The Beaufort County Board of Commissioner met in regular session Monday, May 3, 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 Rebholz led the Pledge of Allegiance.

Conflict of Interest Statement

Chairman Waters asked if anyone had a conflict with this evening's agenda items.

No one spoke.

Approval of Agenda

Commissioner Walker said he has two possible things he would like to add to the agenda. He said I need your help with how to possibly compose this, but the Northside High School football team is advancing to the state championship this Saturday and I want to wish them well and also want to recognize the success that Washington High School had. He said they had a really good run so I would like to maybe make a motion at some point to agree to honor their abilities.

Chairman Waters said make a motion to add it to the agenda and we'll vote on it.

Motion: Commissioner Walker motioned that we add discussion on how to honor the Northside and Washington High School football teams. Chairman Waters seconded. The vote was unanimous.

Commissioner Walker said it's kind of the other night at the meeting we had here concerning Beaufort County law enforcement we asked that there be a little bit tighter shot be made instead of the wider shots and it seemed to work well. He said I absolutely recognize that we're not sitting in our usual seats and the shots might be hard to get but if we could start working towards that I think it would be a great help for those that are watching it. He said not only for the delay but also streaming live because it helps when you see somebody who's actually doing the talking.

Motion: Commissioner Walker motioned to add a discussion about tighter camera shots to the agenda. Commissioner Richardson seconded. The vote was unanimous.

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

Public Comments

Ms. Dawn Brinson Slann said she's a resident of Beaufort County, a small business owner and a taxpayer, born and raised in Beaufort County, moved away because of my career, and returned to live full-time in December 2019. She said I am active in the community and try to participate in issues that will try to grow our County into something where families will want to stay, and others will want to come and contribute to the positive growth in our County. She said I came to my first County Commissioners meeting on Monday, April 25, 2021 to try and understand your role in helping our County be successful. She said you were elected by the people of this County to act and make decisions on their behalf and are here because they believed you would follow through with the campaign promises you made, whatever they might have been. She said based on the exchange of conversation, dissertations length, explanations of how I and me think things should be and the power grab approach that I observed I am confused as to how you are contributing to Beaufort County's growth. She said I'll share some examples so you can understand. She said there was a request by a local mayor to use property donated to the County but currently underutilized to help boost the economy in his small town. She said instead of brainstorming to progress the request the focus was how to control the land, including extensive discussion amongst yourself about providing future access to the property for a community ferry use that is only in the early stages of a two-year study and naming the project of the land after the donor. She said this exchange was an eye opener into the unnecessary level of detail explored in the issues and the time that is wasted here. She said when presented an offer to purchase land in the industrial park you chatted amongst yourselves about what you would like to see but in the end you decided you would not accept the offer that represented a disposal of the land. She said I'm going to assume that none of you know Mr. Harry Smith, the gentlemen that made the offer, or how much money Mr. Smith puts into this County on a monthly basis. She said he could spend his money in other places, but he chooses the City of Washington and Beaufort County because he believes in positive growth. She said you floated the idea to counter the offer, but discussions were focused on how you could put qualifiers on the sale. She said I will remind you, as one of you clearly stated, it's not like there's a waiting list of companies or developers waiting to purchase or develop land in that industrial park. She said then airing personal disdain and historical axes to grind between the Sheriff's Department and the Board of Commissioners, I don't believe the taxpayers don't want to hear what's been asked, what's been told, and they probably don't care how many years it's been perpetuated. She said there's bad behavior on both sides. She said I believe they would prefer to stop the silliness and find a way to bring the groups together for the benefit of everyone in Beaufort County. She said finally, for the farmers that came to ask for consideration of using available Covid-19 funds to address the broadband problems, thank you for coming to speak and voices to be recorded in the minutes of the meeting. She said instead of hearing how the broadband project could help North Carolina move ahead of California as produce growers and understanding the potential to expand as farming equipment becomes integrated with electronic features that require broadband, you called for a jubilee, a time for others to bring ideas on how to spend the Covid money because you want to choose how the money is spent. She said once again driving personal agendas above the people you represent. She said I'm here tonight to ask that you put aside your desire for power and control and actually listen to what the people of Beaufort County, your bosses, really have to say. She said I'm also asking the people of Beaufort County to attend these meetings in person or virtually and hold each elected official accountable for helping our County grow.

Ms. Kathy Vazquez said I wanted to speak about this movement for a county police force. She said I just think it's a ridiculous waste of time. She said it's a vendetta driven by personal animosity and it's been going on for a long time. She said at some point all involved need to grow up, put on your big boy pants and make decisions that are best for the County. She said I hope you don't expect us taxpayers to pay for a new location, cars, uniforms, supplies, all that goes into a new county police force. She said if other counties have tried this and disband them and Gaston County is the only one out of 100 counties in this state that has one then there must be a good reason and it's financial, I would guess. She said out County doesn't need another bureaucracy run by the County Commissioners. She said there will definitely be conflict with two law enforcement divisions, there will definitely be conflict. She said there needs to be true reasons for such a drastic action, but I've not heard one yet. She said to me, what I've heard from all the folks that I've talked to and the things that I've read in various areas tell me that this is just a personal vendetta and I think it's a huge waste of our time and our money. She said I would hope the Commissioners would take that into consideration.

Commissioner Richardson said what is your full name.

Ms. Vazquez said excuse me.

Commissioner Richardson said what is your full name.

Ms. Vazquez said Kathleen Paulina Vazquez. She said do you ask that of all the people who do public comments.

Chairman Waters said our policy says that you're supposed to.

Ms. Vazquez said okay, well then enforce your policy.

American Rescue Plan Act Suggestions

Ms. Vazquez said our County needs for the entire population. She said it's ridiculous that some parents had to drive all over the place looking for parking lots with hotspots so their nine-year-old can sit and do their homework. She said it's also a business decision whether or not we have broadband. She said lack of access impacts both present and future businesses. She said I hope strongly you consider using the federal infrastructure money for a countywide system. She said it brings us up to date and positions us for the future. She said I know there are other competing interests for this money, but I think the broadband implementation would be the best use for all of the County members.

Mr. Craig Fullen said I'd like to ask you to use the CARES Act money for high-speed internet in the County. He said I'm a newer resident of Long Point Landing in Chocowinity. He said one of the biggest deterrents of me working from home has been the lack of high-speed internet access. He said I work in software engineering and I share pictures of the beautiful County and the river with other software professionals and friends all the time. He said they fall in love with the pics, and they ask me two questions, is any land and is there good internet. He said I could only answer yes to the first question. He said I have a good friend who would love to be here spending money at local businesses but as an NC State on-line professor he needs reliable high-speed internet access. He said I have a friend who is a teacher at the local community college and tells me stories of kids who come to the parking lot to do their homework because they have no high-speed internet access at home. He said my neighbor has told me how her girls have struggled with on-line learning in elementary school due to the lack, again, of internet access. He said internet is vital to all of our lives and providing high-speed access enables kids to learn remotely, professors to teach on-line, college students to learn from home and we grow our community with well-educated and financially stable citizens. He said so I would like to ask that you spend the money on high-speed internet access.

Legislative Updates for Elected Officials

Chairman Waters said I don't see Representative Kidwell here so we will go on to item H.

Items for Consent

1. Budget Amendment, Health Dept
2. Surplus, Health Dept
3. Vehicle Surplus, Sheriff's Office
4. Surplus Vehicle to Old Ford Fire Department
5. Surplus. Tax Assessor
6. Surplus, DSS
7. Tax Collector Refunds
8. Tax Assessor Refunds
9. Juvenile Crime Prevention Council Certification
10. BCCC Board of Trustee Reappointment
11. Approval of Board of Commissioner Minutes

Commissioner Rebholz said I would like to pull number 1. He said if we could just move it down where Mr. Madson is here under item I.

Chairman Waters said all right.

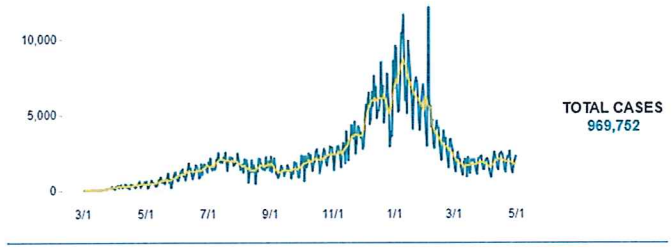
Motion: Commissioner Booth motioned to approve the amended Consent Agenda. Vice-Chairman Langley seconded.

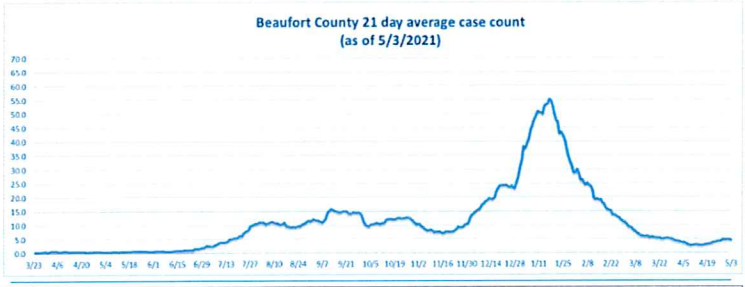
Yes Vote	**No Vote**
Chairman Waters	Commissioner Richardson
Vice-Chairman Langley	
Commissioner Booth	
Commissioner Deatherage	
Commissioner Rebholz	
Commissioner Walker	

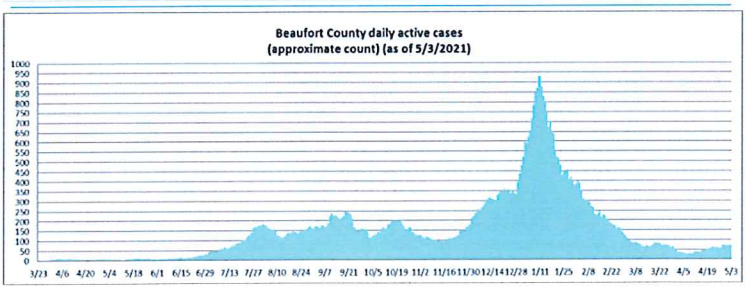
See Addendum 1

Covid Update

Mr. James Madson said gave the following presentation to the Board.





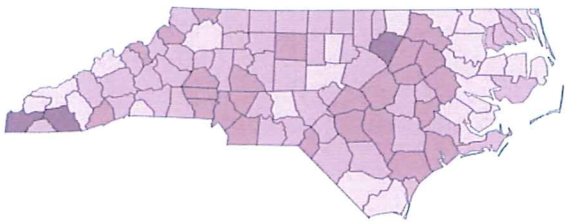


Monday, May 3, 2021		
Tests conducted on Beaufort county residents (to date)	41,764	
Total cases (tested positive)	4,516	
Total hospitalizations that have occurred	236	5.2%
Total Deaths*	93	2.1%
Average age of deaths (years)	78.4	
Known active cases currently in the county	71	
Currently hospitalized	3	4.2%
Currently on a ventilator	-	
Total cases recovered	4,352	96.4%
Outbreaks and Clusters		
Nursing Home	1	
Residential Care Facility	-	
School	-	
Childcare	-	
Deaths* from long term care facilities	43	46%

*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 = 15 per 10,000 (71 Cases)



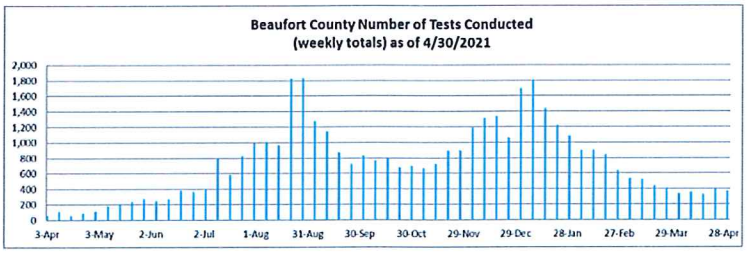
1-15
16-25
26-40
41-55

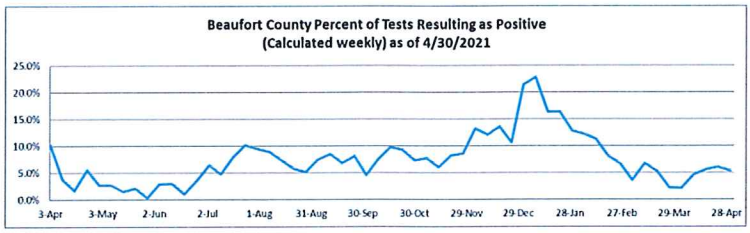
Per 10,000 population

Information

- Mask mandate removed for outdoor activities
- Mass Gathering
  - Indoors up to 100
  - Outdoors up to 200
- Johnson & Johnson pause lifted.

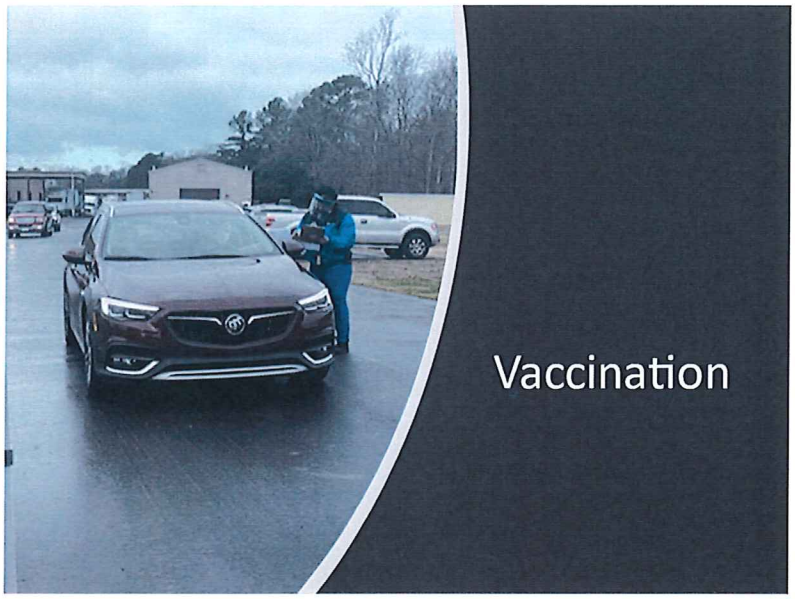
Testing

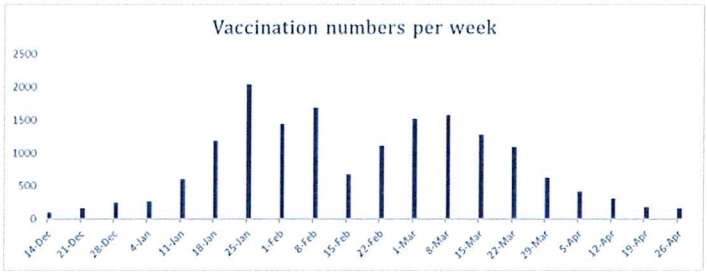




Test Sites

- Workdays – 8:30AM to 11:00AM at the Health Department
- Mondays – 11AM 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
- Thursdays – 9AM to 3PM at the Ruritan Club in Bath (starting May 13)
- Reminder that most medical clinics also offer testing





Commissioner Deatherage said one of the things I'm hearing from some of the holdouts is that the vaccine is rearranging genetic information within the body of the individual who is taking the vaccination. He said is there any truth to that.

Mr. Madson said no. He said it doesn't rearrange your bodies DNA. He said it does go into some cells. He said what it does is it causes the cell to respond, secreting these protein spikes. He said protein spikes that get into your lymphatic system and your body system, which causes your immune system to attack it and that's what builds up your immunity but it's not changing your whole DNA or anything.

Commissioner Deatherage said I stated it in a very inelegant way, but it was something to that affect and it sounded like it was bordering on they really believed it to conspiracy theory and I'm assuming that a lot of our success with reaching, almost reaching herd immunity has been the vaccination.

Mr. Madson said yes.

Commissioner Deatherage said although a lot of it has been we've had a lot of cases in Beaufort County, that's probably helped too but the vaccination, how much of the success would you attribute to the vaccination.

Mr. Madson said I'm trying to figure out how to answer that question and I've got a slide later that's going to show you some of that stuff. He said I think it's contributed quite a bit. He said if one out of every three cases we know of then I'm thinking maybe 20% of our population has been exposed to Covid and has generated some type of response. He said it feeds into that herd immunity so if we get to 70% of people that are immune then I would say if 50% of that is vaccine then the 20% would get us to herd immunity, if everything is like it is right now.

Commissioner Deatherage said so about a 2.7:1 ratio maybe.

Commissioner Walker said are you having a lot of second shot no-shows and are you trying to contact them.

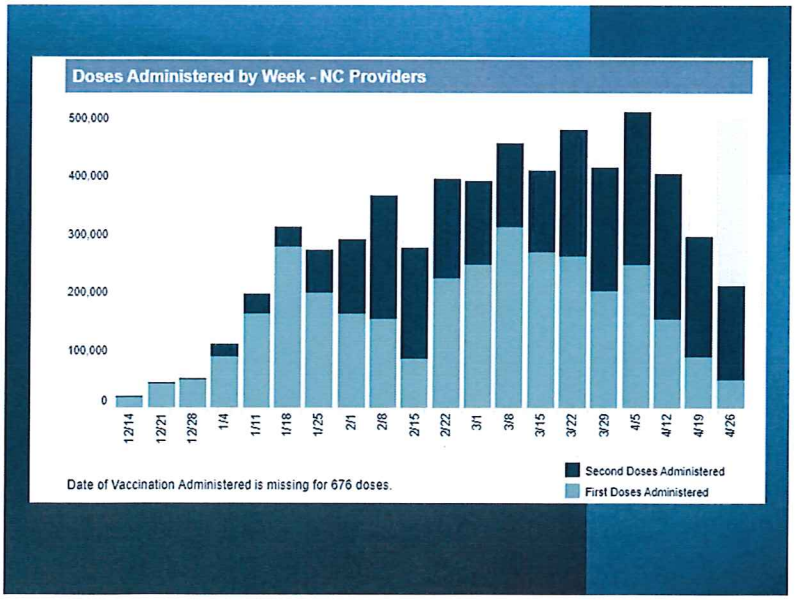
Mr. Madson said we do try to contact everybody. He said everybody who has an appointment, whether it's a first shot or a second we do try to get them in and make sure they're coming in and give them a reminder of their appointments. He said I think the number is probably around 10%. He said they're either not coming in or they're coming in late for their appointments. He said we want to get the second dose in within 45 days. He said but even if they're outside that 45-day window and they get the second shot they don't have to start over or anything like that. He said it's a booster so the way, every time you get exposed to it the better so that's what we're trying to strive for.

Commissioner Deatherage said mask wearing. He said the Governor is still crying wear a mask and we're hearing that from the highest people in his party. He said I'm seeing less and less people wearing masks now. He said I'm also thinking, because I've been exploring all these going along with Covid for about 16 months now. He said it seems like being exposed to Covid in small doses is probably good for the body, if you've been vaccinated or have already been exposed to the anti-body. He said this is where I'm wondering, we're going to become a lockdown generation, part 2. He said are we ever going to get out of this phase where we can't seem to be healthy people on our own. He said do you see where I'm going with this.

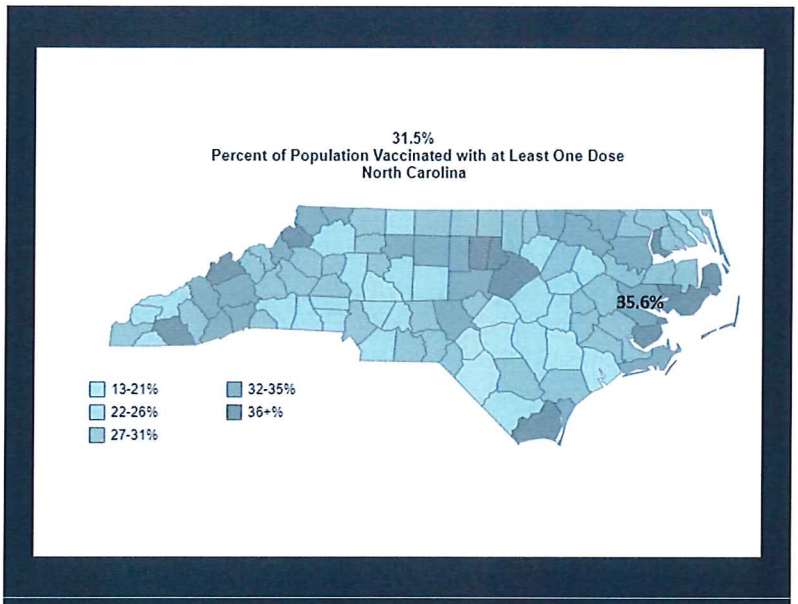
Mr. Madson said that's well above a local health directors' perspective on the mask use. He said I would love for us to get herd immunity so we can just stop using the masks all together.

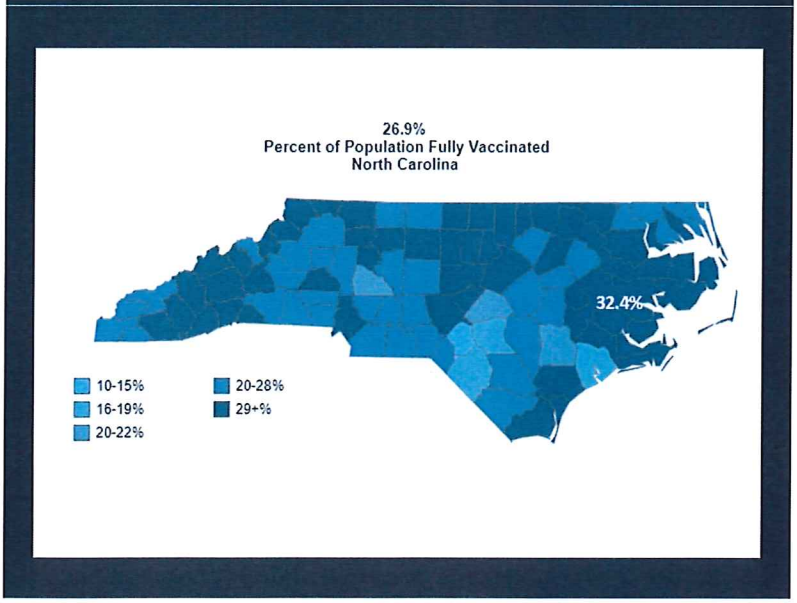
Commissioner Deatherage said don't you think it slows it down just a little bit, not wearing the mask and reaching herd immunity.

