time to pursue all reasonable efforts to correct the problem, including bringing any necessary quiet title actions or other lawsuits. If Buyer elects to refuse to accept the Conservation Easements, or Seller desires to not pursue reasonable efforts to correct the problem, the rights pursuant to the Option granted herein shall be null and void and the rights of the parties hereto shall terminate, with neither party hereto having any further right or obligation one against the other pursuant to the terms hereof.

8. **DOCUMENTS FOR CLOSING.** The Seller shall execute and deliver at closing the Conservation Easements, any owner's affidavits or documents required by the Buyer's title insurance company to remove the standard title policy exceptions, and any other documents necessary to close in accordance with the terms of this Option.

9. **ACCESS.** The Buyer's obligations under this Option (if exercised) are contingent upon the Property having recorded, appurtenant, insurable legal access to a public road sufficient to allow the Buyer access to the Property to monitor the Conservation Easements.

10. **CONDITION OF PROPERTY.** During the period of time between execution of this Option and exercise of this Option, Seller shall do nothing to or with regard to the Property that shall damage or degrade the property, significantly alter its present appearance and value, or otherwise violate the terms of the proposed Conservation Easements. In the event of any adverse change in the condition of the Property, the Buyer may refuse to accept the Conservation Easements, in which case the consideration paid for this Option shall be refunded.

11. **ENCUMBRANCES.** Seller shall not during the period of time this Option remains in effect sell, contract to sell, encumber or lease the Property, or do any other act which might affect the title or value of the

property or the ability to enter the Conservation Easements.

12. **RIGHT OF ENTRY AND INSPECTION.** During the period of time this Option remains in effect, Buyer shall have the right, at its expense, to enter upon the Property at reasonable times to conduct an environmental inspection and assessment to detect hazardous or toxic substances, to have the title to the Property examined, and for other reasonable purposes related to this transaction. Buyer shall give notice in writing to Seller of any defects and objections to the title and Seller shall clear the title of defects and objections so specified within forty-five (45) days after notice thereof. In the event Seller cannot correct defects in or objections to the title so as to be able to deliver good and merchantable title free and clear of all liens, encumbrances, restrictions, and easements, Buyer may, at its election, cancel this Option, in which case the consideration paid for this Option shall be refunded. Based upon the results of the environmental inspection and assessment, the Buyer may elect to refuse to accept the conservation easement, in which case consideration paid for this Option shall be refunded.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby warrants and represents to Buyer the following matters and agrees to indemnify, defend and hold Buyer harmless from any loss or liability relating to these matters, with the intent that these representations, warranties and indemnities shall survive closing.

a. Title to the Property/Authority. Seller is the sole legal owner of the Property in fee simple. The Property is not now subject to any written or oral lease, option, or agreement of sale. To the best of Seller's knowledge and belief, the Property is not now subject to any claim or legal proceeding except as set forth herein. Seller has the full power and authority to execute this Option and all agreements and documents referred to in this Option and to fully perform as required by this Option.

b. Condition of Property. Seller is not aware of any facts that would have adverse effect on the efficacy of the Conservation Easements in protecting the conservation values set forth in the Conservation Easements.

c. Hazardous Materials. The Property is not now nor, to the best of the knowledge and belief of the Seller, has it ever been used for the manufacture, use, storage or disposal of any hazardous or toxic substance, material or waste within the meaning of any applicable environmental statute, ordinance, or regulation. No hazardous or toxic substance, material or waste, including without limitation asbestos or material containing or producing polychlorinated biphenyls (PCBs), is presently stored or located on the Property at levels greater than natural background concentrations. The Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any hazardous or toxic substance, material, or waste.

d. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.

e. Non-foreign Status. To inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, Seller hereby certifies that Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law. Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment, or both.

f. No brokers. Seller represents that they have not engaged the services of a real estate broker in the sale or purchase, respectively, of any interest in this Property, and agree to indemnify Buyer from all such claims or liabilities resulting therefrom.

14. **NOTICE.** Any notice, consent or other communication permitted or required by this Option shall be in writing, and shall be given to the applicable party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery. Unless and until changed by written notice to the other party hereto, the addresses for notices given pursuant to this Option shall be the

addresses listed for each party in Paragraph A of the Recitals above.

15. **LIQUIDATED DAMAGES; DEFAULT; SPECIFIC PERFORMANCE.**

a. Liquidated Damages. In the event that (i) all of the conditions to this Option for the benefit of the Buyer shall have been satisfied, or waived by the Buyer, (ii) Seller shall have fully performed or tendered performance of their obligations under this Option, and (iii) Buyer shall be unable or shall fail to perform its obligations under this Option, then the entire amount of the consideration paid for this Option shall be retained by Seller as liquidated damages under this Option, and Buyer shall have no further liability to Seller. Buyer and Seller hereby acknowledge and agree that Seller's damages would be difficult or impossible to determine, that the amount of the consideration for this Option is the parties' best and most accurate estimate of the damages Seller would suffer in the event the transaction provided for in this Option fails to close, and that it is reasonable under the circumstances existing as of the date of this Option. Buyer and Seller agree that Seller's right to retain the consideration shall be the sole remedy of Seller in the event of a breach of this Option by the Grantee.

b. Default and Specific Performance. If Seller defaults under this Agreement and fails to cure the same within thirty (30) days of written notice thereof, BUYER may elect, at Buyer's sole option: (i) to terminate this Option and be released from its obligations hereunder, in which event the consideration paid shall be returned to Buyer; or (ii) to proceed against Seller for specific performance of this Option. In either event, Buyer shall have the right to seek and recover from Seller all damages suffered by Buyer as a result of Seller's default in the performance of its obligations hereunder. Damages may include reasonable expenditures performed on behalf of Seller in good faith to fulfill the Option. These include but not limited to travel, administrative, surveying, legal and specialized service fees, appraisals, documentations and reports pertaining to conservation easement implementation associated with the Option.

c. Other remedies. In addition to any other remedy specifically set forth in this Option, Buyer has the right to enforce the provisions of this Option through an action for injunctive relief or damages or through other proceedings in law or equity. The election of any one remedy available to Buyer under this Option shall not constitute a waiver of other available remedies.

16. **BINDING EFFECT.** This Option becomes effective when signed by parties hereto and shall then apply to and bind Seller and Buyer and their respective, heirs, executors, administrators, successors, and assigns.

17. **COMPLETE AGREEMENT.** This Option constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Option or any written amendment shall be binding upon the parties.

18. **NOTICE OF OPTION.** Should this Option Agreement not be recorded, the parties agree to execute a Memorandum of Option for recording purposes if requested by either of the parties hereto, to be prepared and recorded at the expense of the requesting party.

19. **MISCELLANEOUS.**

a. No waiver. No provision of the Option shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by both parties. No act or failure to act by a party shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.

b. Holidays. If any date set forth in this Option or computed pursuant to this Option falls on a Saturday, Sunday, or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

c. Attorneys' fees. In the event of any breach or default hereof by a party, the non-defaulting party shall be entitled to bring an action to recover its costs and expenses of litigation and settlement, including, without limitation, attorneys' fees and expenses, court costs, settlement costs, and

experts' costs and fees.

d. Survivability. The provisions of this Option shall survive the closing of the Conservation Easement donation to Buyer.

e. Successors. This option and the contract resulting from the exercise thereof shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties.

IN TESTIMONY THEREOF, the parties have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in their corporate names by their duly authorized representatives as of the dates indicated below.

SELLER:

Printed Name: Charlie M. Dixon Jr. Vera Jean Dixon

Signature: Charlie M. Dixon Jr. **Date:** 12-12-18

Vera Jean Dixon 12-12-18

SEAL-STAMP

Kathleen Mosher
Notary Public
Beaufort County, NC
My Commission Expires 12/9/22

NORTH CAROLINA, Beaufort **County**

The undersigned, a Notary Public for said County and State, does hereby certify that Charlie M Dixon Jr. Vera Jean Dixon personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on December 12, 2018.

Notary Public

My commission expires:
12/9/22

Kathleen Mosher
Notary Public
Beaufort County, NC
My Commission Expires 12/9/22

BUYER:

Printed Name: James Allen

Signature: James Allen **Date:** 12-12-18

SEAL-STAMP

Kathleen Mosher
Notary Public
Beaufort County, NC
My Commission Expires 12/9/22

NORTH CAROLINA, Beaufort **County**

The undersigned, a Notary Public for said County and State, does hereby certify that James Allen, **as** Chairman (official title) of Beaufort Soil and Water Conservation District personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on December 12, 2018.

Notary Public

My commission expires:
12/9/22

Conservation Easement Option Map:
Map to provide total estimated acres to receive to agricultural conservation easement. Any areas not the receive the agricultural conservation easement such as farmsteads must also be defined.

Certifications and Assurances

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

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

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

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

---

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

Beaufort SWCD - Ag Center	669 CC Road
155C Airport Road	Vanceboro, NC 28586
Washington, NC 27889	

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Beaufort Soil and Water Conservation District

Grantee Organization Name

Signature of Authorized Representative — Date: 9/23/19

James Allen — Chairman

Printed Name of Authorized Representative — Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: 616168266
Contract Number: 19-035-4028 Amendment Number: N/A
Grantee Name: Beaufort Soil and Water Conservation District
TAX ID Number: 56-6001521
Fiscal Year Ends: June 30

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.
The Beaufort Soil and Water Conservation District has been in existence since 1963. There are three District employees and two USDA-NRCS employees that assist the citizens of Beaufort County with problems dealing with erosion and water quality through both technical and financial assistance.

2. Current project timeline: Begin 7/01/19 End 6/30/21

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)
Through a conservation easement, a family farm will remain a working farm or forestry habitat for generations to come. Development potential will be eliminated.

4. The Grantee's WEB URL: http://www.co.beaufort.nc.us

5. * Grantee County of Residence: Beaufort Congressional District#: 3
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. **County of Benefit:

			County Name:
Single County:	☒ Yes	☐ No	Beaufort
Statewide:	☐ Yes	☐ No	
Regional:	☐ Yes	☐ No	

7. If the answer to question number 6 is more than one county or "Regional", list the counties receiving benefit.

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: List only county or counties in which funding will be spent and/or food commodities will be received.

Attachment E

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.	
Date:	9/23/19
Legal Applicant Organization/Agency Name:	Beaufort Soil and Water Conservation District
Federal Tax Identification Number:	56-6001521

SECTION II.

Certification:
By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)	
Board Chair, Executive Director, etc.	**Financial Representative, Treasurer, etc.**
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title: James Allen, Chairman	Print Name & Title: Anita C. Radcliffe, Chief Financial Officer
Signature:	Signature:

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: Billy Lassiter Chief, Beaufort County Animal Control
Carnie Hedgepeth Director, Beaufort County Emergency Services

Agenda Title: Receive North Carolina Veterinary Medical Association Animal Shelter grant

Summary of Information: Chief Lassiter, working closely with animal advocate Mary Cervini, applied for and was awarded a North Carolina Veterinary Medical Association Animal Shelter Grant in the amount of $2,500. This grant is focused on the overall betterment of shelter animals in general.

Animal Control plans to use this grant for creating an outside fenced in exercise area for shelter animals and the public. The area planned for this addition is the wooded area behind the animal shelter owned by Beaufort County. This project will require a thinning of trees, placing a perimeter fence, and putting down some "pea gravel" as a walking trail.

Ongoing maintenance of this area will be absorbed in the current animal control budget.

Submitter Recommendations/Motions: Accept receipt of North Carolina Veterinary Medical Association Animal Shelter Grant. Approve budget amendment to transfer funds from the North Carolina Veterinary Medical Association Animal Shelter Grant to the Animal Control budget for project completion.

Attachments:
Budget Amendment

Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 5-3-21

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0600-470000	Public Safety Grant	2500	
10-4380-554002	Capital Outlay – Buildings	2500	

Department Justification:

To appropriate funds from Petco – 2020 Animal Sheltering & Adoptions grant.

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. _____	

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: Billy Lassiter Chief, Beaufort County Animal Control
Carnie Hedgepeth Director, Beaufort County Emergency Services

Agenda Title: Receive Petco Love Animal Shelter Grant

Summary if Information: Chief Lassiter, working closely with animal advocate Mary Cervini, applied for and was awarded a Petco Love grant in the amount of $20,000. This grant is focused on the overall betterment of shelter animals in general.

Animal Control plans to use this grant for creating an outside fenced in exercise area for shelter animals and the public. The area planned for this addition is the wooded area behind the animal shelter owned by Beaufort County. This project will require a thinning of trees, placing a perimeter fence, and putting down some "pea gravel" as a walking trail.

Ongoing maintenance of this area will be absorbed in the current animal control budget.

Submitter Recommendations/Motions: Accept receipt of Petco Love Animal Shelter Grant. Approve budget amendment to transfer funds from the Petco Love Animal Shelter Grant to the Animal Control Budget for project completion.

Attachments:
Budget Amendment
Petco love Grant Award Letter

Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 5-3-21

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0600-470000	Public Safety Grant	20,000	
10-4380-554002	Capital Outlay – Buildings	20,000	

Department Justification:

To appropriate funds from Petco -2020 Animal Sheltering & Adoptions grant.

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. _____	

petco love
A NONPROFIT CHANGING LIVES

April 7, 2021

Dear Petco Love partner,

On behalf of everyone at Petco Love, we are pleased to provide you with the enclosed grant award in response to your application for our 2020 Animal Sheltering & Adoptions grant cycle. These funds may be used for any lifesaving purpose. Please see your grant approval email for instructions on how to properly acknowledge Petco Love as well as the link to the digital toolkit to help you celebrate your award.

We're honored to partner with your organization and invest in your lifesaving efforts. We celebrate your commitment to animals and thank you for all that you do on behalf of pets and the people who love and need them.

All of us at Petco Love thank you for your lifesaving work that makes a difference everyday for animals in need.

Susanne Kogut
President
Petco Love

P.S. Petco Love (formally Petco Foundation) desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to Petco Love and that any thank you letters be sent by email only to foundationpartners@petcofoundation.org. We welcome and appreciate recognition on social media, on your website, or in other print and digital communications. We ask that this recognition thank Petco Love, Petco and/or our Petco store partners collectively rather than individual employees of Petco or Petco Love.

Petco Foundation aka Petco Love is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930

Beaufort County
Agenda Abstract

Meeting Date: May 3, 2021

Agenda Section: Item for Decision

Presenter: Carnie Hedgepeth Director, Beaufort County Emergency Services

Agenda Title: Hazard Mitigation State Centric Implementation

Summary of Information: Beaufort County has a long history of supporting its citizens through hazard mitigation. Beaufort County has assisted numerous homeowners with receiving hazard mitigation funds for rebuilding, elevation, and selling property damaged from natural disasters such as hurricanes. Although there is always local work to be done, Beaufort County has utilized outside agencies through contract to assist with management of the mitigation process.

North Carolina has introduced a new plan "Hazard Mitigation State Centric Implementation" which is designed to allow the State of North Carolina to serve as the manager for Beaufort County mitigation. This will be done at no cost to the county. The state plan requires local governments to "opt in" to their plan. If a local government does no "opt in', there are new stringent requirements that local governments must adhere to continue managing their own hazard mitigation plan.

Submitter Recommendations/Motions: It is our recommendation Beaufort County government "opt in" to the State Centric plan.

Attachments:
Hazard Mitigation State Centric Implementation

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

March 26, 2021

MEMORANDUM

TO: HMGP Sub-Applicant Designated Agents
HMGP Sub-Applicant Emergency Management Directors

THRU: Michael A. Sprayberry, Director
North Carolina Department of Public Safety

FROM: Steve McGugan, Assistant Director, Hazard Mitigation Section
North Carolina Department of Public Safety

SUBJECT: Hazard Mitigation State Centric Implementation

North Carolina Emergency Management (NCEM), Hazard Mitigation (HM) Section is implementing the Hazard Mitigation Grant Program (HMGP) State Centric work plan for DR-4393 (Hurricane Florence), DR-4412 (Tropical Storm Michael) and DR44-65 (Hurricane Dorian). This is exciting news for the State and for sub-applicants because it allows the State to serve as the applicant and sub-applicant for all HM grants. HM will manage and pay for contract work related to the awarded grants and assists the sub-applicants by removing the financial and management burden of completing all the work awarded under each grant. We further expect to be approved by FEMA to maintain the State Centric model for all Disaster and Non-Disaster grants in the future.

The primary responsibility of the HM Section is to administer and provide ongoing technical assistance and customer service to any and all sub-applicants of the following mitigation grants: Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure in Communities (BRIC), and Flood Mitigation Assistance (FMA). The HM Section also administers State of North Carolina mitigation grant funds when appropriated by the General Assembly. The HM Section has evolved and grown to be able to support all of our state and citizens with effective and timely grant management, focused on delivering disaster survivors support as soon as possible. Due to this unpresented growth and program development, FEMA is allowing North Carolina to be the first state in the Union to offer this State Centric approach to grants management.

What does this mean for a sub-applicant if you take advantage of the State Centric Plan?

When the State/sub-applicant is awarded a Hazard Mitigation grant, the State will promptly begin the work required to meet the Scope of Work (SOW) of the grant. The State will obtain

MAILING ADDRESS:
4238 Mail Service Center
Raleigh, NC 27699-4238

www.ncdps.gov/ncem

OFFICE LOCATION:
200 Park Officers Dr
Durham NC 27713

Telephone: (919) 873-5847

An Equal Opportunity Employer

the contractors, oversee all project work, pay all invoiced work and close out the projects on our sub-applicant's behalf. The State will work with each sub-applicant's staff to communicate with grant recipients so they are informed and have predictability when work will be completed on their homes. The State will also direct contractors to hire local as much as possible so funds are directed into the sub-applicant's communities. The State will also provide management costs to sub-applicants for any work their employees do assisting the HM staff working in their counties. In the end, it is a win-win for everyone because the State will use its contracting powers to complete work quickly. Since the State will be managing the contracts, sub-applicants will not need to budget money to pay contractors and wait for reimbursements. The State will do all of the project management reducing project management burdens on limited staffs. Finally, the State's efforts will negate a sub-applicant's need to contract out for consultants to do the grant's SOW at a potential higher cost than the Management Cost funds awarded under the grant.

What is required of the sub-applicant to take advantage of the State Centric Plan?

All that is required of the sub-applicant is to request/agree to the State's program. You take advantage of the program immediately by selecting and signing the OPT IN section of the attached form.

What if the sub-applicant wants to do the work themselves?

If the sub-applicant selects to OPT-OUT on the attached form, they must also prepare correspondence to the Secretary of the Department of Public Safety, through the Executive Director of NCEM. This correspondence must be a business plan showing how the sub-applicant will manage the grant's SOW and identify the primary sub-applicant point of contact the HM Section will work with to complete all grant related work. Finally, the business plan must show the sub-applicant possesses the financial and staff capability to complete the awarded grant work within the 3-year period of performance. The enclosed State Centric Plan, specifically Section 4, lays out all of the responsibilities of managing the grant at the sub-applicant level.

NCEM and the HM Section are here to provide full service grant management to every sub-applicant and citizen in the State. We are poised with staff and resources to make the Hazard Mitigation Grant Program work for you in a timely manner while easing your administrative and financial burden. If you have any questions about program details, you can contact the undersigned at 919-873-5843 or email steve.mcgugan@ncdps.gov.

We look forward to working on your behalf!

Steve McGugan
State Hazard Mitigation Officer
Assistant Director/Hazard Mitigation Chief
North Carolina Emergency Management
NC Department of Public Safety

State Centric Election Form for all North Carolina Sub-Applicants

From: _____
(Insert Sub-Applicant Name Above)

Thru: NCEM HM Section
NCEM Executive Director

For: Secretary, Department of Public Safety

Reference: Sub-applicant Selection for State Centric Support for Hazard Mitigation Grants DR-4393 (Hurricane Floyd), DR-4412 (Tropical Storm Michael) and DR-4465 (Hurricane Dorian)

OPT-IN Section

_____ As a sub-applicant for one of the named disasters above, we select to participate in the State Centric Model. We request the State to provide all of the contract and payment support to complete the grant we received from FEMA. We will provide local support to our community by appointing a sub-applicant Point of Contact (POC) who will work with the North Carolina Emergency Management Hazard Mitigation Section on a reimbursement basis to assist in coordinating all work in the jurisdiction.

Sub-Applicant POC:_____.

OPT-OUT Section

_____ As a sub-applicant for one of the named disasters above, we do not wish to participate in the State Centric model for the Hazard Mitigation Grant Program but choose to self-perform all work required to complete the grant. Attached is our plan and timeline for completing all work as required by the grant within the specified Period of Performance (POP). We certify funds have been set aside to rapidly complete this work and will promptly and monthly request reimbursements to demonstrate work is ongoing. We will provide required documentation and justification for all reimbursements, both project work and management costs. We will promptly sign the HMGP grant agreement upon receipt and adhere to all requirements within the grant agreement, specifically reporting, reimbursement and closeout documentation. If at anytime we fail to meet the requirements of this OPT-OUT selection or the terms of the Grant Agreement (GA), we understand the State may terminate the GA and we will automatically move into the State Centric plan with any penalties incurred due to contracted work being cancelled being paid by us, the sub-applicant, with no means of reimbursement through the HM grant.

Sub-Applicant POC: _____

Sub-Applicant Designated Agent: _____ (Printed Name)

Sub-Applicant Designated Agent Signature: _____ DATE _____

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: Christina Smith, P.E., Public Works Director

Agenda Title: Beaufort County Water District VI – Chocowinity/Richland Township and District VII-Richland Township Water and Sewer District Chlorine Conversion Projects

Summary of Information: Beaufort County Water District VI – Chocowinity/Richland Township was awarded a State Drinking Water Reserve funding package of $1,115,000 loan (0%, 20 years) and $1,115,000 grant to convert disinfection facilities from gas chlorine to liquid at existing Southside water treatment plant, two (2) well sites, and two (2) booster pump station sites.

District VII-Richland Township Water and Sewer District of Beaufort County was awarded a State Drinking Water Reserve funding package of $168,000 loan (0%, 20 years) and $504,000 grant to convert disinfection facilities from gas chlorine to liquid at existing Water Treatment Plant 71.

Bids for construction were received on April 8, 2021. The low bidder for both projects (contracts) is Laughlin-Sutton Construction of Goldsboro, NC. The low bids are below available project funds.

Attached are copies of a "Recommendation of Award" for both District VI and District VII that includes a resolution for consideration that awards construction to Laughlin-Sutton Construction for their low bids. The resolutions are for tentative award that is contingent upon the funding agency (Division of Water Infrastructure) providing concurrence of the Board's decision.

Original Project Fund Budget Ordinances were approved on October 2, 2017. Budget for District VII was amended on March 1, 2021.

Submitter Recommendations/Motions: Approve resolutions awarding construction to Laughlin-Sutton Construction for their bid amounts.

Attachments:
1. District VI Recommendation to Award and Resolution
2. District VII Recommendation to Award and Resolution

McDavid Associates, Inc.

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

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

April 20, 2021

Christina L. Smith, P.E., Public Works Director
Beaufort County
111 W. 2nd Street
Washington, NC 27889

SUBJECT: Recommendation of Award
Contract No. 19 - District VI
Chlorination Conversion
2017 Chlorination Treatment
Conversion
Beaufort County Water District VI -
Chocowinity/Richland Township

Dear Christina:

Bids for the subject project were received on April 8, 2021 at 2:00 PM. A list of all bidders and their respective total bid is as follows:

Laughlin-Sutton Construction	$816,200.00
A.C. Schultes of Carolina, Inc.	$847,408.00
Eberhart Construction	$850,000.00

For a more detailed review of individual unit prices please refer to the enclosed tabulation sheet. The low bidder was Laughlin-Sutton Construction who submitted the low bid in the amount of $816,200.00.

Also for your review, please find enclosed a "Resolution Awarding Construction Contract" for Board consideration for approval.

We have reviewed the bids and recommend that the work be tentatively awarded to the low bidder, Laughlin-Sutton Construction for the low bid amount of $816,200.00.

Upon board review and approval, please execute all five (5) copies of the enclosed "Notice of Award" and return all copies to this office, along with one (1) copy of an executed resolution.

I will be happy to meet with you or your board to further review our recommendations or to answer any questions.

Please advise as we may further assist.

Sincerely yours,

McDAVID ASSOCIATES, INC.

