Beaufort County Board of Commissioners
Agenda for Tuesday, July 6, 2021
Financial Services Building
136 W 2nd Street, Washington, NC 27889

A)	**Call to Order** – Chairman Waters		5:30 PM
B)	**Invocation and Pledge**		
C)	**Conflict of Interest Disclosure Statement**	**3**	5:35 PM
D)	**Approval of Agenda** – Chairman Waters		
E)	**Public Comments**	**4**	5:40 PM
F)	**American Rescue Plan Act Suggestions**	**5**	5:45 PM
G)	**Legislative Updates for Elected Officials**	**6**	5:50 PM
H)	**Items for Consent**		5:55 PM
1.	Budget Amendment, Emergency Services – Chris Newkirk, Emergency Services	**7**	
2.	Surplus Items, Assessor – Lloyd Salter, Tax Assessor	**18**	
3.	Assessor Refunds Over $100 – Lloyd Salter, Tax Assessor	**19**	
4.	Tax Collector Refunds Over $100 – Wyn Kinion, Tax Collector	**23**	
5.	Petition to Close a Public Road, Longacre – Carlton Gideon, Planner	**25**	
6.	Non-Eligible E-911 Surcharge Fund Expenditures – Anita Radcliffe, Finance Officer	**36**	
7.	Washington Enlarged Planning Board Appointments – Katie Mosher, Clerk to the Board	**40**	
8.	Washington Enlarged Board of Adjustment Appointments – Katie Mosher, Clerk to the Board	**44**	
9.	JCPC Appointments – Katie Mosher, Clerk to the Board	**48**	
10.	Minutes Approval – Katie Mosher, Clerk to the Board	**49**	
I)	**Item for Presentation – Health Department**		
1.	Covid-19 Update – James Madson, Health Director	**282**	6:00 PM
2.	State of the County Health Report – JaNell Octigan, Public Health	**283**	6:10 PM
J)	**Item for Presentation – Cooperative Extension**		
1.	Cooperative Extension Update – Rod Gurganus	**295**	6:20 PM
K)	**Public Hearing and Item for Decision – Planning Department**		
1.	Public Hearing, Text Amendments – Carlton Gideon, Planner	**296**	6:30 PM
2.	Text Amendment for Subdivision Regulations, Manufactured Housing and Travel Trailer Park Ordinance and Solar Energy Facility Ordinance - Carlton Gideon, Planner	**298**	6:35 PM
L)	**Item for Decision – Economic Development**		
1.	USDA Rural Placemaking Innovation Challenge Technical Assistance & Planning Grant Martyn Johnson, Economic Development Director	**310**	6:40 PM
M)	**Item for Decision – Public Works**		
1.	Award Contract for Relocation of Soil Stockpile – Christina Smith, Public Works Director and West Overman, Deputy Public Works Director	**312**	6:45 PM
2.	Award Contract for Janitorial Services - Christina Smith, Public Works Director and West Overman, Deputy Public Works Director	**315**	6:50 PM
	BREAK		7:00 PM

N) Item for Presentation and Decision – Finance Office

1.	Finance Report – Anita Radcliffe, Finance Officer	**357**	7:15 PM
2.	Additional Funding Awarded for 2019 Essential Single Family Rehab Loan Pool Anita Radcliffe, Finance Officer	**358**	7:20 PM

O) Item for Decision – Clerk to the Board

1.	2021 Annual NACo Conference Voting Delegate – Katie Mosher, Clerk to the Board	**362**	7:25 PM

P) Item for Decision – Manager's Office

1.	County Website Design and Hosting – Brian Alligood, County Manager	**363**	7:30 PM

Q) Item for Discussion – Commissioner Stan Deatherage

1.	Website Bidding Process – Commissioner Deatherage	**418**	7:40 PM

R) Item for Discussion – Commissioner Randy Walker

1.	Non-Residents Using Convenient Sites – Commissioner Walker	**419**	7:50 PM

S) Item for Discussion and Decision – Commissioner Hood Richardson

1.	County Police Force Update – Commissioner Richardson	**420**	7:55 PM
2.	Board Operations Discussion – Commissioner Richardson	**421**	8:00 PM
3.	Proposed Uses of American Rescue Plan Funds – Commissioner Richardson	**422**	8:05 PM
4.	Request Vehicle List and Freeze Surplus of Sheriff's Office Vehicles Commissioner Richardson	**423**	8:10 PM
5.	Sheriff's Office Monthly Report Request – Commissioner Richardson	**424**	8:15 PM
6.	Publish Filming Schedule – Commissioner Richardson	**425**	8:20 PM

T) Closed Session – County Attorney

1.	Closed Session, Attorney/Client Privilege – David Francisco, County Attorney	**426**	8:25 PM

U) Commissioner Comments **427** 8:35 PM

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Conflict of Interest

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

Agenda Title: Conflict of Interest Disclosure Statement

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

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

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

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Public Comments

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Summary of Information:

Name	Contact Information

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

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section:	Item for Discussion
Presenter:	Katie Mosher, Clerk to the Board
Agenda Title:	American Rescue Plan Act Suggestions From the Public

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

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

Submitter Recommendations/Motions: Receive comments only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Legislative Updates for Elected Officials

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

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 6/7/2021

Agenda Section: Item for Consent

Presenter: Chris Newkirk Deputy Director, Emergency Services

Agenda Title: Budget Amendment Request/Emergency Management Grant

Summary of Information: Beaufort County Emergency Services applied for and received a $1,000.00 NC Tier II grant from North Carolina Emergency Management. This grant is earmarked to support the counties Local Emergency Planning Committee.

Staff is requesting the approval of the attached budget amendment in receipt of this grant.

Submitter Recommendations/Motions: Approve the Attached budget amendment.

Attachments:

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Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 7-12-21

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0213-433000	Emergency Management Grant	1,000	
10-4325-599995	Grant Expenses	1,000	

Department Justification: The County was awarded $1,000 of non-competitive tier II funding from State Emergency Management.

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		6/25/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

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North Carolina Department of Public Safety
Emergency Management
Roy Cooper, Governor
Erik A. Hooks, Secretary
Michael A. Sprayberry, Executive Director

NC Tier II Grant
Fiscal Year 2021

Grant#: T2-2021

SUBAWARD NOTIFICATION

Chris Newkirk
Beaufort County
132 W. 2nd St.
Washington , NC 27889

Period of Performance: January 1, 2021 to February 28, 2022
Project Title: Tier II Non-Competitive
Total Amount of Award: $1,000.00
MOA #: 2170001

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2021 NC Tier II Grant has been approved for funding. In accordance with the provisions of FY 2021 NC Tier II Noncompetitive award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.
For projects involving construction or the installation of equipment:
Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

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North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

NC Tier II Noncompetitive Grant

Fiscal Year 2021

Memorandum of Agreement (MOA)

between

Grantor:
State of North Carolina
Department of Public Safety
Emergency Management

MOA #: 2170001
DPS fund code:

Recipient:
Beaufort County
Tax ID/EIN #: 56-6001521A
Duns #: 616168266

Award amount: $1,000.00
Period of performance: January 1, 2021 to February 28, 2022

1. **Purpose**
   This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises. See Attachment 1: Allowable Expenditures.

2. **Authority**
   In accordance with the provisions of N.C.G.S. §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.

3. **Compensation**
   The Grantor agrees that it will pay the Recipient complete and total compensation for the services to be rendered by the Recipient. Payment to the Recipient for expenditures under this Agreement will be reimbursed after the Recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses. These documents must be submitted no later than March 31, 2022. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management.

4. **Conditions**
   The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in N.C.G.S.§ 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

   A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)

   B. Support regional LEPC meetings and collaboration

   C. Enhance LEPC outreach efforts or produce promotional materials

   D. Host or support local and regional LEPC conferences

E. Create or update hazardous material emergency response plans

F. Support local or regional hazardous materials response exercises

G. Support purchases of equipment necessary to support the LEPC and its mission

Purchases of equipment must be pre-approved in writing by the NCEM Hazardous Materials Group

H. Under no circumstances are the following items eligible for funding under this grant:
- Salaries or benefits for any employee
- Drone aircraft or unmanned aerial vehicles
- Support for programs not focused on hazardous materials preparedness

5. **Regulation**
The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this payment, the Recipient agrees to use these funds in a manner consistent with state and federal laws and regulations.

6. **Taxes**
Recipient shall be responsible for all taxes.

7. **Warranty**
As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

8. **Points of contact**
To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be Assistant State Hazardous Materials Manager, Grants Management Branch staff, and NCEM Field Branch staff. The Recipient's point of contact shall be the person designated by the Recipient.

9. **Public record access**
This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

10. **Situs**
This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

11. **Antitrust laws**
This Agreement is entered into in compliance with all State and Federal antitrust laws.

12. **Other provisions/severability**
Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term

of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

13. **Compliance**
Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

14. **Entire agreement**
This agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

15. **Modification**
This agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.

16. **Termination**
The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2022. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Hazardous Materials Group and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable Grant Adjustment Notice. Failure to provide applicable cost reports, proof of payment and/or a deobligation request letter by March 31, 2022 will result in an automatic deobligation of grant funds.

17. **Execution and effective date**
This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2021. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

18. **Certification of eligibility - Under the Iran Divestment Act**
Pursuant to N.C.G.S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran

B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List

C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2021.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

Michael A. Sprayberry

MICHAEL A. SPRAYBERRY, EXECUTIVE DIRECTOR & DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT/
NC OFFICE OF RECOVERY & RESILIENCY

APPROVED AS TO PROCEDURES

William Polk

WILLIAM POLK, DEPUTY GENERAL COUNSEL REVIEWED FOR THE DEPARTMENT OF PUBLIC SAFETY, BY WILLIAM POLK, DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE PURPOSES OF THE NORTH CAROLINA TIER II GRANT PROGRAM

Tara Williams-Brown

TARA WILLIAMS-BROWN,
CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

Erik A. Hooks

ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

BEAUFORT COUNTY
1420 HIGHLAND DRIVE
WASHINGTON , NC 27889

Brian Alligood

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2021 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs EXCEPT FOR THE TIER II GRANT.

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Attachment 1

DocuSign Envelope ID: 821AE5D1-3C4A-4CE7-9E84-2534E5FBA862

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2021

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection *Select answer "Yes" or "No" for each grant.*	
Are you applying for:	
- Emergency Management Performance Grant (EMPG)?	Yes
- Hazardous Materials Emergency Preparedness (HMEP)?	Choose "Yes" or "No".
- North Carolina Tier II Competitive?	Choose "Yes" or "No".
- North Carolina Tier II Noncompetitive?	Yes

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant *This is the agency applying for grants.*			
Applying agency	Beaufort County		
Street address	132 West 2nd St		
City	Washington	ZIP + 4	27889-0241
Email	Chris.newkirk@co.beaufort.nc.us		
EIN/Tax ID number	566001521		
DUNS number	616168266		
SAM registered	Yes	Expiration date	Click or tap to enter a date.
Your name	Chris Newkirk		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Grants point of contact

Grants point of contact *This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.*			
Name	Chris Newkirk		
Agency	Beaufort County Emergency Services		
Title	Deputy Director		
Phone (work)	252-940-6511	Phone (mobile)	252-378-5352
Street address	1420 Highland Dr		
City	Washington	ZIP + 4	27889-1381
Email	Chris.newkirk@co.beaufort.nc.us		

Field help

EM program manager

EM program manager *This is the local EM grants manager.*	
Name	Chris Newkirk
Email	Chris.newkirk@co.beaufort.nc.us

Field help

Grants MOA signatory

Grants MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.*			
Name	Brian Alligood		
Agency	Beaufort County		
Title	County Manager		
Street address (not PO Box)	123 West 3rd Street		
City	Washington	ZIP + 4	27889-0241
Email	Brian.alligood@co.beaufort.nc.us		
Name	Chris Newkirk		
Agency	Beaufort County Emergency Services		
Title	Deputy Director		
Street address (not PO box)	1420 Highland Dr		
City	Washington	ZIP + 4	27889-1381
Email	Chris.newkirk@co.beaufort.nc.us		

Field help

Projects

Enter requested project information for each grant checked under **Grants selection.**

EMPG
HMEP
North Carolina Tier II Competitive
North Carolina Tier II Noncompetitive

Enter requested information in the sections listed below.

*Point of contact (Complete only if different from point of contact in **Contacts** section.)*
*MOA signatory (Complete only if different from MOA signatory in **Contacts** section.)*
Project information

General information *Enter information describing the project.*	
Title	**Beaufort County LEPC**
Description	**Support the continuation of our county's LEPC**
Goal	Click or tap here to enter text.
Scope	Choose an item.
Request RRT participation	Choose an item.

Field help

Budget

Costs *Enter a description and cost for each budget item.*		
Activity area	Description	Amount
Planning	**LEPC Meetings & Community Outreach Activities**	$1,000.00
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Total cost		Enter total.

Field help

Additional information (if needed)

Certification

Certification *Review each certification item and check where appropriate.*	
I certify that:	☒ This application includes complete and accurate information. ☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. ☒ Submission of the project proposal does not guarantee funding. ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). ☒ Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager, and an updated application must be submitted. ☒ (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Surplus items - Assessor

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

Tall Book or Document Shelf
Mail Cubby/Sorter
Wood Table with Glass Top
2 tables
Coat Rack
10 Rolling Chairs
1 Counter Height Chair
1 Drafting Table
Cabinet with pullout shelves and locking doors

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

Attachments:
None

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Item: Items for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Assessor Refunds over $100

Summary of Information: Attached are the refunds for approval over $100.

Billing and Tax Refunds for May 26th – June 24th.

Vehicle tax refund(s) for the remaining part of May.

Submitter Recommendations/Motions: Request for approval of refunds.

Attachments:

1. Billing and Tax refunds for approval

2. VTS refunds for approval

Date run: 6/25/2021 9:02:29 AM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction Finance sent Date	Refund Amount ($)
838196	JASON ALAN FOREMAN	115 QUAIL LN GRIMESLAND, NC 27837	Refund on Bill # 0009523428-2021-2021-0000-00	DPCADJ	5/28/2021 7:00:07 PM	183.06
Total						183.06

20

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
6/25/2021 10:28:58 June / Remainder of May

Payee Name	Primary Owner	Secondary Owner	Refund Type	Refund Description	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
CANDICE, RENEE LITTLE	SMITH, KESHA LAVETT	LITTLE, CANDICE RENEE	Proration	Refund Generated due to proration on Bill #0052806026-2020-2020-0000-00	Vehicle Sold	G01	Tax	($101.44)	$0.00	($101.44)
						C01	Tax	($84.67)	$0.00	($84.67)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$186.11
CHERRY, RENEE IPOCK	CHERRY, RENEE IPOCK	CHERRY, WILLIAM WAYNE	Proration	Refund Generated due to proration on Bill #0058247150-2020-2020-0000-00	Vehicle Sold	G01	Tax	($222.12)	$0.00	($222.12)
						F63	Tax	($14.34)	$0.00	($14.34)
						E02	Tax	($17.49)	$0.00	($17.49)
									Refund	$253.95
CLARK OIL COMPANY	CLARK OIL COMPANY		Proration	Refund Generated due to proration on Bill #0052090006-2020-2020-0000-00	Vehicle Sold	G01	Tax	($239.77)	$0.00	($239.77)
						F63	Tax	($15.48)	$0.00	($15.48)
						E09	Tax	($18.88)	$0.00	($18.88)
									Refund	$274.13
FOLTA, CHRISTINE WICKER	FOLTA, CHRISTINE WICKER	FOLTA, PAUL WILLIAM	Proration	Refund Generated due to proration on Bill #0058468529-2020-2020-0000-00	Vehicle Sold	G01	Tax	($95.06)	$0.00	($95.06)
						C01	Tax	($79.34)	$0.00	($79.34)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$174.40
JOHNSON, WHEELER PARDUE	JOHNSON, WHEELER PARDUE		Adjustment >= $100	Refund Generated due to adjustment on Bill #0052853946-2020-2020-0000-00	Over Assessment	G01	Tax	($67.16)	($3.36)	($70.52)
						C02	Tax	($30.67)	($1.53)	($32.20)
									Refund	$102.72

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
6/25/2021 10:28:58 June / Remainder of May

Payee Name	Primary Owner	Secondary Owner	Refund Type	Refund Description	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
LANDSCAPING & CONSTRUCTION INC	LANDSCAPING & CONSTRUCTION INC		Proration	Refund Generated due to proration on Bill #0052900170-2020-2020-0000-00	Vehicle Sold	G01	Tax	($105.37)	$0.00	($105.37)
						F63	Tax	($6.80)	$0.00	($6.80)
						E05	Tax	($5.81)	$0.00	($5.81)
									Refund	$117.98
MERCER, EDWARD LEE	MERCER, EDWARD LEE		Adjustment >= $100	Refund Generated due to adjustment on Bill #0061361936-2020-2020-0000-00	Over Assessment	G01	Tax	($91.27)	$0.00	($91.27)
						F63	Tax	($5.89)	$0.00	($5.89)
						E05	Tax	($5.03)	$0.00	($5.03)
									Refund	$102.19
PHILLIPS, TIMOTHY RYAN	PHILLIPS, TIMOTHY RYAN	PHILLIPS, NICOLE KOEHLER	Proration	Refund Generated due to proration on Bill #0046745557-2020-2020-0000-00	Vehicle Sold	G01	Tax	($101.06)	($5.06)	($106.12)
						C01	Tax	($84.35)	($4.21)	($88.56)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$194.68
STOTESBERRY, VIVIAN ROSS	STOTESBERRY, VIVIAN ROSS	STOTESBERRY, GILBERT RAY	Proration	Refund Generated due to proration on Bill #0061107841-2020-2020-0000-00	Vehicle Sold	G01	Tax	($92.44)	$0.00	($92.44)
						F63	Tax	($5.97)	$0.00	($5.97)
						E09	Tax	($7.28)	$0.00	($7.28)
									Refund	$105.69
THE ESTATE OF FLOYD G. BROTHERS	BROTHERS, FLOYD GARLAND		Proration	Refund Generated due to proration on Bill #0035150982-2020-2020-0000-00	Vehicle Sold	G01	Tax	($69.94)	$0.00	($69.94)
						C01	Tax	($58.37)	$0.00	($58.37)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$128.31
						June through 6/25/21			Refund Total	$1640.16
BALDWIN HOMES INC	BALDWIN HOMES INC		Proration	Refund Generated due to proration on Bill #0051556957-2020-2020-0000-00	Vehicle Sold	G01	Tax	($239.77)	$0.00	($239.77)
						F63	Tax	($15.48)	$0.00	($15.48)
						E05	Tax	($13.21)	$0.00	($13.21)
									Refund	$268.46
						May Remainder			Refund Total	$268.46

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Consent

Presenter: Wyn Kinion, Tax Collector

Agenda Title: Approval of Tax Collector's Refunds

Summary of Information: This is to present to the Board of Commissioners all tax refunds over the amount of $100.

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

Attachments:
1. Refunds

838325	577571	06/02/2021	0000030201-2016-2016-0000-00	REI	$405.07	$405.07	
GREEN, WILLIAM HEIRS 97 YONKERS DRIVE WASHINGTON NC 27889 Overpayment p.v# 5695-45-6361							
	838324	577571	06/02/2021	0000030201-2017-2017-0000-00	REI	$164.93	$164.93
GREEN, WILLIAM HEIRS 97 YONKERS DRIVE WASHINGTON NC 27889 Overpayment p.v# 5695-45-6361							
838730	577705	06/22/2021	0000051348-2017-2017-0000-00	IND	$261.46	$261.46	
SMITH, THEOPHILUS PO BOX 1324 CHOCOWINITY, NC 27817 Overpayment Ind property							
	838729	577705	06/22/2021	0000051348-2016-2016-0000-00	IND	$118.30	$118.30
SMITH, THEOPHILUS PO BOX 1324 CHOCOWINITY, NC 27817 Overpayment Ind property							
838758	577721	06/23/2021	0000005852-2017-2017-0000-00	REI	$110.61	$110.61	
WALLACE, RUTH ERIN ERIN D WALLACE 17801 168TH STREET BONNER SPRINGS KS 66012 Overpayment p.v# 6666-73-~~6~~7 0976							
838592	577660	FPITTMAN	0000041030-2020-2020-0000-00	REI	$362.63	$358.27	
WHITE, JOHN W JR PO BOX 212 690 PAMLICO STREET BELHAVEN BEAUFORT NC 27810 Overpayment p.v# 7606-90-2612							
	838590	577660	FPITTMAN	0000004787-2020-2020-0000-00	REI	$274.83	$271.74
MOORE, CHARLES HENRY 1244 SEED TICK NECK RD PINETOWN BEAUFORT NC 27865 Overpayment p.v# 6685-75-8593							
	838589	577660	FPITTMAN	0000021589-2020-2020-0000-00	REI	$895.76	$883.72
LEE, CHIH KUO 1513 REYNOLDA ROAD WINSTON SALEM NC 27104 Overpayment p.v# 6694-24-5285							
	838587	577660	FPITTMAN	0009000574-2020-2020-0000-00	REI	$237.05	$234.50
GATEWAY CHURCH OF CHRIST THELMA GARNETT 3028 JOHN SMALL AVE WASHINGTON BEAUFORT NC 27889 p.v# 6653-60-0193							
	838558	577660	FPITTMAN	0000034118-2020-2020-0000-00	REI	$329.11	$237.34
CROWLEY, KENNETH M 605 DULUTH STREET DURHAM NC 27705 Overpayment p.v# 7612-67-6928							

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Consent

Presenter: Carlton Gideon, Planner

Agenda Title: Petition to Close a Public Road - LongAcre

Summary of Information: A petition to close a public road was submitted on behalf of LongAcre LLC. The road, Salem Court, located in the Long Acre Township, is approximately 175 feet in length, and connects to Holyoke Road (see map in petition). Salem Court terminates as a cul-de-sac and could potentially serve six parcels, all of which are owned by the petitioner. Staff visited the site to confirm no parcels have been developed and also noticed the road is in disrepair. Salem Court is not within a municipal jurisdiction, and the legal representative for LongAcre LLC confirmed it is not under DOT supervision or control.

N.C.G.S. 153A-241 gives the County authority to close a public road outside municipal or DOT supervision or control. The Board of Commissioners would need to adopt a resolution declaring their intent to close the road and call for a public hearing on this matter.

Submitter Recommendations/Motions: Adopt a resolution to declare intent to close Salem Court. Call for a public hearing to be held at the next regularly scheduled meeting on August 2, 2021.

Attachments:

Ott Cone & Redpath, P.A.
ATTORNEYS AT LAW

Matthew Jordan Cochran* Principal · Greensboro
mjc@ocrlaw.com t 828.318.8608 · f 828.318.8602

June 17, 2021

VIA E-MAIL (cgideon@mideastcom.org)

Mid-East Commission
Attn: Mr. Carlton Gideon
1520 N Market St., Suite A
Washington, NC 27889

RE: **Petition for Permanent Road Closure: Salem Court (N.C.G.S. § 153A-241)**
Beaufort County, North Carolina

Dear Mr. Gideon:

I write on behalf of LongAcre LLC (the "LLC") to petition for the permanent closure of a certain Beaufort County road known as Salem Court. This road is located in Section II of the Sweetbriar Subdivision and is accurately depicted in a map dated March 7, 1975 recorded in the Beaufort County Register of Deeds at Plat Cabinet A, Slide 19. You will find an annotated copy of that map attached to this letter as Exhibit A.

The requested closure is within the county's authority under section 153A-241 of the North Carolina General Statutes. I have confirmed with the North Carolina Department of Transportation that Salem Court is not under the control or supervision of DOT for purposes of that statute.

As the attached subdivision map highlights through shading of relevant areas, the LLC owns 100% of the property on all sides of Salem Court including its terminal cul-de-sac. Indeed, the LLC effectively owns substantially all of the lots situated along the southern/southwestern border of the subdivision. The LLC also owns a larger parcel of land to the immediate south of the LLC's subdivision lots that adjoins them and stretches to the eastern edge of Swan Point Road (S.R. 1322). The situation of that lot is as depicted on the attached Exhibit B. Ownership of all these parcels is evidenced by the warranty deed recorded in the Beaufort County Register of Deeds at Book 2014, Page 528 (attached as Exhibit C).

In light of the positions of all relevant parcels, it is evident that the closure of Salem Court would not deprive any individual in the vicinity of reasonable means of ingress and egress to their property. Moreover, as the only party owning property adjacent to this road, the LLC's access to its properties would be preserved by virtue of Swan Point Road as well as Vassar Place, Wellesley Road, and of course Holyoke Drive.

Finally, there is no indication that the requested closure of Salem Court would be contrary to the public interest. The lots it serves (all of which are owned by the LLC) have never been improved for residential use, and the likelihood their ever being developed by any owner without significant floodwater mitigation costs is low, given that they lie in an AE-rated flood zone (see attached Exhibit D).

For the foregoing reasons, the LLC respectfully asks that Salem Court be closed as permitted by applicable law. I look forward to being notified regarding any public hearing on the matter. If you have any questions or concerns in the interim, please contact me without hesitation. Thank you for your attention to this.

Sincerely,

OTT CONE & REDPATH, P.A.

Matthew Jordan Cochran

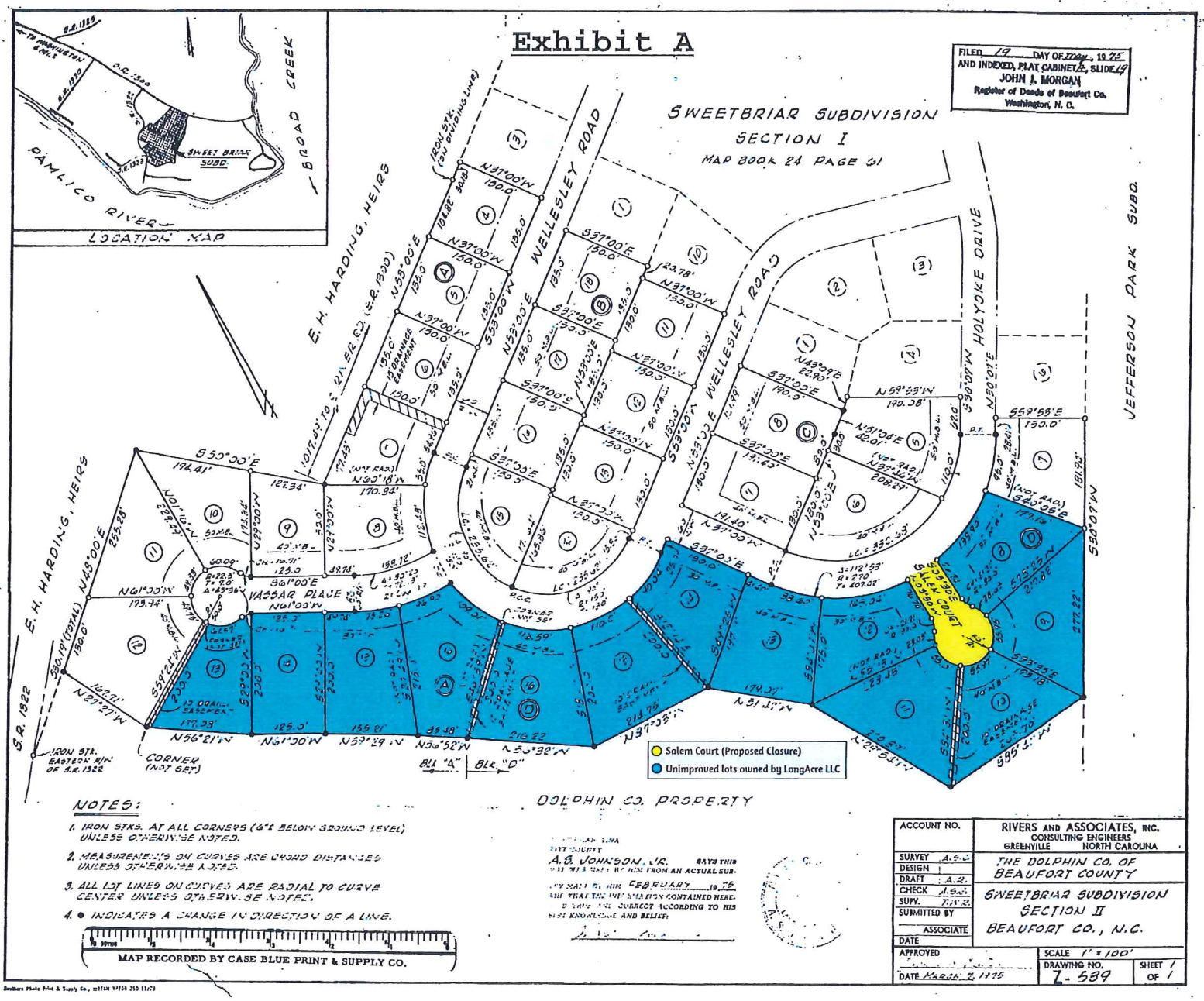

Exhibit A
FILED 19 DAY OF May, 19 25
AND INDEXED, PLAT CABINET E, SLIDE 19
JOHN J. MORGAN
Register of Deeds of Beaufort Co.
Washington, N. C.
SWEETBRIAR SUBDIVISION
SECTION I
MAP BOOK 24 PAGE 51
LOCATION MAP
PAMLICO RIVER
BROAD CREEK
SWEETBRIAR SUBD.
WELLESLEY ROAD
HOLYOKE DRIVE
JEFFERSON PARK SUBD.
E. H. HARDING, HEIRS
VASSAR PLACE
SALEM COURT
S.R. 1922
DOLPHIN CO. PROPERTY
Salem Court (Proposed Closure)
Unimproved lots owned by LongAcre LLC
NOTES:
1. IRON STKS. AT ALL CORNERS (6"± BELOW GROUND LEVEL) UNLESS OTHERWISE NOTED.
2. MEASUREMENTS ON CURVES ARE CHORD DISTANCES UNLESS OTHERWISE NOTED.
3. ALL LOT LINES ON CURVES ARE RADIAL TO CURVE CENTER UNLESS OTHERWISE NOTED.
4. ● INDICATES A CHANGE IN DIRECTION OF A LINE.
MAP RECORDED BY CASE BLUE PRINT & SUPPLY CO.
A.B. JOHNSON, JR.
ACCOUNT NO.
RIVERS AND ASSOCIATES, INC.
CONSULTING ENGINEERS
GREENVILLE NORTH CAROLINA
SURVEY A.B.J.
DESIGN
DRAFT A.R.
CHECK A.B.J.
SUPV. T.W.R.
SUBMITTED BY
ASSOCIATE
DATE
THE DOLPHIN CO. OF
BEAUFORT COUNTY
SWEETBRIAR SUBDIVISION
SECTION II
BEAUFORT CO., N.C.
APPROVED
DATE MARCH 7, 1975
SCALE 1" = 100'
DRAWING NO. L-589
SHEET 1 OF 1

Exhibit B


Swan Point Rd
Swan Point Rd
Swan Point Rd
Swan Point Rd
Sunnyside Dr
Point Rd
Vassar Pl
Wellesley Rd
Wellesley Rd
Wellesley Rd
Wellesley Rd
Wellesley Rd
1300
Sweetbriar Rd
Holyoke Dr
Holyoke Dr
Holyoke Dr
Salem Court
Additional lot owned by LongAcre LLC
GPIN 6603-39-4109

Exhibit C

BK2014PG528

BEAUFORT COUNTY LAND RECORDS
ROUTING FORM 52086
CLB 2/24/2020
Land Records Official Date

FOR REGISTRATION REGISTER OF DEEDS
Jennifer Leggett Whitehurst
Beaufort County, NC
February 24, 2020 01:06:54 PM
Book 2014 Page 528-531
FEE: $26.00
NC REVENUE STAMP: $50.00
INSTRUMENT # 2020000856

INSTRUMENT # 2020000856

REID #10992

This instrument prepared by: John B. Tate III, a licensed North Carolina attorney, whose address is PO Box 700, Chocowinity, NC 27817. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

Revenue Stamps: $ 50.00

No title search has been requested or performed by John B. Tate III.

NORTH CAROLINA

WARRANTY DEED

BEAUFORT COUNTY

THIS DEED, made this 14th day of February, 2020, by KIM M. NICHOLLS and wife, PAULA F. NICHOLLS, and DAVID A. HOWDY and wife, JULIE R. HOWDY, Grantors, whose address is 251 Moss Way, Washington, NC 27889; to LONGACRE LLC, whose address is 915 Swan Point Road, Washington, NC 27889, Grantee;

WITNESSETH:

That Grantors, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, have sold, and by these presents, do grant, bargain, sell and convey unto Grantees, their heirs and assigns, in fee simple, that parcel of land lying and being in Long Acre Township, Beaufort County, North Carolina, and more particularly described as follows:

PARCEL #1:
BEING all of Lots No. Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), Block "A" and all of Lots No. Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), Block "D", Sweetbriar Subdivision, Section II, as shown on map prepared by Rivers & Associates, Inc., C.E. dated March 7, 1975 and recorded in Plat Cabinet A, Slide 19, Beaufort County Registry. Reference is herein made to said map and the same is incorporated herein for a more complete and adequate description. Reference is also made to Deed to Gotha Woolard of record in Book 914, Page 574, Beaufort County Registry.

PARCEL #2:
BEGINNING at the Southwest corner of Lot Twelve (12), Block "A", Sweetbriar Subdivision, Section II, as shown on map dated March 7, 1975, and recorded in Plat Cabinet

A, Slide 19 of the Beaufort County Registry; and running thence South 48-00 West 180 feet, more or less, to the beginning point of the property conveyed by deed dated November 8, 1977, from The Dolphin Company of Oriental to Harvey H. Dixon and wife, Ophelia H. Dixon, said beginning point being the beginning point of the O. W. Woolard Southwest corner of the E. H. Harding Heirs land; and running thence in a Southeasterly direction 1,820 feet, more or less, along the said Dixon line to the Northeast corner of said Dixon land, said corner being North 02-56 East 245.80 feet from a cypress stump of a previous survey bench mark p. k. nail in the top of the stump, EL. 2.85; and running thence North 30-07 East 500 feet, more or less, to the Southeast corner of Lot Ten (10), Block "D" where it corners with Lot Nine (9) of the aforesaid subdivision as shown in the Sweetbriar Subdivision, Section II above referred to; and running thence with the Southern property lines of the following lots in said Sweetbriar Subdivision, Section II, Lots Ten (10), Eleven (11), Thirteen (13), Fifteen (15) and Sixteen (16) in Block "D" and continuing with the Southern lines of Lots Sixteen (16), Fifteen (15), Fourteen (14), Thirteen (13) and Twelve (12) in Block "A" of the aforementioned Sweetbriar Subdivision to the point of beginning and being all of the property owned by The Dolphin Company of Oriental which lies South of said Sweetbriar Subdivision and North of said Dixon land.

This being the same property conveyed to Roland Alligood, unmarried, Terry Gillikin, separated and P & L Investments, a North Carolina general partnership consisting of Phillip Lee and Lester Woolard by that certain deed recorded in the Beaufort County Registry in Book 793, Page 764. Reference is herein made to said deed and the same is incorporated herein for a more complete and adequate description. Reference is also made to Deed to Gotha Woolard of record in Book 914, Page 574, Beaufort County Registry.

This property was conveyed to Grantors by Deed recorded in the Beaufort County Registry in Book 1711, Page 45.

TO HAVE AND TO HOLD the aforesaid parcel of land and all privileges and appurtenances thereto belonging to the Grantees in fee simple, SUBJECT, HOWEVER, to the following:

1. The current year's *Ad Valorem* taxes, prorated at closing.
2. Such easements, rights of way and restrictions of record in the Beaufort County Registry if any.
3. Non-compliance with any local, county, state or federal governmental laws, ordinances or regulations relative to zoning, subdivision, occupancy, use, construction or development of the subject property.
4. Restrictive Covenants recorded in Book 724, Page 538, Beaufort County Registry.

And the Grantors covenant with the Grantees that Grantors are seized of said premises in fee, have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, except as aforesaid, and that subject thereto, Grantors will warrant and defend the title against the lawful claims of all persons whomsoever.

The designation Grantors and Grantees as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, as of the day and year first above written.

David A. Howdy (SEAL)

Julie R. Howdy (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

I, John B. Tate III, a Notary Public for the County and State aforesaid, do certify that DAVID A. HOWDY and wife, JULIE R. HOWDY, personally appeared before me this day and acknowledged to me the due execution of the foregoing instrument for the terms and purposes therein set forth.

Witness my hand and notarial seal, this 14th day of February, 2020.

NOTARY SEAL:

JOHN B. TATE III
NOTARY PUBLIC
BEAUFORT COUNTY, N.C.

Notary Public

My Commission expires: 9/7/2024

Signature page for deed from Nicholls and Howdy to LongAcre LLC

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, as of the day and year first above written.

_____(SEAL)
Kim M. Nicholls

Paula F. Nicholls _____(SEAL)
Paula F. Nicholls

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

I, John B. Tate III, a Notary Public for the County and State aforesaid, do certify that KIM M. NICHOLLS and wife, PAULA F. NICHOLLS, personally appeared before me this day and acknowledged to me the due execution of the foregoing instrument for the terms and purposes therein set forth.

Witness my hand and notarial seal, this 14th day of February, 2020.

NOTARY SEAL:

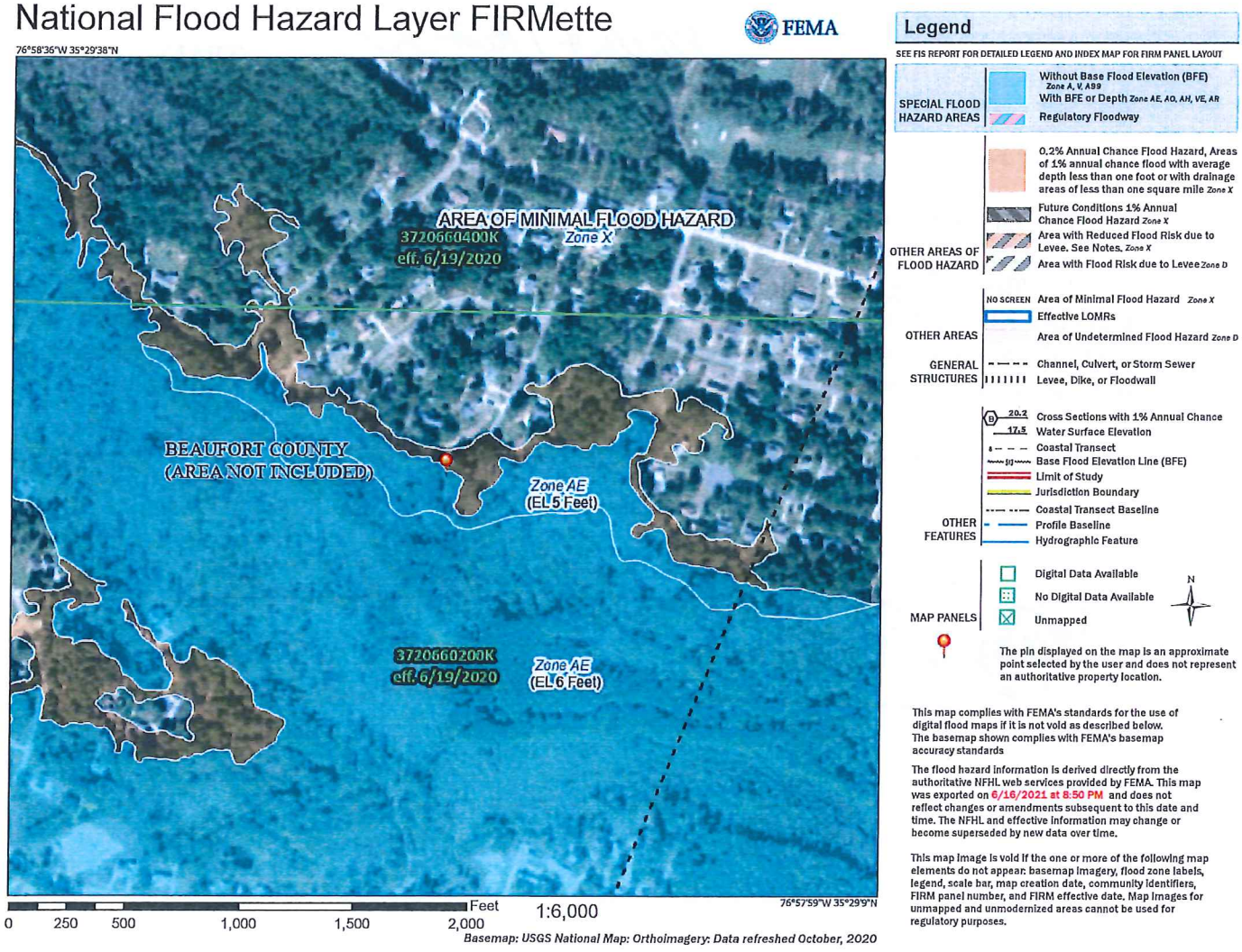
JOHN B. TATE III
NOTARY PUBLIC
BEAUFORT COUNTY, N.C.

_____
Notary Public

My Commission expires: 9/7/2024

JOHN TATE V33

Exhibit D


National Flood Hazard Layer FIRMette
FEMA
76°58'36"W 35°29'38"N
AREA OF MINIMAL FLOOD HAZARD
Zone X
3720660400K
eff. 6/19/2020
BEAUFORT COUNTY
(AREA NOT INCLUDED)
Zone AE
(EL 5 Feet)
3720660200K
eff. 6/19/2020
Zone AE
(EL 6 Feet)
0
250
500
1,000
1,500
2,000
Feet
1:6,000
76°57'59"W 35°29'9"N
Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020
Legend
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall
OTHER FEATURES
20.2
17.5
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
MAP PANELS
Digital Data Available
No Digital Data Available
Unmapped
N
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/16/2021 at 8:50 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

DocuSign Envelope ID: E63CD7D7-5B58-4EBB-AB6C-930A2495D4B1

CONSENT TO CLOSURE OF SELMA COURT

The undersigned, in their capacity as duly authorized managers and officers of LongAcre LLC (the "LLC"), do hereby cause the LLC to join in and manifest its consent to petitioning the board of county commissioners to close permanently the small road and cul-de-sac known as Selma Court in Beaufort County, North Carolina, as more particularly described in the foregoing letter and supporting documentation prepared on the LLC's behalf by its legal counsel, Matthew Cochran of Ott Cone & Redpath, P.A. The undersigned have personal knowledge of all facts asserted in that letter (including but not limited to the location, identity, and character of the road in question and of LLC's property interests) and agree that those assertions are accurate and that no adverse impact to property owners in the vicinity of Salem Court will result from its permanent closure.