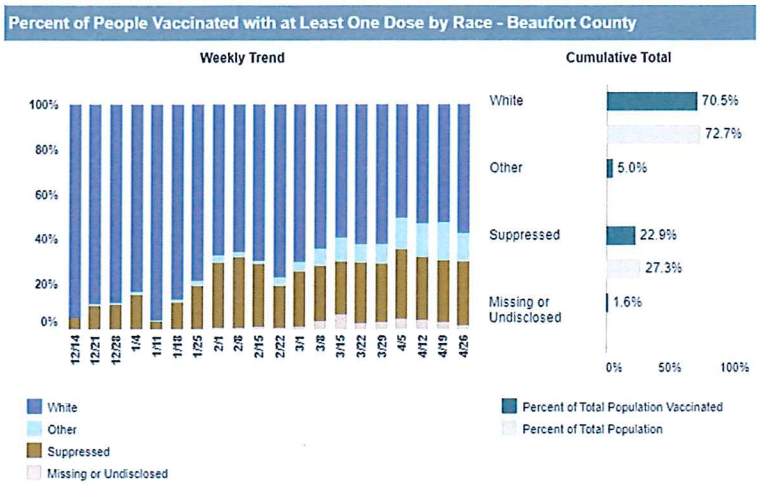
Mr. Madson said I don't know. He said I've not really studied the effects of masks

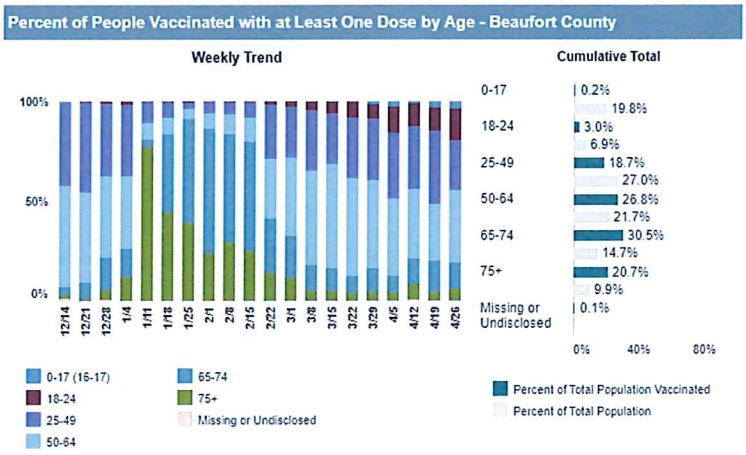


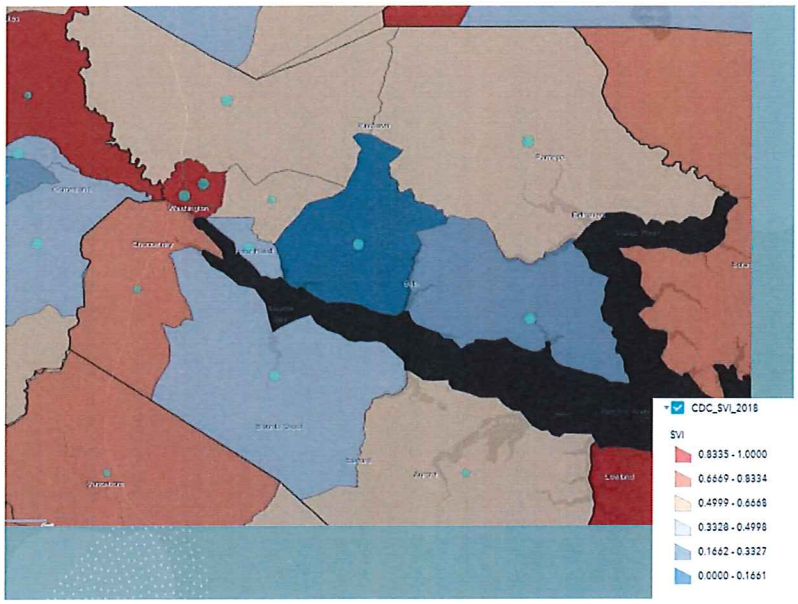
Monday, May 3, 2021	Local Program	Federal Program	Total	
Beaufort County Population (NCSCHS)			47,079	
Residents that are partially vaccinated against COVID-19	16,735	1,962	18,697	39.7%
Completed COVID-19 vaccine series (all vaccines)	15,208	1,578	16,786	35.7%
Total Doses administered			35,483	
Population over 65 years of age (NCSCHS)			11,281	
Over 65 that have received first dose of COVID-19 vaccine	8,568	557	9,125	80.9%
Over 65 that have completed series	8,152	488	8,640	76.6%
Adult Population (18 and older)			37,758	
Partially vaccinated			18,697	49.5%
Fully vaccinated			16,786	44.5%






Percent of People Vaccinated with at Least One Dose 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
4/5
4/12
4/19
4/26
White
Other
Suppressed
Missing or Undisclosed
White 70.5% 72.7%
Other 5.0%
Suppressed 22.9% 27.3%
Missing or Undisclosed 1.6%
0%
50%
100%
Percent of Total Population Vaccinated
Percent of Total Population

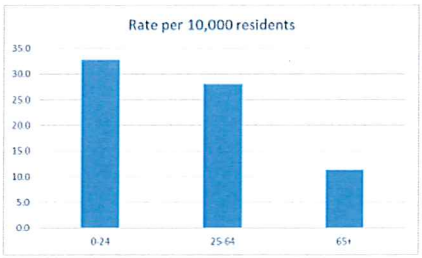

Percent of People Vaccinated with at Least One Dose by Age - Beaufort County
Weekly Trend
Cumulative Total
100%
50%
0%
12/14
12/21
12/28
1/4
1/11
1/18
1/25
2/1
2/8
2/15
2/22
3/1
3/8
3/15
3/22
3/29
4/5
4/12
4/19
4/26
0-17 (16-17)
18-24
25-49
50-64
65-74
75+
Missing or Undisclosed
0-17 0.2% 19.8%
18-24 3.0% 6.9%
25-49 18.7% 27.0%
50-64 26.8% 21.7%
65-74 30.5% 14.7%
75+ 20.7% 9.9%
Missing or Undisclosed 0.1%
0%
40%
80%
Percent of Total Population Vaccinated
Percent of Total Population


CDC_SVI_2018
SVI
0.8335 - 1.0000
0.6669 - 0.8334
0.4999 - 0.6668
0.3328 - 0.4998
0.1662 - 0.3327
0.0000 - 0.1661

Beaufort County

April Case Rates by Age (N=113)

Age	Cases	Rate
0-24	42	32.8
25-64	54	28.0
65+	17	11.3



Other Vaccine Info

- State goal is 66.7% of adults vaccinated (Beaufort County is at 49.5%).
- Multiple vaccination options available for residents.
- J&J drive through at BCCC on May 11, 4:00 PM to 8:00 PM. While supply lasts.

Chairman Waters said in conversation with some of the people my age that have had the Covid, they're still undecided about when to get vaccinated. He said they've been told 90 days and some of them have been told, I think, longer than that. He said is the recommendation 90 days to how far out after you've had it.

Mr. Madson said actually you can have it after you've recovered. He said the CDC actually recommends it after you've recovered so after your 10-day window. He said so once you've had it for 10 days, you're recovered and you're feeling fine you can go ahead and get the vaccine at that point.

Chairman Waters said they're saying their personal doctor has advised them to wait 90 days.

Mr. Madson said there are some doctors that say you're covered for 90 days but that doesn't mean you can't get the vaccine; they're just saying you're covered for 90 days due to their own immune response to it. He said I just looked up this very question on Friday because somebody asked me, and the CDC is still saying when you're recovered you can get the vaccine. He said there are some exceptions. He said one of those being if you received the treatment including the IV infusion to fight the virus and the reason is because when they infused you with those antibodies then that's going to stay in your system for up to 90 days and therefore it will attack the vaccine before it gets in there.

Commissioner Deatherage said which version of the CDC is this, the political CDC, or the actual scientific CDC because we're getting both right now.

Mr. Madson said I'll have to check the website to see if it says political CDC or not.

Commissioner Deatherage said well they don't tell you that part.

Health Dept WIC Position Reclassification

Mr. Madson said this might end up sounding a little confusing to you all, it does with me when I try to get it right in my head so I'm going to say bottom line, right up front that what I'm asking for is a Processing Assistant III position. He said they taught me in the army to say it right up front so that's what I'm asking for. He said back in January we had a 32-hour nutritionist on site, but I couldn't get anybody hired on so when Hyde County came to me and said hey, we're looking for you to do our County, we'll give you, I think it was $16,000, I said okay. He said that means if I make it a full-time position, get their money, no cost to the County, it will make it easier to hire a nutritionist and you all agreed to that at that time. He said we had a little debate about the contract, and I said I'd bring you back the contract at that time. He said since then I still haven't been able to hire anybody, I haven't had anyone apply for this position. He said so now, in conversation with Hyde County about moving forward they had some things they wanted to try to do if we couldn't hire somebody so during that conversation we said why don't you go ahead and take your money and hire a nurse, because they wanted to hire a nurse with that money. He said so they did their business and since our contract was ending this month anyway it put me in a position where I am now still trying to hire a full-time nutritionist but I'm not going to get the money from Hyde County now, so I need to come back to you all because you approved it for a full-time. He said we need to make it back to a 32-hour like we had before, which I'm just trying to be transparent with you all on that position and that 32-hour nutritionist would cost $40,618 but I'm still not able to hire anybody and I don't know how long it would take to hire a full-time, much less a 32-hour position so what I would like to do is take the three nutritionist that I have now, take a lot of their responsibilities and put it into one full-time processing assistant person and it would be easier to hire for that position then redistribute the workload in that area. He said the cost for that position is $40,748 so it's less than $100 difference so that's what I'm asking for.

Commissioner Richardson said how many new bodies are going to come on the payroll if this is approved.

Mr. Madson said no new bodies. He said right now we're approved for the full-time nutritionist. He said I'm talking about reclassifying that nutritionist as a processing assistant.

Commissioner Richardson said the nutritionist that you're talking about now is already on the payroll.

Mr. Madson said yes.

Commissioner Richardson said and you have a vacant position.

Mr. Madson said when I said on the payroll I meant not hired. He said we have the position, but it's not been hired. He said it's a vacant position.

Commissioner Richardson said and you're proposing, I think I see what you're doing, you're not increasing the budget.

Mr. Madson said no. He said I'm decreasing the budget by the $17,000 something total because you all gave me permission to hire that position assuming I was going to get that $16,000 from Hyde. He said now I'm not so in order to compensate for that I'm decreasing.

Commissioner Richardson said you're saying you're decreasing by $16,000.

Mr. Madson said right, based off of not expecting that revenue.

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

Budget Amendment, Health Department

Commissioner Rebholz said $376,000 that you got additional revenue from the State for Covid. He said my only question is what are we spending this on.

Mr. Madson said most of this going into contract staffing and overtime for the staff that we have.

Commissioner Rebholz said which is now being paid how.

Mr. Madson said this is one of five different AA's that we received at the County so this is a difference that they gave and will be continued funding still moving forward.

Commissioner Rebholz said so we're covering that expense through prior funds.

Mr. Madson said everything that we've done so far has been covered, I shouldn't say everything but most of everything has been covered by these AA's that we're receiving, from the Health Department perspective. He said there's EM and other funds that are coming from other places than the County but from a Health Department operations, this is where most of the funding comes from for Covid going back to last March. He said just one last thing to add since we're talking about it, it should be carry forward type of money too. He said even though it's approved for this year's budget it will be carried forward for 21-22.

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

Final Approval of Refinancing General Obligation School Refund Bonds, Series 2012, 2015, 2017

Ms. Anita Radcliffe said we're here tonight seeking final approval of the refinancing of the General Obligation School Refund Bonds, series 2021, 2015, and 2017. She said you should recall at last month's meeting you all voted to refinance the School Refunding Bonds, all three series, 12, 15 and 17, issuing taxable and tax-exempt general obligation refunding bonds to Key Government Finance, Inc., which was the bank who offered us the best proposal. She said you also considered what we call a Cinderella conversion and ultimately opted to accept that option where, at a future date any time after January 21, 2022, that we would exercise that Cinderella option, which would reduce our interest rate payable further, related to those taxable bond portions right now. She said further Board action is needed tonight to complete the refinancing and we're going to need you to adopt the resolution for the sale of the refunding bonds, the bond purchase agreement for the Cinderella conversion and the escrow agreement for the general obligation bonds. She said now I will tell you that at the time of publishing the agenda they were submitted; all three documents were submitted as substantially final, but the lenders legal council did come back with two updates of the resolution portion and you have both of those in front of you tonight. She said you have a final good copy of the resolution with two changes incorporated and then behind it you have a red-line version showing you what those changes are and just briefly I'll describe to you what the lender wanted to add. She said first they wanted to put in a statement that the County would provide each year financial statements to the bond holders so that's definitely a reasonable ask that we gladly will put in there and then also, they wanted to put in some language related to how interest calculations would be made in the event of a late payment by the County or a default and of course that's not going to be an issue because we're not going to let that happen. She said anyway that language needed to be added there. She said we're very happy tonight to have Bob Jessup's counterpart with us, his name is Sam Smotherman, and he is a public finance attorney with the firm that is serving as our bond counsel. She said the firm name is Sanford Holshouser, and he is here tonight to review these three legal documents with you and answer any questions you have about those documents.

Mr. Smotherman said I'm an attorney with Sanford, Holshouser and Carboro and we're acting as bond counsel to the County on this general obligation bond refinancing. He said she also mentioned, you approved the preliminary resolution for the funding at your April 5th meeting so tonight we're just asking the Board to pass what is called the final resolution. He said I'll give you a quick summary, which is basically to approve the Key Bank proposal and to complete the closing.

He said it's also to approve the documents Ms. Radcliffe mentioned, the escrow agreement, the bond purchase agreement, and the resolution itself and in that resolution it also authorizes County staff to complete the closing, which is expected to be on June 1st.

Chairman Waters said do we need to take them one at a time or can we do all three.

Mr. Smotherman said I'm glad you asked, no, we can actually do all three at once. He said the resolution encompasses the bond purchase agreement and the escrow agreement. He said I believe it's under #6 in that resolution so you're able to do it under one.

Chairman Waters said any questions of Mr. Smotherman regarding the three items. He said I think this is the third or the fourth month we've had discussions on it. He said if not I'll entertain a motion to approve the resolution for the sale of the refunded bond, the bond purchase Cinderella conversion, and the escrow agreement for the general obligation bonds.

Commissioner Rebholz said we need to make it clear to our constituents that we're doing this because we're going to have a $3.2 million savings in interest, right Ms. Radcliffe.

Ms. Radcliffe said actually the $3.2 million are related to the LOBS. She said the savings for the GO Bonds is about $400,000, which is still a significant savings to the taxpayers.

Commissioner Richardson said I don't think this is possible but I'm going to ask it anyway, if we decide to refinance again, can we.

Mr. Smotherman said I believe with this proposal, I'm not sure, I don't have the numbers in front of me. He said usually there is some short period where you are not able to do that, but I would have to look at that.

Chairman Waters said one of these had a pre-payment penalty within the first 12 months if I remember. He said is that do you remember that Ms. Radcliffe. He said that's basically saying we don't want you to go out and refinance it.

Ms. Radcliffe said I'm trying to look that up for you.

Mr. Smotherman said if you can do that in the first 12 months that's fantastic.

Commissioner Richardson said can you do a lock-out under North Carolina law. He said a lock-out where you can't refinance.

Mr. Smotherman said I'm trying to understand your question.

Commissioner Richardson said is it within the law that you loan money, and you cannot have a pre-payment of the whole amount. He said I think it's against the law in North Carolina.

Mr. Smotherman said there's usually some sort of, we call it a penalty but it's not really a penalty, you pay a little bit more in order to pre-pay. He said I'd have to look that up if there's a true, where you cannot pre-pay at all kind of provision but I don't think I've seen that at all.

Ms. Radcliffe said I would really prefer to confer with our financial advisor who is not here this evening. She said we didn't feel like there would be any questions for him this evening. She said we do know they're letting us come back in January 2022 and reduce our interest rates because there were a portions of our bonds that were not callable yet until January 2022, they're taxable at a slightly higher interest rate but as soon as those become callable we're going to let you refinance them under that Cinderella conversion and lower that.

Mr. Smotherman said so to tack on to Ms. Radcliffe, that's what the escrow agreement is for. He said it's to hold a portion of those funds in order to wait until January to be able to make that payment. He said that Cinderella is at 1.48% and then it will drop to like 1.17% so it saves you in the long run.

Motion: Vice-Chairman Langley motioned to approve the resolution, the bond purchase agreement or the Cinderella conversion and the escrow agreement for the general obligation bonds. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 2

Finance Report

Ms. Radcliffe said so moving to the finance presentation, I've not had a lot of time to put together a really nice PowerPoint presentation tonight for you but there are a couple of things I'd like to discuss with you. She said related to Commissioner Rebholz statement, I do want to show you a picture if I can bring it up, because they do say a picture is worth a thousand words and show you the savings that the County has realized from the Limited Obligation Bond refinancing.

SAVINGS

BEAUFORT COUNTY, NORTH CAROLINA
Taxable Limited Obligation Refunding Bonds, Series 2021
FINAL NUMBERS: 4-19-2020
** Verified **

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 05/06/2021 @ 2.3498913%
06/01/2021	1,994,150.00	1,994,150.00				(3,232.60)
06/01/2022	2,626,050.00		2,626,050.00	2,468,711.98	157,338.02	156,581.55
06/01/2023	2,601,300.00		2,601,300.00	2,441,255.00	160,045.00	155,654.31
06/01/2024	2,594,300.00		2,594,300.00	2,433,690.50	160,609.50	152,233.16
06/01/2025	2,559,050.00		2,559,050.00	2,400,960.00	158,090.00	146,092.94
06/01/2026	2,536,800.00		2,536,800.00	2,376,432.50	160,367.50	144,441.39
06/01/2027	2,486,800.00		2,486,800.00	2,328,318.50	158,481.50	139,179.39
06/01/2028	2,457,900.00		2,457,900.00	2,299,957.50	157,942.50	135,406.34
06/01/2029	2,431,337.50		2,431,337.50	2,272,647.50	158,690.00	132,805.05
06/01/2030	2,404,337.50		2,404,337.50	2,246,647.50	157,690.00	128,782.02
06/01/2031	2,380,737.50		2,380,737.50	2,222,913.50	157,824.00	125,775.53
06/01/2032	2,350,337.50		2,350,337.50	2,192,033.50	158,304.00	123,107.95
06/01/2033	2,318,337.50		2,318,337.50	2,158,911.00	159,426.50	120,983.98
06/01/2034	2,274,737.50		2,274,737.50	2,113,339.50	161,398.00	119,521.75
06/01/2035	1,874,937.50		1,874,937.50	1,715,923.00	159,014.50	114,930.24
06/01/2036	1,823,137.50		1,823,137.50	1,666,006.50	157,131.00	110,861.40
06/01/2037	1,680,937.50		1,680,937.50	1,519,872.00	161,065.50	110,919.49
06/01/2038	1,674,050.00		1,674,050.00	1,515,404.00	158,646.00	106,665.72
06/01/2039	965,287.50		965,287.50	803,520.00	161,767.50	106,184.26
06/01/2040	801,725.00		801,725.00	640,872.00	160,853.00	103,105.54
06/01/2041	752,987.50		752,987.50	592,480.00	160,507.50	100,470.50
	43,589,237.50	1,994,150.00	41,595,087.50	38,409,895.98	3,185,191.52	2,530,469.90

Savings Summary

PV of savings from cash flow	2,530,469.90
Plus: Refunding funds on hand	1,630.48
Net PV Savings	2,532,100.38

Apr 19, 2021 11:25 am Prepared by Robert W. Baird (mrf) (Finance 8.600 r:\...\north carolina\beaufort county\Beaufort County Marcy:FINAL-2021,2021) Page 7

Ms. Radcliffe said remember now, we're doing three different refinancing. She said we're doing the $32 million for the water related LOBS, which is this right here. She said we just took final action on the GO, the General Obligation School Bonds, which relates to the general fund and then next month we'll be doing the USDA loan relating to the Allied Health building at the college so what you're seeing here, and we're doing it in steps because it is a very arduous process and we wanted to do the LOBS first and then we did the GO bonds and then we'll do the USDA loan. She said we have final numbers here for you on the LOBS. She said we signed documents last Thursday, I think it was and the closing will be this Thursday on May the 6th. She said we have firm interest rates; we have firm numbers, and you can see there that our previous debt service before the refunding would be that third column. She said you take that first column of $43,589,000, you subtract the escrow account payment of $1,994,000, so that third column, that $41,595,087, that was our debt service

before the refinancing. She said the very next column over, the refunding debt service, after we do the closing, that $38,409,895, that's our annual debt service over the next 20 years and the difference between the two is that $3.185 million so we've saved the County, by doing the refinancing on these LOBS for the water system, $3,185,191 over the next 20 years. She said that has a net present value in today's dollars of $2,530,469. She said like I said, more savings to come. She said you may remember in our January budget retreat, those of you who were here, I told you I felt like we had the opportunity to save about $4 million by doing the refinancing. She said this is $3.1 million of that $4 million and I do think we'll make the $4 million when we get finished with the GO's and the USDA's. She said I think we're going to end up at $4.2 million in savings when it's all through, overall. She said I'm going to give you a quick update on sales tax.