Richard B. Moore, P.E.
Farmville Office

RBM/bac

Enclosures

TABULATION SHEET
CONTRACT NO. 19 - DISTRICT VI CHLORINATION CONVERSION
2017 CHLORINATION TREATMENT CONVERSION
BEAUFORT COUNTY WATER DISTRICT VI - CHOCOWINITY/RICHLAND TOWNSHIP
APRIL 8, 2021 AT 2:00 PM
APRIL 12, 2021

08:05 AM
12-Apr-21

Item	Description	Unit	Qty	Laughlin-Sutton Construction Browns Summit, NC		A.C. Schultes of Carolina, Inc. Rocky Point, NC		Eberhart Construction Willow Spring, NC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Repl Chlor Sys for Well Nos. 64-PD & 64-CH	LS	1	$80,800.00	$80,800.00	$97,600.00	$97,600.00	$80,000.00	$80,000.00
2	Repl Chlor Sys for Well Nos. 62-PD & 62-CH	LS	1	$80,800.00	$80,800.00	$97,600.00	$97,600.00	$80,000.00	$80,000.00
3	Doorway & Vent Alts to Room 113 in WTP-61	LS	1	$35,300.00	$35,300.00	$35,000.00	$35,000.00	$70,000.00	$70,000.00
4	Doorway & Vent Alts to Room 114 in WTP-61	LS	1	$31,100.00	$31,100.00	$35,000.00	$35,000.00	$70,000.00	$70,000.00
5	Repl Chlor Sys for WTP-61	LS	1	$173,500.00	$173,500.00	$247,000.00	$247,000.00	$160,000.00	$160,000.00
6	Repl Booster Chlor Sys for BPS-62	LS	1	$137,000.00	$137,000.00	$132,000.00	$132,000.00	$110,000.00	$110,000.00
7	Inst & wiring of relay 615 in SCADA unit G-62	LS	1	$10,500.00	$10,500.00	$2,500.00	$2,500.00	$7,000.00	$7,000.00
8	Site Piping for BPS-62	LS	1	$15,500.00	$15,500.00	$5,000.00	$5,000.00	$36,000.00	$36,000.00
9	Repl ext. doors & frames to chem rooms of BPS-62	LS	1	$20,000.00	$20,000.00	$7,000.00	$7,000.00	$10,000.00	$10,000.00
10	Site landscaping	LS	1	$1,000.00	$1,000.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00
11	bps-62 Soil Testing Allowance	AL	1	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00
12	Stakeout at BPS-62	AL	1	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
13	BPS-62 Site GIS Allowance	AL	1	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00
14	Chlor Pipe Repl Below Floor Slab in BPS-61	LS	1	$3,700.00	$3,700.00	$5,000.00	$5,000.00	$6,000.00	$6,000.00
15	Repl Booster Chlor Sys for BPS-61	LS	1	$137,000.00	$137,000.00	$134,208.00	$134,208.00	$115,000.00	$115,000.00
16	Inst & wiring of relay 615 in SCADA unit G-61	LS	1	$10,500.00	$10,500.00	$2,500.00	$2,500.00	$7,000.00	$7,000.00
17	Site Piping for BPS-61	LS	1	$30,500.00	$30,500.00	$5,000.00	$5,000.00	$35,000.00	$35,000.00
18	Repl ext. doors & frames to chem rooms of BPS-61	LS	1	$20,000.00	$20,000.00	$7,000.00	$7,000.00	$30,000.00	$30,000.00
19	Site Landscaping at BPS-61	LS	1	$1,000.00	$1,000.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00
20	BPS-61 Soil Testing Allowance	AL	1	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00
21	Stakeout at BPS-61	AL	1	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
22	BPS-61 Site GIS Allowance	AL	1	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00
	TOTAL BID				$816,200.00		$847,408.00		$850,000.00

I, Richard B. Moore, P.E., certify that this Tabulation Sheet is correct to the best of my knowledge and belief.

(Signature) 4/12/2021 (Date)

McDAVID ASSOCIATES, INC. CORPORATE SEAL 1572 FARMVILLE, NC

NORTH CAROLINA PROFESSIONAL SEAL 20205 4/12/21 ENGINEER RICHARD B. MOORE

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SECTION 00511

NOTICE OF AWARD

To: Laughlin-Sutton Construction Company

P.O. Box 13226

Greensboro, NC 27415

PROJECT Description: 2017 Chlorination Treatment Conversion

Contract No. 19 - District VI Chlorination Conversion

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated April 8, 2021, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of Eight Hundred Sixteen Thousand Two Hundred and No/100 Dollars ($816,200.00).

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____.

OWNER:

Beaufort County Water District VI -

Chocowinity/Richland Township

By _____

Name Brian M. Alligood

Title County Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 20_____.

CONTRACTOR:

Laughlin-Sutton Construction Company

By _____

Name Lance Pollock

Title Project Manager

END OF SECTION

RESOLUTION
AWARDING CONSTRUCTION CONTRACT
CN 19 – DISTRICT VI CHLORINE CONVERSION
STATE DRINKING WATER RESERVE PROJECT H-SRP-D-17-0093
BEAUFORT COUNTY WATER DISTRICT VI – CHOCOWINITY/RICHLAND TOWNSHIP

WHEREAS, Beaufort County Water District VI – Chocowinity/Richland Township accepted a State Drinking Water Reserve financial assistance offer to convert disinfection facilities at existing Water Treatment Plant 61, Well 61/62, Well 63/64, Booster Pump Station No. 61, and Booster Pump Station No. 62 from gas chlorine to liquid, and

WHEREAS, the Division of Water Infrastructure awarded a $1,115,000 loan (0% interest for 20 year term) and $1,115,000 grant under assigned project H-SRP-D-17-0093, and

WHEREAS, McDavid Associates, Inc. completed final plans and specifications and bids for construction were received on April 8, 2021, and

WHEREAS, Laughlin-Sutton Construction submitted the low bid for Contract No. 19 – District VI Chlorine Conversion in the amount of $816,200.00, and

WHEREAS, the low bid is within available project funds, and

WHEREAS, McDavid Associates, Inc. has developed a Recommendation of Award and recommends tentative award to Laughlin-Sutton Construction for their low bid of $816,200.00,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BEAUFORT COUNTY WATER DISTRICT VI – CHOCOWINITY/RICHLAND TOWNSHIP:

That Contract No. 19 – District VI Chlorine Conversion be tentatively awarded to Laughlin-Sutton Construction for the low bid amount of $816,200.00 subject to concurrence from the Department of Environmental Quality, Division of Water Infrastructure.

That the Chairman and/or County Manager are authorized to execute all documents associated with construction contract award.

Adopted this the _____ day of _____, 2021 at Washington, North Carolina.

_____
Frankie Waters, Chairman
Beaufort County Water District VI – Chocowinity/Richland Township

(SEAL)

ATTEST:

_____
Katie Mosher
Clerk to the Board

McDAVID ASSOCIATES, INC.

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

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

April 20, 2021

Christina L. Smith, P.E., Public Works Director
Beaufort County
111 W. 2nd Street
Washington, NC 27889

SUBJECT: Recommendation of Award
Contract No. 20 - District VII
Chlorination Conversion
2017 Chlorination Treatment
Conversion
District VII - Richland Township
Water and Sewer District of
Beaufort County

Dear Christina:

Bids for the subject project were received on April 8, 2021 at 2:00 PM. A list of all bidders and their respective total bid is as follows:

Laughlin-Sutton Construction	$208,700.00
A.C. Schultes of Carolina, Inc.	$218,408.00
Eberhart Construction	$224,000.00

For a more detailed review of individual unit prices please refer to the enclosed tabulation sheet. The low bidder was Laughlin-Sutton Construction who submitted the low bid in the amount of $208,700.00.

Also for your review, please find enclosed a copy of "Resolution Awarding Construction Contract" for Board consideration for approval.

We have reviewed the bids and recommend that the work be tentatively awarded to the low bidder, Laughlin-Sutton Construction for the low bid amount of $208,700.00.

Upon board review and approval, please execute all five (5) copies of the enclosed "Notice of Award" and return all copies to this office along with one (1) copy of an executed resolution.

I will be happy to meet with you or your board to further review our recommendations or to answer any questions.

Please advise as we may further assist.

Sincerely yours,

McDAVID ASSOCIATES, INC.

Richard B. Moore, P.E.
Farmville Office

RBM/bac

Enclosures

TABULATION SHEET
CONTRACT NO. 20 - DISTRICT VII CHLORINATION CONVERSION
2017 CHLORINATION TREATMENT CONVERSION
DISTRICT VII - RICHLAND TOWNSHIP WATER AND SEWER DISTRICT OF BEAUFORT COUNTY
APRIL 8, 2021 AT 2:00 PM
APRIL 12, 2021

10:59 AM
12-Apr-21

Item	Description	Unit	Qty	Laughlin-Sutton Construction Browns Summit, NC		A.C. Schultes of Carolina, Inc. Rocky Point, NC		Eberhart Construction Willow Spring, NC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Doorway & vent alts to room 112 in WTP-71	LS	1	$14,300.00	$14,300.00	$15,000.00	$15,000.00	$40,000.00	$40,000.00
2	Repl Chlor Sys for WTP-71	LS	1	$180,400.00	$180,400.00	$200,408.00	$200,408.00	$172,000.00	$172,000.00
3	Inst & wiring of relay 2012 in Tank/Well Ctrl Unit A-71	LS	1	$14,000.00	$14,000.00	$3,000.00	$3,000.00	$12,000.00	$12,000.00
	TOTAL BID				$208,700.00		$218,408.00		$224,000.00

I, Richard B. Moore, P.E., certify that this Tabulation Sheet is correct to the best of my knowledge and belief.

(Signature) 4/12/2021 (Date)

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McDAVID ASSOCIATES, INC. CORPORATE SEAL 1972 FARMVILLE, NC

NORTH CAROLINA PROFESSIONAL SEAL 20205 ENGINEER RICHARD B. MOORE 4/12/21

SECTION 00511

NOTICE OF AWARD

To: Laughlin-Sutton Construction Company

P.O. Box 13226

Greensboro, NC 27415

PROJECT Description: 2017 Chlorination Treatment Conversion

Contract No. 20 - District VII Chlorination Conversion

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated April 8, 2021, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of Two Hundred Eight Thousand Seven Hundred and No/100 Dollars ($208,700.00).

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____.

OWNER:

District VII - Richland Township Water

and Sewer District of Beaufort County

By _____

Name Brian M. Alligood

Title County Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 20_____.

CONTRACTOR:

Laughlin-Sutton Construction Company

By _____

Name Lance Pollock

Title Project Manager

END OF SECTION

RESOLUTION
AWARDING CONSTRUCTION CONTRACT
CN 20 – DISTRICT VII CHLORINE CONVERSION
STATE DRINKING WATER RESERVE PROJECT H-SRP-D-17-0089
DISTRICT VII-RICHLAND TOWNSHIP WATER AND SEWER DISTRICT OF BEAUFORT COUNTY

WHEREAS, District VII-Richland Township Water and Sewer District of Beaufort County accepted a State Drinking Water Reserve financial assistance offer to convert disinfection facilities at existing Water Treatment Plant 71 from gas chlorine to liquid, and

WHEREAS, the Division of Water Infrastructure awarded a $168,000 loan (0% interest for 20 year term) and $504,000 grant under assigned project H-SRP-D-17-0089, and

WHEREAS, McDavid Associates, Inc. completed final plans and specifications and bids for construction were received on April 8, 2021, and

WHEREAS, Laughlin-Sutton Construction submitted the low bid for Contract No. 20 – District VII Chlorine Conversion in the amount of $208,700.00, and

WHEREAS, the low bid is within available project funds, and

WHEREAS, McDavid Associates, Inc. has developed a Recommendation of Award and recommends tentative award to Laughlin-Sutton Construction for their low bid of $208,700.00,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DISTRICT VII-RICHLAND TOWNSHIP WATER AND SEWER DISTRICT OF BEAUFORT COUNTY:

That Contract No. 20 – District VII Chlorine Conversion be tentatively awarded to Laughlin-Sutton Construction for the low bid amount of $208,700.00 subject to concurrence from the Department of Environmental Quality, Division of Water Infrastructure.

That the Chairman and/or County Manager are authorized to execute all documents associated with construction contract award.

Adopted this the _____ day of _____, 2021 at Washington, North Carolina.

_____
Frankie Waters, Chairman
Beaufort County Water District VI – Chocowinity/Richland Township

(SEAL)

ATTEST:

_____
Katie Mosher
Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works Director

Agenda Title: Approval of Purchase Order

Summary of Information: On April 13, 2021, a water main culvert crossing in the Pamlico Beach area ruptured. Due to the urgency of the needed repair, the depth of the water main, and the extensive amount of surrounding water, an outside contractor was brought in to make the repair. The contractor responded immediately with sufficient equipment, materials, and labor to make the repair, working through the night to minimize the outage length for the approximately 150 affected customers.

Staff requests that BOC approve the purchase order and re-allocate $50,000 from the contingency line. The balance will be paid from surplus of other salary items.

Submitter Recommendations/Motions: Approve Purchase Order to Herring Rivenbark, Inc. for $75,684.30 and Budget Re-allocation.

Attachments:
1. Budget Reallocation
2. Herring Rivenbark invoice

Beaufort County
Finance

Budget Reallocation Request

Department: Water **Date of Request:** 04/27/21

FY Budget: 2021 **No.** 007

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
60 -7130-512100-	SALARIES-OVER TIME		($10,000)
60 -7130-518100-	FICA 6.2%		($8,360)
60 -7130-544000-	CONTRACT SERVICES	$68,360	
60 -7130-599100-	CONTINGENCY		($50,000)
	TOTAL	**$68,360**	**($68,360)**

Department Justification: (Please provide detailed explanation)

- Emergency water main repair required on the evening of April 13, 2021. Herring Rivenbark responded and directional drilled 240LF of 6" FPVC at night.

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		04/27/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for inter-departmental transfers	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

05/08

Herring & Rivenbark, Inc.

P.O. Box 3425
Kinston, NC 28502
License #3937

Invoice

DATE	INVOICE NO.
4/15/2021	7281277

BILL TO
Beaufort County Water Department 111 W. 2nd Street Washington, NC 27889

TERMS
Due on receipt

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	EMERGENCY AFTER HOURS LEAK REPAIR OLD PAMLICO BEACH ROAD WEST			
1	6" FUSIBLE PVC DR18 PIPE	240	18.77	4,504.80
2	6" GATE VALVE & BOX	2	981.25	1,962.50
3	6" SOLID SLEEVE	2	270.50	541.00
4	6" GRIP RINGS PVC	6	81.55	489.30
5	6" GRIP RINGS C900 PVC	2	68.35	136.70
6	1" TEMPORARY BLOWOFF	1	850.00	850.00
7	LABOR TO DIRECTIONAL DRILL 6" FPVC	240	170.00	40,800.00
8	LABOR TO FUSE 6" FPVC	240	35.00	8,400.00
9	MOBILIZATION	1	3,000.00	3,000.00
10	TIE IN TO EXISTING LINE WITH NEW LINE	2	7,500.00	15,000.00
	DIRECTIONAL DRILLED 240 LF OF 6" FPVC ON OLD PAMLICO BEACH ROAD WEST THIS WORK WAS COMPLETED AS EMERGENCY NIGHT TIME WORK ON APRIL 13, 2021.			

Please pay by this invoice
No statement will be sent.
Thanks!

Total $75,684.30

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: West Overman, Deputy Public Works Diector

Agenda Title: Award Contract for Landfill Operation & Maintenance

Summary of Information: On March 8, 2021, Beaufort County issued a Request for Proposals seeking bids for Operation and Maintenance of the Beaufort County Landfill located at 1342 Hawkins Beach Road. Only one bid was received. A second request was issued on March 29, 2021. A copy of the latest RFP is attached for reference. The scope of the contract includes general maintenance of the grounds, routine inspection of the landfill facility, yard waste management, scrap tire management, and operation of the scales and associated WasteWorks software program. Provisions for emergency operations are included as well. The contract is for a base period of two years, with an option to extend for two additional one-year periods.

Four bids were received on April 21, 2021. Landscaping Unlimited, of Washington, NC(Bath) provided the lowest bid. A bid tabulation sheet is attached. Staff met with Landscaping Unlimited on April 26, 2021 to discuss contract scope, performance requirements, and bid details.

Staff is recommending that, based on costs of operation and usage of the site, landfill hours of operation be reduced to Tuesday, Thursday, and Saturday from 8:00 AM to 4:00 PM. This change would reduce the number of days open for use by the general public from five to three but would add opening on a Saturday.

Submitter Recommendations/Motions: Approve the award of the Landfill Operation & Maintenance contract to Landscaping Unlimited for an annualized amount of $260,500.

Attachments:
1. Bid Tabulation
2. Bid Tabulation with Annual Totals
3. RFP Documents
4. Landscaping Unlimited Bid Form

Bid Tabulation

Bid/Quote Tabulation

Project: RFP SW-FY21-002

Date: April 21, 2021 2pm

Description: Landfill Operation and Maintenance
(as per RFP)

Vendor Name:	Bid Form Complete and Notarized	Bidder Qualifications	References	Acknowledgement of Amendments	Noncollusion Affidavit	Gen. Maint. Qtr. LS	YW Mgmt Qtr. LS	ST Mgmt. Qtr. LS	Operation of Scales		Quarterly Totals		Yard Waste Over 4,000	Scrap Tire Over 1,000	Hourly Operation	
									Opt 1 M-F	Opt 2 T,Th, S	Opt 1 M-F	Opt 2 T,Th, S				
B.E. Singleton & Sons	X	X	X	X	X	$17,000	$22,000	$23,000	$32,000	$32,000	$94,000	$94,000	$5.50	$23.00	$200.00	
Landscaping Unlimited	X	X	X	X	X	$12,000	$18,500	$21,500	$19,750	$13,125	$71,750	$65,125	$25.00	$85.00	$105.00	
Republic Services	X	X	X	X	X	$86,503					$86,503	$86,503	$50.00	$50.00	$40.00	*** included all items in one LS
Select Recycling Waste Services	X	X	X	X	X	$28,440	$34,260	$33,000	$24,680	$21,240	$120,380	$116,940	$50.00	$50.00	$110.00	

590

Authorized Signature / Commissioner :

Witness: Hollie Jones 4/21/2021

Bid Tabulation with Annualized Totals

Company	Quarterly Lump Sums					Quarterly Totals		Annualized Totals		Yard Waste Over 4,000	Scrap Tire Over 1,000	Hourly Operation
	General Maint	Yard Waste Mgmt	Scrap Tire Mgmt	Operation of Scales Opt 1 M-F	Operation of Scales Opt 2 T,Th,S	Opt 1 M-F	Opt 2 T,Th,S	Opt 1 M-F	Opt 2 T,Th,S			
B.E. Singleton and Sons	$17,000.00	$22,000.00	$23,000.00	$32,000.00	$32,000.00	$94,000.00	$94,000.00	$376,000.00	$376,000.00	$5.50	$23.00	$200.00
Landscaping Unlimited	$12,000.00	$18,500.00	$21,500.00	$19,750.00	$13,125.00	$71,750.00	$65,125.00	$287,000.00	$260,500.00	$25.00	$85.00	$105.00
Republic Services***	$86,503.00					$86,503.00	$86,503.00	$346,012.00	$346,012.00	$50.00	$50.00	$40.00
Select Recycling Waste Services	$28,440.00	$34,260.00	$33,000.00	$24,680.00	$21,240.00	$120,380.00	$116,940.00	$481,520.00	$467,760.00	$50.00	$50.00	$110.00

*** included all items in one Quarterly Lump Sum

Request for Proposals
Public Works

Landfill Operation & Management
Beaufort County, North Carolina

Issue Date: **Monday, March 29, 2021**

Bid Due Date: **Wednesday, April 21, 2021 by 2:00 PM**
132 West 2nd Street
Washington, NC

CONTACT PERSONS:

Questions Regarding the Bid Package
Hollie Jones
Purchasing Agent
Phone: (252) 946-0079,x1080
Email: hollie.jones@co.beaufort.nc.us

Questions Regarding the Specifications
West Overman
Deputy Director of Public Works
Phone: (252) 975-0720,x1063
Email: west.overman@co.beaufort.nc.us

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- 4.1 Landfill Maintenance and Operation
- 4.2 Yard Waste Processing
- 4.3 Scrap Tire Processing
- 4.4 Hours of Operation of Scales
- 4.5 Special Operations

Section 5 General Conditions

Section 6 Submission Requirements

Section 7 Bid Forms

SECTION 1 - NOTICE TO BIDDERS

Beaufort County is requesting quotes from experienced Contractors who specialize in landfill management and operations, including yard waste and scrap tire disposal management. The scope of work and all other details and requirements are included in the RFP.

Sealed proposals will be received by the County at the Beaufort County Financial Services Center until **2:00 PM, Wednesday, April 21st, 2021** at which time proposals will be publicly opened and read aloud. Any proposals received later than the specified time will not be accepted or considered. The proposal must be signed by an official authorized to bind the Contractor/Proposer and should be clearly marked ***"Bid Enclosed, Landfill Operation & Maintenance – ATTN: Hollie Jones"*** on the outside of the proposal package or mail carrier envelope. Beaufort County assumes no responsibility for unmarked or incorrectly marked proposals.

A bid tabulation will be available upon request but will not be official until the contract is awarded to the successful proposer by the Board of Commissioners.

Beaufort County reserves the right to reject any or all proposals, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the proposal opening thereof.

From the date of this advertisement until the date of opening the proposals, the RFP is and will continue to be on file in the Beaufort County Purchasing Department, 132 West 2nd Street Washington, NC 27889, during regular business hours, and available to prospective proposers. You can also find it on the website http://co.beaufort.nc.us/ under "Request for Proposals". Inquiries should be directed to Hollie Jones at hollie.jones@co.beaufort.nc.us or (252) 946-0079, x 1080.

Minority/Women owned businesses are encouraged to submit proposals.

SECTION 2 – INSTRUCTIONS

2.1 Schedule

Issue Date	Monday, March 29, 2021
Deadline to Hold a Pre-Proposal Meeting	Wednesday, April 14, 2021 at 3:00 PM
Deadline for Questions	Thursday, April 15, 2021 at 5:00 PM
Deadline for Proposals/Public Bid Opening	Wednesday, April 21, 2021 at 2:00 PM
Bid and Scope Review Meeting with Apparent Low Bidder	Monday, April 26, 2021 at 11:00 AM
Recommendation to Award presented to the Board of Commissioners	Monday, May 3, 2021
Start of Contract	As soon as possible following award of contract

2.2 Instructions to Bidders

2.2.1 Proposals should be submitted as a document set in a sealed envelope clearly marked ***"Bid Enclosed – Landfill Operation and Maintenance"*** and addressed to the County at the following address:

Beaufort County Government
ATTN: Hollie Jones, Purchasing Agent
Financial Services Building
132 West 2nd Street
Washington, NC 27889

2.2.2 The deadline for receipt of all proposals is Wednesday, April 21, 2021 at 2:00 PM, EST. Proposals will be publicly opened and read aloud at this time. Any bids received after the scheduled closing time for the receipt of bids will not be accepted.

2.2.3 No telephone, electronic or facsimile proposals will be considered. Bidders assume the risk of the method of delivery chosen. The County assumes no responsibility for delays caused by the US Postal Service or other delivery services. Postmarking by the due date will not substitute for receipt of actual proposal. Proposals received after the time and date for closing will not be accepted.

2.2.4 Interested bidders may schedule a Pre-Proposal Meeting with management. The deadline for meetings to occur is 3:00 P.M. EST on Wednesday, April 14, 2021. Meetings will be held at the landfill at 1342 Hawkins Beach Road, Washington, NC 27889. Attendees will have the opportunity to discuss the request for proposals and tour the landfill.

2.2.5 After the bid issue date, all communications between the County and prospective Bidders regarding this request for proposals shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be emailed to either hollie.jones@co.beaufort.nc.us or west.overman@co.beaufort.nc.us. All questions concerning this proposal shall reference the section number and page. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum to all known bidders. All questions shall be received no later than 5:00 P.M., EST on Thursday, April 15, 2021.

2.2.6 Should a Bidder find discrepancies in, or omissions from the documents, or should he/she be in doubt as to their meaning, he/she should at once notify the County, and a written Addendum shall be issued if necessary. The County will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the proposal in the attachment provided. In closing of a contract, any addendum issued shall become a part thereof.

2.2.7 Bidders may withdraw, or withdraw and resubmit, their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days.

2.2.8 Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected. Proposals must be notarized.

2.2.9 Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications and/or scope of work.

2.2.10 Each proposal shall note whether Proposer or any individual working on the RFP have a possible conflict of interest and, if so, the nature of that potential conflict. Proposers should err on the side of disclosing potential conflicts, or situations which might have the appearance of conflict. The Beaufort County Board of Commissioners reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The Beaufort County Board of Commissioners' determination regarding any questions of conflict of interest shall be final.