LongAcre LLC, a North Carolina limited liability company

By: _____
Philip Elliot Cochran

Title: President
Phone: 252-945-7076

By: _____
George William Taylor IV

Title: Vice President
Phone: 252-944-9567

By: _____
Zachary Delma Keech

Title: Treasurer
Phone: 252-945-8099

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Consent

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Transfer to Cover Non-Eligible E-911 Surcharge Fund Expenditures

Summary of Information: During FY 20-21, the State E-911 Board completed its review of the County's E-911 Surcharge annual report for the years 2018, 2019, and 2020. The Board determined that $78,789.73 of expenses were not eligible to be covered by restricted E-911 surcharge funds. The County attempted, in good faith, to charge the expenditures to the E-911 Surcharge Fund to utilize State funds rather than County dollars. Now that these funds have been determined to be ineligible, the County must transfer money from the General Fund to the E-911 Special Revenue Fund to cover the ineligible expenditures. At June 30, 2021, the County's E-911 Surcharge Fund balance must equal the States most recent audit fund balance number of $335,526.45. It is currently $256,736.72 (difference of $78,789.73). Reductions in the Sheriff's Office Communication division budget were made in the amount of $78,789.73 on June 28, 2021, to provide the needed funds to complete the transfer. No appropriation of general fund balance is necessary.

Submitter Recommendations/Motions: Approve the attached Budget Amendment Request reducing appropriations in the Communications division budget to provide funds to transfer to the E-911 Surcharge Fund to cover $78,789.73 of expenses that were not allowed to be paid from restricted surcharge funds.

Attachments:

Budget Amendment Request
Emergency Telephone System Audited Financials at 6-30-20
E-mail from State E-911 Board

Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 6-28-21

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-4325-512100	Salaries		40,000
10-4325-518300	Hospitalization		23,790
10-4325-544000	Maintenance Contracts		15,000
10-9800-598029	Transfer to E-911 Telephone Fund (29)	78,790	
29-0600-439810	Transfer from General Fund	78,790	
29-0180-499100	Appropriated Fund Balance		78,790

Department Justification:

To decrease FY 20/21 Communications budget appropriations to provide $78,790 in funds to transfer to E-911 Surcharge Telephone Fund to cover ineligible expenses and bring fund balance amount to State balance of $335,526.45 at 6/30/20.

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

County Position No. _____

State Position No. _____

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

Beaufort County, North Carolina
Emergency Telephone System Fund
Schedule of Revenues, Expenditures, and
Changes in Fund Balances - Budget and Actual
For the Fiscal Year Ended June 30, 2020
With Comparative Amounts For the Year Ended June 30, 2019

\

	2020 Budget	2020 Actual	Variance Positive (Negative)	2019 Actual
Revenues:				
Restricted intergovernmental	$ 229,000	$ 292,304	$ 63,304	$ 229,761
Investment Earnings	-	522	522	290
Total revenues	229,000	292,826	63,826	230,051
Expenditures:				
Public Safety :				
Implemental functions	55,000	31,021	23,979	33,181
Telephone	89,000	65,514	23,486	84,079
Software maintenance	60,000	27,665	32,335	69,183
Hardware maintenance	17,000	13,861	3,139	3,753
Training	5,000	4,002	998	-
Capital outlay	1,000	-	1,000	31,906
Other expenses	2,000	-	2,000	-
Total expenditures	229,000	142,063	86,937	222,102
Revenues over (under) expenditures	-	150,763	150,763	7,949
Other financing sources (uses):				
Fund balance appropriated	-	-	-	-
Net change in fund balance	$ -	150,763	$ 150,763	7,949
Fund balance, beginning		105,974		98,025
Fund balance, ending		$ 256,737		$ 105,974

Anita Radcliffe

From: SVC_PSAP_Rev_Exp_Reports <PSAP_Rev_Exp_Reports@nc.gov>
Sent: Friday, May 7, 2021 12:41 PM
To: Anita Radcliffe; Victoria VanNortwick
Cc: Turbeville, Angie F
Subject: ***FINAL FY2019 and FY2020 Beaufort Revenue Expenditure Reports

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

Good Afternoon,

The review of Beaufort's FY2019 revenue expenditure report has been finalized. The approved ending fund balance as of June 30, 2019 is **$201,758.82**.

The review of Beaufort's FY2020 revenue expenditure report has been finalized. The approved ending fund balance as of June 30, 2020 is **$335,526.45**.

Thank you,

Kristen Falco
Financial Review Specialist
NC DIT 911 Board Staff
O: (919) 754-6534
C: (607) 483-3223
Kristen.Falco@nc.gov



Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

From: Anita Radcliffe <anita.radcliffe@co.beaufort.nc.us>
Sent: Friday, May 7, 2021 9:25 AM
To: Falco, Kristen L <kristen.falco@nc.gov>; Vannortwick, Victoria <vvannortwick@co.beaufort.nc.us>
Subject: RE: [External] Corrected 2019 & 2020 Forms

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to Report Spam.

Hi Kristen,

Here is the FY 19-20 budget. Thanks.

Anita C. Radcliffe

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Washington Enlarged Planning Board Appointments

Summary of Information: During their regularly held meeting on June 14, 2021, the City Council made the following appointments to the Enlarged Planning Board:

1. Re-appoint J. Herbert Schmitt to the Enlarged Planning Board for a 3-year term which will expire June 30, 2024.
2. Re-appoint Marie Freeman-Barber to the Enlarged Planning Board for a three-year term which will expire June 30, 2024.

Submitter Recommendations/Motions: Approve re-appointments submitted by the City of Washington as presented.

Attachments:

.

Katie Mosher

From: Cynthia Bennett <cbennett@washingtonnc.gov>
Sent: Tuesday, June 15, 2021 9:06 AM
To: Katie Mosher
Subject: Appointments
Attachments: Enlarged and Alternate Enlarged BOA.pdf; Enlarged Planning Board Applications.pdf

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

Katie,
On June 14, 2021, City Council made the following appointments:

A. **Enlarged Planning Board**
By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council re-appointed J. Herbert Schmitt to the Enlarged Planning Board, term to expire June 30, 2024.
By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council re-appointed Marie Freeman-Barber to the Enlarged Planning Board, term to expire June 30, 2024.

B. **Enlarged Board of Adjustment**
By motion of Mayor Pro tem Brooks, seconded by Councilmember Renn, Council appointed Mitchell St. Clair to the Enlarged Board of Adjustment to fill the expiring term of Tim Cashion. Term to expire June 30, 2024.

C. **Alternate Member – Enlarged Board of Adjustment**
By motion of Mayor Pro tem Brooks, seconded by Councilmember Renn, Council appointed Sam Barrow to the Alternate Member - Enlarged Board of Adjustment to fill the expiring term of Mitchell St. Clair. Term to expire June 30, 2024.

Please present these appointments to the Board of Commissioners for concurrence.
Applications are attached.

Thank you,
Cynthia S. Bennett, MMC
City Clerk
CITY OF WASHINGTON
102 East 2nd Street ~ PO Box 1988
Washington, North Carolina 27889
Ph: (252) 975-9318 ~ Fx: (252) 974-6461

Enlarged
Requested Board Re-Appointment to Planning Board

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Marie Freeman Barber

ADDRESS 1783 John Small Ave

PHONE (~~WORK~~ cell) 2529450654 (HOME) 2529753962

E-MAIL ADDRESS tdp1113@embarqmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES [ ] NO [X]

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 65yrs YEARS

YEARS OF EDUCATION 18

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES [✓] NO [ ]

IF YES, PLEASE INDICATE Planning Board

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

Be able to provide service and resources when needed! Be able to be helpful to the community by answering their needs in a positive way.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

5/19/21
Date

Marie L Barber
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date:

Requested Board Enlarged Re-Appointment to Planning Board

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME J. Herbert Schmitt

ADDRESS 206 Holly Drive Washington, NC 27889

PHONE (WORK) _____ **(HOME)** Cell: 252-947-5300

E-MAIL ADDRESS hschmitt@suddenlink.net

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? **YES** ( ) **NO** (✓)

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 77 **YEARS**

YEARS OF EDUCATION 14 years plus other credited college courses

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? **YES** (✓) **NO** ( )

IF YES, PLEASE INDICATE Planning Board

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No **IF YES, EXPLAIN** _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I have a good technical background in the construction and engineering fields. I have a high capacity for reading and understanding engineering drawings and specifications. I managed engineering and construction projects, covering all disciplines, from ground breaking to start-ups of industrial plants with more than 50 years of experience. I am now retired and have time to serve and give back to my home-town.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

May 17, 2021
Date

J. Herbert Schmitt
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Washington Enlarged Board of Adjustment Appointments

Summary of Information: During their regularly held meeting on June 14, 2021, the City Council made the following appointments to the Enlarged Board of Adjustment:

1. Appoint Mitchell St. Clair to the Enlarged Board of Adjustment for a three-year term, which will expire June 30, 2024.
2. Appoint Sam Barrow as an alternate to the Enlarged Board of Adjustment for a three-year term, which will expire June 30, 2024.

Submitter Recommendations/Motions: Approve appointments to the City of Washington Enlarged Board of Adjustment as presented.

Attachments:

Katie Mosher

From: Cynthia Bennett <cbennett@washingtonnc.gov>
Sent: Tuesday, June 15, 2021 9:06 AM
To: Katie Mosher
Subject: Appointments
Attachments: Enlarged and Alternate Enlarged BOA.pdf; Enlarged Planning Board Applications.pdf

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Katie,
On June 14, 2021, City Council made the following appointments:

A. **Enlarged Planning Board**
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By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council re-appointed Marie Freeman-Barber to the Enlarged Planning Board, term to expire June 30, 2024.

B. **Enlarged Board of Adjustment**
By motion of Mayor Pro tem Brooks, seconded by Councilmember Renn, Council appointed Mitchell St. Clair to the Enlarged Board of Adjustment to fill the expiring term of Tim Cashion. Term to expire June 30, 2024.

C. **Alternate Member – Enlarged Board of Adjustment**
By motion of Mayor Pro tem Brooks, seconded by Councilmember Renn, Council appointed Sam Barrow to the Alternate Member - Enlarged Board of Adjustment to fill the expiring term of Mitchell St. Clair. Term to expire June 30, 2024.

Please present these appointments to the Board of Commissioners for concurrence.
Applications are attached.

Thank you,
Cynthia S. Bennett, MMC
City Clerk
CITY OF WASHINGTON
102 East 2nd Street ~ PO Box 1988
Washington, North Carolina 27889
Ph: (252) 975-9318 ~ Fx: (252) 974-6461

Enlarged

Requested Board Re-Appointment to Board of Adjustment

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Mitchell St. Clair

ADDRESS 120 Hodges R.D. Washington NC

PHONE (WORK) 252 946-7959 **(HOME)** 252 943 5158

E-MAIL ADDRESS St.Clair Trucking @ yahoo.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES ( ) NO ( )

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? '71 **YEARS**

YEARS OF EDUCATION 12

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES (✓) NO ( )

IF YES, PLEASE INDICATE Board of Adjustment

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO **IF YES, EXPLAIN** _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

5-7-21
Date

Mitchell St. Clair
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

Requested Board Enlarged Planning Board / BOA / Historic Preservation Comm.

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Sam Barrow

ADDRESS 401 Cedar Lane, Washington, NC

PHONE (WORK) 252-339-1815 **(HOME)** _____

E-MAIL ADDRESS sambarrow2004@yahoo.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES (☑) NO (☐)

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 0 **YEARS**

YEARS OF EDUCATION BS degree, working toward MA

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES (☐) NO (☑)

IF YES, PLEASE INDICATE _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No **IF YES, EXPLAIN** _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

-Employed as Planner for Town of Edenton (2012-2017), administered Planning Board, BOA and Historic Preservation Commission
-Employed as Planning Director for Perquimans County (2017-2020)
-Chowan County Board of Adjustment member (2017-present)
-NC Certified Zoning Official
-Will be a resident of Washington as of June 1, 2021 at the above address

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

April 22, 2021 — **Date**

Sam Barrow — **Signature**

NOTE: Application will remain on file for six (6) months. June 14, 2021 **Expiration Date:** October 22, 2021

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: JCPC Appointments

Summary of Information: The Juvenile Crime Prevention Committee is requesting the following be approved to serve for the time indicated:

Name	Term	Position on Committee
Matthew Cheeseman	1 Year Term	School Superintendent
Stacey Drakeford	1 Year Term	Police Chief
Ernie Coleman	1 Year Term	Sheriff
Seth Edwards	1 Year Term	District Attorney
James Ward	1 Year Term	Chief Court Counselor
Abby Williams	1 Year Term	DSS Representative
Brian Alligood	1 Year Term	County Manager
Honorable Regina Parker	1 Year Term	Chief District Court Judge
James Madson/Kim Hough	1 Year Term	Health Director
Teresa Hamilton	1 Year Term	Parks & Recreation
Anthony Tyre	1 Year Term	Substance Abuse Professional
Bishop James Macintyre	1 Year Term	Faith Community Member
Susan Hall	2 Year Term	Director of MH, DD, SAS
Robin McKeithan	2 Year Term	Member, Business Community
Sally Love	2 Year Term	United Way
Stephen Braddy	2 Year Term	At-Large
Dixon Davis	2 Year Term	At-Large
Ed Henry	2 Year Term	At-Large
Charnita Ricks	2 Year Term	At-Large
Gil Davis	2 Year Term	At-Large
Joseph Stringer	2 Year Term	At-Large
Donna Radliff-Rowe	2 Year Term	At-Large

Submitter Recommendations/Motions: Approve appointments to the JCPC as presented.

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Approval of Board of Commissioner Minutes

Summary of Information: Approve the May 20, 2021 Budget Workshop and June 7, 2021 Regular Session meeting minutes submitted by the Clerk to the Board.

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

Attachments:

The Beaufort County Board of Commissioner met in for a Special Called Meeting on Thursday, May 20, 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
Kathleen Mosher, Clerk to the Board
David Francisco, County Attorney
Anita Radcliffe, Chief Financial Officer

Call to Order

Chairman Waters reconvened the budget workshop.

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

Mr. Brian Alligood said I look forward to working with you tonight on our first budget workshop. He said just to give you, with the Boards blessing, how we thought things would go tonight, we will essentially start at the beginning of the book. He said our goal was to have some discussion about the pay and classification plan. He said we've got one item there that we want to discuss you that we talked about with the MAPS study. He said Ms. Radcliffe is going to go over the revenue side and then we'll go to the expenditure side. He said if there are questions that come up we're happy to answer them or if you find there is additional information you may need or however the Board so chooses to do that we're here at your pleasure and we'll provide for you whatever you need. He said so if we could start then, with the Boards permission, to go to page 13. He said a little bit of change in how we showed the summary in full-time authorized positions this year. He said just a run down the line for you, you will see an asterisk beside some of those numbers under the 20/21 recommended. He said the first one you see is the asterisk beside Finance and the double asterisk beside the Water Department. He said that is, an explanation at the bottom where the customer service that was under the Water Department has moved under the Finance Department. He said that was done a couple years ago and they show that difference, but their salaries are made up from different areas so that's just a reminder of what that is. He said under the Health Department, where we're showing 47 positions, you will recall there's an asterisk there that shows going into this year's budget they did away with one position, but the Board added two during the year and then one of the part-time positions went to a full-time position so that's where you see the change there. He said as you come further down to the Sheriff's Office you see 89 positions. He said those are 89 positions across the three divisions. He said they were originally at 102, and that's, with the loss of the SRO's it takes them to 89 under the recommended budget. He said then, under Social Services you will see 111, and that's down 4. He said that is part of the ongoing process where when they have chore workers retire they're not filling those positions. He said it's been several years, they came before the Board and talked about that and the Board agreed that we would just contract those services moving forward so they had four that, folks that left and they did not rehire them. He said we moved that to a contract service so that is where you get, this year with the recommended budget, the 367, down from 382 in the prior fiscal year.

Commissioner Richardson said on the Sheriff's Department, he lost 13 positions right.

Mr. Alligood said right. He said if you look, instead of showing them in the individual divisions we just showed the overall FTE's, which is what the Board is responsible for. He said they went from; you will see down in the asterisk it says 89 positions across the three divisions. He said it was 102 in last year's budget, less the 13 SRO's that were taken out because of the change in service of the Sheriff's Office providing that to the private service, so that goes to a total 89, 102 minus the 13.

Chairman Waters said the year before that they were at 107.

Mr. Alligood said it was. He said if you need for us to go back we can either add those up and give them to you or you can write them in across the top. He said I figured it was easier to show it this way because those numbers can vary across those divisions as the Sheriff moves those across his divisions.

Commissioner Richardson said if you look at the numbers that are presented here, it was 65 in the Sheriff's operations last year and it's 60 in the coming year.

Mr. Alligood said not in the upcoming year. He said we just showed it as 89 total. He said we showed it as an overall of 89 because there was a total of 102 across his entire department.

Commissioner Richardson said all three of them.

Mr. Alligood said yes sir. He said the Board is responsible for setting the total number of FTE's allocated to the Sheriff's Office and that, last year, was 102 and with the loss of the SRO's that becomes 89.

Commissioner Deatherage said he cut five more positions just recently, right.

Mr. Alligood said Chief Deputy is here, he can answer any of those questions, but my understanding is they did, they had five folks that they released.

Commissioner Deatherage said okay, so they went down from 65 to 60.

Mr. Alligood said I'm not sure where he stands right now with total numbers.

Commissioner Deatherage said I'd like to get that.

Mr. Alligood said okay.

Commissioner Richardson said we really don't care where he stands right now. He said it's what the coming year, that's what we're considering.

Mr. Alligood said that's correct. He said he has the authority, under the existing budget, and is funded through June 30th at 102. He said as of July 1, if you move forward with this budget he will only be funded and have an FTE count of 89.

Commissioner Richardson said well this question is pertinent to this year's budget, and maybe not to be considered tonight but does he still have new cars that he is ordering this year.

Mr. Alligood said there are, and Deputy Sheriff Rose might have to help me, either four or five vehicles that were under this budget that purchase orders had been issued for and cars had been ordered but due to delays with manufacturing, just like there's been with everything else, I don't know that they've taken ownership of those yet. He said hopefully we'll get them before July 1st.

Commissioner Richardson said but if he's got 13 less employees, why are we still buying cars when we've got a parking lot full of them back here.

Mr. Alligood said the orders for those were placed prior to that action being taken, is my understanding. He said the purchase orders were issued, we placed orders with the manufacturer and that was the standard replacement of normal vehicles. He said now, we have reduced in the Sheriff's Budget, the recommended that we gave to you we did reduce some expenditures relating to vehicles because of there being some additional vehicles so they can kind of pick through the best of the best.

Commissioner Richardson said do we have in our budget book this year a listing of the Sheriff vehicles and the mileage on those vehicles.

Mr. Alligood said we do not in the budget book. He said we can certainly ask that the Deputy Sheriff make that available.

Commissioner Richardson said I make a request that the Sheriff produce a list of vehicles as a part of his budget presentation with the mileage that are on those vehicles. He said so, I need a second.

Chairman Waters said do we actually need a motion and a second, I mean, Chief Deputy Rose is here.

Chief Deputy Rose said I can get you that.

Chairman Waters said he said we'll get that.

Commissioner Richardson said I don't know why we don't vote on it.

Commissioner Deatherage said we need to; a motion has been made.

Motion: Commissioner Richardson motioned to request a list of vehicles and their mileage be produced by the Sheriff's Office during their budget presentation. Commissioner Deatherage seconded. The vote was unanimous.

Chairman Waters said is there any other question as it relates to full-time positions as it relates to the whole County, all departments, I think is where we're at on this sheet. He said you want to go to the next item.

Mr. Alligood said yes sir. He said if appropriate I'll take you to the salary plan that starts on page 15. He said this is the new salary plan, it was adjusted by the MAPS group and was approved about a month or two ago. He said that adjusted the rates and reclassified the grades. He said so you will remember we used to have grades that were in the lower numbers, now we're matched up with the State on their grade system. He said you do have a new package that I laid on your desk that is colored at the top. He said the one in your book does not include the FLSA categories. He said we wanted to make sure you had that. He said as you recall we had conversations about that, in that when the MAPS study was done not only did she look at the grades and classifications, but she also looked at the FLSA status, whether employees would be considered non-exempt or exempt employees. He said we brought that to you when the program was put or was brought to you to review. He said we told you we would bring that back to you so what you have in the new piece I handed out to you, the colored piece, it shows the exact same salary plan, we've just added a column there that shows the current FLSA category that we have under the old existing plan and what was recommended under the MAPS Group and then what department they are. He said the majority of them are the same. He said you will see some that are highlighted in red where the MAPS Group said you could take these positions and change them; they could be exempt positions and the majority of those are in the Sheriff's Office. He said it's my understanding that several years ago there was a direction by this Board, because of some issues with overtime and some payment that had to be made that those positions were considered non-exempt positions. He said that's the way it was set up originally. He said she went in and said you could make these high-level positions exempt. He said our recommendation is

you leave it the way it is. He said you all did that for a reason, obviously, and so our recommendation to you is that you leave the current FLSA the way they are and not make any changes based on the recommendations from the MAPS Group.

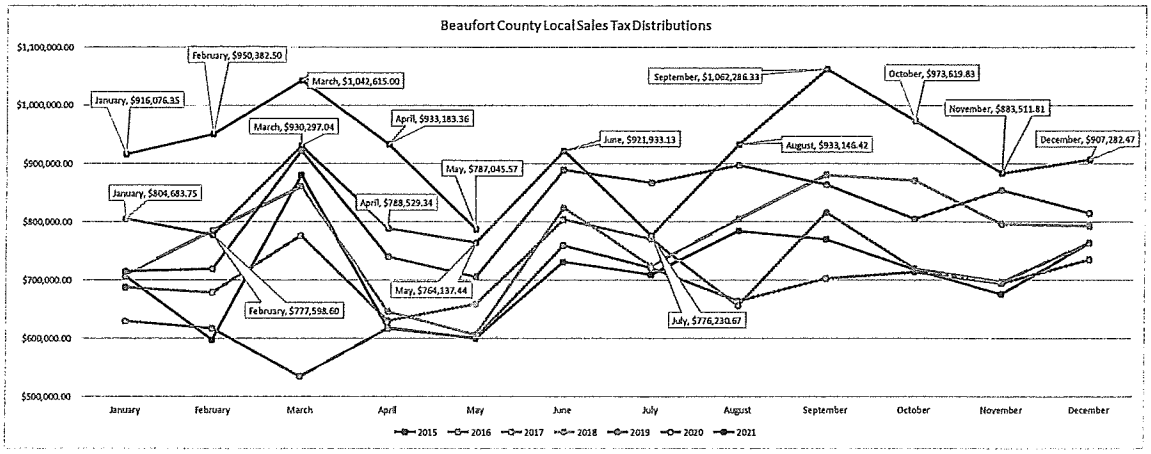
Chairman Waters said any questions from the handout we just received on the salary plan. He said if not, you want to move into the revenue.

Mr. Alligood said yes sir and Ms. Radcliffe is going to pick up on page 19 and go through with you all the revenue side of the house, starting with the general fund side.

Ms. Radcliffe said what I've just handed out to you is a 19-page spreadsheet and this is what the Manager and I use to review historical performance of our revenues, line by line, as well as project where we'll end up this year and that way we can look back historically as well as consider the economic factors that need to be considered to come up with a good revenue number for next year. She said so I wanted you to have those details, mainly to know that we do look at this information, line item by line item, just like we do with the expenditure budgets with the departments. She said we look at line item by line item to make sure that we've covered all of our bases there and I will be referring back to this during my presentation. She said I'll also be referring to page 19 in your book, the Summary of General Fund Revenues so we'll kind of toggle back and forth between these two documents here. She said so as you all know I stood up here for at least the last year and talked to you all about sales tax and how we've been affected because of the pandemic and also talked a little bit about Ad Valorem taxes every month but you might remember me saying that Ad Valorem taxes account for about 60% of our total general fund revenue. She said so by far it is our largest revenue and so it's very important when we sit down and look at that revenue that we peg that number right because if we miss it, it's going to have deep ramifications for us. She said you also notice, as you look at these numbers, they might slightly be recommended or sighted on the lower side. She said we do that, that's how we do business. She said when we're looking at revenues we want to make sure that we're really safe and conservative and that we don't overestimate our revenues because we build our expenditure budget based on these revenues and what happens is if you overestimate your revenues and you build an expenditure budget based on those and the revenues don't come to fruition that's going to get you in trouble so, if anything, we want to make sure we're on the low end of the estimate and they come in better than we expect so hopefully we can add a little fund balance at the end of the year. She said based on that I'd like to go to page 19 in your budget book, and I'm going to try to be brief because I know you've got a long night ahead of you but starting with Ad Valorem taxes, property taxes at the very top you can see we're recommending a number for next year, $38.162 million to be collected for property taxes and you'll see a further breakdown in the chart at the very bottom of page 19. She said so the current year collections for next year, estimated, that would be the 2021 levy is that $37.5 million and then we always have prior year collection because generally speaking, our collection rate is about 98%, give or take a tenth of a percent and so in future years we can always collect those back taxes that didn't get collected in the current levy years so that's the $426,000 down there. She said then, also the penalties and interest average about $240,000 a year. She said that brings us to a total of $38.162 million. She said I will tell you; you don't have actual numbers on this summary sheet here for where I think we're going to end up in the current year. She said you only have budgetary numbers. She said so that's why I want to refer us to page 2, about middle way. She said if you will look at page 2 under the 2021 projected numbers, that would be the projection on where we're going to end up for the current year, you see that $34,145,745. She said if you look in our billing system for Farragut and you look at what we billed and you apply 98% collection rate, that's what I think we're going to end up collecting for this year and so if you look just below that on the next line and over to the right, for the recommended number for next year, it's $34.2 million. She said so essentially you can see we brough that number over flat, we only added $55,000 to it and I went back and forth with this a little bit because when you look historically, since the last revaluation we've grown about 1% consistently, every year, which equates to about $380,000 but considering we have a new Tax Assessor who believes he's going to bring in additional revenue for us, coupled with the fact that we've got one of our, well, the highest taxpayer in the County contesting their tax bill, we kind of thought, you know, not knowing whether to go up or down a little bit we would bring that number over flat so that's what we've done with property taxes. She said hopefully, like I said, that's a really conservative number, we'll out-perform that number and end up collecting more than that. She said if you will turn to page 5 on the big spreadsheet that

I just handed out to you, about middle of the page there, sales tax, that is our second biggest revenue for the County and accounts for about 17% of our total general fund revenue and you've heard me stand up here every month and talk about the big amounts of distribution we were getting during the pandemic for sales tax. She said it's been a real challenge to know how to budget that moving forward. She said I've put some numbers down for you to look at. She said if you look at that first highlighted number of $9.779 million, under that 2019 column. She said so our sales tax in 2019 was up $757,000 or 8.4% from the previous year of 2018. She said that's some pretty robust growth right there because normally you would think about 2% would be a good average amount of growth so we grew, our sales tax grew 8,4% that year. She said if you move on to the next year, 19/20, we were up 4.6%, or $453,000 from the previous year. She said then if you move over four more columns to the $11 million, I think that's where we're going to end up on this year's sales tax and again, that's a big jump. She said that's up 7.5% or $767,000 above last year's number, the 2020 number. She said the thing you're going to have to sit down and consider is what are we going to do for next year, what's our estimate going to be. She said again, being really conservative, what we did was we went back to the fiscal year 2020, which is the $10.232 million and we applied a 3.75% growth factor to that to get the $10.616 million. She said that's kind of the best way I knew how to estimate that number. She said I think it's pretty conservative but yet I think it does factor in our historical growth. She said not the real high growth but the consistent 4% or 5% growth but we do think there's got to be some kind of adjustment in our sales tax. She said we cannot continue to see distributions like we've seen over the 12, 14 or 16 months.

Distribution Month	2015	2016	2017	2018	2019	2020	2021
January	$ 706,938.37	$ 629,427.53	$ 687,368.97	$ 709,056.75	$ 715,000.12	$ 804,683.75	$ 916,076.35
February	$ 597,320.42	$ 617,288.99	$ 678,662.71	$ 784,994.00	$ 719,319.88	$ 777,598.60	$ 950,382.50
March	$ 880,550.68	$ 534,842.06	$ 776,283.51	$ 861,236.00	$ 921,986.60	$ 930,297.04	$ 1,042,615.00
April	$ 618,279.26	$ 617,218.34	$ 630,087.18	$ 646,138.74	$ 740,157.36	$ 788,529.34	$ 933,183.36
May	$ 599,930.28	$ 600,324.63	$ 658,948.75	$ 606,233.88	$ 705,795.83	$ 764,137.44	$ 787,045.57
June	$ 731,077.15	$ 759,504.19	$ 803,631.79	$ 824,136.16	$ 889,127.85	$ 921,933.13	
July	$ 709,380.21	$ 720,789.64	$ 770,625.14	$ 723,909.18	$ 867,118.48	$ 776,230.67	
August	$ 784,406.75	$ 663,795.97	$ 656,305.73	$ 804,783.81	$ 897,173.25	$ 933,146.42	
September	$ 770,057.47	$ 702,626.17	$ 815,681.04	$ 880,628.58	$ 863,478.38	$ 1,062,286.33	
October	$ 718,388.11	$ 713,975.87	$ 719,967.21	$ 870,925.51	$ 804,652.23	$ 973,619.83	
November	$ 675,839.04	$ 694,327.92	$ 697,155.16	$ 796,311.30	$ 854,426.57	$ 883,511.81	
December	$ 763,528.66	$ 735,415.92	$ 763,858.26	$ 792,899.77	$ 814,733.86	$ 907,282.47	
Totals	$ 8,555,696.40	$ 7,989,537.23	$ 8,658,585.45	$ 9,301,253.68	$ 9,792,970.41	$ 10,523,256.83	$ 4,629,302.78



706938.37 597320.42 880550.68 618279.26 599930.28

She said the blue line is the most recent and you can see just how much higher, you can see it's just such an outlier so with a $10.6 million we've pretty much brought it back down to more of the green and light blue number, which we would consider more normal sales tax distribution for us.

Mr. Alligood said overall, the takeaway from this, and what we look at is you see some general trends no matter what. She said a couple things, you see that we usually get a year over year increase so if you look at the far left, whatever time you're looking at you can generally see there's an increase every year in sales tax collections. He said then you generally see that those trends lines follow each other kind of close. He said there's some years where, like during the great recession that things went squirely but because we receive sales tax revenues three months after the sales date you see the big peak up there in March, those were December sales, and everybody spends money in December. He said so you see that generally we get a peak of collections in March and then you see a trough where it's the January, February collections because everybody has already spent their money in December and they're paying their credit cards off at that time. He said so they're not spending a whole lot of money. He said so we generally see those trends, although it's spread out across the years. He said we see a little bit of trend when folks go back to school, we see a little bit of trend at Christmas time and those kinds of things. He said generally that's the take-away we look at as are we generally looking along those line and year after year, we're very fortunate in that year over year we see growth in that revenue stream.

Ms. Radcliffe said moving on, on page 5, to our next revenue item our next category, that is other taxes and licenses. She said the big one here is on page 6, in that category, which is the County Excise Stamp Tax. She said we talked a little bit about this earlier, I believe it was in the planning session. She said but you know, the real estate market is going gang busters right now. She said it's been doing that for almost 8, 10, 11 months, almost a year now and so we're projected this year, and Ms. Whitehurst has confirmed that we're going to be at about $240,000 on that real estate transfer tax and if you look at what we're recommending next year, again, we have brought that number down because again, we just don't really feel like this market can continue. She said there's going to be some kind of adjustment. She said I don't know if it will happen next year or when it will happen but again, just to be conservative we brought it down to more of a normal level like we saw in 2018 and 2020. She said going down to our unrestricted intergovernmental revenues, we just have a handful of those. She said that is pretty flat from where we will end up this year to what we put for next year. She said just a slight $10,000 difference and that is a court cost and that's simply because the court system has been shut down for a big part of the current year and they're up and running again and we expect those revenues to come back to where they have been in the past. She said so the next, I believe it's six pages is the restricted inter-governmental revenues for both DSS and Health. She said this is where, when we talk about on the expenditure side, how much of their operations are County funded versus state and federal funds and we say for DSS it's about 43% and I believe for the Health Department it's about 44%. She said that other 56%, 55% is coming from the state and federal government and those are the numbers listed here over the next five or six pages. She said I would say I don't know much about those, those come directly from the agency and if you were to have a really in-depth specific question about those I would have to defer to them to probably answer those. She said so that brings us over to page 14 and on page 14 we get down to the revenue category of permits and fees. She said again, not much of a change in that, we're actually projecting a slight decrease in revenues of about $40,000 in that category, going from $396,000 to $353,000 and the main reason there are the concealed handgun permits. She said traditionally, year after year, we've collected about $30,000 for those annually. She said it's going to be $60,000 this year so at some point everybody is going to have a gun and that revenue is going to have to go down, so we dropped it back down to $40,000. She said so moving on to sales and service, which carries us through page 16, you will see at the bottom of page 16 we're projecting about a $500,000 decrease there and we can attribute that entire decrease to the Covid-19 fees. She said you will see I've highlighted above there, that $669,000 we collected this year, we have not projected any collections for that. She said now, there may be some but just not knowing what that number is going to be we can always come back and amend the budget to account for those, but that number was provided by the Health Department, and they thought it was prudent to budget zero dollars for next year. She said then finally, wrapping up, on page 17 and 18 we have investment earnings at the top of page 17. She said they have completely tanked, and this is strictly due to the federally reserve keeping interest rates artificially low. She said so we have really benefitted from that on the borrowing side by refinancing those three debt issuances and saving $4 million over the next four years but obviously the flip side of that is if you have money in the bank it's at a very low rate and we're not going to be realizing much in interest earnings and I budgeted $75,000 for next year. She said you can see we were at an all-time high in 2019 of $523,000 so that's pretty significant. She said it went from $523,000 in interest earnings a couple years ago to, I'm projecting,

$75,000. She said finally, on our miscellaneous revenues, the main change there is the line item on page 18, the School Resource Officers. She said before, and in the current year we recognized a revenue there. She said that is the state grant that has traditionally flowed through the schools back to the County for the Sheriff's Office providing the school resource officers but with the change in that program being moved to a contract the schools would be keeping that revenue from the state to help pay the contract. She said so that's why you see zero revenue there for next year. She said with that said, those are the revenues for the general fund, brings us to a total recommended amount of $62,822,367 for next year.

Mr. Alligood said I guess, as you go through, page 23 is the appropriated fund balance page. He said you will see there that we are not recommending any appropriation of fund balance and you will see your projected targets on your fund balance. He said we anticipate at the end of this fiscal year, June 30, 2021, we should be somewhere around $23 million which equates to about 37.5%. He said there's been some discussion on the Board, you have a policy that says you want to be somewhere around 35% revenue to expenditures. He said there's been some discussion on the Board about whether that's too high and we have, over the years, you can see the numbers have fluctuated up and down. He said we've been as low as 26%, actually we've been as low as 25% back in 2012 and been as high as 37% based on these numbers from 2012 we'll be as high as we've ever been. He said the latest was in 2014 at 37.01%. He said of course those numbers adjust based on what the budget is because it's a comparison of fund balance versus expenditures so that's certainly something for the Board to consider as you look at this budget. He said there may be opportunities in this budget where you say we want to take that projected 2% and do some one-time expenditures based on that fund balance. He said you may say we want to leave it where it is. He said from our side we've always advocated to the Board to maintain a strong fund balance simply because we do get reimbursements when we have disasters from FEMA but sometimes we don't and we bear the full cost but most times, when there is a disaster, typically what happens is FEMA will come in and the state will pick up that percentage, but it takes us a while to get those funds back. He said you have to up-front it, you have to pay up front and then 2 or 3 years later, sometimes, we get those funds back so having a strong fund balance helps us get through those storms both figuratively and literally and it does help us in our borrowing capacity, when we go out to the market to make a borrowing package they look very kindly at that when they know you have the capacity that you have.

Mr. Alligood said I guess what we can do is move into the expenditure side if that's acceptable to the Board. He said what we traditionally have done, and we're happy to do it any way you want to do it but on page 24 you have a page that was replaced in your book. He said I don't think it's numbered 24, it's between pages 23 and 25, it's the long page, that shows the summaries. He said what we have always shown is anything plus or minus 2% we put an explanation out there and we give you, we move all the way back to 2020 actuals, we show the revised, what was projected, what was requested and then what was recommended. He said after department heads come in we go through them line by line and there's discussion about whether we adjust up or down so you will see what's requested by the department head and then you'll see what comes from our recommended budget. He said then you'll see the comparison. He said we want to show apples to apples, so we look at 20/21 to a 21/22 original and then we show that as a percentage and then we note it out on the side. He said I'd actually like to start with you on page 29 in your books just to give you the general overview of how the budget is put together and again, I know we have a couple of new Commissioners, and we want to make sure that they have all that and the public sees that as well. He said so this is your budget for the governing body, that being the Board of County Commissioners. He said on every department in the budget that receives funds we have a page like this. He said first it says what is the department and there's an explanation on what that department does and how it's made up. He said there you will see it talks about the seven Board of Commissioners, policy making body, it explains what it is that you as a body do. He said there's contact information at the top right, we show the current members of the Board and when their terms expire and then at the bottom of the page we break it out under the big categories. He said we roll up under personnel, benefits, capital and then a total amount. He said we go all the way back to fiscal year 19/20 and we show the original for 2021, what the amended is and what the recommended budget is rolled up. He said then if you turn the page and look at the backside on page 30 you will see the individual line items that are associated with your budget, your departmental budget that shows 2018 actuals, 2019 actuals, and 2020 actuals so we give you three years back and then we show you what they are as of 4/30/21, we show you what the original budget was, what we project, what was requested and then what was

recommended. He said so that gives you the line-item detail to show that so every department that we have, every department that money is going you will see that discussion. He said because, again, we talk about the budget not only being a financial document but also an educational document so that people can pick it up and look at it and say I understand what this department, or what this service does or what this office does and understand how they're funded and understand how the funding has changed over the years. He said so it gives the Board an opportunity to historically look at things and gives you the opportunity to debate policy on what it is you want to do and services you may like, not like, or do different things with. He said in general, the way we'll go through it tonight, with the approval of the Board, we'll start on page 24, which is this legal sheet that essentially goes down each departmental expenditure line and we'll talk a little bit about what the differences are. He said the department heads are here tonight. He said if there's any detailed discussions you'd like to have you can have additional conversations with them. He said they're here tonight to have that conversation with you. He said starting out with the governing body you'll see there about a 4.7% increase. He said that's related to professional services. He said we'd cut those back and we're getting those back to the levels where they need to be. He said that is a place where we pull money sometimes when you do grants, and you do professional services. He said remember last year we cut those back to try and keep the budget really low so we're putting those back where they need to be and to give you the opportunity to do those programs as you so choose to do. He said overall it's fairly flat. He said if you look at the roll-up on the front page, obviously personnel is down a little bit. He said that's because of the change in the health care. He said that changed it a little bit this time in personnel, and then the operating piece and then the total roll-up. He said so what I will do, if it's okay with you all, I'm just going to roll through them and if you all say wait, stop, I want to talk about something we will do that.

Mr. Alligood said I'm going to move on to Administration. He said our budget is relatively flat. He said it's only 1.7% above and you will see on page 31 that the majority of that is related to personnel and benefits related to the health changes, as well as retirement changes. He said as you know the state treasurer has made some adjustments in county contributions to the retirement system to make sure that fund stays solvent. He said it is well funded in the, 90% funded but he is making sure, they've changed some of their, in short they've changed some of their anticipated, they've changed their model. He said in their model, for years and years they said the return on their investment would be a certain amount and it just never was. He said back in the good old days when interest rates where a little higher I remember them saying that when some of the treasurers were there you just went to the bank, put it in regular accounts and you would get that much interest. He said now the interest is a lot less, there's been swings in the market and they taken some hits so essentially when the rating agencies came to the state of North Carolina and looked at the retirement system they said we don't like your number, we're going to tell you what your number should be and so the state treasurer said you're right, we're going to change some things and make it a little more solid. He said although they're in no danger, they're a very solid system, both on the local side and on the state retirement side, they just want to make sure their numbers are right so you will see that across the board in all of the departments, as well as the impacts of the pay and classification plan, that May 2017 MPAS study the Board approved a couple of months ago. He said so in general, moving to Finance, as we move through the book, you will see that Finance is at 3.8%. He said generally that is related to the pay plan implementation. He said again you see the personnel benefits side of operations is actually just $1000 above where it was in the 20/21 original so the overwhelming majority of that is due to personnel benefits. He said if you move to Human Resources, they're about 10% up and Human Resources is all personnel. He said there's not a lot that they have otherwise, operating, so anytime there's a swing on personnel related or benefits they take a big hit, so it looks out of proportion because they just have people so there's a big impact there. He said so the personnel is up because the MAPS study recommended some changes there. He said that equated to some benefits also going up and operations actually went down $20.00 from $32,400 to $32,380. He said overall theirs is up and all equated to the implantation of the pay plan.

Commissioner Rebholz said can you give us what the increase, what the mandated increase was for retirement from the State, along with the hospitalization.

Mr. Alligood said I think it's 1.2%. He said I can get that information for you and send it to you.

Commissioner Rebholz said that was the increase.

Mr. Alligood said that was the retirement piece, the match. He said well, it's the requirement that the employer provide into the system. He said the employee side is mandated by general statute and would have to be changed there. He said the treasurer and his board have the ability to adjust it on the employer side without it going to the general assembly.

Commissioner Rebholz said maybe the other benefits too if you can give us what the mandates were.

Mr. Alligood said I think there was actually a slight decrease in the health plan. He said I think a slight decrease in the health plan and when we have that information we can send that to the Board. He said so under Tax Assessor, so in general you will see that was up about $79,000 or 8.4%. He said again, that is on the pay plan implementation. He said if you look at the operating side of that it was up a little bit but the majority of that was taken up by the pay and classification plan. He said I think the Tax Assessor has some recommendations for you when he comes up and talks about, during the service expansion request, to talk to you about some things there. He said Finance does as well, but we'll get into those later. He said on the Collectors side, again, that's up about 10.4%. He said again, mostly related to pay and classification plan and the benefit piece. He said in general you will see they're only slightly up on their operating and we would be negligible if we didn't have the changes that were implemented by from the MAPS group.