Sales Tax

Dist. Month	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
Collections Month	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
Sales Month	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20

$ 453,361.05 Increase in Sales Tax from Prior Year

Article													Total	12 mo. Rolling	FY 19-20 Budget	Difference	Article
39	$ 408,995.00	$ 441,299.67	$ 420,000.05	$ 409,651.99	$ 393,426.03	$ 485,008.85	$ 413,975.33	$ 397,268.14	$ 486,787.41	$ 406,741.99	$ 494,244.72	$ 556,999.06	$ 5,314,352.24	$ 5,314,352.24	$ 4,042,056.00	$ 1,272,256.24	39
40	$ 270,389.52	$ 269,060.37	$ 258,060.85	$ 267,940.31	$ 265,680.69	$ 281,770.04	$ 229,642.16	$ 233,002.37	$ 264,315.27	$ 229,032.09	$ 262,945.81	$ 314,299.09	$ 3,146,138.57	$ 3,146,138.57	$ 2,990,709.00	$ 155,429.57	40
42	$ 193,930.55	$ 209,163.39	$ 198,613.07	$ 194,506.82	$ 185,553.83	$ 230,329.54	$ 195,819.59	$ 187,121.30	$ 228,124.59	$ 190,271.88	$ 233,229.78	$ 265,395.63	$ 2,512,060.37	$ 2,512,060.37	$ 2,325,377.00	$ 186,683.37	42
44 (GS 105-524)	$ 11,282.42	$ 11,297.68	$ 11,293.24	$ 11,298.31	$ 11,297.97	$ 11,298.48	$ 11,298.48	$ 11,298.48	$ 11,298.48	$ 11,298.48	$ 11,297.23	$ 11,712.51	$ 135,971.76	$ 135,971.76	$ 128,714.00	$ 7,257.76	44 (GS 105-524)
City HH	$ (79,945.76)	$ (76,394.54)	$ (73,233.35)	$ (78,713.68)	$ (78,359.92)	$ (78,109.87)	$ (67,160.62)	$ (64,552.85)	$ (68,592.62)	$ (61,113.77)	$ (68,571.12)	$ (86,119.96)	$ (875,867.56)	$ (875,867.56)	$ -	$ (875,867.56)	City HH
Total	$ 804,652.73	$ 854,426.57	$ 814,733.85	$ 804,683.75	$ 777,598.60	$ 930,297.04	$ 788,529.34	$ 764,137.44	$ 921,933.13	$ 776,230.67	$ 933,146.42	$ 1,062,286.33	$ 10,232,655.38	$ 10,232,655.38	$ 9,486,896.00	$ 745,759.38	

Dist. Month	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21
Collections Month	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21
Sales Month	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21

Article													Total	12 mo. Rolling	FY 20-21 Budget	Difference	Article
39	$ 507,502.91	$ 459,322.13	$ 468,558.37	$ 476,386.12	$ 493,769.98	$ 537,079.78	$ 486,795.61	$ 410,855.95					$ 3,840,270.85	$ 5,760,406.28	$ 3,593,397.89	$ 2,167,008.38	39
40	$ 296,194.33	$ 270,726.30	$ 286,806.04	$ 280,890.34	$ 293,585.17	$ 334,528.21	$ 282,341.77	$ 235,795.51					$ 2,280,867.67	$ 3,421,301.51	$ 2,658,721.47	$ 762,580.04	40
42	$ 241,312.70	$ 216,955.08	$ 220,929.09	$ 225,130.86	$ 232,966.20	$ 254,233.74	$ 229,966.20	$ 193,282.95					$ 1,814,776.82	$ 2,722,165.23	$ 2,067,245.51	$ 654,919.72	42
44 (GS 105-524)	$ 11,121.14	$ 11,755.14	$ 11,724.48	$ 11,716.21	$ 11,724.25	$ 11,794.98	$ 11,617.62	$ 11,724.25					$ 93,178.07	$ 139,767.11	$ 114,425.94	$ 25,341.17	44 (GS 105-524)
City HH	$ (82,511.25)	$ (75,246.84)	$ (80,735.51)	$ (78,047.18)	$ (81,653.10)	$ (95,021.38)	$ (77,537.84)	$ (64,613.09)					$ (635,376.19)	$ (963,064.29)	$ -	$ (963,064.29)	City HH
Total	$ 973,619.83	$ 883,511.81	$ 907,282.47	$ 916,076.35	$ 950,382.50	$ 1,042,615.33	$ 933,183.36	$ 787,045.57	$ -	$ -	$ -	$ -	$ 7,393,717.22	$ 11,090,575.83	$ 8,433,790.81	$ 2,656,785.02	

She said you have a handout. She said this number came in very late this afternoon. She said we do have, now, the February sales numbers that will be distributed to us later this month around the 15th of May because of that three-month lag in the sales tax. She said you can see that first yellow highlighter number at the bottom, that $787,045, that is the distribution we will be receiving next. She said you can see it fell off quite a bit, about $140,000 from last month but I would tell you this is normal because the February retail sales, February is cold, it's after Christmas, people don't have as much money. She said it's very typical that we would see a decrease in our sales tax distribution for the February sales. She said if you look at that pink number that's highlighted in pink, that $764,137, that would've been the sales for this time last year in February. She said so you can see we had about a 3% increase, which is good. She said the state overall increase for the distribution this month, when you compare it with last year, is about 2% so we have outperformed the state average every month, except for one, over the last 18 months so that's still a good sign there. She said if you look further over to the yellow highlighted numbers you can see in the first eight months of this fiscal year we've collected almost $7.4 million, the $7,393,000 is what we've collected for eight months. She said if you annualize that number for the full 12 months that's the $11,090,000 and then we budgeted the $8.433 million so that is a surplus if you subtract the budgeted number from what we're rolling at it's a surplus of $2.6 million. She said I don't think we're going to end up quite that high, I think we'll be closer to $2.2 million but it's still expecting a really nice surplus in our sales tax for this year. She said as I said last month, the challenge for the Manager and I is to figure out what that looks like moving forward. She said how much of this is related to Covid, how much of this is related to the stimulus payments people have received and how much of this is sustainable moving forward. She said we continue to work on those numbers. She said we'll have a budget for you two weeks from tonight so even though I'd like to take a couple weeks off after all these financings, we'll have a 400-page budget document coming to you in a couple weeks and hopefully we'll be able to adopt a good budget for next year with some solid numbers.

Accept Contracts and Adopt Project Budget Ordinance

Ms. Ann Williams said the Beaufort Soil and Water Conservation District has been awarded grant funds for contracts through the North Carolina Department of Agriculture and Consumer Services and the US Department of Natural Resources and Conservation Services. She said the funds will be used or the purchase and placement of a perpetual conservation easement on a working farm in the County. She said the contracts in cash match amounts, provided by the landowner total $49,960. She said both contracts and an ordinance for the project have been provided for your review. She said this project is 100% through grants and cash match amounts provided by the landowner. She said no County match is required. She said the Beaufort Soil and Water Conservation Districts Board of Supervisors has approved this project and the grant funds provided. She said the District Board requests the support of the Board of County Commissioners by approving contract #19-035-4028 and contract #554532202SO, along with the associated project ordinance.

Commissioner Richardson said I'm not going to vote for this. He said this is another one of those examples when really bad decisions are being made because what you're doing is you're paying people for the land. He said when you pay people for their rights then the tax assessor assesses the land less, so the County gets less tax revenue from this and you're also inhibiting the future use of the property. He said from the standpoint of economic development this is really bad stuff so I'm not going to vote for it.

Commissioner Deatherage said I have a question, is this for timber.

Ms. Williams said it's farmland, it's a working farm. She said there is some timber on the property.

Commissioner Deatherage said so we're giving this guy money to make sure he stays a farm for how many years.

Ms. Williams said perpetual.

Commissioner Deatherage said perpetual, forever so he's locking up all of his heirs and assignees as a farm.

Ms. Williams said yes sir and that was his decision.

Commissioner Deatherage said I understand.

Chairman Waters said that's the whole purpose of the North Carolina Farmland Preservation, to make sure it stays as farmland and timber.

Ms. Williams said that's correct. She said we're losing a lot of farmland to development and they're trying to protect the farmland.

Commissioner Deatherage said not in Beaufort County so much, am I right.

Ms. Williams said no, not so much yet.

Commissioner Deatherage said where is this land located.

Ms. Williams said it's in Chocowinity.

Commissioner Deatherage said what road is it on.

Ms. Williams said it's off of Hwy 17S. She said I can't remember the name.

Chairman Waters said there's an aerial map in your book.

Commissioner Richardson said who's the property owner.

Ms. Williams said am I allowed to say that.

Commissioner Richardson said its public money, yes, it's public information.

Ms. Williams said it's the Dixon family.

Chairman Waters said it's near Possum Track. He said if you look on page 487 you can see the aerial map. He said it's located on Carawan Road.

Commissioner Richardson said I just wanted to say the Board votes to have these solar farms and we just took like 1,500 acres of prime farmland out of production in Terra Ceia in the last couple of years, then we turn around and vote to put something into this and pay somebody to keep it as a farm. He said none of this makes a lick of sense and as far as the public good that it does, it just keeps spending taxpayer money for nothing.

Chairman Waters said correct the Terra Ceia number, that's 600 for the solar farm.

Commissioner Richardson said there was some more acreage up there though, so it wasn't the whole thing.

Chairman Waters said there's another one that's in the process that straddles both Beaufort and Washington County.

Commissioner Richardson said I won't dispute what you're saying. He said the point is you're sitting here voting to take prime farmland out of production one day and then you're voting to use taxpayer money the next day to guarantee that prime farmland remains. He said the two policies are diametrically opposed to each other and not in the publics best interest.

Motion: Commissioner Booth motioned to approve the contracts and adopt the project budget ordinance. Vice-Chairman Langley seconded.

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

See Addendum 3

Receive NC Veterinary Medical Association Animal Shelter Grant

Mr. Carnie Hedgepeth said I have three things for you, two are for Animal Control. He said they're two separate grants that Chief Lassiter and his staff have worked closely with, and I want to use her name, Mary Cervini, who is an animal advocate for Beaufort County in gaining grants for use in the welfare of animals. He said you see one of those grants is from the North Carolina Veterinary Medical Association and Animal Shelter grant in the amount of $2,500. He said the second one is actually a $20,000 grant from Petco, the Petco Love Animal Shelter grant. He said Chief Lassiter and I have talked; we have been working on projects of trying to do something in the County that would both serve as a betterment for shelter animals but also be good for something the public would be able to utilize for pet exercise and we think we have an idea of where we can use those funds. He said I'll let Chief Lassiter talk about the plans for that and then answer any questions.

Chief Billy Lassiter said our plan is we have about an acre of land behind where the shelter is now and our plan is just to clear that lot and put a fence up so we'll have an area where animals can go out to and play.

Mr. Hedgepeth said thin the lot.

Chief Lassiter said thin the lot not clear everything, just thin.

Chairman Waters said the total of the two grants is $22,500, which is the total cost, I'm assuming.

Chief Lassiter said it's going to be pretty close.

Chairman Waters said they're in the books separately so we will need to motions.

Motion: Commissioner Rebholz motioned to approve accepting the $2,500 grant from the NC Veterinary Medical Association Animal Shelter. Commissioner Booth seconded. The vote was unanimous.

See Addendum 4

Receive Petco Love Animal Shelter Grant

Motion: Commissioner Rebholz motioned to approve accepting the $20,000 grant from the Petco Love Animal Shelter. Commissioner Booth seconded. The vote was unanimous.

See addendum 5

Hazard Mitigation State Centric Implementation

Mr. Hedgepeth said the third item I have for you is Hazard Mitigation State Centric implementation. He said I'm sure you've read the packet in front of you but in my own words of what's taking place here is the way that mitigation has worked in Beaufort County, we have a disaster that is declared, once it's declared our citizens are able to apply if they were affected from that disaster. He said the way that would work next is its pushed up through the state and federal government, the federal government awards monies, it comes to the state as an applicant and then Beaufort County becomes a sub-applicant. He said we've had to manage that in the past. He said we've done that through contract services and staff but when that money comes down the state has decided to put this plan together, it's the first in the nation where the state itself will handle the mitigation project. He said so there's still a local part that is done. He said when we have a disaster we would go out, help people get their applications filled out but once a disaster is declared or monies are given for that the state, if we opt in, would then handle those things such as setting the scope of work, doing the advertisement through us for contractors. He said they try to keep at least 50% of that back in the County itself, if we have that. He said then they would be paying those contractors directly instead of it having to go through us so we've been a party in this each time, and it ends up being a little bit of a hold-up of funds because we're applying to the state, the state is applying to the federal government so the purpose from the State is this should streamline the process for the actual residential homeowner. He said the reason there's an "opt in" for this, general statute currently doesn't allow them to do this without a local government asking for it. He said that's why it's got an opt in or opt out. He said they're currently trying to go forth and get that legislation changed so this will be a current program. He said so this specific is for three different storms, as you see in their letter, hazard mitigation grant program for Tropical Storm Michael, Hurricane Florence, and Hurricane Dorian. He said just to let you know, we have received preliminary word we expect next month to be told a final for sure, there are 19 acquisitions that have been approved and 36 elevations. He said of course all of that will come back before the Commissioners, but we do see that work being approved of about 86 applications that were sent to them.

Commissioner Richardson said does this mean we are not going to have to award bids for the improvements and we're not going to have to supervise contractors.

Mr. Hedgepeth said that is correct. He said our work would be with the citizen, making sure they know when the process is open, helping get the applications in. He said we currently do that with, through an MOU with the Mid-East Commission so that's our plan still, to use them locally, but as far as where we've had to do the bid process and go out and watch the management and contract services and push the invoices through for payment, we'll be taken completely out of that. He said I think one of the biggest advantages is the close-out. He said the state is going to handle the close-out. He said that

will be a wonderful thing for Ms. Radcliffe and I, for sure, so it's really a win-win, in my opinion, for the County with the state handling this process.

Commissioner Richardson said shifting gears on the acquisitions, I'm nervous about acquisitions simply because once FEMA acquires that property there's a restriction put on it that it can never be built on again so have we looked to see if any of those properties that the state wants to acquire are critical from a standpoint of stopping development or interfering with development of getting in the way of what we want to do.

Mr. Hedgepeth said again, all of those properties, we have not seen the final award that they're approved. He said we have been told preliminarily that they will be, but they'll all come back before you.

Commissioner Richardson said we're going to get a list, I want staff to go over that list from the standpoint that if it's going to harm us that we don't want to do it because I've seen situations where you have these restrictions on property and you can't build on it and we own it, the County ends up owning that property, so you end up in town having to pay somebody to mow lots. He said so how does this work, maybe the Manager can shed some light on it. He said I'm nervous about this.

Mr. Hedgepeth said I'll say this and then he can expand further, he has been very direct with us that if we go into acquisition that it would be under the understanding that the County would not be liable to do anything else on that property. He said it would return to what it was naturally, and the County would have no other cost in it. He said that would be a part of the program. He said I'll let the Manager expand on that.

Commissioner Richardson said are we going to get the deed or are they just buying the development rights.

Mr. Alligood said the way the program works is if it's acquired, and we have encouraged elevation, every opportunity we can we encourage elevation, and the property stays the way it is, and they just raise the structure. He said if it is acquired its typically because it's repetitive loss, it's a bad place and floods all the time. He said what we've been really clear with them is we used to combine projects, we would have projects for Belhaven, the City of Washington and we would combine those with County projects, and it would go in under the County's name and then if the project was awarded they would be acquired, and we would end up with the County's name on the deeds in the City of Washington and the Town of Belhaven. He said you're exactly right, in the past years we have cut grass and looked after properties in the municipalities so we made it clear, as we move forward, that if it is a project in a municipality that property will be deeded back to the municipality and if it's a property in unincorporated Beaufort County it's going to be a natural property. He said it's going to go back to nature. He said we're not going to look after them in the County.

Commissioner Richardson said I have another question. He said I understand where you are, and I think that's where we should be. He said if it's a county property and it's out somewhere and somebody wanted to buy it we sell it to them with the restrictions on it.

Mr. Alligood said my understanding is you can't sell it to them. He said you could rent it to them or lease it to them if they wanted to put a vegetable garden on it, if they wanted to use it as a buffer for their property you could lease it to them, you just can't sell it. He said the County holds that deed in perpetuity, but you could lease it to them. He said we did that with a piece of property in the City one time where the neighbor said I'd like to use that as a buffer and I'll tell you what, I'll cut the grass on it forever and we said great, and we wrote up a little agreement and that's the way we did it.

Commissioner Richardson said I have a problem with tying up land perpetually under these kinds of conditions so whatever we get in the County I think we should, and we can look at that through the County Attorney but I think it should go on the surplus property list for lease and we'll let anybody have it that wants it but I think we should still go back and ask these guys if there's any way we can avoid taking title to this because it comes off the tax rolls. He said it's not a good thing for the taxpayer.

Mr. Alligood said Commissioner Richardson, as you recall, I think it was two years ago because we didn't go to D.C. last year, we visited two years ago with our senators and representatives in D.C. and said you've got to help us with this, and they said we'll try but there's not a whole lot we can do. He said we will continue to have those conversations but it would take a change at the federal level under the FEMA program related to that but that has been voiced to them.

Commissioner Rebholz said back to this agreement, is there any appeal process for decisions that you saw in this. He said in other words the state's not going to get the heat it's probably going to be the seven of us if something doesn't work right so is there an appeal process that we are able to go to and try to rectify a problem.

Mr. Alligood said I'm not sure what you mean when you say a problem. He said define what kind of problem.

Commissioner Rebholz said whatever it may be, construction, a dispute over elevation, whatever.

Mr. Alligood said the same way it works when we were doing them, the contractor is responsible, they follow back up with us. He said with the state, they will have state inspectors. He said it's my understanding they've hired a bunch of engineers and have their office ready to go. He said they would be responsible for watching that project and making sure they're doing what they're supposed to do and if there's a complaint it would run up through the state because the state is ultimately responsible.

Commissioner Rebholz said so we would just be telling them to call the state.

Mr. Alligood said that's correct.

Commissioner Richardson said this gets us out of it.

Commissioner Rebholz said also, I see that there is a clause in there that if you do not fulfill your out obligation you're automatically brought into the program. He said is there any reverse of that.

Mr. Hedgepeth said no sir. He said you can tell from their language they are heavily encouraging everyone to opt in. He said in fact if you don't opt in we have to put together a pretty stringent business plan, tell who and how we are going to do each thing and with that, if we fail to do it they can make a recommendation that it still goes to the state. He said I don't see another way in the plan.

Commissioner Rebholz said so given the fact that this is the first in the nation, there's no, nothing in here that allows us to say this is not working.

Mr. Hedgepeth said this is for these three storms specifically with a hope that it will be for future storms. He said so there's three storms, three hurricane disasters tied to this. He said we're getting monies, or potential monies from one of these disasters so once it starts it's in their hands on the monies that would be coming for Hurricane Florence. He said what it does not do is it does not guarantee u, if we have another hurricane, or when we have another hurricane and more monies come that we have to opt in. He said it just points us in that direction. He said is that how you read it Mr. Manager.

Mr. Alligood said as you recall, the state took a tremendous amount of heat over their ability to move projects, several years ago. He said we've been complaining about that for years that it takes three years, four years to get a project moving and the project you were approved for three years ago you've already been hit by two more hurricanes since then. He said my understanding is the impetus for all this was to try and push those projects faster and to do that they are eliminating one of the steps and we were one of the steps. He said like the director said, it used to come down from the feds, the state was the recipient, and we were the sub-recipient. He said we were doing the work, pushing it back up, the state was pushing it back down and then back up to FEMA. He said the state is going to manage it now and send it directly to FEMA. He said they're going to turn them faster, which will help overall.

Motion: Commissioner Richardson motioned to approve opting into the Hazard Mitigation State Centric program. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 6

Chlorine Conversion Project

Ms. Christina Smith said the first item I bring before you today is a recommendation to award. She said it's two contracts. She said these are both capital projects for the Beaufort County Water Division. She said these are actually the final of seven capital projects that we started a couple of years ago. She said these last two are regarding the chlorine conversion projects where we are converting the gas to using a liquid form of chlorine, which would improve the safety of both the workers working at these sites as well as any first responders if we were to have any incidents regarding that. She said both

of these projects are being designed and managed by McDavid and Associates. She said both projects were put out to bid and bids were received a couple of weeks ago. She said bids for construction were received on April the 8th. She said low bid for both projects was Laughlin-Sutton Construction out of Goldsboro and back-up is provided in your budget books, which provides the bid tabs for both projects. She said that information is there. She said we have budget ordinances as well as recommendations to award these. She said because they are two individual projects awarding to two individual districts I would request a separate vote for each of those. She said my first recommendation is to approve the resolution awarding the construction contract for contract #19 for District VI for the chlorine conversion of the 2017 for the chlorine conversion project to Laughlin-Sutton Construction for the low bid amount of $816,200. She said this did come in under budget.

Motion: Vice-Chairman Langley motioned to approve awarding contract #19 to Laughlin-Sutton Construction for the amount of $816,200. Commissioner Rebholz seconded. The vote was unanimous.

Ms. Smith said I will tell you this project did come in under budget for once and that's a good thing. Probably the last one for a while as far as construction projects. She said the second recommendation to award is to approve the resolution awarding the construction contract for contract #20 for District VII chlorine conversion, 2017 chlorine conversion project to Laughlin-Sutton Construction for the low bid amount of $208,700. She said again this project did come in under the budgeted amount.

Motion: Vice-Chairman Langley motioned to approve awarding contract #20 to Laughlin-Sutton Construction for the amount of $816,200. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 7

Approval of Purchase Order

Ms. Smith said my next item is an approval of a purchase order. She said on April 13, 2021 a water main culvert crossing in the Pamlico Beach area ruptured. She said due to the urgency of the needed repair and the depth of water main and the extensive amount of surrounding water an outside contractor was brought in to make the repair. She said the contractor responded immediately with sufficient equipment and labor to make the repair, working through the night to make the outage length for the approximately 150 affected customers. She said staff requests that the Beaufort County Board of Commissioners approve the purchase order and reallocate $50,000 from the contingency line item. She said no additional funds are required. She said the balance will be paid from surplus of other line items.

Motion: Commissioner Langley motioned to approve the purchase order. Chairman Waters seconded. The vote was unanimous.

Ms. Smith said if I could I'd like to add one additional thing to that. She said I'd like to give a shout-out. She said again, this work was done throughout the middle of the night and Mr. Jason Lawless of T & J Welding of Pinetown, we had a hydraulic hose that ruptured, and he assisted us literally in the middle of the night, making a new hydraulic hose for the contractors so I'd like to thank Mr. Lawless for that.

See Addendum 8

Award Landfill Contract

Mr. West Overman said the first item for you tonight is request to award the contract for landfill operation and maintenance contract. He said this is actually the second time we sought proposals for this. He said the first time we only had one proposer and due to the purchasing policy we had to reissue the request. He said the second time we received four bids and as you can see attached is the bid tabulation. He said there's also a second tab that has the total annualized because we asked on the RFP document for quarterly totals and that's due to North Carolina reporting requirements that we have to report about the landfill. He said this contract is for operation and maintenance and it includes just the general maintenance of the site, mowing of the landfill cap, mowing around the scale trailer that's there, maintaining the driveway to the scrap tire facility and the yard waste facility, routine inspection of the landfill facility so we can stay in compliance of that, yard waste management, scrap tire management and also the operation of the scales and the waste-work software that we use to track that. He said also included in the request was to provide provisions for emergency operations when you have a natural

disaster or some other kind of things like that. He said the contract was advertised for a base of two years with an option to extend it for two additional one-year period. He said as you can see on your tabulation, Landscaping Unlimited of Washington, which is actually closer to Bath, had the lowest bid and we have met with Landscaping Unlimited to discuss the contract scope, their bid and performance requirement of the contract. He said another portion of this is we are recommending that based on the cost of operations and the usage of the site that we reduce the public operating hours of the landfill to Tuesday, Thursday, Saturday, which we don't currently have Saturday so we would be adding a weekend day from 8:00 AM to 4:00 PM. He said it would reduce the number of days open for the general public to come in, but we would still have the ability for Republic Services to come in as well as commercial contractors. He said so my recommendation is that we approve the award of the landfill operations and maintenance contract to Landscaping Unlimited for an annualized out of $265,000.

Commissioner Richardson said does this include the annual chipping fee.

Mr. Overman said no sir, that is a separate contract.

Commissioner Richardson said these people are going to provide insurance according to our requirements.

Mr. Overman said yes sir. He said I've received a certificate of insurance and it does appear to meet the guidelines.

Motion: Commissioner Rebholz motioned to approve awarding the contract to Landscaping Unlimited. Chairman Waters seconded. The vote was unanimous.

Chairman Waters said how are we going to advertise that to the public, the fact that we're not going to be open Monday through Friday but the three days. He said can we go put a sign at each one of the convenience sites.

Mr. Overman said we can certainly consider that. He said we need to update the signage at the landfill, it currently does not have any signage on it, so we'll update that, we'll publish it on the website. He said I can probably, I won't go the Facebook route on the Emergency Management page because that's the emergency side of things, but we'll definitely get it out there.

Ms. Radcliffe said before we move forward I think it's important for the Board to know that, and Ms. Smith correct me if I'm wrong here but the contractor that once provided the service elected to get out of the business and that contract was costing us about $60,000 annually so this is about a $200,000 increase for that contract and it is going to require us to go up on our annual fee to the citizens due to the increased cost in this contract. She said we're projecting probably $5.00 from the $165.00 to $170.00.

Ms. Smith said it is an increase and this goes back to when the Solid Waste Committee existed that the previous contractor operated an existing business out of that site and so their labor costs was greatly reduced because they had the operating business that was there. She said as we all know that existing business has relocated to a different location so now the new contract, Landscaping Unlimited, would not be operating a business out of the County facility. She said as we're, so therefore this contract is at a higher total cost and I think what we were looking at was approximately the total amount of $265, I think we were looking at approximately a $5.00 additional cost for the annual budget. She said we did include in our budget numbers when we met to go to review the budget that will be presented to you in a few months. She said we did have an increased number in it, but we did not have quite this amount, but we will be looking at approximately a $5.00 increase. She said but we think based upon where we stand with the solid waste, the entire solid waste we don't think it's in the best interest of the County to have another business operating at that operation since we're looking at redesigning that location into a mega-site so having that site cleaned up, if any of you have been down to that site in the last couple of years you know that there's a lot of equipment and things that need to be cleaned up and moved out so the other contractor is in the process of doing that. She said so this is kind of a whole process of getting that site cleaned up and prepped to move forward for solid waste.