2.2.11 No more than one (1) proposal from any Bidder will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

2.3 Insurance Requirements

2.3.1 Bidder is required to carry and provide proof of the following insurance throughout the term of the contract:

2.3.1.1 General Liability Insurance: $1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

2.3.1.2 Automobile Liability Insurance: $1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.

2.3.1.3 Worker's Compensation: Workers Compensation as required by North Carolina statue.

2.4 Additional Insurance Requirements

2.4.1 The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BEAUFORT COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

2.4.2 Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

2.4.3 Contractor shall have no right of recovery or subrogation against Beaufort County (including its officers, agents, and employees).

2.4.4 It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

2.4.5 Beaufort County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

2.4.6 Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 121 West 3rd Street, Washington, NC 27889, within two (2) days of the cancellation or substantive change of any

insurance policy set out herein. Beaufort County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

2.4.7 The Certificate of Insurance should note in the Description of Operations the following: Landfill Maintenance and Operations.

2.4.8 Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Beaufort County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

2.4.9 Certificate Holder shall be listed as follows: Beaufort County, Attention: Jennifer Banks, Risk Manager 121 West 3rd Street, Washington, NC 27889.

2.4.10 If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

SECTION 3 – BACKGROUND

3.1 Historical and Current Operations

3.1.1 The Beaufort County Sanitary Landfill was previously used to accept all types of solid waste from the residents of Beaufort County. In the early 1990's, the sanitary landfill was closed and capped, and MSW waste began to be transferred to the regional landfill in Bertie County. The County continued to accept other types of waste including demolition debris, yard waste, scrap tires, and white goods.

3.1.2 Current operations of the landfill site consist of disposal and management of yard waste and scrap tires.

3.2 Operational Data

3.2.1 The chart below provides data for tonnage received at the landfill site during the five most recent fiscal years.

Fiscal Year	Vegetative Tonnage	Tires Tonnage
July 2020 – June 2021	2,388**	396**
July 2019 – June 2020	4,075	886
July 2018 – June 2019	3,656	996
July 2017 – June 2018	2,800	1,056
July 2016 – June 2017	4,640	985
***Totals for current fiscal year reflect tonnage received in first two quarters*		

SECTION 4 – SCOPE OF WORK

4.1 Landfill Maintenance and Scale Operation

4.1.1 The Proposer shall provide all personnel, training, equipment, tools, containers, supplies, fuel, and insurance to complete the scope of work and operate the landfill in accordance with all requirements of the North Carolina Department of Environment Quality.

4.1.2 The Proposer shall be responsible for inspecting the site weekly and performing general site maintenance including, but not limited to: repairing erosion on landfill cell slopes; repairing minor leachate outbreaks; maintaining roadways; maintaining storm water conveyance systems; landscape maintenance including over seeding, mowing, bushhogging, and litter removal; maintenance and repairs to signage, fencing, and lighting; and maintenance and repairs to groundwater monitoring well casings.

Contractor is to provide written monthly reports on the condition of the site and needed repairs in the future.

County will provide rock for road maintenance. Proposer will provide an estimate of needed rock in July and January to County. Proposer will use borrow area located adjacent to landfill for borrow material to make needed cap repairs.

4.1.4 The preference is that the landfill be staffed during operating hours by an operator who holds a current SWANA Manager of Landfill Operations (MOLO) certification, or other nationally recognized Solid Waste industry standard.

4.1.5 An office trailer is provided on site. Utilities, including electricity, water, high-speed internet service, and telephone will also be provided for the use of operating the scales and maintaining the landfill. The Proposer shall be a

responsible user of the utilities and shall bear any excessive overage costs that are due to the Proposers negligence or failure to act.

4.1.6 The Proposer shall be responsible for cleaning the office trailer provided. The floors shall be swept and mopped at a minimum of once per week. The computer, printer, and all associated equipment shall be dusted, and air blown cleaned at least once per month.

4.1.7 The Proposer shall be responsible for the daily operation and general cleanliness of existing truck scale. Beaufort County contracts with a third-party vendor for inspection, cleaning, calibration, certification, routine maintenance/repairs, and emergency repairs of the scale. Bidder will be responsible for scheduling and coordinating above referenced activities with the third-party vendor.

4.1.8 The Proposer shall be responsible for maintaining accurate records and providing monthly reports of tonnage received to County staff.

4.1.9 The County will provide a computer and printer to operate the vendor software system. The Proposer shall contact the County's IT contractor directly if computer issues arise.

4.1.10 The proposer shall maintain vendor software system. Customers shall be logged in the system. All payments shall be logged in the computer system immediately upon receipt. Payments shall be maintained and transmitted to county promptly.

4.1.11 The Proposer shall inspect incoming loads to ensure that acceptable waste guidelines are met. Once waste is deemed acceptable, users shall be directed to the appropriate location to unload. If unacceptable, users shall be turned away.

4.1.12 The Proposer shall maintain all weather access to the site and ensure sufficient clear space is provided at all times so as not to impede the safe and efficient unloading of material. Bidder shall notify County semi-annually (January and July) of estimated quantity and type of stone required in the next six months to maintain all-weather access to the site.

4.1.13 The Proposer shall communicate with the County and North Carolina Department of Environmental Quality – Solid Waste Division personnel as needed on matters regarding the operation of the landfill. Inspectors will visit the site occasionally and ask the Proposer to explain how the landfill is maintained and operated.

4.1.14 The Proposer shall actively enforce all County policies related to landfill operations including but not limited to denial of service for unsatisfactory material, delinquent payments, or refusal to pay, etc.

4.2 Yard Waste Processing

4.2.1 The Proposer shall maintain the yard waste collection and processing facility at the County landfill. Yard waste includes grass clippings, leaves, branches, hedge trimmings, and other materials generated through the course of general yard maintenance.

4.2.2 The County contracts with a third-party vendor to grind the yard waste a minimum of two times per year, with at least one occurrence in May or June. Proposer shall schedule and coordinate the grinding with the third-party contractor. After grinding is completed, Bidder shall spread material on-site in compliance with NCDEQ regulations.

4.2.3 Material stockpiles shall be maintained in such manner as to present a neat and organized appearance of the facility, while maintaining sufficient spacing between piles to prevent the spread of fires.

4.2.4 The Proposer shall be required to comply with all yard waste management permit conditions.

4.3 Scrap Tire Processing

4.3.1 The Proposer shall maintain a scrap tire collection facility at the County landfill. The County contracts with a third-party vendor for disposal of the collected scrap tires.

4.3.2 The Proposer will ensure that all require paperwork is completed and retained for every load of scrap tires accepted.

4.3.3 Tires shall be maintained in such manner as to present a neat and organized appearance of the facility.

4.3.4 The Proposer shall be responsible for loading scrap tires into a semi-trailer staged on site by the scrap tire disposal vendor.

4.3.5 The Proposer shall coordinate pickup of the loaded semi-trailer as needed with the scrap tire disposal vendor.

4.4 Hours of Operation of Scales

4.4.1 Hours of operation for the scales shall be priced multiple ways:

4.4.1.1	Option #1	Monday through Friday - 8:00 a.m. to 4:00 p.m.
4.4.1.2	Option #2	Tuesday, Thursday – 8:00 a.m. to 4:00 p.m. Saturday - 8:00 a.m. to 4:00 p.m.

4.4.2 Hours of operation for the scales shall be determined based on usage trends and the best interest of the County.

4.4.3 The County will grant 24-hour access to select haulers. These haulers will be responsible for recording their tonnage. The Proposer will not be responsible for operating the scales for these select haulers after hours; however, the Proposer will be required to enter the tonnages in the WasteWorks computer program.

4.4.4 The hours of operation of the scales shall not limit the Proposer from working other hours in order to complete all required tasks.

4.5 Special Operations

4.5.1 During times of natural disasters (hurricanes, ice storms, etc.) the Proposer may be called to operate the scales at the landfill for extended hours. The Proposers must be able to accommodate this request up to and including during daylight hours, seven days a week.

4.5.2 Vegetative debris collected during these special times may need to be segregated and separated for compliance with FEMA regulations. The Proposer will be responsible to coordinating this effort at the landfill.

SECTION 5 – GENERAL CONDITIONS

5.1 The contract shall be for a base period of two years, with an option to extend for two additional one-year periods, upon consent of all parties. Contract period shall start as soon as possible following award of contract.

5.2 The Contract pursuant to this RFP shall not be assigned to another party without the advance written consent of the Owner.

5.3 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work.

5.4 No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Owner or his/her designee.

5.5 The Contract shall be deemed to be under and shall be governed by, and construed according to, the laws of North Carolina.

5.6 Any litigation arising out of the Contract shall be heard in the Courts of Beaufort County, North Carolina.

5.7 The Proposer hereby certifies that the Contract made pursuant to this RFP is made without prior understanding or agreement with any corporation, firm or person who submitted bids for the Work covered by the Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into the Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

5.8 The Contract, including the RFP, the Proposer's responses, any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind either party hereto.

5.9 Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other Federal, State, or local agencies or authorities.

5.10 The County shall have the right to inspect and accept or reject the Work based upon compliance with the Contract Documents. Contractor shall immediately correct any and all deficiencies identified during this inspection or disclosed to Contractor by County's Representative, or any other authorized representative of the county, at any time. In the event the Contractor fails to correct any deficiencies identified during the County's inspection and disclosed to the Contractor, the County, at its option, may: (1) order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; and/or (2) engage a third party to re-perform, repair or replace the deficient work of the Contractor and shall deduct the cost thereof from the Contract Price otherwise payable to the Contractor.

5.11 Proposers may find instances where they take exception with certain requirements or specifications of the Request for Proposals. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Owner, and a description of the advantage to be gained or disadvantages to be incurred by the Owner as a result of these exceptions. All exceptions shall be noted on ATTACHMENT B – Proposal Form.

5.12 The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the Owner (County of Beaufort). Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the County of Beaufort, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the Owner cannot save and hold harmless and/or indemnify the Proposer and/or the Proposers employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposers employees performed in connection with the contract.

5.13 The Proposer represents and warrants to the Owner that the Proposer has or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel and equipment required to perform the services under this contract. All services required of Contractor hereunder shall be performed by Contractor, or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless or otherwise objectionable.

5.14 The Owner reserves the right to reject any and all proposals, to waive minor irregularities in the evaluation process and to request clarification of, or additional information from any Proposer. The Owner also reserves the right to further negotiate minor modifications with the successful Proposer upon completion of the evaluation process prior to the execution of a final contract. The Owner is not obligated to enter into a contract on the basis of any proposal submitted in response to this document, is under no obligation to award this project to the Proposer having the lowest fee estimate, and reserves the right to award a contract deemed most advantageous for the Owner.

5.15 Prior to the final selection, Proposers may be required to submit additional information which the Owner may deem necessary to further evaluate the Proposer's qualifications. Inspection of equipment to be used on this Contract may also be required.

5.16 Termination Clauses

5.16.1 This Contract may be terminated, without cause, by either party upon sixty (60) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

5.16.2 This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

5.16.3 Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

5.16.4 Authority to Terminate: The Beaufort County Manager is authorized to terminate this contract on behalf of the Owner.

5.17 Non-Appropriation Clause

5.17.1 Contractor acknowledges that Beaufort County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Beaufort County's obligations under this contract, then this contract shall automatically expire without penalty to Beaufort County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Beaufort County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Beaufort County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Beaufort County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Beaufort County upon written notice to Contractor of such limitation or change in Beaufort County's legal authority.

5.18 All payments under the contract resulting from the RFP shall be made only for services requested and approved by the Owner.

5.19 Payment Procedures

5.19.1 Contractor shall invoice Owner once per quarter for work previously completed. Included with the invoice shall be a listing of the dates of service and a summary of the work completed.

5.19.2 In the event total tonnage of yard waste received at the landfill exceeds 4,000 tons annually (July – June), the Contractor shall invoice the Owner for the overage based on a per ton rate once per year. Overage Invoice shall be submitted by July 20th.

5.19.3 In the event total tonnage of scrap tires received at the landfill exceeds 1,000 tons annually (July – June), the Contractor shall invoice the Owner for the overage based on a per ton rate once per year. Overage Invoice shall be submitted by July 20th.

5.19.4 Invoices will not be paid until all work completed is to the satisfaction of the County. Approved invoices are paid net 30 days.

5.20 The Contractor shall hold harmless the County and its elected and appointed officers, agents and employees from and against any and all court actions, legal proceedings, claims, demands, damages, costs, expenses, loss, liability, and attorney fees, arising out of defective material and products, faulty work performance, negligent or unlawful

acts, and non-compliance with any applicable local, state or federal codes, ordinances, orders or statutes including the Occupational Safety and Health Act (OSHA) and State Industrial Safety Act. This guarantee is an addition to and not intended as a limitation on any other warranty, expressed or implied.

5.21 The Contractor shall be fully responsible to the County for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the Contractor is for the acts and omissions of persons directly employed by it.

5.22 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and will continue to comply with these requirements at all times during the term of this Agreement. The Contractor shall also require that all of its subcontractors that perform any work pursuant to this Agreement comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this requirement shall be deemed a material breach of this Agreement.

5.23 The County of Beaufort does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, marital status, genetic identification, political affiliation, or disability in matters affecting employment, or in providing access to programs to employees or in the provisions of goods and services.

SECTION 6 – SUBMISSION REQUIREMENTS

6.1 The Proposer shall provide pricing for services as requested.

6..2 The Proposer shall identify the staffing levels and anticipated equipment obligations that will be assigned to fulfill the requested services.

6.3 The Proposer shall acknowledge if staff currently holds or plans to achieve either SWANA Manager of Landfill Operations (MOLO) certification or other nationally recognized Solid Waste industry standard.

6.4 The Proposer shall document their experience, and past or current awards of other contracts in which they have or are currently providing similar and comparable services. Such experience must be demonstrated within the past five (5) years.

6.5 The Proposer shall provide a minimum of three (3) references from previous or current contract awards within the past five (5) years. The references shall be capable of providing information on the Proposer's abilities to provide a similar level of service, schedule commitments, compliance history with contract terms, fairness in executing the requested services, and any disputes.

6.6 By signing its Proposal, the Proposer acknowledges that it has read and understands the insurance requirements for the RFP as described in Section 2.3 and 2.4.

SECTION 7 – BID FORMS

7.1 Please see Attachments A-F for required Bid Forms.

Attachment A

BIDDER'S CHECKLIST

The following items must be executed by ALL BIDDERS and submitted at due date and time. Not submitting these attachments at time of due date and time may deem your quote as non-responsive.

◯ PROPOSAL FORM (Attachment B)

◯ STATEMENT OF BIDDER QUALIFICATIONS (Attachment C)

◯ CLIENT REFERENCE (Attachment D)

◯ ACKNOWLEDGEMENT OF AMENDMENTS (Attachment E)

◯ NONCOLLUSION AFFIDAVIT (Attachment F)

Attachment B

Landfill Operation and Management Bid Form

Quarterly Lump Sum – General Maintenance $_____

Quarterly Lump Sum – Yard Waste Management $_____

Quarterly Lump Sum – Scrap Tire Management $_____

Quarterly Lump Sum – Operation of Scales

Option #1 *Monday through Friday - 8:00 a.m. to 4:00 p.m.* $_____

Option #2 *Tuesday, Thursday -- 8:00 a.m. to 4:00 p.m.*
Saturday - 8:00 a.m. to 4:00 p.m. $_____

Yard Waste Overage in Excess of 4,000 Tons per Year $_____ per ton

Scrap Tire Overage in Excess of 1,000 Tons per Year $_____ per ton

---

Describe staffing approach (# employees, full time, part-time, etc.)

_____

_____

_____

_____

_____

Describe equipment to be used:

_____

_____

_____

_____

_____

Proposer employs a current holder of a SWANA Manager of Landfill Operations (MOLO) certification or other nationally recognized Solid Waste industry standard within 6 months of award of contract. ☐ Yes ☐ No

Does the Proposer have any possible conflict of interest? ☐ Yes ☐ No
If so, explain the nature of potential conflict: _____

I hereby certify that the information contained in this response to the request for proposals is correct and truthful to the best of my knowledge and belief.

Signature: _____ Date: _____

Title: _____ Company: _____

I, _____ a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20_____.

Notary Public

My commission expires: *(SEAL)*

Attachment C

STATEMENT OF BIDDER QUALIFICATIONS

1. Name and Address:

_____

_____

_____

2. Contact Person for this Project: _____

Phone No: _____

Email address: _____

3. Number of years the Contractor has been engaged under the present firm name, as indicated above: _____

4. Number of regular full-time employees _____
Number of part time employees _____

5. Company Federal ID#. _____

6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract:

_____

_____

Attachment D

CLIENT REFERENCE

Reference #1

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Attachment E

ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Contractor Name: _____

Address: _____

_____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

Attachment F

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

_____, being first duly sworn deposes and says that:

1. He/she is the _____(title) of _____ (company name);

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

_____ (SEAL)

_____(TITLE)

Subscribed and sworn to before me, this the _____ day of _____, 20____.

Notary Public _____

County of _____, *NC*

My Commission expires _____ *(SEAL)*

Attachment B - Revised

Landfill Operation and Management
Bid Form

Quarterly Lump Sum – General Maintenance		$ 12,000.00
Quarterly Lump Sum – Yard Waste Management		$ 18,500.00
Quarterly Lump Sum – Scrap Tire Management		$ 21,500.00
Quarterly Lump Sum – Operation of Scales		
Option #1	*Monday through Friday - 8:00 a.m. to 4:00 p.m.*	$ 19,750.00
Option #2	*Tuesday, Thursday – 8:00 a.m. to 4:00 p.m.* *Saturday - 8:00 a.m. to 4:00 p.m.*	$ 13,125.00
Yard Waste Overage in Excess of 4,000 Tons per Year		$ 25.00 per ton
Scrap Tire Overage in Excess of 1,000 Tons per Year		$ 85.00 per ton

Describe staffing approach (# employees, full time, part-time, etc.)

1 Full Time Scale attendant
2 Part Time employees for yard waste and tire managment and coverage of scales should there be a scheduling Conflict. General Maintenance will be added to our maintenance route and will be done by a 3 person crew

Describe equipment to be used:

Bull Dozer, Excavator with thumb, Tractor with front end loader and all necessary attachmats, riding lawnmowers, handheld lawn equipment. Additional equipment is available if needed for special occasions should it be needed to perform the scope of work

Proposer employs a current holder of a SWANA Manager of Landfill Operations (MOLO) certification or other nationally recognized Solid Waste industry standard within 6 months of award of contract. ☒ Yes ☐ No

Does the Proposer have any possible conflict of interest? ☐ Yes ☒ No
If so, explain the nature of potential conflict: N/A

Additional Hourly Operation of Landfill, if required	$ 105.00 per hour

I hereby certify that the information contained in this response to the request for proposals is correct and truthful to the best of my knowledge and belief.

Signature: Shuy A Buchanan Date: 4/21/2021

Title: Manager of Operations Company: Landscaping Unlimited, Inc

I, Travis J Peppie *a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.*

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 21ST *day of* April, *20* 21.

Notary Public Travis J Peppie

My commission expires: Aug 25th 2024 *(SEAL)*

Aug 25th 2024

Attachment C

STATEMENT OF BIDDER QUALIFICATIONS

1. Name and Address:
Landscaping Unlimited, Inc.
3200 Hwy 92 East
Washington N.C. 27889

2. Contact Person for this Project: Shay Brickhouse
Phone No: 252-945-9584
Email address: Shaybrick1@gmail.com

3. Number of years the Contractor has been engaged under the present firm name, as indicated above: 29 years as incorporated
35 years as Landscaping Unlimited (non incorporated)

4. Number of regular full-time employees 19
Number of part time employees 4

5. Company Federal ID#. 56-1972372

6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract:
N/A

Attachment D

CLIENT REFERENCE

Reference #1

Company Name	Washington Housing Authority
Contact Name	Anthony Gales
Title	Operations Manager
Phone Number	252-402-5719
Scope of Services Provided	General Maintenance of Housing Authority properties Clifton Meadows, Westbrooke, Ockcrest, Old Fort, East Haven, Eastern Village, Easton Village Annex

Reference #2

Company Name	Beaufort County Schools
Contact Name	Dr. Marvin Bradley
Title	Operations Manager
Phone Number	1-919-923-2651
Scope of Services Provided	General Maintenance of Beaufort County School grounds and property affiliated to them. 13 schools and 2 operations facilities 1 community field

Reference #3

Company Name	Cypress Landing HOA
Contact Name	Tomi Moody
Title	HOA Coordinator
Phone Number	252-402-9357
Scope of Services Provided	General Maintance of HOA property as well as landscape projects as they are needed. Maintenance is performed on 7/12 day cycles as needed during growing season and off season

Attachment E

ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. # 1, Dated April, 13, 2021

Amendment No. # 2, Dated April 16, 2021

Amendment No. _____, Dated _____

Contractor Name: Landscaping Unlimited, Inc

Address: 3200 Hwy 92 E

Washington NC. 27889

Signature of Authorized Representative: Shay A Brickhouse

Title: Manager of Operations

Phone Number: 252-945-9584

Attachment F

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Nancy Brickhouse, being first duly sworn deposes and says that:

1. He/~~she~~ is the President (title) of Landscaping Unlimited, Inc. (company name);

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Nancy Brickhouse (SEAL)

President (TITLE)

Subscribed and sworn to before me, this the 21ST *day of* April, 2021.

Notary Public [signature]

County of Beaufort, *NC*

My Commission expires Aug 25th 2024 *(SEAL)*

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: West Overman, Deputy Public Works Director

Agenda Title: Buck Jones Solid Waste Collection Site Lease Agreement Renewal

Summary of Information: Beaufort County currently leases property from Weyerhaeuser Company at 202 Clay Bottom School Road in Blount's Creek for the operation of the Buck Jones Solid Waste Collection Site. A proposed 3-year lease agreement renewal for the site is attached. The lease rate is $1,700 per year, an increase of $50 per year from the rate paid for the prior 3 years.

Submitter Recommendations/Motions: Approve the lease agreement with Weyerhaeuser Company for operation of the Buck Jones Solid Waste Collection Site.

Attachments:
1. Weyerhaeuser Lease Agreement

LEASE

THIS LEASE, dated May 1,2021, is between Weyerhaeuser Company ("Weyerhaeuser"), a Washington corporation, and Beaufort County, NC ("Lessee,").

In consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **LEASED PREMISES.**

(a) Weyerhaeuser hereby leases to Lessee a small tract of land, as more particularly described on the attached Exhibit A, located upon Weyerhaeuser's property on Road No. 1114 ("leased premises"). Lessee hereby acknowledges that Lessee has examined the leased premises, that the leased premises are in a condition satisfactory and acceptable to Lessee, that Weyerhaeuser has made no representation to Lessee regarding the condition of the leased premises except as set forth herein, and that Lessee accepts the leased premises "as is".

(b) The leased premises shall be used by Lessee solely for the purpose of operating a solid waste convenience center, and for no other purpose. Lessee shall not allow any nuisance or illegal activity upon the premises.

2. **TERM.**

The term of this lease shall be for three years, beginning on May 1, 2021 and ending on, May 1, 2024 unless sooner terminated in the manner hereinafter provided. The parties may, by mutual agreement, extend the term for additional three year term, if the parties can agree on all the terms, including, without limitation, any increased rent.

3. **RENT.**

Lessee shall pay to Weyerhaeuser as rent for the leased premises the sum of ONE THOUSAND SEVEN HUNDRED DOLLARS ($1700.00) per year, payable in advance upon execution of this lease and on May 1 of each year thereafter during the term of this Lease.

4. **UTILITIES.**

Lessee shall be solely responsible for arranging and paying for all utility services desired by Lessee, including, if applicable, water, gas and electricity.

5. **PERSONAL PROPERTY**.

Lessee shall have the right to place or install upon and in the leased premises such personal property as Lessee may desire, provided, that Lessee shall not have, nor keep, upon the leased premises any article, material, substance, or thing of dangerous, inflammable, or explosive character which might unreasonably increase the danger of fire or explosion on the leased premises or that might be considered hazardous by any responsible insurance company. Such personal property shall remain the property of Lessee, and Lessee shall have the right to remove such personal property from the leased premises, subject to any other provision herein set forth to the contrary. Weyerhaeuser shall not be liable for any damage to or loss of such personal property except such damage or loss proximately caused by the negligence of Weyerhaeuser's direct payroll employees.

6. **MAINTENANCE AND REPAIRS**.