Mr. Alligood said Court Facilities is down slightly. He said this is related to operating the court facilities and you'll see there, there's been a decrease in utilities than you've seen in previous years. He said our hope, now that there's some windows that you can't throw cat's through in the courthouse, maybe our utilities will get a little tighter over there and be a little better. He said with the new windows that are in and I think the Board has consciously put money in place to develop and make sure the envelope of that building remains strong. He said put a new roof on it, put new windows on it, new doors and now our goal is to go inside and fix things. He said it's kind of difficult to start working on things in the interior when the roof is leaking so I think that was a strong decision by the Board to say let's take the facility, let's fix it, let's fix it right and then let's move on so that's where that is. He said good news is that's slightly down.

Mr. Alligood said moving on to Elections on page 43, you'll see that is slightly down 1.6%. He said there's not a lot, as you know the operating cost for the Board of Elections varies based on what elections are going on at the time, whether there are general elections, whether it's an even year, whether it's an odd year, based on what elections are going on, whether it's a presidential election year, whether there's a primary, if there is a secondary. He said if there is a secondary we've typically said is we do not anticipate a run-off or a second primary, we don't anticipate a second primary when we put the budget together simply because we don't know. He said typically that doesn't happen, sometimes it does but if it does then we deal with it and we may come back to you and say we didn't anticipate a second primary, but we had one and things changed at the state level, and we don't know how that will go. He said but we don't do that because otherwise if we anticipated that every year we would overstate the budget every year and it just doesn't make sense to do that so we call that out clearly and say that's an unknown and if that happens we will come back and adjust for it.

Chairman Waters said on capital for the Board of Elections, I realize we've got a capital fund for the voting machines. He said I'm assuming we have enough money in there to purchase the new equipment that was on display today. He said I think we were putting in $55,000 per year for five.

Ms. Radcliffe said yes, this will be the fifth year of a five- year plan, $55,000 per year, so next year's budget will have the money to purchase the equipment.

Chairman Waters said Ms. Hopkins was saying this afternoon that she has some additional grant money that's available to be able to do the machine that can do a re-count for us in three or four hours.

Mr. Alligood said as I understand it there's a high-speed scanner where they could do that as needed. He said moving on to the Register of Deeds office, there's about a 5.2% increase there and again, that's related to the pay plan implementation. He said the operating cost, they're actually a little bit down from last year.

Mr. Alligood said Facility-Maintenance is up about 2.5%. He said that's up due to increased cost of contracts and building supplies. He said obviously supplies are, cleaning supplies are still in high demand and we're dealing with that market. He said the good news is, and I know they recently put out an RFP, you probably saw that, for our contract services for our maintenance janitorial services. He said those have come back very favorably and I anticipate that coming back to the Board probably at the July meeting. He said they've got to do some reviews and do some interviews but overall, those numbers came back really good, and we're pleased with that.

Mr. Alligood said moving to debt service. He said you'll see the debt service on page 49 and this gives you a really good indication of what debt the County holds, when we took on that debt, how much we budget for that debt, what that debt is, whether it's general obligation school bonds, where you are putting the county's taxing ability out there, full faith and credit or whether it's an installment service where you say the collateral that the bank would take back if you defaulted on the note was the actual equipment or whatever it was that you financed. He said you have the USDA installment that you refinanced, and then different things related to that and then installment purchases. He said so you see what the interest rate was, what type it is, what we're budgeting or what we actually budgeted in 2021, what we're anticipating budgeting this year and what's in the 22/23 year. He said then you will see what are the balances, all the way up to 2025. He said that is actually down 3.8%, a little over $100,000 and that is the result of the debt refinancing savings realized over those refinancing packages.

Ms. Radcliffe said I'd like to make a comment about the debt service. She said at the time of publishing we were in the middle of finishing the third refinancing, which is the USDA loan, so we did not have the final amortization schedules on those, so we need to, when we're truing up the budget we'll need to do an adjustment for the debt service on that. She said currently, in your book right now, we have the debt for the USDA loan as it stands before the refinancing. She said you would think it would be lower, but you might remember me saying it's actually going to go up a little bit and I know that sounds counter-intuitive but let me remind you why that is. She said so we knew we were going to have savings with the GO Bonds, refinancing the school GO Bonds. She said but we knew when we went to refinance the USDA loan the LGC said because you're going to refinance an existing USDA loan with a bank loan, you've got 22 years left on that loan but we're not going to let you refinance it for 22 years, we're going to let you refinance for 12 years so essentially what we've done, it's still a great savings, it's still a great rate but you've cut 10 years off the term of that loan. She said we've accelerated that loan to pay it off much quicker, which makes the annual loan payment a little bit higher but still, over the long run, when you compare what we would've paid under the old loan to the new loan we're going to save about $800,000. She said we intentionally did that, knowing that increasing that USDA debt will be offset by that GO Bond savings, so our net is going to be about even but we're going to have that paid off about 10 years sooner. She said I hope that makes sense.

Commissioner Rebholz said this doesn't include water.

Ms. Radcliffe said right. She said this is not the water.

Commissioner Rebholz said is there a reason we don't show the water.

Ms. Radcliffe said it's in the water fund separately because it's an enterprise fund.

Chairman Waters said so you're saying the interest rates we're seeing here does not reflect the lower rates.

Ms. Radcliffe said for the USDA loan only. She said if you look up top you'll see the first on page 51, you'll see the refunded bond series 2017 and then below that 2012 and 2015. She said see how that shows next year's debt service at zero and then the following year at zero, that's because we've actually closed on that refinancing. She

said we had our amortization schedules and they're now shown in that fourth line, refunded GO School Bonds and you can put a dash beside that which says series 2021. She said all three are now lumped together for savings. She said it's just that USDA loan that's not finalized, that we'll have to adjust moving forward. She said I should have that final amortization schedule in June.

Mr. Alligood said we'll move into non-departmental on page 53. He said these are generally items that are related that are spread across all departments or not specifically related to one department so a couple big, obviously the biggest outlier in this is committing $500,000 to building a storage facility where the County can put that in place. He said we're having discussions with a contractor right now about what exactly that looks like. He said we spend about $40,000 a year in storage and it's appropriate for us to try and look at opportunities to mitigate that, to put our stuff in one place, as well as have a facility where we can receive supplies from the state when there's a natural disaster and send those back out to the community. He said historically what we've done is we've relied upon the building out at the industrial park. He said the building out there has been vacant during those times, so we've been able to use it as a storage facility. He said we've used other facilities across the County with agreements that they'd let us use it but to have the ability to do that and have it available always, for us not to have to go chase and find, beg, borrow, and steal during the middle of a hurricane is a benefit to the County. He said there's also the opportunity that, as we look at that, under the American Rescue money there may be an opportunity to use those funds instead of general funds to do that, so we put it in there as a recommendation. He said I'm sure there will be some discussion about that but again, there's some opportunity as well, we believe, to use federal funds to do that because it is emergency related and when we were receiving tons of supplies related to Covid, if that were to ever happen again we would need such a facility so it could be an opportunity. He said the other piece you will see in here is insurance and bonds is elevated quite a bit. He said we have our insurance with the Association of County Commissioners with our risk pools. He said our workers comp and our property and liability. He said our property and liability, with our pool itself, and Ms. Radcliffe may want to speak a little more on this, has taken a fairly decent hit over the years with hurricanes because they ensure the majority of counties across the state, so they've had some increases related to those impacts. He said the good news is, on that, they've said because of our rating relating to our workers comp, we've done a really good job with that, our workers comp is going to go down a little bit so there will be some offset there, but we are seeing an increase on the insurance side.

Commissioner Richardson said can we go back to page 25. He said at the bottom of the page we have the health care reserve fund, what is that.

Mr. Alligood said Ms. Radcliffe might want to talk about that.

Ms. Radcliffe said I believe we actually have the definition for that in the book. She said I want to get it right so let's go to page 139, on the Special Revenue page. She said the Healthcare Reserve Fund is second from the last on page 139, this fund is used to account for funds the County received when the trust accounts set up to account for trailing liabilities were closed years after the hospital was transferred to Vidant Health Systems. She said I believe we received $3.5 million, if I remember the number correctly and that was put in this reserve fund. She said the Board subsequently voted to award some of that money to complete some facility improvements, so I believe, right now, there's about $1.5 million sitting in that fund.

Commissioner Richardson said okay, go on to the next page, the EMS Special Revenue Fund.

Ms. Radcliffe said that's on page 26, okay so this is something new, as well as the 4-H fund underneath that, as well as the Cooperative Extension Special Revenue Funds and the DSS Representative Payee accounts. She said the GASB, statement #84 said that we can no longer consider those agency funds. She said they actually have to flow through the County's financial software, and we have to budget those funds as an incoming revenue and an outgoing expenditure. She said you may remember me talking a little bit about this in the planning session. She said you're actually going to have an agenda item at your June meeting because we actually have to implement this in the current year, so I've actually got to get those special revenue accounts established in the current year, before June 30th, and then you'll see them every year in the budget year, as a budgeted revenue and expense in

a special revenue fund. She said that's a GASB announcement that just said we had to start handling those that way.

Chairman Waters said so you're saying that EMS Tax and then the billing and everything relating to EMS is going to go through this to come up with that $2.1 million.

Ms. Radcliffe said so the EMS Fire and Rescue taxes are on the previous page, on 25, we've actually got those separate so we're talking about two different things. She said we're talking about the district tax revenue, those are shown on page 25, it's the 3rd and 4th one listed there and then on page 26, that EMS Special Revenue Fund, that is where collect for the four agencies. She said Chocowinity, Broad Creek, Pinetown, and Aurora and distribute that money out to them for their transports.

Commissioner Richardson said that's a division of tax revenue, is all that it is.

Ms. Radcliffe said part of it is tax revenue and part of it is their transport revenue. She said remember we did the consolidating billing for EMS so that they could participate in the Medicaid cost reimbursement settlement and get a piece of that back because you have to be a local government to do that so that is now accounted for in that EMS Special Revenue Fund. She said that's required by law, to be accounted for that way.

Commissioner Richardson said what about the subsidy that goes to EMS.

Ms. Radcliffe said the subsidy that goes to EMS would just be in the general fund because you will have the expenditures for the EMS department and the revenues. She said of course the revenues are less than the expenditures so there ends up being a tax subsidy for the EMS operations.

Commissioner Richardson said this looks like something there's not a reason to have it.

Ms. Radcliffe said it's a new requirement, it's GASB 84. She said they said we had to start accounting for it this way. She said I can share that information with you.

Commissioner Richardson said with 4-H, where is the source of revenue for the 4-H revenue from.

Ms. Radcliffe said let's go back again to that special revenue tab. She said that is on page 140. She said it's the second little arrow there, it says the Special 4-H Revenue fund is used to account for the Beaufort County Cooperative Extension programs operated out of the accounts, including the Beaufort County Livestock Show and Sale, Summer Camping, 4-H Clubs, and 4-H programming. She said so, essentially in the past there was a separate checking account where all these four types of revenues were deposited in that account and they paid for the expenses out of a separate checking account, far and apart and aside from the County. She said GASB 84, the Governmental Accounting Standards Board said no, you're not going to do it that way anymore, you're going to start making it a part of the County bookkeeping records so that's why It's in next year's budget.

Commissioner Richardson said so the source of revenue for that is what, again.

Ms. Radcliffe said it's the proceeds from the livestock show, camping fees, etcetera.

Commissioner Richardson said okay, got you. He said Cooperative Extension Special Revenue Fund. He said what is the source of revenue for that.

Ms. Radcliffe said agricultural programming, horticultural programming, master gardener's and family and consumer sciences programming.

Commissioner Richardson said there's no tax money in there.

Ms. Radcliffe said no.

Commissioner Richardson said there's no tax money in the 4-H fund either.

Ms. Radcliffe said no.

Commissioner Richardson said DSS Representative Payee.

Ms. Radcliffe said Kelly Smith could talk about this tonight. She said this is where we have the wards of the state, their revenues come in to DSS and then they make the expenditures on their behalf. She said so it's a revenue in and a revenue out.

Commissioner Richardson said so this revenue could be an annuity from an insurance company or a donation or be paid by the state.

Ms. Radcliffe said I'll let Ms. Smith answer that specifically.

Ms. Kelly Smith said what these funds are, they're funds for all of clients like our foster kids that are in custody, our wards that we are guardians for. She said they may have social security coming in or some kind of child support for some of the foster care children. She said all that is in that fund is their money, the clients' funds. She said once it comes in we disperse it back out to pay their bills or their cost of care, whatever they may need so it's strictly client funds.

Commissioner Richardson said they're saying no more comingling of those funds.

Ms. Radcliffe said I wouldn't say that they've ever been comingled. She said if anything they've been kept completely separate in a totally separate bank account. She said what they're saying now is we have to reflect it in the County financial information.

Mr. Alligood said so we're on page 55, transfer of funds and this is made up of funds from the general fund to other funds. He said the revaluation fund is an 8-year commitment that you make every year. He said so this is where you set aside money, by state statute, to be able to fund your revaluation at the end of 8 years. He said so what you do is you estimate what that cost is going to be for that revaluation, you divide it by 8 and you set that money aside every year so you're able to pay for that revaluation. He said you're required to do that by law. He said now, the Tax Assessor may come to you and talk about advancing, I don't want to take any of his thunder and get ahead of that, but he may talk to you about moving the revaluation cycle, advancing that a little bit instead of waiting 8 years and maybe moving it a little closer. He said if you chose to do that you would have to advance additional funds to this to make that happen. He said there's $45,000 going to the economic development fund. He said that's $35,000 less. He said what's made up in this fund, the $35,000 that's not in there this year was the commitment the Board made to the industry ready building, where you were committing funds to that. He said that's ended so the remaining piece that's in there, the $45,000, that's what we call the airport grant. He said as you recall, many years ago the County got out of the airport business there was an agreement with the City that the City would take over that and you would look at a base level of, and you de-annexed, the airport was originally in the City and the County and the City agreed to de-annex the airport, plus the airport property, and only have it taxed by the County, just County taxes, as an incentive to people so they wouldn't have to pay both taxes out there. He said the agreement was the County would be held harmless for the base level of what the value was at the time. He said then anything above that we would pay to the City so there's an incentive to the City to bring economic development, more planes, more equipment out there, and then they get additional revenue out there. He said the County gets a flat amount on what you had out there at the time. He said any improvements, any additional valuations that happen out at the airport is a benefit to the City, not to the County. He said essentially it benefits everybody but dollar wise, tax wise, you have your set amount and then it goes to the City. He said now, in that agreement there is a circuit breaker in there that once it gets to a certain level, and I'm not sure how high that level is but then there's the option to re-negotiate that agreement where the County

could get some additional tax revenue off it but the way it is right now, all additional tax revenue goes to the City because they're the ones at risk out there. He said there is a $575,000 which is to the facilities improvement fund, which is essentially the one penny the Board set aside for capital improvements. He said you then see the $55,000 for the last year of the voting machines. He said so that's where that total is, and that line is down and that's based on the $35,000 that is no longer related to the Committee of 100 agreement. He said then you go to contingency and this year we've recommended about $455,042 to be in contingency. He said we look at that based on where we are with revenue over expenditures and essentially set that into contingency. He said it allows the Board to look at that and use it if they need it. He said obviously it cannot be spent without Board approval. He said but it does allow us to go in and essentially say we want to provide some contingency money from the Board. He said there are some restrictions under general statute that you can't have but a certain amount. He said you can't load up the contingency line but that is 5% and we are nowhere close to that because that would be $3.1 million based on the recommended budget so we are well below that limit, but it is a couple hundred thousand dollars.

Mr. Alligood said we'll move into Social Services. He said again, in our discussions in the manager's message, when we talked about this, the Department of Social Services receives state funding and federal funding and there's some County funding and it all depends on what the program is and what the County match is. He said it may be 50%, the State may give us 50% back or they may give us a higher percentage or less percentage back but a lot of the numbers we get, they get from the State of North Carolina on their expenditure side, what's being anticipated by the programs. He said of course you don't' have any control over those programs. He said those programs are set up through the State of North Carolina through DHHS so you're essentially along for the ride. He said in general, and I think there's a spreadsheet that was sent to the Board because there was a question relating to the percent, the historical percentages that DSS had and that was sent yesterday, I think. He said I think Commissioner Rebholz asked the question because in the Health Department they showed in their presentation the percentages, what the County match was in the prior years. He said so DSS did the same thing for you and that was sent yesterday or the day before yesterday. He said essentially what you'll see is that in the 2021/22 budget the County dollar is about 43%. He said in 2021 it was 44% and it roughly stays right around that area. He said between 42% and 45% but they've held it, essentially flat at 43%. He said if you have questions about DSS and the intricacies on that the DSS staff is here, the department head and her staff, to answer any of those questions.

Commissioner Richardson said I have a question and probably the director will be the only one that can answer it. He said what programs are you administering that are wholly County paid for.

Ms. Corprew said none that I know of. She said we do have, we're an elected County so we do have maintenance of efforts funds that a lot of counties don't have so the County is putting in funds towards that, but we have to meet maintenance of effort, regardless, that's in the general statute. She said so that is County funds until we get to a certain level, because we are an electing County, once we get to that level we can go in and basically back out the expenditures we're charged to the County and reclassify them and charge them to federal funds.

Commissioner Richardson said how many people do you have in that program now.

Ms. Corprew said just the Work First program, I would say about 70 or 80.

Commissioner Richardson said that's way down from what it was.

Ms. Corprew said it is but about 98% from when it started in 1996 but we use other, we allow, because over the years it started out that you had to put those funds up to provide services but because the caseloads dropped so dramatically over the years the rules have changed and now we use those funds to fund our child welfare, a large portion of our child welfare programs, in addition to some other programs.

Commissioner Richardson said weren't you all running a program at one time that involved care for invalid in-home that was paid by the County mostly.

Ms. Corprew said no, that is the Hailey Community Block Grant. She said we get the majority of those funds come through a block grant. She said the County is required to put up 10% match for that program and we also administer the Community Alternatives program, which is a Medicaid program. She said its purpose is to enable elderly and disabled individuals to remain in their home instead of going into a skilled facility. She said it's more economical because long-term facilities are expensive.

Commissioner Richardson said we get a grant for that.

Ms. Corprew said it's the Community Alternative program. She said we bill Medicaid.

Commissioner Richardson said so all the programs that we currently have in Beaufort County are more or less mandated by the State and Feds.

Ms. Corprew said that's correct and HCBG and the Hailey Community Block Program can be administered by another lead agency, so to speak, but it's my understanding that Beaufort County has always been the lead agency for both of those programs.

Ms. Smith said there was one more thing I'd like to add. She said there was a last-minute change that I wasn't able to get in the budget book and it's related to the HCBG program Ms. Corprew was just speaking about. She said we actually got those numbers from the Mid-East Commission just a week or so ago. She said if you will look on page 70, we would actually like to decrease the contract services line. She said it's the very last line in that group of expenditures. She said we'd like to reduce that by $10,000. She said it's not a big change, but it is a change that we got at the last minute and we wanted to let you know as well so we just want to reduce that line by $10,000, which will put it at $214,183.

Mr. Alligood said so the next department is the Health Department, and they are funded in a similar manner where they receive state funding and federal funding and in general you see on page 73 they've listed out their cost centers and their revenue side. He said local funding is about 45% of their overall piece and that's consistent with what it was last year and there is probably someone here from the Health Department who can answer those detailed questions you may have, if you have any.

Commissioner Richardson said what programs are you administering that are not mandated by the state or the feds.

Mr. James Madson said the behavioral health program is not mandated. He said the healthy living clinic is not mandated. He said I think those are probably the only two and some testing for HIV. He said they may not be mandated.

Commissioner Richardson said the funds for those two programs, do they come from the County or come from grants, where does it come from.

Mr. Madson said a little bit of both. He said we have revenue that comes in for billing purposes. He said we have grants that cover it, and we have, it's not really a grant but there's a program where the state sends us $100 per visit so it's like a grant but it's not really called a grant.

Commissioner Richardson said but every program you're administering, other than those, is mandated by the federal or state government, we don't have a choice.

Mr. Madson said right, as far as I can remember right now. He said I've got a lot of programs.

Commissioner Richardson said if you happen to think of a few, come back and let us know.

Mr. Madson said there won't be a few. He said I'm not saying there won't be one in there.

Commissioner Rebholz said going back to the 19/20 budget, the County share of that has grown by 3 points, 3% points from there to now, to the recommended budget, to the tune of about $133,000. He said is there a reason that trend is, that you know of.

Mr. Madson said mostly personnel increases that have been going up, like the study that went through, has affected it.

Commissioner Rebholz said it's been going up every year and we didn't do that until just recently. He said I'm just wondering if we're getting more and more stuff from the feds or the state that is getting pushed to us.

Mr. Madson said there are things that have happened, like jail health. He said those were County dollars that were somewhere else that came to us when we took over that. He said so that amount of money, that was $200,000 or something like that.

Commissioner Richardson said I'd like to chime in on that. He said we've been approving a lot of people. He said he's been asking for a lot of salary increases and reclassifications and all of those go up. He said that's where some of that increase is coming from on an annual basis and I have another question if you've finished. He said the three nurses, the 24-hour nursing service that we're providing to 40 or 50 jail inmates, is that money in your budget or is that money in the jail budget.

Mr. Madson said that's in my budget.

Chairman Waters said that's on page 88.

Commissioner Richardson said so that's in your budget, three full-time nurses. He said who pays for the drugs and all those other things.

Mr. Madson said that comes out of the Sheriff's Office.

Commissioner Richardson said what about supplies for the nurses.

Mr. Madson said we pay for that.

Commissioner Richardson said you pay for your own supplies. He said it's about time to ask for another thing about expenses in the jail for medications because at one time those things were way up there so I think we should probably ask for that for this meeting. He said we should ask for accounting to tell us how much we're paying on a monthly basis for drugs for inmates, prescription drugs, because at one time we were paying $100 per day for a couple of guys.

Ms. Radcliffe said the annual cost should be in your budget book on page 124.

Chairman Waters said the personnel cost is on page 88 under the Health Department.

Commissioner Richardson said what line is that on.

Ms. Radcliffe said it's about one third of the way down, inmate prescriptions.

Commissioner Richardson said yeah, $45,000 a year and we're keeping about 50 people in there so about $1,000 a year per inmate for medications.

Commissioner Rebholz said you can't straight line it that way.

Commissioner Richardson said sure you can. He said there's 40 inmates per year.

Mr. Alligood said the next department is Veteran Services and that is up slightly. He said again, that is a one-person department so any changes that you have there are really reflective. He said it's only $2,700 up, a little over 4% and that's related to some professional development because we have a new person in there and we're making sure she has what she needs running that program and running well.

Mr. Alligood said Area Mental Health and Transportation, this is where we provide funding to Beaufort Area Transit. He said you have the description up there; we provide funding to the developmental center. He said this also includes the elderly and handicapped transportation money, the DOT grant, you have the agreement with Passages and then the alcohol treatment and Trillium where part of that is from alcohol sales. He said but those numbers are flat from the prior year.

Commissioner Booth said normally the elderly and handicap, do they still ride BATS at no cost.

Mr. Alligood said there are different programs, I think, where they do shared rides and then there are some where they ride, I'm sorry I couldn't tell you the complete ins and outs of it.

Commissioner Booth said wasn't it part of our transportation program designed when the elderly and handicapped, wasn't it designed for them to get around even when they don't have any money back in the day.

Mr. Alligood said I'm not sure.

Ms. Radcliffe said that program used to be offered through DSS and Ms. Corprew is very familiar with it. She said it's the same program, she can speak to it.

Ms. Corprew said that's called the ADTAP funding. She said it's about $40,000 a year. She said that used to run through DSS's budget but that has switched over to BATS and they manage that funding. She said there's also some other funding they have, rural operating funding that they receive and then of course Medicaid patients. She said they transport Medicaid patients and there's no fee to the rider for that.

Commissioner Richardson said but BATS doesn't handle money on their routes, as I understand it. He said nobody gets on and pays. He said when somebody gets on BATS somebody else is paying.

Ms. Corprew said I don't know the answer to that question.

Commissioner Richardson said we need to find that out because there's some county's where it doesn't work that way, you have to pay if you use BATS. He said I think the County provides $100,000 subsidy to BATS.

Ms. Radcliffe said $193,000.

Commissioner Richardson said the question comes out of that, if people are getting on BATS and not having to pay for it, is there, and we need to get BATS in here to answer this question, is there a privilege to this. He said in other words, is that open to everybody in the County, regardless of their financial status, their welfare status, race, creed, color, and all that. He said I'd like to know the answer to that because it's not fair for us to provide a subsidy and let some people ride it for free and everybody else has to pay. He said especially if the service is denied.

Chairman Waters said the North Carolina DOT Rural Grant, is that for the actual bus, the vehicle itself.

Mr. Alligood said no, that's for the operating piece, I believe. He said they can apply, and they have applied in the past, to replace equipment.

Chairman Waters said but you think this is the operating money, not capital.

Mr. Alligood said that's right. He said next is Cooperative Extension and they're up about 5%, about $14,000 and those are essentially with state salary increases. He said as you'll see with that, we have an agreement with the state where we provide salary pass throughs. He said then their operating expenses are up slightly, but it's mostly related to the state salary increases.

Mr. Alligood said Soil & Water, again, that's the district and they have their elected Board. He said they're up 2.3% or a little less than $5,000. He said that is associated with the salary increase that was adopted by the Board.

Mr. Alligood said Youth Services is flat. He said well, there's $1,267 above. He said this is where you provide funding to Pamlico Pals, the Boys and Girls Club, the change there is on the JCPC. He said as you recall, that went up a little bit so that's the accounting for that. He said that's where the additional $1,267 came from. He said the Board has previously approve the JCPC local match. He said you did that at your last meeting.

Mr. Alligood said the next piece is your outside agencies and they remain flat. He said on page 110, you can go through those. He said I'm happy to go through those individually if there's anything you want to talk about with them but those are flat from last year, same funding so no changes in that. He said this is where the Board has funded public services that are provided by public agencies because remember, you have an obligation to use funds, to use public funds for public services so you can't just pay for private stuff. He said it's against the emolument clause in the constitution.

Commissioner Deatherage said did you just say emolument clause.

Mr. Alligood said yes sir, it's called the emolument clause.

Commissioner Deatherage said of the US Constitution.

Mr. Alligood said no, of the state Constitution. He said the US Constitution has an emolument clause too, but the emolument clause of the North Carolina Constitution says you can't take public money and give it to a private entity. He said there has to be a public purpose for it.

Commissioner Deatherage said that makes sense.

Commissioner Rebholz said is there a formula for recreation in terms of distribution of monies because it's been flat since 2018.

Mr. Alligood said it has been.

Chairman Waters said the answer to that, that I was given was these numbers are based on when President Johnson was president.

Mr. Alligood said I'm just telling you they've been brought forward every year since I've been here.

Commissioner Rebholz said so there's no formula, we're just winging it.

Commissioner Richardson said they've been hacked down and hacked down to where they are now and if it was up to me I'd just get rid of them. He said it's a grant that they just put in their general fund and use them however they want to.

Commissioner Rebholz said on the recreational side.

Commissioner Richardson said yeah.

Commissioner Rebholz said I think most of them end up going to the Rec programs. He said they're servicing the kids.

Commissioner Richardson said it's a subsidy that we take from taxpayers and give to somebody else. He said all these people are getting this have taxing authority of their own. He said there's no reason for us to be collecting tax money from somebody in Pantego and giving it to somebody in Aurora. He said why are we doing that.

Commissioner Rebholz said I think it would be, like in Chocowinity, 50% of the people using that are from outside Chocowinity City, out in the County. He said it's the same with Washington.

Commissioner Richardson said whatever. He said I've voted for years to do away with it, I'll continue to vote to do away with it. He said people are getting, they have their own tax authority, we don't need to do it.

Commissioner Rebholz said no they don't.

Chairman Waters said to answer your question, we had bumped that figure up for somebody that was in some kind of a capital program, a one-shot deal. He said we've added $5,000 or $10,000 but it was for one year for a specific project.

Commissioner Booth said it's well spent money, it's not wasted. He said when you think of a child playing baseball, you'd rather have them playing baseball then down at the courthouse.

Commissioner Rebholz said I'm not suggesting that, I'd just like to see what the formula is. He said it needs to be balanced out.

Commissioner Booth said you can't balance it out by the cities because the City of Washington's got 10,000 people and Belhaven or Pantego's got 150 so how would you balance it out.

Commissioner Richardson said how much recreation is there in Pantego anyway.

Commissioner Booth said probably the kids in Pantego go to Belhaven or they have something at their old school.

Chairman Waters said they use that money for the playground equipment at the old school. He said they don't actually have a baseball or a soccer team or anything like that.

Commissioner Richardson said the answer is it's a residual from a leftover republican administration. He said they started it way back when and it's a great example of something that's living forever.

Mr. Alligood said the answer is we have continued whatever formula there was from back when and we've just continued it on, but we don't have a formula, we just know what the number was. He said we're happy to, I can tell you from serving on the municipal side at one time that it is a mess to deal with recreation. He said the idea is that, yes, like one of the Commissioners said, folks that live in the unincorporated areas do go over and participate in recreational activities in municipalities and the municipalities are funding those costs so there's the debate about whether you start looking at people's driver's license and saying you don't live in the City of Washington, so you have to pay more. He said then that gets to eb an issue, so the County has provided additional funding to those municipalities in, essentially, the attempt to try and offset some of those costs. He said now, what that formula was, I don't know.

Commissioner Walker said I've read ahead and I'm seeing some requests from Chocowinity Recreation. He said when does that come up.

Mr. Alligood said those come in during the service expansion requests when they come in and pitch their proposal to you and you decide as a Board whether you want to bump that or not.

Commissioner Rebholz said that's coming up because this has never been readjusted.

Mr. Alligood said this is the Economic Development Department and it is essentially flat at 1%. He said $2,900 associated with personnel and benefits.

Mr. Alligood said Planning is up slightly, $8,462. He said that is associated with the pay plan, the implementation of the pay plan so you will see some changes in personnel and benefits. He said then, under the operating, we have the contract with the Mid-East to provide the planning services. He said this is the planning part and inspections. He said Planning and Inspections are under the Planning Department budget. He said they're not broken out separately. He said then we have the Planning piece that is the contract with the COG, that's the large number there.

Mr. Alligood said this will now take you to the discussion of the school systems. He said I think the superintendent and his staff are here. He said just briefly, on page 115 we'll go through it so you will see the changes. He said as you recall, the school system, the public school system, the K-12 system asked you to maintain their current expense funding and capital funding from the prior year so that's what it shows and then there's an additional amount that says SRO funding. He said remember the Board took a vote at the joint meeting a couple of months ago and that was at $650,000 at the time. He said there was some negotiations between the school system and their contractor about vehicles that were going to be used under the contracts. He said they went from SUVs to sedans and that, in turn, resulted in a lower cost so we got that updated information from the superintendent and that has been entered in so that cots for this year is $603,600 so that total appropriation to the schools, including all of it is $16.3 million. He said if you have any questions the superintendent and his staff are here and were nice enough to be here tonight and they can answer questions.

Commissioner Richardson said I thought we were going to get a list from the school board of their proposed capital expenditures. He said maybe I'm wrong, but I thought it was a part of this package, that they were going to give us a list. He said they've given it to us every year.

Chairman Waters said I think that was given at the Community College during our joint meeting.

Commissioner Richardson said it was kind of an overall list, it wasn't boiled down to a specific list.

Ms. Radcliffe said I think that's my fault, I missed putting it in the budget but I'm happy to, if we take a break, to make copies and have those available when we get back.

Commissioner Richardson said do they have a specific list. He said I'm not interested in the other. He said I just want to see what you're going to do with this million.

Ms. Radcliffe said yes, it's specific.

Commissioner Richardson said it is there, well that takes care of that then.

Commissioner Rebholz said do we have an answer on the $413,000 in CARES Act money that you're reducing the operating budget by, what that is going to be used for.

Mr. Carawan said the $413,033 figure, are you referring to the SRO funding.

Commissioner Rebholz said no, this is on your paperwork. He said the sheet that you gave, I wasn't at that meeting at the college.

Mr. Carawan said essentially these are costs that we currently have incurred within the current operations. He said cleaning supplies, gloves, those things are cross referencing and going over to the CARES Act because they meet the three questions that we ask that we have to look at when we're spending the money. He said to prepare, prevent, and respond to so Clorox wipes, masks, gloves, those meet the criteria. He said so those costs of the bleach that we use in the cafeteria used by the custodians across the district, they all fall under that umbrella.

Commissioner Rebholz said so you're able to move that expense to the CARES Act funding.

Mr. Carawan said correct, which frees up those funds to cover the other costs that we're anticipating.

Commissioner Rebholz said what happens when the CARES Act money goes away, and you still have those expenses.

Mr. Cheeseman said those expenses are related to the Covid needs and protocols so as those protocols are lifted, those needs and expectations, we may not need the volume of what we currently need.

Chairman Waters said on your enrollment, this past year you lost 398 because of the pandemic. He said how do you feel about this coming year as far as the enrollment.

Mr. Cheeseman said I'd like to draw your attention to EDNC.Org to specifically answer your question, you can look at the article entitled "How Will the Pandemic Shape K12 Education in NC". He said I bring that resource to you that was published May 11th as your question actually pertains to every public school system in the State of North Carolina. He said we didn't lose children sir, I know where they went, they're not lost and specifically, we expect them to return in force and our teachers are ready for them, our staff is ready for them, our buildings are ready for them. He said remember, March 14, 2020, at 4:30 someone made a choice for us to shut down our schools and in that choice, handcuffed our board of education and all boards of education in the public school units across the great 115. He said we had to follow very specific laws that others, charter schools, private schools, other schools did not have to follow. He said in that regard, we anticipate them to come back and so when you're looking at 390 under my leadership, as you've declared before, absolutely it's under my leadership but in no such way did we lose them because of the quality of education we are providing. He said we lost them because we were mandated to make sure they had a mask and some families didn't want that, whereas in a private school they didn't have to wear it. He said we lost them because we had to do certain protocols like having to take the temperature of every single child, where other schools didn't have to do that and so, in Facebook leadership I'll take ownership that I've lost 390 children under my care but in reality I know where they are, and I anticipate they're going to come back. He said so I'm asking for funding in that regard because if you give anything less in that sense, 10 days, or 20 days into the year, if they come back and when they do come back I'm going to have to make other adjustments. He said I do encourage you and I will send to you the article on EDNC.ORG. He said it clearly shows specifically where the children of North Carolina went and when you're talking specifically about 390 children, this article will share with you, it's actually 44,000 kids in the State of North Carolina. He said what's interesting is when we share within our borders opportunities for our children and school choice, well absolutely, we're in a competitive market and families have to do specifically what they believe is in the best interest of their child. He said in reality we actually faced two years of a pandemic. He said an academic year from March to June and then another academic year from August until now. He said children have about six days of learning left before we finish our school year. He said so in short when you look at the 390 and your public declaration that you would ask to fund us less in that regard I can understand your thinking but in no such way is that an issue related to the County Commissioners, the Board of Education, it's simply because from March 14, 2020 at 4:30 I had 30 minutes notice to shut down an entire school system, 30 minutes notice. He said 40 minutes later I specifically had 15 people in my office on a Saturday evening trying to figure out how we're going to have 60 people in my office the next day to shut down a school system. He said the reason I express this to you is I just don't want it to be lost a year later that Beaufort County Schools specifically fed children on March 16th in all places in the County. He said we went to remote learning in all places in the County on March 18th. He said why is that important, under your leadership specifically, specifically

documented on Facebook, which I do not have access to, you continuously tell people in the public that under my leadership I lost 390 kids. He said I know where they went, I did not lose them. He said specifically, under that guidance, we can't wait for these kids to come back. He said they've already started coming back. He said we have people who once wanted virtual options now saying please don't do that, please let us come back. He said we're coming back five days a week next year, face to face, no remote learning Wednesdays. He said we're very excited. He said also think through this for a moment, you're concerned over 390 under my leadership, I have a general assembly who's mandated under state law, without funding sources, to run a mandated summer school for 150 hours. He said I have 1,000 students signed up, yes, 1,002 students have been identified and signed up. He said you're worried about 390, I'm worried about 6,000 kids so I understand where you're coming from. He said but the key piece is we'll use our ESR's funding. He said we looked at teachers today on video, yesterday on video, had Zoom meetings and said please, please come teach our children and they're going to do that. He said they responded amazingly but the key piece about it, when you look at a dollar sign, and I understand your responsibility, my responsibility is the safety and security and the education of the child and that's why we were fiscally solvent and responsible to ask this Commission to leave us that flat funding when in fact the Board could've easily walked in and asked for more. He said I think we can do with flat funding and remember, in ESR funding, it's not an open bank. He said there are very specific guidelines, checks and balances but to go back to that summer school, to staff summer school, an intensive afterschool program and look at the personnel for three years, it's going to cost me $13.3 million. He said when I say me I mean the district and that funding is coming from the ESR funding and I'm not asking you for it but when you speak to me specifically, where did students go, they went to the place their parents and guardians and others told them to go and sometimes they didn't have a choice. He said what else can I answer.

Commissioner Deatherage said you know I'm a news and media guy and you're referring to Facebook, data on Facebook.

Mr. Cheeseman said sometimes it's shared with me sir; I don't have an account.

Commissioner Deatherage said there's been information shared on Facebook that's not been shared with me either. He said what are you speaking of.

Mr. Cheeseman said out of professional courtesy I'll let others share that with you but specifically I know Commissioner Richardson has always asked me to make sur that when we are receiving information and when we are sending information that we go through the proper channels. He said at no time have I ever put on Facebook my beliefs about the County Commissioners. He said I regret to say that any other term it's been disappointing to see some of the belief. He said we're just hoping to work through that and smooth that out and continue on the way we are.

Commissioner Deatherage said one more reason to cut yourself off Facebook. He said there's a lot of information out there that's not exactly real.

Mr. Cheeseman said I will say this to you, for as long as we've known each other I've dealt with fact. He said numbers, you can create a story out of it. He said you can create your own story, your own image, wherever you want to go. He said at the end of the day we educate children and that's where we are and if you've ever had to go back and look into that public social media you will notice I have such character and integrity for the position in which I hold, I will not go to any other place unless I address this Board as one and I will also not respond publicly to any of the claims made against me, the chair or the Board of Education.

Commissioner Deatherage said in other words it's best to speak about public business in public meetings where the public is invited, where maybe there's a video not included on public media where it can be cut off at any time and only some people can see it and some people can't. He said I get that. He said I really wish social media wasn't such a big part of some people's lives because I think it is a detriment to who we are as a people.

Mr. Cheeseman said I'll say I'm not necessarily a victim of it, I'm a player in it as in I've seen my name posted. He said I have a great internal strength and the backing of the Board of Education, of which I hold them in high regard.

Commissioner Walker said I don't have a question but several weeks ago we were talking about CARES Act money and what to do with it and we were kicking around the idea of broadband and in that discussion Mr. Alligood shown us a graph with the declining population of Beaufort County. He said those folks, I'm afraid, are lost and what we do and how we act is how we're going to be bringing people back and that's what we need to do in Beaufort County is bring people back into this County. He said I'd like to see young people with children and what we do with the school system is very important as to how we get these folks back in here. He said we could spin things and say it was your tutelage that caused these people to leave but that's wrong. He said you had no more to do with those folks leaving, how or why, than he did with school students. He said so I think we need to work hard in getting people in Beaufort County. He said we need more folks here and we're willing to take them and it's how we act as to whether people are coming here or not.

Mr. Alligood said the only thing relating to the K-12 system, as you recall, in the joint meeting we had with the Boards there was a request, they were looking to change the compensation for the chairperson and the board members because they are currently paid on per meeting basis and they were looking to change that to a per monthly basis. He said so no matter how many meetings they have in a month it's going to be a flat rate. He said you received that information and by statute you have to approve that. He said they ask that you do that under a separate motion from the budget so what we would do, with your consent, is to bring that to you at the June meeting and put that out. He said I will say that Commissioner Booth asked me the question, and I have sent a question to Karen Melonzi at the School of Government to answer the question, is it a conflict of interest for a Commissioner who is married to a school board member who would be the subject of that change, we have two of those, would that be a conflict of interest. He said I have not heard back from her yet. He said you could call that either way and Mr. Cheeseman may have some information on that, but you've asked, and I've asked that question to the School of Government. He said I anticipate they will send us a response and I will let you know as to whether you can participate in that or not.

Commissioner Booth said I want to be the first to say if it's unethical I will not vote but I am in full support of what they ask for, but I don't want to see my name in the Washington Daily News. He said I love all the school board members but I'm in love with the one I'm going to sleep with tonight. He said the thing about it is, I've been seeing the same thing about me and the school board but the thing about it is if it's the right thing to do, please tell me. He said I will step aside when that time happens.

Mr. Alligood said yes sir and I will say I've made that request and I don't know if Mr. Cheeseman would have an answer to that but we'll get that answer. He said just to be clear there is a difference between an ethical consideration and a conflict of interest. He said a conflict of interest may also be unethical but there is a difference. He said one requires you to recuse yourself from that based on statutes where the other is different.

Mr. Cheeseman said I just wanted to bring to your attention that I specifically brought this item to the Board of Education for their consideration specifically after learning, in honesty, where board of educations in region one and region two were with their salaries and stipends. He said I brought it to the Board and helped them understand they had not had an adjustment in nearly 14 years and by looking at other systems of ODM and how other Boards were being paid, actually allowing them to do a stipend just one time a month saves us a lot of paperwork, time, and labor to track hours and all that stuff. He said so they may, in fact, have two meetings a month, recently they've had like four or five but as we come out of the pandemic we may have less. He said we can always go back and check on it but it's my understanding that board members that have a conflict of interest may still be able to participate if, in fact, it blankets all and is not just some. He said that is the advice we've received from our attorney, but I would ask that your attorney look at it. He said specifically I do want you to know I do have the documentation; I can share it with you. He said I can share it again around what all of the systems are making, and this puts them right in the middle, not so far ahead.

Chairman Waters said I think everyone got that at our joint meeting.

Mr. Alligood said the second piece, as we move on, is for the community college system. He said I think the representatives from the community college are here. He said the change that you have, about a 19% increase, it's a little over $500,000 increase. He said the majority of that is related to the support that you told their board of trustees you would provide for the boat building curriculum. He said there's some capital that goes with that. He said they also have some state salary increases that they're anticipating that you match up on but if you have any specific questions, their representatives are here.

Chairman Waters said the capital part is the $500,000 for the boat building.

Dr. Loope said $450,000 for the boat building.

Commissioner Rebholz said the building in Aurora, do you feel it's going to be completely paid for by the state grant.

Dr. Loope said it will have to be. He said we don't have the money to pay for that and we can't use the federal CARES or HERFT or ARP to pay for it and if the building is to be built, and I made it clear to Representative Kidwell, as well as to Mayor Williams that it's going to have to be built using state money. He said as I understand it's money that the State has received as part of the American Rescue Plan, but the College also is receiving money from the American Rescue Plan, which we are prohibited from using for facilities.