Commissioner Booth said I may have misunderstood you; did you say the site was going to be open three days.

Ms. Smith said yes sir, for the general public.

Commissioner Booth said I wish this information would've come out before I voted.

Ms. Smith said okay.

Commissioner Booth said is there any way we can look at this thing again. He said I cannot vote for another tax increase on people and cutting the service. He said is there any way you all can bring this back up because I don't want to vote for this.

Ms. Smith said the portion, the majority of, I think if you look at the information in your book the majority of this contract is not the operations of the scales. She said the labor is a small portion. She said the majority is the loading of the tires.

Commissioner Booth said I understand that, but I also understand it's three days a week.

Ms. Smith said no, only a small portion of it is three days a week. She said only the person sitting in the scale house is three days a week, so the other part is a service contract that we have to do. She said the County is obligated through state statutes to receive scrap tires so the scrap tires have to be maintained and the disposal site has to be maintained and they have to be loaded into a facility so it doesn't matter, there are tire dealerships, used tire stores that are going to bring their tires to that landfill no matter what days they're open so if you're open Tuesday, Thursday and Saturday, they're going to bring all of their tires on Tuesday and Thursday. She said if you're open Monday through Friday they may scatter them out. She said the same tonnage of tires are going to come, it doesn't matter open Tuesday or Thursday, so your tonnages are going to stay the same and we have to do that so the equipment that they need to have to load the tires is the same whether it's open to the public two days a week or five days a week so that labor, that person sitting in the scale house is only a small portion of the contract.

Commissioner Booth said I understand, and it all sounds good. He said I'm not saying you've done anything shady.

Chairman Waters said it is in the book. He said it is in the book on page 561. He said it's got option one and option two highlighted in yellow.

Commissioner Booth said I understand but call it back again, let's call it back again and vote on it.

Chairman Waters said well no, we've already approved it.

Commissioner Booth said I figured you would say that.

Ms. Radcliffe said may I just say I'm not trying to sway the vote a different way because it was bid out properly, it was bid out twice and that's what the market says the contract costs. She said I just wanted, in full transparency, for you to know because we're working on the budget for next year that because of the increased cost of this contract we will need an increase in the revenue side, the fees to the citizens of $5.00 to cover it. She said it's not to try and sway a decision either way, I'm just trying to be fully transparent about that.

Commissioner Booth said I understand you weren't.

Commissioner Richardson said I'm just running this through my head, if you have a County employee down there five days a week, let's just take a high number and say it costs you $60,000. He said loading tires only happens two or three times a year. He said you can get a contractor to come down by the hour and load the tires, yes you can too.

Ms. Smith said it happens more than two or three times a year.

Commissioner Richardson said well you can still get a contractor to come down on an hourly basis and load the tires. He said if you need the roads graded or scrubbed up or whatever you can still get a local contractor to come and do that by simply making an agreement with him that he's going to come periodically and do this. He said I don't see but $100,000 in this, I think this is a rip-off and I make a motion that we reconsider.

Motion: Commissioner Richardson motioned to reconsider the prior vote to approve the contract. Commissioner Deatherage seconded.

Chairman Waters said question to our attorney, can we unwind what we've done. He said I see a couple of nods.

Mr. Francisco said you can reconsider, and the motion would be by someone who voted for it, am I correct.

Commissioner Booth said like I said, I'm not going to renege on the way that I voted because I voted the way I did and I'm still going to recon that I hate that we've done this but I'm going to stay with the vote that I cast.

Commissioner Richardson said let me present this, why don't we, as a part of this motion, request that the department come back to us with a list of tasks, and we can look at that list of tasks and we can decide whether we've done the right thing or not. He said that's the simplest thing to do. He said grading a road, you can get a contractor on retainer that will come and scrub things for you every once in a while, you can keep a contractor on retainer that will come and load these tires because it's not that many hours a week and if you're only going to have somebody down there three days a week you might be able to redo this thing and get the public more service by having someone there five days a week.

Mr. Overman said can I give a little more information. He said the process for loading tires happens about two to three times per week to keep it managed. He said yard waste has to be pushed up into piles to allow for access to the Republic trucks as well as the public. He said we feel that having someone there on site is the best way to accomplish getting the job done when it needs to be done versus contracting and the next thing you know the contractor can't get there for a week. He said we've also explored some very basic pricing, as far as making the County run. He said the numbers that I ran for renting the equipment, I came up, and I think this is a low estimate based on what we would expect these people to do, was $210,000 for a year.

Commissioner Richardson said I don't think we'd rent equipment. He said renting equipment is a very poor plan. He said we've rented a lot of equipment lately and I've seen it sitting around for five days a week and used two days a week and if I'd known that was going to happen I'd have been in the middle of that too because that was really bad judgement. He said I don't think we've looked at this properly, I don't think we've looked at it from the standpoint of a local small contractor, and there's several of these people around that can provide us with these services. He said let me ask you this, what size truck are we loading tires into.

Mr. Overman said it's a 53' open top tractor trailer, semi-trailer.

Commissioner Richardson said that's what it should be and how many truck loads are we having a week.

Mr. Overman said not truck loads, but they get loaded about two or three times a week because of the volume of tires that come into the site.

Commissioner Richardson said now look, I've been down to the site and that doesn't wash with me. He said that site can be expanded so tires can lay around a little more and you bring, you're not loading a full tractor trailer two or three times a week. He said somebodies coming with a high-cost operation to load a few tires into a truck that's not anywhere close to full.

Ms. Smith said there's a few requirements from DQ. She said tires are not supposed to sit on the ground so there are certain requirements that we have to do, and I would, as far as a list of requirements, as far as bringing you a list of requirements, the RFP that was issued to contractors was very specific with the list of requirements. She said if you want to see what the scope of work is, that RFP is very specific with what the scope of work is. She said as far as a smaller contractor for what it needs to be, a smaller contractor, it was open to anyone and they could've bid it and they did not. She said then, you stating that it was not sufficiently looked at, Mr. Overman has looked at it up one side and down the other and there just are not a lot of options. She said he and I, we sincerely wish it had come in with less money than it did, we met with the low bidder and talked with them and went through different options to see if there was some way in order to reduce the cost and there really wasn't. She said we're trying to figure it out but again, if you look at the bid tab, I mean, the highest bidder was almost $200,000 more than the low bidder and again, it's not something that, it's what the market price is. She said again, we looked at what it could be to have a full-time employee come in and do it but it's not a job a one full-time employee can do. She said you need multiple employees to do this. She said you can't have someone at the scale house and operating multiple pieces of equipment at one time. She said not to mention when you throw in other things it's a challenge. She said also, this is a bridge, we're looking at potentially developing the site into other types of operation so again, right now it's a two-year contract with an option to renew it for an additional year. She said if it had come in lower we would've all been ecstatic, but this is what the market is. She said we submitted, we advertised it for bid once and couldn't get multiple bidders. She said we contacted as many people as we could, we just had a difficult time getting multiple bidders.

Commissioner Richardson said I fail to understand, even if you keep it open three days a week why one County employee down there couldn't call the contractor and say you, you haven't broken it down, you're asking for Cadillac service. He said the RPO is for first class service. He said why couldn't a County employee, if we had a small contractor engaged say my roads need grading, come down and make the phone call, provide some management. He said what we're doing is

we're contracting out all the management and everything else and that gets to be very expensive. He said I'm talking about a County employee running the site and he doesn't have to operate equipment because you're going to rent equipment, not rent equipment because I'm against that, that's very expensive, he's going to call the contractor and the contractor is going to come down on an hourly basis and do what needs to be done. He said I just don't see this as being, I think we bid this for Cadillac service so everybody over there can go to sleep and not have to do any work.

Ms. Smith said everybody over where.

Commissioner Richardson said in your department. He said I think you've bid something that's very easy for your department to accomplish. He said a County employee that's calling the tire guy and saying look, I've got a full tractor trailer full of tires here, get your truck in here and then he calls the guy to load them, that can't be that expensive.

Ms. Smith said you have no control over contractors coming and contractors not coming.

Commissioner Richardson said you do if you contract with them under an agreement that they're going to provide you certain services within a certain time frame, and this is what you do. He said this is called management and its magic and it saves money. He said you hold bids to just make things easy on your department.

Commissioner Deatherage said $260,000, is that two years.

Ms. Smith said no.

Commissioner Deatherage said one year, okay, so in one year we could be doing something else.

Commissioner Rebholz said it's a two-year contract.

Commissioner Deatherage said so we've got to pay this for two years, $520,000.

Commissioner Richardson said I think we should look at this again and do it a different way.

Commissioner Deatherage said I have another question, how long, say we decide to go and do the mega-sites and decide to operate them ourselves, how long is that going to take. He said what I'm trying to do is avoid an overlapping situation. He said maybe, okay, maybe we should pay $260,000. He said it may be the only way we can do it but let's do it on a yearly basis.

Mr. Overman said that was one of the reasons for the contract being two years and the additional one-year periods because the Republic contract ends in 2025 so that was our overlap timeframe there.

Commissioner Deatherage said but what I'm seeing from what you're saying is Republic is somewhat driving this. He said what if we were able to do the mega-site in a year and half from now. He said what is going to be our major impediment.

Ms. Smith said the contract, the RFP has terms that we would be able to go in and give a notice of cancellation to the contractor.

Commissioner Deatherage said is there any cost.

Ms. Smith said there's always the right to negotiate any costs for cancelling the contract. She said the initial RFP that was issued had an initial term of one year because we said the same thing, that we didn't want to tie ourselves to a multi-year contract. She said the problem that we had from all of the bidder, that based upon the type of contract that there was too much capital investment in it, that they did not want to bid for a single-year contract.

Commissioner Richardson said so you're paying that capital in this contract, that's why we need to look at this again.

Ms. Smith said we did look at the other, as far as the rental equipment or owning the equipment and that has its pluses and minuses for owning the equipment too. She said the problem with the County owning the equipment is the County doesn't have mechanics on full-time and we do not have mechanics, nor do we have mechanic shops with mechanics equipment's in the shops and that kind of thing. She said so when the owned equipment breaks down you're limited with people, service technicians coming in and making repairs.

Chairman Waters said Ms. Mosher will you read the motion.

Ms. Mosher said the last one I have was a motion to reconsider and the department to come back with a list of tasks, but the original motion was a motion to reconsider.

Commissioner Richardson said the motion to reconsider, withing that motion to reconsider is, and I don't think these people have caught on yet that I'm talking about bidding this thing with a full-time employee of the County and then having contractual arrangements, so we don't have to own equipment, with a small contractor. He said that's all you need is a small contractor, you don't need a big contractor, and provide some management like you don't need to load part of a truck of tires. He said we wait until you've got a full truck and then you call the man to come and bring his loading machine and we load the tires and load a full truck at a time. He said it's management and if capital equipment has to be bought that capital equipment is in this $260,000 a year that we are paying for. He said I think we need to go back and restructure the RFP and see what we get.

Commissioner Deatherage said I was thinking it was for one year. He said right now, months ago, well first of all I didn't know you were going out on this bid but now that I know, we voted on it and we think, now that it's going to be two years instead of one year, and I think we may put ourselves in a box where there may be a great argument to not use any of the money coming down with the Covid relief stimulus, which is kind of crazy but the money is coming, I want to use some of that money for solid waste for our mega-sites and I want our sites to be able to do some pretty unique things, which is probably going to involve us spending enough money and setting up infrastructure where we need to have a well-run site and there will be County employees there running that site. He said so if we get tied in to a very expensive, which is going to cost us $5.00 per month, you say it's a service, I say it's a tax, to everybody annually, to everybody that has a residence in Beaufort County. He said this is kind of opening up what was once cloudy is now becoming clear to me now that we need to rethink this. He said $520,000 plus we've got the opportunity to think in a very cogent manner on how we spend this money that's coming down from Washington, D.C.. He said now, everybody is talking about how wonderful broadband is to put that backbone in.

Chairman Waters said please stop.

Commissioner Deatherage said I've got five minutes and you're interrupting me so I'm going to take that time as well. He said we're talking about spending money to put in the backbone to put in broadband, we've got farmers in here saying they're not going to be able to plow their fields and I'm still wondering how they're going to get broadband in their tractors from a backbone that sits in a pipe. He said do you understand that. He said it's inconceivable to me how that's going to happen when there's satellite service already available and that is the plan going forward, more than what's in the ground. He said so it's a very complicated issue and we need to think about what it's going to take Beaufort County forward. He said if we're going to get infrastructure money we need to use it wisely and well and if we put ourselves in a box right now, $520,000 over two years, we may offer a great excuse to the group, maybe it's the chamber of commerce, they're talking about broadband like it's the second coming and I'm telling you, for somebody who understands internet, it ain't the second coming.

Commissioner Booth said please forgive me.

Ms. Smith said I'm sorry, again it came in higher than either of us expected. She said when we put the RFP out we wrote the RFP, and we wrote the scope of work for what we felt was needed at the landfill in order for the landfill to run as it should to give it a level of service we feel the citizens deserve. She said we are at the end of the compliance period for the closed municipal landfill. She said we had leachate problems in the past, we paid $30,000 for leachate repairs two years ago. She said we include in the scope of work reviewing and walking the landfill to stop and alleviate leachate repairs earlier so they can be repaired on a smaller basis so we're not making those expensive repairs because again, we've got some issues right now that need to be addressed so I do disagree with you that it's a Cadillac RFP. She said I would say it's a Chevrolet, it's up from a Hugo so we do believe it will be an increase in service from what we've had. She said but again, it did come in higher than what we thought but based upon where we are in the solid waste transition it seems to be the best, we believe it's the best transition plan that we have for now and that's why we've made this presentation. She said but we are staff, and we will follow the recommendation of the Board, whatever it may be. She said if you want us to go back and look at it again, whatever your recommendation is that is what we will do.

Commissioner Richardson said let me be sure what we're voting on. He said we're just voting to undo what we did and reconsider. He said we're asking them to come back with some alternatives.

Motion Restated: Commissioner Richardson motioned to reverse the prior vote and reconsider. Commissioner Deatherage seconded.

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

See Addendum 9

Buck Jones Lease

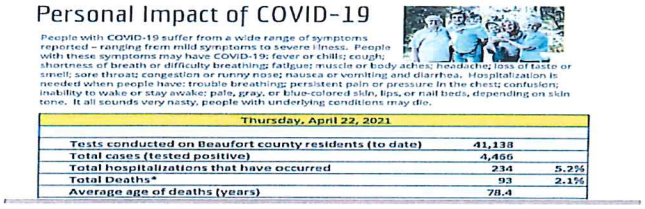
Mr. Overman said the second item I have for you tonight is the Buck Jones Solid Waste Site Lease renewal. He said we have been leasing property from Weyerhaeuser Company for property on Clay Bottom School Road in Blount's Creek for operation of the Buck Jones waste site. He said a proposed three-year lease agreement for the site is attached. He said everything is the same as the previous three years other than the lease rate is going up to $1,700 per year, which is a $50.00 increase per year. He said our recommendation is to approve the lease agreement with Weyerhaeuser Company for the operation of the Buck Jones Waste Site.

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

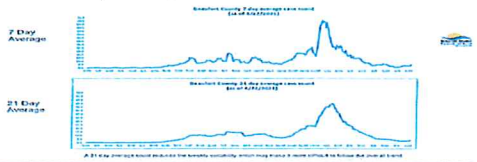
See Addendum 10

Economic Impact of Covid on Beaufort County

Mr. Martyn Johnson said Commissioner Deatherage asked me to give a presentation on the impact of Covid-19 in the last meeting and we made a lot of contact in terms of numerous people in the County, although I won't say this is a scientific study of what happened during Covid. He said the first thing I'd like to say is I don't want to just give numbers and Mr. Madson gave his report earlier for the impact on people involved so I just wanted to point that out that there has been a lot of impact on people both financially and physically. He then gave the following presentation to the Board.



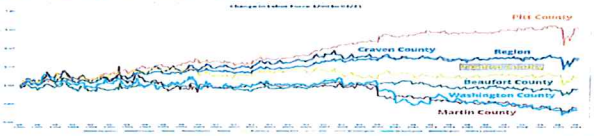
Personal Impact of COVID-19



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	-5.37%
Unemployed	6,218	10,486	68.64%
Unemp. Rate	3.8%	6.6%	73.65%
NC *000	02/20	02/21	Δ
Labor Force	5,112	5,034	-1.51%
Employed	4,918	4,673	-5.33%
Unemployed	194	362	62.97%
Unemp. Rate	3.8%	6.6%	76.47%
GWCSA	02/20	02/21	Δ
Labor Force	136,854	135,427	-0.99%
Employed	104,866	101,291	-2.41%
Unemployed	3,988	6,136	53.86%
Unemp. Rate	3.8%	5.9%	55.56%
Beaufort County	02/20	02/21	Δ
Labor Force	19,962	19,858	-0.56%
Employed	19,175	18,751	-2.21%
Unemployed	793	1,108	39.94%
Unemp. Rate	4.0%	5.6%	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

ECU RISE 29 Spring Interns - CANCELED due to COVID-19

ECU RISE 29 Summer Interns - Oswaldo Corona, Carrie Chalken and Brady Hillheuse - Client: Carolina Ave 76

ECU RISE 29 Fall Interns - Steven Hollingsworth, Tiffany Corey and Sina Almomani - Client: ALPHA LIFE Cannery Project

COVID 19 Impact on BCED
2020 Project Sources and Types (30 vs 46 2019)

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 & RCOEQ – 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:
    - Rush's House Thrift Store – elderly staff
    - Windsor Alterations – no need for alterations
    - Tenue 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

- Initiall 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

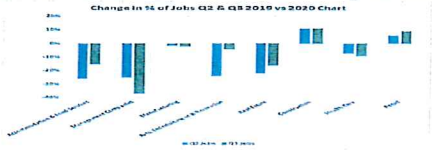
Impact of COVID-19 on Farmers

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.

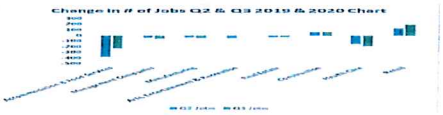
Farm households have also been affected by the pandemic through loss of off-farm income or loss of employment-based health insurance benefits. Off-farm income sources vary by household debt. The majority (61 percent) comes from wages and salaries of operators and other household members, and the remainder 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

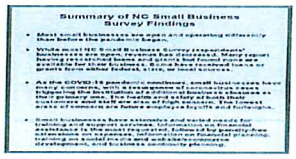
Average Weekly Wage Rate increased slightly from Q2 2019 to Q2 2020.
(from $707 to $736 equals +4.1% per quarter)

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)

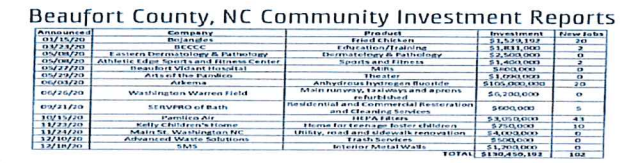
Total Wages Per Quarter increased by $4,100,000 from Q3 2019 to Q3 2020
(from $147,200,000 in 3 Qtr. 2019 to $151,300,000 in 3 Qtr. 2020)

2020 COVID-19 Impacts



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 received loans and grants but found most are not helpful. Many are still waiting for loans or grants from other federal, state, or local sources.
- As the COVID-19 pandemic continues, small businesses have many concerns, with a resurgence of coronavirus cases and the flu season ahead. Most are concerned about cash flow 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 a variety and varied needs for training and support services. Information on financial assistance is the most requested, followed by specific how to's on applying for loans and grants, and then marketing, training on social media and website management, development, and business continuity planning.



Announced	Company	Product	Investment	New Jobs
01/15/20	Bojangles	Fried Chicken	$1,573,192	20
01/23/20	BCCC	Education/Training	$1,831,000	2
04/08/20	Eastern Dermatology & Pathology	Dermatology & Pathology	$2,503,000	0
04/08/20	Athletic Edge Sports and Fitness Center	Sports and Fitness	$1,401,000	2
05/27/20	Beaufort Vidant Hospital	MRIs	$460,000	0
05/27/20	Attack the Paradox	Theater	$1,090,000	0
06/02/20	Arkema	Anhydrous hydrogen fluoride	$105,000,000	20
06/25/20	Washington Warren Field	Main runway, taxiways and aprons refurbished	$6,200,000	0
07/21/20	SERVPRO of Bath	Residential and Commercial Restoration and Cleaning Services	$600,000	5
10/15/20	Pamlico Air	HEPA Filters	$3,050,000	41
11/23/20	Kelly Children's Home	Home for teenage foster children	$750,000	10
11/23/20	Main St. Washington NC	Utility, road and sidewalk renovation	$4,000,000	0
12/10/20	Advanced Waste Solutions	Trash Services	$500,000	6
12/18/20	SMS	Interior Metal Walls	$1,900,000	0
		TOTAL	$130,450,192	102

Commissioner Deatherage said are you finding that people are having a hard time finding employees now with the incentives, or should I say disincentives to work.

Mr. Johnson said they are having a hard time partly because of that and partly because the skills that are available and the jobs that are available don't match. He said that's where all the training comes in and we're trying very hard to train people up. He said if we can train them up then those incentives become less, those payments become less valuable to them. He

said it's only a certain dollar per hour if we can get them skills that are higher than that. He said but if they don't take training and they don't skill up then that is correct.

Commissioner Deatherage said we recognize, we all recognize that the disincentive to work is an untenable project. He said it cannot be sustained on the backs of the taxpayers in the United States. He said I know I understand it's buying a new governing apparatus here and some people want that, and they'll do anything to achieve that however it is ruining the capitalist society that we've had for, I don't know, 200, 300, 350 years as a colony and then as a republic. He said so is there any advocacy in your group to ask the federal government to please stop giving away money, printing money.

Mr. Johnson said we're not an advocacy, that's you all but what we are trying to do, as I said, is try and increase the value of the labor force. He said if you can have one person do what two people do then you increase the value and hopefully people see that and they won't want to just receive government payments going forward, they'll see a career.

Commissioner Deatherage said that sounds good but there are going to be some sectors where it's going to be one-on-one. He said you can't make two waiters out of one, it's impossible.

Mr. Johnson said but you can improve the service of that waiter such that the waiter gets a larger tips for what they've done. He said that's what the Hackney found that they trained their waiters to be true waiters and not just somebody serving food, so I think that's, in some ways, the model that we need to follow, that we improve the quality of our labor so that they get paid more.

Commissioner Deatherage said you don't get a lot of Hackney's in eastern North Carolina, probably.

Mr. Johnson said no, there's a lot of those sort of restaurants and we're having a number of more restaurants come in.

Commissioner Deatherage said that only a few people can eat at. He said you see where I'm going with this. He said I'm trying to get to a point of reality and you using the Hackney as an example of that just throws it way off into an unreal perspective.

Mr. Johnson said I think what's going to happen is that, like McDonalds then, I think what is happening is automation is coming in for jobs that have no skills, where the people have no skills. He said that I think where people are going to be paid for in the future is where they have skills and they can provide a better service, operate a machine, repair a machine, whatever, so that they will be valuable. He said I would agree with you, we need to increase the value of our people so that they can earn good livings and have careers.

Commissioner Deatherage said we've got a lot of people who just don't work, that won't work, whole families that won't work, that's just their lifestyle.