Lessee shall be responsible for and shall pay the cost of all major structural maintenance and major structural repair of the leased premises made necessary by reason of Lessee's negligence and for all minor maintenance and minor repair of the leased premises. Weyerhaeuser shall be responsible for and shall pay the cost of all major structural maintenance and major structural repair of the leased premises not made necessary by reason of Lessee's negligence, provided, that Weyerhaeuser shall have the option of either performing such maintenance and repair or terminating this lease upon thirty (30) days' written notice to Lessee.

7. **ALTERATIONS and ADDITIONS**.

Lessee shall not make any alterations or additions of the leased premises without the prior written consent of Weyerhaeuser. All additions so made by Lessee shall become the sole property of Weyerhaeuser upon termination of this lease.

8. **CONDITION OF LEASED PREMISES**.

Lessee shall at all times maintain the leased premises in a clean and neat condition. All solid waste delivered to the leased premises shall be properly deposited in containers or bins placed at the location by Lessee for collection of such waste.

9. **LIENS**.

Lessee shall perform such acts as may be necessary to prevent the filing of liens, arising out of Lessee's exercise of Lessee's rights hereunder, against the leased premises. If a lien is filed against the leased premises as a result of Lessee's exercise of said rights, Lessee shall immediately take such action as may be necessary to have said lien discharged and released of record.

10. **DAMAGE TO OR DESTRUCTION OF LEASED PREMISES.**

If, after Weyerhaeuser delivers possession to Lessee, the leased premises are destroyed, or are damaged so as to render the leased premises unsuitable for Lessee's use, by windstorm, fire, or other casualty not the result of Lessee's negligence, Lessee may terminate this lease upon ten (10) days' prior written notice to Weyerhaeuser, such notice to be given by Lessee within ten (10) days after such destruction or damage. Weyerhaeuser shall have the option to either restore the leased premises to a condition similar to its condition immediately prior to such destruction or damage or terminate this lease. If such destruction or damage is not the result of Lessee's negligence, the rent shall abate until the leased premises are made fit for Lessee's use hereunder.

11. **TAXES.**

Weyerhaeuser shall be responsible for and shall timely pay all ad valorem taxes assessed against the leased premises, but shall have no responsibility for any taxes assessed against Lessee's personal property on the leased premises.

12. **COMPLIANCE WITH LAWS.**

Lessee shall comply with all applicable existing and future federal, state, county and other applicable laws, including, without limitation, all applicable state or federal environmental laws, and does hereby indemnify Weyerhaeuser from and against all liability and claims of liability resulting from Lessee's failure to comply.

13. **INDEMNIFICATION; INSURANCE.**

Lessee, acknowledging that Weyerhaeuser utilizes Weyerhaeuser's land lying adjacent to the leased premises in Weyerhaeuser's business activities and that Weyerhaeuser keeps or may keep vehicles, machinery, equipment, tools, and supplies for business purposes on said adjacent land, shall take precautions to prevent the public using the leased premises from entering and trespassing upon said adjacent land and from going around or getting upon or into any of said vehicles, machinery, equipment, tools, and supplies upon said adjacent land, and Lessee does hereby assume full and sole

responsibility and liability for, and does hereby indemnify and save harmless Weyerhaeuser from and against, any and all liability and claims of liability of any and every kind and nature, including without limitation for bodily injury to and death of Lessee's spouse, children, guests and visitors resulting from or arising out of such entry and trespass upon said adjacent land by Lessee's spouse, children, guests or visitors.

(b) Lessee does hereby further indemnify and save harmless Weyerhaeuser from and against any and all liability and claims of liability of any and every kind and nature, including without limitation for bodily injury to or death of, or damage to the property of, Lessee or any other person, arising out of Lessee's exercise of Lessee's rights hereunder, excepting any such liability or claim of liability attributable to the negligence of Weyerhaeuser's direct payroll employees.

(c) Lessee shall maintain premises liability and property damage insurance with minimum limits of $500,000.00 during the term of this lease and shall furnish Weyerhaeuser with a Certificate of Insurance confirming such coverage. The said policy shall name Weyerhaeuser as an additional insured. Lessee shall require his insurance carrier to give Weyerhaeuser at least thirty (30) days written notice prior to any cancellation of said coverage, either in whole or in part.

14. **SURRENDER OF LEASED PREMISES.**

Upon expiration of the term, or upon earlier termination, Lessee shall forthwith remove Lessee's property from the leased premises and shall promptly and peaceably deliver possession of the leased premises to Weyerhaeuser in as good condition as they are now in, natural wear and tear excepted.

15. **TERMINATION.**

(a) If Lessee defaults in any provision herein contained and fails to remedy such default within ten (10) days after receiving written notice of the default from Weyerhaeuser, Weyerhaeuser shall have the right to terminate this lease upon seven (7) days' written notice to Lessee.

(b) Upon termination of this lease, Weyerhaeuser shall have the right to enter upon and take possession of the leased premises, either with or without notice, and to evict and expel Lessee and Lessee's property therefrom, without process of law and without being guilty of any manner of trespass, either at law or in equity. Any delay in the exercise by Weyerhaeuser of any of the aforesaid rights shall not be deemed a waiver of such rights.

(c) Weyerhaeuser shall have the absolute right to terminate this lease upon thirty (30) days written notice to Lessee.

16. **NOTICES.**

Written notice given by either party shall be deemed to have been given if mailed by registered or certified mail, postage prepaid, return receipt requested to the other party at the following addresses:

WEYERHAEUSER COMPANY:
NC Timberlands
1785-B Weyerhaeuser Road
Vanceboro, NC 28586
Attn: Ricky Jones

BEAUFORT COUNTY, NC
121 West 3rd St.
Washington, NC 27889
Attn: Brian Alligood
County Manager

17. **ASSIGNMENT; SUBLETTING.**

Lessee shall not assign this lease, nor sublet the leased premises, in whole or in part, without the prior written consent of Weyerhaeuser.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

WEYERHAEUSER COMPANY

By: _____

Title: _____

BEAUFORT COUNTY, NC

By: _____

Title: _____

. **ACKNOWLEDGMENT**

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 20____, before the undersigned Notary Public, personally appeared _____, who acknowledged _____self to be the _____ of Weyerhaeuser Company, a corporation, and that _he _____ _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by _____self as such _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 20___, before the undersigned Notary Public, personally appeared _____ and _____, to me known to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes there in contained.

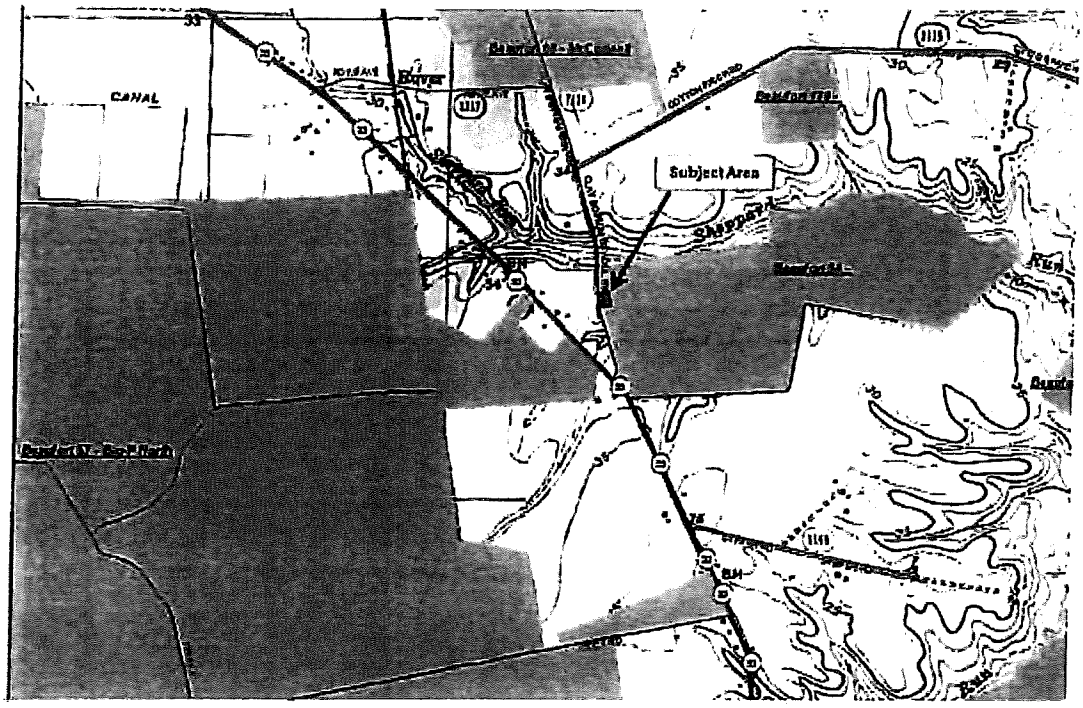
IN WITNESS WHEREOF, I hereunder set my hand and official seal.

_____

Notary Public

My Commission Expires: _____

Exhibit A
Approximately 1 acre



Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Discussion

Presenter: Martyn Johnson, Economic Development Director

Agenda Title: Economic Impact of Covid on Beaufort County

Summary of Information: "*The 12 months since the Covid-19 pandemic officially began on March 11, 2020 have been full of grim milestones. They have changed so much for us and taken so much from us. In a year, a hug went from a warm greeting to a health hazard. We were forced to separate form friends and family. Some people worked on the front lines, some worked from home, others couldn't work at all. And although we've followed the case counts and curves that explain the pandemic's progression, its toll is unquantifiable. Those we've lost are irreplaceable." Source: globalgiving.org*

The Beaufort County Economic Development staff recommends the Beaufort County Board of Commissioners continue to use the policy and economic power of the County to assist the citizens, businesses, non-profits, communities, services, educational, religious and other organizations to survive and recover from the Covid-19 pandemic in a compassionate and purposeful manner as necessary.

Submitter Recommendations/Motions: Information only.

Attachments:

.

Impact of COVID-19 on Beaufort County, NC

May 3, 2021

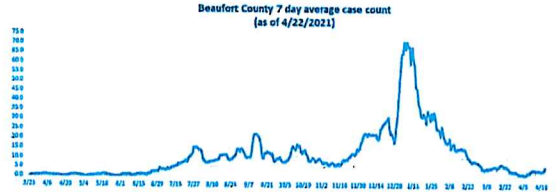
Personal Impact of COVID-19

People with COVID-19 suffer from a wide range of symptoms reported – ranging from mild symptoms to severe illness. People with these symptoms may have COVID-19: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting and diarrhea. Hospitalization is needed when people have: trouble breathing; persistent pain or pressure in the chest; confusion; inability to wake or stay awake; pale, gray, or blue-colored skin, lips, or nail beds, depending on skin tone. It all sounds very nasty, people with underlying conditions may die.

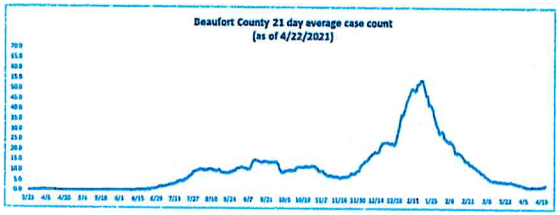
Thursday, April 22, 2021		
Tests conducted on Beaufort county residents (to date)	41,138	
Total cases (tested positive)	4,466	
Total hospitalizations that have occurred	234	5.2%
Total Deaths*	93	2.1%
Average age of deaths (years)	78.4	

Personal Impact of COVID-19

7 Day Average



21 Day Average

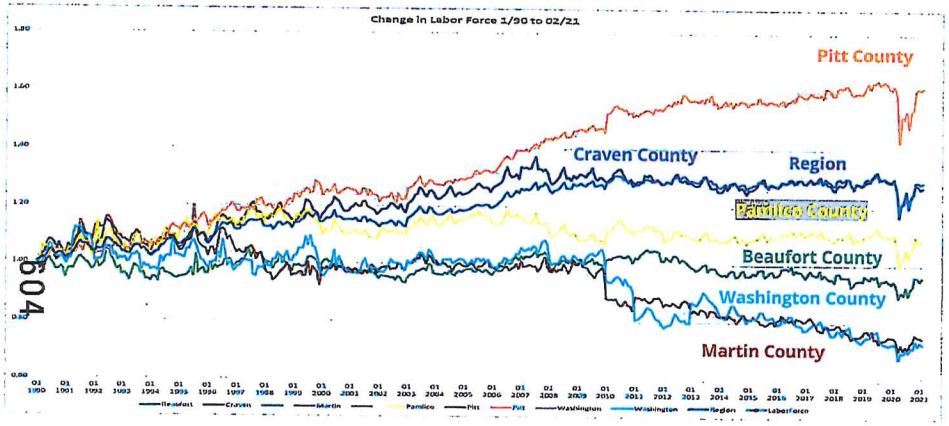


A 21 day average count reduces the weekly variability which may make it more difficult to follow the overall trend.

COVID-19 Impact: Labor Force

Unadjusted Labor Force Statistics			
USA '000	**02/20**	**02/21**	**Δ**
Labor Force	*164,235*	*160,008*	-2.57%
Employed	*158,017*	*149,522*	-5.38%
Unemployed	*6,218*	*10,486*	68.64%
Unemp. Rate	*3.80%*	*6.60%*	73.68%
NC '000	**02/20**	**02/21**	**Δ**
Labor Force	*5,112*	*5,004*	-2.11%
Employed	*4,938*	*4,675*	-5.33%
Unemployed	*174*	*282*	62.07%
Unemp. Rate	*3.40%*	*6.00%*	76.47%
GWCSA	**02/20**	**02/21**	**Δ**
Labor Force	*110,854*	*110,427*	-0.39%
Employed	*106,866*	*104,291*	-2.41%
Unemployed	*3,988*	*6,136*	53.86%
Unemp. Rate	*3.60%*	*5.60%*	55.56%
Beaufort County	**02/20**	**02/21**	**Δ**
Labor Force	*19,968*	*19,856*	-0.56%
Employed	*19,175*	*18,751*	-2.21%
Unemployed	*793*	*1,105*	39.34%
Unemp. Rate	*4.00%*	*5.60%*	40.00%

COVID 19 Impact: Labor Force



COVID-19 Impact BCED 2020 Interns Virtual

Governor's COVID-19 & BCS Summer Interns
Web Site & Social Media Development

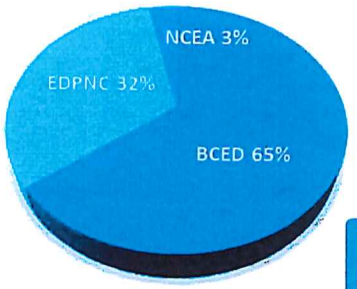
Catilyn Newton Logan Lee Stuti Shah Grayson Spruill

ECU RISE 29 Spring Interns - CANCELED due to COVID-19

ECU RISE 29 Summer Interns - Oswaldo Corona, Carrie Chaiken and Brady Hillhouse - Client: Carolina Ave 76

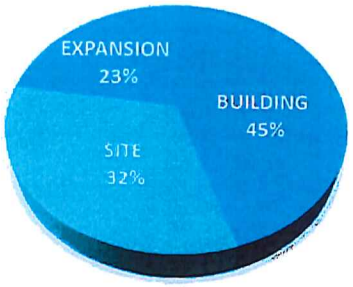
ECU RISE 29 Fall Interns - Steven Hollingsworth, Tiffany Corey and Sma Almomani - Client: ALPHA LIFE Cannery Project

COVID 19 Impact on BCED
2020 Project Sources and Types (30 vs 46 2019)



Project Source

Zero Site Visits Due To COVID-19 Pandemic



Project Type

Impact of COVID-19 on BC Community College

- Required 2/3 of courses and students to attend via **video-conferencing platform to avoid transmission of virus** and creating a hotspot on campus. Started in March 2020 and is still in place. Not as instructionally effective as in-person courses.
- Of the 1/3 of students who attended in-person labs, many were required to quarantine for 14 days after a classmate tested positive, thus missing critical lab time.
- Facilities staff placed at greater risk of contracting the virus due to the necessity to constantly clean classrooms and public spaces.
- Experienced approximately a 10% total decrease in enrollment in Fall 2020, Spring 2021 after 7 consecutive semesters of enrollment growth. Equates to a loss of $850,000 in state FTE funding for FY 2022.
- Several faculty and students—including the President—suffered through COVID infection, resulting in significant hours of lost productivity and instruction.
- College buildings, including the library, have been closed to the general public unless the visit is related to enrollment since March 2020.
- College has stopped all public, face-to-face events, including graduation and MLK Celebration, thereby compromising its role as a gathering place for all community members.

Impact of COVID-19 on BC Schools

- Highlighted technology needs
- Lack of Broadband an issue even with hotspots because of lack of coverage in some areas.
- Purchased computer equipment because students did not have ability to connect for classes.
- Teachers teaching both face to face versus and online students currently.
- Scheduling and supplying meals difficult
- Personnel changes - retirements/accomodations/fearful of working face to face
- 300 (5%) students left school district in search of face to face instruction
- Mask mandate but back to face to face instruction in 8/21
- No Athletics instruction
- Large achievement gaps

Impact of COVID-19 on BC Schools

- Summer school - ahead of game - 6 weeks 150 hours planned - training teachers - mid-May - large attendance on ends of K-12, likely attendees seniors and juniors plus K - 3 grades plus those that need to be in summer school (500 to 600 summer school)
- Invitation retention letter = academically stranded = held back = not promoted or retained based on standard tests
- Progress non-instructional compliance = operation areas, food plus cleaning supplies and machines
- Mental health of teachers and particularly students late elementary and middle school (suicidal thoughts increased)
- No athletics leading to loss of scholarships
- Hourly employees lost income 9-10/20 - 9 weeks closed
- Closed at site kids home feeding 5-13 meal sites school, churches, other locations plus boxes for Saturday/Sunday
- Will be feeding food 7 days a week in summer
- Broadband access - $67,000 raised by The Hackney and Rotary provided 1,068 kids needed computers 13 left

Impact of COVID-19 on Communities

- Aurora:
  - Delayed Aurora Industrial Park Project - Corp & NCDEQ - local taxes missed
  - Canceled Fossil Festival - Museum closed - reduced donations & income
  - Community Center closed - no rental income
  - Water & Sewer Utility payments delayed
- Bath:
  - School not in session & restaurant closed impacted water & sewer receipts
  - 2 years cancelation of large and small celebrations
  - Social effect of school & recreational department being closed
- Belhaven:
  - Electric, Water & Sewer Utility payments delayed and loses
  - No business loses, closed during pandemic period
  - Hard to find help due to financial benefits
- Chocowinity:
  - Light impact, did not even file with FEMA but State did provide PPE
  - Water & Sewer Utility payments delayed => payment plans

Impact of COVID-19 on Communities

- Pantego:
  - Business stayed open due to being essential
- Washington:
  - Lost charismatic Mayor Hodges - huge impact now and in the future
  - Closed City Hall making serving the public harder
  - Canceled many events both City and Non-Profit
  - Water & Sewer Utility payments online and dropbox
  - Sales tax steady
  - City employees flex scheduling working from home
  - Decreases in occupancy tax and Civic center catering & event space rentals
  - Stores closed due to COVID-19:
    - Ruth's House Thrift Store - elderly staff
    - Wandees Alterations - no need for alterations
    - Tattoo Parlor - health restrictions
    - Purser's Chest Interiors Antiques - reduced sales
- Washington Park:
  - No issues, small quiet community

Many retail stores closed due to COVID regulations but then reopened to stave of bankruptcy & are now hanging on as sales improve

Impact of COVID-19 - WBCCC Member Surveys

Small Business Survey Q2 2020

- 80% open 20% closed
- 70% no layoffs 25% temporary layoffs 5% permanent layoffs
- 30% received business assistance, 40% inprocess, 30% unaware
- Impacts: delays, inable of customers to pay bills, delayed opening, few new customers, increased expenses due to PPE, contracts canceled, no sales/no revenue, many customers computer illiterate, customers finding alternate ways, no social interaction, staff hours cut, supply chain disruptions, changes in the way business is done, convert to online and no events no business.
- Future impacts: sneeze shields are here to stay, more working from home, online sales, hope for a good summer, increased lodging expenses, decreased production, unpredictable project schedules, increased need for social services, increase home made products, 20-30% lose of revenue 2019/2020, lose of to be record year, diversify, will bounce back, configure operations & layoffs
- Ideas: communicate with customers/suppliers via phone, web, social media, zoom etc.; help employees to work remotely; assist employees find childcare; seek grants for everything.

Impact of COVID-19 on Manufacturing Businesses

- Intitail chaos as company tried to understand rules and regulations
- Most companies found a way to be an exempt manufacturer
- Beaufort County industries boat building, air filtration, medical, appliance & commercial interiors boomed
- Companies reorganized work processes using PPE, spacing and screens to protect workers
- PPE shortage was an issue but many started producing their own or sourced offshore
- Older workers were concerned about coming to work due to the elderly being more susceptible
- Low wage earners found and still find they can earn more staying at home rather than working
- Currently a major labor shortage due to lack of numbers but also mismatch of labor skills to needed job skills
- Raw material price increases due to demand and supply chain issues
- Unable to ship products due to lack of parts caused by supply chain issues
- Product redesigned to meet COVID regulations that will likely last into the future
- Product redesign reduced not only COVID but flu and pneumonia amongst employees
- Product redesigned focused on shortening supply chains
- Increase in apprenticeship programs to entice workers to work for and stay with companies

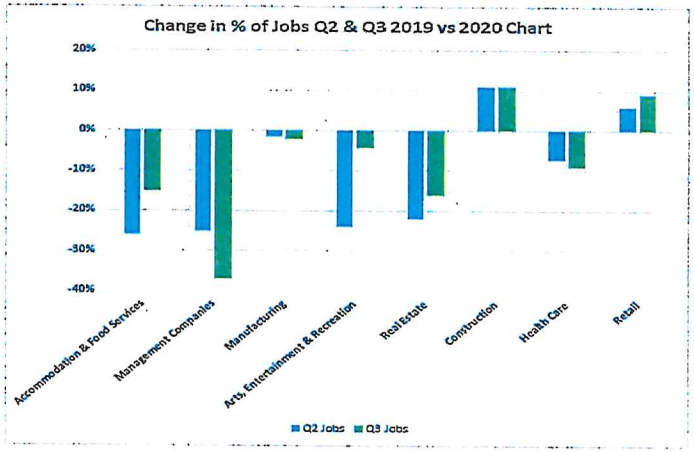
Impact of COVID-19 on Farmers

Farm businesses have experienced disruptions to production because of lowered availability of labor and other inputs, and reductions in output prices resulting from declines in demand for commodities in certain market segments. Additionally, farm households may be affected through loss of wages and benefits from off-farm labor that they use to fund farm production needs, household living expenses, investments, and payments on farm business.

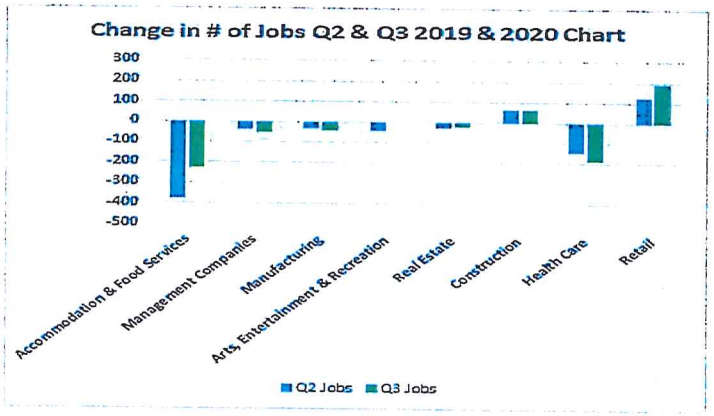
Farm households have also been affected by the pandemic through loss of off-farm income or loss of employment-based health insurance benefits. Off-farm income sources vary by household debt. The majority (61 percent) comes from wages and salaries of operators and other household members, and the remainder comes from: transfer income (19 percent), non-farm business income (11 percent), interest and dividend income (4 percent), and other sources of income (6 percent).