Commissioner Rebholz said is there anything this Board can do to support that.

Dr. Loope said well, certainly in terms of the possibility of equipment down there, that's going to be part of the expenditure longer term as we move forward with that. He said we think that's going to be a real catalyst in that area down there. He said we anticipate; we already serve in excess of 400 students a year employed by Nutrien. He said the contractor village will, of course, have folks employed there and we anticipate another 10% on top of what we do for Nutrien, and what we serve in the community as well, PED training from down there as well. He said we've been looking, for quite some time, to have a presence in Aurora and a more permanent presence and this is an opportunity that we did not seek out, but it fell in our laps and we're all to glad to take advantage of it for the betterment of the people down there.

Commissioner Richardson said I can understand the drum beating for this thing but for 40 years the college has conducted courses to supplement Nutrien, PCS Phosphate and whoever else is over there. He said I don't understand why we need to take government money and do something special for one particular company. He said I've got a problem with that. He said it's going to be for employees of Nutrien, they're the only ones who are going to use it. He said it looks to me like it's better from a management standpoint for Nutrien to send those people to the community college and let them get familiar with an educational system itself then to have these special courses just for employees of Nutrien. He said I've got a problem with this because it reeks to me of socialism.

Dr. Loope said first of all I would respectfully disagree that it's just employees of Nutrien. He said it's going to be the contractors who are also employed and work in that area or are contracted with Nutrien, as well as some members of the general public. He said I also think that for one thing it takes an hour to drive to take the occupational lab component of the courses that we teach for them. He said when it comes to pneumatics and diesel engines and so forth they have to drive from Aurora all the way around to the campus, it takes an hour, so it certainly is much more convenient to offer it for them down there. He said as I said I think it's also a catalyst for some degree of economic development in that area which is, of course, in dire straights outside of Nutrien. He said we also think that attempting to serve the needs of Nutrien is absolutely essential for the well being of the County and to some extent, and I think that comprising 20% of the tax revenue for this County we feel it's important to serve their needs and we have for a long time. He said not all of them, I'd like to be able to also provide for them their apprenticeship program, but they won't let us do that.

Commissioner Richardson said you and I have never disagreed over anything before, but I think you just made my case for socialism, thank you.

Dr. Loope said I do have on a red tie.

Mr. Johnson said I've been working with the Town of Aurora and their consultants for five years on the Aurora Industrial Park. He said the park is for contractors too, for Nutrien. He said when we got these monies that came, as you say, through the American Rescue Plan it was a Godsend because most of those companies that are being attracted are actually quite small and they need the education of our citizens to take the jobs. He said the problem we have is that our citizens, as we said earlier, are not educated to a level that companies coming in can just take somebody off the street and use them in a job and this is our major problem. He said we've got people who don't have the skills for jobs that are available. He said Nutrien is going to, 400 people are going to retire in the next 10 years, I want them to be County residents, I want their community college to train them so they can take those jobs and I don't see it as socialism. He said I see it as helping the people of Beaufort County get the jobs that are here in Beaufort County.

Commissioner Richardson said thank you Mr. Johnson, you and I have disagreed before, but it is socialism when government takes benefits and money from people and uses it to help special interest and that's what's going on here and I'm against it.

Chairman Waters said we're going to take a 15-minute break.

Mr. Alligood said Mr. Chairman, real quick, for everybody, eyes wide open, you will be required, the County who is the supporting entity for the community college, you will remember when buildings are constructed at community colleges, you as the supporting agency will get a letter from the state community college system saying do you, as a Board, support this because you will eventually take responsibility for maintenance and ongoing operations for that so you will get that letter. He said to make sure that when it comes, hopefully they fund the building but just wanted to let everybody know, eyes wide open, that you know that. He said as for where you are now, we are complete. He said we were only going through education. He said we were going to start public safety at the next meeting on Tuesday and run public safety through the rest of the budget into the enterprise fund so from a staff perspective, presentation wise, we are done. He said we're happy to answer any additional questions you have about the presentations but from our perspective, unless s there's additional, we're good.

Chairman Waters said so we'll convene until Tuesday night at 5:00 PM.

Mr. Alligood said that is the Boards decision. He said like I said, we are done with our presentations. He said if you'd like to hold more discussions, if you need additional information we're happy to provide that but as for presentations, we have gotten through where we had planned getting through, presentation wise, and that was education. He said we'll pick up public safety on Tuesday, unless there's additional conversation you'd like to have tonight.

Chairman Waters said we're in recess until Tuesday night.

Recessed at 6:58 PM.

The Beaufort County Board of Commissioner met in regular session Monday, June 7, 2021, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

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

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

Chairman Waters welcomed everyone and called the meeting to order.

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

Conflict of Interest Statement

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

No one spoke.

Approval of Agenda

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

Public Hearing – 21/22 Budget

Mr. Brian Alligood said you have at your desk the final manager's message. He said you also have a longevity graph proposal and then you have a budget ordinance based on where we ended at last budget workshop. He said I'm going to start on the manager's revised budget message. He said as you're aware, when I present to you the manager's recommended budget it includes the message that talks about changes and large expenditures and all the ins and outs of the budget. He said what we do is we bring back to you, after you have your sessions, what those revisions to the recommended budget were. He said so as you will recall the recommended budget was presented on May 17th. He said the budget workshops were held on May 20th, the 25th, 27th and again on June 1st. He said you have a public hearing tonight on the budget and the document in front of you reflects the adjustments that were made to the Managers recommended budget during the workshops. He said as you will recall, when the budget was presented, the format in which it's presented, it is a continuation budget which essentially continues the operations you have in place this year into the new year, unless there were changes you asked to make at the planning session. He said then, in addition to that continuation budget we provide to you what we call service expansions or decision packages and those are anything that are new or different to the budget. He said so if there's an expansion or a contraction of services, if there is something new or different, and that includes an outside agency that is asking for additional funding from what they got last year or a new agency requesting funding. He said so those are things that are put together in what we call the expansion budget or decision packages that you look at as we go

through the budget. He said typically we devote a night to service expansions where we have folks come in and speak about them, you have an opportunity to ask questions. He said obviously the budget is the Boards way of getting done what it wants to get done for its constituents, so we give that to you. He said we give you what it takes to continue your existing services and then you make the decision about whether you want to change, add, subtract or do those things. He said the first page of this document, which is the revised manager's message, you will see, and I'll start with the expansion on the general fund side, the Board agreed to add $6,000, that's a reoccurring cost for Cooperative Extension program support. He said there's longevity that the Board approved, that's $195,000. He said there was an approval of a 1% cost of living for all general government employees. He said we also talked about the water fund and solid waste fund. He said that was $218,271. He said there was a reclassification for a maintenance position that was no cost. He said there's about a $6,000 difference but that was going to be made up in the budget, so the Board approved that at no cost. He said there was an addition of five Sheriff Deputies to the budget and that was a total of $275,000. He said there was also an addition of a DSS Supervisor III position $84,336 and then if you go up to the revenue side you will see there's an offset because the State reimburses half of that cost for personnel at DSS so there's an offset on the revenue side of $42,168. He said there was a cost-of-living adjustment for the BHM Library system of $2,721. He said there was a one-time appropriation to the Sydney Dive Team for diving helmets and that was at half of what they requested. He said they $25,000, you appropriated, or you proposed $12,500. He said there was an Economic Development personnel change where they director asked that a position that he had be reclassified. He said you will see in that it's a $13,309 increase for that position however there is a $14,250 offset for that, in that he recommended, and the Board accepted doing away with the NCEast contract that we have. He said there was a switch, at no cost, where you moved the Sheriff's Office vehicles, for this upcoming year, to radios for the Sheriff's Office so that shows zero. He said you essentially took the $200,000 that you had for vehicles and moved them to radios and that will get moved in the budget to the equipment line item instead of the vehicle line item. He said you removed a proposed County storage building for $500,000 from the budget. He said there was an additional $76,404 for the USDA loan. He said you will recall when we talked to you about that it bumped it just a little bit because of the way we refinanced it but you're saving a tremendous amount over the life of the loan. He said you reduced, DSS had a reduction in its contract services by $10,000 and then you reduced contingency. He said we had contingency in the budget around $400,000. He said you reduced that to $213,000 so that took away $242,042. He said at the top you'll also see, on the revenue side, where you took out $450,000 that we had in the budget for your commitment to the Community College for their boat building program to build a building. He said the Board voted to pull that from fund balance and not pull it directly out of the budget in a continuing manner. He said with that, under the general fund, with those numbers, you will add $374,909 back to fund balance. He said on the second page you will see the water fund. He said there are water employees that are paid from the water fund, it is an enterprise fund, they are not funded with general tax dollars. He said so you'll see there's a 1% cost of living which matches what you did for general fund employees that's $14,424. He said the longevity piece is $20,260 and then you approved a work order system that integrates into our existing financial package for water that is $25,000 one-time funding. He said that is offset by an increase in use of fund balance. He said under the solid waste fund we designate two part-time folks, part of their time is allocated to, their general fund employees but part of their time is designated to the solid waste fund. He said so you add up the 1% cost of living, that's $411, the longevity was $680. He said there was a one-time appropriation of $50,000 to do engineering on potential mega-collection sites, one on each side of the County, one on each side of the river that the Boards been talking about. He said then $167,676 for Phase I of collection site improvements, where we're going to go in and make some safety improvements and some other improvements that were needed at those collection sites. He said in that document you will see the changes that were made to the manager's recommended budget that the Board did during their budget deliberations. He said if you want me to I'm happy to go over the longevity piece. He said we presented a longevity proposal, the Board adjusted that, gave us some new criteria to work from. He said we did that. He said it's based on the State model, but it is a beginning program, as of July 1st. He said it does include a f-year look-back for employees and it moves forward on five-year intervals and I'm happy to answer any questions that you may have about that. He said I know that once we got that information from the Board at the last meeting we made some adjustments to get to where the Board wanted to be, and I sent this to you, but I am happy to go over it in detail if you want to. He said I know we had some questions and some clarifications.

Chairman Waters said I think the last copy that you sent was pretty well self-explanatory but if there's a question.

Commissioner Richardson said the $50,000 mega-collection site, can't that come out of some of this Covid funding that we're getting.

Mr. Alligood said no sir, I'm sorry it can't. He said the only thing that's allowed out of infrastructure is water and sewer. He said there is some storm water allowed. He said the only way you would be able to use, actually you can't use it for

enterprise funds or revenue loss. He said the only way you would be able to use some of that money is under the general revenue loss so if Beaufort County had lost money due to Covid, which we didn't, but if you would have you could've taken that off-set and used that money for any general fund obligation you had. He said but, they do not allow you to use it for water or any enterprise fund because I guess what they said was you can raise rates on those and that's the only place we lost a little bit of funding was on the water side where the Governor said you can't charge cut-off fees and those kinds of things.

Commissioner Richardson said in so far as developing those mega-sites and the $9 million that we're getting, why can't we make an application and if we can't do it let them reject us.

Mr. Alligood said they sent out guidelines, treasury sent out guidelines that said this is what you can use it for. He said I don't know that there's an appeal process for that. He said we are bound by what they say. He said what we don't want to do is, I don't know how you would do that, to send it to treasury and expect them to answer that. He said you've seen the rule, the final interim rule and the comments that are going up to them, but they've been pretty clear its water, sewer, broadband, storm water are the infrastructure pieces that are allowed.

Commissioner Deatherage said talking about water, we're talking about water quality right.

Mr. Alligood said actually, the way they define it was anything that was eligible under federal water grant programs or state revolving programs that they're involved in it. He said that's essentially how they looked at it to say whether it was eligible or not so if you were eligible to receive a grant from the state or the feds under those existing water programs, you could use the ARP money to do that.

Commissioner Deatherage said we get our water from the Castle Hayne right.

Mr. Alligood said we do.

Commissioner Deatherage said water quality is important.

Mr. Alligood said it is.

Commissioner Deatherage said being able to have mega-sites with certain provisions where we would be able to recycle and keep waste from finding its way into ditches here and beyond, that increases the water quality, which eventually gets into the pipes and into the homes.

Mr. Alligood said I think you would have a tough time making that argument to them.

Commissioner Deatherage said they made that argument in reverse, did they not Commissioner Richardson.

Commissioner Richardson said I haven't been following you, but I presume they do.

Chairman Waters said I've sat in on two conference calls as it relates to money and what it can be spent on and it's pretty clear, infrastructure, and if you get outside of the infrastructure it's got to be pretty much related to Covid-19.

Commissioner Deatherage said how is broadband related to Covid-19.

Chairman Waters said that's infrastructure.

Commissioner Richardson said so are garbage collection sites, that's infrastructure. He said they do say infrastructure in what I've read and then they define these specific things, but they do not ever say you are limited to just this.

Chairman Waters said there's never been any discussion about an appeals process. He said let's get back to the budget.

Commissioner Richardson said we are in the budget Mr. Chairman. He said they do give you a place that you can call and query. He said do not, do they tell you at the end of that thing that if you have questions you can blah, blah, blah.

Mr. Alligood said you can ask those questions.

Commissioner Richardson said well, ask those questions.

Mr. Alligood said I'm happy to do that.

Commissioner Richardson said let's ask them about developing a mega-site for trash. He said that certainly has to do with public health.

Commissioner Deatherage said and water quality.

Mr. Alligood said it does but in their definition they say its water, sewer, broadband are the three pieces. He said they did allow for stormwater, but they did not allow for anything else. He said we can certainly ask the question, but I've been on calls when it had been raised, I don't know that it's gotten on the FAQ's yet, I'll got back and see because they're issuing rolling guidance on that as we go. He said any questions on the draft longevity. He said I'll take you to the third document that you have in front of you and that is the draft budget ordinance. He said this is the ordinance that the Board adopts, relating to the budget. He said I know the Board has said there may be some changes to this later tonight, so we have provided you the budget ordinance as we understand it from the last meeting. He said if there are changes tonight we would need time to update the budget ordinance as well as the Manager's message because we provide those together when we publish the final document. He said we could, we have a spreadsheet, and we can do that tonight, I don't know how many changes you're planning on, but this is the budget ordinance. He said the final amount is $62,939,626. He said obviously the budget begins July 1st and runs through June 30th. He said you'll see how it is broken down amongst the functional areas, general government, human services, community service, education, public safety, debt services, transfers and contingency. He said in section two you'll see that the budget ordinance is drafted exactly the way it was last year. He said when you put additional restrictions, which you are allowed to do, on the Sheriff's Office and how they allocate their funds, so their funds, specifically, have been listed under salary and benefits, operating expenditures, and capital expenditures. He said then in section three you'll see the authorized full-time positions for 21-22 that are proposed. He said I'll take you back to fiscal year 20-21, we started that year with 382 FTE's. He said during that year we had four chore workers who retired or left and DSS's policy on that has been when they leave or retire we do away with that FTE and we contract that, it helps us to do that so there were four positions that are now contracted. He said the Health Department added two positions. He said those positions came to you during the budget year and you approved those. He said then at the end of the year there were 13 SRO's that were taken out of the budget. He said so starting this fiscal year we were at 367. He said you'll see in the budget this shows 373. He said that is made up of the 367 that you started with at the beginning of this proposed budget. He said you have proposed there are five deputies to be added from the service expansion and one DSS supervisor, so there's your six and that takes you to 373. He said then, as you go through the budget ordinance it lays out how the taxes are laid out and looks at your fire tax, your EMS tax and how those are laid out. He said so that is, essentially, our budget ordinance stays pretty consistent through the years, and we provide you that same document. He said I'm happy to answer any questions the Board may have or let you open the public hearing to hear public comments.

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

Mr. Archie Griffin said first of all I'd like to thank you for your time tonight and allowing me to speak tonight. He said you have a copy of my speech in front of you and I'd also like to point out my Chairman from Soil and Water is here tonight, Mr. James Allen. He said my name is Archie Griffin, I own and operate Griffin Farms just outside of Washington North Carolina with my Mother and Father. He said I come before you tonight, not only as a concerned farmer, business and landowner and voice for the agricultural industry but as a publicly elected supervisor for the Beaufort County Soil and Water Conservation Districts. He said some of you may be aware of this conservation board, but you may not be aware of its services and what we offer County residents, landowners, and the impact it has on the County. He said the mission of the Beaufort County Soil and Water Conservation District is to promote the wise use and management of the natural resources within its boundaries by providing leadership, technical excellence, and education reform to the citizens of Beaufort County. He said while trapping beavers and removing debris from our streams and tributaries is what we are most known for, our responsibilities are far more reaching. He said through a joint effort between the USDA Natural Resources Commission and conservation service we are able to provide County residents and landowners consultative assistance, technical and financial assistance, technical assistance to units of governmental, as well as cost share and educational

programs. He said I'll also point out we are in charge of lagoon monitoring for water quality. He said according to cost benefit analysists that have been conducted over the years, in 2009, for every dollar that the County appropriates to the Beaufort County Soil and Water Conservation District, $4.82 was received from local, state, and federal resources. He said in 2012, this number rose to $5.86. He said for the most recent costs benefit analysis, conducted in 2017, that number rose to $7.40. He said quick math will show you that is roughly a $0.30 to $0.35 increase every year in money received. He said judging from the early numbers our County is expected to see a significant rise in funds it receives from local, state, and federal sources for assistance in programs for County residents and landowners. He said meaning for every dollar of appropriation to the Beaufort County Soil and Water Conservation District, the County would receive well in excess of $8.00 in return. He said I come before you tonight to request an additional reoccurring $3,000 for the Beaufort County Conservation District to be distributed evenly to the salaries of our two full-time employees. He said I would not stand here before you asking for this increase if I did not believe it was justly warranted. He said since 2002 our Technical Assistant position has been filled and vacated a total of five times. He said three of these have occurred since 2016, with the most recent position being filled in 2019. He said since the position has been filled our Technical Assistant and Office Manager have successfully cleared a four-year backlog of work. He said if you do the math this is roughly a 60% turnover rate since 2016. He said due to various restrictions we are unable to offer our employees a pay increase, otherwise, we would've already done so ourselves. He said over the years I have had the privilege to be a member of the Beaufort County Economic Development Board and Board Member of the Board of Trustees for Beaufort County Community College. He said during this time I have heard and witnessed countless times how hard it is not only to attract and keep quality employees but attract and keep younger employees and individuals in the County due to tough competition we face from neighboring counties that often can offer more services and larger salaries. He said I ask you Commissioners to grant the additional $3,000 in funds for the salaries for two employees to make sure we keep two highly trained employees here in Beaufort County and to ensure that our constituents, that your constituents and landowners are not faced with a backlog and future work due to a predicament that could've been avoided.

Chairman Waters said Mr. Griffin was the only one who signed up, is there anyone else who would like to speak specifically on the budget.

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

Public Comments

Mr. Tandy Dunn said I'm a resident of Beaufort County. He said on May 1st my grandson Logan was involved in a serious ATV accident. He said he is currently at the Cincinnati Children's Hospital with traumatic brain injury. He said nothing can describe the anguish and heartbreak when my daughter called crying and upset with him in Ohio and us in North Carolina. He said parents, please make your children wear a helmet when riding ATV's bikes and motorcycles. He said on a side note, he's doing better every day and we hope to have him home by the end of the month. He said on May 4th my other daughter called crying and distraught also. He said it seems that her, her husband, my nephew, and my brother-in-law were all fired from the Sheriff's Office that day. He said I realize the Sheriff is a constitutional office and he can fire you any time but four family members at one time, what did they do. He said as far as we can figure out it's because they were kin to me or maybe because Scott Hammond is running for Sheriff and other family members are helping him get elected. He said we don't know, and he won't say. He said to the current members of the department, we support you but realize he can fire you today also. He said understand that some of you had to do things that he told you to do that you did not like or agree with, watch your back. He said during the budget process Charlie Rose was asked about a report and he said the person that did that report isn't doing it anymore. He said it's because my daughter Kasey, who he fired, did that report. He said Sheriff Coleman says he's a Christian man. He asked is it Christian like to fire four family members. He said people who have been devoted employees, who had no disciplinary actions and who, up until that point, had supported him and he cannot say it's because of the budget because that has not been finalized yet. He said he's still getting the money for those positions. He said I call BS and Sheriff Coleman, any time you want to you can bust in here at the back door like you did like the Kool-Aid Man, and defend your actions.

Mr. Earl Carney said I am a resident of Beaufort County. He said I'm here this afternoon to ask you to look at the possibility of installing, at each one of our waste management facility a drop box that people, our citizens, can put their old flags in. He said two or three years ago I replaced my flag. He said I had no idea where I could take this thing. He said I knew I

could burn it myself, but I didn't want to be seen out in the front yard burning the flag. He said a lot of people wouldn't understand that. He said so I thought, perhaps, we could put drop boxes at each one of our waste management facilities. He said not only will that solve that problem, but we've got a lot of people that fly these flags every day. He said it would give them, it would create awareness in those people that are going by just to drop off their trash. He said a lot of people aren't aware that we have areas in the County where you can drop off a flag. He said Chairman Waters sent me an email delineating those drop places, but nobody is aware of it. He said if you put these boxes out there, like they do for our postal service, put an American flag logo on it and describe what they're there for I think it would not only create awareness but would be useful too. He said it would create people to reflect on what is this flag doing here. He said before I came up here I was thinking about the Marine's and you know, we had flag day recently, June 6, 1944. He said a lot of people don't know what that day is, that's the day after the 5th for most people today but on Mt. Suribachi, does anyone know what Mt. Suribachi was.

Commissioner Deatherage said Iwo Jima.

Mr. Carney said Iwo Jima. He said thousands of Marines died there to raise one flag so if we can put these drop boxes out there for people to have the opportunity to dispose of their old flags I think it would be a worthwhile endeavor on your part and it would certainly make my heart feel good.

Ms. Dawn Brinson Slann said I'm a resident of Beaufort County, a small business owner and taxpayer. She said I have attended a portion of the budget meetings held over the last month to review and approve the budget for Beaufort County. She said for the amount of paper for the number of additional individuals in those meetings for this budget and the time spent by those that support this, I half expected the review to include the budget for more than Beaufort County. She said I commend each and every one of those persons that stood before you during those meetings to answer questions and provide information for that review. She said I'm sure most, if not all that were here for those meetings, in addition to the numerous hours and meetings they had to attend prior to your review to pull the budget information together. She said as a taxpayer in this County I appreciate their hard work and I'm thankful for their efforts. She said so while there have been five meetings held about this budget and another scheduled, in addition to tonight's meeting, I ask each of you to reconsider this process and review remitting these budgets. She said I'm also asking that you consider the professionals that work with the Beaufort County budget and trust their ability to monitor and utilize the money approved. She said as an outsider looking in, this process seems more onerous than a teenager asking for gas money that he earned in a bank account managed by a miserly parent. She said I have reviewed the process used in a similar sized County and believe there may be an opportunity for improvement. She said until there is a reason to scrutinize the details of every line would you consider asking high level questions where needed, relying on the talent you have in place with the individuals that pull this information together and focusing your attention on the people of Beaufort County. She said I am just about to complete the Leadership Class offered by the Washington Chamber of Commerce. She said as a result of participating in this class I've had the opportunity to see across most of the agencies and groups that make up Beaufort County Government and services, all of which have steps through the budget process. She said the numerous services and programs in this County are a true benefit and I'm hopeful, as a taxpayer that these programs remain in place and are funded, as they absolutely support the vision and growth for our County. She said during the most recent leadership session on Beaufort County education the school superintendent shared the tireless efforts of everyone on his team to pull together over the last year to help the students of Beaufort County to make it through the remainder of the 19/20 school year and the 20/21 school year during the pandemic. She said when the educational teams for the Beaufort County Schools began to implement changes for mandatory learning they learned that more than 1,000 children in the County had no access to internet. She said they quickly worked to implement a short-term solution so that students would not lag in their learning because of the gapping technology hole in our County. She said while this solution may work in the short-term for the school year the long-term solution is that broadband be placed in those parts of the County where it doesn't exist today, and it must be sustainable. She said this Board has the perfect opportunity to assist with meeting that need with the funds offered by the American Rescue Plan Act. She said as you review this ongoing issue and hold the additional meetings at locations across the County, please remember that not every household can afford a computer, but most have smart phones and use them like a computer. She said while I understand this may not be an important matter to those that use older technology, such as flip-phones, land lines and fax machines, it's a very important matter to the taxpayers of Beaufort County and to the more than 1,000 children that did not have what they needed for their education. She said access to broadband and decent phone services are a necessity for their learning and growth and the success of Beaufort County. She said I would like to ask that you spend more time reviewing the true needs of Beaufort County and less time examining the inconsequential line items of the County budget.

Ms. Patricia Garrison said it seemed like only yesterday we were talking about taxes. She said I understand that taxes are a necessary evil, but do we have to be this evil. She said I understand that there was a motion made by Commissioner Deatherage during the budget workshop to lower our taxes 3 cent on the $100. She said four County Commissioners voted against lowering your taxes. She said shame on you. She said we are in an unprecedented time in history where there was an attempt to destroy our economy. She said there are businesses closing, there are people losing income and I keep hearing that we are lucky because people are paying their taxes. She said do we have a choice because if you don't think if you don't pay your taxes, they'll take your home and they'll take your business. She said we don't have a choice; we have to pay our taxes. She said shame on you if you voted to not lower our taxes. She said I also understand, in addition to the private sector losing their businesses and losing their income that we're granting an increase in the salary of government employees. She said there are no private sector businesses that are giving their employees raises. She said most people are not getting raises this year, they didn't get raises last year and they're not getting raises next year. She said why are you giving government employees raises. She said we have a flat budget; we have an expansion budget, and my understanding is we're increasing the budget by $900,000. She said am I reading that correctly. She said that was in the newspaper, if you can understand the Beaufort County newspaper. She said I guess as a concerned citizen and a member of the private sector we have to get this budget under control, we have to get spending under control. She said if we're losing businesses and we're losing population, why are we offering increased expenses to the people who pay taxes. She said are we raising taxes, no, but we're taking money out of the fund balance, which eventually will have to be paid back. She said I'm asking County Commissioners to think about what it is to work in the private sector. She said to think about what it is when you're losing your business and possibly being faced with losing your property and your home because you lost your business. She said as of four weeks ago 110,000 restaurants in the United States closed and will not reopen. She said how many people do those restaurants employ. She said we have businesses in Beaufort County that the doors are shut, and they don't know when they're going to open again because they can't find people to work. She said I'm asking the County Commissioners to be good stewards of my money and your money.

American Rescue Plan Act Suggestions

Chairman Waters said at this time I'm going to open it up. He said we didn't have anyone sign up for the American Rescue Plan Act suggestions. He said is there anyone else that would like to speak to that. He said if not I'd like to remind the public that we have three public meetings set up. He said all of them start at 6:00 PM. He said all of them are at volunteer fire departments. He said the first one is June 15th that's going to be at Blount's Creek. He said June 22nd will be at Old Ford and June 28t will be at Pinetown. He said all these are at volunteer fire departments. He said once again I'll remind you we did not have these inside the municipalities because all seven of the municipalities have their own money flowing to them and I'm assuming they're going to have something very similar.

Legislative Updates for Elected Officials

Chairman Waters noted there were no elected officials asking to speak during the meeting.

Items for Consent

1. Budget Amendment, DSS
2. Budget Amendment, DSS
3. Budget Amendment, American Rescue Plan Act Funds
4. Year End Budgetary Transfers
5. Approval of 2020 Local Water Supply Plan
6. Surplus, Tax Assessor Office
7. Tax Assessor Refunds
8. Tax Collector Refunds
9. Resolution, Relocation of Graves

10. Approval of Minutes

Commissioner Richardson said I have a couple questions about two of them.

Chairman Waters said you want to pull those.

Commissioner Richardson said the one on year end budget transfers and water purchases.

Chairman Waters said items #4 and #5. He said we'll pull those and place those when Ms. Smith and Ms. Radcliffe are speaking, we'll pull those up.

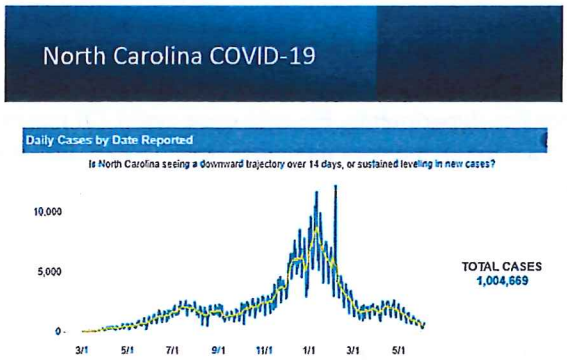
Motion: Vice-Chairman Langley motioned to approve Commissioner Rebholz seconded.

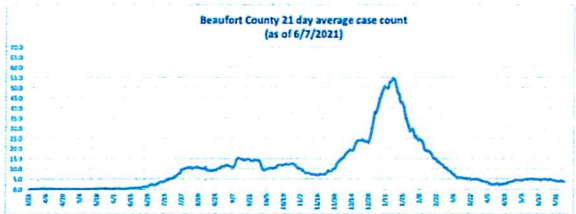
Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

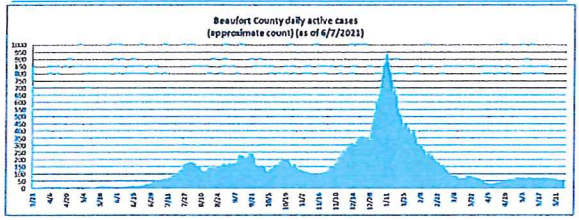
See Addendum 1

Covid – 19 Update

Mr. Jim Madson said I'll try to be as quick as possible. He then gave the following presentation:

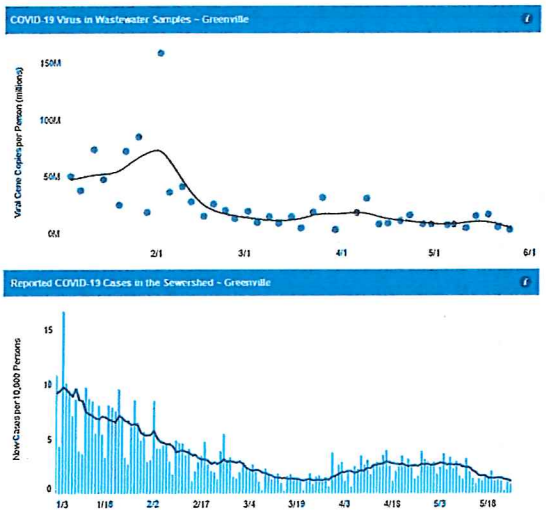






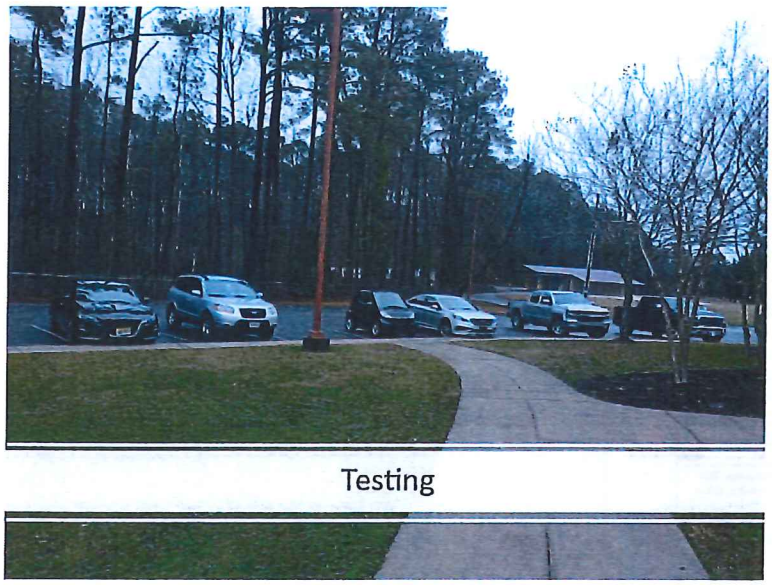
Monday, June 7, 2021		
Tests conducted on Beaufort county residents (to date)	43,493	
Total cases (tested positive)	4,667	
Total hospitalizations that have occurred	253	5.4%
Total Deaths*	95	2.0%
Average age of deaths (years)	78.2	
Known active cases currently in the county	48	
Currently hospitalized	2	4.2%
Currently on a ventilator	1	
Total cases recovered	4,524	96.9%
Outbreaks and Clusters		
Nursing Home	-	
Residential Care Facility	-	
School	-	
Childcare	-	
Deaths* from long term care facilities	46	48%

*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.

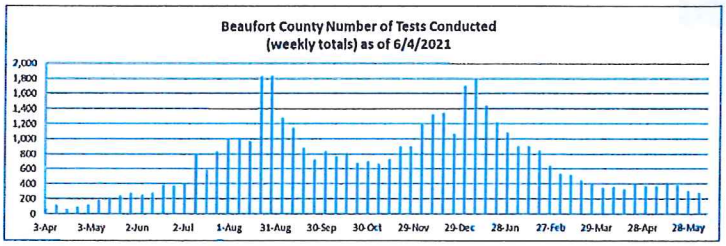


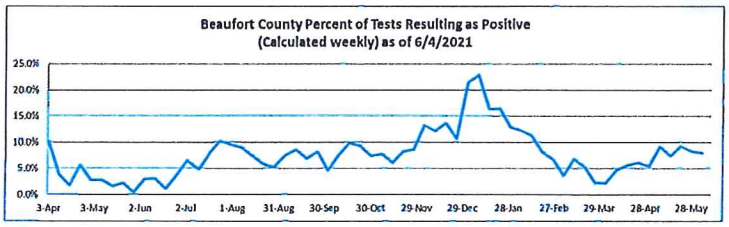
Other Info

- U.K. variant (Alpha)
- South African variant (Beta)
- Indian variant (Delta)



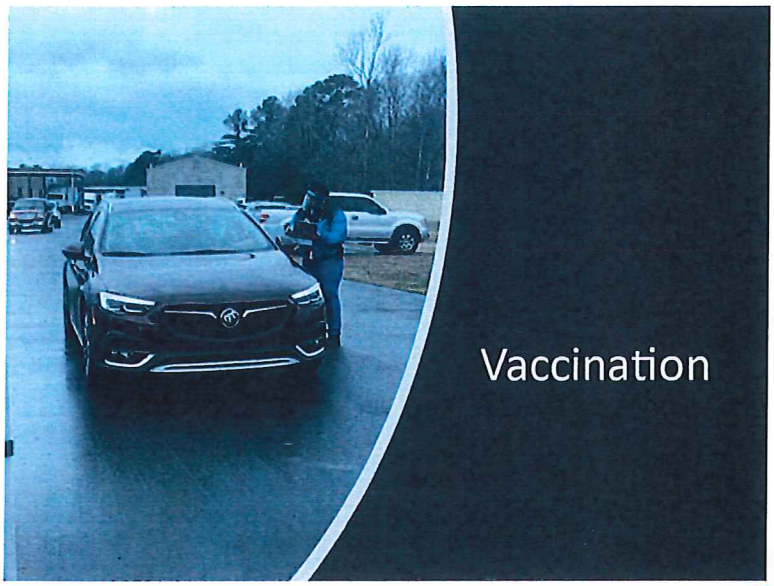
Testing

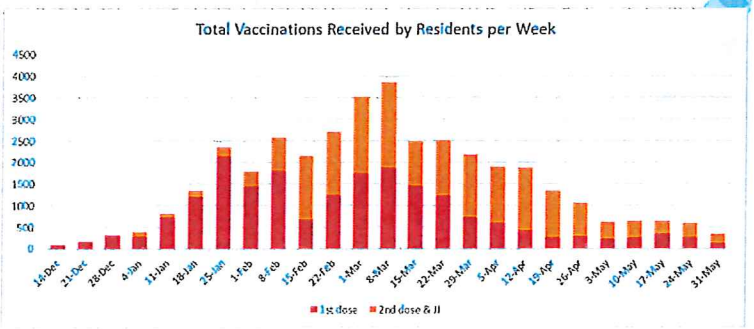




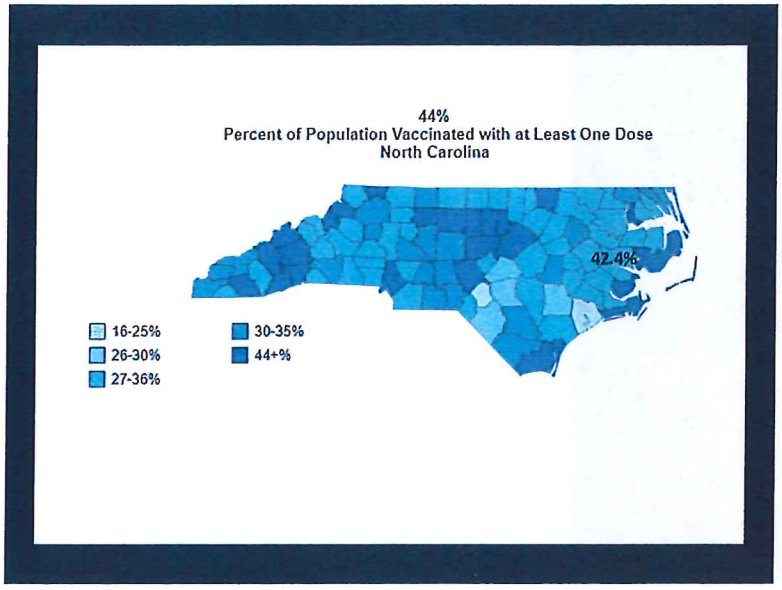
Test Sites

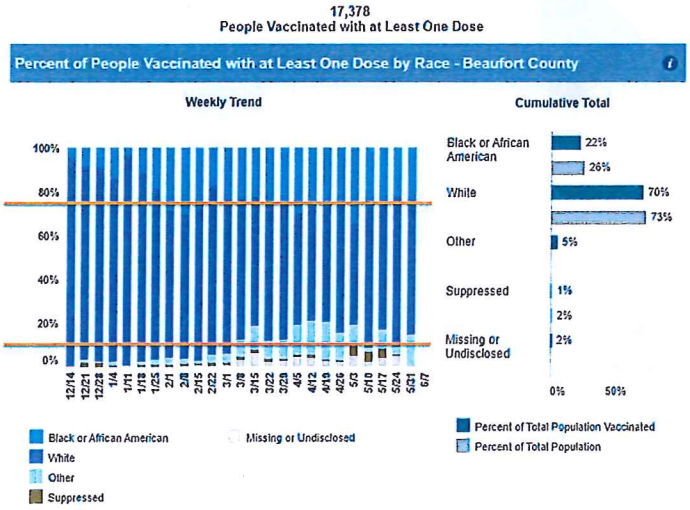
- **Workdays – 8:30AM to 11:00AM at the Health Department**
- **Mondays – 10AM to 4PM at Fresh Anointing Church in Aurora**
- **Tuesdays - 9AM to 1PM at Cornerstone Church**
- **Wednesdays – 11PM to 5PM at the Wilkerson Center in Belhaven**
- **Thursdays – 9AM to 4PM at Ruritan Club in Bath**
- **Fridays – 10AM to 4PM at Chocowinity Fire Dept**
- **Reminder that most medical clinics also offer testing**





Monday, June 7, 2021	Local Program	Federal Program	Total	
Beaufort County Population (NCSCHS)			47,079	
Residents that are partially vaccinated against COVID-19	17,378	2,577	19,955	42.4%
Completed COVID-19 vaccine series (all vaccines)	16,348	2,079	18,427	39.1%
Total Doses administered			38,382	
Population over 65 years of age (NCSCHS)			11,281	
Over 65 that have received first dose of COVID-19 vaccine	8,863	618	9,481	84.0%
Over 65 that have completed series	8,501	561	9,062	80.3%
Adult Population (18 and older)			37,758	
Partially vaccinated			19,955	52.8%
Fully vaccinated			18,427	48.8%





Other Vaccine Info

- Now offering Pfizer for those 12-17
- Multiple vaccination location options available for residents
- Triumph Church vaccine event in conjunction with Pitt County (June 11 th from 9:30 to 3:00)

Appreciation Reception

- Friday June 18 from 12:30 to 3:30
- Building 10 at BCCC
- For workers, volunteers, and others that helped with Testing, Call-center operations, EOC operations, and Vaccination efforts

Mr. Madson asked if he would be allowed to close the Health Department for the Appreciation Reception.

Chairman Waters asked if anyone had any objections. No one spoke. He said by consent, you can do that.

Commissioner Walker asked how many people are on a team that shows up at the vaccine sites or the testing sites. He said how many people does that usually involve.

Mr. Madson said the team that's doing the testing, I think that's about four or five. He said that's run by Optum. He said the rest is run by us, the Health Department.

NCDOT Presentation

Mr. Jeff Cabaniss said I wanted to come to you this evening. He said we have a proposed safety project on 264 on the western side of the County as you come into the County. He said the intersection of 264 and VOA. He said we've had an uptick of accidents. He said our safety, our traffic safety group has been monitoring that and over the last 10 years you've been averaging around 3 accidents per year. He said some years more, some years less. He said so we have the ability now, because of the amount of accidents we can get safety funding for that. He said we can put in what we call a reduced conflict intersection at VOA. He said it's exactly like what we're doing on 264 in front of Beaufort Community College and the one we did years ago at Asbury Church Road on the eastern part of the County. He said that's what we're proposing. He said you have the mock-up of our concept plan. He said since it's out near Cratchets and we're already done that, we've kind of extended it on both sides of VOA a little bit. He said we started at the County line, basically, and tied in to all the crossovers between that and Cratchets store. He said we'd make leftovers on the side streets and a couple U-Turn bulbs for larger vehicles. He said we do that when you have a lot of industry and potential for larger trucks. He said we want to be able to have the larger trucks be able to make U-Turns at those bulbs and usually cars can make U-Turns at the leftovers at the other intersections so I just wanted to bring that to you and seè if you would support it. He said our safety group usually doesn't move forward with the funding until they get the feeling from the Board so if you are for it we can move forward with the project. He said I don't have a timetable for it yet but we're waiting on you to make the first move and go from there.

Chairman Waters said one of the handouts we got on our table tonight, if I understand, it shows 31 accidents at this intersection.