Mr. Johnson said all I can say is, with the Made in Beaufort County marketing program, what we're trying to do is show people that there are careers and there are better things than sitting at home watching TV. He said that might be what they want to do but they need to be able to be shown that there are alternatives to that and if you get out of the house and do something, maybe you can earn $50,000, $60,000, $80,000 or $100,000. He said one of the big things that the school system and the community college are trying to talk about is Pathways. He said basically, starting in middle schools and effecting those individuals so that they see if they follow this pathway they could end up as a welder at Camfield making $100,000 a year.

Commissioner Deatherage said but how about all the people who are not going to ever be that. He said you can't have but so many welders, you can't have but so many people that code. He said you can only have so many. He said how about the people, when the money dries up, what are they going to do.

Mr. Johnson said when the money dries up.

Commissioner Deatherage said the money will dry up; it's going to dry up. He said everybody with a full working brain knows that. He said the money that's being printed right now will dry up. He said that's what, our entire economy is built on federal money, to the point of $4 trillion this year and possibly another $6 trillion in one year.

Mr. Johnson said I can't deal on those concepts.

Commissioner Deatherage said it's a concept that we're all going to have to deal with.

Mr. Johnson said I can only deal with population in Beaufort County and what I see and the industries that we have here right now and the shortage of labor skilled for those positions and if we try we might be able to get some of those people off their couches and into jobs that will give them a future.

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

Mr. Johnson said the next item is one from last time as well and that is the sale of the land to Harry Smith. He said he has upped his bid to $7,500 per acre and as, I think, I said earlier he is a longtime resident and businessman in the County. He said he is currently associated with many business ventures in the County and in the process of implementing many others. He said this arrangement would also entail us being the agent for the City of Washington through an agreement that basically we would offer it as the agent. He said currently the ownership is 55% for the County and 45% for the City so we would, on sale, we would divide the City as such and the process for the purchase will go through the upset bid process in order to meet the competitive requirement of North Carolina G.S. 45-21.27. He said staff would request the Beaufort County Board of Commissioners accept the bid from Harry Smith for lot 1 in the Beaufort County/Washington Industrial Park and associated upset bid documentation and agreement with the City.

Commissioner Deatherage said I assume, right now we've got $7,500 from $5,500 last time. He said we're still way under what we paid for it. He said was he going to build there, is he going to build a business.

Mr. Johnson said I believe so, yes.

Commissioner Deatherage said shouldn't we know that before we accept any bid. He said just because somebody is a big-time money investor I think we should be very careful about allocating property to people that Beaufort County paid for. He said we had an advocate here earlier tonight that said we should do whatever comes our way without thinking about it and I think we have to think about things like this.

Mr. Johnson said he is an owner and partner of Pamlico Air which is purchasing the Industry Ready building, which is next door to this property so making an assumption just on my own, he is purchasing the land for future expansion. He said the current site is only 5 acres and there's another site that backs up to the north side of that property. He said this is on the south side of the property, so I believe he is buying it for potential expansion.

Commissioner Deatherage said but we don't know that for sure.

Mr. Johnson said I believe that is what he's buying the property for.

Commissioner Deatherage said but we don't have an agreement, or anything written. He said let me propose this to you, what happens if we do the upset bid, and another investor comes along and says I'm going to pay whatever it is plus 10% and we get a little bid thing going and it gets up to $12,000 and Mr. Smith loses, and the other guy isn't going to do a thing with it.

Mr. Johnson said I can't play what ifs.

Commissioner Deatherage said but we have to play what if's, we're the governing body up here. He said we're not going to do everything we're told to do; we have to play what ifs.

Mr. Johnson said you are making a decision based on the fact that person has made a bid on this land, they are a substantial businessman in the community, they own a business that is on an adjacent site. He said I cannot call anybody to say yes, they're going to expand that business, that's not how it works, but my understanding would be that he's buying this land to expand this business.

Commissioner Deatherage said land prices are really up now and, we bought this to bring business to our area and we sell it to somebody on a maybe, kind of, who knows, wink and a nod, I'm not so sure we are doing our fiduciary to the people of Beaufort County, many of whom were not interested in all of this economic development that we spent millions of dollars on in the last couple years. He said if we change the rules of the road now I just don't see it.

Mr. Johnson said I don't understand what you mean, change the rules of the road.

Commissioner Deatherage said the rules of the road is we always made money on property or at least got our money back. He said this is, I don't think we've ever sold anything for $7,500.

Mr. Johnson said you sold another site in the industrial park for $7,000.

Commissioner Deatherage said how long ago was that.

Mr. Johnson said it would've been 2018 and it was, again, the same situation.

Commissioner Deatherage said that was before me then.

Mr. Johnson said two tracks.

Commissioner Rebholz said did they build or are they building on it.

Mr. Johnson said they haven't built yet, but it's anticipated. He said I don't have a crystal ball, I can't say what is going to happen on that site but given what is happening with Pamlico Air and it's just been bought by Mann and Hummel, I would extremely believe that the site will be built on in the next five years. He said to say something precise is going to happen, I can only say what the performance grant says and that is 43 jobs are going to be created in the industry ready building, but my understanding is that is just a start, but I don't have any documentation that says that. He said with the take-over and everything I think it is likely. He said it's a $4 billion company that took over the company so if I were to place my bets as to leaving that site vacant or selling it to Harry, I would say I would go with Harry, but I can't say precisely.

Motion: Commissioner Rebholz motioned to accept the bid in the amount of $7,500 per acre and to start the upset bid process. Commissioner Booth seconded.

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

Mr. Johnson said thank you very much and I'll work very hard to put some jobs on that site. He said remember, now they're going to be paying taxes on that land.

See Addendum 11

Resolution to Transfer Property to Belhaven

Mr. David Francisco said at your last meeting you approved giving control of the Cooperage property in Belhaven to the Town of Belhaven so they could pursue grants to improve the property and utilize it as a regional boat ramp. He said the resolution that's attached to this presentation. He said a "Resolution to Option Real Property to the Town of Belhaven for Two Years" is necessary for Belhaven to pursue the grants that were discussed during the April 5th meeting. He said I'll read the option if you want me to, it's right there in your book but I'll read it. He then read the following:

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.

Motion: Commissioner Booth motioned to approve the resolution. 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 12

Juvenile Crime Prevention FY 21-22 Local Match

Mr. Alligood said this item is the JCPC local match for FY 21-22. He said as you recall, normally, during non-Covid times you would've had your meeting with the JCPC board where they would've presented this, and you would've had discussions on this and would've presented it prior. He said since we're not doing that, this is the documentation. He said it has historically been done before the budget discussions, so we put it in place as well. He said as you recall this is where the State of North Carolina Department of Public Safety partners with local JCPS's to provide money to help reduce juvenile crime. He said this year, as there always is, there's a 10% match for the County. He said the proposal from DPS this year is $185,624 so that would require $18,562 in County cash match. He said you will see in the funding plan there is also a local "in kind" from the local mediation center of North Carolina. He said they received some money and provided an in-kind match. He said so the local impact is $18,562 with the local County match being included in the FY 21-22 budget and we'd recommend you approve that, as has been your standing before.

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

See Addendum 13

Renewal of Lease for Property Used by Hospital

Mr. Alligood said the next item is renewal of a lease on property that is leased from the County by the hospital. He said these are the two properties and you're very familiar with them. He said the first is known as the Tideland Mental Health building and the Silverthorne Crisis Center. He said the Tideland lease property is located at 1308 Highland Drive and

according to the lease it's approximately 6,663 square feet. He said the Silverthorne lease is at 1379 Cowell Farm Road, they're actually adjacent and per that existing lease agreement it's about 5,794 square feet. He said both of those lease agreements started September 1, 2011. He said they had a ten-year initial term. He said that term will end August 31st of this year. He said per the lease agreement, if you do not make a notice to them 90 days ahead of time they automatically renew for a 5-year period under the same conditions. He said we've had discussions with Vidant about this and they do wish to continue the lease agreements and they are agreeable to some negotiations on those lease agreements in order to address current operations and the needs of both parties. He said you see some recommendations that came from the County Attorney, I mean the County Engineer, revising the square footage to make sure that's more accurate, not allowing sub-leases, they would have to have County approval for sub-leases. He said removing janitorial services and supplies. He said we are doing that now and that should be something the tenants should do. He said removing snow and ice removal. He said Vidant has an in-house maintenance group that can look after their stuff, it's appropriate for them to do that for a facility that they have. He said we also want to clarify, essentially, now we're looking after every little thing that happens there and it's really not appropriate for us. He said we don't have the staff to do it. He said we shouldn't be changing lightbulbs in a facility we're leasing to someone; they should be looking after that so things like that. He said service calls for stopped up plumbing, they need to be taking care of those. He said they would also be responsible for hardware and key changing issues and they would be responsible for any damages to walls or doors. He said we would be responsible for the infrastructure of the building, the major infrastructure like we would do for any normal lease agreement and that the County would approve any alterations totaling more than $3,000 and of course no space heaters allowed in the building. He said that's just something in our risk management that we don't want to happen. He said under this you see several options. He said you could take no action on this matter and let the leases just renew for another five-year term. He said you could also give notice to not renew the leases. He said currently the fiscal impact on that is the Tideland building brings in $5,365 per month in rental rate and the Crisis Center brings in $4,663 and there is a CPI adjustment on those annually. He said so what we're asking you to do is to authorize staff to negotiate the renewal of those leases with some of the suggested modifications for both of those buildings and include that same CPI as we move forward.

Motion: Commissioner Booth motioned to approve allowing staff to negotiate new leases for the Tideland Building and the Crisis Center. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 14

Update on Broadband Discussions

Mr. Alligood said I wanted to give you an update on some of the discussions we've had with Charter Communications and Century Link regarding broadband projects. He said so you've heard a lot recently about RDOF. He said that is the Rural Digital Opportunity Fund. He said he said as you can see on the slide it is an FCC initiative designed to inject billions of dollars into the construction and operation of rural broadband. He said it was a reverse auction so essentially what they said was we're going to look at census tracts and we're going to say to you how much is it going to cost to build broadband in those areas and then we're going to take it in reverse auction fashion. He said so everybody that's bidding on this says 100% of the money that it takes to do that and then the first cut is 80% and the next cut is 60% and the next cut is 40% and they start weeding people out so the bidders are essentially saying I can do it for less, I can do it for less. He said as they got to the point where they couldn't they dropped out. He said so that's where you see the majority of the big boys, the big players stayed in. He said phase I of the auction ended on November 25, 2020 and it awarded $9.2 billion in support to 180 bidders so that's 180 bidders across the entire United States. He said so you will recall the way this was essentially set up was they had to do a short form and you've heard that conversation previously with our partner under the MOU, RiverStreet. He said Greg Coltrain has spoken to you about that where you had to put in what's called a short form and that essentially it says here's how were going to do, here's how were going to deliver that service and then once they went through the bidding process now they are in the process, there was a quiet period in there where they couldn't talk about it and you will recall he talked about that as well. He said so now they're in the process where they've awarded these or they've tentatively awarded these and they're in the long form process where they've got to go through now and justify to the FCC exactly how they are going to do what they're going to do. He said so the RDOF winner in Beaufort County, and this is listed in the awards totals across the United States, CCO Holdings, which is Charter, they received $1.2 billion from the federal government to provide broadband in rural locations of a little over 1 million locations across 24 states. He said they are proposing to use fiber and cable to do that. He said then the other large win or, Charter was the largest winner in Beaufort County and then Starlink was the next big winner in Beaufort County. He said they received $885 million for

642,000 locations across 35 states and what they're using is low-earth orbit satellites. He said so if you look at this map you will see exactly where those rural tracts were that the FCC allowed them to bid on. He said you've seen this before, I'm sure. He said the green areas is where CCO Holdings, or Charter, won the bid. He said the red areas is where SpaceX won the bid that they're receiving money to provide service in those areas. He said for the RDOF winners, it's done by census block. He said they will receive 10 years of subsidy payments from the FCC. He said they are required to deploy broadband within six years. He said they must include broadband and voice service in that, and it's got to be a minimum of 25M and 3M up. He said they do face a fine for non-compliance for not doing what they said they were going to do and they're currently finishing what's called the long form documentation. He said according to the FCC document they face a fine for default of $3,000 per geographic unit subject to the bid and the language in that said the penalty "should not be unduly punitive and expect the forfeiture to be proportionate to the overall scope of the winning bidder's bid". He said so what they're saying is you may have won this but if you back out and default and say I'm not going to do this you can charge $3,000. He said the concern that we have with that, and we've said it before is this allows the big boys to come in and lock it up and then not do something. He said so this is about CCO Holdings, we had a conversation, in fact Commissioner Rebholz sat in on that conversation, he helped line that up, no I'm sorry, that was Century Link, let me back up. He said I had a conversation with the folks from CCO Holdings, that's Charter Communications. He said the gentleman from this area called me, he said based on theirs they intend to serve, based on the RDOF, about 1,600 homes that you saw previously in those areas. He said it will be a six-year project that will hopefully be sooner. He said they have hired a new vice president of construction in North Carolina for RDOF awards. He said they plan to use d a hybrid fiber model with gig service. He said what they anticipate is using the infrastructure they have coming up from Grantsboro to serve the south side of the County. He said and then, of course, they wanted to know was the Board interested in partnering with them in other areas using American Rescue Plan funds. He said SpaceX, Starlink, they're using low-earth orbit satellites. He said there are studies out there now, as they go through this long form process, their ability to meet the compliance. He said I read a couple of those and it's for the experts to debate if they can and we will just see, in time, whether it does work. He said if you're going to sign up for Starlink it's $499.00 for the equipment and it's $99.00 per month. He said currently they have no caps, that's what it says at this time. He said I can tell you I had a conversation with folks on the south side who have HughesNet and they say it does not work. He said the conversation we had with CenturyLink, Commissioner Rebholz, let me make sure I have it correct, Commissioner Rebholz helped on lining that up with the gentlemen, CenturyLink did not receive, they did receive some funding, but they didn't receive any funding in Beaufort County. He said so essentially what he said was they were staying out of the RDOF areas and the reason everybody was essentially staying out of the RDOF areas is because there was, in HB 196 that was signed I believe three or four weeks ago by the governor, there was language in there that was inserted at the last minute by a senator that said if you received RDOF funding in your areas then you are not eligible for Great Grant funding. He said now the Great Grant is the state broadband grant. He said so they essentially said they were going to look at areas in Old Ford, near the Community College and Belhaven. He said they're project is to run fiber to the home with gig speed, but they will not overbuild their system. He said the only areas they would run fiber to is in the areas that they were doing new build. He said essentially he said if they were to overbuild the system they would only get $15.00 extra for each customer if they so choose to upgrade to that speed so they were not looking to overbuild. He said they were looking to stay in existing areas and then just go into where they felt they could apply for a GREAT Grant. He said they did a quick look and said there were some areas, specifically they talked about Old Ford, south of the Community College and Belhaven, where they thought they could get a GREAT Grant and run 63 miles of fiber and get to 2777 homes, which he said was about $4.2 million. He said the GREAT Grant is currently a $2.8 million cap. He said if you could get a 70% grant then you would have a 10% local match but because they did not respond to our RFP they are not eligible to do that and our conversation with him about that and he did confirm that was his address that we sent the RFP to, that was his office address, they just didn't respond to it, or didn't see it and he said he hadn't been in his office in six months. He said so they're intent is to try and get the general assembly to change the language that you no longer need an RFP requirement to engage with counties for broadband for Great Grants. He said then, of course, they wanted to know what was the County's opportunity to partner with them on the American Rescue funds as well. He said so again, just to talk a little bit about your MOU partner, RiverStreet, they were the only ones who responded to the RFP, they are a local company, they provided you with a county wide engineering plan. He said they're eligible for a GREAT Grant, just like every other person is, everyone else who has an RFP with you and they're the only ones who do. He said they're proposing to run fiber to the home, which would be gig speed. He said they've offered a revenue sharing agreement at 20% for folks that do that. He said their fiber backbone, which they said would cost approximately $7.2 million would run 151 miles, passing 690 locations at 100% take rate. He said they also did, in the RFP that we put out, they gave us a design for fixed wireless and that would be using nine towers, serving 4,562 locations, using fixed wireless. He said that would be, roughly if you take 40% take rate, that would be 1892. He said they said they could do that using microwave backhaul for $2.1 million or if you ran fiber to each tower it would be about $5.6 but in their RFP they said they didn't

think that was the way to do it. He said they said if you spend that extra $3 million you ought to start running fiber to the home. He said that lays out there where they are in their fiber network, the backbone.

Commissioner Deatherage said are the towers designed to get wi-fi to almost all of the County.

Mr. Alligood said it was to run fixed wireless to the area that they could provide. He said that they could stand up nine towers and it would serve 4,562 locations and they just assumed a 40% take rate. He said according to the RFP proposals it was $2.1 million if they used backhaul to do that so that's doing a fixed wireless solution to try to get things up quickly and then slowly build out with fiber as you go.

Commissioner Deatherage said so get the towers set up and then, get the towers set up with fiber going to the towers.

Mr. Alligood said no, they actually did not propose, I mean, in the RFP it shows the cost to run fiber to each tower would be about $5.6 million. He said they didn't propose that, they said that's what it would cost. He said their proposal was to say microwave backhaul aught to do it.

Commissioner Deatherage said what is microwave backhaul.

Mr. Alligood said instead of using fiber they're using microwave link.

Commissioner Deatherage said is that like a copper.

Mr. Alligood said no, it's over the air, it's like a dish.

Commissioner Deatherage said they can project that to the towers and that will work.

Mr. Alligood said yes, we do that. He said we actually use that for our system. He said we use that for our radios, we have a microwave for the radio system. He said it microwaves from Cherry Run to the tower at the landfill so we didn't have to run fiber between the two, we have a microwave that runs it back and forth so there is that proposal. He said so that's where you are with that. He said I guess where I'm going to leave you with is that graph right there. He said that is Beaufort County's population. He said in 2010 it was a little over 47,800. He said in 2020 you see where we are and you see where the North Carolina Office of Management is projecting we will be. He said that's what our goal is, how do we stem that downward slide in population. He said our older folks are dying and our younger folks are leaving and they're not coming back. He said we've got to do something to keep our folks here, to build our industry, to do the things that move us into a new economy and that is internet, that is broadband. He said you've been a part of the discussions that were held with the Association of County Commissioners, it's been their #1 project for years to try and do that. He said I understand there's lots of things you want to look at, I would urge you to continue to look at broadband as part of that money. He said if you don't use that to try to build for your future we are always going to find ourselves, the County is always going to find itself behind the eight ball. He said we're always going to be at the back of the line, we're always going to be trying to catch up. He said this is an opportunity to use federal money, that if you don't spend it you've got to send it back so somebody is going to use it. He said you might not like grant money at all, I understand that very clearly but somebody is going to get that grant money and it is our job, as staff, to find you as much of it as we can and to let you use as much of it as you can because if you don't it's going back and somebody is going to use it. He said it's like nuclear weapons, everybody is going to have them and they're not going to do away with them so our job is to find as much of it as we can and the opportunity, you've heard from the public, you've heard from other people. He said if you were on the call with NACo, the National Association of Counties, that they've had, the North Carolina Association of County Commissioners, what they've said is with on your American rescue Act money is please use that money to invest in your future. He said don't just spend it, invest in your future. He said I can't tell you what that money can completely be used for. He said I got a note, you may have seen it, from NACo saying they are anticipating guidance coming from treasury but treasury is still writing the guidance on what those funds can be used for. He said I don't know what they can all be used for. He said I do know the plain language that's written on the back, that's what has come out in what you can and water, sewer and broadband are those so I would ask you to keep that in your mind because we've got to turn the tide in losing population in Beaufort County. He said if it continues to go down we're a sinking boat.

Commissioner Rebholz said are you saying there's no way now to consider someone other than RiverStreet because they're the only one that responded.

Mr. Alligood said what I'm saying is on the GREAT grant funding, well, back up, according to state statute, in order to partner with a broadband provider you have to put out and RFP. He said we did that last November, we held it out there, by statute you have to hold it out there for, I think, 30 days and we had it out there for about 45 days. He said you had to send it to every known provider you could find, we did that. He said in fact we got notice from one saying yup, that's my address. He said in order for you to partner with them an provide them grant funding to put in broadband infrastructure, it doesn't let you get into the broadband business it just helps them do it, you have to go through that process, there has to be an RFP so, right now, nobody else responded to that, RiverStreet is the only one that did. He said so, by the law, in order for you to deal with someone else and give them money to put in infrastructure you've got to go through an RFP process again. He said I think it would be a little bit disingenuous now that folks want our American Rescue Plan money now we're going to do an RFP because they didn't want anything to do with you when they didn't think you had money.

Commissioner Rebholz said I don't think that's true because CenturyLink is partnered with Pamlico and with Pitt and that was brought me towards asking the question if we're in between why would they not. He said they explained that they explained why they would choose, or in their case, they claimed they never even got it. He said my question is if you have a solution that is going to cost significantly less and be much quicker to roll out, whether it's, whoever it is, should we not find a way to consider them.

Mr. Alligood said I think that the process that you have to go through, by law, is issue an RFP and I think this Board has done that. He said now, if you want to say issue another one and wait another 30 days, then that is certainly the prerogative of this Board. He said I think, I would tend to not agree that we were a high place on telecommunicators agenda. He said I don't think we were. He said they didn't respond, they didn't ask a question, it was sent to them, it was put out. He said you had one local company who said we're here to help you. He said if you do that then you would certainly have to do that. He said you would have to put out another RFP in order to get money or grant money to another entity. He said now if you want to sit back and let whatever come what may than you can do that. He said the problem is, in my opinion, we've done that for to long. He said nobody is going to look after us if we don't try to look after ourselves.

Commissioner Rebholz said we know RiverStreet won't do that either without our support. He said they're not going to expand. He said we're paying to build a backbone from Beaufort Community College for them, all the way down to Aurora, if we follow their proposal.

Mr. Alligood said that's part of it, yes.

Commissioner Rebholz said of which they're going to hook up to 600 some off homes as part of that process but they're going to be able to sell their services to anybody along that backbone.

Mr. Alligood said and you'll get a 20% revenue share from that.

Commissioner Rebholz said versus the possibility that there is something out there that already has got 50% of the market provided and has the backbone for what is already there.

Mr. Alligood said you have what they've submitted to you. He said they've gone through the process, they've given you an engineering study, you don't have to take that. He said but I think if you want to be in the drives seat and you want to have a local partner then I think you aught to consider at least letting us start negotiations with them. He said at the last meeting, you know, we were told to hold. He said so I think we're missing an opportunity if we don't at least explore and say what can you do and at least make a commitment to set aside some portion of that money to say we're going to do something because otherwise no one is going to do something.

Commissioner Rebholz said but are you willing to do that with the other companies too.

Mr. Alligood said what other companies. He said you would have to issue a new RFP and ask them how they would provide service, just like RiverStreet has already done.

Commissioner Booth said Mr. Manager, I believe I missed this but the partner, or future partner that Commissioner Rebholz is talking about didn't say a darned thing about the south side, am I correct.

Mr. Alligood said RDOF winner, CCO Holdings, which is Charter, won money to provide service in the areas on the south side that the federal government said are not currently receiving at least 25 and 3 service. He said they potentially won money to provide that service and they have to provide it within six years, but we've got to get to at least, I think, July before they finish the long form to say whether they're going to do it or not. He said now, they said they are but whether you sit and wait on them or not that's where you are.