Source: USDA ERS

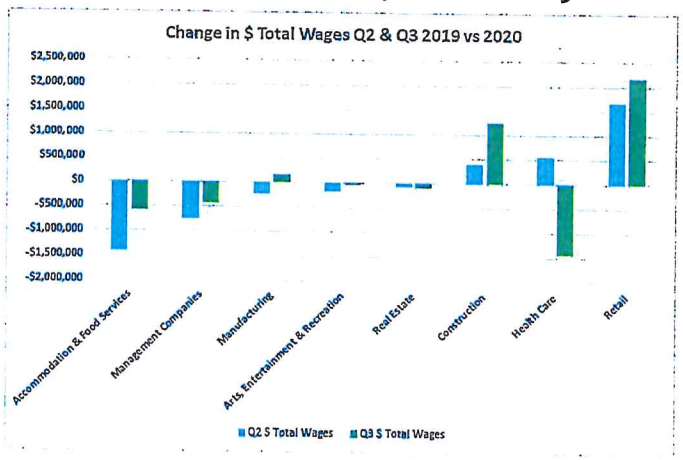
Impact COVID-19 on Beaufort County Economy



Impact COVID-19 on Beaufort County Economy



Impact COVID-19 on Beaufort County Economy



Impact COVID-19 on Beaufort County Economy

Average Weekly Wage Rate increased slightly from Q2 2019 to Q2 2020.
(from $707 to $736 equals +4.1% per quarter)

Average Weekly Wage Rate increased slightly from Q3 2019 to. Q3 2020.
(from $742 to $761 equals +2.5% per quarter)

Total Wages Per Quarter decreased by $1,300,000 from Q2 2019 to Q2 2020
(from $143,800,000 in 2 Qtr. 2019 to $142,500,000 in 2 Qtr. 2020)

Total Wages Per Quarter increased by $4,100,000 from Q3 2019 to Q3 2020
(from $147,200,000 in 3 Qtr. 2019 to $151,300,000 in 3 Qtr. 2020)

2020 COVID-19 Impacts

Rural Economic Development Division

NC Main Street & Rural Planning Center

Economic Development Initiative for Small Business Resiliency

COVID-19 Impacts on North Carolina Small Businesses: 2020 Survey Results

December 2020

MS&RP sbtdc Your business, better

Summary of NC Small Business Survey Findings

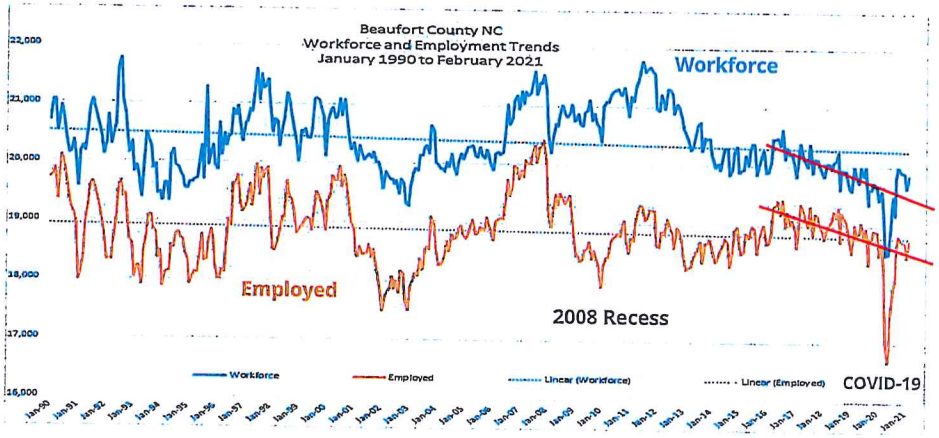
- Most small businesses are open and operating differently than before the pandemic began.
- While most NC Small Business Survey respondents' businesses are open, revenue has decreased. Many report having researched loans and grants but found none are available for their business. Some have received loans or grants from either federal, state, or local sources.
- As the COVID-19 pandemic continues, small businesses have many concerns, with a resurgence of coronavirus cases triggering the institution of additional business closures as their primary one. The health and safety of both their customers and staff are also of high concern. The lowest areas of concern are future employee layoffs and furloughs.
- Small businesses have extensive and varied needs for training and support services. Information on financial assistance is the most requested, followed by penalty-free extensions on expenses, information on financial planning, training on social media and website/ecommerce development, and business continuity planning.

COVID 19 BCED PIVOT

In 2020, COVID-19 provided BCED the opportunity to take a step back and connect with Beaufort County's small businesses. As Economic Developers, we often times focus strictly on manufacturing and "big business" to make a big impact. With the pause of big business due to covid, and in good faith as community members, we have become messengers between partners big and small to assist with small business development and retention in Beaufort County.

A few businesses we have met with include: Carolina Chicken and Waffles, Belhaven Gun Range, IDX Brewery, Children Drop-Off Space, Bear Creek Woodworks, Minor Marina, Carolina Ave 76, Belhaven Escape Room, Aurora downtown redevelopment of four buildings, 5/C ENC Cannery, Highwater Social, Dance Works, and more.

COVID 19 Impact: Labor Force



Made In Beaufort County Marketing Campaign

Beaufort County, NC Community Investment Reports

Announced	Company	Product	Investment	New Jobs
01/15/20	Bojangles	Fried Chicken	$1,529,192	20
03/23/20	BCCCC	Education/Training	$1,831,000	2
05/08/20	Eastern Dermatology & Pathology	Dermatology & Pathology	$2,500,000	0
05/08/20	Athletic Edge Sports and Fitness Center	Sports and Fitness	$1,400,000	2
05/27/20	Beaufort Vidant Hospital	MIRs	$800,000	0
05/29/20	Arts of the Pamlico	Theater	$1,090,000	0
06/03/20	Arkema	Anhydrous hydrogen fluoride	$105,000,000	20
06/26/20	Washington Warren Field	Main runway, taxiways and aprons refurbished	$6,200,000	0
09/21/20	SERVPRO of Bath	Residential and Commercial Restoration and Cleaning Services	$600,000	5
10/15/20	Pamlico Air	HEPA Filters	$3,050,000	43
11/23/20	Kelly Children's Home	Home for teenage foster children	$750,000	10
11/24/20	Main St. Washington NC	Utility, road and sidewalk renovation	$4,000,000	0
12/10/20	Advanced Waste Solutions	Trash Services	$500,000	0
12/18/20	SMS	Interior Metal Walls	$1,200,000	0
		TOTAL	$130,450,192	102

Recent/Future Commercial Projects

- IDX Brewery
- Sed's building renovations-event center & hotel
- Sportsbar
- Rowing club
- T-mobile
- Carolina Chicken & Waffles
- Captain Cook's waterfront restaurant
- 'The Place' restaurant
- Expansion of Wine and Words creating a wine bar
- Potential boutique hotels above Brewery, Sed's and Hackney
- Irish Bar at Market and Main
- Angi's Mexican Kitchen
- Be Healthy Apothecary
- $4M Downtown Main Street program
- Apartments on US 264
- Pamlico Books downtown
- Moss East
- New Police Building
- New car wash
- Downtown Donut Shop
- Broadband expansion
- Aurora Industrial Park
- Belhaven Boat Ramp
- Spoon River Reopened
- Reopening of museums and event centers
- Planning public events
- Churches accommodating congregations
- River tours
- Housing developments moving forward

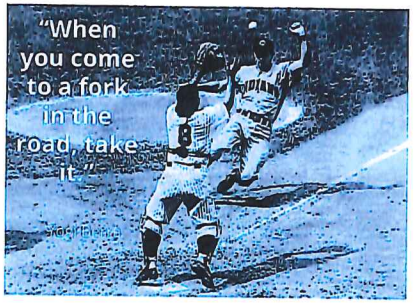
Future Industrial Projects

Projects: 16

Jobs: 233

Investment: $27,000,000

Invest in the future - take a road to prosperity.



Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

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 $7,500 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 $46,575.00. Mr. Smith has paid the necessary deposit of $2,328.75.

Mr. Smith is a long-term resident and businessman of the County. He is currently associated with many business ventures in the County and in the process of implementing several others.

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: The site remains undeveloped in public hands with no property tax revenue from the property.

Fiscal Impact: Share the proceeds of the sale with the City of Washington on a 55%/45% basis. The County will receive 55% of the proceeds or $ 25,616.25 plus future tax revenue on the private property and developments thereon.

Submitter Recommendations/Motions: The BCED staff request the Beaufort County Board of Commissioners accept the bid by Mr. Harry Smith to purchase Lot #1 in the WBCIP and associated upset bid documentation and agreement with the City of Washington.

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 5667-68-4455

Deed Book 1839, Page 0409, Beaufort County Registry

Property Address: 702 Paye Rd

Amount of Bid: $ 7,500.00 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: hs681@gmail.com

Signature of Offeror: H. L. Smith

Amount Deposited (5%)

Date: 4/21/2021

Agent for Upset Bidding
ProcessInterlocal Agreement

This Agreement, made and entered into this the 3rd day of May, 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 $7,500 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 May 3, 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 3rd day of May 2021.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

_____
Kathleen Mosher, Beaufort County Clerk

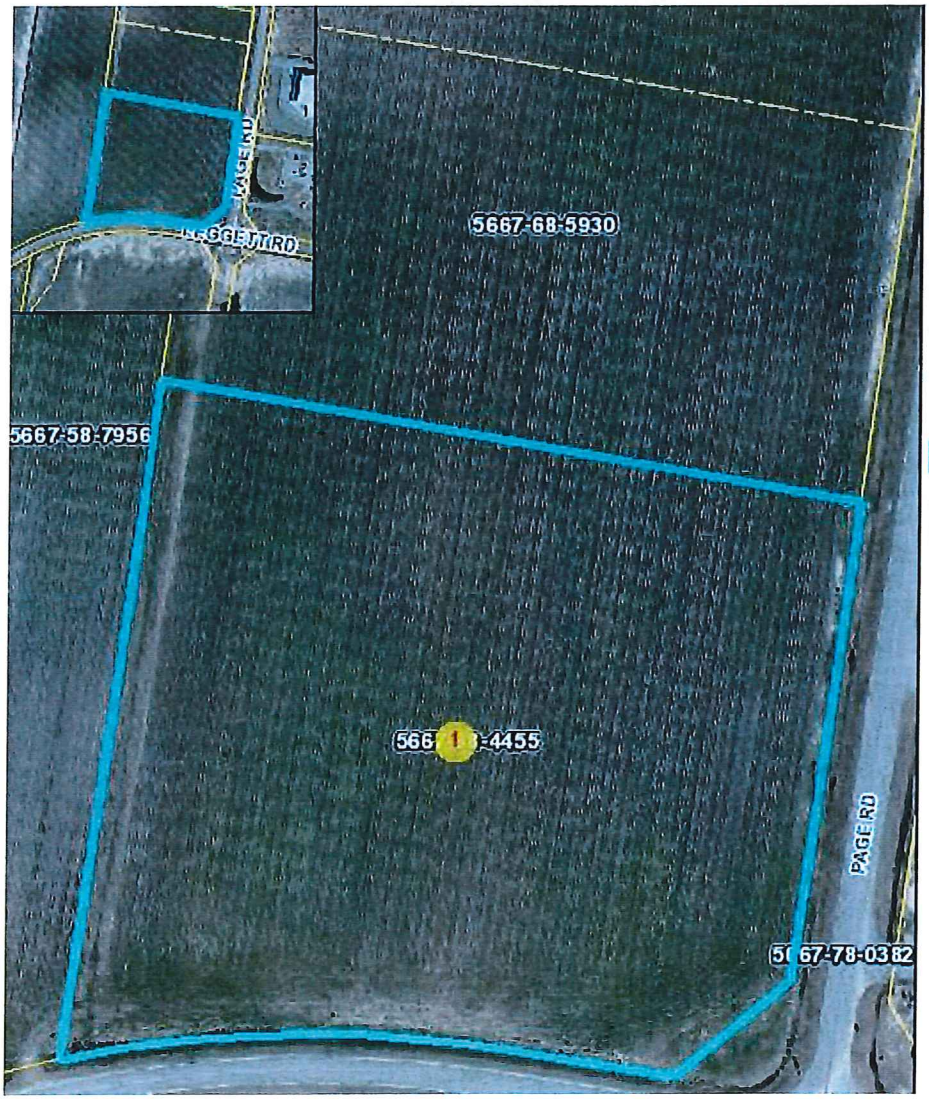
702 Page Road, Washington NC 27889

OBJECTID 44691	**GPIN** 5667-68-4455	**GPIN Long** 5667-68-4455
OWNER NAME BEAUFORT CO WASHINGTON CITY OF	**OWNER NAME2**	**MAILING ADDRESS** 121 WEST THIRD STREET
	MAILING ADDRESS 2	**CITY** WASHINGTON
STATE NC	**ZIP** 27889	**PROP DESC** 6.21 AC LT 1 BEAUFORT CO IND PK
LAND VAL 139725	**BLDG VAL** 0	**TOT VAL** 139725
DEFR VAL 0	**TAXABLE VA** 0	**PREV ASSESS**
ACRES 6.21	**PROPERTY ADDRESS** 702 PAGE RD	**TOWNSHIP** 01
MBL	**DATE** 3/14/2014	**DEED BOOK and PAGE** 1839/00091
STAMPS	**SALE PRICE** 0.00	**NBR BLDG** 0
NBHD CDE BCIP	**NBHD DESC** BEAUFORT COUNTY IND. PARK	**LAND USE**
EXEMPT AMT 139725.00	**ROAD TYPE** PAVED	**YR BUILT**
SQ FT	**SUB CDE**	**SUB DESC**
NBR BED	**NBR BATHS**	**EFF YR**
PIN	**REID** 45668	

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



Parcels

GPIN

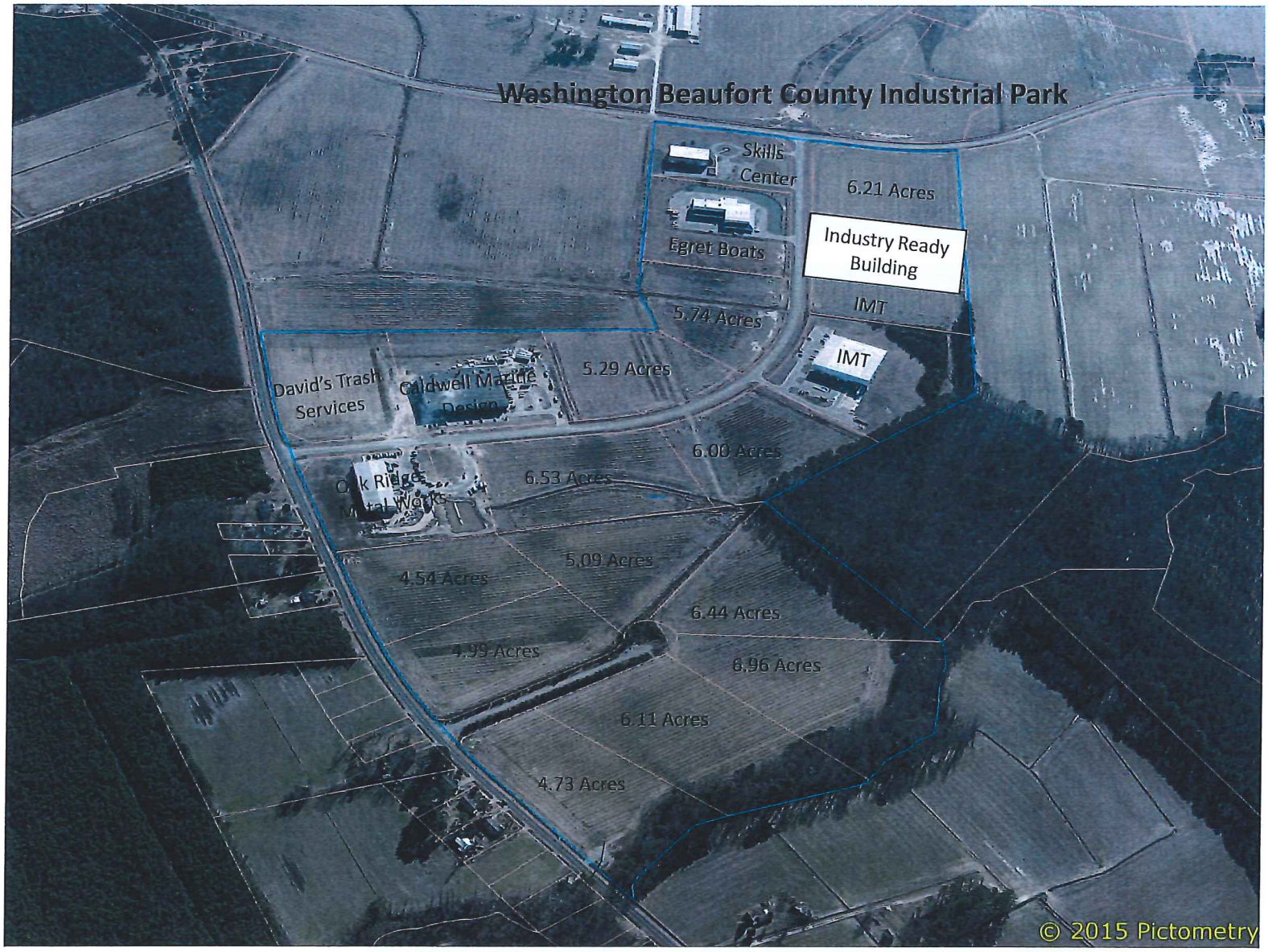
Property Land Owners

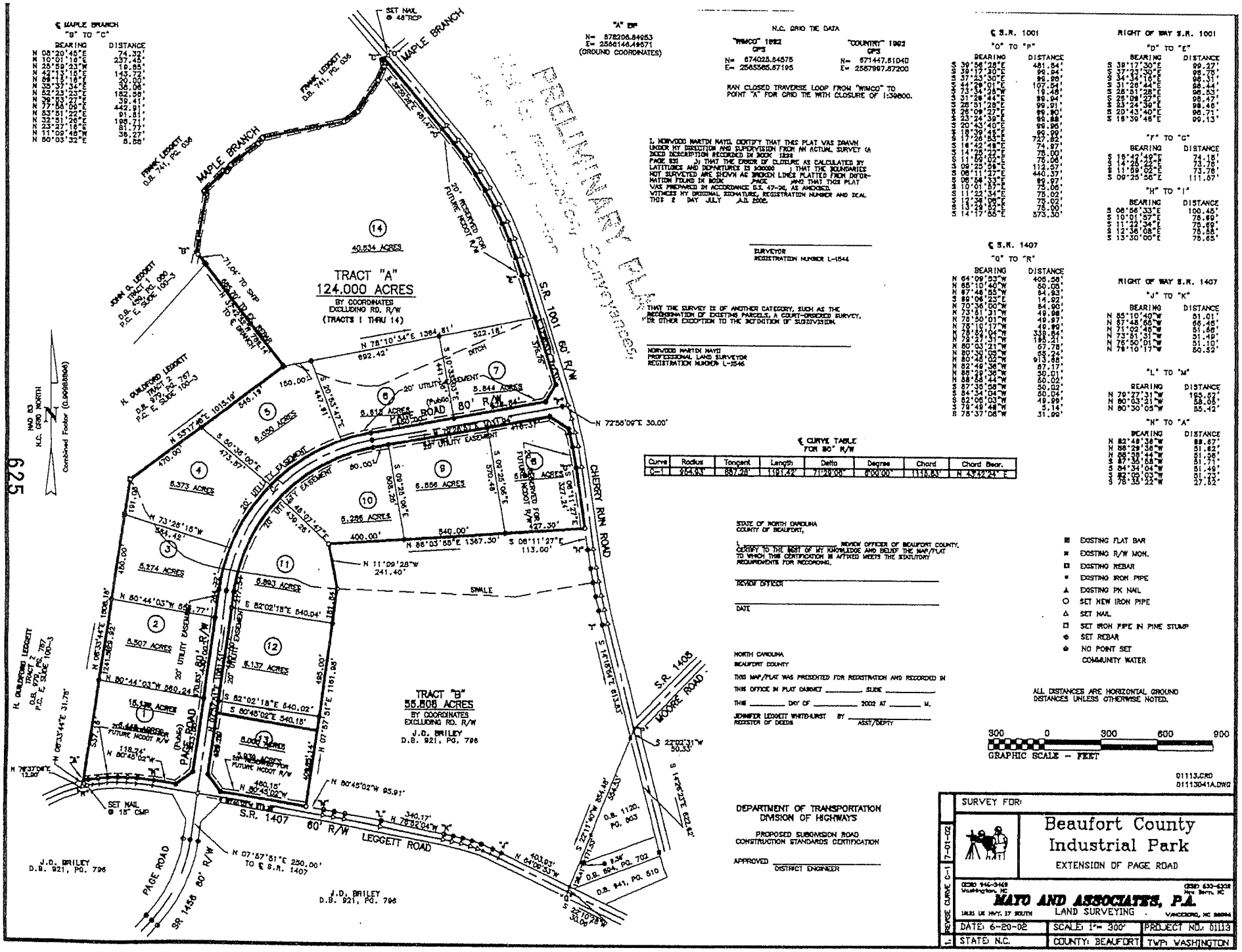
Interior Tract Lines

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
6.53 Acres
4.54 Acres
5.09 Acres
6.44 Acres
4.99 Acres
6.96 Acres
6.11 Acres
4.73 Acres
© 2015 Pictometry


TRACT "A"
124.000 ACRES
BY COORDINATES
EXCLUDING RD. R/W
(TRACTS 1 THRU 14)
TRACT "B"
55.605 ACRES
BY COORDINATES
EXCLUDING RD. R/W
J.D. BRILEY
D.B. 921, PG. 796
PAGE ROAD
S.R. 1001
60' R/W
CHERRY RUN ROAD
S.R. 1407
LEGGETT ROAD
MOORE ROAD
MAPLE BRANCH
PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES
SET NAIL @ 18" CMP
SET NAIL @ 45°RCP
N.C. GRID TIE DATA
"WINCO" 1983 CPS
N= 674025.84575
E= 2585565.87195
"COUNTRY" 1983 CPS
N= 671447.61040
E= 2587997.67200
RAN CLOSED TRAVERSE LOOP FROM "WINCO" TO POINT "A" FOR GRID TIE WITH CLOSURE OF 1:39800.
"A" EP
N= 676206.84253
E= 2586146.48571
(GROUND COORDINATES)
℄ MAPLE BRANCH "B" TO "C"
℄ S.R. 1001 "O" TO "P"
℄ S.R. 1001 "D" TO "E"
℄ S.R. 1001 "F" TO "G"
℄ S.R. 1001 "H" TO "I"
℄ S.R. 1407 "Q" TO "R"
℄ S.R. 1407 "J" TO "K"
℄ S.R. 1407 "L" TO "M"
℄ S.R. 1407 "N" TO "A"
℄ CURVE TABLE FOR 80' R/W
I, NORWOOD MARTIN MAYO, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1838 PAGE 831) ; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:39000 ; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED 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
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 WHITEHURST 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.
GRAPHIC SCALE - FEET
01113.CRD
01113041A.DWG
SURVEY FOR:
Beaufort County Industrial Park
EXTENSION OF PAGE ROAD
MAYO AND ASSOCIATES, P.A.
LAND SURVEYING
DATE: 6-20-02
SCALE: 1"= 300'
PROJECT NO.: 01113
STATE: N.C.
COUNTY: BEAUFORT
TWP: WASHINGTON
REVISE CURVE C-1 7-01-02

625

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: David Francisco, County Attorney

Agenda Title: Resolution to Transfer Property to Belhaven

Summary of Information: During the April 5, 2021 Board of Commissioner meeting the Board approved giving control of the tract known as the "Cooperage" property to the Town of Belhaven so the Town of Belhaven could pursue grants to improve the property and utilize it as a regional boat ramp.

The attached resolution entitled "Resolution to Option Real Property to the Town of Belhaven for Two Years" is necessary for Belhaven to pursue the grants discussed during the April 5th meeting.

Submitter Recommendations/Motions: Staff recommends approval of the attached resolution entitled "Resolution to Option Real Property to the Town of Belhaven for Two Years".

Attachments:
1. Cooperage Land Transfer Resolution

Resolution to Option Real Property to the Town of Belhaven for Two Years

Whereas, Beaufort County is the owner of certain tracts of land, generally known as the "Cooperage Tract" and which are located at the intersection of Highway 99 and old US 264 on Main Street, in Belhaven, North Carolina; and

Whereas, the Town of Belhaven has requested these tracts be transferred to the Town of Belhaven so it may seek grant funds for improvements to the said property; and

Whereas, the County wishes to support development of the Belhaven area and this particular property which has been described as the "gateway to Belhaven"; and

Whereas, the Town of Belhaven requires "site control" of the properties in order to seek grant funding opportunities.

Now, Therefore, Be it Resolved that Beaufort County will, pursuant to NCGS 160A-274, option the "Cooperage Tracts" consisting of REIDs 5497, 29439, 28999 and 17461 to the Town of Belhaven for a term of two years so that it can establish "site control" for grant funding opportunities.