Mr. Cabaniss said yes sir. He said that was a report from, it's a 10-year report and since that was finished, that report covered up to March 2020 and since March of 2020 through the end of May you've had an additional 8 accidents, one being a fatality. He said six out of those eight were left turns and that's where the reduced conflict intersections help out because it prevents the T-Bone crashes, which are the most severe. He said we have the most fatalities and injuries on those

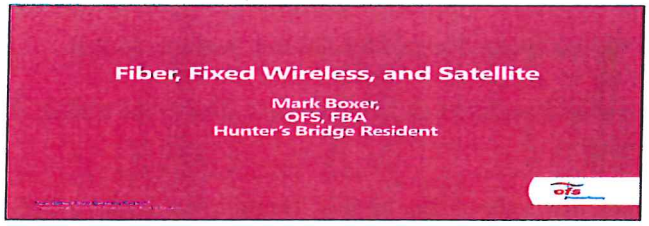
types of accidents. He said it's a problem that's been around and it doesn't look like it's going away and since the last four or five years it's up-ticked a little bit. He said back in 2010 and 2012 you didn't have any but in the last four or five years you've been seeing four or five accidents on average.

Motion: Commissioner Rebholz motioned to support the safety project. Commissioner Walker seconded. The vote was unanimous.

See Addendum 2

Broadband Discussion

Mr. Alligood said do let me tell you, we had a minor glitch a little while ago and you guys weren't streaming live but we're back up now. He said Mr. Boxer is available and I'm going to call him. He said Mr. Boxer said he'd be happy to take any questions you have. He said he is in Atlanta, but this is very important to him, and he wanted to share this with you.

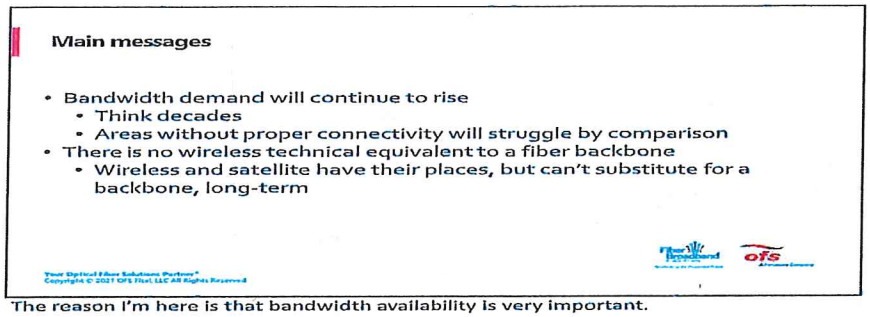


I'd like to thank Chairman Waters for the invitation to speak about the topic of fiber, fixed wireless and satellite.

A little background. – I live in Hunter's Bridge and have worked from home there for the past 10 years, fortunately enabled by a fiber connection. I'm a degreed engineer and have worked in the fiber industry for 33 years. I currently work for OFS, which is the fiber optic arm of what was Bell Labs, and have also worked for Corning and AFL. OFS makes fiber and cable in and around Atlanta with headquarters there and with additional factories around the US and the world.

I'm also on the Technology Committee and Board of Directors of the Fiber Broadband Association, an association to promote fiber deployment.

1



The reason I'm here is that bandwidth availability is very important.

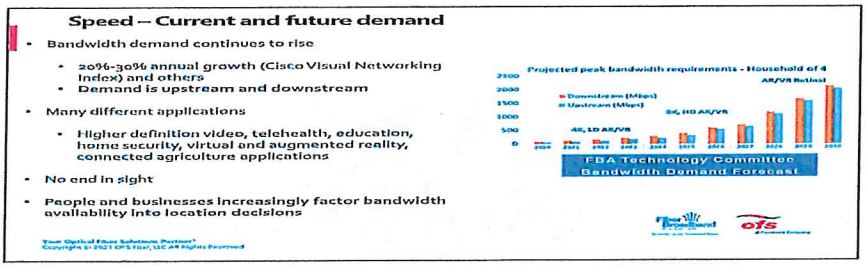
The main message I want to deliver is that bandwidth demand is continuing to rise very rapidly, and we should think abut the communications grid over a span of decades.

We're already seeing a "digital divide" where area proper connectivity will struggle by comparison. A Vice President of an electric coop,

Charles Phillips – Gibson EMC – 21 counties in Western Tennesse with no Wal-Mart said it best. "If they build it, they may not come. If we don't, they will leave". Even with very low density, fiber networks can be cash flow positive, building fundamental infrastructure for their community. He gave a presentation about a year ago...can arrange for you to view it if interested.

There's no wireless technical equivalent to a fiber backbone. Wireless and satellite have their places, but can't substitute for a fiber backbone long term. Anything short of a fiber backbone will need to be continually upgraded, and even fiber will need to have the electronics changed out on a regular basis, but that's much cheaper than the forklift upgrades that take place with wireless. With satellite, the county is completely at the whim of the satellite providers.

2



Bandwidth demand continues to rise at a very rapid clip. Cisco says 20-30%/year, and Ookla, who runs "speedtest" and others say similar. One thing that's crucial and different is that demand is now upstream and downstream to and from the end user.

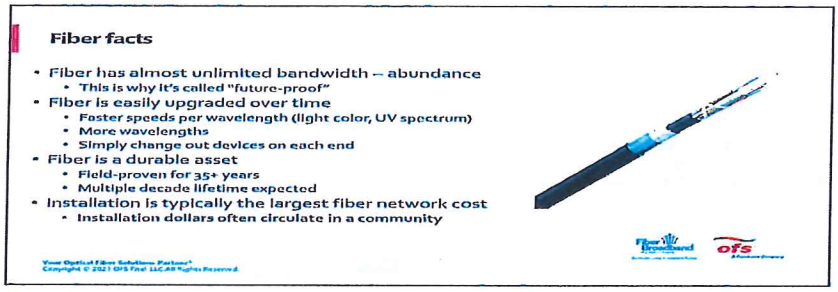
There are a ton of different applications, with 4k video, telehealth, distance learning, home security, etc.

The important thing is similar to computer hardware speed increases, there's no end in sight.

The graph on the right was put together by the Fiber Broadband Association, and I was part of the development. We looked application by application at potential demand from a family of 4 as various technologies are adopted over the next decade. There's an element of crystal ball with the forecast, but it essentially follows trends that are already in place and is in basic agreements from other forecasts with different methodologies.

The main message is that there's no end in sight to future demand use, and like with electric power, if you don't have it, you'll need to ration.

3



Some basic facts about fiber.

Fiber has almost unlimited bandwidth. It enables bandwidth abundance, which I'll contrast later with bandwidth scarcity from wireless sources. When I ask our PhDs about the ultimate capacity of fiber over short distances, they laugh. We don't know yet how to fill it up.

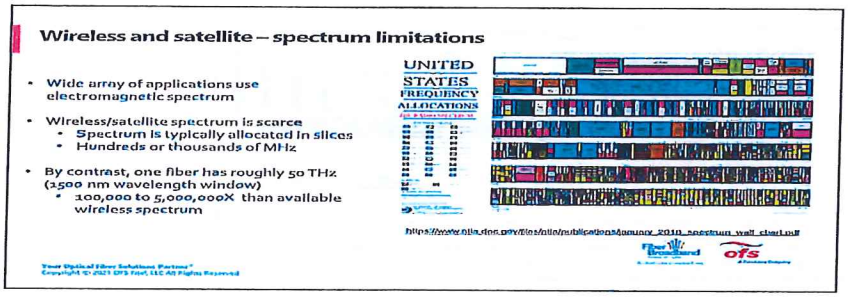
Fiber is a closed system. It's easily upgraded over time by either changing to faster speeds over the same wavelength (color of light) or adding additional wavelengths. In most cases, upgrading is as easy and plugging in different devise on the ends.

Fiber is a durable asset. It's been deployed now for 35+ years. I'm often asked how long fiber will last, and my answer is that I don't know, to the long end. It's similar to asking how long will my desk last. If it's installed and maintained properly, we know that it'll last 30+ years because that's already happened, but there's no reason it won't last way, way longer.

Installation of a fiber network is typically the largest cost. Fiber itself is very inexpensive and can be less expensive than fishing line. The good thing about

4

Installation dollars is the often circulate in a community.

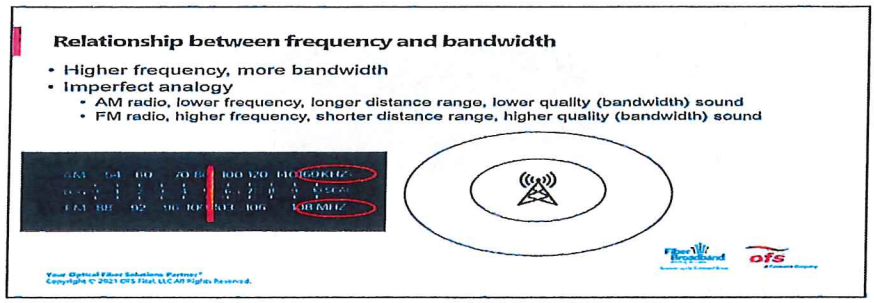


I mentioned on the last slide that fiber brings bandwidth abundance. Contrast that with the spectrum used by wireless and satellite applications. The picture is a graph of different applications that use regulated electromagnetic spectrum. You can go out to the NTIA website and see this. To me, it's absolutely fascinating to see all of the uses and slices, but this fundamentally explains why fiber has abundance and wireless/satellite spectrum is fundamentally scarce.

Spectrum is typically allocated in slices of hundred or thousands of Megahertz. Wireless engineers then take that spectrum and try to use it in the most efficient way they can. This is called "spectral efficiency".

Contrast that with a single fiber, which has roughly 50 Terahertz of bandwidth, which correlates to hundreds of thousands to millions of times more available bandwidth.

5

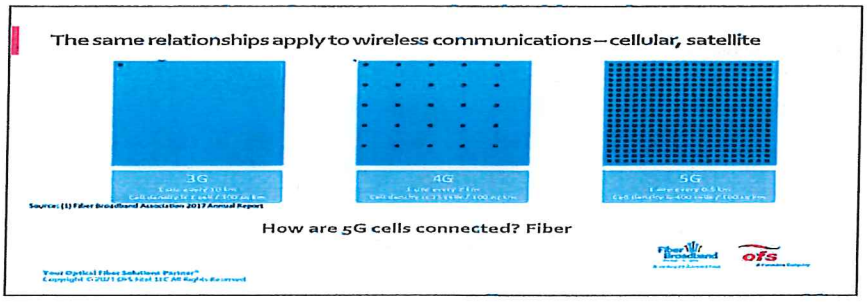


When we talk about wireless applications, we often talk about frequency and bandwidth and there are some general relationships that hold.

Higher frequency means more bandwidth, and higher frequency often means smaller lower distance that's covered.

AM and FM radio is an imperfect analogy to illustrate the concept. It's not perfect, but generally, AM is broadcast in KHz and FM in MHz. MHz gives higher sound quality and the ranges of the signals are smaller. There's more going on there, but it's a start to illustrate the next few slides.

6



I started with the AM/FM analogy since most people have some familiarity with radio ranges and quality. Now, we apply this to cellular communications.

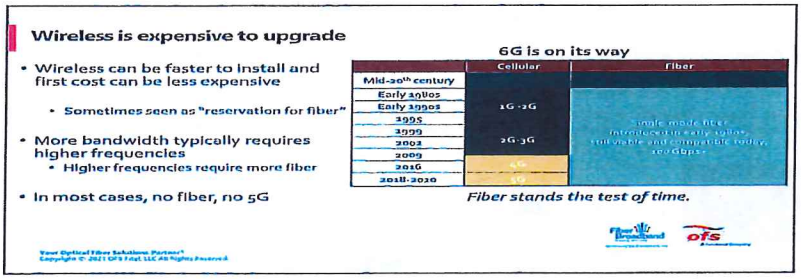
Note the illustration above. 3G was transformative in the 2000s, but now it's seen as ancient. One cell site could cover a broad area.

As 4G came on the scene in the early part of the 2010s, more cell sites were needed since the frequencies and bandwidths were higher.

Fast forward to 5G, whatever that actually means, and even more cites are needed. How are all of these sites connected? Especially with 5G, most of them need to be connected with fiber for 2 reasons:

1) Fiber gives the bandwidth that can enable 5G to fulfill its promise
2) Spectrum is typically so expensive that carriers want to use it only to provide services to end users, not to provide the backhaul service to the cells

7



Wireless services have changed the world, and fiber and wireless have worked in complement with each other throughout my career.

Since I've been in the industry, people have been asking when wireless overtakes fiber, and my answer is "never". That's because wireless services provide the end connectivity to customers, but fiber is needed to carry the traffic back to whereever because spectrum is so precious. This is why most wireless networks are almost all fiber now except from the antenna to the customer.

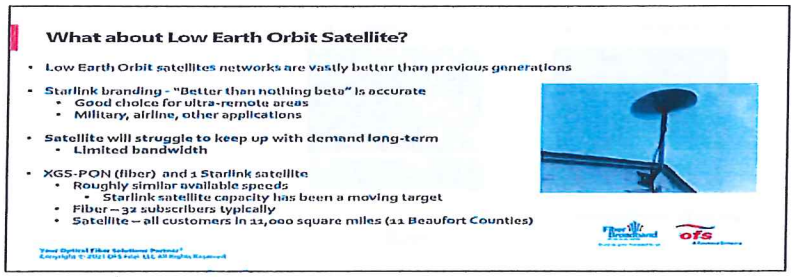
Wireless can be faster to install and first cost is less expensive, so it's often seen as a "reservation for fiber". Put wireless in, gather customers to your service, then fill in with fiber and move the wireless equipment on to somewhere else.

However, as we discussed earlier, more bandwidth typically requires higher frequencies and higher frequencies require more fiber. In most cases, no fiber, no 5G.

Wireless is also very expensive to upgrade. Since the 1980s, we've been through many "Gs, 2G, 3G, 4G, and now 5G. We're a long way away from full 5G deployment, and 6G is already in development.

8

In contract, the single-mode fiber we've deployed since the 1980's is very similar to that of today. Today's fiber is much higher quality, but the designs are similar as to those from the 1980's, which is why we hear that fiber is "future proof".



What about low earth orbit satellite like Starlink or Kuiper?

These networks are vastly better than previous generations, and that's very good news for people in ultra-remote places. I'm sure there will be significant demand for their service from military, airline, and many other sources. However, just like wireless, satellite is going to struggle to keep up with demand long term. I've already seen several studies that highlight that Starlink won't be able to meet the commitments they've already made through RDOF, not withstanding additional growth.

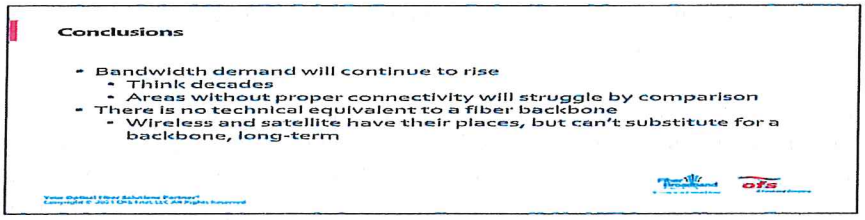
The fundamental problem will remain scarcity.

Compare a fiber to the home network and a Starlink satellite. Fiber running XGS PON has 10 Gbps up and downstream and we're seeing lots of providers deploy this today. This capacity typically serves 32 subscribers.

I've seen Starlink satellite aggregate capacity numbers anywhere from 12-20 Gbps, and it seems like it's a bit of a moving target, which is to be expected since it's a new service and there some of its spectrum use is disputed.

9

A Starlink satellite covers 28,000 square km or around 11,000 square miles and the population in that area.



10

Mr. Alligood said I have Mr. Boxer on speaker phone so if there's questions from the Board and thank you Mr. Boxer for being with us tonight.

Commissioner Walker said if we build this backbone on both sides of the river how does it work, let's say I'm in my truck and I'm traveling to the far reaches to the south side. He said am I buying a subscription that allows me to log on, I'm guessing a portion of this will be wireless even though you've got fiber optics running down both sides of the river. He said is that true.

Mr. Boxer said what I can tell you, I am not with RiverStreet so I can't comment on the specific proposal. He said what I can tell you is what typically happens with backbone capacity and telecommunications in general is that ultimately you have to have fiber to take you out to the nether reaches and generally that last section from the fiber to wherever the last case is, is going to be wireless. He said I don't know if that specifically answered your question and I'll take follow-ups to that but typically you have the backbones that are used over fiber and then those backbones are used to connect to some kind of wireless equipment or fiber to the business or home depending on what is done. He said but if you've got a connected tractor then it would make sense to have that tractor connected to wireless because you're certainly not going to have a fiber connected to it. He said typically the last point is going to be wireless. He said one of the points that I wanted to make is that as the bandwidth demands go up for specific applications then the reach of those wireless, the reach of the wireless equipment goes down and so that means you've got to have more fiber to reach more cell sites and that was one of the keys of the 3G, 4G, 5G illustration on slide number 7.

Commissioner Walker said would the fiber be more protected to, say, sunspot activity or electro-magnetic pulse activity.

Mr. Boxer said so would it be more, so generally fiber is, you get into the real technical arguments but generally fiber is being seen as, your kind of independent of those kinds of pulses. He said those pulses are going to be underground so if you're talking about fiber and lightning strikes, there can be some effects in some very esoteric use cases but in general fiber, we don't worry about electro-magnetic activity disrupting fiber.

Commissioner Walker said is it relatively easy to repair.

Mr. Boxer said relatively easy is, that's a relative term and it depends on how the network was designed and where the damage occurs but ultimately in most situations providers are going to set up their networks, so it is easy to repair or at least relatively easy to re-splice, just re-slice the ends together or put an additional link in between. He said it depends on

how the network is set up but absolutely, when you first install it you splice things together and the repair process is going to be a version of that.

Commissioner Deatherage said still speaking about the wi-fi, wireless, I assume there will be microwave towers used and while you're not with RiverStreet, can you tell me about what the speed would be for the wireless as it is moved from the fiber optic to the towers and then down to the folks using it.

Mr. Boxer said that's a great question and when you get into this the interesting thing about 5G and wi-fi, 5G has gotten so much publicity and the promise of 5G has gotten blazing speeds so potentially a gigabit to a telephone, a telephone site and then 20 gigs to a cell site. He said so 20 gigs to a tele-site location and then that would give you the capacity to serve 1 telephone with 1 gigabit per second, which is a blazing speed. He said so that is then promise of 5G but the reality of 5G is that with a lot of those networks you're deploying in the 28 to 33 gigahertz range and there are different bands associated with 5G and that's why I say that the 5G, whatever 5G is, the definition of 5G is somewhat disputed and so different carriers have different versions of 5G that they deploy with different speeds and different ranges for the equipment. He said so with the gigabit version, in the very high-speed regime, you're looking at the distance from the fiber backbone to the end user in the 1000-foot range. He said that's why on slide 7 there were so many dots so as the speeds go down you can, and the frequency go down you can get smaller amounts of that. He said but it's all related so the higher the bandwidth, the more bando's you need the smaller that distance is and then the lower amount of bandwidth that you need then the longer that distance can go. He said sorry for the dissertation, but does that answer the question.

Commissioner Deatherage said yes it does and I have one follow-up question. He said you may not be able to answer this, but you've probably proselytized on the distribution of this product, the cable products that we have in the County, the backbone will be traveling throughout the County on north and south side, primarily the south side. He said is it going to be possible for someone who lives in a cable area, Suddenlink area, let's say them for now, would they be able to use this other product. He said I see the Manager shaking his head.

Mr. Boxer said I think I understand the question, that's actually something I really can't answer. He said what I can do is give you more of the technical information around what the different technology can do. He said the specific proposal, that I've got to refer back to that so who's going to be able to use what and under what circumstances is really not something I feel I'm qualified to answer.

Commissioner Deatherage said Mr. Manager, at some point in this discussion can you answer that.

Mr. Alligood said my understanding, with the RiverStreet proposal is that they're going to serve unserved and underserved areas. He said that's their mission because they are a cooperative and that's what they're goal is so if you're looking for them to serve in an area where there is an incumbent provider where there's already service, that's not where they're going to go first. He said they're going to areas that are under served or un-served. He said that's just their mission, being a non-profit cooperative.

Commissioner Rebholz said if we build this backbone and you end up with 5G cell sites, I assume that we have to make sure that those cell sites can accept multiple carriers.

Mr. Alligood said let me kind of take that one. He said the proposal for RiverStreet, and this is, the Proposal that came from RiverStreet was that you put in a fiber backbone that would be owned and managed by RiverStreet with revenue sharing for the County and that they would use, like Mr. Boxer said, certain areas they would use wireless so that they could get it to, we talked about them using our water towers and vertical assets and they could run fiber to those and then do wireless to get to that last mile if they had to. He said then, as they were able to build out, eventually get fiber to everyone.

Commissioner Rebholz said based on what we saw you're going to have to have a ton of 5G cell sites.

Mr. Alligood said if you're talking about doing 5G. He said that's not what RiverStreet does and that's not what they're proposing. He said they're not a 5G provider. He said that's not what they do.

Mr. Boxer said that also depends on what version of 5G you do. He said there are so many, when you get inside 5G there's a lot of definitions and a lot of ambiguity around 5G and what it actually means. He said one other thing is that once you have the capacity, then you can use that capacity in whatever way you want to use that capacity and so that's going to be up to whatever the arrangements are between the County and the provider. He said but if you have no capacity you have no options. He said once you have the capacity you have a ton of different options as to how you want to allocate that. He said either to the different services, different individuals, or different competitors.

Mr. Alligood said so real quick on that, the ideal way would be for the County to network in, own that network and then lease that dark fiber to providers. He said the problem is the State of North Carolina will not allow you to do that, it is against the law for you to do that.

Commissioner Richardson said Mr. Boxer, thank you so much for your presentation. He said I thoroughly appreciate your technical knowledge on this subject, and I don't have a question. He said I have more of a statement. He said I really think this is something the County doesn't need to be involved in. He said you've got tons of billion-dollar companies out there that are fighting with each other tooth and nail to provide services every day. He said I realize it's a big deal with the federal government in providing broadband and all this stuff but since when is it necessary to tax you so somebody else can have broadband. He said I don't think so. He said the government is trying to provide services, everything to all people. He said everything from changing diapers when you're born to frying you when you die. He said it's socialism on a grand scale. He said it should be against the law for the County to go out and get in the business, participating with or competing with companies. He said leave it up to the companies to provide the service. He said the American system, based upon if you can build a better mouse trap is still as valid today as it every was and we're creeping over into socialism. He said it's interesting to know that when Government starts holding hands with industry, that happened in Germany, that's called fascism. He said everybody wants to be polite, nobody wants to talk about it but that's what we're talking about here. He said this is none of our business. He said let people fight it out and whoever can build a better mouse trap gets the business. He said it's not up to government to tax people to do this.

Chairman Waters said thank you Mr. Boxer for your presentation, especially under the circumstances tonight and we wish you and your family a speedy recovery.

Position Reclassification, DSS

Ms. Kellie Smith said we come to you tonight requesting the reclassification of a position at our agency. She said we would like to reclassify our Administrative Assistant I position to a Social Worker I position. She said this position is the same pay grade so there is no increase in our budget, and it is an existing position that is currently vacant.

Motion: Vice-Chairman Langley motioned to approve the reclassification of the position. Commissioner Booth seconded. The vote was unanimous.

See Addendum 3

Voting Equipment Resolution and Acquisition

Mr. Thomas Payne said after all the years I came over here and sworn you in, this is the most humbling I've ever been before the Board of Commissioners. He said Mr. John Tate, our Secretary and Kelly Smith, Administrator at the Board of Elections. He said as you well know we have been served well with the M100 Optic scanners for the last 16 years and they've been very accurate. He said but it gets to a point when all good things come to an end and during the last election the machines began to sound like me getting out of a chair. He said so we began to look at the process, this is a good cycle to purchase new machines. He said North Carolina has two vendors, we've had both vendors come and give us a display of their equipment. He said it's been open to the public and we've had public participation and most of you have been by to see them and seen exactly what we've been doing. He said we've met all of the requirements and at the last meeting our Board voted unanimous to select Election Systems and Software out of New Bern, North Carolina. He said this company is no stranger to Beaufort County because they're the vendor w got the M100's from 16 years ago. He said I would like to say that it's through their great maintenance and the TLC that Ms. Smith and her staff give those machines, it's kept them

going as long as they have because their life expectancy is probably about 10 years, so we've been real fortunate. He said tonight the Board wanted me to come, Mr. Tate and I are here representing the Board and we wanted to give you a special thanks because you, as a County Commission, realized about 5 years ago that this day was going to come, and it was going to be a very big burden on the taxpayers to buy all new election equipment at one time. He said with your wisdom you have been putting $55,000 a year away, anticipating that this day was coming and as a Board we want to thank you for helping and seeing that this day would come. He said in the information packet you will see all the information that you really need. He said there's a resolution, a proposed resolution that Ms. Smith has drafted on behalf of the Board. He said we do ask that you kindly consider adopting that resolution tonight so we can start the process of buying the new machines.

Chairman Waters said I think everyone has had the chance to review the information and I think most of the Commissioners had a chance to see both companies and their equipment.

Commissioner Rebholz said one question, on the purchase order it says this pricing on purchase order is valid for 30 days and that they'll have to re-quote it after 30 days and it is over 30.

Ms. Smith said I'm sure that will remain the same. She said I'm very sure of that because we're waiting on the contracts to come through. She said they knew of our intent from our Board, so I don't think that's going to be an issue.

Motion: Commissioner Booth motioned to approve the resolution and purchase of the voting machines from Election Systems and Software. Commissioner Walker seconded.

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

See Addendum 4

Appeal to Accept Application for Exemption

Mr. Lloyd Salter said I believe I have two items in front of you tonight for decision. He said they're both going to be, one is actually an interesting case. He said I actually had an application for the Board of Equalization and review in the County but what essentially happened was the postmarking was on time, everything was perfect. He said it actually took an absurd amount of time for the post office to deliver the mail. He said we actually reached out to the taxpayer. He said we are in agreement through my office, we came to an agreement on the value of that and we ask the Board to ratify that value that we have. He said that was REID #47269 in the County.

Chairman Waters said we'll take them one at a time. He said we need to vote on them separate.

Mr. Salter said sure, that makes sense to me.

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

See Addendum 5

Negotiated Value Appeal

Mr. Salter said the other one is really cut and dry. He said essentially what it is, is asking you all to grant an antique airplane value exclusion. He said everything looks proper on this. He said the gentlemen got everything done that was supposed to

be done. He said it was kind of fell through the cracks as far as that goes. He said I know in the past the Board has had various exemptions before them in the past to approve these. He said this is an antique aircraft, you do get granted an exclusion. He said to my memory he was just a few days late and the Board does have the authority to grant those under your discretion.

Chairman Waters said how many years is it before it's classified as an antique.

Mr. Salter said I'll be honest; this is a 1946. He said older airplanes, I need to brush up. He said there was a change a while back and a 1946 airplane, I'm thinking there's a couple rules as far as this goes and I don't want to tell you wrong but I think it's 1954 for antique airplanes. He said I think it's 1954 for late models.

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

See Addendum 6

Aurora Collection Site Lease Renewal

Mr. West Overman said first item I have for you tonight is a renewal with the Town of Aurora for the Aurora solid waste collection site. He said this is a proposed three-year lease agreement which actually would be taking effect this past January 1st. He said the lease rate is $8240.40 per year which is equal to the rate we've paid for the last three years. He said the proposed lease agreement has already been executed by the Town of Aurora and the County attorney has reviewed the agreement. He said just reading his comment to me, in his opinion they have made it better and complete in regards to the County.

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

See Addendum 7

Adjust Collection Site Operating Schedule

Mr. Overman said the second item also deals with our collection sites. He said back in October you all approved for us to adjust the operating hours of the collection sites, based on daylight savings time. He said following implementing that schedule we have found that simplifying the schedule, shifting the hours based on the calendar month instead of the actual dates of daylight savings time can provide many benefits. He said such as it provides a consistent schedule year after year, which provides the public a better understanding of the schedule. He said simplifies language for signage for the website and would make our monthly invoicing for public services make more sense. He said so in lieu of what we do now, which is adjust based on daylight savings time, our proposal is we would operate one a winter schedule, which is closing the sites at 6:00 PM from November 1st through March 30th and operating our summer schedule, closing at 7:00 PM from April 1st to October 31st. He said if the schedule is approved it would take effect on July 1st and the change would not affect the day that each site is closed.

Commissioner Booth said you're going to notify County residents of the change.

Mr. Overman said yes sir. He said we will post the update on the website, and it will be included in the signage. He said we're in the middle of the summer schedule now so the signs will be updated.

Commissioner Booth said you have plenty of time.

Mr. Overman said yes sir.

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

Financial Services Roof Replacement Contract

Ms. Christina Smith said the next item in your agenda book is regarding, actually it's a little different than what's on the title. She said it's regarding the award of the contract for the Financial Services roof replacement, as well as the fiscal year 20/21 facility capital improvement fund allocation. She said both of these items are, of course, funded through the facility 20/21 capital improvement funds. She said back in previous, back in the July meeting we did allocate funds for the replacement of the roof right above our heads here for the Financial Services Center. She said REI Engineers, we contracted with them. She said they prepared the bid package and plans and issued that out for bids. She said three bids were received on May 13, 2021. She said the low bidder is Owens Roofing of Smithfield in the amount of $93,300. She said the bid amount does exceed what the original estimate was. She said keep in mind that original estimate was gathered back in January of 2020 so there is a, I am asking to move funds around within that same capital improvement fund. She said I'm asking to award the contract to Owens Roofing in the amount of $93,300.

Chairman Waters said that is just on this part of the building.

Ms. Smith said yes sir, just the western portion of the roof.

Commissioner Booth said you said move around some funds, move them from where.

Ms. Smith said on page 411, the chart that's there, it gives a summary of the initial allocation of the $575,000 that was within the capital improvement fund. She said for the exterior there was $245,650 was originally allocated for a portion of the exterior courthouse repairs. She said $46,884 for the Tideland HVAC controls, $92,470 for the Financial Services roof replacement and that left a remaining $190,000 for the courthouse interior renovations. She said based upon, the contract has been awarded for the exterior courthouse repairs so that number remains constant at $245,650. She said the Tideland building HVAC project is complete so that came in at $46,987 and with the Financial Center roof replacement, when the engineering cost is added into it that's a total of $102,300 so the remaining of the $575,000 leaves a remaining $180,063 for the courthouse interior renovations. She said as we talked about at the budget workshop, and other times, now that the exterior renovations at the courthouse are wrapping up we're about to transition to the interior of the courthouse.

Commissioner Booth said the same funds.

Ms. Smith said same funds, yes sir, that original $575,000, which was the fiscal year 20/21 capital facility improvement fund.

Motion: Vice-Chairman Langley motioned to approve moving the funds and awarding the contract to Owens Roofing. Chairman Waters seconded. The vote was unanimous.

See Addendum 8

Approval of 2020 Local Water Supply Plan – Pulled from Consent

Commissioner Richardson said she's talked to me about it, and I understand it now. He said go ahead and explain it but $250,000, why did it show up.

Ms. Smith said there is $250,000 that is being moved into this fiscal year because there was one invoice from last fiscal year that was not paid that needs to be paid out of this fiscal year so there will be 13 months that's paid fiscal year 20/21. She said so that's why the revenues are being, the budget amendment that is moving the money into this year's fiscal budget into the expense items.

Ms. Radcliffe said I was more attributing it to sales were much higher during the Covid pandemic with folks working from home and schools being out. She said so our water sales are really high for the fiscal year, and we need to appropriate extra revenue to cover that invoice from the City to purchase water for those sales.

Chairman Waters said so since that was an action item we need to have a vote on it.

Commissioner Richardson said now I'm thoroughly confused. He said if it was simply because we were buying more water every month then it doesn't need to be in here. He said but if it's an extra invoice there may be some rationalization for it to be in here.

Ms. Radcliffe said I can certainly look to see if there is an extra invoice. She said if Ms. Smith says there is then there is. She said I do look at the water bills every month, that does fall under my prevue so I look at the billing so I know that during the pandemic our sales were a lot higher and since what we sell, part of that has to be purchased from the City it would make sense that if our sales are really high then our purchases are going to be high as well.

Commissioner Richardson said all that's true, but we've got two different reasons on the floor for this being in here, that's what I'm concerned about. He said one of them is we've got an invoice that wasn't paid, that makes sense but if you're just buying water every month that doesn't need to come before the Commissioners because it's an enterprise fund.

Ms. Radcliffe said even though it's an enterprise fund it still needs to be in budgetary compliance. She said it could be a combination of both reasons, it doesn't have to be one or the other, but I can take a look.

Commissioner Richardson said yeah, why don't you guys figure this out and come back next month and tell us about it.

Commissioner Deatherage said the water rates, is it pretty much the same, even though we're buying extra. He said sometimes we pay too much when we get something more than what we need. He said like moving prisoners to Pitt County. He said so how much are the rates from the City of Washington, is it pretty much the amount that we agree to pay.

Ms. Smith said our water rates, our monthly invoice from the City of Washington is composed of many different components. She said we pay, there's a certain amount that we pay a portion of their overall cost to produce the water. She said many years ago when the Beaufort County water system was first, initially developed the choice was made not to build a water treatment plant on the north side of the river. She said the decision was made to expand the City of Washington water treatment plant, so the County gave funds to the City for them to expand the capacity of their treatment plant. She said so we have continued to do that so based upon the amount of sales per month there's a calculation that is done based upon our meter readings as well as the City's meter readings. She said we do an addition and subtraction to come up with a net amount and we come up with the amount that was sold to the City's customers and an amount that was sold to the County's customers and based on a pro rata amount we pay that portion of that month's expenses. She said so there's a portion of their personnel cost, a portion of their chemical costs, a portion of their utility cost, a portion of their indirect cost, all of that, each monthly invoice there's a different amount.

Commissioner Deatherage said relative to what we normally pay, would you assess it to be how much more or less.

Ms. Smith said it's pro rata so again, typically speaking, there's a certain amount that, your chemical costs will, your personnel costs will not increase incrementally with the amount of water that you make so their personnel costs are set so even if they are producing, so if the trains are running additional hours their personnel costs are not increasing so personnel costs will not increase even though you are producing a larger amount of water. She said your chemical costs may increase because as you're producing a larger amount of water your chemical costs will increase at that point so all in all there's not that much difference.

Commissioner Deatherage said 5% or 10%.

Ms. Smith said I would not dare to give a percentage increase on that.

Commissioner Richardson said what happened was we were doing a water system on the north side of the river. He said the city was getting ready to expand their water plant. He said we took our capital and put it into their water plant. He said that's why we only pay the operating expense for water from the city. He said it's really, they own the plant for regulatory reason, so we don't have to mess with that, but we also own part of the plant to, but we only pay expenses for water. He

said we don't really buy water in that sense. He said so it's like she says, the fixed costs are the same, the only thing you pay more for is salt if you're running more trains.

Vice-Chairman Langley said when we ran the water line from Chocowinity to Washington, the 12" line, was it not to reduce the amount we were buying from the city.

Ms. Smith said it was at that point in time and that was, I was not involved in the decision making for that, I started working for the County just as that project was starting but it was my understanding that part of the reason, that is part of the reason that was done but at that time the city was also limited. She said they were reaching the maximum capacity of their water plant due to the industries that they had at that time. She said there's not such a, they do not have such a large demand now as they did then, so we are supplying quite a bit of District I with that water, but we are utilizing both.

Chairman Waters said Ms. Radcliffe, if we defer action until next month is that okay as far as the audit is concerned.

Ms. Radcliffe said I think it will be. She said I'm fine with that.

Chairman Waters said on the budget amendment.

Ms. Radcliffe said yes, you can do that. She said I'm looking at the sales part so I'm looking at the information. She said we budgeted for water sales for the fiscal year, $7.2 million. She said they're going to come in at about $7.7 million so there's going to be about a $500,000 surplus in our sales, which leads me to believe that part of the reason for needing to appropriate additional money from the expense side for paying the water bill to the city is because of this increased sales amount. She said on the expenditure side there does appear to be an extra bill that we'll have to pay because one was missed being accrued last year so it is due to both issues I believe.

Commissioner Richardson said I'm ready to vote for it.

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

Finance Report

Ms. Radcliffe said I want to tell you about the June sales tax distribution that we're set to receive on the 15th of this month. She said this will be for the March sales, remember there's a three-month lag there. She said so our March sales were $1,077,000 and that's the second highest distribution that we've had in a 2-year period. She said also, last week I sent everyone a budget to actual report, a financial report. She said I didn't receive any questions back on that but wanted to give you an opportunity to ask if there were any on that tonight.

General Obligation Bonds, Cost of Reissuance

Ms. Radcliffe said I'd like to move into the decision items for the cost of issuance on our three refinancing's. She said the first one is for the GO Bonds. She said the closing for the refunded series 2012, 2015 and 2017 general obligation school bonds was on June 1st. She said it produced savings of just under $400,000. She said $397,529 over the next seven years. She said at closing we received a deposit in the amount of $80,000 to pay closing costs associated with the bond issuance. She said this revenue needs to be appropriated so that invoices can be paid on the services that were offered. She said you see the list there, we have our financial advisors, the local commission, our trustee, the escrow fund agent and then our attorney bond counsel and then a little bit of money there, $2,000 for miscellaneous. She said my recommendation tonight would be to approve the budget amendment on page 417. She said that recognizes the $80,000 that we received at closing, it appropriates $70,300 to pay those invoices and it adds $9,700 back to the fund balance.

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

See Addendum 9

Limited Obligation Bonds, Cost of Reissuance

Ms. Radcliffe said page 419, similar situation here but it relates to the limited obligation bonds cost of issuance. She said those were refunded back on May 6th. She said it produced savings of $3.185 million over the next 20 years. She said at closing the County received a deposit in the amount of $161,630 to pay costs associated with the bond reissuance. She said those invoices are listed there. She said there was a little bit of difference here with our bond counsel, Mr. Bob Jessup of Sanford Haulhazer did offer a $10,000 discount if we paid in installments during the transaction, rather than waiting until closing three or four months later down the road for his funding. She said we chose to do that. She said we were able to find that money within the water fund expenditures so that has essentially been covered so what I'm asking for tonight is on page 420. She said I'm asking you to recognize the proceeds we received, the $161,630, the expenses we need to pay are $152,162, leaving us $9,468 to go back in fund balance.

Chairman Waters said on the Local Government Commission, this one was $12,500 and the other one was $500. He said is it based on, so much based on the dollar amount.

Ms. Radcliffe said I think it's not only based on the dollar amount but also how complex the transaction is and how much time is spent. She said the LOBS were pretty complex.

Motion: Chairman Waters motioned to approve. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 10

USDA Refunding, Cost of Reissuance

Ms. Radcliffe said page 423, same thing for the USDA refunding. She said we're putting the cart a little bit before the horse here because the next item you have is actually the final approval on the USDA so we probably should have flip-flopped those but it's coming, just wait for it. She said so on page 423, cost of issuance for USDA you can see that we are going to close those this Thursday on June 10th. She said it will produce savings right at $820,000 for the County. She said we were able to knock 10 years off the term of this loan and this one did not involve selling bonds. She said it was a little more straight forward. She said I had previously been involved in a USDA refinancing in the city, so I was very comfortable in leading this refinancing. She said so we did not use our financial advisors, so our cost of issuance is minimal. She said I expect it to be around $15,000 and you can see those fees there. She said my recommendation is that you approve the budget amendment on page 424, which actually appropriates fund balance to pay for those debt issuance costs because those costs were not wrapped in the refinancing like the other two.

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

See Addendum 11

Approval of USDA Loan Refinancing

Ms. Radcliffe said page 425, this is the final approval of the USDA refinancing. She said this will complete all the refinancing's and we can move on with our lives, hopefully. She said these will close this Thursday, June 10th, saving $120,000, approximately, just like I just mentioned. She said there are four documents that need to be approved by the Board tonight. She said it's the resolution, the inter-creditor agreement, the deed of trust and the financing contact with the winning bidder, which is Sterling National Bank. She said we have a representative from Sanford Haulhazer, Mr. Sam Smotherman, he's happy to answer any questions and go through these documents if you would like for him to do so.

Commissioner Richardson said that deed of trust, is that just for the short-term loan for the term refinancing. He said when does it die.

Mr. Smotherman said the deed of trust is for the mortgage on the Allied Health building and is in conjunction with this loan so basically that is the collateral used as part of this refinancing and is shared as part of that lien or credit agreement with United States Department of Commerce, Economic Development Administration. He said the deed of trust will expire for the United States Department of Agriculture, who is a shared lien holder, and we are substituting them with Sterling National Bank.

Commissioner Richardson said but they, when does it expire, when the whole loan is paid off.

Mr. Smotherman said yes sir.

Commissioner Richardson said that's what I was afraid of.

Chairman Waters said this part we're voting on right now is a USDA loan, it's not a bond, right.

Mr. Smotherman said it is a refinancing loan from Sterling National Bank.

Ms. Radcliffe said it's a 12-year bank loan to pay off the USDA loan.

Motion: Vice-Chairman Langley motioned to approve the documents to refinance the USDA loan. Commissioner Booth seconded. The vote was unanimous.

Mr. Smotherman said we just want to thank you for allowing us to work with the County on these three refinancing's. He said we were happy to serve you.

See Addendum 12

Implementation of GASB Statement 84 and 97

Ms. Radcliffe said that is on page 470 in your agenda book. She said we are required to implement GASB statement 84 and 97 before June 30th and to comply with new standards the County must now reclassify some activities that have historically been classified as fiduciary or agency funds. She said now we have to start accounting for them as a governmental or special revenue funds. She said these also require budgetary estimates moving forward. She said after careful examination and consultation with our auditors and the Local Government Commission I've determined that the County has four activities or programs that have previously been treated as fiduciary agency funds but now need to be budgeted as a special revenue fund. She said they are the DSS Representative Payee account, 4-H Activities, Cooperative Extension and EMS Billing and Collections. She said you can see there, beginning on page 484 you will have four ordinances there, one for each fund will the annual estimated revenues and expenditures and my recommendation is that you adopt all four of these ordinances tonight so we will be compliant.

Motion: Vice-Chairman Langley motioned to approve the four budget ordinances as presented. Commissioner Booth seconded. The vote was unanimous.

See Addendum 13

Year-End Budget Transfers

Commissioner Richardson said go to the bottom of the page where it says decrease EMS, my question is for a subsidized account how can you withdraw funds from a subsidized account.

Ms. Radcliffe said I would say that all of our departments are subsidized. She said we're simply moving funds from one public safety activity to another.

Commissioner Richardson said that is appropriated funds to bridge the gap between what we tax for EMS and what we actually spend for EMS, minus whatever we collect so what you're doing is reducing the amount of the subsidy.