Commissioner Booth said the way I feel, that's a very poor excuse, saying I hadn't been in my office in six months. He said that tells me more that you're not interested in me, period. He said now you see the money is here you want to come and jump on board. He said another thing that I think is the place that they are talking about covering, it's not the best of service but we want to look at the whole County. He said I don't want to leave no section out, especially the south side. He said those areas, and the numbers show it, the decline in the population has been declining for the last 10 years. He said but if we don't try to do something to make the younger folks wanna come back here, give the younger folks an option, you said it very plainly, we got us a dying off and young folks are moving off so what are our options to try and bring them back in. He said I wish, and I think it's very unfair that somebody waited to dance with you and then you left them after you got there. He said I think we should, and I know we can't bring it back up, but I think we should stay with RiverStreet.

Commissioner Richardson said I'm going to say a couple of negative things and something positive. He said number one, the reason these companies aren't coming here is there's a whole lot of other places they could make money at. He said we're playing in a game with industry that provides services to make money and all of a sudden the government is trying to get into this and I'm completely, I think we ought to leave it alone as far as I'm concerned but the positive thing is this, we've got a lot of things the County can do with that money that's listed that we're going to talk about in a little bit. He said we're going to have trouble spending this $7 million so I don't have a problem spending what's left over on whatever we decide we need, or we can do that whatever is left over goes into broadband. He said that's better than giving it back so I don't have a problem with that, but I think we've got a lot of primary needs that are ahead of broadband. He said I'm not a fan, broadband is not going to save the world. He said when you've got a demographic that's going in a certain direction it's going to keep right on going in that direction because you've got to provide jobs here before you're going to reverse this thing at all before that's going to happen. He said plus, I'm going to say another negative, all the broadband stuff came out of the Obama administration. He said they want a computer in every household, you need to ask yourself why.

Commissioner Deatherage said mostly this is going to be questions. He said there's going to be more money, more broadband money, we know that. He said I'm not saying the infrastructure bill is going to pass, I'm hoping it won't pass, to much money, although the State of North Carolina is looking to find money to produce money for areas like ours. He said what I'm thinking is maybe broadband is something we should do. He said I agree with Commissioner Richardson, it should come after other things that we need to do more. He said for me solid waste is paramount but why not look at what is our priorities, secondly, commit to broadband and look for as much money as we can find. He said there's a lot of moving pieces right now. He said I don't know if it's just that this money is available, and people are coming out of the woodwork but there's a lot of moving pieces. He said I think we've got a little bit of time to analyze how to play that board while keeping RiverStreet just as an option.

Mr. Alligood said just in response to that, what I will tell you is that, and I have no connection with RiverStreet, before someone has something to say about that, I have no connection with them but in my conversation with them they are a local company and they do it well. He said they've proven that they do it well. He said but they have a lot of folks, a lot of counties of folks who are saying to them we're ready to go so they have been very gracious in holding up and waiting to see where Beaufort County is going to land because it is their home county but it's going to get to a point where they're going to say we're sorry but we're going to move on and unfortunately that's not where we want to be, that's not where I'd like to be where Beaufort County is. He said we don't want to be last in line, always waiting and hoping where you're in a leaking boat, always bailing water and you continue to hope someone comes and rescues you. He said we need to step out ahead and be a leader in the process and let it increase economic development, jobs, health care and the things that make a good quality of life that will bring people here, businesses here and I'm going to let you all debate that.

Vice-Chairman Langley said my thoughts are this, broadband is probably the only use of those funds where everybody can have a piece of that pie. He said everything else you come up with is going to be for different pockets of people. He said but with broadband, whether you're a millionaire or you're living paycheck to paycheck, it's the same opportunity for everybody. He said everybody gets a piece of the pie and I think you heard someone in public comments this evening also put in a plug for broadband and that's the way I think we should spend that money and I think it's what's best for all the citizens of Beaufort County.

Commissioner Walker said you're going to have to talk me out of the broadband option. He said I'm for it, I'm looking for the fourth vote, I'm ready to go with it. He said I absolutely agree with you, I think we're going to be left behind. He said w had a chance to have East Carolina University here years ago and everybody tripped and fell and didn't do it so what a difference that would've made. He said I don't want to compare that to this, but I just think this is the way to go but, you know, we didn't have people knocking the doors down tonight talking about the other things that we have. He said so far the tally I have is three for broadband and zero for the other. He said I believe the other will come when the broadband comes and I'm adding the third is this letter that we got from Beaufort Community College and as you might have guessed it's also pro-broadband, but I think this one paragraph is worth reading. He then read the following: *If we intend to survive as a viable culture in eastern North Carolina, one where our residents can make a living locally and stay close to home, without moving to Charlotte or Raleigh, a fiber-based network is absolutely necessary. A fiber backbone is the key to developing new small businesses, connecting to corporations in metropolitan areas and educating citizens to succeed in both activities. We have a rare chance to determine our own fate by funding a broadband fiber network backbone. Only then can we safeguard our rich heritage and simultaneously create the jobs needed to strengthen this foundation.* He said I think this says a lot and I just can't imagine what a trash dump is going to do better than broadband.

Commissioner Richardson said I can sit and debate this thing all night if you guys want to, but this broadband thing is not the answers to our problems. He said we've got a lot of things that people in this County need and most of the people that want broadband have already got it. He said you're only talking about 600 new customers across the whole County. He said please get this in perspective. He said let the companies that are making the money off of this pay for it, not on the backs of the taxpayers. He said I don't mind giving the surplus to broadband, but I think you owe us to at least listen, which it hasn't come up on the agenda yet, to listen to these suggestions, which we agreed to take 90 days to build a list on.

Chairman Waters said one of the things I'll add, I did not have an opportunity to sit down on NACo's conference call, which you did but I did sit in on the statewide and one of the things they said, and Mr. Alligood has already said it, was make sure we invest this money wisely. He said because it is supposed to be for infrastructure. He said you can stretch that as far as you want to go but infrastructure, to me, is electricity, water, sewer and now it's broadband. He said we can talk about, you know, it's not for us. He said I disagree with that. He said we're competing with other counties who are willing to float $30 to $40 million worth of bonds to put in broadband all over their county so that's what our competition is so you either find a way to compete or you find a way to die. He said it is part of the way we're going to do business in the future. He said we heard tonight from a young person who moved to this County. He said I told you at the last meeting about a couple that's in Bridgewater North, moved here, a young couple, and the only reason they're here is because of broadband and once they got here they found out it's not as fast as maybe they thought it was but that's young people moving into the County and they're working out of their homes. He said it's not an industry, it's not a plant that has 300 people in it. He said but just imagine if you have 500 or 600 homes where you have a husband and a wife both working out of their home, that's where we're going.

Jail Door Report

Commissioner Richardson said I just wanted to make sure does anybody know of any problems with the jail doors or in the jail.

Mr. Alligood said I'm not aware of any problems that have been reported to us since the last meeting, which the County Engineer had said they were resolved.

Commissioner Richardson said all locks, and everything has been resolved, there's nothing else on the punch list.

Mr. Alligood said that is my understanding, yes sir.

Commissioner Richardson said I wanted to make sure of that because I got the email from the Sheriff saying he's not talking to us, so we have to ask these questions, so we know what we're doing.

Chairman Waters said there is an email in your book from Montgomery. He said I don't know if you saw that.

Commissioner Richardson said where is that.

Chairman Waters said it's right behind item.

Commissioner Richardson said I see the one that says locking system upgrade.

Chairman Waters said it says all systems are installed per the contract.

Brenda Hamilton Investigation

Commissioner Richardson said the report is not complete, Mr. Manager, unless you've got something.

Mr. Alligood said I've not heard anything from her except for the one time I reached out to her so I must not be in that loop.

Commissioner Richardson said let me bring you up to date on the last thing she said. He said she said she has not finished the report. He said she promised she would finish the report this weekend or at the latest today, so I think she's still struggling with the report and frankly, my understanding is she doesn't have a lot to work with and I think that's slowed her down a lot so I'm waiting on the final report before I make any comments. He said so that's where we are with Brenda Hamilton.

Filming of the Budget Workshops

Motion: Commissioner Richardson motioned to the budget workshops be filmed. Commissioner Walker seconded.

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

Discussion of Way Commissioners are Elected

Commissioner Richardson said I don't know what you guys know about this, but I don't have a problem with it and I'm going to tell you where I am politically right up front because everybody wants to accuse me of protecting my office by being against this. He said I am for changing the way we elect Commissioners provided that all the parties that are involved in this can be satisfied and also provided that we elect the chairman and vice-chairman at large so it doesn't matter what you hear somebody else say, I'm not against this. He said I am against some of the techniques and some of the practices going on with secret meetings and people deciding things in back rooms and certain political parties that you go to their executive meetings nothing is said and three days later their leadership is at a secret meeting somewhere. He said this is going on, the public needs to be aware of it and I would admonish the public to be careful of what you believe and what you sign in this process because you may be signing for something that you don't think you're getting. He said so does anyone else, this is open for discussion.

Commissioner Booth said I totally disagree with you. He said I don't want to see the way we elect commissioners change at all. He said it might not be the best system we have but I don't believe in changing a system just to get rid of you. He said I really mean that, and I have no problem at all, and if I'm in order I'd like to make a motion when I'm finished saying what I'm saying. He said I have no problem at all with our elected officials, our legislatures going to Raleigh and trying to get a local bill passed. He said evidently he doesn't have to ask us because it's already up there, but I would make a motion

to ask this body the right for us to write a letter to the speaker of the house and the president pro tem and let them know we don't have a problem with what they're doing but we want them to pick up the tab when this goes to Richmond.

Motion: Commissioner Booth motioned to write a letter to the Speaker of the House and the President Pro Tem asking them to fund any lawsuits stemming from changing how Beaufort County Commissioners are elected. Commissioner Deatherage seconded.

Commissioner Booth said Richmond is where you've got to go settle this case, federal court in Richmond.

Mr. Alligood said that's true, there would have to be approval by the federal judge who issued the initial settlement because it says in the order it says he retained jurisdiction over that matter so it's my understanding, and I think the election director had that conversation with several of you that yes, you can try to push something forward but it's still got to be signed off by the federal judge to say it's okay.

Commissioner Booth said believe me, you, you're going to Richmond. He said that's not a threat, that's a fact.

Commissioner Deatherage said you're just concerned with the payment for it.

Commissioner Booth said yes, the paying for it.

Commissioner Richardson said our problem is the people trying to move this simply will not accept the fact that all the parties have to be satisfied. He said that includes the black community, the white community and anybody else that's out there. He said plus the people that are saying how we elect commissioners by districts or whatever, there's a lot of moving parts here, they have never been willing to accept what you just said, that you've got to go to federal court with this. He said they have never been willing to accept this and they're misinforming people by saying all we need is 4,000 signatures and this is a done deal. He said no, that's not the way it works and you better be careful of what you sign because what you're signing for is the way you're going to elect commissioners. He said that's got to be embodied by the state law in order to make this thing go forward so there's a lot of moving parts here, it's a complex thing and these guys apparently can't handle two-part problems.

Commissioner Booth said if I'm not mistaken it was way up in the thousands of dollars 20 years ago.

Commissioner Deatherage said I'm in favor of changing the way we elect commissioners, provided we find a better plan and right now, not consulting with the commissioners that we already have and not consulting with other people that have been in this position before, and there's a number of us but we've been here a while. He said did anyone say anything to you guys. He said we're the longest serving commissioners up here and we weren't even consulted so to do this heavy handed, without even talking to us, it makes me feel a little queasy so I agree with Commissioner Booth 100% on that piece but the other piece is we're being left out of the process and I think at some point we need to send a letter to the President Pro Tem and the Speaker of the House and say hey, we got left out of the process. He said be careful of what you approve of up there because first, we want you to pick up the tab, secondly, know that we were left out of the process locally so what's going on here. He said it sounds like a game to me.

Vice-Chairman Langley said I'm happy with the system the way that it is, but I won't go against what everybody wants. He said I just want people to understand and remember, under the current system that we have, if you go to districts you will only vote for one commissioner. He said right now you have a say in two commissioners. He said you actually get to vote for two commissioners. He said if you go to another system you're going to vote for one.

Commissioner Deatherage said I'd like to add to what Vice-Chairman Langley is saying. He said what he is saying is a hallmark of representation. He said the more votes you can get for the people in a certain time period is the best representation and we're not even talking about districts. He said with a district you can easily focus money towards somebody and you can get a puppet. He said we all see what puppets are like here in America today.

Commissioner Richardson said I'd just like to say I'd like each of us to get a copy of this letter once it's drafted and sent. He said please send a copy to each of the commissioners. He said it's possible, and he is correct in what Vice-Chairman Langley is talking about and what is being proposed as I understand it from the people I'm talking to, you will only have one vote and it's quite possible won't have one vote that's countywide, it's possible you will only have one vote in the district. He said he said we don't know what's being proposed. He said that's a whole lot less than you have now but if

you go to a system where you elect a chairman and a vice-chairman at large and then you elect another one, now you've got three votes and if you can do that and satisfy all the parties, I'm for it. He said otherwise, I'm not for it.

Motion Restated: Commissioner Booth motioned to write a letter to the Speaker of the House and the President Pro Tem asking them to fund any lawsuits stemming from changing how Beaufort County Commissioners are elected. Commissioner Deatherage seconded.

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

See Addendum 15

Resolution to Not Accept Illegal Immigrants

Commissioner Richardson said the key word here is illegal. He said legal immigrants are a different thing. He then read the following: *Be it resolved that Beaufort County refuses to accept settlement of illegal aliens in our County, and hat this decision be communicated to the state and federal government.* He said that is to our representative and whoever we can find. He said I'm not against legal immigrants, I'm not against people on work visa, I'm against illegal immigrants and if the thing keeps growing on the border to the south, they're looking for places to put these people and you're going to wind up, if you're not careful, with a whole bunch of them imported into Beaufort County. He said we don't need this. He said it's going to disrupt what's already a tenuous situation with labor and we don't need to support illegal activities in any form.

Chairman Waters said do you want to make a motion since it's your resolution.

Commissioner Deatherage said this is part and parcel of what I'm going to be bringing up later. He said bringing people into this country under the guise of politics is what we're seeing right now. He said on one hand you're creating a one-party system. He said on the other hand you're bringing people in to compete for services that are already going to be drastically shrunk once we figure out you can't keep printing money. He said so you can't have anywhere from 11 to 35 million illegals here now and say okay, we're going to just keep bringing them in because we've got plenty of places to pack them and force these people upon us without us having to suffer at the local level. He said you're talking about taking America from a first-rate republic to a second-class dystopia, or third-class dystopia. He said you're on the right road now.

Motion: Commissioner Richardson motioned to approve the following resolution: *Be it resolved that Beaufort County refuses to accept settlement of illegal aliens in our County, and hat this decision be communicated to the state and federal government.* Commissioner Deatherage seconded.

County Police Force Update

Commissioner Richardson said we met about a week or so ago. He said the meeting was filmed. He said we had about four or five people show up to speak from the public. He said we heard a lot of things; there's a lot of misinformation being circulated. He said one of the things is people seem to think we're going to try and have a Sheriff's Department and a police department at the same time. He said no, we're not. He said you're still going to have a Sheriff; he's going to do part of the duties that he's doing now but law enforcement would be done by the police department itself. He said as far as how much money it's going to cost we're hearing you're going to double the cost, no, you're going to use the same money you're using right now, it's not going to cost any more money. He said matter of fact, it will probably cost less money because we will have much better management than we have now. He said the committee is not going to meet again until the first couple weeks in June.

Commissioner Deatherage said later in June, like the third week in June.

Commissioner Richardson said we're not going to meet until later in June. He said we have postponed the meeting, the trip to Gaston County and the reason we postponed it is the members of the committee are busy with various things, we're in the budget season, on and on it goes so we won't be doing very much on this particular project, so I'll be glad to answer any questions anybody has.

Board Operations Discussion

Commissioner Richardson said well, Board operations, one of the things we have to remember is we are a Board. He said we function as one, all seven of us and meetings and making agreements with people and people thinking one or two people are in charge, that doesn't work. He said when the seven people vote is what counts and what we need to be pulling towards. He said back room deals, keep making them and keep getting burnt.

Invite the Sheriff to Appear Before the Board

Commissioner Richardson said we received, I received an email that was sent to part of the members of the Board, again, from the Sheriff on our last invitation inviting him to be present before the Board and speak with us about Sheriff events and the budget and he flat out refuses in that email to do that, but I will make a motion that we have a, that the Sheriff has a standing invitation to appear before the Commissioners.

Chairman Waters said I'm going to read the email. He then read the following:

Thank you for the open invitation to appear before the commissioners and "address any issues concerning the Beaufort County Sheriff's Office". Which are many. After personally reviewing the last 6 months of televised meetings online I have decided not to subject the integrity of myself or my Office to such a hostile narcissistic environment. Commissioner Richardson continues his monthly slander of my Office with many unsubstantiated terms such as: corrupt, mismanagement, and cowards just to name a few. This is extremely unprofessional and not the way to run county business. I will continue to abide by State Law. I have assigned Chief Deputy Charlie Rose and the Director of Administrative Services, Callie Harris to assemble and present our budget to the County Manager. Chief Rose will attend the budget workshops to advocate for the Office of Sheriff and I will use whatever resources that are allocated to my Office to continue to protect the citizens of the County with or without your financial support as I am mandated to do by The State Constitution and State Law.

Commissioner Rebholz said was that an open invitation that we sent in, so we've already extended an open invitation.

Commissioner Richardson said well, the invitation was to appear, as I recall, at this meeting to meet with us.

Chairman Waters said this is in response to the Clerk sending a request, The Board of Commissioners would like to extend an invitation for you to appear during their Monday, May 3, 2021 meeting being held at 5:30 PM, so, that was, we approved that at the last meeting.

Commissioner Richardson said I would just like to make that a standing invitation.

Motion: Commissioner Richardson motioned to extend a standing invitation to the Sheriff to appear before the Commissioners. Commissioner Deatherage seconded.

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

Public Comments Discussion

Commissioner Richardson said this is nothing negative on public comments. He said I think we're doing something we shouldn't be doing that gives certain people an unusual advantage when making public comments. He said that is when, the Clerk has been caught in this trap, the Chairman has been caught in this trap, people have tried to catch me in this trap but when someone says I can't be there, would you read this for me. He said when the Chairman reads it or the Clerk reads it or an official of the County reads it, it has a lot more standing or impact than it does when that person as an individual citizen reads it. He said I don't think those of us who are elected and are employees of the County should be reading statements for other people. He said what I've always said to people when they've tried to get me to do this is can't you find a friend or somebody that will come and read this for you because when I read it I become the advocate for what I am reading. He said when the Chairman reads it he becomes an advocate for what he's reading. He said when the Clerk reads it she becomes an advocate for what she's reading. He said I just think there should be a policy that we don't do that.

Chairman Waters said the time that I've done it, and I think it's been one time, I was asked to, and I felt it was my part as an elected official so, it's up to the Board. He said I've been reminded that it takes a vote so if we want to change the policy we just need to take a vote on it. He said otherwise our policy stands.

Commissioner Richardson said I'm not saying anyone has done anything wrong because we didn't have a policy and it's just normal when somebody asks you to do it that you're going to do it. He said why would you refuse, but I think when you come into the open meeting and that official reads it then it has a lot more bearing and standing and support than it does if the individual in public makes his own presentation.

Chairman Waters said would you agree if they sent the email and it was given to everybody, I mean everybody's got a copy of it.

Commissioner Richardson said I still don't think anybody should read it. He said it's a communication.

Chairman Waters said I mean present it in the record.

Commissioner Richardson said we can put it in the record but if somebody reads it then he becomes and advocate for whatever that is, whether he wants to or not.

Commissioner Booth said I agree whole heartedly with what you're saying Commissioner Richardson but if somebody asks me to read something I'm going to tell them no, but I don't feel like I want to hinder him if he wants to do it. He said I'm not going to do it. He said if it's important enough that you want to be heard then you should come and do it yourself.

Commissioner Richardson said I don't think that I should take somebody else's thing and make a presentation for them. He said I can make my own presentation if I support it but you're representing that individual. He said that individual should come on his own or he can get a friend to come and do it.

Commissioner Walker said I think if you read it you're probably an advocate for it anyway. He said I read the Community College thing tonight and I'm for that.

Chairman Waters said unless you change the policy I will tell you, if somebody asks Frankie, I'm going to read it unless we change the policy.

Commissioner Richardson said the problem is are you willing to say I don't support this when you read it because you become an advocate for it when you read it and that's why I think the policy needs to be changed. He said I think if you advocate for them you can say yes, so-and-so asked me to read this and you're showing support for that.

Chairman Waters said why don't you make a motion and solve it once and for all.

Motion: Commissioner Richardson motioned that Commissioners and staff not read public comments from the public to the entire the Board. Chairman Waters seconded.

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

American Rescue Plan Act Money Recommendations

Commissioner Richardson said this is Commissioner Deatherage and I together.

Commissioner Deatherage said we talked a lot about broadband tonight, which I'm not adverse to. He said I think it's important but it's a lot of money. He said we're going to get a certain amount of money and I think there's some items that are more important than broadband for me. He said Vice-Chairman Langley was talking about how broadband was going to affect every household, maybe not. He said I do know solid waste does affect every household and we can make some changes here in Beaufort County, some substantial changes that are going to cost a whole lot less than broadband. He said the mega-sites need to be very innovative in handling recyclable materials. He said what I found when I went to Dare County is they are handling, still, recyclable materials and they are doing it as effectively as they can while there are other counties like Dare that are handling recyclables in an affective manner, we might be able to come together and do what is known as an MRF. He said that's part of this decision to use money for solid waste here in Beaufort County but that could be the future. He said counties coming together to distribute recyclable materials to take care of them on a joint basis and try to not only save from spending so much money to keep items out of landfills but maybe one day make money. He said in other words, be part of controlling the market on recyclable materials. He said for instance, they have a glass crusher up there in Dare County and they get glass and rather than throw it in a landfill they crush it. He said what can you do with crushed glass, a whole lot of things. He said it makes a wonderful road, it makes a great sidewalk, it mixes very well with marrel and becomes very hard. He said sometimes roads like that may get a little dusty but they're easy to fix and that may be the wave of the future for private roads. He said they also have; they chip every piece of wood. He said every piece of wood they get is chipped. He said they also have some innovative things like when buildings get torn down, if they have a need for them they have people contract in bringing in the buildings and other people come and pick up and use the materials wherever they can, like grinding bricks or grinding blocks and using that as part of the roadbed. He said we just want to get it on the list. He said I would like for us to spend around $2.9 million for solid waste to just have the admirable resources on the north and south side of the river where people can make that happen.