Let a copy of this resolution be recorded in the Office of the Register of Deeds, Beaufort County, North Carolina.

Adopted this the 3rd day of May, 2021

Frankie Waters, Chairman
Beaufort County Board of Commissioner

Kathleen Mosher
Beaufort County Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Juvenile Crime Prevention Council (JCPC) Local Match for FY 21-22

Summary of Information: The N.C. Department of Public Safety (DPS) partners with JCPCs in each county to reduce and prevent juvenile crime. The Division of Adult Correction and Juvenile Justice allocates funding to councils annually and this funding is used to subsidize local programs and services. The funds require a 10% match by the County to be drawn down.

The JCPC funding committee has presented its recommendations and the JCPC has approved the proposed funding plan for County consideration. The DPS proposed funding is $185,624. This requires a $18,562 county cash match. Total funding for JCPC programs will be $205,454 due to local in-kind funding of $1,268 from the Mediation Center of Eastern Carolina.

Attached is a copy of the JCPC County Plan for FY 21-22. The Board has historically approved the local 10% match prior to the budget workshops for the new fiscal year.

Fiscal Impact: $18,562 county cash match

Submitter Recommendations/Motions: Approve the JCPC $18,562 County cash match for the FY 21-22 budget.

Attachments:
1. JCPC FY 21-22 Funding Request

Beaufort County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ $185,624 Local Match: $ $19,830 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	4-H Character Education Program	$3,364	$336					$3,700	9%
2	Becoming a Man	$12,350	$1,235					$13,585	9%
3	Mediation Center of Eastern Carolina	$17,421	$1,742		$1,268			$20,431	15%
4	Helping Youth Pursue Excellence (H.Y.P.E.)	$21,500	$2,150					$23,650	9%
5	Cornerstone Families Understanding Nurturing (FUN)	$27,000	$2,700					$29,700	9%
6	Pamlico Pals	$31,545	$3,155					$34,700	9%
7	Horizon	$66,000	$6,600					$72,600	9%
8	JCPC Administration	$6,444	$644					$7,088	9%
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$185,624	$18,562		$1,268			$205,454	10%

The above plan was derived through a planning process by the Beaufort County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 21-22.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Chairperson, Juvenile Crime Prevention Council (Date)

check type ☐ Initial plan ☐ update ☐ final

—DPS Use Only—

Reviewed by _____ Area Consultant Date _____

Reviewed by _____ Program Assistant Date _____

Verified by _____ Designated State Office Staff Date _____

Chairperson, Board of County Commissioners or County Finance Officer (Date)

ver 03/04/2016

Beaufort County
Agenda Abstract

Meeting Date:

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Renewal of Lease for Property Used By Hospital

Summary of Information: The County currently leases property to East Carolina Health – Beaufort, Inc. for facilities commonly known as the "Tideland Mental Health" building and the "Ray G. Silverthorne Crisis Center". The "Tideland" leased property is located at 1308 Highland Drive, Washington and per the existing lease agreement consists of approximately 6,663 square feet. The "Silverthorne" leased property is located at 1379 Cowell Farm Road, Washington and per the existing lease agreement consists of approximately 5,794 square feet. Both lease agreements began on September 1, 2011 with an initial 10-year term ending on August 31, 2021. Per the lease agreements, upon expiration of the initial term, the leases will automatically renew on the same terms and conditions for an additional 5-year period unless terminated by either party by giving a 90-day written notice.

Discussions with Vidant indicate that they wish to continue the lease agreements and are agreeable to negotiating modifications to the leases that will better address the current operations and needs of both parties.

County suggested modifications include but are not limited to:

- Revise square footage to reflect use more accurately
- Allow sub-lease only with County approval
- Remove County providing janitorial services and supplies
- Remove County providing snow removal and ice melt services
- Clarify that the County will only provide maintenance on building infrastructure systems. Tenant will replace bulbs, broken plumbing fixtures, service calls on holidays/weekends, etc. Tenant responsible for door hardware issues/keying issues. Tenant responsible to damage caused to walls, doors, etc.
- County must approve any alteration totaling more than $3,000.00
- No space heaters allowed in building

Alternatives: 1. Take no action and allow the leases to renew for an additional 5-year term on the same terms and conditions.

2. Give notice to terminate the lease agreements.

Fiscal Impact: Current monthly rent:

1. Tideland Mental Health $5,365.37
2. Crisis Center $4,663.35

Submitter Recommendations/Motions: Authorize staff to negotiate renewal of leases, with suggested modifications, for the properties commonly known as the "Tideland Mental Health" building and the "Ray G. Silverthorne Crisis Center".

Attachments:
1. Lease for Ray G. Silverthorne Crisis Center
2. Lease for Tideland Mental Health

EXHIBIT F

LEASE FOR RAY G. SILVERTHORNE CRISIS CENTER

[See attached]

LEASE AGREEMENT

BETWEEN

Landlord

AND

Tenant

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is entered into by and between the COUNTY OF BEAUFORT, a political subdivision of the State of North Carolina (hereinafter referred to as "Landlord") and EAST CAROLINA HEALTH–BEAUFORT, INC. ("Tenant"), a North Carolina nonprofit corporation, this the 1st day of September, 2011.

WITNESSETH

In consideration of the rents hereinafter agreed to be paid and in consideration of the mutual covenants and agreements hereinafter recited, Landlord does hereby lease and demise unto Tenant and Tenant does hereby lease and take as tenant from Landlord, the right to the exclusive use of a portion of space consisting of 5,794 square feet of space located at 1379 Cowell Farm Road, Washington, NC and commonly referred to as the Ray G. Silverthorne Crisis Center building annex (the "Building"). A sketch of the leased space within the Building is shown on Exhibit A attached hereto and is called the "Premises."

TO HAVE AND TO HOLD the said Premises unto Tenant upon the following terms and conditions:

1. TERM. The term of this Lease shall begin on the 1st day of September, 2011, and shall end at 12:00 midnight on the 31st day of August, 2021 (the "Initial Term"). The term of this Lease shall automatically renew at the expiration of the Initial Term for an additional period of five (5) years (the "Renewal Term") on the same terms and conditions unless terminated by Tenant or Landlord by the giving of ninety (90) days prior written notice of termination to the other party. (The Initial Term and the Renewal Term, as applicable shall be referred to herein collectively as the "Term")

2. RENT.

   a. For the first five (5) years of the Initial Term, the Tenant shall pay to Landlord the sum of Fifty-One Thousand One Hundred Sixty Three and 20/100 Dollars ($51,163.20) per year payable in monthly installments of Four Thousand Two Hundred Sixty One and 35/100 Dollars ($4,261.35), each due on the first day of the month, in advance, during the term of this Lease, and payment for the first month of the Lease shall be made upon the date the Landlord shall have made the Premises available for possession by Tenant. Rent for any partial month shall be paid in advance at a rate prorated to the number of days of possession.

   b. Upon the five (5) year anniversary of the Initial Term, the rent shall be adjusted and Tenant shall pay to Landlord the sum of Fifty-One Thousand One Hundred Sixty Three and 20/100 Dollars ($51,163.20) plus an additional amount equal to

the CPI Adjustment Amount (as defined below) per year payable in monthly installments (the "Revised Base Rent Amount").

c. For the Renewal Term, Tenant shall pay to Landlord the sum of Revised Base Rent Amount plus an additional amount equal to the CPI Adjustment Amount.

d. The "CPI Adjustment Amount" means an additional amount of rent equal to the rent during the immediately preceding prior year of the Term multiplied by the percentage increase or decrease in the Consumer Price Index in that same year of the Term. The term "Consumer Price Index" as used herein shall be the index number in the above-stated month in the column "All Items" in the table entitled "Consumer Price Index – All Urban Consumers – U.S. City Average 1982-84=100" as published in the Monthly Labor Review by the Bureau of Labor Statistics of the U.S. Department of Labor.

e. Any payment of rent that is not received, in full, within five (5) days after it is due will incur a late charge equal to 5% of the total rent due and owing from Tenant to Landlord on such date. In addition, if any rent or other sum due Landlord in accordance with any provision of this Lease shall not be paid within five (5) days after the date when due, the same shall, unless Landlord shall waive the same, bear interest at the rate of eighteen percent (18%) per year (or, if less, the highest rate allowed by law) from such due date until such sum and all such interest accrued thereon shall have been paid. Interest accrued as aforesaid shall be deemed to be additional rent hereunder due on demand and failure to pay the same shall constitute an Event of Default (hereafter defined). All rent and any other sums due Landlord in accordance with any provision of this Lease shall be paid without notice or demand and without set-off or deduction of any kind, except as otherwise expressly provided in this Lease.

f. The parties acknowledge and agree that the rent set forth in this Lease represents fair market value for the space leased under this Lease. Further, the parties acknowledge and agree that the space leased is reasonable and is necessary for legitimate business purposes. This Lease has been negotiated in an arms length transaction, has not been determined in a manner which takes into account the volume or value of referrals or business that may otherwise be generated between the parties, and the items and services to be provided as set forth herein reflect the commercially reasonable needs of the parties. Further, the parties represent and agree that this Lease does not violate anti-kickback or any state or federal law governing billing or claim submission and does not involve the counseling or promotion of a business arrangement or other activity that violates the law.

3. DELIVERY OF POSSESSION. Landlord will deliver possession of the Premises to Tenant at the commencement of the Term, provided however, if Landlord for any reason whatsoever cannot deliver possession of the Premises to Tenant at the commencement date of the Term as above specified, this Lease shall not be void or voidable; nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom; but in that event, there shall be a proportionate reduction of all rent for the period between the said specified date for commencement of the Term and the date when the Landlord does in fact deliver possession to Tenant. No such failure to give possession on the date of commencement of the Term shall be construed in any way to extend the Term of this Lease. The other provisions of this paragraph to the contrary notwithstanding, it is

provided that if for any reason beyond the control of Landlord the possession of the Premises is not delivered to Tenant within thirty (30) days of the beginning of the Term as specified in Paragraph 1 hereof, then this Lease may be terminated by Tenant and shall be deemed to be terminated upon the receipt by Landlord of written notice from the Tenant to such effect and thereupon neither party hereto shall have any further liability to each other.

4. DEFAULT. The occurrence of one or more of the following events shall constitute a default:

a. Tenant defaults in the due and timely payment of rent and such default continues for 5 days after notice from the Landlord, however, Tenant will not be entitled to more than two (2) notices for monetary defaults during any twelve (12) month period, and if after such two (2) notices any rent is not paid when due, an event of default will be considered to have occurred without further notice.

b. Tenant vacates or abandons premises.

c. Tenant files a petition in bankruptcy or insolvency or a petition for dissolution of Tenant is instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceedings are not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment.

d. Tenant fails to take possession of the Premises within 60 days of the date upon which Landlord delivers possession of the Premises to Tenant.

e. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice thereof has been given to the defaulting party by the other party.

5. END OF TERM, HOLDING OVER. Upon expiration of the Term or the sooner termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, in good order and in a condition substantially similar to the condition of the Premises that existed on the commencement date of this Lease, ordinary wear and tear and casualty excepted, and Tenant shall remove from the Premises all of its property. To the extent any Tenant property has become a fixture, Tenant shall either not remove such property or shall pay the cost of removal, including any costs necessary to restore the Premises to a condition substantially similar to the condition of the Premises that existed on the commencement date. If Tenant shall hold over after the expiration of the Term or earlier termination of this Lease, by such holding over Tenant shall be deemed to be a tenant at will and to have agreed to be bound by all of the terms and conditions of this Lease except those as to the term thereof. Rent due and payable to Landlord from Tenant during any such period of holding over shall be increased to an amount equal to 120% of the amount of Rent set forth in this Lease for the period immediately prior to such expiration or termination. At the end of the Term or expiration of the term of Tenant holding over, or upon sooner termination hereof, Tenant will voluntarily vacate the Premises or upon failure to do so, Landlord at its election, may take all necessary action to remove the Tenant from the Premises. In no event shall the holdover tenancy at will last longer than six (6) months.

6. LANDLORDS REMEDIES UPON DEFAULT BY TENANT. Landlord shall have the following remedies upon a default. These remedies are not exclusive, and they are cumulative and in addition to any remedies now or later allowed by law.

a. Landlord shall have the right to continue this Lease in full force and effect, and the right to enter the Premises without notice to vacate (any right to which is hereby waived by Tenant) and relet them, changing any or all locks on the Premises all without being liable for forcible entry, trespass, or other tort. Tenant shall be liable immediately to Landlord for all costs (including attorney's fees), and any late fees and interest Landlord shall incur in reletting the Premises and Tenant shall pay to Landlord the rent and all costs (including attorney's fees), and any late fees and interest due under this Lease on the date that the same is due, less the rent Landlord receives from any reletting.

b. Landlord shall have the right to terminate this Lease without notice to vacate (any right to which is hereby waived by Tenant) and Tenant's right to possession of the Premises at any time, and re-enter the Premises and Landlord shall have the right to pursue its remedies at law or in equity to recover of Tenant all amounts of rent then due or thereafter accruing and such other damages as are caused by Tenants default.

No course of dealing between Landlord and Tenant or any delay on the part of Landlord in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of Landlord hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

7. USE OF PREMISES, SIGNS. Tenant shall use the Premises for hospital, clinic, or other health care services purposes or administrative services related to the same and no other purpose without Landlord's prior written consent, such consent to be granted or denied in Landlord's sole and exclusive discretion. Tenant shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein. Tenant shall have the right to erect, affix or display on the exterior or interior walls, or doors and windows of the building, such sign or signs advertising the profession of its physicians, and the presence and location of its offices, at such places as Landlord and Tenant shall mutually agree, subject to all regulations and ordinances with respect thereto.

8. DANGEROUS MATERIALS; ENVIROMENTAL WARRANTY. Tenant shall not keep or have on the leased Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the leased Premises or that might be considered to create a hazard. Tenant agrees, represents, and warrants that it will not cause or permit any hazardous materials, (defined below), to be brought upon, kept or used in or about the Premises. All bio-hazardous materials will be properly disposed of in accordance with law. Hazardous materials means any materials controlled, regulated, or prohibited under the Resource, Conservation and Recovery Act, 42 USC 6901 ET. SEQ.; the Comprehensive Environmental Response Compensation and Liability Act, 42 USC 9601 ET. SEQ.; Hazardous Materials Transportation Act, 49 USC 801 ET. SEQ.; Federal Water Pollution Control Act, 33 USC 1321 ET. SEQ.; the Toxic Substances Control Act, 15 USC 2601 ET. SEQ., and the Occupational Safety and Health

Act, 29 USC 651 ET. SEQ. Tenant will indemnify, defend, and hold harmless Landlord from any and all claims, judgments, damages, fines, penalties, liabilities, costs including reasonable attorney fees, or losses that result from the presence of any such hazardous materials on the Premises.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, or sublet the Premises or any part thereof, or license to a third party an interest in the Lease or the Premises or any part thereof.

10. UTILITIES, ELECTRICITY, JANITORIAL, ETC. Landlord shall be responsible for all electric power, gas (natural or LP), water, sewer, and other utilities at the Premises. Landlord shall be responsible for all janitorial services and supplies provided to the Premises. Landlord shall be responsible for the cost of trash pick-up and removal, and fire alarm monitoring if the Premises is so equipped. Landlord shall be responsible for all common area maintenance, including parking lot and green areas maintenance, and including but not limited to grass mowing, shrubbery grooming, debris removal, snow removal, parking lot stripping and patching as necessary.

11. ALTERATIONS BY TENANT. Tenant shall make no alterations, additions or improvements to the Premises without the prior written consent of Landlord. All alterations, additions or improvement made by, for, or at the direction of Tenant shall, when made become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease. Upon the expiration or any earlier termination of this Lease, Tenant shall promptly reimburse Landlord for any expense or cost incurred by Landlord restoring the Premises to the condition in which the Premises were at the time Tenant shall have occupied the same, ordinary wear and tear excepted, fire or other casualty not caused by Tenant, additions and improvements to the Premises consented to in writing by Landlord excepted. Tenant shall promptly pay and discharge any and all licenses, taxes, liens or other charges arising out of or in connection with the performance of any act required of or permitted Tenant hereunder and shall keep the Premises free and clear from any and all such liens or charges.

12. PROPERTY OF TENANT. All property placed on the Premises by, at the direction of, or with the consent of Landlord, its employees, agents, licensees or invitees, shall be at the risk of the Tenant or the owner thereof and Landlord shall not be liable for any loss or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of Landlords proven acts of negligence.

13. TAXES. Landlord shall pay all ad valorem real estate taxes, if any, as they become due, and Tenant shall pay taxes assessed against its personalty in the Building or Premises.

14. REPAIRS AND MAINTENANCE. Landlord shall be responsible for the replacement of filters on the heating and air conditioning equipment. Landlord shall maintain and perform routine and regular maintenance on the heating and air conditioning equipment through out the term of this Lease, including but not limited to belts, refrigerant, compressor, and any and all parts and the entire unit if and when required. Further, Landlord shall make as and when necessary, all repairs, whether interior or exterior to the electrical, plumbing, and other mechanical installations in or on the Premises, the roof, supporting walls, foundation, and to all plate glass doors and windows.

15. LANDLORDS RIGHT OF ENTRY. Landlord shall have the right to enter and to grant licenses to enter the Premises at any time and for such lengths of time as Landlord shall deem reasonable (a) to inspect the Premises, (b) for any purpose which Landlord shall deem necessary for the operation and maintenance of the Building and the general welfare and comfort of its tenants, or (c) to abate any condition of this Lease which constitutes a violation of any covenant or condition of this Lease. No such entry shall of itself without affirmative proof of negligence on the part of Landlord render Landlord liable for any loss or damage to the property of Tenant.

16. INDEMNIFICATION OF LANDLORD. Tenant will neither hold nor attempt to hold Landlord or its tenants, licensees, invitees, agents, servants and employees liable for, and Tenant agrees to and will indemnify, hold harmless, and defend Landlord, and the tenants, licensees, invitees, agents, servants and employees of Landlord against and from any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including without limitation attorneys fees), by or on behalf of any person, firm or corporation incurred in connection with or arising from: (1) injury to person or property occurring on the Premises or in the Building occasioned in whole or in part by any act, omission or negligence on the part of Tenant or any employee, agent, assignee or subtenant of Tenant, or (2) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant whether such use is a lawful or an unlawful use of the Premises, or (3) any breach, violation or non-performance of any covenant in this Lease on the part of Tenant to be observed or performed, or (4) any activity, work, or thing done, permitted, or suffered by Tenant in or about the Premises, or (5) any matter or thing growing out of the occupancy or use of the Premises by Tenant or anyone holding under Tenant, or (6) any act, omissions, or negligence of Tenant or any person claiming under Tenant or the contractors, agents, employees, invitees, or visitors of Tenant, or (7) any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind, and (8) any injury or damage to the person, property, or business of Tenant or its employees, agents, contractors, invitees, visitors, or any other person entering upon the premises under the express or implied invitation of Tenant. Tenant agrees to pay Landlord promptly for all damage to the Building or the Premises and for all damage to tenants or occupants of the Building caused by Tenants misuse or neglect of the Building or Premises or its or their apparatus and appurtenances and Tenant agrees in any event to reimburse and compensate Landlord as an additional rent within five (5) days of rendition of any statement to Tenant by Landlord for expenditures made by Landlord for repairs, damages, fines, costs (including attorney's fees) sustained or incurred by Landlord due to nonperformance or noncompliance with or breach or failure to observe any term, covenant, or condition of the Lease upon Tenants part to be kept, observed, performed or complied with.

17. ANIMALS. Tenant shall keep no domestic or other animal on or about the leased premises.

18. INSURANCE AND INSURANCE RATES. Throughout the term of this Lease, Tenant shall carry fire and extended coverage insuring its interest in the personal property in the Building and Premises, including but limited to its interest in its office furniture, equipment, supplies and other property. Landlord shall throughout the term of this Lease carry fire and extended coverage insurance insuring its interest in the Building and

Premises by insurance companies in such amounts as will adequately insure its interest for the full replacement costs value of the Building and Premises. Tenant shall carry public liability insurance with limits of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenants use or occupancy of the Premises, which will show the Landlord as an additional insured. Tenant hereby waives any claim of right of action which it may have against Landlord for any loss or damage covered by such insurance. Tenant shall carry Workers Compensation insurance insuring against and satisfying Lessee's obligations and liabilities under the workers compensation laws of the state. Tenant will provide to Landlord prior to taking possession of the Premises certificates of insurance evidencing all required coverage under this Lease is properly in force as required by this Lease. Tenant shall not do or cause to be done or permit on the Premises or in the Building anything deemed extrahazardous on account of fire and Tenant shall not use the Premises or the Building in any manner which will cause an increase in the premium rate for any insurance in effect on the building or a part thereof. If, because of anything done, caused to be done, permitted or omitted by Tenant its agents, servants or employees the premium rate for any kind of insurance in effect on the Building or any part thereof shall be raised, Tenant shall pay Landlord on demand, the amount of any such increase in premium which Landlord shall pay for such insurance and if Landlord shall demand that Tenant remedy the condition which caused any such increase in an insurance premium rate, Tenant shall remedy such condition within five days after receipt of such demand.

19. FIRE OR OTHER CASUALTY. In case of damage by fire or other casualty to the Building, if the damage is so extensive as to amount practically to the total destruction of the Building or to otherwise render the Building untenantable by Tenant, this Lease shall cease, and the rent shall be apportioned pro-rata on a calendar year basis to the time of the damage. In all other cases where the Building is damaged by fire or other casualty, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Building untenantable, in whole or in part, there shall be an apportionment of the rent prorated on a calendar year basis until the damage has been repaired. The above notwithstanding, in the event repairs have not been substantially completed within 60 days of such partial destruction, or cannot reasonably be expected to be fully completed within 120 days from the date of such partial destruction, Tenant has the right to cancel this Lease by providing written notice to the Landlord, such cancellation effective immediately. If Landlord shall elect to repair such damage, such repairs shall be commenced within fifteen days of notice to Tenant of such election and such repairs shall be completed within 120 days of notice to Tenant of such election. During the period of repair, the rent shall be reduced to an amount, which bears the same ratio to the rate as the portion of the Building then available for use bears to the entire Building. Upon completion of the repairs, the rent shall thereafter be paid as if no fire or other casualty had occurred. The other provisions of this paragraph notwithstanding, Landlord shall have no obligation to replace or repair any property in the Building or on the Premises belonging to Tenant or to any one claiming through or under Tenant, which such property Landlord shall have the right to require Tenant to remove from the Premises before any repairs are made to the Premises.

20. CONDEMNATION. If the Premises is totally condemned or otherwise totally taken by the exercise of any governmental power, this Lease shall terminate on the date the condemnor has the right to possession of the property being taken. If a portion of the Premises, the Building or appurtenances thereto (such as parking) shall be condemned or

otherwise taken by the exercise of any governmental power so as to render the Premises substantially unfit for use by Tenant, then Tenant can elect to terminate this Lease as of the date the condemnor has the right to possession of the property being taken. If there is a partial taking, then the rent due hereunder will be abated pro rata, but the lease shall continue in full force and effect.

21. QUIET ENJOYMENT. Landlord agrees that Tenant on paying the rent and performing all the terms and conditions of this Lease shall quietly have, hold and enjoy the Premises for the term aforesaid.

22. ABANDONMENT. If at any time during the term of this lease Tenant abandons the demised Premises or any part thereof, Landlord may, at its option, enter the demised Premise by any means without being liable for a prosecution thereof, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may at its discretion, as agent for Tenant, re-let the demised Premises, or any part hereof, for the whole or any part of the then un-expired term, and receive and collect all rent payable by virtue of such re-letting, and at Landlord's option, hold Tenant liable for any difference between the rent, late fees, interest, and costs (including attorney's fees) that would have been payable under this Lease during the balance of the un-expired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant and any property of Tenant is left on the Premises, it is deemed to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

23. NOTICE. Any notice required or permitted to be given hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid, to the following addresses:

To Landlord:

County of Beaufort
Attn: County Manager
121 W. 3rd Street
Washington, North Carolina 27889

To: Tenant

East Carolina Health-Beaufort, Inc.
c/o University Health Systems of Eastern North Carolina, Inc.
Office of Legal Affairs
Attn: Nancy Aycock
P.O. Box 6028
Greenville, NC 27835

or at such other place or places as shall from time-to-time be designated in a notice similarly given. Notice shall be deemed given upon personal delivery or upon signing, or refusal to sign, of the return receipt. Each party shall at all times keep the other party informed of its current address and shall promptly notify the other party of any change specifying such changed address.