Ms. Radcliffe said what I'm saying is, let's look at the very first line item. She said we need additional funding in Tax Administration and let me tell you why. She said because we had two Tax Assessors in a three-month period, there was an overlap, and we didn't come back and appropriate additional salary and benefits. She said I was on leave, that slipped through the cracks, and we missed doing that so now, in looking in his budget he's running short on his salary line because of those three months that we not only had our new Tax Assessor here, but Mr. Bobby Parker was still here to train him and show him things, so to speak. She said so there are different departments here that need additional funds, they would be shown in the positive. She said the next one is the Tax Collector. She said there's an increase in our foreclosure costs, so we need to add $20,000 there. She said so I'm saying there's surplus funds in the area of fire protection, medical examiner, and EMS that I'm able to take and allocate up to cover those divisions with that instead of asking you to appropriate fund balance.

Chairman Waters said what you're saying is the EMS budget contained this $42,500 and you're reducing that budget.

Ms. Radcliffe said that's right, exactly.

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

Bid/Offer to Purchase Property

Mr. David Francisco said on page 488, this is a piece of property that had previously been deeded to Beaufort County, 138 Vermont Avenue in Longacre. He said we had a bid that remained open, or was to remain open, a $500 bid, for 10 days. He said we had an upset bid; it came in on Friday afternoon and that bid is now a $1,000 bid. He said I was just informed that the $1,000 bid has just gone to $2,000. He said this is a nice little house so it's probably going to be bringing further money in. He said what I would like for you to approve.

Chairman Waters said it has not been advertised yet in the paper.

Mr. Francisco said no.

Chairman Waters said do we need to take the higher amount that has been presented.

Mr. Francisco said I think so. He said we've got a deposit on a $2,000 bid on that piece of property so that's what we want to put in the paper.

Chairman Waters said $2,000, so that's what our motion needs to be.

Commissioner Booth said before I make that motion I have a question. He said this $2,000 bid, does that require a 10-day upset bid.

Mr. Francisco said yes.

Commissioner Booth said so why are we accepting it if we need to wait until the 10 days. He said we wait for the 10 days before accepting the bid.

Ms. Mosher said what you're essentially doing is approving the start of the upset bid process and I will place it in the newspaper either Wednesday or Saturday, giving 10 days receive upset bids.

Motion: Commissioner Booth motioned to approve starting the upset bid process for the property at 138 Vermont Ave in Longacre. Chairman Waters seconded. The vote was unanimous.

See Addendum 14

Board of Education Compensation Adjustment Request

Mr. Alligood said the first one I have is related to the Board of education compensation adjustment request. He said as you will recall, when you had a joint meeting with the Board of Education they presented two items to you. He said one was their budget request for fiscal year 21/22 and then they made a separate request related to their compensation. He said you have the two statutes that are attached to that, that require the Board of County Commissioners to approve that adjustment. He said they request changes. He said currently, they are asking that it go from a stipend per month. He said historically it has been a payment per meeting so they're asking that the Chairperson go to $600 per month, regardless of the number of meetings, from what it was, which was $188 per meeting. He said they normally have two meetings but over this past year they said they had a whole lot more meetings. He said for Board members they want to go to $500 per month, as opposed to the previous, which was $132 per meeting. He said I would advise you that, we had conversations with the folks at the school of Government relating to this and it was their opinion and suggestions that the two County Commissioners that are married to Board of Education members recuse themselves from the vote because essentially any change in compensation would essentially be putting funds in your pocket, in your households pocket so it would be appropriate to recuse yourself from that.

Motion: Commissioner Deatherage motioned to excuse Commissioner Booth and Commissioner Walker from voting on this agenda item. Commissioner Booth seconded. The vote was unanimous.

Chairman Waters said just for clarification and transparency, if you take the average of two meetings per month and then you go to this base, it is an increase of 60% for the chairman and an 89% increase for the Board members.

Motion: Vice-Chairman Langley motioned to approve changing the School Boards compensation to $600 per month for the chairman and $500 per month for the board members. The vote was unanimous (5 to 0).

Tax Collector Appointment

Mr. Alligood said the next Item is on page 495, this is the Tax Collector appointment. He said as you'll recall, in June of 2019 the Board of Commissioners appointed Mr. Wyn Kinion to a 2-year term as Tax Collector and will expire June 30th of this year. He said per general statutes the Board of Commissioners shall appoint a Tax Collector to serve a term to be determined by the appointing body. He said historically the Board has matched that term with the Tax Assessors appointment. He said the recommendation is for the Board to appoint the Tax Collector for a term determined by the Board of Commissioners.

Commissioner Booth said I'll make the motion to appoint the Tax Collector.

Commissioner Deatherage said for how many years.

Commissioner Booth said four years, is it four years that the other one has.

Commissioner Richardson said we've been doing two.

Mr. Alligood said the next item is the Assessors and the Assessor because he is an initial appointment he would be a two-year appointment.

Commissioner Deatherage said I'll second it, but would you consider four years again. He said we can do four years.

Commissioner Booth said we can, but we want to keep it in compliance with both of them so in two years we'll probably do both of them for four years.

Commissioner Deatherage said it doesn't matter but if you guys want to do it that way.

Commissioner Richardson said I have a comment. He said I can make an argument that you want to stagger them because otherwise you're going to wind up with a Tax Assessor and a Tax Collector, both of them vacant at one time. He said you don't, do you really want to do that.

Commissioner Deatherage said change it to three years.

Commissioner Booth said I was trying to; I don't have a problem with that, but I was trying to comply with what the Manager was saying about bringing them both into compliance at the same time.

Commissioner Deatherage said but we're the appointing body.

Commissioner Richardson said the Manager doesn't make that appointment; we do.

Commissioner Rebholz said what's the history.

Commissioner Booth said two years.

Commissioner Richardson said there's been a reason that we have done it for two years. He said we can do it for three years or four years. He said I'm a strong advocate for staggering it. He said let's do it for three or four years.

Commissioner Booth said vote it up or down, I'm going to keep my motion on the floor.

Motion: Commissioner Booth motioned to appoint Mr. Wyn Kinion as the Tax Collector for a term of two years. Vice-Chairman Langley seconded.

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

Motion: Commissioner Deatherage motioned to appoint Mr. Wyn Kinion as Tax Collector for a term of three years. Commissioner Richardson seconded. The vote was unanimous.

Tax Assessor Appointment

Mr. Alligood said the next item is on page 496, this is the appointment of the Tax Assessor. He said at the June 2019 meeting you will recall Bobby Parker was appointed to a two-year term as the County Tax Assessor and that is due to expire June 30, 2021. He said obviously Mr. Parker retired in December of 2020 and Mr. Salter was chosen to finish his unexpired term. He said per general statutes, the Board of Commissioners need to make an appointment for a two-year term due to this being an initial appointment and that would be effective July 1, 2021.

Motion: Commissioner Booth motioned to appoint Mr. Lloyd Salter as Tax Assessor for a two-year term. Commissioner Deatherage seconded. The vote was unanimous.

2021 NCACC Voting Delegate

Ms. Mosher said actually, at this point I only have three of you going so if you want someone to vote in person it has to be one of those three. She said they are also offering a virtual option so that opens that up but none of you have shown any interest in that option.

Commissioner Deatherage said is this the national conference.

Chairman Waters said this is for North Carolina. He said who's going.

Ms. Mosher said Commissioner Booth, Commissioner Langley, and Commissioner Richardson.

Commissioner Deatherage said put me down too for the State conference.

Motion: Chairman Waters motioned to make Vice-Chairman Langley the voting delegate. Commissioner Booth seconded. The vote was unanimous.

Chairman Waters said do we also need an alternate.

Ms. Mosher said you don't have to, but they recommend one in case he's not available.

Chairman Waters said if he has to leave early or something.

Ms. Mosher said or doesn't make the trip for some reason. She said it's not until August.

Motion: Commissioner Booth motioned to make Commissioner Richardson the alternate. Commissioner Richardson seconded. The vote was unanimous.

Proposed Uses of American Rescue Plan Money

Commissioner Richardson said how are we going to proceed with the uses of the American Rescue Money. He said we've been here; we're taking recommendations and all of this sort of stuff. He said we have not developed a list, you're having these meetings next month, people should be coming in and saying what they want. He said even if it's not going to fly it needs to go on the list for when the time comes. He said anyone can come in and say what they want to.

Commissioner Rebholz said I think this is exactly what you're looking for, just throw out your ideas.

Commissioner Richardson said I've got the ideas on my list here. He said we're talking about the Register of Deeds space, a new space for the Register of Deeds. He said build out the space in the basement of the courthouse to increase the amount of cells. He said that's infrastructure to me. He said we're talking about the Washington Airport; I realize we may never do that. He said we're talking about the Belhaven tidal flood control; I realize we may never do that. He said mega-sites for solid waste. He said we should find out what we can do with that. He said then there's the issue of the County library. He the County library has been hanging out there for as long as I have been a Commissioner and everybody says we've got a County library, well where is it. He said we've got a hodge-podge of a bunch of agreements that go nowhere, and we really don't have a county library. He said the county library is run from Martin County and we're part of a book mobile library. He said there's a lot of service that could be provided for the County with infrastructure with a county library. He said for instance, Currituck County has a library that has a lot of services available to the public. He said one is meeting rooms and a bunch of other things that could be used. He said those are the things that I will throw out, I want to hear the ideas that everybody else has. He said I know that somebody is going to put broadband in there but I'm not putting broadband in there. He said someone else can do that.

Commissioner Booth said I'm going to put broadband in there. He said I didn't tell you what you couldn't put in there, don't you tell me what I can put in there. He said I say broadband.

Chairman Waters said is there another conference call, is it next week, I got an e-mail on.

Commissioner Rebholz said we've got two more.

Mr. Alligood said there are continuing conference calls. He said you can also go to the treasury's website. He said they have set up the FAQ's. He said there is rolling guidance that's coming out as questions get asked, they issue guidance on that. He said the rule is not finalized yet, there was a 30-day comment period on the rule but once that rule gets finalized there will probably still continue to be interpretations on that. He said so we've tried to attach to this examples of what you can and can't do. He said this is from the treasury and that will get scrutinized further down but I think you see examples; it says examples of use of funds. He said like the, just to expand on that, the courthouse, expanding the jail cells, it's my understanding, reading the guidance and understanding and listening to the comments that you could do that, but the expansion of the jail cells have to be specifically related, somehow, to Covid response. He said so you could put in

additional cells that would allow you to isolate prisoners that came in, for a future event or a current event, things like that. He said medically related, if you put in a couple of cells, maybe if you had a holding cell that was negative pressure for contagious diseases, you could do that, but you couldn't go and just build a new jail, in fact that was a question that was specifically asked, can I do that, and they said no you cannot. He said you have to, it has to be somehow related to Covid or a response to Covid, that was the example.

Commissioner Richardson said having more cells for a lesser population is related to Covid because you could go to one person to the cell, that could be the argument. He said a lot of these, as you say, are in flux and we don't really know until we ask. He said this is why I put these things on the list, so we can start building the case for what we can do. He said reducing the density of the jail population during a pandemic is certainly a, in my mind a legitimate purpose.

Chairman Waters said one of the things they said was you can't go out and build a new school and you can't go out and build a brand-new jail, to another site and build brand new.

Commissioner Richardson said that's understandable.

Mr. Alligood said essentially what they're saying is if you've had that need and you own that need this isn't money for you to fix your need. He said if you are fixing a need that was caused by Covid or future pandemics or future medical issues then you can fix that but just because you haven't addressed an issue and you have a need, you can't use this money for that.

Chairman Waters said one of the things I've gotten from both of the calls is you can do about anything you want to but you will be subject to an audit and compliance at a later date which means you could have to cough up the money if they determine that was not a need so we have to get some clarification on those things that are close and I think that's what NACo is doing. He said when a question keeps coming up across the country they're asking treasury for an interpretation of it.

Commissioner Richardson said this is no different than grant writing. He said you have to justify what you're doing and if you start off with improving the jail so you can increase the population and lower the density, we have certainly got the records showing the lower population in the jail for the past several years so it's not as if we're building a jail because it's been overflowing for the last couple of years. He said we've got a really good case.

Commissioner Walker said I'm still staying on the broadband train. He said I just think we don't need to rock the boat; I don't want to put a bunch of grey area things that have to be figured out because I know how government works. He said the money is there and they're and they're going to give it to the people that are doing it the easiest way and all of our competition, which is our surrounding counties, seem to be gravitating towards broadband.

Chairman Waters said on broadband one of the things to keep in mind is the state has a bill that's been passed, is it by the House or the Senate.

Mr. Alligood said yes, it's a House bill. He said I think it's still over in the Senate, that through the Department of, or the IT Department, Information and Technology, they've established a new matching program that you can use your American Rescue money and the State will kick in some of the American Rescue money to help you expand broadband and they're essentially managing that process.

Chairman Waters said which basically means if we needed to spend $7 million we could spend $3.5 million, and the State would spend the other half.

Mr. Alligood said there are some limits on the spending amount, and it's based on the Tier status and of course once it gets over to the Senate some of that could get kicked out, who knows, but there was a provision in there that talked about what your Tier status was, and your need and it could fluctuate on the amount they would match out at.

Commissioner Deatherage said number one on my list, since we're all talking about it, is always going to be the item that effects the most households and that's going to be solid waste. He said everybody in this County, whether you live in a city or outside of the city, extraterritorial zoning, you have to use solid waste. He said we have to send it somewhere and we have to send it and manage it the very best way we can which means we need to manage it the very best way we can and some of the ideas that are coming down where people, small governments are managing it better locally better than they were in the past. He said what's going on in China, what's going on in the market, they're creating their own market

with recycling. He said I think we need to do it as soon as possible and plan it now because we're going to be losing the impetus of the people to actually recycle. He said they're going to forget how to do it and then you've got to re-educate them. He said it's good for the environment. He said we have young people out there that are saying we're losing our planet, that we have to do something to save our planet and I'm telling you right now, two things you can do to save our planet, plant a lot of stuff to cut down on carbon monoxide emissions and recycle and keep your own stuff on shore. He said that's it, that will save your planet, those two things right there will save your planet and won't cost you much money. He said having said that, if there's going to be more money coming down for broadband, if we can leverage what we do get from the federal government I'm not adverse to that, especially if it will build the backbone to increase the speeds all over the County. He said I like the idea about the jail so I would go with, #1, recycling through the mega-sites because it's not much money, it won't take so much of the initial funding. He said #2 would be broadband to be able to leverage, even if we have to put a little County money up and the be able to leverage the rest of that through the State government. He said #3 would be to build more cells in part of the jail and have a better storage facility for some of our county needs. He said that's it for me.

Commissioner Rebholz said let me make a suggestion. He said the last public input meeting is the 28th and so what if we have a working session following that. He said some time in the first week of July or the second week.

Commissioner Deatherage said that's a good idea.

Commissioner Rebholz said we go over the items that we've heard and start to break them down and figure out what we have and what we don't have.

Commissioner Booth said I don't have a problem with that at all, but my mind is made up and I'm going to talk about that, it's broadband. He said every municipality is going to get some money but the one thing about it is if you need to ask this is with broadband, everybody in the County benefits. He said whether you live in Belhaven, Bath, Chocowinity or Aurora, everybody benefits. He said it's your option whether you want to use it or not.

Commissioner Rebholz said I don't disagree but if, more to his point, if we're going to get $3.5 million because of the matching then you're still going to have another $5 million to spend on other items. He said we're gaining public input on how to do that, but we don't have any clear ideas right now on whether we can or can't.

American Rescue Plan Funds Spending Parameters

Commissioner Richardson said yeah, parameters. He said we can't really do parameters tonight until they get closer to finalizing and we get some answers to some stuff. He said I'm willing to move on.

Chairman Waters said did I see we've already received the first check.

Mr. Alligood said yes sir.

Internet Alternatives

Commissioner Richardson said I got a lot of those answered tonight. He said I'm happy with the answers.

Brenda Hamilton Investigation

Chairman Waters said next is Brenda Hamilton's final report.

Commissioner Richardson said yes, you have a copy of the Brenda Hamilton report in your book tonight. He said this is something that is somewhat difficult to talk about. He said when I wanted this committee formed and started this committee I was hoping for a much better answer than what we have got here. He said the bottom line on the first page of the report, or the second page of the report says findings, and I'm reading form the center of a paragraph, canid specific primers were sequenced to determine species of canid, all the sequences aligned with the Canis lupus familiaris, or domestic dog. He said what this report says, and I don't, I'm not subscribing with the report, I'm not agreeing with the report, I'm not endorsing the report necessarily, it says Ms. Hamilton was killed by domestic dogs. He said the report goes on to say,

within the report that none of the dogs that were tested were the dogs that killed her. He said I'll give a different story here that's going to upset the Sheriff's Department, quite frankly I think we blew it on forensics. He said I called the lady that did this work, if you read this report you can see that she's straining and struggling for samples, and I just don't think that we sampled the site properly for DNA. He said we didn't cordon off the site. He said I don't think, we mishandled the samples when we handed them over to the Feds who had zero jurisdiction in the matter. He said you see that on television, guys it takes a judge to tell you you've got federal jurisdiction. He said it's not because some guy walks up and says he's got it, he's taking over, like they do on T.V. He said that's not how it works. He said so I'm very disappointed in the results of the report. He said I feel for the family. He said I know that in Beaufort County, I mean, I go all over the County, I get in the woods all over the County, people that work for me are all over the County, we've never had a report of a domestic pack of dogs that would try to attack somebody. He said that's not to say that they're maybe not here, but the results of the DNA are very inconclusive and that's the end of my report.

Chairman Waters said I think what it's saying is none of the dogs that were sampled matched the markers and what they were using in the report. He said I'm concerned that we do have the possibility of having wild dogs because if you stop and think about it, when a female dog has puppies, you know, sometimes they disappear and for somebody that has a pet it might not have been them, but I have heard hunters talk about seeing wild dogs in the woods when they're hunting. He said I think it's the best that we can do. He said I think we have exhausted and have done what I think the public and the citizens in that area and hopefully in the County have asked us to do. He said it's not the answer that some people want, and like Commissioner Richardson said, I don't think we can draw a final conclusion. He said this is being released. He said the family has been informed and as you well know, in addition to Brenda, her husband Ray died with Covid back in December of last year. He said again, this brings, I guess, the final report that we will have on Ms. Brenda Hamilton's attack.

See Addendum 15

Jail Door Report

Commissioner Richardson said I'm just keeping that in front of us. He said Ms. Smith has a communication in here that says she knows of no problems with the jail doors. He said I see the Chief Deputy sitting back there, I'm presuming you have no information on defects in jail doors.

Chief Deputy Rose said no sir.

Commissioner Richardson said okay, we're good to go on that.

County Police Force Update

Commissioner Richardson said the County Police Force Committee will meet, we have a meeting this month, we haven't even talked about it, but we'll be meeting with this. He said it will be advertised and we'll be moving on with some of our work on this. He said there's really nothing substantive to report other than we're still meeting and still considering.

Board Operations Discussion

Commissioner Richardson said the only thing on Board operations that I would like to present to the Board, some Board's allow, at the end of the meeting, each Commissioner to have 2 minutes for a statement at the end of the meeting. He said I would like to see us go to that. He said you don't have to use the two minutes but if someone has comments they'd like to make on any issue that happened during the meeting they can take that two minutes and do it but a lot of Boards do that.

Chairman Waters said I don't have a problem, does anyone have a problem with that.

Commissioner Booth said you can do that now.

Commissioner Richardson said well, let's do it at the next meeting.

Commissioner Waters said I'm in agreement as long as we limit it to two minutes.

Closed Session

Chairman Waters said just so everybody understands, tonight we're going to go into the conference room so the public will be able to continue to sit here during the closed session.

Ms. Mosher read the Board into closed session.

Mr. Alligood said with the approval of the Board could we handle the personnel matter first so that we would be able to release the department head.

Chairman Waters said yes.

Motion: Commissioner Booth motioned to go into closed session. Vice-Chairman Langley seconded. The vote was unanimous.

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

No action taken after the closed session.

FY 21-22 Budget Discussion

Chairman Waters said we're down now to making final changes in the budget. He said we can do that now or we can defer and have our special meeting Thursday night.

Commissioner Richardson said I'd just as soon do it tonight, there's not much work to be done. He said I do, as a matter of housekeeping I do need to make a motion for approval on the two people in the budget that Mr. Salter was talking about hiring.

Straw Vote: Commissioner Richardson asked for a straw vote adding the two positions in the Tax Assessor office to the budget.

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

Commissioner Booth said this position we were talking about at Cooperative Extension that we would partner with for $13,000 with Martin County. He said I would like for us to reconsider that.
Chairman Waters said I don't have that in front of me, what's the dollar amount.

Mr. Alligood said $13,777.

Straw Vote: Commissioner Booth asked that $13,777 be added to the budget for the position at Cooperative Extension.

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

Commissioner Walker said I want to put in the $3,000 for the Beaufort County Soil and Water Conservation district for those employees, to help with their pay.

Chairman Waters said it's not snag and drag. He said what you're doing is the two employees, which is Ann Williams and Nathaniel Woolard.

Straw Vote: Commissioner Walker asked that $3,000 be added to the budget to go towards salaries for the two employees at Soil and Water.

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

Commissioner Rebholz said two items. He said one is to, there was a proposal to add a financial specialist to the Finance Office. He said I would recommend that we add a part-time financial specialist at the amount of $36,000 and see how that works in terms of meeting the needs with the EMS Oversight. He said I do not support the idea of using a billing fee on the three non-profits in order to cover that expense because I still view that as a double taxation.

Chairman Waters said I thought on the billing fees we found out we couldn't do it anyway.

Commissioner Rebholz said that's right, I'm sorry, you're right, you can't do that anyway.

Mr. Alligood said you can't use funds on the tax district. He said the legislation is not specific enough to allow you to do that. He said but if you are using, what I would say to you is if you are using funds from the billing piece that we're collecting you probably could. He said that's not a tax, that's a fee for service and if, it's like our enterprise funds. He said we charge back to our enterprise funds, general fund usage because they're doing that whole ride. He said they have to pay their whole ride. He said so I think you could charge a, take something from the billing piece because that's billing, those are not taxes. He said those are not, the taxes at EMS are a restricted tax and unless there's enabling legislation like the occupancy tax, the occupancy tax is a restricted tax but there's specific legislation in there that says you can use a piece of that for overhead administration. He said that language is not in the other restricted taxes so the opinion from the folks at the School of Government is you can't do that but if it's a billing piece you probably could.

Commissioner Rebholz said okay, then I'll add back in my objection to using the 2% billing fee to cover it.

Chairman Waters said so what you're recommending is a part-time position in the Finance Department with a limitation of $36,000.

Commissioner Rebholz said yes.

Straw Vote: Commissioner Rebholz asked that $36,000 be added to the budget for a part-time position in the Financial Services Department.

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

Chairman Waters said what I would recommend is we add the Finance Specialist full-time based on the fact that the Finance Department has just saved the County over $4 million in the refinancing. He said I think when you look at EMS and the fire districts I think we're probably missing something there with all the activity on a monthly basis. He said I'm not saying this person would spend all their time on EMS and Fire because I think there's some work that needs to be done in Emergency Management. He said they asked for some additional help as it related to data and trying to analyze. He said

we've been in this business long enough now that we need to start looking at what we're going to be doing long-term. He said I think we just need that extra body to be able to start spending more time on it and hopefully that employee would be spending more time with Emergency Management as it helps analyze the data and the numbers. He said when you think about it our two most important, that's not to say every department isn't important but on the revenue side that comes from our Tax Assessors office and we just agreed to hire two additional employees to do that and then when you look at the Finance department, that's probably our second most important because they're the ones controlling the money coming in, making sure that it's right and also the money that's going out. He said very important, and it gives us the data and the numbers for us to make better management decisions as a group so I'm going to recommend that we add that person in the Finance Department.

Vice-Chairman Langley said what's the cost.

Chairman Waters said the cost that I had was $71,522.

Commissioner Deatherage said discussion.

Chairman Waters said well, you're going to get a chance to vote. He said if we don't get four it doesn't pass.

Commissioner Deatherage said I'm trying to sway some of the people not to vote that way.

Commissioner Booth said we'll know how you feel when you vote.

Chairman Waters said that's right, it's a vote up or down.

Straw Vote: Chairman Waters asked that $71,522 be added to the budget for the position of Finance Specialist in the Finance Department.

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

Commissioner Rebholz said I'm going to recommend we reduce the fund balance equal to the amount of 1% of the tax rate and transfer those funds to the general revenue. He said I understand that we're funding a reoccurring reduction in revenue with fund balance, but the fund balance is well over the 35% that is the target. He said while we can't forecast the future it seems to me that it appears to eb highly unlikely that the fund balance is going to be in major jeopardy. He said having said that I know we've had a recommendation to do 3 cents before. He said I think that's probably beyond what's responsible in terms of what the future is going to hold. He said we need to grow the tax base in this County. He said we need to be able to keep the young people here, we need to be able to allow business to flourish and we need to take actions that will better match the output of our education system with the needs of industry so I'm recommending we go one cent. Commissioner Deatherage said I have a question. He said is that one cent to augment the increases that have been made from the manager's flat budget, to balance out.

Commissioner Rebholz said the one cent would come from transferring the equivalent of one cent from fund balance to the general fund.

Commissioner Deatherage said yeah, to balance out the expenditures which are over and above the Manager's flat budget that he presented to us.

Commissioner Rebholz said that's separate. He said that's a separate issue from this.

Commissioner Deatherage said no, it's the same thing. He said you're the accountant, but I understand it's all in the same pot.

Commissioner Rebholz said well it's all in the same fund balance.

Commissioner Richardson said is this a tax reduction.

Commissioner Rebholz said it's a tax reduction.

Commissioner Richardson said in other words instead of 63.5 cents, or whatever it is, our base would go to 62.6.

Commissioner Rebholz said correct.

Mr. Alligood said do you want the number.

Commissioner Rebholz said the one cent, yes.

Mr. Alligood said $601,543 and I think you mentioned that we would take that, and you would use fund balance to offset that.

Chairman Waters said correct.

Mr. Alligood said okay, I just wanted to make sure.

Commissioner Booth said did you say it's a reoccurring expense. He said what are you going to do next year.

Commissioner Rebholz said you may have to.

Commissioner Richardson said you've got plenty of money.

Commissioner Rebholz said my forecast, the way I look at this thing, that's not going to happen.

Chairman Waters said we keep talking about solid waste, we're talking about a storage building, I mean all we're doing is reducing the fund balance when we know we're going to spend, I mean we're going to spend on the storage building, the estimate is $1.2. He said on the mega-site we've heard things like $2.5 million and that's per site so that's $5 million. He said it just does not make sense. He said we could pull that down five percentage points just handling capital funds. He said I think instead of reducing taxes we ought to be putting, we ought to have a capital fund using the same amount of money. He said $600,000, put in in the capital fund for solid waste. He said we're going to be spending that.

Commissioner Deatherage said we have a different philosophy. He said while I feel like a 3 cent per $100 is warranted during this difficult year for so many people in Beaufort County, next year will be a different year. He said we probably won't be able to do it next year, next year will be an abomination for all we know. He said nobody knows what next year will bring, nobody knew the pandemonium from the pandemic was going to occur, but I will embrace Commissioner Rebholz' 1 cent because it's a help to the people of this County now. He said it is better that we starve government of money and make government run more efficient and let people keep their own money in their own pockets because by God, they spend it a lot better than we do.

Straw Vote: Commissioner Rebholz asked to lower the tax rate by $0.01 per $100.

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

Chairman Waters said all right, so we've got the decrease.

Commissioner Deatherage said to the extent that this may even fail I propose that we spend an additional 3 cents, in addition to Commissioner Rebholz' past one cent allocation to the people of Beaufort County for one year, this year, not a reoccurring expense. He said I make a motion that we allocate 3 cents, for a total of 4 cents, back to the people of Beaufort County this year.

Commissioner Booth said he's just playing politics.

Commissioner Deatherage said yes it is politics and this is a political body. He said you guys do politics and we do it too.

Commissioner Richardson said let me speak on that. He said look, guys, you've got $34 million sitting there. He said with 4 cents you're talking about $2.5 million, it's peanuts. He said why are you, as politicians, so greedy that you don't want to give it back to the people. He said it's very easy to take it back next year so why not let the people have their money. He said as Commissioner Deatherage said, they spend it much better than we do. He said you've got a pile of money there, why are you so greedy.

Vice-Chairman Langley said you're all just doing things, you're right, for the sake of politics. He said you all know we live in hurricane alley and every time something happens here we have to pay up front and get reimbursed later so you all can just do all this stuff because some of you folks are up for re-election next year, that's fine, but I don't believe in this foolishness. He said we're going to give you a break this year, take it back next year and then take double. He said this is exactly what you're going to do.

Chairman Water said we're not going to solve solid waste, we're just going to keep kicking it down, just like Commissioner Richardson has done over the last 20 years.

Commissioner Richardson put it in the budget, and I'll vote for it.

Chairman Waters said you're not going to vote for it, you know that.

Commissioner Richardson said you don't know that.

Chairman Waters said you're not going to vote for it, I guarantee it, I've got $100 bill that says you won't.

Commissioner Deatherage said I'll bet you $100 right now that if we pass this 4 cents he will vote for the budget.

Commissioner Richardson said yeah, if you give the people a tax reduction I will vote for it.

Chairman Waters said what Commissioner Deatherage is saying is reduce the tax another 3 cents.

Commissioner Deatherage said right.

Straw Vote: Commissioner Deatherage asked that the tax rate for 21/22 be reduced by $0.03 per $100.

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

Chairman Waters said is there any other time in the budget you want to increase or take away.

Commissioner Richardson said there's a lot I'd like to take away but it's useless so I'm ready to move onto my next issue.

Chairman Waters said is it related to the budget.

Commissioner Richardson said yes. He said go to the end of the proposed budget, the very last page in there, section 25 and it says transfers between functional areas must be reported to the Board at the next regularly scheduled meeting, only the Board can transfer money between funds and the functional operating areas. He said my question to the finance officer is within the cost accounting code, those 15 digits that are there, where does functional areas end. He said what digit does functional end on.

Ms. Radcliffe said the functional areas don't have anything to do with our account structure. She said it all goes back to our budget ordinance, which you all have a copy of.

Commissioner Richardson said but I thought that was line item and if it's line item than it must go to the cost centers.

Ms. Radcliffe said this is the legal document the Board approves so when we say functional area, if you look at page one, Human Services is a functional area, Community Services is a functional area, education is a functional area, and so forth.

Commissioner Richardson said what are those 15 digits that I'm talking about on the line item accounts.

Ms. Radcliffe said it's an account number.

Commissioner Richardson said okay, what do the first six digits represent.

Ms. Radcliffe said I've responded by email, but I can review with you.

Commissioner Richardson said no, you sent me a list of nothing, that was not a response for what I asked for.

Commissioner Rebholz said yes it was, do you want me to show it to you.

Commissioner Richardson said no, I asked for, well, unless it's a different email than I checked at 4:30.

Mr. Alligood said that list is on your desk.

Commissioner Richardson said it's a list of accounts.
Mr. Alligood said that's what you asked for.

Commissioner Richardson said no it wasn't. He said read, you need to read my email. He said what my email said was that in our cost numbering system with 15 digits, what do the first four numbers represent.

Ms. Radcliffe said so the first 2 to 3 numbers are the fund.

Commissioner Rebholz said this is the first three digits, those are the funds.

Commissioner Richardson said well I looked at 4:30 this afternoon. He said where I'm going for with this is if Department Heads and everybody has discretion to control the budget in these seven or eight major functional items that are listed here, that is still no control of the budget. He said I want to go out to about digit #7 and then those transfers are reported to the Board. He said I want to move that from these functional items to, like, digit #7 in the costing code. He said those are the items that need to be reported to the Board because right now we don't know anything about anything.

Straw Vote: Commissioner Richardson asked that all financial moves to the 7th digit be reported to the Board by the Finance Office.

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

Chairman Waters said are you able to redo the budget ordinance or do you want us to defer our meeting until Thursday with the changes that have been made.

Mr. Alligood said Mr. Chairman, to make sure that everything is right we've got to run some numbers, we've got to make sure the numbers are right so Thursday would be better for us. He said otherwise we would be here a couple of hours.

Chairman Waters said that's no problem so we will have our special meeting, I think someone said in the paper that it said tomorrow night. He said it's actually Thursday night at 5:30.

Commissioner Booth said the document that he has prepared tonight, is it possible to vote on it. He said if I make a motion is it still too early.

Mr. Alligood said what you have, the budget ordinance that you have now, the draft ordinance is based on where you were at the last budget meeting. He said all the changes that you did tonight are not reflected in the document and you can't vote on something without it being on paper. He said we have to give you that document.

Motion: Vice-Chairman Langley motioned to adjourn. Chairman Waters 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, DSS
2. Budget Amendment, DSS
3. Budget Amendment, American Rescue Plan Act Funds
4. Year End Budgetary Transfers
5. Approval of 2020 Local Water Supply Plan
6. Surplus, Tax Assessor Office
7. Tax Assessor Refunds
8. Tax Collector Refunds
9. Resolution, Relocation of Graves
10. Approval of Minutes

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** June 7, 2021

FY Budget: 2021

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100222.493568	Energy Assistance	$64,854	
105480.562004	Low Income Energy Assistance Program (LIEAP)	$64,854	

Department Justification:
On May 7, 2020, a Dear County Director Letter was received that notified the Director of Social Services that an additional $64,854 was allocated to Beaufort County for Low Income Energy Assistance Program supplemental payments. This increase in funding is due to statewide reallocations from other counties where funding was not expended. These funds will be used for a one-time supplement payment for individuals that were approved for LIEAP during this fiscal year. We are requesting that the Social Services budget be amended to reflect an increase in the Low Income Energy Assistance Program line 105480.562004 and an increase the Energy Assistance revenue line 100222.493568. Please see the attached Funding Authorization. There are no county dollars included in the increase of these funds.

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	Melanie Corprew	5/27/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15



DIVISION OF SOCIAL SERVICES

Low-Income Home Energy Assistance (LIEAP)

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds
EFFECTIVE DATE: 12/01/2020
AUTHORIZATION NUMBER: 8

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

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
Co. No.	COUNTY	Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	640,979.00	640,979.00	23,620.67	23,620.67	664,599.67	664,599.67
02	ALEXANDER	123,944.54	123,944.54	22,255.28	22,255.28	146,199.82	146,199.82
03	ALLEGHANY	56,776.00	56,776.00	12,683.18	12,683.18	69,459.18	69,459.18
04	ANSON	260,581.00	260,581.00	55,359.10	55,359.10	315,940.10	315,940.10
05	ASHE	156,815.00	156,815.00	34,607.60	34,607.60	191,422.60	191,422.60
06	AVERY	64,871.00	64,871.00	17,529.73	17,529.73	82,400.73	82,400.73
07	BEAUFORT	269,801.00	269,801.00	64,854.97	64,854.97	334,655.97	334,655.97
08	BERTIE	164,292.00	164,292.00	42,619.02	42,619.02	206,911.02	206,911.02
09	BLADEN	247,662.00	247,662.00	10,259.13	10,259.13	257,921.13	257,921.13
10	BRUNSWICK	449,450.00	449,450.00	91,629.31	91,629.31	541,079.31	541,079.31
11	BUNCOMBE	861,528.00	861,528.00	78,326.33	78,326.33	939,854.33	939,854.33
12	BURKE	349,377.16	349,377.16	71,532.31	71,532.31	420,909.47	420,909.47
13	CABARRUS	482,053.00	482,053.00	(80,740.10)	-80,740.10	401,312.90	401,312.90
14	CALDWELL	389,956.00	389,956.00	72,982.10	72,982.10	462,938.10	462,938.10
15	CAMDEN	24,153.00	24,153.00	(4,334.68)	-4,334.68	19,818.32	19,818.32
16	CARTERET	203,817.00	203,817.00	8,100.88	8,100.88	211,917.88	211,917.88
17	CASWELL	121,954.00	121,954.00	29,944.84	29,944.84	151,898.84	151,898.84
18	CATAWBA	493,653.00	493,653.00	(154,668.98)	-154,668.98	338,984.02	338,984.02
19	CHATHAM	172,019.00	172,019.00	37,622.95	37,622.95	209,641.95	209,641.95
20	CHEROKEE	112,122.00	112,122.00	16,684.36	16,684.36	128,806.36	128,806.36
21	CHOWAN	76,677.00	76,677.00	20,579.60	20,579.60	97,256.60	97,256.60
22	CLAY	46,666.00	46,666.00	12,663.80	12,663.80	59,329.80	59,329.80
23	CLEVELAND	525,129.00	525,129.00	90,157.64	90,157.64	615,286.64	615,286.64
24	COLUMBUS	354,776.82	354,776.82	59,308.51	59,308.51	414,085.33	414,085.33
25	CRAVEN	403,814.00	403,814.00	(96,411.35)	-96,411.35	307,402.65	307,402.65
26	CUMBERLAND	1,744,849.07	1,744,849.07	(230,002.21)	-230,002.21	1,514,846.86	1,514,846.86
27	CURRITUCK	60,123.36	60,123.36	1,799.35	1,799.35	61,922.71	61,922.71
28	DARE	79,988.00	79,988.00	6,212.54	6,212.54	86,200.54	86,200.54
29	DAVIDSON	669,053.00	669,053.00	(198,052.83)	-198,052.83	471,000.17	471,000.17
30	DAVIE	126,730.00	126,730.00	(8,337.30)	-8,337.30	118,392.70	118,392.70
31	DUPLIN	290,841.00	290,841.00	8,812.76	8,812.76	299,653.76	299,653.76
32	DURHAM	1,116,990.51	1,116,990.51	(266,706.16)	-266,706.16	850,284.35	850,284.35
33	EDGECOMBE	411,301.20	411,301.20	90,560.71	90,560.71	501,861.91	501,861.91
34	FORSYTH	1,601,308.00	1,601,308.00	229,929.51	229,929.51	1,831,237.51	1,831,237.51
35	FRANKLIN	245,764.00	245,764.00	36,415.77	36,415.77	282,179.77	282,179.77
36	GASTON	912,035.00	912,035.00	(112,449.04)	-112,449.04	799,585.96	799,585.96
37	GATES	49,177.40	49,177.40	11,682.52	11,682.52	60,859.92	60,859.92
38	GRAHAM	41,352.00	41,352.00	9,931.61	9,931.61	51,283.61	51,283.61
39	GRANVILLE	207,572.29	207,572.29	(8,883.67)	-8,883.67	198,688.62	198,688.62
40	GREENE	119,662.00	119,662.00	23,439.24	23,439.24	143,101.24	143,101.24
41	GUILFORD	2,376,185.00	2,376,185.00	(351,871.63)	-351,871.63	2,024,313.37	2,024,313.37
42	HALIFAX	483,613.00	483,613.00	122,243.99	122,243.99	605,856.99	605,856.99
43	HARNETT	505,949.00	505,949.00	(24,602.74)	-24,602.74	481,346.26	481,346.26
44	HAYWOOD	238,010.00	238,010.00	7,325.49	7,325.49	245,335.49	245,335.49
45	HENDERSON	303,467.00	303,467.00	(22,616.73)	-22,616.73	280,850.27	280,850.27
46	HERTFORD	222,326.00	222,326.00	41,749.52	41,749.52	264,075.52	264,075.52
47	HOKE	272,095.00	272,095.00	(48,713.35)	-48,713.35	223,381.65	223,381.65

Low-Income Home Energy Assistance (LIEAP) **AUTHORIZATION NUMBER: 8**

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	42,415.00	42,415.00	9,962.39	9,962.39	52,377.39	52,377.39
49	IREDELL	409,155.00	409,155.00	(16,289.46)	-16,289.46	392,865.54	392,865.54
50	JACKSON	156,359.00	156,359.00	(55,541.26)	-55,541.26	100,817.74	100,817.74
51	JOHNSTON	686,453.00	686,453.00	(40,794.39)	-40,794.39	645,658.61	645,658.61
52	JONES	56,402.00	56,402.00	16,189.01	16,189.01	72,591.01	72,591.01
53	LEE	206,655.00	206,655.00	(33,177.85)	-33,177.85	173,477.15	173,477.15
54	LENOIR	378,958.00	378,958.00	15,808.46	15,808.46	394,766.46	394,766.46
55	LINCOLN	257,634.00	257,634.00	25,524.93	25,524.93	283,158.93	283,158.93
56	MACON	145,356.00	145,356.00	20,050.62	20,050.62	165,406.62	165,406.62
57	MADISON	92,874.00	92,874.00	11,134.45	11,134.45	104,008.45	104,008.45
58	MARTIN	140,946.00	140,946.00	28,371.71	28,371.71	169,317.71	169,317.71
59	MCDOWELL	219,415.00	219,415.00	47,983.36	47,983.36	267,398.36	267,398.36
60	MECKLENBURG	3,480,270.93	3,480,270.93	(473,548.68)	-473,548.68	3,006,722.25	3,006,722.25
61	MITCHELL	66,207.00	66,207.00	15,915.28	15,915.28	82,122.28	82,122.28
62	MONTGOMERY	120,203.00	120,203.00	24,977.72	24,977.72	145,180.72	145,180.72
63	MOORE	289,235.00	289,235.00	34,930.55	34,930.55	324,165.55	324,165.55
64	NASH	413,882.00	413,882.00	91,585.94	91,585.94	505,467.94	505,467.94
65	NEW HANOVER	794,811.00	794,811.00	151,771.19	151,771.19	946,582.19	946,582.19
66	NORTHAMPTON	213,101.00	213,101.00	(36,328.16)	-36,328.16	176,772.84	176,772.84
67	ONSLOW	668,981.00	668,981.00	(15,030.60)	-15,030.60	653,950.40	653,950.40
68	ORANGE	399,046.00	399,046.00	(30,003.02)	-30,003.02	369,042.98	369,042.98
69	PAMLICO	54,497.00	54,497.00	6,012.58	6,012.58	60,509.58	60,509.58
70	PASQUOTANK	207,957.00	207,957.00	42,320.83	42,320.83	250,277.83	250,277.83
71	PENDER	249,830.00	249,830.00	50,535.69	50,535.69	300,365.69	300,365.69
72	PERQUIMANS	62,579.00	62,579.00	16,372.66	16,372.66	78,951.66	78,951.66
73	PERSON	182,794.00	182,794.00	39,060.38	39,060.38	221,854.38	221,854.38
74	PITT	1,015,678.00	1,015,678.00	111,011.28	111,011.28	1,126,689.28	1,126,689.28
75	POLK	62,944.00	62,944.00	13,736.40	13,736.40	76,680.40	76,680.40
76	RANDOLPH	569,083.00	569,083.00	2,279.75	2,279.75	571,362.75	571,362.75
77	RICHMOND	321,891.00	321,891.00	72,648.71	72,648.71	394,539.71	394,539.71
78	ROBESON	1,000,594.00	1,000,594.00	(204,587.53)	-204,587.53	796,006.47	796,006.47
79	ROCKINGHAM	453,424.00	453,424.00	94,652.16	94,652.16	548,076.16	548,076.16
80	ROWAN	613,769.00	613,769.00	(46,717.91)	-46,717.91	567,051.09	567,051.09
81	RUTHERFORD	343,891.00	343,891.00	68,748.96	68,748.96	412,639.96	412,639.96
82	SAMPSON	552,449.72	552,449.72	(58,988.35)	-58,988.35	493,461.37	493,461.37
83	SCOTLAND	270,038.00	270,038.00	52,709.94	52,709.94	322,747.94	322,747.94
84	STANLY	245,832.00	245,832.00	34,781.73	34,781.73	280,613.73	280,613.73
85	STOKES	158,059.00	158,059.00	34,732.99	34,732.99	192,791.99	192,791.99
86	SURRY	335,893.00	335,893.00	69,976.88	69,976.88	405,869.88	405,869.88
87	SWAIN	58,381.00	58,381.00	(3,485.68)	-3,485.68	54,895.32	54,895.32
88	TRANSYLVANIA	118,166.00	118,166.00	17,661.98	17,661.98	135,827.98	135,827.98
89	TYRRELL	24,326.00	24,326.00	6,543.63	6,543.63	30,869.63	30,869.63
90	UNION	415,231.42	415,231.42	(68,717.69)	-68,717.69	346,513.73	346,513.73
91	VANCE	348,266.00	348,266.00	79,445.79	79,445.79	427,711.79	427,711.79
92	WAKE	2,063,589.14	2,063,589.14	(219,986.13)	-219,986.13	1,843,603.01	1,843,603.01
93	WARREN	134,868.20	134,868.20	33,760.72	33,760.72	168,628.92	168,628.92
94	WASHINGTON	151,581.00	151,581.00	(15,871.85)	-15,871.85	135,709.15	135,709.15
95	WATAUGA	142,422.00	142,422.00	(8,530.31)	-8,530.31	133,891.69	133,891.69
96	WAYNE	688,121.08	688,121.08	(21,077.44)	-21,077.44	667,043.64	667,043.64
97	WILKES	349,151.00	349,151.00	69,373.02	69,373.02	418,524.02	418,524.02
98	WILSON	423,542.00	423,542.00	99,526.56	99,526.56	523,068.56	523,068.56
99	YADKIN	131,684.00	131,684.00	(41,397.35)	-41,397.35	90,286.65	90,286.65
100	YANCEY	97,249.00	97,249.00	24,941.86	24,941.86	122,190.86	122,190.86
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	$ 40,217,397.84	$ 40,217,397.84	$ 0.00	$ 0.00	$ 40,217,397.84	$ 40,217,397.84

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 8

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: G20B1NCLIEA & G21B1NCLIEA
Award Date: FFY 2020 & 2021
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law.