Commissioner Richardson said this is under the list for the 90-days that we're going to keep a list and then evaluate the list. He said again, I don't have a problem with whatever is left over going to broadband, I don't have a problem with that but the solid waste thing does impact everybody in the County and it's for infrastructure so why can't we use this for our mega-sites and go ahead and get these things rolling in a big hurry. He said we need that on the list for consideration when we consider the list at the end of the 90 days. He said there's another item here, it's sort of out of order. He said the basement of the jail, about 1/3 of it is sort of walled off in a crude way with offices, etcetera, etcetera. He said this is a good opportunity to use that money and take a look at finishing out the basement of the jail. He said we may have to tear out some of it and improving the size of the jail at very little expense. He said plus, where you get into trouble with this is there's a basement under the Clerk of Court and a basement under the Register of Deeds. He said well the Register of Deeds has been complaining for some time that she needs more space so we would use the space that's under the Clerks office. He said they'd have to find him some storage space somewhere but if we use the space that's under the Register of Deeds, she would like to move to another location so why not, as a part of building up the basement for the jail, that we consider moving the Register of Deeds somewhere. He said I don't know if that's going to fly under the plan or not but the fact that she's being displaced may give us a hook into getting her some new digs and some more space that she needs. He said so that's, I'd like to add that, building out the basement in the courthouse and the whole Register of Deeds situation and solving her problem so she may become, if you will, a casualty of the jail and that may qualify her. He said one thing that I'll mention is the airport. He said things like the airport. He said what happens if we get better electronics at the airport, they can bring in bigger planes that might stay here that we can tax. He said that's another item. He said the Belhaven and Aurora sewer systems. He said well, I saw today that Aurora got a grant for their sewer system so Belhaven,

I don't know their situation, so I threw it in the list because I was looking for things. He said the Belhaven tidal flooding, this is nothing but the Jacks Creek dyke all over again. He said that's all it is in Belhaven. He said it would do wonders for the Town of Belhaven and you can say let Belhaven take care of themselves, they're getting their own money. He said I don't have a problem; I'd just like to put it on the list for consideration. He said finally there's something that hasn't come up for some time and every time it has come up it's been a quagmire. He said you talk about people coming to Beaufort County, or wanting to come to Beaufort County and young people moving here is because of the library. He said we don't have a county library. He said the City and us have talked several times over the years about partnering on a library and maybe this is something that we can take some of this money and improve our library situation. He said you've got two libraries in town. He said neither one of them is really first class and we've talked about merging those two, so we have a much better library situation and things like that so we're putting all of those things on the list today so that, for consideration when the time comes, and the 90 days are up, and we have to vote on these things. He said up or down, do we want to do these things or not. He said you will notice you can do all of this stuff for much less than $7 million. He said there's still going to be money left over for broadband and I don't mind the surplus money going to broadband but if you want to help the people of Beaufort County, I'll read it because my microphone is on again and I'll go quickly, solid waste needs to be on there, the Register of Deeds situation needs to be on there, building out the basement in the courthouse to improve the jail needs to be on there, the airport is a possibility, there may be nothing there. He said the Belhaven and Aurora sewer is what I have listed here and then the Belhaven tidal flood dike and a County library. He said if you want people to come to Beaufort County give them a good library.

Commissioner Rebholz said I think in April we agreed to whatever the public said. He said I sent out two emails to you all asking if you would support us going out to the various sections of the community and getting feedback there because in many sections in this community we're 30 minutes one way to almost an hour to get here at a time when many people are just getting off work and we saw tonight the turnout, two people. He said we're not getting feedback from the people that you all said you wanted to have so what I'm proposing again is, maybe these will all come out and maybe it won't but if you want to accomplish what you set out to do then we need to go to them. He said so I propose we hold a meeting in Aurora and a meeting in Belhaven and maybe two meetings here.

Commissioner Booth said I want one at Acres Station.

Commissioner Rebholz said fine, Acres Station. He said I mean that's all open to negotiations, how many places we go.

Commissioner Booth said let's be real about this thing, if everything on Commissioner Richardson's list is approved that's already several million dollars already spent. He said every place that you have called except Acres Station, Terra Ceia, Pantego, they don't get, they're not an incorporated municipality. He said every incorporated municipality, correct me if I'm wrong Mr. Manager, gets some CARES or reinvest money, every municipality. He said yes, we're going to go here and do this but what about the people who don't get no money. He said what about those. He said trash is a good thing, don't get me wrong, trash is a good thing but when you start talking about going from town to town go to the places where people are not getting anything. He said they need a library in Pinetown.

Chairman Waters said they're getting a Family Dollar.

Commissioner Rebholz said if you can get meeting locations set up that's fine.

Commissioner Booth said let's go to those places that aren't getting any money.

Chairman Waters said Blount's Creek, the fire department, I mean they're not getting any money. He said we can go to Pinetown to the fire station.

Commissioner Rebholz said my point being we need to not just rely on sitting here for two people to show up to give their opinion.

Commissioner Richardson said I don't have a problem with that. He said we can get out into the County and go to the Blount's Creek fire station and the Pinetown fire station. He said I don't have a problem; we can go to several of the fire stations in the County and accomplish this.

Commissioner Rebholz said so far we've gotten two recommendations from the public, which is internet. He said then we've got seven from Commissioners. He said I don't think that's achieving what we set out to do.

Commissioner Deatherage said I think we can get a lot more people here for solid waste. He said the internet, broadband is being promoted. He said we're seeing the same people, it's being promoted. He said it's a Chamber of Commerce type thing and it's being promoted but the ramifications of solid waste, solid waste is not sexy. He said I'm telling you; it is not economic development; I'm telling you it is, but it is not a sexy item for people. He said a lot of politicians love broadband. He said they don't know much about it, but they love it because it's something that sounds good when it rolls off your lips.

Commissioner Rebholz said put me in that group.

Commissioner Deatherage said what, you like broadband, okay.

Commissioner Walker said if we go on tour and we only hear broadband can we cut the 90 days and just call it a day next month.

Commissioner Richardson said no. He said there are people out there that want this other stuff. He said I talk to people about what's on this list and I haven't had anybody say no. He said just because you guys are trying to power this thing through, you're giving money to a private company.

Chairman Waters said can we agree to go to two locations in addition.

Commissioner Booth said we can go to as many as you want. He said I don't care where you go but the thing that I was saying is you're forgetting the people who don't live in a municipality and I'm so grateful my colleague brought up the airport. He said Greenville Airport cutting flights and stuff and I'm so glad he brought the airport up, but you can go anywhere you want to go. He said I'm not saying you can't but to me, go to the people that need it the most, the people that aren't getting anything. He said they're citizens of this County. He said I think he said 47,000 in this County. He said it's a stall tactic, what you've got here.

Chairman Waters said what you find in Pinetown and Acres Station is they have fiber; they already have fiber.

Commissioner Booth said and why do they have it.

Chairman Waters said because of RiverStreet.

Commissioner Walker said help me out with the airport thing. He said I was at the meeting many years ago when we got rid of the airport to the City. He said how do we have anything to do with the airport.

Chairman Waters said well, it will be interesting to see if the City of Washington decides to spend their money on it. He said they got $3 million.

Commissioner Deatherage said I think Commissioner Richardson developed his list before the money started trickling in, possibly, to the municipalities.

Chairman Waters said no, we've known that all along, we just didn't know the amount. He said it's in the book.

Commissioner Deatherage said I'm going to speak my book, just for a moment, since we're speaking about books. He said solid waste is what we do, it's one of the things we do, it's one of the things we have to do, and it will effect every household.

Chairman Waters said and it's a real shame that you dissolved the committee that we had going.

Commissioner Richardson said nobody knows what's going on, you all had a secret committee out there.

Commissioner Deatherage said we're all here where everybody can see it. He said we're all talking about it; we could act on it tonight.

Chairman Waters said does anybody want to make a motion to go to two locations.

Commissioner Richardson said the two location's you're talking about are where.

Chairman Waters said we threw out Pinetown and Blount's Creek, to stay away from municipalities.

Commissioner Richardson said I think we need a third one.

Chairman Waters said everything else is municipalities.

Chairman Rebholz said let's go to Old Ford, Old Ford Fire Department.

Chairman Waters said yeah, we could.

Commissioner Richardson said you could make it three, Pinetown, Old Ford and Blount's Creek. He said I don't have a problem with that.

Chairman Waters said are we going to leave it up to Ms. Mosher to send out some possible dates.

Ms. Mosher said do you want to do it in May or June.

Commissioner Booth said June because we've got our budget meetings.

Commissioner Walker said let's try to do it sooner because that way we may have some takers on the garbage thing.

Commissioner Rebholz said my suggestion was that we use a third party to conduct them, so they don't end up being silly town halls, okay, which means I think my suggestion was asking someone from the Mid-East Commission or something like that.

Commissioner Booth said they do it for us.

Commissioner Rebholz said yes.

Commissioner Booth said okay, that means we don't have to be there.

Commissioner Richardson said no, I'm going to be there.

Commissioner Rebholz said I have no problem with that.

Commissioner Richardson said I have an issue right now where I thought they did something that I'm going to have to talk to you guys about that needs to be fixed. He said the wording on it turned out totally wrong.

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

Motion: Commissioner Rebholz motioned to hold three meetings, Old Ford, Pinetown, and Blount's Creek, to get public input on how to spend the American Rescue Plan Act money. Commissioner Walker seconded. The vote was unanimous.

Chairman Waters said we'll let the staff come up with the dates.

Commissioner Richardson said I don't mind a third-party person as long as we're there. He said you don't want to turn it over completely; I can tell you that.

Chairman Waters said I think it's important for us to be there to listen, not to talk about an agenda. He said it's not to talk about broadband or anything, it's just to listen.

Commissioner Booth said that's right.

Commissioner Deatherage said we should also answer questions.

Chairman Waters said as long as it's short and sweet.

Commissioner Richardson said we could open the meeting by simply saying we're not going to have an exchange back and forth, if you have a question for a Commissioner seek him out and ask him after the meeting.

Vice-Chairman Langley said you said the magic word, at the end of the meeting.

Resolution in Defense of Our United States Sovereignty, and Our Immediate Desistance as an Accessory to Human Trafficking at the Southern Border

Commissioner Deatherage said what's happening at the boarder is a terrible thing and it's not being reported in America. He said there's a news blackout down there and that only happens in some war zones when we don't want our enemies to know what we're doing. He said right now, this administration doesn't want the people to know what's happening at the southern border. He said the only way tapes are getting out is through people who are there that are taking videos in an anonymous manner. He said so I'm telling you, and I said it earlier tonight, all of this is going to come home to roost here in Beaufort County at some point. He said we're going to be spending a lot of money and we're going to have to deal with an impossible situation. He said I don't know exactly what that situation is going to be, but I know it's going to cost a lot of money. He said it could cost a lot of money to educate these children and constitutionally we have to do it, there's no way around it, but eventually we're not going to have enough money to take care of another county's people and that's what's happening right now, they're coming across the border. He said the green light has been given. He said during the process of the campaign, during the election of this presidency.

Chairman Waters said are you going to read the resolution.

Commissioner Deatherage said yeah.

Chairman Waters said you want to read that.

Commissioner Deatherage said I will in just a minute but let me finish. He said it's also part of the process of dealing, you interrupted me, and I lost my train of thought. He said we're in a general situation and with that I'll just read what I wrote. He said if all politics, and I will add for us here at Beaufort County governing, is local, we Beaufort County Commissioners must make a formidable stand against the Biden/Harris open boarders and resettlement project, or forever be resigned that we are, and will be losing our republic. He said considering the immutable fact that the Biden/Harris open borders resettlement project, they're expressed policy has hypocritically been releasing covid infected illegals, at the rate of about 10% infected, into our sovereign nation without quarantining those infected. He said our border protection has unwittingly become an accessory to the widespread human trafficking of unaccompanied minors that's become the core of this spurious asylum bait and switch farce, which is mostly conducted by the evil drug cartels. He said that's how they get them in the country and that's how they make a lot of money, money that our taxpayers are paying by the way. He said money is going through our open border policy from taxpayers to drug cartels. He said this is an untenable situation for our people to continue as a democratic republic where our democracy is only sustained by a minimum two-party rule guaranteeing that all citizens get a real voice in the self-government of our people. He said okay, so I'm going to read the resolution now. He then read the following:

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.*

Chairman Waters said do you want to make a motion.

Commissioner Booth said I'd just like to ask him a question, I don't want to discuss nothing with him.

Commissioner Deatherage said well you could get a discussion going.

Commissioner Booth said why is it just brown America.

Commissioner Deatherage said because that's what they're calling it.

Commissioner Booth said let me ask you something, is it all right if some illegal people come from Italy or some other place like that, is that all right.

Commissioner Deatherage said no, no it isn't. He said did you see the quotations around browning of America. He said that's what they're using. He said that's what the democratic socialist party is calling it, the browning of America.

Commissioner Booth said I'm just wondering because you used it so many times in your resolution, that's all.

Commissioner Deatherage said I don't understand it either, it's a racist term but why has the democratic socialist party become so racist, do you ever think about that.

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

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

Commissioner Deatherage said it's kind of an important issue.

Chairman Waters said well, I agree with maybe a paragraph in there but the problem I have is you write this as an editorial and you're asking a corporate body to approve it.

Commissioner Deatherage said we're not a corporate body.

Chairman Waters said it's an editorial that you would have for your website, that's really all it is.

Commissioner Deatherage said no, wrong.

Chairman Waters said yes it is.

Commissioner Walker said I'm okay with Ms. Mosher writing something recognizing Washington High School and Northside. He said my only request is she not talk to Commissioner Deatherage about it.

Motion: Commissioner Walker motioned to approve the Clerk writing a resolution in honor of Washington High School Footballs successful season and Northside High School Football's successful season. Commissioner Booth seconded. The vote was unanimous.

Chairman Waters said we're down to your second item.

Commissioner Walker said what was the second item.

Chairman Waters said the zooming in.

Commissioner Walker said I think she was doing it.

Commissioner Richardson said we need to vote on it.

Commissioner Walker said okay then we'll vote on it.

Motion: Commissioner Walker motioned that we continue zooming in at the active speaker at our meetings. Commissioner Booth seconded. The vote was unanimous.

Motion: Commissioner Booth motioned to adjourn. Commissioner Rebholz seconded. The Vote was unanimous.

Adjourned at 9:49 PM

Respectfully submitted to you by:

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

Addendum 1

Items for Consent

1. Budget Amendment, Health Dept
2. Surplus, Health Dept
3. Vehicle Surplus, Sheriff's Office
4. Surplus Vehicle to Old Ford Fire Department
5. Surplus. Tax Assessor
6. Surplus, DSS
7. Tax Collector Refunds
8. Tax Assessor Refunds
9. Juvenile Crime Prevention Council Certification
10. BCCC Board of Trustee Reappointment
11. Approval of Board of Commissioner Minutes

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. _____	

CUSTOMER #: 9467111

132370

INVOICE

Washington
CHRYSLER • DODGE • JEEP • RAM
4001 US 264 W, WASHINGTON, NC 27889
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	RO NO:	RATE	PAYMENT	INV. DATE
10JAN12 DD	09NOV11		16:45 04AUG20			CASH	10AUG20

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

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A Engine Mechanical Concern [Customer States there is a tickling 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

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

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.)

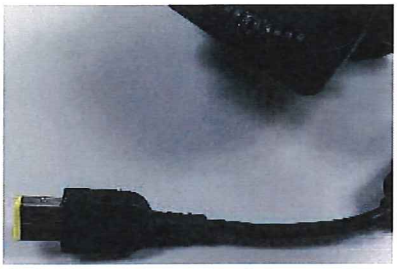
(1) Lexmark Toner Cartridge, Model 64015HA, For T640, T642 & T644 Printers. (County purchased that via contract provisions for Young Williams.)

(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.)

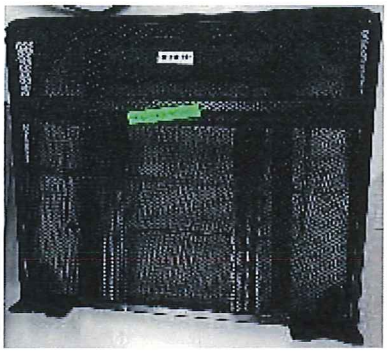
(1) Acer Desktop Tower – End of useful life - harddrive & RAM removed.

(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.

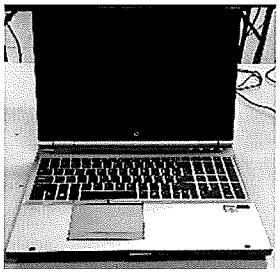


(1) Amazon Laptop Stand, right hinge broken.

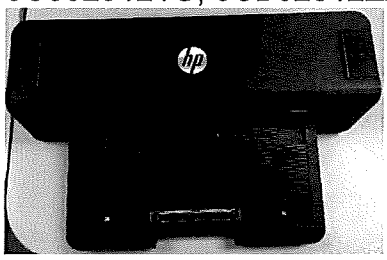
(1) HP Monitor, Model LA1956X, Bad Display (Serial Number: 3CQ3250TWG, marked SURPLUS in DB (End of useful life.)

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

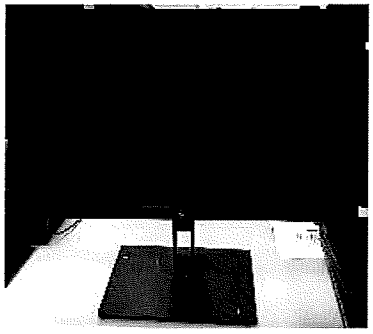
(1) Ceiling Speaker – speaker busted – replaced



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

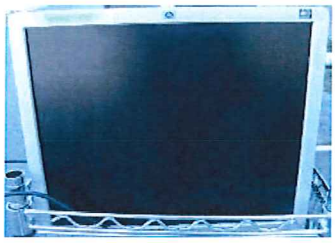


(5) Docks for HP Elitebook 8570p (Serial Numbers: CNU250ZBBP, 5CG518W120, 5CG518W11Y, 5CG522ZQTP 5CG503ZTX2 – End of useful life.)

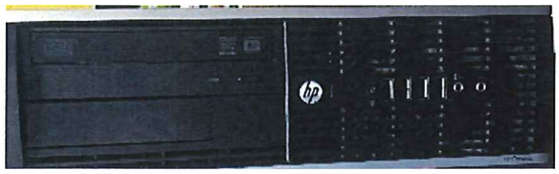


(2) Hp 22ZN Monitors, cracked screens.
6CM8152K3W, 6CM9241B6C

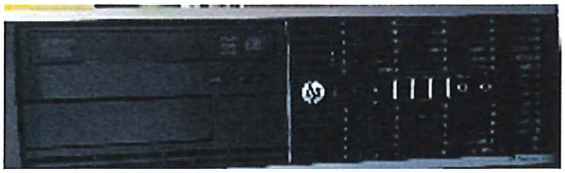
<u>(14) HP LA1951G Monitors: (end of useful life)</u>
3CQ2232G7P, 3CQ23217HJ, 3CQ23217HY, 3CQ23217HZ, 3CQ23217JD, 3CQ23217JG, 3CQ232189M, 3CQ23302LJ, 3CQ23302S0, 3CQ23303QW, 3CQ2332CQF, 3CQ2332CR6, 3CQ2332CRF, 3CQ2332CRK



(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

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.# 7701-41-3176 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# 5687-93-7624.001										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		

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

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 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

Addendum 2

Final Approval of Refinancing General Obligation School Refund Bonds, Series 2012, 2015, 2017

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

Addendum 3

Accept Contracts and Adopt 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** 9-16-20		
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 9-24-20

_____ 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[v]	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:

[v] 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 5 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.
[3] 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.
[5] 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
[signature]	9-28-20	[signature]	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:

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	$3,500.00	
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
mmaddie
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

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 accompanyed 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 _____ 7-26-19

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

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Conservation Easement Monitoring Policy and Guidelines

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

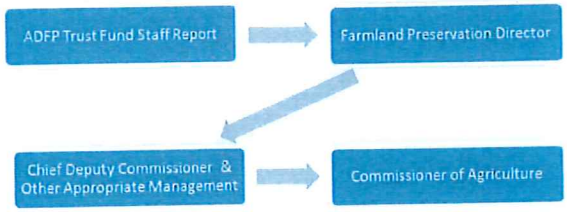
Grantees will complete and submit "Grantee Monitoring Checklist – Perpetual or Term Easement" to ADFP Trust Fund office annually on or before December 31. In January, ADFP Trust Fund staff will coordinate to the extent possible with the grantee's annual monitoring visit schedule for easements due for 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
155C Airport Road
Washington, NC 27889

669 CC Road
Vanceboro, NC 28586

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

9/23/19

Date

James Allen

Printed Name of Authorized Representative

Chairman

Title

Attachment D

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: Single County: ☒ Yes ☐ No County Name: 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: James Allen	Signature: Anita C. Radcliffe

Addendum 4

Receive NC Veterinary Medical Association Animal Shelter Grant

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. _____	

Addendum 5

Receive Petco Love Animal Shelter Grant

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

Addendum 6

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

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 _____

Addendum 7

Chlorine Conversion Project

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

				Laughlin-Sutton Construction Browns Summit, NC		A.C. Schultes of Carolina, Inc. Rocky Point, NC		Eberhart Construction Willow Spring, NC	
Item	Description	Unit	Qty	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 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. 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

				Laughlin-Sutton Construction Browns Summit, NC		A.C. Schultes of Carolina, Inc. Rocky Point, NC		Eberhart Construction Willow Spring, NC	
Item	Description	Unit	Qty	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)

McDAVID ASSOCIATES, INC. CORPORATE SEAL 1972 FARMVILLE, NC

NORTH CAROLINA PROFESSIONAL SEAL 20205 ENGINEER RICHARD B. MOORE 4/12/2021

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

Addendum 8

Approval of Purchase Order

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. _____	

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

Addendum 9

Award Landfill Contract

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	

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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Section 2 Instructions
- 2.1 Schedule
- 2.2 Instructions to Bidders
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- 2.4 Additional Insurance Requirements

Section 3 Background
- 3.1 Historical and Current Operations
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Section 4 Scope of Work
- 4.1 Landfill Maintenance and Operation
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- 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 attachments, 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 Pepple *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 Pepple

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: 252-945-9534
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, Oakcrest, 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. Maintance 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)*

Addendum 10

Buck Jones Lease

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.

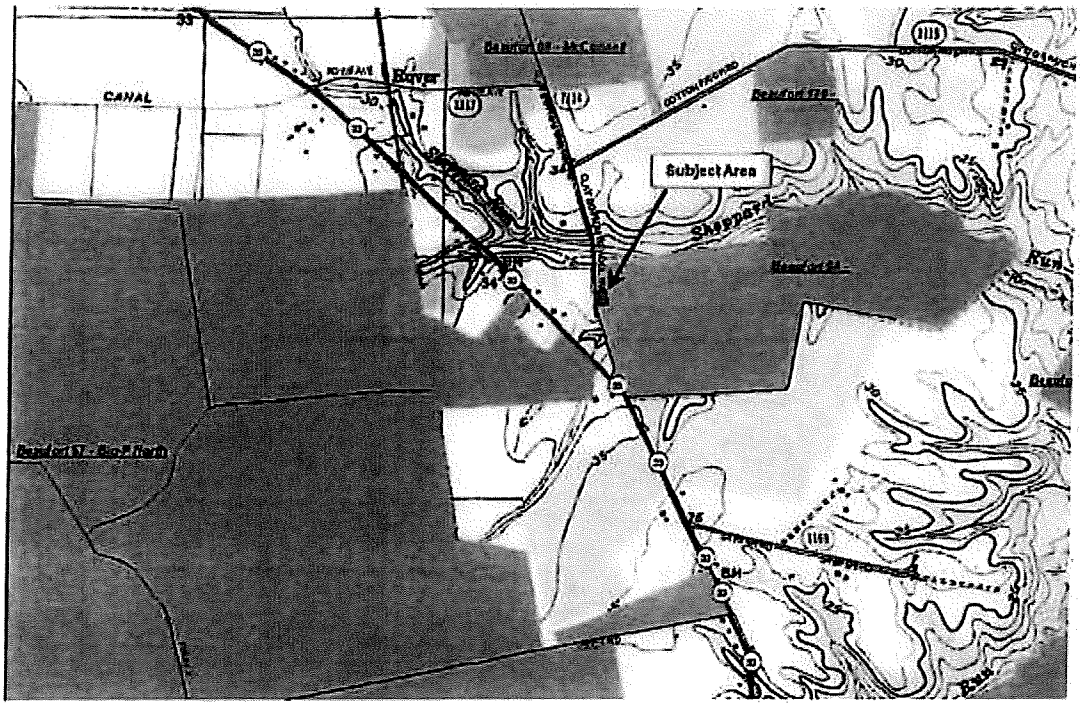
IN WITNESS WHEREOF, I hereunder set my hand and official seal.