24. SUCCESSORS, HEIRS AND ASSIGNS. The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective successors, heirs, legal representatives and assigns.

25. COMPLIANCE BY TENANT WITH GOVERNMENTAL REGULATIONS. In the performance of any acts required of or permitted Tenant under this Lease, Tenant shall obey and comply with all lawful requirements, rules, regulations and ordinances of all legally constituted authorities, existing at any time during the continuance of such performance in any way affecting the Premises or the use of the Premises by Tenant. Without limiting the generality of the foregoing, Landlord and Tenant shall comply with all state and federal laws, including, but not limited to, 42 U.S.C. § 1320a-7b(b) and the regulations promulgated with respect thereto (commonly known as the "Anti-kickback Statute"), 42 U.S.C § 1395nn and the regulations promulgated with respect thereto (commonly known as the "Stark Law"), and Article 28 of Chapter 90 of the North Carolina General Statutes, and P.L. 109-171 section 6032 and the regulations promulgated with respect thereto (commonly known as the "False Claims Act") being a part of the Social Security Act. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with this Agreement, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, then this Agreement shall be renegotiated to comply with then current law. Neither party shall make or receive any payment that would be prohibited under state or federal law.

26. CLIA CERTIFICATION. Tenant shall be solely responsible for complying with the certification requirements of the Clinical Laboratory Improvement Amendments of 1988 CCLIA), found at 42 D.S.C. 263a, if Tenant is required by CLIA to obtain such certification.

27. CONTROLLED SUBSTANCES. Tenant shall be solely responsible for all Tenant's drugs and controlled substances located within the Premises by Tenant, which Tenant shall keep under lock and key and in accordance with all applicable rules and regulations pertaining to same.

28. RECORDING. At the request of either party, Landlord and Tenant agree to execute a memorandum of lease for recording in the County where the Premises is located, and agree that the entire Lease shall not be recorded.

29. ENTIRE AGREEMENT AND AMENDMENTS. This Lease contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written negotiations or agreements and all prior or contemporaneous oral negotiations or agreements between them regarding the subject matter hereof. This Lease may be amended only in writing which writing must be signed by both of the parties. Any prior lease covering the Premises in effect as of the date of this Lease between the parties is terminated by the execution of this Lease.

30. SEVERABILITY. If any provision, or portion thereof, of this Lease shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Lease but shall be limited in its operation to the provision of this Lease directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.

31. OBRA COMPLIANCE. The parties agree that upon request they will make their books, documents and records available to the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representative to the extent required by Section 952 of the Omnibus Budget Reconciliation Act of 1980 and will obtain a similar agreement from any related sub-contractor whom they engage to perform on their behalf.

32. JURISDICTION. This Lease has been entered into in the State of North Carolina and all questions with respect to the construction of this Lease and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina.

33. THIRD PARTY BENEFICIARY. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Lease, arising out of this Lease. The parties agree that nothing in this Lease shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Lease.

34. NO REQUIREMENT TO REFER. Nothing in this Lease, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patient by Tenant to the Landlord or to any other entity affiliated in any way with the Landlord. This Lease is not intended to influence the judgment of Tenant in choosing medical specialists or medical facilities appropriate for the proper care and treatment of patients. Neither Tenant nor its employees or agents shall receive any compensation or remuneration for referrals, if any, to the Landlord or any affiliate. This Lease has been negotiated as an arms-length transaction by independent parties, and the parties hereto agree that any and all rents, compensation and remuneration provided herein is at prevailing market rates.

35. HEADINGS AND SECTION NUMBERS. The headings and numbers of sections and paragraphs contained in the Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.

36. DEFICIT REDUCTION ACT OF 2005. As specified in 42 U.S.C. § 1396a(a)(68), Tenant adopts, as it relates to the provision of services to Hospital as set forth herein, Hospital's written policies regarding compliance with the federal False Claims Act, 31 U.S.C. 3729-3733, administrative remedies for false claims and statements, 31 U.S.C. Chapter 38, state laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such federal and state false claims laws, as well as detailed information regarding Hospital's policies and procedures for detecting and preventing fraud, waste, and abuse. Our policy(ies) is available at: http://www.uhseast.com for your review.

37. ELECTRONIC SIGNATURE. The parties represent and warrant that they have read and understand the Uniform Electronic Transactions Act, as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures as it is applicable to this Agreement, and the parties agree to and adopt the terms and conditions of the same. As such, this Agreement is "signed" if it includes a digital signature, symbol and/or action that is adopted or performed by either party or party's Electronic Agent with the present intent to authenticate or manifest assent to this Agreement, including via email, fax, photocopy, or other electronic means.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

TENANT

EAST CAROLINA HEALTH-BEAUFORT, INC., a
North Carolina nonprofit corporation

By: _____(SEAL)
Print Name ROGER A. ROBERSON
Title PRESIDENT

LANDLORD

COUNTY OF BEAUFORT, a political
subdivision of the State of North Carolina

By: _____(SEAL)
Print name
Chairman of Board of Commissioners

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written,

TENANT

EAST CAROLINA HEALTH-BEAUFORT, INC., a
North Carolina nonprofit corporation

By: _____(SEAL)
Print Name
Title

LANDLORD

COUNTY OF BEAUFORT, a political
subdivision of the State of North Carolina

By: _____(SEAL)
Print name Jerry E Langley
Chairman of Board of Commissioners

EXHIBIT A

Sketch of the Premises

Attached.

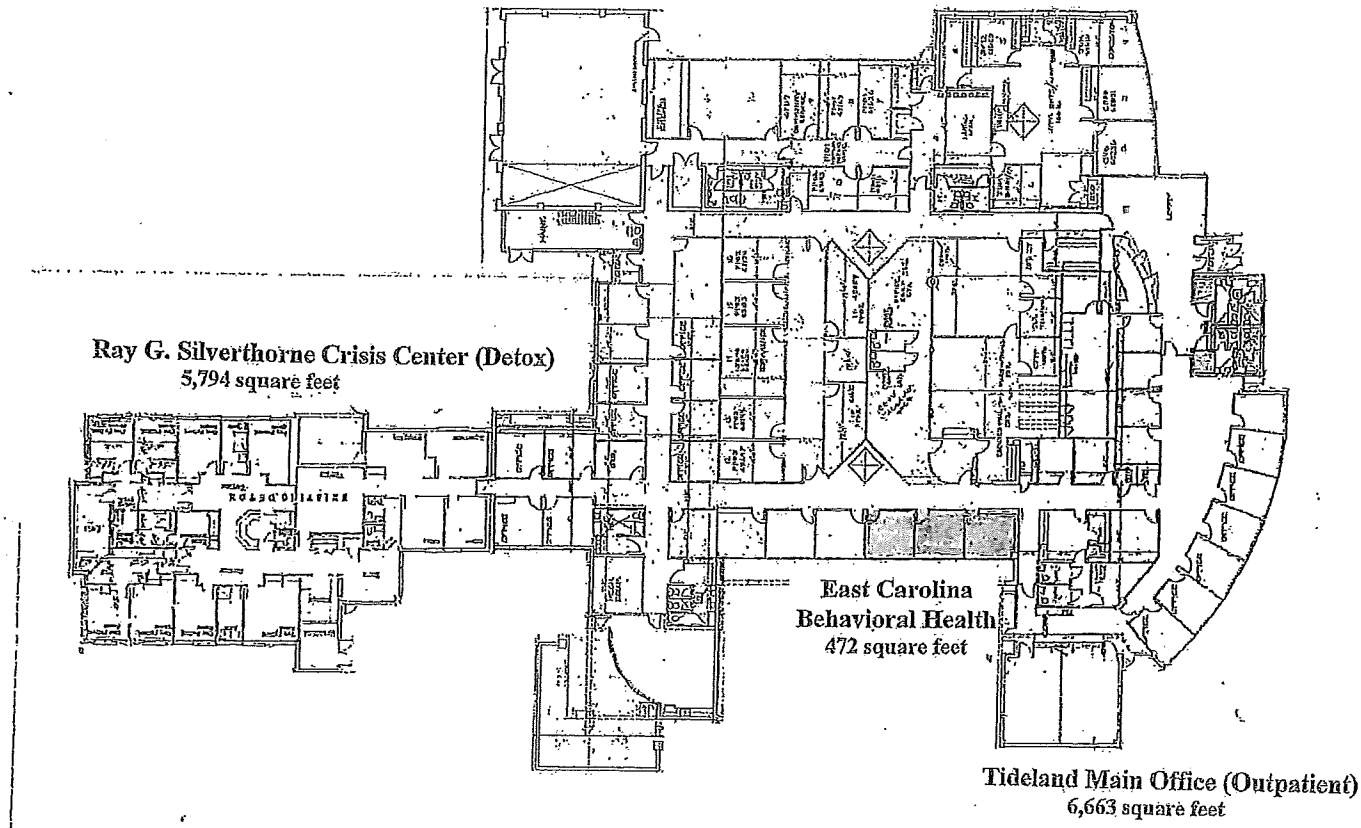

Ray G. Silverthorne Crisis Center (Detox)
5,794 square feet
East Carolina
Behavioral Health
472 square feet
Tideland Main Office (Outpatient)
6,663 square feet

EXHIBIT G

LEASE FOR TIDELAND MENTAL HEALTH

[See attached]

LEASE AGREEMENT

BETWEEN

Landlord

AND

Tenant

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is entered into by and between the COUNTY OF BEAUFORT, a political subdivision of the State of North Carolina (hereinafter referred to as "Landlord") and EAST CAROLINA HEALTH–BEAUFORT, INC. ("Tenant"), a North Carolina nonprofit corporation, this the 1st day of September, 2011.

WITNESSETH

In consideration of the rents hereinafter agreed to be paid and in consideration of the mutual covenants and agreements hereinafter recited, Landlord does hereby lease and demise unto Tenant and Tenant does hereby lease and take as tenant from Landlord, the right to the exclusive use of a portion of space consisting of 6,663 square feet of space located at 1308 Highland Drive, Washington, NC and commonly referred to as the Tideland Mental Health building (the "Building"). A sketch of the leased space within the Building is shown on Exhibit A attached hereto and is called the "Premises."

TO HAVE AND TO HOLD the said Premises unto Tenant upon the following terms and conditions:

1. TERM. The term of this Lease shall begin on the 1st day of September, 2011, and shall end at 12:00 midnight on the 31st day of August, 2021 (the "Initial Term"). The term of this Lease shall automatically renew at the expiration of the Initial Term for an additional period of five (5) years (the "Renewal Term") on the same terms and conditions unless terminated by Tenant or Landlord by the giving of ninety (90) days prior written notice of termination to the other party. (The Initial Term and the Renewal Term, as applicable shall be referred to herein collectively as the "Term")

2. RENT.

   a. For the first five (5) years of the Initial Term, the Tenant shall pay to Landlord the sum of Fifty Eight Thousand Eight Hundred Thirty Four and 29/100 Dollars ($58,834.29) per year payable in monthly installments of Four Thousand Nine Hundred Two and 86/100 Dollars ($4,902.86), each due on the first day of the month, in advance, during the term of this Lease, and payment for the first month of the Lease shall be made upon the date the Landlord shall have made the Premises available for possession by Tenant. Rent for any partial month shall be paid in advance at a rate prorated to the number of days of possession.

   b. Upon the five (5) year anniversary of the Initial Term, the rent shall be adjusted and Tenant shall pay to Landlord the sum of Fifty Eight Thousand Eight Hundred Thirty Four and 29/100 Dollars ($58,834.29) plus an additional amount equal to

the CPI Adjustment Amount (as defined below) per year payable in monthly installments (the "Revised Base Rent Amount").

c. For the Renewal Term, Tenant shall pay to Landlord the sum of Revised Base Rent Amount plus an additional amount equal to the CPI Adjustment Amount.

d. The "CPI Adjustment Amount" means an additional amount of rent equal to the rent during the immediately preceding prior year of the Term multiplied by the percentage increase or decrease in the Consumer Price Index in that same year of the Term. The term "Consumer Price Index" as used herein shall be the index number in the above-stated month in the column "All Items" in the table entitled "Consumer Price Index – All Urban Consumers – U.S. City Average 1982-84=100" as published in the Monthly Labor Review by the Bureau of Labor Statistics of the U.S. Department of Labor.

e. Any payment of rent that is not received, in full, within five (5) days after it is due will incur a late charge equal to 5% of the total rent due and owing from Tenant to Landlord on such date. In addition, if any rent or other sum due Landlord in accordance with any provision of this Lease shall not be paid within five (5) days after the date when due, the same shall, unless Landlord shall waive the same, bear interest at the rate of eighteen percent (18%) per year (or, if less, the highest rate allowed by law) from such due date until such sum and all such interest accrued thereon shall have been paid. Interest accrued as aforesaid shall be deemed to be additional rent hereunder due on demand and failure to pay the same shall constitute an Event of Default (hereafter defined). All rent and any other sums due Landlord in accordance with any provision of this Lease shall be paid without notice or demand and without set-off or deduction of any kind, except as otherwise expressly provided in this Lease.

f. The parties acknowledge and agree that the rent set forth in this Lease represents fair market value for the space leased under this Lease. Further, the parties acknowledge and agree that the space leased is reasonable and is necessary for legitimate business purposes. This Lease has been negotiated in an arms length transaction, has not been determined in a manner which takes into account the volume or value of referrals or business that may otherwise be generated between the parties, and the items and services to be provided as set forth herein reflect the commercially reasonable needs of the parties. Further, the parties represent and agree that this Lease does not violate anti-kickback or any state or federal law governing billing or claim submission and does not involve the counseling or promotion of a business arrangement or other activity that violates the law.

3. DELIVERY OF POSSESSION. Landlord will deliver possession of the Premises to Tenant at the commencement of the Term, provided however, if Landlord for any reason whatsoever cannot deliver possession of the Premises to Tenant at the commencement date of the Term as above specified, this Lease shall not be void or voidable; nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom; but in that event, there shall be a proportionate reduction of all rent for the period between the said specified date for commencement of the Term and the date when the Landlord does in fact deliver possession to Tenant. No such failure to give possession on the date of commencement of the Term shall be construed in any way to extend the Term of this Lease. The other provisions of this paragraph to the contrary notwithstanding, it is

provided that if for any reason beyond the control of Landlord the possession of the Premises is not delivered to Tenant within thirty (30) days of the beginning of the Term as specified in Paragraph 1 hereof, then this Lease may be terminated by Tenant and shall be deemed to be terminated upon the receipt by Landlord of written notice from the Tenant to such effect and thereupon neither party hereto shall have any further liability to each other.

4. DEFAULT. The occurrence of one or more of the following events shall constitute a default:

a. Tenant defaults in the due and timely payment of rent and such default continues for 5 days after notice from the Landlord, however, Tenant will not be entitled to more than two (2) notices for monetary defaults during any twelve (12) month period, and if after such two (2) notices any rent is not paid when due, an event of default will be considered to have occurred without further notice.

b. Tenant vacates or abandons premises.

c. Tenant files a petition in bankruptcy or insolvency or a petition for dissolution of Tenant is instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceedings are not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment.

d. Tenant fails to take possession of the Premises within 60 days of the date upon which Landlord delivers possession of the Premises to Tenant.

e. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice thereof has been given to the defaulting party by the other party.

5. END OF TERM, HOLDING OVER. Upon expiration of the Term or the sooner termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, in good order and in a condition substantially similar to the condition of the Premises that existed on the commencement date of this Lease, ordinary wear and tear and casualty excepted, and Tenant shall remove from the Premises all of its property. To the extent any Tenant property has become a fixture, Tenant shall either not remove such property or shall pay the cost of removal, including any costs necessary to restore the Premises to a condition substantially similar to the condition of the Premises that existed on the commencement date. If Tenant shall hold over after the expiration of the Term or earlier termination of this Lease, by such holding over Tenant shall be deemed to be a tenant at will and to have agreed to be bound by all of the terms and conditions of this Lease except those as to the term thereof. Rent due and payable to Landlord from Tenant during any such period of holding over shall be increased to an amount equal to 120% of the amount of Rent set forth in this Lease for the period immediately prior to such expiration or termination. At the end of the Term or expiration of the term of Tenant holding over, or upon sooner termination hereof, Tenant will voluntarily vacate the Premises or upon failure to do so, Landlord at its election, may take all necessary action to remove the Tenant from the Premises. In no event shall the holdover tenancy at will last longer than six (6) months.

6. LANDLORDS REMEDIES UPON DEFAULT BY TENANT. Landlord shall have the following remedies upon a default. These remedies are not exclusive, and they are cumulative and in addition to any remedies now or later allowed by law.

a. Landlord shall have the right to continue this Lease in full force and effect, and the right to enter the Premises without notice to vacate (any right to which is hereby waived by Tenant) and relet them, changing any or all locks on the Premises all without being liable for forcible entry, trespass, or other tort. Tenant shall be liable immediately to Landlord for all costs (including attorney's fees), and any late fees and interest Landlord shall incur in reletting the Premises and Tenant shall pay to Landlord the rent and all costs (including attorney's fees), and any late fees and interest due under this Lease on the date that the same is due, less the rent Landlord receives from any reletting.

b. Landlord shall have the right to terminate this Lease without notice to vacate (any right to which is hereby waived by Tenant) and Tenant's right to possession of the Premises at any time, and re-enter the Premises and Landlord shall have the right to pursue its remedies at law or in equity to recover of Tenant all amounts of rent then due or thereafter accruing and such other damages as are caused by Tenants default.

No course of dealing between Landlord and Tenant or any delay on the part of Landlord in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of Landlord hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

7. USE OF PREMISES, SIGNS. Tenant shall use the Premises for hospital, clinic, or other health care services purposes or administrative services related to the same and no other purpose without Landlord's prior written consent, such consent to be granted or denied in Landlord's sole and exclusive discretion. Tenant shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein. Tenant shall have the right to erect, affix or display on the exterior or interior walls, or doors and windows of the building, such sign or signs advertising the profession of its physicians, and the presence and location of its offices, at such places as Landlord and Tenant shall mutually agree, subject to all regulations and ordinances with respect thereto.

8. DANGEROUS MATERIALS; ENVIROMENTAL WARRANTY. Tenant shall not keep or have on the leased Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the leased Premises or that might be considered to create a hazard. Tenant agrees, represents, and warrants that it will not cause or permit any hazardous materials, (defined below), to be brought upon, kept or used in or about the Premises. All bio-hazardous materials will be properly disposed of in accordance with law. Hazardous materials means any materials controlled, regulated, or prohibited under the Resource, Conservation and Recovery Act, 42 USC 6901 ET. SEQ.; the Comprehensive Environmental Response Compensation and Liability Act, 42 USC 9601 ET. SEQ.; Hazardous Materials Transportation Act, 49 USC 801 ET. SEQ.; Federal Water Pollution Control Act, 33 USC 1321 ET. SEQ.; the Toxic Substances Control Act, 15 USC 2601 ET. SEQ., and the Occupational Safety and Health

Act, 29 USC 651 ET. SEQ. Tenant will indemnify, defend, and hold harmless Landlord from any and all claims, judgments, damages, fines, penalties, liabilities, costs including reasonable attorney fees, or losses that result from the presence of any such hazardous materials on the Premises.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, or sublet the Premises or any part thereof, or license to a third party an interest in the Lease or the Premises or any part thereof.

10. UTILITIES, ELECTRICITY, JANITORIAL, ETC. Landlord shall be responsible for all electric power, gas (natural or LP), water, sewer, and other utilities at the Premises. Landlord shall be responsible for all janitorial services and supplies provided to the Premises. Landlord shall be responsible for the cost of trash pick-up and removal, and fire alarm monitoring if the Premises is so equipped. Landlord shall be responsible for all common area maintenance, including parking lot and green areas maintenance, and including but not limited to grass mowing, shrubbery grooming, debris removal, snow removal, parking lot stripping and patching as necessary.

11. ALTERATIONS BY TENANT. Tenant shall make no alterations, additions or improvements to the Premises without the prior written consent of Landlord. All alterations, additions or improvement made by, for, or at the direction of Tenant shall, when made become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease. Upon the expiration or any earlier termination of this Lease, Tenant shall promptly reimburse Landlord for any expense or cost incurred by Landlord restoring the Premises to the condition in which the Premises were at the time Tenant shall have occupied the same, ordinary wear and tear excepted, fire or other casualty not caused by Tenant, additions and improvements to the Premises consented to in writing by Landlord excepted. Tenant shall promptly pay and discharge any and all licenses, taxes, liens or other charges arising out of or in connection with the performance of any act required of or permitted Tenant hereunder and shall keep the Premises free and clear from any and all such liens or charges.

12. PROPERTY OF TENANT. All property placed on the Premises by, at the direction of, or with the consent of Landlord, its employees, agents, licensees or invitees, shall be at the risk of the Tenant or the owner thereof and Landlord shall not be liable for any loss or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of Landlords proven acts of negligence.

13. TAXES. Landlord shall pay all ad valorem real estate taxes, if any, as they become due, and Tenant shall pay taxes assessed against its personalty in the Building or Premises.

14. REPAIRS AND MAINTENANCE. Landlord shall be responsible for the replacement of filters on the heating and air conditioning equipment. Landlord shall maintain and perform routine and regular maintenance on the heating and air conditioning equipment through out the term of this Lease, including but not limited to belts, refrigerant, compressor, and any and all parts and the entire unit if and when required. Further, Landlord shall make as and when necessary, all repairs, whether interior or exterior to the electrical, plumbing, and other mechanical installations in or on the Premises, the roof, supporting walls, foundation, and to all plate glass doors and windows.

15. LANDLORDS RIGHT OF ENTRY. Landlord shall have the right to enter and to grant licenses to enter the Premises at any time and for such lengths of time as Landlord shall deem reasonable (a) to inspect the Premises, (b) for any purpose which Landlord shall deem necessary for the operation and maintenance of the Building and the general welfare and comfort of its tenants, or (c) to abate any condition of this Lease which constitutes a violation of any covenant or condition of this Lease. No such entry shall of itself without affirmative proof of negligence on the part of Landlord render Landlord liable for any loss or damage to the property of Tenant.

16. INDEMNIFICATION OF LANDLORD. Tenant will neither hold nor attempt to hold Landlord or its tenants, licensees, invitees, agents, servants and employees liable for, and Tenant agrees to and will indemnify, hold harmless, and defend Landlord, and the tenants, licensees, invitees, agents, servants and employees of Landlord against and from any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including without limitation attorneys fees), by or on behalf of any person, firm or corporation incurred in connection with or arising from: (1) injury to person or property occurring on the Premises or in the Building occasioned in whole or in part by any act, omission or negligence on the part of Tenant or any employee, agent, assignee or subtenant of Tenant, or (2) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant whether such use is a lawful or an unlawful use of the Premises, or (3) any breach, violation or non-performance of any covenant in this Lease on the part of Tenant to be observed or performed, or (4) any activity, work, or thing done, permitted, or suffered by Tenant in or about the Premises, or (5) any matter or thing growing out of the occupancy or use of the Premises by Tenant or anyone holding under Tenant, or (6) any act, omissions, or negligence of Tenant or any person claiming under Tenant or the contractors, agents, employees, invitees, or visitors of Tenant, or (7) any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind, and (8) any injury or damage to the person, property, or business of Tenant or its employees, agents, contractors, invitees, visitors, or any other person entering upon the premises under the express or implied invitation of Tenant. Tenant agrees to pay Landlord promptly for all damage to the Building or the Premises and for all damage to tenants or occupants of the Building caused by Tenants misuse or neglect of the Building or Premises or its or their apparatus and appurtenances and Tenant agrees in any event to reimburse and compensate Landlord as an additional rent within five (5) days of rendition of any statement to Tenant by Landlord for expenditures made by Landlord for repairs, damages, fines, costs (including attorney's fees) sustained or incurred by Landlord due to nonperformance or noncompliance with or breach or failure to observe any term, covenant, or condition of the Lease upon Tenants part to be kept, observed, performed or complied with.