These funds cannot be spent until after December 1, 2020.

XS411 Heading: LIHEAP
Tracked on XS411: Federal Share 100%

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

AUTHORIZED SIGNATURE

DATE: May 11, 2021

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
SUSAN OSBORNE • Assistant Secretary for County Operations for Human Services

May 7, 2021

Dear County Directors of Social Services

Attention: Energy Administrators, Managers & Supervisors

Subject: Low Income Energy Assistance Program (LIEAP) One-time Supplement

Priority: Information & Action

The purpose of this letter is to provide information regarding the one-time LIEAP supplement. The supplement will be calculated by a formula based on the household's previously approved LIEAP payment amount. NC FAST will send a system generated notice to the household informing them of the supplement and of the supplement amount. The **Energy One Time Supplement Report** will be available in NC FAST on **May 18, 2021.**

We know that does not leave a lot of time for the budgets to be approved and checks to be drafted and sent prior to the end of the month. Attached to this letter is a spreadsheet that identifies the total amount of money each county will be allocated. The report breaks the total amount down into the supplement amounts per category for each county. We are hoping that counties will be able to use this spreadsheet to amend your budgets. In addition, we are advising counties to use the **NFOMD023M - Energy Payment Request Detail Report** in NC FAST starting today to identify customers who have previously received a LIEAP payment so that you can proactively start the check writing process. **Once allocations are released in NC FAST on May 18th, counties can issue checks to the vendors for payment.**

To use the **NFOMD023M - Energy Payment Request Detail Report**:

- The **NFOMD023M - Energy Payment Request Detail Report** can be exported in an Excel sheet and printed out.
- This report contains information such Provider, Account Holder Name, Account Number, Benefit Amount, Fund Source, and Application Reference Number.
- **Note**: If a payment has not been created then the Payment Request Reference Number will **NOT** display on this report.
- Use the LIEAP amount the applicant was issued in comparison to these amounts below to determine the supplement amount the applicant will receive:
    - $300 benefit received = supplement will be $40.31
    - $400 benefit received = supplement will be $53.75
    - $500 benefit received = supplement will be $67.19

Attached is a screenshot of where to find the **NFOMD023M - Energy Payment Request Detail Report** in NC FAST.

On **May 18, 2021**, a new report in FAST Help titled **"Energy One Time Supplement Report"** will be available. The report will also be available in NC FAST under Energy Report titled "**NFOMD023P – Energy One Time Supplement Report**". This report can be used to compare information from the **NFOMD023M - Energy Payment Request Detail** to ensure correct payments. Both reports will list all households receiving the one time supplement.

If payments are not processed on your counties May service report, they will be deducted from your counties State Fiscal Year 2021-2022 allocations. Job aids regarding the one-time supplement are available in FAST Help titled Energy-Payment Requests and Check Recording Process.

If you have any questions, please contact Operational Support Team (OST) at DSS.Policy.Questions@dhhs.nc.gov

Sincerely,

Carla L. West, Senior Director for Economic Security
CLW/js

EFS-FNSEP-49-2021
Attachments (2)
NFOMD023M - Energy Payment Request Detail Report Screenshot
One Time Supplement Spreadsheet

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES • ECONOMIC AND FAMILY SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603
MAILING ADDRESS: 2420 Mail Service Center, Raleigh, NC 27699-2420
www.ncdhhs.gov • TEL: 919-527-6300 • FAX: 919-334-1265

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** June 7, 2021

FY Budget: 2020-2021

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100222.493568	Energy Assistance	$978	
105480.562002	Duke Progress Energy	$978	

Department Justification:
On May 6, 2021 and May 27, 2021, DSS received notification that additional funds have been allocated to Beaufort County for the Duke Progress Energy Assistance Program. Beaufort County received an additional $540 on May 6, 2021 and an additional $438 on May 27, 2021. We are requesting that the Social Services budget be amended to reflect an increase in the Duke Progress Energy Assistance Program line 105480.562002 and an increase in the Energy Assistance revenue line 100222.493568. Please see the attached Funding Authorizations.
There are no county dollars included in the increase of these funds.

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	Melanie Cosgrove	5/27/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15



FUNDING AUTHORIZATION
DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund
EFFECTIVE DATE: 07/01/2020
AUTHORIZATION NUMBER: 11

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

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
Co. No.	COUNTY	State	Total	State	Total	State	Total
01	ALAMANCE	0.00	0.00	0.00	0.00	0.00	0.00
02	ALEXANDER	0.00	0.00	0.00	0.00	0.00	0.00
03	ALLEGHANY	0.00	0.00	0.00	0.00	0.00	0.00
04	ANSON	6,527.38	6,527.38	255.84	255.84	6,783.22	6,783.22
05	ASHE	0.00	0.00	0.00	0.00	0.00	0.00
06	AVERY	156.72	156.72	14.00	14.00	170.72	170.72
07	BEAUFORT	11,551.14	11,551.14	540.00	540.00	12,091.14	12,091.14
08	BERTIE	0.00	0.00	0.00	0.00	0.00	0.00
09	BLADEN	9,213.33	9,213.33	444.00	444.00	9,657.33	9,657.33
10	BRUNSWICK	18,770.93	18,770.93	1,254.26	1,254.26	20,025.19	20,025.19
11	BUNCOMBE	36,798.74	36,798.74	4,658.76	4,658.76	41,457.50	41,457.50
12	BURKE	0.00	0.00	0.00	0.00	0.00	0.00
13	CABARRUS	0.00	0.00	0.00	0.00	0.00	0.00
14	CALDWELL	0.00	0.00	0.00	0.00	0.00	0.00
15	CAMDEN	0.00	0.00	0.00	0.00	0.00	0.00
16	CARTERET	10,616.92	10,616.92	913.34	913.34	11,530.26	11,530.26
17	CASWELL	7,967.72	7,967.72	450.00	450.00	8,417.72	8,417.72
18	CATAWBA	0.00	0.00	0.00	0.00	0.00	0.00
19	CHATHAM	14,025.31	14,025.31	1,042.78	1,042.78	15,068.09	15,068.09
20	CHEROKEE	0.00	0.00	0.00	0.00	0.00	0.00
21	CHOWAN	0.00	0.00	0.00	0.00	0.00	0.00
22	CLAY	0.00	0.00	0.00	0.00	0.00	0.00
23	CLEVELAND	0.00	0.00	0.00	0.00	0.00	0.00
24	COLUMBUS	11,405.73	11,405.73	331.48	331.48	11,737.21	11,737.21
25	CRAVEN	6,726.36	6,726.36	322.00	322.00	7,048.36	7,048.36
26	CUMBERLAND	10,883.40	10,883.40	775.68	775.68	11,659.08	11,659.08
27	CURRITUCK	0.00	0.00	0.00	0.00	0.00	0.00
28	DARE	0.00	0.00	0.00	0.00	0.00	0.00
29	DAVIDSON	0.00	0.00	0.00	0.00	0.00	0.00
30	DAVIE	0.00	0.00	0.00	0.00	0.00	0.00
31	DUPLIN	6,105.20	6,105.20	288.00	288.00	6,393.20	6,393.20
32	DURHAM	3,192.79	3,192.79	70.00	70.00	3,262.79	3,262.79
33	EDGECOMBE	6,809.11	6,809.11	332.00	332.00	7,141.11	7,141.11
34	FORSYTH	63.36	63.36	0.00	0.00	63.36	63.36
35	FRANKLIN	8,815.22	8,815.22	574.40	574.40	9,389.62	9,389.62
36	GASTON	0.00	0.00	0.00	0.00	0.00	0.00
37	GATES	0.00	0.00	0.00	0.00	0.00	0.00
38	GRAHAM	0.00	0.00	0.00	0.00	0.00	0.00
39	GRANVILLE	7,215.90	7,215.90	426.00	426.00	7,641.90	7,641.90
40	GREENE	3,986.00	3,986.00	190.00	190.00	4,176.00	4,176.00
41	GUILFORD	0.00	0.00	0.00	0.00	0.00	0.00
42	HALIFAX	4,283.00	4,283.00	226.00	226.00	4,509.00	4,509.00
43	HARNETT	7,063.72	7,063.72	341.32	341.32	7,405.04	7,405.04
44	HAYWOOD	8,278.59	8,278.59	564.36	564.36	8,842.95	8,842.95
45	HENDERSON	5,613.66	5,613.66	286.00	286.00	5,899.66	5,899.66
46	HERTFORD	0.00	0.00	0.00	0.00	0.00	0.00
47	HOKE	4,362.86	4,362.86	226.00	226.00	4,588.86	4,588.86

FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	State	Total	State	Total	State	Total
48	HYDE	0.00	0.00	0.00	0.00	0.00	0.00
49	IREDELL	0.00	0.00	0.00	0.00	0.00	0.00
50	JACKSON	2,071.00	2,071.00	40.00	40.00	2,111.00	2,111.00
51	JOHNSTON	16,411.24	16,411.24	1,173.60	1,173.60	17,584.84	17,584.84
52	JONES	4,897.87	4,897.87	200.00	200.00	5,097.87	5,097.87
53	LEE	5,227.78	5,227.78	453.78	453.78	5,681.56	5,681.56
54	LENOIR	6,007.35	6,007.35	278.00	278.00	6,285.35	6,285.35
55	LINCOLN	0.00	0.00	0.00	0.00	0.00	0.00
56	MACON	0.00	0.00	0.00	0.00	0.00	0.00
57	MADISON	14,988.17	14,988.17	162.00	162.00	15,150.17	15,150.17
58	MARTIN	0.00	0.00	0.00	0.00	0.00	0.00
59	MCDOWELL	243.00	243.00	0.00	0.00	243.00	243.00
60	MECKLENBURG	0.00	0.00	0.00	0.00	0.00	0.00
61	MITCHELL	5,468.31	5,468.31	295.72	295.72	5,764.03	5,764.03
62	MONTGOMERY	5,233.66	5,233.66	270.52	270.52	5,504.18	5,504.18
63	MOORE	20,312.23	20,312.23	1,683.10	1,683.10	21,995.33	21,995.33
64	NASH	4,962.00	4,962.00	500.00	500.00	5,462.00	5,462.00
65	NEW HANOVER	33,581.47	33,581.47	2,254.22	2,254.22	35,835.69	35,835.69
66	NORTHAMPTON	0.00	0.00	0.00	0.00	0.00	0.00
67	ONSLOW	11,850.97	11,850.97	615.96	615.96	12,466.93	12,466.93
68	ORANGE	190.00	190.00	0.00	0.00	190.00	190.00
69	PAMLICO	6,540.03	6,540.03	312.00	312.00	6,852.03	6,852.03
70	PASQUOTANK	0.00	0.00	0.00	0.00	0.00	0.00
71	PENDER	5,999.74	5,999.74	328.00	328.00	6,327.74	6,327.74
72	PERQUIMANS	0.00	0.00	0.00	0.00	0.00	0.00
73	PERSON	14,952.70	14,952.70	830.72	830.72	15,783.42	15,783.42
74	PITT	3,533.00	3,533.00	156.00	156.00	3,689.00	3,689.00
75	POLK	0.00	0.00	0.00	0.00	0.00	0.00
76	RANDOLPH	6,836.62	6,836.62	460.68	460.68	7,297.30	7,297.30
77	RICHMOND	7,710.86	7,710.86	475.36	475.36	8,186.22	8,186.22
78	ROBESON	7,390.59	7,390.59	391.56	391.56	7,782.15	7,782.15
79	ROCKINGHAM	0.00	0.00	0.00	0.00	0.00	0.00
80	ROWAN	0.00	0.00	0.00	0.00	0.00	0.00
81	RUTHERFORD	0.00	0.00	0.00	0.00	0.00	0.00
82	SAMPSON	5,725.36	5,725.36	284.00	284.00	6,009.36	6,009.36
83	SCOTLAND	5,047.00	5,047.00	274.00	274.00	5,321.00	5,321.00
84	STANLY	3,988.25	3,988.25	2.00	2.00	3,990.25	3,990.25
85	STOKES	0.00	0.00	0.00	0.00	0.00	0.00
86	SURRY	0.00	0.00	0.00	0.00	0.00	0.00
87	SWAIN	0.00	0.00	0.00	0.00	0.00	0.00
88	TRANSYLVANIA	0.00	0.00	0.00	0.00	0.00	0.00
89	TYRRELL	0.00	0.00	0.00	0.00	0.00	0.00
90	UNION	0.00	0.00	0.00	0.00	0.00	0.00
91	VANCE	4,801.94	4,801.94	308.08	308.08	5,110.02	5,110.02
92	WAKE	155,357.23	155,357.23	11,899.16	11,899.16	167,256.39	167,256.39
93	WARREN	8,712.32	8,712.32	470.48	470.48	9,182.80	9,182.80
94	WASHINGTON	0.00	0.00	0.00	0.00	0.00	0.00
95	WATAUGA	0.00	0.00	0.00	0.00	0.00	0.00
96	WAYNE	10,768.05	10,768.05	932.00	932.00	11,700.05	11,700.05
97	WILKES	0.00	0.00	0.00	0.00	0.00	0.00
98	WILSON	7,544.80	7,544.80	178.88	178.88	7,723.68	7,723.68
99	YADKIN	0.00	0.00	0.00	0.00	0.00	0.00
100	YANCEY	1,493.00	1,493.00	4.00	4.00	1,497.00	1,497.00
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	598,279.63	598,279.63	39,760.04	39,760.04	638,039.67	638,039.67

FUNDING SOURCE: Progress Energy

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

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

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

AUTHORIZED SIGNATURE DATE:

May 6, 2021



DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund
EFFECTIVE DATE: 07/01/2020
AUTHORIZATION NUMBER: 12

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

		Additional Allocation	
Co. No.	COUNTY	State	Total
01	ALAMANCE	0.00	0.00
02	ALEXANDER	0.00	0.00
03	ALLEGHANY	0.00	0.00
04	ANSON	227.84	227.84
05	ASHE	0.00	0.00
06	AVERY	14.00	14.00
07	BEAUFORT	438.00	438.00
08	BERTIE	0.00	0.00
09	BLADEN	434.00	434.00
10	BRUNSWICK	1,187.00	1,187.00
11	BUNCOMBE	3,082.42	3,082.42
12	BURKE	0.00	0.00
13	CABARRUS	0.00	0.00
14	CALDWELL	0.00	0.00
15	CAMDEN	0.00	0.00
16	CARTERET	759.30	759.30
17	CASWELL	450.00	450.00
18	CATAWBA	0.00	0.00
19	CHATHAM	1,063.72	1,063.72
20	CHEROKEE	0.00	0.00
21	CHOWAN	0.00	0.00
22	CLAY	0.00	0.00
23	CLEVELAND	0.00	0.00
24	COLUMBUS	256.16	256.16
25	CRAVEN	230.02	230.02
26	CUMBERLAND	797.00	797.00
27	CURRITUCK	0.00	0.00
28	DARE	0.00	0.00
29	DAVIDSON	0.00	0.00
30	DAVIE	0.00	0.00
31	DUPLIN	264.00	264.00
32	DURHAM	66.00	66.00
33	EDGECOMBE	328.00	328.00
34	FORSYTH	0.00	0.00
35	FRANKLIN	488.00	488.00
36	GASTON	0.00	0.00
37	GATES	0.00	0.00
38	GRAHAM	0.00	0.00
39	GRANVILLE	374.00	374.00
40	GREENE	180.00	180.00
41	GUILFORD	0.00	0.00
42	HALIFAX	226.00	226.00
43	HARNETT	323.32	323.32
44	HAYWOOD	592.56	592.56
45	HENDERSON	280.00	280.00
46	HERTFORD	0.00	0.00
47	HOKE	224.00	224.00

FUNDING SOURCE: Duke Energy Progress-Energy Neighbor Fund

		Additional Allocation	
	COUNTY	State	Total
48	HYDE	0.00	0.00
49	IREDELL	0.00	0.00
50	JACKSON	40.00	40.00
51	JOHNSTON	929.60	929.60
52	JONES	180.00	180.00
53	LEE	410.44	410.44
54	LENOIR	212.00	212.00
55	LINCOLN	0.00	0.00
56	MACON	0.00	0.00
57	MADISON	162.00	162.00
58	MARTIN	0.00	0.00
59	MCDOWELL	0.00	0.00
60	MECKLENBURG	0.00	0.00
61	MITCHELL	253.52	253.52
62	MONTGOMERY	294.52	294.52
63	MOORE	1,462.36	1,462.36
64	NASH	401.00	401.00
65	NEW HANOVER	1,905.48	1,905.48
66	NORTHAMPTON	0.00	0.00
67	ONSLOW	585.88	585.88
68	ORANGE	0.00	0.00
69	PAMLICO	269.96	269.96
70	PASQUOTANK	0.00	0.00
71	PENDER	240.00	240.00
72	PERQUIMANS	0.00	0.00
73	PERSON	860.64	860.64
74	PITT	156.00	156.00
75	POLK	0.00	0.00
76	RANDOLPH	434.68	434.68
77	RICHMOND	407.36	407.36
78	ROBESON	369.56	369.56
79	ROCKINGHAM	0.00	0.00
80	ROWAN	0.00	0.00
81	RUTHERFORD	0.00	0.00
82	SAMPSON	280.00	280.00
83	SCOTLAND	216.00	216.00
84	STANLY	2.00	2.00
85	STOKES	0.00	0.00
86	SURRY	0.00	0.00
87	SWAIN	0.00	0.00
88	TRANSYLVANIA	0.00	0.00
89	TYRRELL	0.00	0.00
90	UNION	0.00	0.00
91	VANCE	268.08	268.08
92	WAKE	11,522.14	11,522.14
93	WARREN	464.48	464.48
94	WASHINGTON	0.00	0.00
95	WATAUGA	0.00	0.00
96	WAYNE	814.00	814.00
97	WILKES	0.00	0.00
98	WILSON	191.00	191.00
99	YADKIN	0.00	0.00
100	YANCEY	2.00	2.00
150	Jackson Indian	0.00	0.00
187	Swain Indian	0.00	0.00
	Total	35,620.04	35,620.04

Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 6-7-21

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0223-433035	American Rescue Plan Revenue	4,564,017	
10-4135-526125	American Rescue Plan Expenses	4,564,017	

Department Justification:

To recognize $4,564,017 in grant revenue received from federal government to Beaufort County through American Rescue Plan Act.

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. _____	

BOARD OF COMMISSIONERS
Frankie Waters, Chairman
Jerry E. Langley, Vice Chairman
Hood Richardson
Ed Booth
Randy Walker
Stan Deatherage
John Rebholz

COUNTY OFFICIALS
Brian M. Alligood, County Manager
Katie Mosher, Clerk to the Board
Anita Radcliffe, Finance Director
David Francisco, County Attorney

BEAUFORT COUNTY
NORTH CAROLINA

To: Chairman Frankie Waters & Members of the Board of Commissioners
From: Anita C. Radcliffe, Financial Officer
Date: June 7, 2021
Subject: Reporting of Inter-Departmental Reallocations and Approval of Appropriation of Water Revenues to Cover Water Purchases

Transfers of funds between the following departments within the General Fund have been completed without increasing the overall County budget. These reallocations were necessary to ensure budgetary compliance at year end.

Increase Tax Administration	$	41,000
Increase Tax Collector		20,000
Increase Economic Development		10,710
Increase Public Buildings		9,290
Increase Jail (Operations)		10,000
Increase Sheriff's Office (Operations)		24,000
Decrease Communications (Operations)		(34,000)
Increase Veterans		1,500
Increase Cooperative Extension		15,000
Decrease Fire Protection		(40,000)
Decrease Medical Examiner		(15,000)
Decrease EMS		(42,500)
Total		0

Beaufort County
Finance

Budget Amendment Request

Department: **Water Fund** **Date of Request:** **6-7-21**

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
60-3713-451000	Water Sales	250,000	
60-7130-572000	Water Purchases	250,000	

Department Justification:

To appropriate additional water revenue during Covid Pandemic to cover water purchases from City of Washington.

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. _____	

ROY COOPER
Governor
DIONNE DELLI-GATTI
Secretary
S. DANIEL SMITH
Director

NORTH CAROLINA
Environmental Quality

May 20, 2021

Erick Jennings, Water Systems Manager
Beaufort Co (Northside)
111 West Second Street
Washington, NC 27889

Subject: LWSP Meets Minimum Criteria
Beaufort Co (Northside)
PWSID#: 04-07-035
Beaufort County

Dear Erick Jennings,

This letter is to notify you that our staff has reviewed the information contained in the 2020 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for the 04-07-035 system hereby meets the minimum criteria established in North Carolina General Statute 143-355 (l).

Your water system's 2020 LWSP is now viewable online from the LWSP website found at: **http://www.ncwater.org/WUDC/app/LWSP/search.php.** The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2020 LWSP complete.

The 2020 LWSP must next be adopted by your water system's governing board; a model LWSP resolution is available online on the right side of the page in the Forms and Docs section at: **https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/learn.php.** A copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Section Supervisor, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Klaus Albertin at klaus.albertin@ncdenr.gov or 919-707-9035 or Linwood Peele at linwood.peele@ncdenr.gov or (919) 707-9024 if we can be of further assistance.

Sincerely,

Linwood E. Peele, Supervisor
Division of Water Resources, NCDEQ

Beaufort Co (Northside)

2020

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Complete

Water System Name:	Beaufort Co (Northside)	PWSID:	04-07-035
Mailing Address:	111 West Second Street Washington, NC 27889	Ownership:	County
Contact Person:	Erick Jennings	Title:	Water Systems Manager
Phone:	252-975-0720	Cell/Mobile:	--
Secondary Contact:	Christina Smith	Phone:	252-975-0720
Mailing Address:	111 West Second Street Washington, NC 27889	Cell/Mobile:	--

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	4-16	5.00 %
Polyvinyl Chloride	2-12	95.00 %

What are the estimated total miles of distribution system lines? 763 Miles
How many feet of distribution lines were replaced during 2020? 1,858 Feet
How many feet of new water mains were added during 2020? 0 Feet
How many meters were replaced in 2020? 114
How old are the oldest meters in this system? 26 Year(s)
How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 0
What is this system's finished water storage capacity? 4.0500 Million Gallons
Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* No

Programs

Does this system have a program to work or flush hydrants? Yes, As Needed
Does this system have a valve exercise program? No
Does this system have a cross-connection program? Yes
Does this system have a program to replace meters? Yes
Does this system have a plumbing retrofit program? No
Does this system have an active water conservation public education program? Yes
Does this system have a leak detection program? Yes

Educational tips on water conservation are included in our annual Consumer Confidence Reports.
In-field leak detection is performed by Beaufort County personnel via visual inspection as well as services performed by NCRWA.
When a leak is discovered it is repaired by Beaufort County personnel or approved contractor.

Water Conservation

What type of rate structure is used? Flat/Fixed

How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0

Does this system have an interconnection with another system capable of providing water in an emergency? Yes

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Pamlico River & Sound (15-3)	80 %	Beaufort	100 %
Tar River (15-1)	15 %		
Roanoke River (14-1)	5 %		

What was the year-round population served in 2020? 21,451

Has this system acquired another system since last report? No

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	9,051	1.0246	0	0.0000
Commercial	46	0.0444	3	0.0000
Industrial	0	0.0000	0	0.0000
Institutional	0	0.0000	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.2284 MGD

St. John Church of Crist has an unmetered connection for a fire sprinkler system at 2240 St. John Church Road.
Coastal Carolina Cotton Gin has an unmetered connection for a fire sprinkler system at 4851 Terra Ceia Road.
Hysucat Boat Company has an unmetered connection for a fire sprinkler system at 7013 NC Hwy 92 East.

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	Contract MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Bath	04-07-030	0.0196	366	0.0000	2018	Yes	No	6	Regular
Belhaven	04-07-015	0.0000	0	0.0000	2020	Yes	Yes	6	Emergency
Hyde County	04-48-010	0.0000	0			Yes	Yes	6	Emergency

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	1.2693		May	1.4906		Sep	1.5649	
Feb	1.2046		Jun	1.5405		Oct	1.5347	
Mar	1.1800		Jul	1.6474		Nov	1.3042	
Apr	1.4661		Aug	1.3994		Dec	1.4404	

☒

Water Purchases From Other Systems

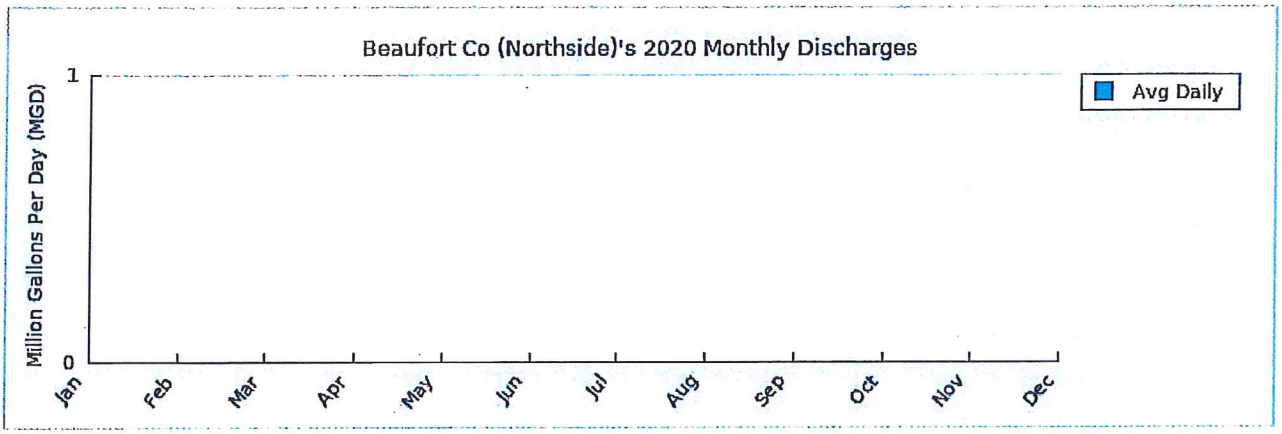
Seller	PWSID	Average Daily Purchased (MGD)	Days Used	Contract MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size (s) (Inches)	Use Type
Beaufort Co Southside	04-07-040	0.2982	218	0.9600		Yes	Yes	12	Regular
Belhaven	04-07-015	0.0000	0			Yes	Yes	6	Emergency
Hyde County	04-48-010	0.0000	0				No	6	Emergency

Washington	04-07-010	1.2432	366	1.6480	2038	Yes	Yes	16	Regular

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0000	May	0.0000	Sep	0.0000
Feb	0.0000	Jun	0.0000	Oct	0.0000
Mar	0.0000	Jul	0.0000	Nov	0.0000
Apr	0.0000	Aug	0.0000	Dec	0.0000



How many sewer connections does this system have? 0

How many water service connections with septic systems does this system have? 8,904

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

Beaufort County Northside provides water service to 190 active residences that have sewer services with the Town of Belhaven, and 3 active residences that have sewer service with the City of Washington.

5. Planning

Projections

	2020	2030	2040	2050	2060	2070
Year-Round Population	21,451	22,631	23,811	24,991	26,171	27,351
Seasonal Population	0	0	0	0	0	0
Residential	1.0246	1.0863	1.1429	1.1996	1.2562	1.3128
Commercial	0.0444	0.0500	0.0510	0.0520	0.0530	0.0540
Industrial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Institutional	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
System Process	0.2284	0.2300	0.2350	0.2400	0.2450	0.2500
Unaccounted-for	0.1038	0.1093	0.1143	0.1193	0.1243	0.1294

Demand v/s Percent of Supply

	2020	2030	2040	2050	2060	2070
Surface Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	2.6080	2.6080	2.6080	2.6080	2.6080	2.6080
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	2.6080	2.6080	2.6080	2.6080	2.6080	2.6080
Service Area Demand	1.4012	1.4756	1.5432	1.6109	1.6785	1.7462

Sales	0.0196	0.0196	0.0196	0.0196	0.0196	0.0196
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	1.4208	1.4952	1.5628	1.6305	1.6981	1.7658
Demand as Percent of Supply	54%	57%	60%	63%	65%	68%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 48 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

Additional Information

Has this system participated in regional water supply or water use planning? No

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

RESOLUTION APPROVING LOCAL WATER SUPPLY PLAN FOR BEAUFORT COUNTY (NORTHSIDE) PWSID#04-07-035

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Beaufort County (Northside) – PWSID#: 04-07-035, has been developed and submitted to the Board of Commissioners of Beaufort County for approval; and

WHEREAS, the Board of Commissioners of Beaufort finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for Beaufort County (Northside) – PWSID#: 04-07-035, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute; and

WHEREAS, the Board of Commissioners of Beaufort County Water Districts I, II, III, IV, V, VI, and VII entered into an Interlocal Agreement for the Administration of the Beaufort County Water Districts with the Beaufort County Board of Commissioners on June 4, 2018;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Beaufort County of Beaufort County (Northside) – PWSID#: 04-07-035 that the Local Water Supply Plan entitled, Beaufort Co (Northside) dated 2020, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Board of Commissioners of Beaufort County intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 7th day of June 2021.

(SEAL)

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board

ROY COOPER
Governor
DIONNE DELLI-GATTI
Secretary
S. DANIEL SMITH
Director

NORTH CAROLINA
Environmental Quality

May 20, 2021

Erick Jennings, Water Systems Manager
Beaufort Co (Southside)
111 West Second Street
Washington, NC 27889

Subject: LWSP Meets Minimum Criteria
Beaufort Co (Southside)
PWSID#: 04-07-040
Beaufort County

Dear Erick Jennings,

This letter is to notify you that our staff has reviewed the information contained in the 2020 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for the 04-07-040 system hereby meets the minimum criteria established in North Carolina General Statute 143-355 (l).

Your water system's 2020 LWSP is now viewable online from the LWSP website found at: **http://www.ncwater.org/WUDC/app/LWSP/search.php**. The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2020 LWSP complete.

The 2020 LWSP must next be adopted by your water system's governing board; a model LWSP resolution is available online on the right side of the page in the Forms and Docs section at: **https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/learn.php.** A copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Section Supervisor, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Klaus Albertin at klaus.albertin@ncdenr.gov or 919-707-9035 or Linwood Peele at linwood.peele@ncdenr.gov or (919) 707-9024 if we can be of further assistance.

Sincerely,

Linwood E. Peele, Supervisor
Division of Water Resources, NCDEQ

Beaufort Co (Southside)

2020

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Beaufort Co (Southside)	PWSID:	04-07-040
Mailing Address:	111 West Second Street Washington, NC 27889	Ownership:	County
Contact Person:	Erick Jennings	Title:	Water Systems Manager
Phone:	252-975-0720	Cell/Mobile:	--
Secondary Contact:	Christina Smith	Phone:	252-975-0720
Mailing Address:	111 West Second Street Washington, NC 27889	Cell/Mobile:	--

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	4-16	5.00 %
Polyvinyl Chloride	2-12	95.00 %

What are the estimated total miles of distribution system lines? 363 Miles
How many feet of distribution lines were replaced during 2020? 685 Feet
How many feet of new water mains were added during 2020? 0 Feet
How many meters were replaced in 2020? 98
How old are the oldest meters in this system? 23 Year(s)
How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 0
What is this system's finished water storage capacity? 2.0000 Million Gallons
Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* No

Programs

Does this system have a program to work or flush hydrants? Yes, As Needed
Does this system have a valve exercise program? No
Does this system have a cross-connection program? Yes
Does this system have a program to replace meters? Yes
Does this system have a plumbing retrofit program? No
Does this system have an active water conservation public education program? Yes
Does this system have a leak detection program? Yes

Educational tips on water conservation are included in our annual Consumer Confidence Reports.
In-field leak detection is performed by Beaufort County personnel via visual inspection as well as services performed by NCRWA.
When a leak is discovered it is repaired by Beaufort County personnel or approved contractor.

Water Conservation

What type of rate structure is used? Flat/Fixed

How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0

Does this system have an interconnection with another system capable of providing water in an emergency? Yes

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Pamlico River & Sound (15-3)	90 %	Beaufort	100 %
Neuse River (10-1)	7 %		
Tar River (15-1)	3 %		

What was the year-round population served in 2020? 9,106

Has this system acquired another system since last report? No

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	3,842	0.3973	0	0.0000
Commercial	13	0.0089	1	0.0000
Industrial	3	0.0274	0	0.0000
Institutional	0	0.0000	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.1532 MGD

Bay City Crab Company has an unmetered connection for a fire sprinkler system at 6921 NC Hwy 306 South.

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	Contract MGD	Contract Expiration	Contract Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Aurora	04-07-020	0.0853	87	0.0000		Yes	No	6	Emergency
Beaufort Co Northside	04-07-035	0.2982	218	0.9600		Yes	Yes	12	Regular
Chocowinity	04-07-025	0.0000	0			Yes	Yes	6	Emergency

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.6575	1.0000	May	0.8438	1.1900	Sep	0.9500	2.0060
Feb	0.6344	1.2510	Jun	0.8564	1.3710	Oct	0.9294	1.5160
Mar	0.7149	1.1350	Jul	0.8435	1.2040	Nov	0.7537	1.1220
Apr	0.8533	1.3550	Aug	0.8156	1.5420	Dec	0.7873	

☒

Ground Water Sources

Name or Number	Average Daily Withdrawal (MGD)		Max Day Withdrawal (MGD)	12-Hour Supply (MGD)	CUA Reduction	Year Offline	Use Type
	MGD	Days Used					
1	0.1245	266	0.4020	0.5400	CUA0		Regular
2	0.1138	264	0.4010	0.5400	CUA0		Regular
61	0.1613	365	0.4770	0.4320	CUA0		Regular
62	0.1535	365	0.4370	0.2880	CUA0		Regular
63	0.1796	348	0.7230	0.4320	CUA0		Regular
64	0.1539	348	0.5460	0.2880	CUA0		Regular

Ground Water Sources (continued)

Name or Number	Well Depth (Feet)	Casing Depth (Feet)	Screen Depth (Feet)		Well Diameter (Inches)	Pump Intake Depth (Feet)	Metered?
			Top	Bottom			
1	244	199	199	239	12	184	Yes
2	247		202	242	12	183	Yes
61	184	139	139	179	12	127	Yes
62	323	288	288	318	12	279	Yes
63	168	121	121	163	12	113	Yes
64	276	241	241	271	12	234	Yes

Are ground water levels monitored? Yes, Monthly

Does this system have a wellhead protection program? Yes

Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	Contract		Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration				
Aurora	04-07-020	0.0000	0	0.0000		Yes	No	6	Emergency
Chocowinity	04-07-025	0.0000	0			Yes	Yes	6	Emergency

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Ouput Metered?	Source
Beaufort Co District VII	0.7460	Yes	Yes	Ground
Southside WTP	1.1000	Yes	Yes	Ground

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2020? No

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2020? No

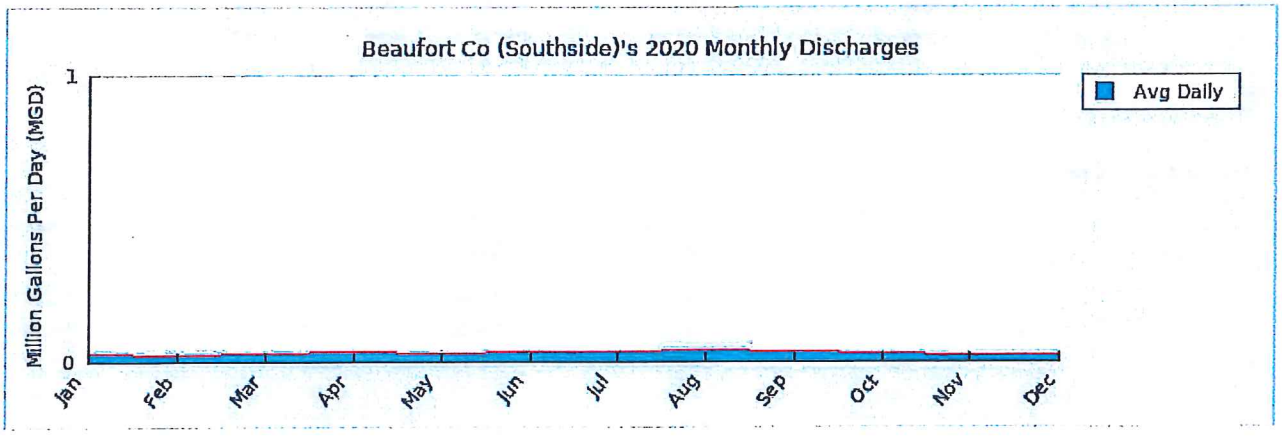
If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0321	May	0.0291	Sep	0.0343
Feb	0.0208	Jun	0.0377	Oct	0.0280
Mar	0.0295	Jul	0.0337	Nov	0.0248
Apr	0.0358	Aug	0.0394	Dec	0.0256



How many sewer connections does this system have? 0

How many water service connections with septic systems does this system have? 3,848

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

Beaufort County Southside provides water to 10 customers that have sewer service with the Town of Chocowinity.
Beaufort County has accepted funding from the State Drinking Water Reserve to upgrade the Southside Water Treatment Plant.
This upgrade includes the construction of one new sludge drying bed for wastewater treatment. This project has been awarded and construction should begin later this year.

Wastewater Permits

Permit Number	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0084808	0.0000	0.1440	0.0070		South Creek	Pamlico River & Sound (15-3)
NC0087491	0.0000	0.2880	0.0240		Pamlico River	Pamlico River & Sound (15-3)

5. Planning

Projections

	2020	2030	2040	2050	2060	2070
Year-Round Population	9,106	10,100	10,200	10,300	10,400	10,500
Seasonal Population	0	0	0	0	0	0
Residential	0.3973	0.4444	0.4488	0.4532	0.4576	0.4620
Commercial	0.0089	0.0100	0.0100	0.0100	0.0100	0.0100
Industrial	0.0274	0.0300	0.0310	0.0320	0.0330	0.0340
Institutional	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
System Process	0.1532	0.1700	0.1717	0.1734	0.1751	0.1769
Unaccounted-for	0.0189	0.0211	0.0213	0.0215	0.0218	0.0220

Future Supply Sources

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Castle Haynes	04-07-040	Ground	0.4320	2021		Regular
Pee Dee	04-07-040	Ground	0.2880	2021		Regular

Beaufort County has accepted funding from the State Water Reserve by means of a 75% grant and 25% loan at 0% interest for 20 years in order to construct a 600 gallon per minute well in the Castle Haynes aquifer and a 400 gallon per minute well in the Pee Dee aquifer to supply the Southside Water Treatment Plant. One new iron filter and one new softening filter will also be added to the Southside Water Treatment Plant in order to process the additional water. The project has been awarded and construction should begin later this year.

Demand v/s Percent of Supply

	2020	2030	2040	2050	2060	2070
Surface Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Ground Water Supply	3.2400	3.2400	3.2400	3.2400	3.2400	3.2400
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.7200	0.7200	0.7200	0.7200	0.7200
Total Available Supply (MGD)	3.2400	3.9600	3.9600	3.9600	3.9600	3.9600
Service Area Demand	0.6057	0.6755	0.6828	0.6901	0.6975	0.7049
Sales	0.1979	0.9600	0.9600	0.9600	0.9600	0.9600
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	0.8036	1.6355	1.6428	1.6501	1.6575	1.6649
Demand as Percent of Supply	25%	41%	41%	42%	42%	42%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 44 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

Additional Information

Has this system participated in regional water supply or water use planning? No

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

RESOLUTION APPROVING LOCAL WATER SUPPLY PLAN FOR BEAUFORT COUNTY (SOUTHSIDE) PWSID#04-07-040

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Beaufort County (Southside) – PWSID#: 04-07-040, has been developed and submitted to the Board of Commissioners of Beaufort County for approval; and

WHEREAS, the Board of Commissioners of Beaufort finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for Beaufort County (Southside) – PWSID#: 04-07-040, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute; and

WHEREAS, the Board of Commissioners of Beaufort County Water Districts I, II, III, IV, V, VI, and VII entered into an Interlocal Agreement for the Administration of the Beaufort County Water Districts with the Beaufort County Board of Commissioners on June 4, 2018;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Beaufort County of Beaufort County (Southside) – PWSID#: 04-07-040 that the Local Water Supply Plan entitled, Beaufort Co (Southside) dated 2020, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Board of Commissioners of Beaufort County intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 7th day of June 2021.