_____

Notary Public

My Commission Expires: _____

Exhibit A
Approximately 1 acre



Addendum 11

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

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 04091, Beaufort County Registry

Property Address: 702 Paye Rd

Amount of Bid: $ 7,500.00 per Acre

Name of Person Submitting Bid: Henry 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

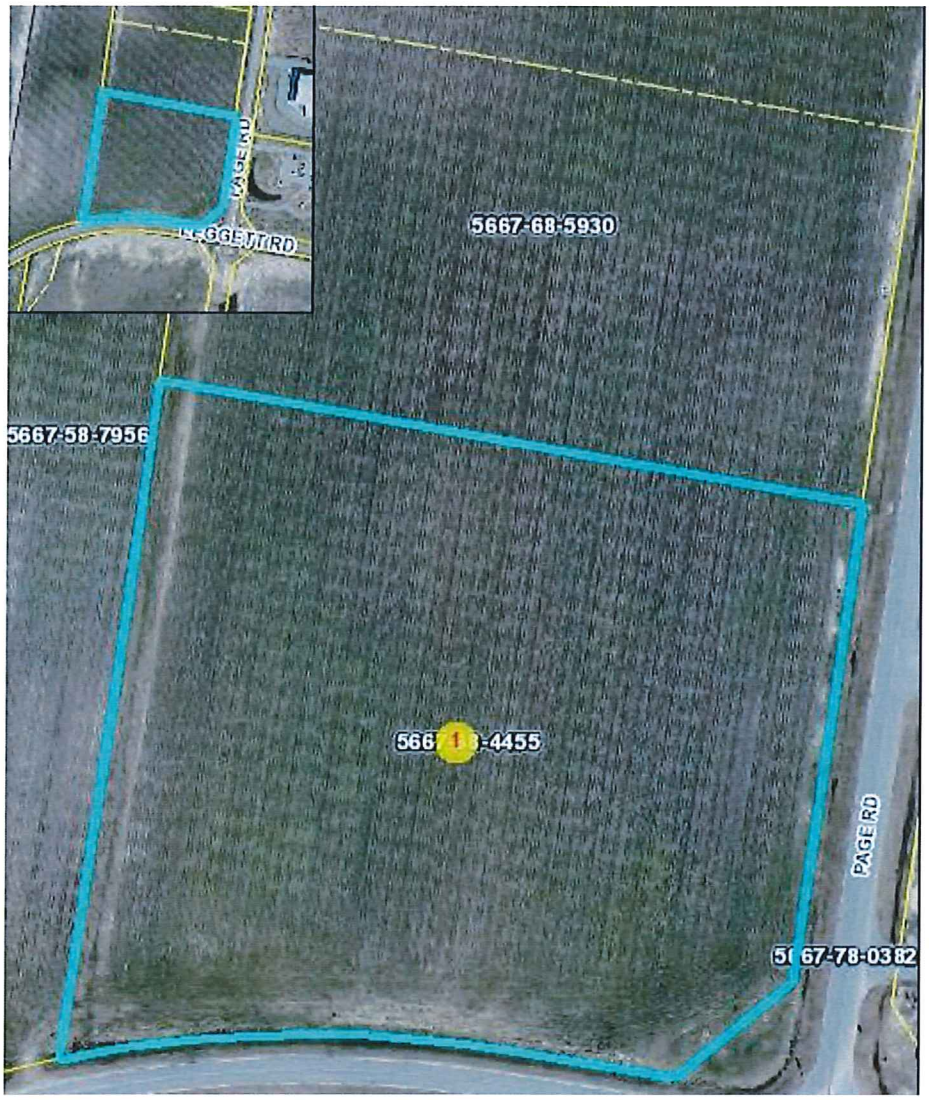
702 Page Road, Washington NC 27889

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** 2/14/2014	**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

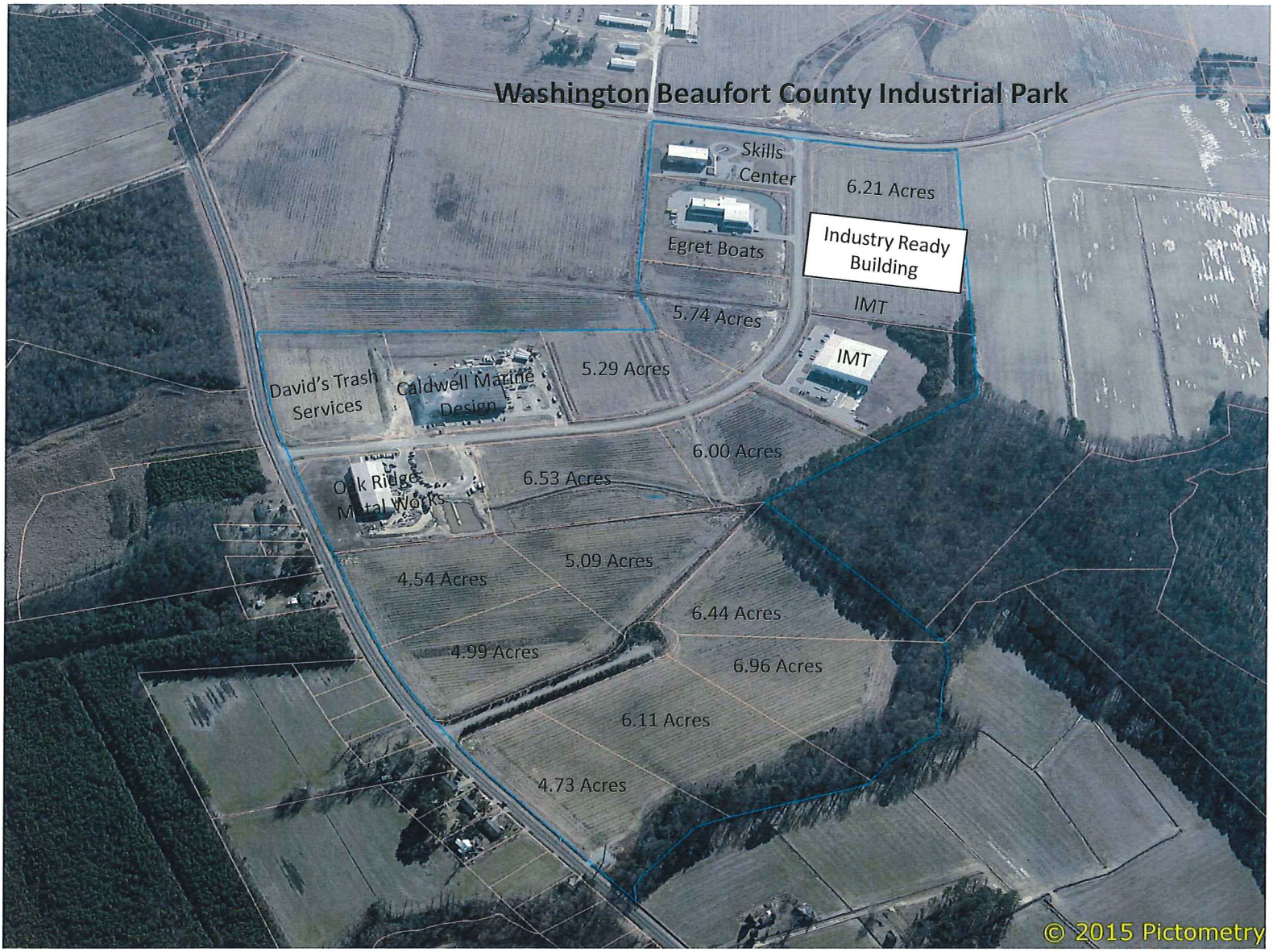
Property Land Owners

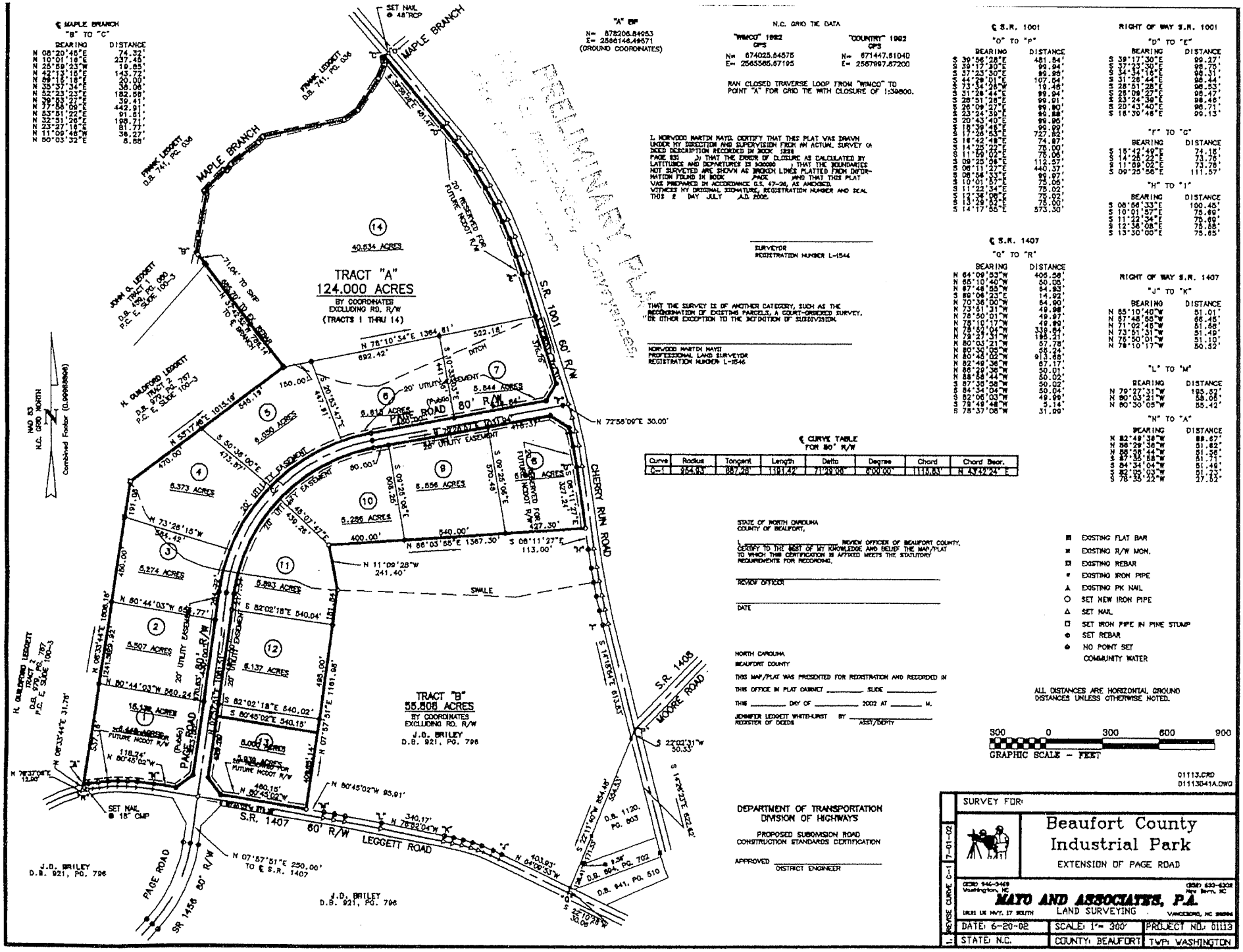
Interior Tract Lines

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
Oak Ridge Metal Works
6.53 Acres
5.09 Acres
4.54 Acres
6.44 Acres
4.99 Acres
6.96 Acres
6.11 Acres
4.73 Acres
© 2015 Pictometry


TRACT "A"
124.000 ACRES
BY COORDINATES
EXCLUDING RD. R/W
(TRACTS 1 THRU 14)
40.634 ACRES
TRACT "B"
55.808 ACRES
BY COORDINATES
EXCLUDING RD. R/W
J.D. BRILEY
D.B. 921, PG. 796
MAPLE BRANCH
PAGE ROAD
80' R/W
(Public)
S.R. 1001
60' R/W
CHERRY RUN ROAD
S.R. 1408
MOORE ROAD
S.R. 1407
60' R/W
LEGGETT ROAD
SR 1458 80' R/W
PAGE ROAD
20' UTILITY EASEMENT
70' RESERVED FOR FUTURE NCDOT R/W
SET NAIL
@ 48"RCP
SET NAIL
@ 18" CMP
FRANK LEGGETT
D.B. 741, PG. 006
JOHN G. LEGGETT
TRACT 1
D.B. 970, PG. 787
P.C. E, SLIDE 100-3
H. GUILFORD LEGGETT
TRACT 2
D.B. 970, PG. 787
P.C. E, SLIDE 100-3
SMALE
5.373 ACRES
5.507 ACRES
5.274 ACRES
5.893 ACRES
6.137 ACRES
5.256 ACRES
5.856 ACRES
5.844 ACRES
8.050 ACRES
8.818 ACRES
15.196 ACRES
8.000 ACRES
3.939 ACRES
5.000 ACRES
NAD 83
N.C. GRID NORTH
Combined Factor (0.99988866)
"A" EIP
N= 878206.84053
E= 2566144.49571
(GROUND COORDINATES)
N.C. GRID TIE DATA
"WIMCO" 1992 GPS
N= 674025.84575
E= 2565565.67195
"COUNTRY" 1992 GPS
N= 671447.61040
E= 2567997.67200
RAN CLOSED TRAVERSE LOOP FROM "WIMCO" TO POINT "A" FOR GRID TIE WITH CLOSURE OF 1:39800.
I, NORWOOD MARTIN MAYO, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL SURVEY (A DEED DESCRIPTION RECORDED IN BOOK 1831 PAGE 833 ;) THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:39800 ; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLATTED FROM INFORMATION FOUND IN BOOK PAGE AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE G.S. 47-30, AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 2 DAY JULY A.D. 2002.
SURVEYOR
REGISTRATION NUMBER L-1544
THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
NORWOOD MARTIN MAYO
PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L-1544
℄ MAPLE BRANCH "B" TO "C"
BEARING DISTANCE
N 08°20'46"E 74.32'
N 10°01'18"E 237.48'
N 26°58'23"W 19.85'
N 42°13'15"E 143.72'
N 89°15'18"E 20.00'
N 52°23'23"E 38.08'
N 52°23'23"E 182.59'
N 79°03'27"E 39.41'
N 77°58'00"E 442.91'
N 83°51'22"E 91.81'
N 32°51'26"E 199.71'
N 23°27'16"E 81.77'
N 11°09'48"W 36.27'
N 80°03'32"E 8.88'
℄ S.R. 1001 "O" TO "P"
BEARING DISTANCE
S 30°56'28"E 481.84'
S 39°17'30"E 98.27'
S 37°23'30"E 98.79'
S 37°23'30"E 89.98'
S 44°29'01"E 107.54'
S 34°34'16"E 98.31'
S 31°28'44"E 98.44'
S 28°51'28"E 98.53'
S 31°28'44"E 89.94'
S 28°09'27"E 98.47'
S 28°51'28"E 99.91'
S 23°24'39"E 98.46'
S 26°09'27"E 98.80'
S 20°43'40"E 98.71'
S 23°24'39"E 98.88'
S 18°39'48"E 90.13'
S 20°43'40"E 99.98'
S 18°39'48"E 99.99'
S 17°28'55"E 727.82'
S 16°42'48"E 74.87'
S 14°25'22"E 75.00'
S 11°55'02"E 75.06'
S 09°25'58"E 112.57'
S 06°11'27"E 440.37'
S 06°54'33"E 99.97'
S 10°01'57"E 75.06'
S 11°22'34"E 75.02'
S 12°36'08"E 75.00'
S 13°29'52"E 75.00'
S 14°17'55"E 573.30'
RIGHT OF WAY S.R. 1001
"D" TO "E"
BEARING DISTANCE
S 39°17'30"E 99.27'
S 37°23'30"E 98.79'
S 34°34'16"E 98.31'
S 31°28'44"E 98.44'
S 28°51'28"E 98.53'
S 26°09'27"E 98.47'
S 23°24'39"E 98.46'
S 20°43'40"E 98.71'
S 18°39'48"E 99.13'
"F" TO "G"
BEARING DISTANCE
S 15°42'49"E 74.18'
S 14°25'22"E 73.79'
S 11°55'02"E 73.78'
S 09°25'58"E 111.57'
"H" TO "I"
BEARING DISTANCE
S 06°54'33"E 100.45'
S 10°01'57"E 75.69'
S 11°22'34"E 75.69'
S 12°36'08"E 75.68'
S 13°30'00"E 75.65'
℄ S.R. 1407 "Q" TO "R"
BEARING DISTANCE
N 64°09'53"W 406.58'
N 65°10'40"W 50.08'
N 67°48'55"W 64.85'
S 89°06'23"E 14.92'
N 70°36'00"W 84.90'
N 73°51'31"W 49.98'
N 78°50'01"W 49.87'
N 78°10'17"W 49.99'
N 78°50'01"W 338.84'
N 73°51'31"W 195.21'
S 80°03'21"W 67.78'
N 80°30'05"W 55.24'
N 80°48'02"W 913.86'
N 82°49'38"W 87.17'
N 80°29'38"W 50.01'
N 88°54'44"W 50.02'
N 87°30'58"W 50.02'
N 84°34'04"W 50.04'
N 82°06'03"W 50.05'
N 78°49'48"W 5.14'
S 78°37'08"W 31.09'
RIGHT OF WAY S.R. 1407
"J" TO "K"
BEARING DISTANCE
N 65°10'40"W 51.01'
N 67°48'55"W 68.45'
N 71°02'45"W 51.68'
N 73°51'31"W 51.49'
N 75°50'01"W 51.10'
N 78°10'17"W 50.52'
"L" TO "M"
BEARING DISTANCE
N 79°27'31"W 195.82'
N 80°03'21"W 58.05'
N 80°30'05"W 55.42'
"N" TO "A"
BEARING DISTANCE
N 82°49'38"W 88.67'
N 86°29'38"W 51.82'
N 88°54'44"W 51.56'
N 87°30'58"W 51.71'
N 84°34'04"W 51.49'
N 82°06'03"W 51.32'
N 78°49'48"W 27.52'
℄ CURVE TABLE FOR 80' R/W
Curve | Radius | Tangent | Length | Delta | Degree | Chord | Chord Bear.
C-1 | 954.93' | 887.28' | 1181.42' | 71°28'08" | 6°00'00" | 1116.83' | N 43°42'24" E
STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT,
I, REVIEW OFFICER OF BEAUFORT COUNTY, CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THE MAP/PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS THE STATUTORY REQUIREMENTS FOR RECORDING.
REVIEW OFFICER
DATE
NORTH CAROLINA
BEAUFORT COUNTY
THIS MAP/PLAT WAS PRESENTED FOR REGISTRATION AND RECORDED IN THIS OFFICE IN PLAT CABINET SLIDE
THIS DAY OF 2002 AT M.
JENNIFER LEGGETT 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.
300 0 300 600 900
GRAPHIC SCALE - FEET
01113.CRD
01113041A.DWG
SURVEY FOR:
Beaufort County
Industrial Park
EXTENSION OF PAGE ROAD
MAYO AND ASSOCIATES, P.A.
LAND SURVEYING
1. REVISE CURVE C-1 7-01-02
DATE: 6-20-02
SCALE: 1"= 300'
PROJECT NO.: 01113
STATE: N.C.
COUNTY: BEAUFORT
TWP: WASHINGTON

Addendum 12

Resolution to Transfer Property to Belhaven

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

Addendum 13

Juvenile Crime Prevention FY 21-22
Local Match

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

Addendum 14

Renewal of Lease for Property Used by Hospital

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 ROBERT 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

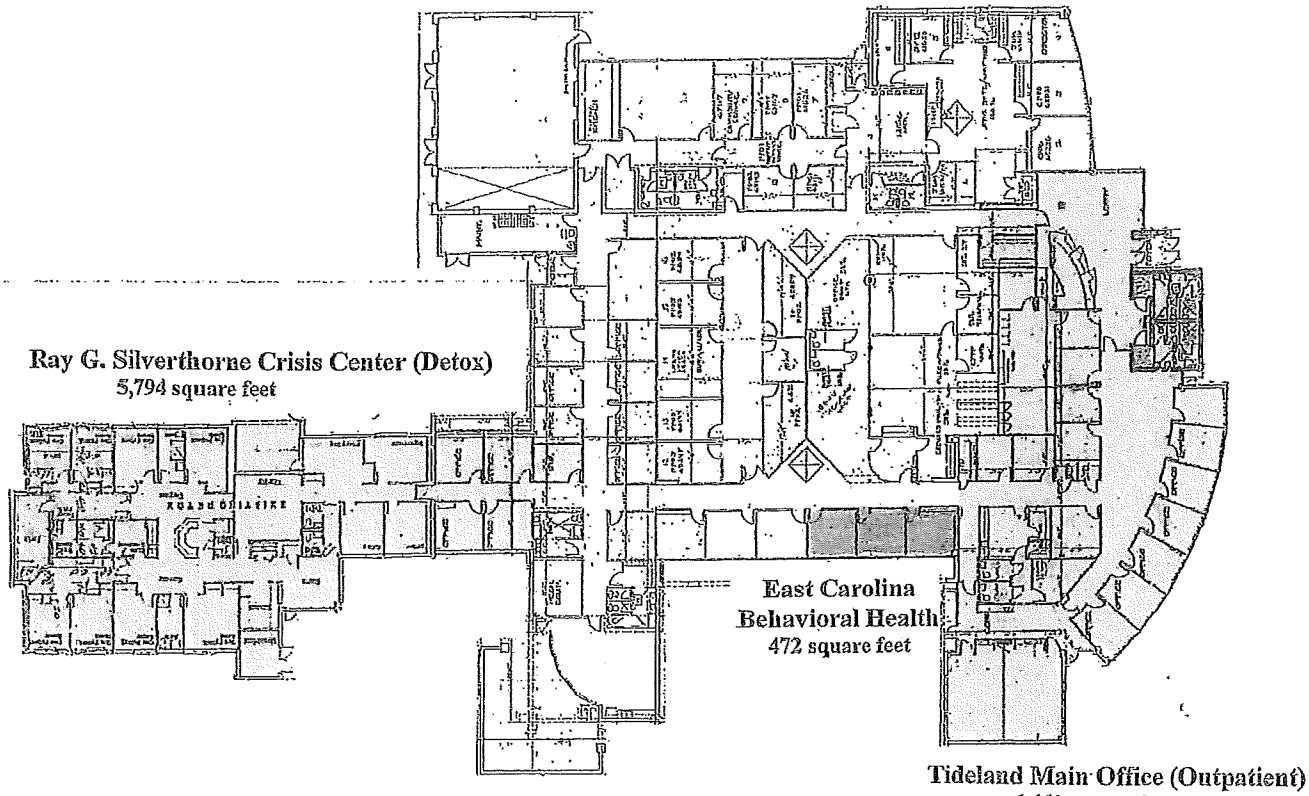
COUNTY OF BEAUFORT, a political
subdivision of the State of North Carolina

By: _____(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

Addendum 15

Discussion on Way Commissioners are Elected

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.