17. ANIMALS. Tenant shall keep no domestic or other animal on or about the leased premises.

18. INSURANCE AND INSURANCE RATES. Throughout the term of this Lease, Tenant shall carry fire and extended coverage insuring its interest in the personal property in the Building and Premises, including but limited to its interest in its office furniture, equipment, supplies and other property. Landlord shall throughout the term of this Lease carry fire and extended coverage insurance insuring its interest in the Building and

Premises by insurance companies in such amounts as will adequately insure its interest for the full replacement costs value of the Building and Premises. Tenant shall carry public liability insurance with limits of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenants use or occupancy of the Premises, which will show the Landlord as an additional insured. Tenant hereby waives any claim of right of action which it may have against Landlord for any loss or damage covered by such insurance. Tenant shall carry Workers Compensation insurance insuring against and satisfying Lessee's obligations and liabilities under the workers compensation laws of the state. Tenant will provide to Landlord prior to taking possession of the Premises certificates of insurance evidencing all required coverage under this Lease is properly in force as required by this Lease. Tenant shall not do or cause to be done or permit on the Premises or in the Building anything deemed extrahazardous on account of fire and Tenant shall not use the Premises or the Building in any manner which will cause an increase in the premium rate for any insurance in effect on the building or a part thereof. If, because of anything done, caused to be done, permitted or omitted by Tenant its agents, servants or employees the premium rate for any kind of insurance in effect on the Building or any part thereof shall be raised, Tenant shall pay Landlord on demand, the amount of any such increase in premium which Landlord shall pay for such insurance and if Landlord shall demand that Tenant remedy the condition which caused any such increase in an insurance premium rate, Tenant shall remedy such condition within five days after receipt of such demand.

19. FIRE OR OTHER CASUALTY. In case of damage by fire or other casualty to the Building, if the damage is so extensive as to amount practically to the total destruction of the Building or to otherwise render the Building untenantable by Tenant, this Lease shall cease, and the rent shall be apportioned pro-rata on a calendar year basis to the time of the damage. In all other cases where the Building is damaged by fire or other casualty, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Building untenantable, in whole or in part, there shall be an apportionment of the rent prorated on a calendar year basis until the damage has been repaired. The above notwithstanding, in the event repairs have not been substantially completed within 60 days of such partial destruction, or cannot reasonably be expected to be fully completed within 120 days from the date of such partial destruction, Tenant has the right to cancel this Lease by providing written notice to the Landlord, such cancellation effective immediately. If Landlord shall elect to repair such damage, such repairs shall be commenced within fifteen days of notice to Tenant of such election and such repairs shall be completed within 120 days of notice to Tenant of such election. During the period of repair, the rent shall be reduced to an amount, which bears the same ratio to the rate as the portion of the Building then available for use bears to the entire Building. Upon completion of the repairs, the rent shall thereafter be paid as if no fire or other casualty had occurred. The other provisions of this paragraph notwithstanding, Landlord shall have no obligation to replace or repair any property in the Building or on the Premises belonging to Tenant or to any one claiming through or under Tenant, which such property Landlord shall have the right to require Tenant to remove from the Premises before any repairs are made to the Premises.

20. CONDEMNATION. If the Premises is totally condemned or otherwise totally taken by the exercise of any governmental power, this Lease shall terminate on the date the condemnor has the right to possession of the property being taken. If a portion of the Premises, the Building or appurtenances thereto (such as parking) shall be condemned or

otherwise taken by the exercise of any governmental power so as to render the Premises substantially unfit for use by Tenant, then Tenant can elect to terminate this Lease as of the date the condemnor has the right to possession of the property being taken. If there is a partial taking, then the rent due hereunder will be abated pro rata, but the lease shall continue in full force and effect.

21. QUIET ENJOYMENT. Landlord agrees that Tenant on paying the rent and performing all the terms and conditions of this Lease shall quietly have, hold and enjoy the Premises for the term aforesaid.

22. ABANDONMENT. If at any time during the term of this lease Tenant abandons the demised Premises or any part thereof, Landlord may, at its option, enter the demised Premise by any means without being liable for a prosecution thereof, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may at its discretion, as agent for Tenant, re-let the demised Premises, or any part hereof, for the whole or any part of the then un-expired term, and receive and collect all rent payable by virtue of such re-letting, and at Landlord's option, hold Tenant liable for any difference between the rent, late fees, interest, and costs (including attorney's fees) that would have been payable under this Lease during the balance of the un-expired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant and any property of Tenant is left on the Premises, it is deemed to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

23. NOTICE. Any notice required or permitted to be given hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid, to the following addresses:

To Landlord:

County of Beaufort
Attn: County Manager
121 W. 3rd Street
Washington, North Carolina 27889

To: Tenant

East Carolina Health-Beaufort, Inc.
c/o University Health Systems of Eastern North Carolina, Inc.
Office of Legal Affairs
Attn: Nancy Aycock
P.O. Box 6028
Greenville, NC 27835

or at such other place or places as shall from time-to-time be designated in a notice similarly given. Notice shall be deemed given upon personal delivery or upon signing, or refusal to sign, of the return receipt. Each party shall at all times keep the other party informed of its current address and shall promptly notify the other party of any change specifying such changed address.

24. SUCCESSORS, HEIRS AND ASSIGNS. The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective successors, heirs, legal representatives and assigns.

25. COMPLIANCE BY TENANT WITH GOVERNMENTAL REGULATIONS. In the performance of any acts required of or permitted Tenant under this Lease, Tenant shall obey and comply with all lawful requirements, rules, regulations and ordinances of all legally constituted authorities, existing at any time during the continuance of such performance in any way affecting the Premises or the use of the Premises by Tenant. Without limiting the generality of the foregoing, Landlord and Tenant shall comply with all state and federal laws, including, but not limited to, 42 U.S.C. § 1320a-7b(b) and the regulations promulgated with respect thereto (commonly known as the "Anti-kickback Statute"), 42 U.S.C § 1395nn and the regulations promulgated with respect thereto (commonly known as the "Stark Law"), and Article 28 of Chapter 90 of the North Carolina General Statutes, and P.L. 109-171 section 6032 and the regulations promulgated with respect thereto (commonly known as the "False Claims Act") being a part of the Social Security Act. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with this Agreement, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, then this Agreement shall be renegotiated to comply with then current law. Neither party shall make or receive any payment that would be prohibited under state or federal law.

26. CLIA CERTIFICATION. Tenant shall be solely responsible for complying with the certification requirements of the Clinical Laboratory Improvement Amendments of 1988 CCLIA), found at 42 D.S.C. 263a, if Tenant is required by CLIA to obtain such certification.

27. CONTROLLED SUBSTANCES. Tenant shall be solely responsible for all Tenant's drugs and controlled substances located within the Premises by Tenant, which Tenant shall keep under lock and key and in accordance with all applicable rules and regulations pertaining to same.

28. RECORDING. At the request of either party, Landlord and Tenant agree to execute a memorandum of lease for recording in the County where the Premises is located, and agree that the entire Lease shall not be recorded.

29. ENTIRE AGREEMENT AND AMENDMENTS. This Lease contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written negotiations or agreements and all prior or contemporaneous oral negotiations or agreements between them regarding the subject matter hereof. This Lease may be amended only in writing which writing must be signed by both of the parties. Any prior lease covering the Premises in effect as of the date of this Lease between the parties is terminated by the execution of this Lease.

30. SEVERABILITY. If any provision, or portion thereof, of this Lease shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Lease but shall be limited in its operation to the provision of this Lease directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.

31. OBRA COMPLIANCE. The parties agree that upon request they will make their books, documents and records available to the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representative to the extent required by Section 952 of the Omnibus Budget Reconciliation Act of 1980 and will obtain a similar agreement from any related sub-contractor whom they engage to perform on their behalf.

32. JURISDICTION. This Lease has been entered into in the State of North Carolina and all questions with respect to the construction of this Lease and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina.

33. THIRD PARTY BENEFICIARY. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Lease, arising out of this Lease. The parties agree that nothing in this Lease shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Lease.

34. NO REQUIREMENT TO REFER. Nothing in this Lease, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patient by Tenant to the Landlord or to any other entity affiliated in any way with the Landlord. This Lease is not intended to influence the judgment of Tenant in choosing medical specialists or medical facilities appropriate for the proper care and treatment of patients. Neither Tenant nor its employees or agents shall receive any compensation or remuneration for referrals, if any, to the Landlord or any affiliate. This Lease has been negotiated as an arms-length transaction by independent parties, and the parties hereto agree that any and all rents, compensation and remuneration provided herein is at prevailing market rates.

35. HEADINGS AND SECTION NUMBERS. The headings and numbers of sections and paragraphs contained in the Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.

36. DEFICIT REDUCTION ACT OF 2005. As specified in 42 U.S.C. § 1396a(a)(68), Tenant adopts, as it relates to the provision of services to Hospital as set forth herein, Hospital's written policies regarding compliance with the federal False Claims Act, 31 U.S.C. 3729-3733, administrative remedies for false claims and statements, 31 U.S.C. Chapter 38, state laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such federal and state false claims laws, as well as detailed information regarding Hospital's policies and procedures for detecting and preventing fraud, waste, and abuse. Our policy(ies) is available at: http://www.uhseast.com for your review.

37. ELECTRONIC SIGNATURE. The parties represent and warrant that they have read and understand the Uniform Electronic Transactions Act, as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures as it is applicable to this Agreement, and the parties agree to and adopt the terms and conditions of the same. As such, this Agreement is "signed" if it includes a digital signature, symbol and/or action that is adopted or performed by either party or party's Electronic Agent with the present intent to authenticate or manifest assent to this Agreement, including via email, fax, photocopy, or other electronic means.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

TENANT

EAST CAROLINA HEALTH–BEAUFORT, INC., a
North Carolina nonprofit corporation

By: _____(SEAL)
Print Name ROGER A. ROBERTSON
Title PRESIDENT

LANDLORD

COUNTY OF BEAUFORT, a political
subdivision of the State of North Carolina

By: _____(SEAL)
Print name
Chairman of Board of Commissioners

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

TENANT

EAST CAROLINA HEALTH–BEAUFORT, INC., a
North Carolina nonprofit corporation

By: _____(SEAL)
Print Name
Title

LANDLORD

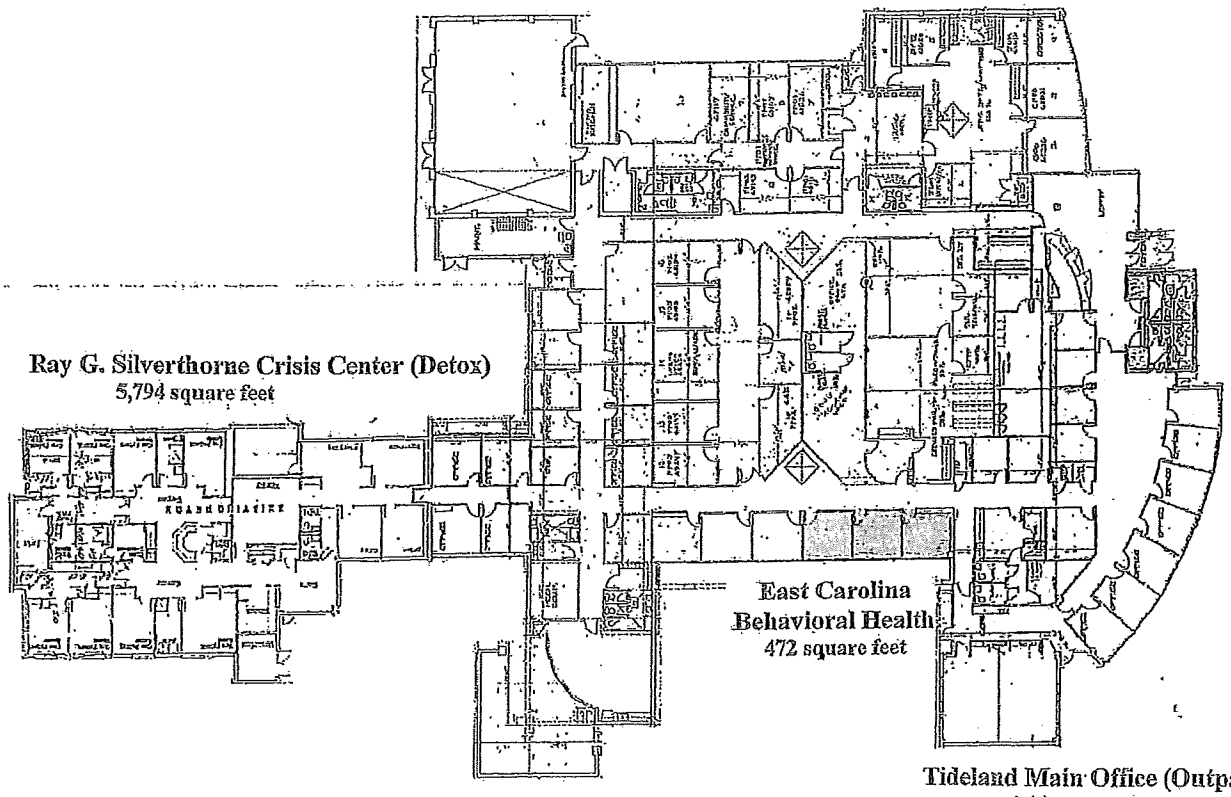
COUNTY OF BEAUFORT, a political
subdivision of the State of North Carolina

By: Jerry E Langley (SEAL)
Print name Jerry E Langley
Chairman of Board of Commissioners

EXHIBIT A

Sketch of the Premises

Attached.


Ray G. Silverthorne Crisis Center (Detox)
5,794 square feet
East Carolina
Behavioral Health
472 square feet
Tideland Main Office (Outpatient)
6,663 square feet

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Discussion

Presenter: Brian M. Alligood, County Manager

Agenda Title: Update on Broadband Discussions

Summary of Information: The County Manager will provide an update on discussions with Charter Communications and CenturyLink regarding potential broadband projects.

Submitter Recommendations/Motions: Update on broadband discussions.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

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:

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Katie Mosher

From: Christina Smith
Sent: Monday, April 26, 2021 3:22 PM
To: Katie Mosher
Cc: Brian Alligood
Subject: Jail Door Report

BCDC Locking System Upgrade

Montgomery Technology Systems installed remaining locks on chase doors to complete the last punch-list items on Friday, April 16, 2021.

All systems are installed per the contract documents. No issues reported.

Wouldn't it be nice if this was the LAST report??!!

Christina L. Smith, P.E.
Public Works Director
Beaufort County
111 W. 2nd Street -- Washington, NC 27889
Tel. 252-975-0720
christina.smith@co.beaufort.nc.us
E-mail correspondence to and from this address may be subject to the North Carolina public records laws and as so, may be disclosed.

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

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:

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Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Filming Budget Workshops

Summary of Information: Commissioner Richardson would like the Board to consider filming the Budget Workshops.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Discussion On Way Commissioners Are Elected

Summary of Information: Commissioner Richardson would like to hold a discussion on the way Commissioners are elected.

Submitter Recommendations/Motions: Discussion only.

Attachments:

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021

H 1

HOUSE BILL 3

Short Title:	Voter Initiative for Beaufort County.	(Local)
Sponsors:	Representative Kidwell. *For a complete list of sponsors, refer to the North Carolina General Assembly web site.*	
Referred to:	Election Law and Campaign Finance Reform, if favorable, Local Government, if favorable, Rules, Calendar, and Operations of the House	

January 28, 2021

A BILL TO BE ENTITLED

AN ACT TO PROVIDE THE VOTERS OF BEAUFORT COUNTY A RIGHT TO PETITION FOR CHANGES TO THE STRUCTURE OF THE BEAUFORT COUNTY BOARD OF COMMISSIONERS.

The General Assembly of North Carolina enacts:

SECTION 1. Part 4 of Article 4 of Chapter 153A of the General Statutes is amended by adding a new section to read:

"**§ 153A-60.1. Alteration by voter initiative.**

The people may initiate a referendum on proposed alterations authorized by this Part. An initiative petition shall bear the signatures and resident addresses of a number of qualified voters of the county equal to at least ten percent (10%) of the whole number of voters who are registered to vote in the county according to the most recent figures certified by the State Board of Elections or 3,000, whichever is less. The petition shall, with reference to the pertinent provisions of G.S. 153A-58, contain the precise text of the resolution necessary to implement the proposed changes. The petition may not propose changes in the alternative, or more than one integrated set of alterations. Upon receipt of a valid initiative petition, the county board of elections shall call a special election on the question of adopting the alterations proposed therein and shall give public notice of the special election in accordance with G.S. 163-287. The date of the special election shall be the date of the next countywide election, whether primary, general, or special, held more than 90 days after receipt of the petition. If a majority of the votes cast in the special election are in favor of the proposed changes, the resolution is adopted. Alterations adopted under this section shall continue in force for at least two years after the beginning of the term of office of the officers elected under the new manner of election. No initiative petition may be filed (i) within one year and six months following the effective date of a resolution adopting alterations pursuant to this Part, nor (ii) within one year and six months following the date of any election on alterations that were defeated by the voters.

The restrictions imposed by this section on filing initiative petitions shall apply only to petitions concerning the same subject matter.

Nothing in this section shall be construed to prohibit the submission of more than one proposition for alterations on the same ballot so long as no proposition offers a different plan under the same option as another proposition on the same ballot."

SECTION 2. This act applies to Beaufort County only.

SECTION 3. This act is effective when it becomes law.

Beaufort County
Agenda Abstract

Meeting Date:

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Resolution to Not Accept Illegal Immigrants in Beaufort County

Summary of Information: Commissioner Richardson would like the Board to consider adopting the attached resolution entitled "Resolution Not to Accept Illegal Aliens in Beaufort County" and if approved, a copy of the resolution be sent to state and federal officials.

Submitter Recommendations/Motions: Staff will follow the Boards Direction.

Attachments:

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Resolution Not to Accept Illegal Aliens in Beaufort County

Be It Resolved that Beaufort County refuses to accept settlement of illegal aliens in our County, and that this decision be communicated to the state and federal government.

Adopted this, the 3rd day of May, 2021.

Frankie Waters, Chairman
Beaufort County Board of Commissioner

Kathleen Mosher, CMC, NCCCC
Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

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:

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

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
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Invite Sheriff to 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: 5/3/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Public Comments Discussion

Summary of Information: Commissioner Richardson would like to discuss public officials making presentations during public comments for private citizens.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:

§ 160A-81.1. Public comment period during regular meetings.

The council shall provide at least one period for public comment per month at a regular meeting of the council. The council may adopt reasonable rules governing the conduct of the public comment period, including, but not limited to, rules (i) fixing the maximum time allotted to each speaker, (ii) providing for the designation of spokesmen for groups of persons supporting or opposing the same positions, (iii) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall, and (iv) providing for the maintenance of order and decorum in the conduct of the hearing. The council is not required to provide a public comment period under this section if no regular meeting is held during the month. (2005-170, s. 3.)

PUBLIC COMMENT PROCEDURES

BEAUFORT COUNTY BOARD OF COMMISSIONERS

The Beaufort County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. In addition to public hearings, a special time is set aside for the purpose of receiving such comments and suggestions. All comments and suggestions addressed to the Board during the Public Comments period shall be subject to the following procedures:

1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty (30) minutes.

2. People who wish to address the Board during the Public Comment period will register on a sign-up sheet available with the Clerk to the Board indicating their name and a telephone number. Citizens may have their name placed on the list to speak by telephone, e-mail or in person.

3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.

4. Speakers will be acknowledged by the Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the podium at the front of the room and will begin their remarks by stating their name and address.

5. Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual Commissioner. Discussions between speakers and members of the audience will not be allowed.

6. Speakers will be courteous in their language and presentation and must refrain from personal attacks and the use of profanity.

7. Only one speaker will be acknowledged at a time. If the time period runs out before all people who have signed up get to speak, those remaining names will be carrier over to the next Public Comments period.

8. Any applause will be held until the end of the Public Comment period.

9. Speakers who have prepared written remarks or have supporting documents are encouraged to leave a copy with the Clerk to the Board.

10. Speakers shall not discuss any of the following:

    - Matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board.

- Matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel and property acquisition.
- Matters which are made confidential by law.
- Matters which are the Subject of a public hearing.

11. Information sheets outlining the process for the public's participation in the Board meetings are available from the Clerk to the Board.

12. Action, responses or comments by the Board on items brought up during the Public Comment period will be at the discretion of the Board.

Adopted by unanimous vote on December 7, 2015.

Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Stan Deatherage and Commissioner Hood Richardson

Agenda Title: Ameican Recue Plan Act Money Recommendations

Summary of Information: Commissioner Deatherage and Commissioner Richardson would like the Board to consider using the American Rescue Plan Act money for the following:

- Solid Waste
- Register of Deeds
- Build out basement of courthouse to increase number of jail cells
- Airport
- Belhaven and Aurora Sewer
- Belhaven Tidal Flood
- County Library

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Decision

Presenter: Commissioner Stan Deatherage

Agenda Title: Resolution in Defense of our United States Sovereignty, and our Immediate Desistance as an Accessory to Human Trafficking at the Southern Boarder

Summary of Information: Commissioner Deatherage would like the Board to consider the attached resolution entitled "*Resolution in Defense of our United States Sovereignty, and our Immediate Desistance as an Accessory to Human Trafficking at the Southern Border*".

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:

Resolution in Defense of Our United States Sovereignty, and our Immediate Desistance as an Accessory to Human Trafficking at the Southern Border

Whereas, no nation, including the United States of America, can continue to exist if it does not protect its borders from that which would do the People of this Constitutional Republic irreputable harm, and;

Whereas, it is the professed intent of the Leftist wing of the Democratic Socialist party to remake OUR Republic into a Socialist nation of one-party rule, where our economy, our society, and our liberties are destroyed in increments to weaken our people, and force them to become more dependent upon the State, and;

Whereas, Presidential Candidate Biden pronounced he would "be the most progressive president in American history", and then sent signals to his new Leftist supporters, and interested disparate peoples from across the World that he would NOT respect the sovereignty of our borders, welcoming all, especially at OUR Southern Border, and;

Whereas, Joe Biden, as the titular head of the Leftist political duo of Biden /Harris, is currently managed by the Socialist Leftists in control of the executive branch, and congress, to the extent that his Open Southern Border policy engineered by Executive Orders ratified only hours within the first day(s) since his official occupancy of the office, were designed to completely undue President Trump's purposeful work to control the Southern Border; in some cases to defy the Rule of Law, and set their expectant stage for the "Browning of America", which is Leftist speak for remaking our Republic into a Socialist, possibly Marxist one party state, and;

Whereas, the explosion of the unaccompanied minors parallel was engendered by an executive order to re-unite hundreds of families, in OUR Republic illegally, has, in accompaniment with the Biden /Harris Executive Order to end the congressionally legislated immigration law requiring Asylum Seekers to apply for Asylum in the first nearest country to their nation of origin, and the re-institution of the Obama /Biden "Catch and Release" immigration plan, has created a catastrophe not a "challenge" at OUR Southern Border with Mexico, and;

Whereas, the Democratic Socialists' initiatives to achieve their concept of the "Browning of America" by employing these aforementioned executive orders, some unconstitutional in nature, Human Trafficking of children has exploded to the point that OUR Southern Border is inundated by Illegals, unaccompanied minors and otherwise, existing in intolerable conditions, which has necessitated the hyper "progressive" Biden /Harris administration to impose and enforce a News Blackout in Detention Camps - completely in defiance of the First Amendment - to maintain their propagandist approach, in colluded coordination with the corrupt Democratic Socialist Propagandist Media, of messaging their unabated lies to the American People; lies born of a grand hypocrisy, not least of which is that nearly 10% of all Illegals released, unrestricted, into our nation of a "coronavirus-locked-down-people" are infected with Covid, and;

Whereas, the Mexican Drug Cartels have seized upon the Democratic Socialists' nefarious initiatives, in effect using the Biden /Harris administration as a willing Accessory to their Evil of creating a burgeoning industry of transporting unaccompanied minors; all of which are in constant danger, many of whom are purchased as unaccompanied slaves, and are no relation to any Illegals - the infamous and integral component of the Democratic Socialists' "Browning of America" - therefore in full commitment;

Therefore, Let it be Resolved, that the Beaufort County Commissioners recognize these Leftists' unrelenting directive to remake this Constitutional Republic into a Socialist society of one-party rule by their destroying the sovereignty of OUR Representative Republic by their "Browning of America" initiative, whereby these Beaufort County Commissioners pledge to relentlessly advocate that our federal government be forced to govern in a constitutional manner, and;

Furthermore, Let it be Resolved, that these Beaufort County Commissioners recognize that "All politics are local", which constitutes the proposition that most governing is local, and therefore the cost of Leftists importing Illegals into our communities to achieve their abhorrent unconstitutional objective of remaking America into a Socialist or Marxist state, where one party rule would keep this Republic an abomination without promise, which would be an undue burden of despair upon our People, whereby, as our constituents forgo their liberties, would ultimately fund an untenantable, unpatriotic transition, whence these Beaufort County Commissioners are now sworn to correct by whatever means necessary.

Adopted this the 3rd day of May, 2021

Frankie Waters, Chairman
Beaufort County Board of Commissioner

Kathleen Mosher, CMC, NCCCC
Clerk to the Board