(SEAL)

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 5/27/2021 1:47:01 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Refund Description	Refund Reason	Create Date	Levy Type	Change	Interest Change	Total Change
ASPREY, PAUL LAWSON	ASPREY, PAUL LAWSON		303 N EDEN DR		WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0058269853-2020-2020-0000-00	Vehicle Sold	04/27/2021	Tax	($52.83)	$0.00	($52.83)
										Tax	($44.10)	$0.00	($44.10)
										Vehicle Fee	($5.00)	$0.00	($5.00)
												Refund	$101.93
CLARK, DOUGLAS BRENTON	CLARK, DOUGLAS BRENTON	CLARK, CAROL SPARROW	4103 DAY BEACON DR		BELHAVEN, NC 27810	Proration	Refund Generated due to proration on Bill #0055741793-2020-	Vehicle Sold	04/26/2021	Tax	($253.55)	$0.00	($253.55)
										Tax	($235.58)	$0.00	($235.58)
												Refund	$489.13
HARDISON, RONNIE FLOYD SR	HARDISON, RONNIE FLOYD SR		155 TELEPHONE LN		PINETOWN, NC 27865	Proration	Refund Generated due to proration on Bill #0052339061-2020-2020-0000-00	Vehicle Sold	04/29/2021	Tax	($181.58)	$0.00	($181.58)
										Tax	($11.72)	$0.00	($11.72)
										Tax	($10.01)	$0.00	($10.01)
												Refund	$203.31
JOHNSON, DUSTIN SHAWN	JOHNSON, DUSTIN SHAWN		116 WATERSIDE DR		BATH, NC 27808	Proration	Refund Generated due to proration on Bill #0058827809-2020-	Vehicle Sold	04/28/2021	Tax	($182.17)	$0.00	($182.17)
										Tax	($68.85)	$0.00	($68.85)
												Refund	$251.02
												Refund Total	$2105.73

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 5/27/2021 1:49:20 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
MARIANI, KATHRYN ELAINE	MARIANI, KATHRYN ELAINE	MARIANI, RICHARD JAMES	119 PROVIDENCE PL		CHOCOWINITY, NC 27817	Proration	Refund Generated due to proration on Bill #0047387108-2020-2020-0000-00	Vehicle Sold	05/12/2021		G01	Tax	($152.97)	$0.00	($152.97)
											F60	Tax	($10.36)	$0.00	($10.36)
											E12	Tax	($12.05)	$0.00	($12.05)
														Refund	$175.38
ULRICHS, JACK	ULRICHS, JACK		102 FAIRVIEW LANE		CHOCOWINITY, NC 27817	Proration	Refund Generated due to proration on Bill #0058855926-2020-2020-0000-00	Vehicle Sold	05/17/2021		G01	Tax	($74.09)	$0.00	($74.09)
											C01	Tax	($61.83)	$0.00	($61.83)
											C01	Vehicle Fee	$0.00	$0.00	$0.00
														Refund	$135.92
WATERS, MICHAEL EARL	WATERS, MICHAEL EARL		480 BEAVER DAM RD		PINETOWN, NC 27865	Proration	Refund Generated due to proration on Bill #0058561630-2020-2020-0000-00	Vehicle Sold	05/17/2021		G01	Tax	($271.48)	$0.00	($271.48)
											F63	Tax	($17.53)	$0.00	($17.53)
											E05	Tax	($14.96)	$0.00	($14.96)
														Refund	$303.97
														Refund Total	$615.27

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Date run: 5/27/2021 10:44:44 AM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction Finance sent Date	Refund(Authorized	Refund Amount ($)
835988	SHOE SHOW INC	DBA: SHOE SHOW #165 PO BOX 648 CONCORD, NC 28026	Refund on Bill # 0000020446-2019-2019-0000-00	DPCADJ	4/1/2021 7:00:07 PM		3,232.37
836305	PAUL FRANCIS BELANGER	1819 OLD PAMLICO BEACH RD EA BELHAVEN,NC 27810	Refund on Bill # 0009536506-2020-2020-0000-00	DPCADJ	4/8/2021 7:00:07 PM		358.82
837047	ANDREW LANE HOWARD	1025 SWAN POINT REEF RD WASHINGTON,NC 27889	Refund on Bill # 0009529178-2020-2020-0001-00	DPCADJ	4/27/2021 7:00:11 PM		156.53
							3,747.72

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BLTPREG 838157	577521	05/27/2021	C9BEADH	0009541065-2020-2020-0000-00	IND	$210.75	$210.75

Overpayment Ind property BLTPREG

TOLER, JEFFREY LEE BEAUFORT CO TAX COLLECTOR PO BOX 633 WASHINGTON NC 27889

BLTPREG 837918	577472	05/20/2021	FPITTMAN	0000017111-2020-2020-0000-00	REI	$210.94	$111.00	

Overpayment p.i.n # 5668-72-9046 BLTPREG

SELECT PORTFOLIO SERVICING INC. 3217 SOTH DECKER LAKE DR SALT LAKE CITY UT 84119

BLTPRE 837570	577386	05/11/2021	C9BEADH	0000051289-2015-2015-0000-00	REI	$10.91	$10.91			

Overpayment p.i.n # 6688-78-0579 BLTPREG

BENSON, CONNIE C BEAUFORT COUNTY TAX COLLECTOR PO BOX 633 WASHINGTON BEAUFORT NC 27889

☐	true BLTPREG 837533	577383	05/10/2021	C9BEATB	0000033721-2020-2020-0000-00	REI	$485.94	$195.92		

Overpayment p.i.n # 76064-7715 BLTPREG

EDWARDS, LORETTA PO BOX 172 MOUNT OLIVE BEAUFORT NC 28365

837133	577270	04/30/2021	C9BEADH	0000012298-2020-2020-0000-00	REI	$350.00	$350.00		

Overpayment p.i.n # 6604-41-2175 BLTPREG

ROSS, LAURA BETH BEAUFORT COUNTY TAX COLLECTOR PO BOX 633 WASHINGTON BEAUFORT NC 27889

☐	true BLTPREG 837131	577270	04/30/2021	C9BEADH	0000025540-2020-2020-0000-00	REI	$539.00	$539.00		

Overpayment p.i.n # 5657-28-1658 BLTPREG

MASSIE, ERIN BOAHN BEAUFORT COUNTY TAX COLLECTOR PO BOX 633 WASHINGTON BEAUFORT NC 27889

577232	04/27/2021	C9BEADH	0000051289-2020-2020-0000-00	REI	$148.51	$148.51			

Overpayment p.i.n # 6688-78-0579 BLTPREG

BENSON, CONNIE C BEAUFORT COUNTY TAX COLLECTOR 2541 SWINDELL ROAD PANTEGO BEAUFORT NC 27860

☐	true BLTPREG 836887	577230	04/29/2021	WKINION	0009535118-2019-2019-0000-00	IND	$18.55	$12.23		

Overpayment p.i.n# Ind property BLTPREG

WARREN, MICHAEL STEPHEN 514 CHARLOTTE ST WASHINGTON NC 27889

830710	576539	02/02/2021	DP CREL	0000039037-2019-2019-0000-00	REI	$9,597.64	$2,628.90		

Overpayment p.i.n# 5685-81-1268 Adjustment made by Assessor's office BLTPREG

SLOAN, LEWIS S 215 AUSTIN POINT DR WASHINGTON BEAUFORT NC 27889

☐	true BLTPREG 837723	577416	05/13/2021	0000032649-2017-2017-0000-00	REI	$124.00	$124.00			

Overpayment p.i.n# 5683-90-3304 BLTPREG

HARVEY, CARNELL 234 GILEAD SHORES RD CHOCOWINITY NC 27817

☐	true BLTPREG 837722	577416	05/13/2021	0009534822-2017-2016-0000-00	IND	$112.51	$112.51			

Overpayment p.i.n# Ind property BLTPREG

REDDICK, BENJI D 200 WEST 16TH STREET WASHINGTON NC 27889

	true BLTPREG 837617	577387	HACKLIN	0000051505-2020-2020-0000-00	REI	$834.46	$234.46			

Overpayment p.i.n# 5650-95-3243 BLTPREG

MCLAWHORN, RONALD L 2315 CHANDLER ROAD VANCEBORO BEAUFORT NC 28586

☐	true BLTPREG 837573	577387	HACKLIN	0000032209-2020-2020-0000-00	IND	$436.44	$127.29			

Overpayment Ind Property BLTPREG

HAWKS, WILHELMAINE 653 ELM ST BELHAVEN, NC 27810

BLTPREG 837851		577447	FPITTMAN	0000050474-2020-2020-0000-00	REI	$2,207.79	$1,455.22			

Overpayment ~~7000~~ p.i.n# 6695-60-6058 BLTPREG

	true BLTPREG 838213	RHLDDAI DAILY	5773 88	05/28/2 021	WKINI ON	0009533765-2017- 2017-0000-00	IN D	$115 .00	$115 .00
								BLTPREG	

JETT, BENSON CURTIS SR 14818 NC HWY 32 NORTH PINETOWN NC 27865

Resolution Directing the Relocation of Graves

Whereas, the North Carolina Department of Transportation (NCDOT) is an agency of the State of North Carolina with the authority to effect the disinterment, removal, and reinterment of graves pursuant to N.C.G.S. § 65-106(a)(1); and

Whereas, NCDOT has advised the Board of Commissioners of the necessity for NCDOT to disinter eight (8) graves lying within the proposed right of way of US 17 from North of NC 171 to existing multi-lanes south of Williamston; and

Whereas, the eight (8) graves will be relocated from James L. Hodges, Jr. property cemetery to Oakdale Cemetery.

Be It Resolved, the Beaufort County Board of Commissioners finds it is necessary for the NCDOT to disinter, remove, and reinter these graves as described above.

Be It Further Resolved, that the Board of Commissioners directs that the disinterment, removal, and reinterment of this grave shall be done in accordance with all the requirements of N.C.G.S. § 65-106, with a copy of the recorded certificate of the removal facts to be provided to the Beaufort County Attorney.

Adopted this the 7th day of June, 2021.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioner

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

Date: May 11, 2021

WBS: 35494.2.1
TIP: R-2511 072
COUNTY: Beaufort

DESCRIPTION: US 17 from north of NC 171 to existing multi-lanes south of Williamston

SUBJECT: Relocation of approximately (8) graves from James L. Hodges, Jr. Property Cemetery to Oakdale Cemetery

Beaufort County
Board of Commissioners
121 West 3rd Street
Washington, NC 27889

Members of the Board:

This is to confirm that it will be necessary to disinter approximately (8) graves from the above mentioned cemetery location in Beaufort County. These graves are located in the proposed right of way of the property owned or formerly owned by James L. Hodges, Jr., 8824 US Hwy 17 North.

Upon approval of the Beaufort County Board of Commissioners, regarding the necessity to disinter and re-inter the deceased with the mentioned site, please submit to this office a certified copy of the resolution in accordance with NC General Statute §65-106.

Should additional information be necessary, please contact me at 919-707-4395 kbreed@ncdot.gov or Nikki W. Cobb at nwcobb@ncdot.gov.

Sincerely,

Kandace B Reed

Kandace B. Reed
Real Property Management Specialist

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY UNIT
1546 MAIL SERVICE CENTER
RALEIGH, NC 27699-1546

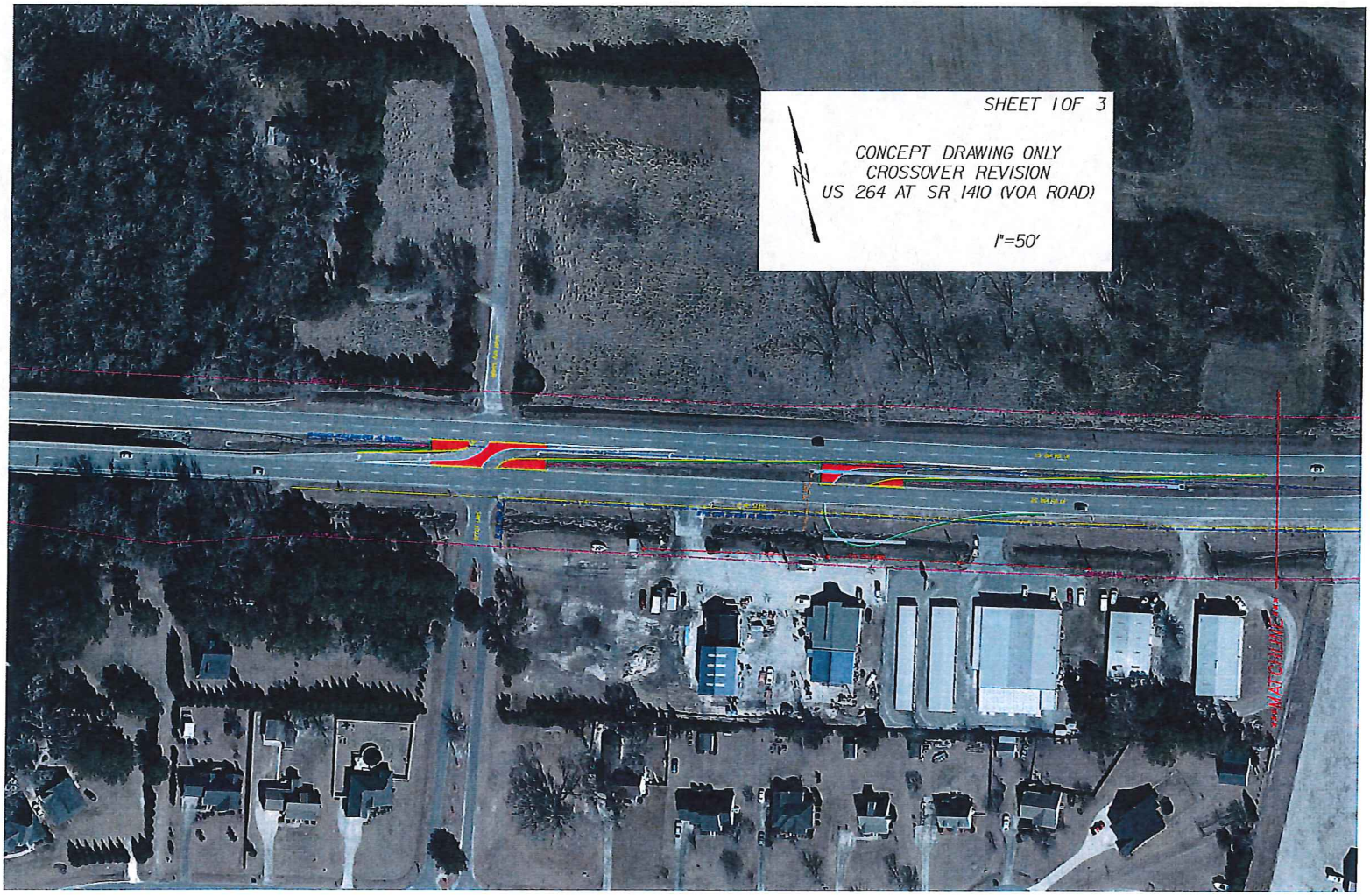
Telephone: (919) 707-4395
Fax: (919)733-1390
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

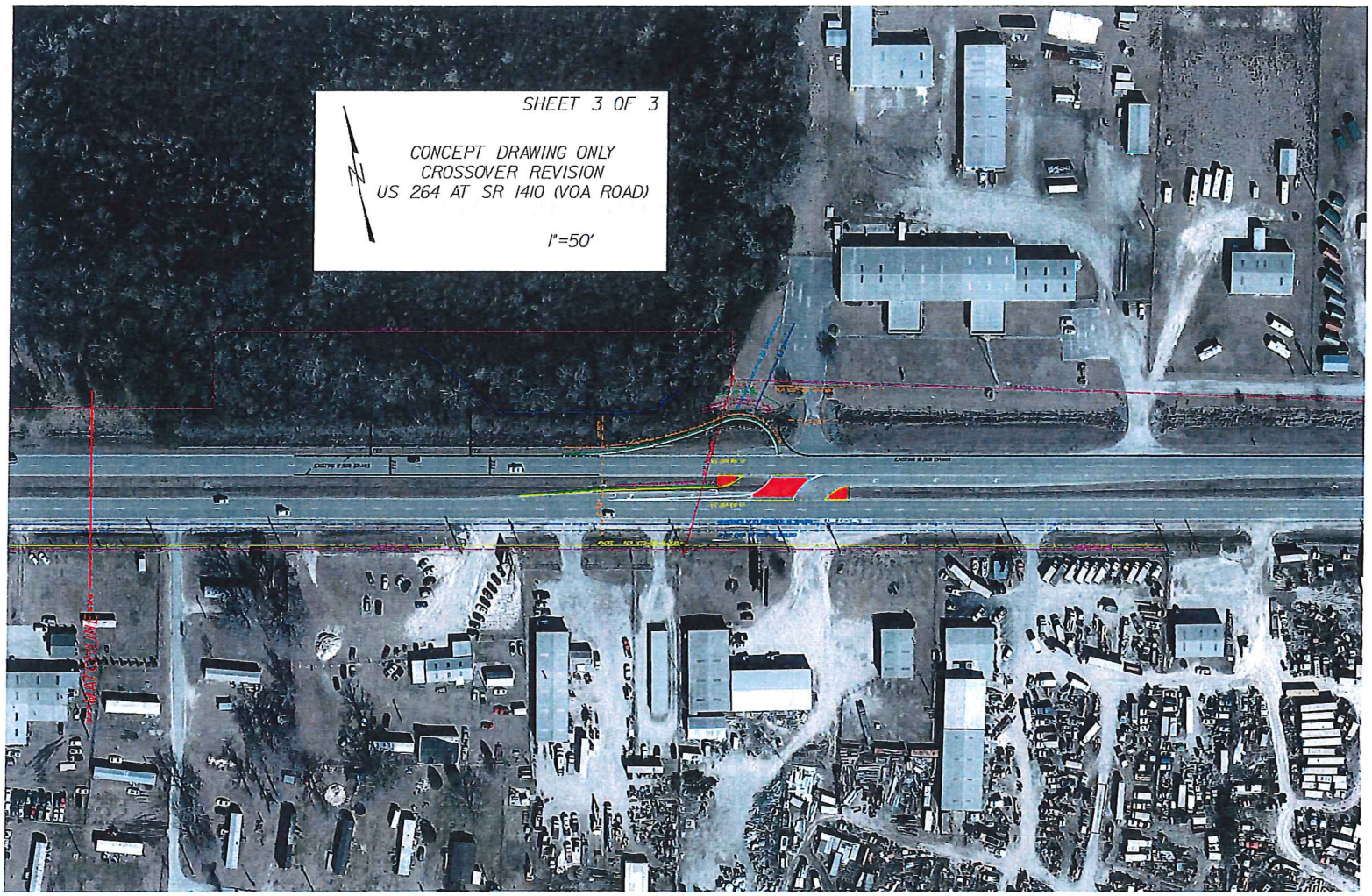
Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

ADDENDUM 2

NCDOT Presentation


SHEET 1 OF 3
CONCEPT DRAWING ONLY
CROSSOVER REVISION
US 264 AT SR 1410 (VOA ROAD)
1"=50'


SHEET 2 OF 3
CONCEPT DRAWING ONLY
CROSSOVER REVISION
US 264 AT SR 1410 (VOA ROAD)
1"=50'
MATCHLINE
MATCHLINE


SHEET 3 OF 3
CONCEPT DRAWING ONLY
CROSSOVER REVISION
US 264 AT SR 1410 (VOA ROAD)
1"=50'

ADDENDUM 3

Position Reclassification, DSS

Kelly Smith

From: James Harris via Smartsheet <user@app.smartsheet.com>
Sent: Friday, April 30, 2021 1:37 PM
To: Kelly Smith
Cc: james.a.harris@nc.gov
Subject: 113-40-005

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

Local Government Position Actions

Row 4

Agency	Beaufort County DSS
Unit/Section	Children's Services
Current Classification	Administrative Assistant I
Position Type	Permanent
Classification (Requested/Proposed/Existing)	Social Worker I
Vacant	☒
Position Action	Reallocate an Existing Position
Position Number	113-40-005
Explanation	The needs of the agency have shifted. With an increase in the number of foster care children and child welfare cases, a Social Worker I is needed primarily to supervise visits and transport children. Duties of the Administrative Assistant I will be divided among existing administrative staff.
Agency Director	Melanie Corprew
County Official Approval	Brian Alligood
OSHR Action	Approved

Approved Classification	Social Worker I
Approved Position Number	113-40-005
Effective Date	05/01/21
OSHR Approver	James Harris
Approval/Disapproval Date	04/30/21
Funding Certification	

View in Smartsheet

Sent using Smartsheet - the leading work execution platform that empowers teams and organizations to move their ideas to impact - fast.
Sent by james.a.harris@nc.gov
© 2021 Smartsheet Inc. | Contact | Privacy Policy | User Agreement | Report Abuse/Spam

NORTH CAROLINA OFFICE OF STATE HUMAN RESOURCES
POSITION ACTION FORM, PD-118

INSTRUCTIONS

1. Submit this form and a copy of the position description (PD-102) for all requests (except abolishment of a position) to OSHR by email attachment, or US Mail (**DO NOT FAX**). Electronic signatures are acceptable.
2. Complete Sections 1, 2, 3, 4 and 5, including signature of County official, if required.
3. Attach a copy of the organization chart as it will look if the classification request is approved. Indicate on the chart the position to be reviewed.

1. Agency: Beaufort County DSS — Date Submitted: _____
   Unit/Section: Children's Services — Location (City): Washington
   Contact Name: Kelly Smith — Phone Number: 252-940-6034

2. Basic Position Information: (Complete for all actions) COPY

   Current Classification: Administrative Assistant I

   Type of position: ■ Permanent ☐ Temporary; End Date: _____ ☐ Part-time, hours /week: _____

   Name and classification title of immediate supervisor: Andrea Starkie, Social Work Supervisor III

   ■ Vacant Name of ☐ Incumbent: _____

3. Position Action: Requested Effective Date: 5/1/21

   ☐ Establish New Position: Requested Classification: _____
   Salary Grade: _____ Approved Salary Range: $ _____

   ■ Reallocate: Proposed Classification: Social Worker I Position #: 113-40-005
   Approved Salary Grade: 63 Approved Salary Range: $ 34,979 - $36,728

   ☐ Abolish: Existing Position Classification _____ Position #: _____

4. EXPLANATION: (State the reason for the requested action. Identify special project positions.)

The needs of the agency have shifted. With an increase in the number of foster children and child welfare cases, a Social Worker I is needed primarily to supervise visits and transport children. Duties of the Administrative Assistant I have been divided among existing administrative staff.

5. AUTHORIZATION BY LOCAL DEPARTMENT: This request has been officially authorized and sufficient funds are budgeted and approved for use.

Melanie Cosgrove 4/7/21
Agency Director Date

Brian Alligood 4/12/21
County Official (if applicable) Date

6. ☐ Approved Classification: _____ Position #: _____
   ☐ Action Revised and Approved (reason on reverse) Effective Date: _____
   ☐ Action Request Disapproved (reason on reverse)
   (Continue on reverse side or additional sheet if needed)

OFFICE OF STATE HUMAN RESOURCES

Approved: _____ Date: _____

Revised 1/2016

ADDENDUM 4

Voting Equipment Resolution and Acquisition

A RESOLUTION FOR THE ADOPTION AND ACQUISITION OF VOTING EQUIPMENT BY THE BEAUFORT COUNTY BOARD OF COMMISSIONERS

WHEREAS the Beaufort County Board of Elections may only use voting systems that have been certified by the North Carolina State Board of Elections pursuant to N.C.G.S. 163-165.7;

WHEREAS before a new voting system may be acquired, the County Board of Elections must recommend to the Board of Commissioners which type of voting system should be acquired, witness a demonstration of this voting system, and test this voting system during a simulated election, in accordance with N.C.G.S. 163-165.9(a);

WHEREAS the Board of Commissioners, with the approval of the County Board of Elections, may adopt and acquire a voting system of a type, make, and model certified by the State Board of Elections for use in all voting places in the County, pursuant to N.C.G.S. 163-165.8;

WHEREAS on April 27th, 2021, the County Board of Elections witnessed a demonstration of the type of voting system being recommended and a demonstration of at least one other type of voting system certified by the State Board of Elections;

WHEREAS on May 11th, 2021, the Beaufort County Board of Elections recommended to the Beaufort County Board of Commissioners that it should acquire a specific voting system from Election Systems & Software, LLC;

WHEREAS the County Board of Elections conducted a simulated election on May 20th, 2021 to test the proposed voting system;

WHEREAS the County Board of Elections recommends trading in its current voting equipment consisting of M100 precinct tabulators, and AutoMarks, with such value applied toward the purchase of a new voting system;

WHEREAS Election Systems & Software, LLC ("ES&S"), has offered to sell to the County a new voting system consisting of 30 DS200 Precinct Scanners, 1 DS450 High Speed Digital Image Scanner, 25 ExpressVote Ballot Marking Devices, and such other equipment, licenses, implementation services, and items set forth in Exhibit A, attached hereto and incorporated herein by reference, in the amount of $281,850 which includes a trade-in allowance of $29,600; and

WHEREAS it is the recommendation the Beaufort County Board of Elections that the ES&S voting system be adopted and that a contract for the purchase of a new voting system and for the sale of the current voting equipment as trade-in property be awarded to ES&S in an amount of $281,850;

NOW, THEREFORE, BE IT RESOLVED, that the Beaufort County Board of Commissioners hereby adopts the ES&S voting system and awards a contract for the purchase of a new voting system and for the sale of the current voting equipment assets as trade- in property to ES&S in an amount of $281,850, and authorizes the Beaufort County Board of Elections to execute, on behalf of Beaufort County, a contract with ES&S for the purchase of a new voting system and for the sale of the current voting equipment assets as trade-in property in a net amount payable to ES&S of $281,850, as set forth herein, subject to approval as to form and legality by the County Attorney.

Adopted this 7th day of June 2021.

Maintaining voter confidence. Enhancing the voter experience.

Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
	Tabulation Hardware	
	Model DS200 Precinct Scanner:	
30	Model DS200 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and One (1) Standard 4GB Memory Device)	$172,500.00
30	Tote Bin	$6,750.00
10	Standard 4GB Memory Device (Additional)	$1,050.00
	Model DS450 High Speed Digital Image Scanner:	
1	Model DS450 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices)	$51,450.00
	ExpressVote Ballot Marking Device:	
25	ExpressVote BMD Terminal (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device)	$83,125.00
25	Soft-Sided Case	$4,375.00
	ExpressVote Add-Ons:	
4	ExpressVote Blank Ballot Card Stock - 14" (250 per pkg)	$95.00
	Software	
1	ElectionWare Software - Base Package - Reporting Only (ERM)	No Charge Upgrade
1	Media Burn Capability	No Charge Upgrade
	Election Services	
4	Implementation Services (Does not include Coding, Voice Files or Ballots)	$6,800.00
X	Equipment Operations Training	
X	DS450 Training	
X	Poll Worker Train-the-Trainer	
X	Software Training	
X	Equipment Installation	$8,000.00
X	1 Year Hardware and Firmware Warranty	Included
	Shipping & Other	
X	Shipping and Handling	$5,075.00
X	Customer Loyalty Discount	($27,770.00)
X	Trade-In Allowance. Equipment Being Traded-In by Customer Includes: 48 - Model 100 Scanner ($400.00 Per Unit) 48 - Model 100 Ballot Box ($100.00 Per Unit) 28 - AutoMARK ($200.00 Per Unit)	($29,600.00)
	Total Purchase Solution	**$281,850.00**

Payment Terms

Amount due within thirty (30) calendar days of contract execution:	$140,925.00
Amount due within thirty (30) calendar days of delivery of Hardware and/or Software:	$140,925.00

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. Annual Software License, Maintenance and Support Services for the Electionware Software quoted above will be invoiced upon expiration of Customer's current Software License Maintenance and Support Services Agreement.
6. ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. Customer is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.



Election Systems & Software, LLC
11208 John Galt Blvd
Omaha, NE 68137

EVS 5.2.4.0 Reporting Standard, Standalone EMS System Purchase Order

April 27, 2021

Beaufort County, North Carolina

1308 Highland Drive, Suite 104
Washington, NC 27889

Quantity	Part Number	Description	Price	Ext. Price
		EMS WORKSTATION		
1	5050	DELL OPTIPLEX 5050 (DESKTOP)	$1427.00	$1427.00
		• OptiPlex 5050 SFF XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze) • TPM Enabled • 8GB DDR4 2400MHz (8GBX1) Memory • 3.5 inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP, SL-DVI-I) • DVD+/-RW Bezel, Small Form Factor • No Out-of-Band Systems Management • Chassis Intrusion Switch SFF • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves MaxxAudio • Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only) • Intel Core i5 Processor Label • Three year hardware warranty • Dell 22 Monitor | P2217H		
1	96050	DELL P2219H 22" MONITOR 3 YR (Desktop)	$193.00	$193.00
1	96008	*SYMANTEC ENDPOINT PROTECTION 14.0.1	$61.00	$61.00
		SERVICES		
1	510210	STANDALONE EMS INSTALL (OFF-SITE)	$1,400.00	$1,400.00

		• EMS configured at ES&S Technical Services lab.
		  o Includes the installation, configuration, and testing of EMS workstation(s).
		• Equipment is shipped to customer location network equipment while on-site.
		  o Physical installation of workstation and related hardware (Printer, UPS, etc.) performed by customer.
		• EMS installation summary documentation provided to customer upon completion of installation.		

		ORDER TOTAL		***$3,081.00***

Invoicing and Payment Terms:
100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

Note 1: Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements will need to be updated if not executed within 30 days.
Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.
Note 3: Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
Note 4: Shipping and Handling is not included in the Order Total and will be invoiced separately.
Note 5: Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third-party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES &S ("Third Parties"). Customer further acknowledges that except for the payment to ES& S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES &S.

Customer Signature Date

Title

Maintaining voter confidence. Enhancing the voter experience.

Beaufort County, North Carolina
Purchase Proposal Quote
Submitted by Election Systems & Software
4/27/2021

Purchase Solution Includes:

Quantity	Item Description	Price
	Ballot On Demand Hardware and Software	
2	Compact Color Printer with Firmware and One (1) Year Hardware Warranty	
1	Laptop Computer with Router	
1	**Balotar 1-Year Software License Including The Following Features:**	
X	Single Request Capability	
0	Multiple Request Capability	
	Services	
1	Ballot On Demand Training	
X	Installation & Acceptance Testing	
1	Project Management	
X	Shipping and Handling	
	Total Purchase Solution	**$13,785.00**
	Estimated Annual Software License Fee (Upon Expiration of the Initial Term)	
1	**Balotar Software License Including The Following Features:**	**$450.00**
X	Single Request Capability	
0	Multiple Request Capability	

Initial Election Set-Up Fee per Election Event:

Black and White Ballot Set-Up:
$450.00 per election set-up + $1.00 per unique PDF for first Computer,
$75.00 for each additional Computer Set-up

Color Ballot Set-Up:
$550.00 per election set-up + $1.00 per unique PDF for first Computer,
$75.00 for each additional Computer Set-up

Rework of set up due to customer changes after initial set up is complete:
$175.00 per change event for first Computer Set-Up
$75.00 for each additional Computer Set-Up

$350.00 fee for L&A Test Deck Creation

On-Site Set-Up: $1,700.00 per person, per day

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quanitites may change depending on specific Customer needs.
5. Customer is responsible for purchasing blank ballot stock and consumables.

NOTICE OF SUBGRANT -2020 HAVA Funds - NC
Amended February 2, 2021

Subgrantee:	*Beaufort County Board of Elections*
CFDA Number: 90.404 Agreement Number: NC20101001-007	Budget Period: 7/1/2020 – 6/30/2021

Funds Description

This obligation of funds constitutes the Subgrantee's share, as authorized under Session Law 2020-17, Sec. 11.2(a), of $11,677,441 of federal and $2,335,488 of state matching funds awarded under Election Security Grants in the federal Consolidated Appropriations Act of 2020 to improve the administration of federal elections.

Funding Information

Description	Amount
Allocated funding based on percentage of voter registration within Department of Commerce Tier as of 1/9/ 2021	$54,619
Reimbursements as of 1/27/2021	$0
Remaining Balance of Allocation after reimbursements paid as of 1/27/2021	$54,619

Permissible Uses

Reimbursement-eligible expenditures are those incurred to improve the administration of federal elections, as authorized under HAVA Title I, Section 101, including:

- Improving the administration of elections for Federal office, including to enhance election technology and make election security improvements
- Educating voters concerning voting procedures, voting rights, and voting technology.
- Training election officials, poll workers, and election volunteers.
- Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes.
- Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing non-visual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language.
- Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information.
- Expenditures incurred to prevent, prepare for, and respond to the coronavirus pandemic during 2020 federal elections.

Grant Administration

Grant Administration Award recipients and sub-recipients must adhere to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200).

Beaufort County
Finance

Budget Amendment Request

Department: FUND 27 Reserve **Date of Request:** 06-07-21

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
27-3800-499100	APPROPRIATED FUND BALANCE	275,000	
27-8990-598751	TRANSFER TO VOTING SYSTEM CAP. PROJ FUND	275,000	

Department Justification: To transfer voting system capital reserve funds to the project fund to make voting system purchases.

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

County Position No. _____

State Position No. _____

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

14/15

AN ORDINANCE TO ESTABLISH A CAPITAL PROJECT FUND
VOTING SYSTEMS CAPITAL PROJECT FUND
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 Capital Project is to provide funds for voting machines in Beaufort County.

Section 2. To complete the project the Board of Commissioners of Beaufort County adopts this Capital project ordinance with the following estimated revenues and expenses:

REVENUES:

751-3610-433032	HAVA Grant	$ 54,619
751-3610-439820	Transfer from Capital Reserve Fund	275,000
Total Revenues		$329,619

EXPENSES:

751-4610-563100	Capital Outlay	329,619
Total Expenses		$329,619

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 Capital Project Fund sufficient specific detailed accounting records.

Section 5. The Finance Officer is directed to report on the financial status of the project in Section 2 and on the total revenues and expenses.

Section 6. Copies of this capital project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 7. This ordinance shall become effective upon its adoption.

This the 7th day of June, 2021.

_____
Chairman

Attest:

_____
Clerk

ADDENDUM 5

Appeal to Accept Application for Exemption

#38127

Form AV-10A
Web 2-20

Antique Airplane Value Exclusion Application

County of Beaufort ☑, NC Application for Tax Year 2021

Pursuant to N.C.G.S. §105-277.12, antique airplanes are designated a special class of property under Article V, Sec. 2(2) of the North Carolina Constitution and are eligible for assessment at a reduced tax valuation. If qualified, they shall be assessed at the lower of their true value or five thousand dollars ($5,000.00).

To determine qualification, the owner must file an affirmation that all four conditions of the statute have been met. **This form shall be remitted to the assessor of the county in which the property is located during the annual listing period, January 2-31. A copy of the Federal Aviation Administration (FAA) Registration must be included.** Appeals must be filed within 30 days after the date of the initial notice of value, or tax billing if a separate notice is not mailed. The assessor reserves the right to deny the qualification of any airplane deemed not to qualify.

Owner Information

Name of Titled Owner RICHARD H. KARANIAN

Address 106 SANDPIPER BAY WASHINGTON, NC 27889

Home Phone Mobile Phone 2527175652 Email H.KARANIAN@ATT.NET

Description of Property

Year 1946 Make PIPER Model J3C-65

Serial Number 16606 FAA Registry N-Number N92164

Please answer the following questions:

1. Is your airplane a model year 1954 or older and registered with the FAA? Yes ☒ No ☐
2. Is your airplane maintained primarily for use in exhibitions, club activities, air shows, and other public interest functions? Yes ☐ No ☒
3. Is your airplane used only occasionally for other purposes? Yes ☒ No ☐
4. Is your airplane used for the production of income or in connection with a business? Yes ☐ No ☒

Affirmation of Applicant: Under penalties prescribed by law, I hereby certify that the above information is true and correct to the best of my knowledge.

Signature RICHARD H KARANIAN Printed Name 5/12/2021 Date

DO NOT submit this application to the NC Department of Revenue. Submit to the county assessor where the property is located.

Beaufort County
Board of Equalization and Review
Post Office Box 160
Washington, North Carolina 27889

Notice of Appeal

Tax Year: 2021 **Owner of Property:** RICHARD H. KARAJIAN

Appellant: _____

Township (complete one appeal form per townships): _____

Abstract or REID #: _____ **Physical Address:** _____ **Opinion of Value:** _____

Abstract or REID #: _____ **Physical Address:** _____ **Opinion of Value:** _____

Abstract or REID #: _____ **Physical Address:** _____ **Opinion of Value:** _____

Abstract or REID #: _____ **Physical Address:** _____ **Opinion of Value:** _____

Reason for Appeal (check all that apply):

Assessed Value ____ **Penalty** ____ **Taxability** ____

Explanation of appeal (attach additional pages as necessary):

WAS UNAWARE OF THE EXCLUSION

Signature: _____

Date: 5/12/21

Phone: 252 717 5652

Email Address: F.KARAJIAN@ATT.NET

Mailing Address:

106 SANDPIPER BAY
WASHINGTON, NC 27889

Submit all substantiating information to:
Beaufort County Assessor's Office
Board of Equalization and Review
PO BOX 160
Washington, NC 27889

ADDENDUM 6

Negotiated Value Appeal

Date Received 4/15/21

Township Chocowinity

HEARING

For Beaufort County 2021 Board of Equalization and Review

I (or we) would like to meet with the Board of Equalization and Review to appeal the following parcel(s) Listed below.

PIN Numbers	Pin Numbers
Reid: 47269	

Please state reason: Assessed value is +/- 40%-45% higher than actual sales statistics of comparable properties (not golf or waterfront) over the past 12 months. See attached spreadsheet.

Note: Only the parcels listed above will be heard at the scheduled assigned time.

WEBER

Robert Weber
Signature

4/20/21
Date

Address

Robert Weber

587 Brookfield Dr

Winterville, NC 28590

Phone 360-773-6056

Return to: Beaufort County Tax Assessor
P.O. Box 160
Washington, NC 27889
252-946-7981

11308
47243

offer $65K

Called 4/26/21 agreed to 65K 4/27/21 changed value mailed PRC letter of accept to him.

APR 2 3 2021

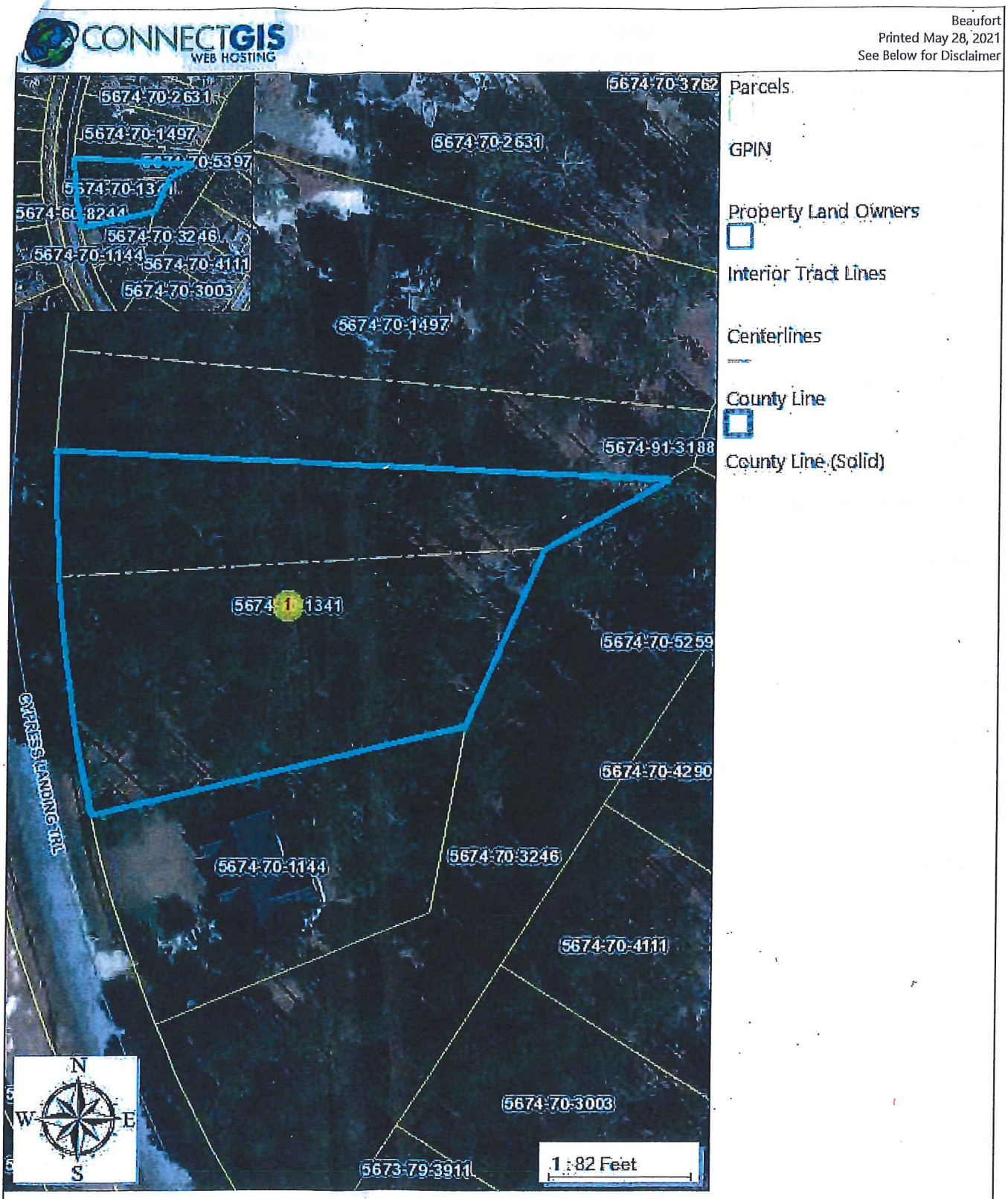
REID	Date of Sale	Sale Price	Area(Acres)	$/acre
10095	3/29/21	$30,000	0.48	$62,500
12322	1/22/21	$69,000	~~3.21~~	~~$21,495~~
10094	12/31/20	$22,000	0.54	$40,741
12324	9/25/20	$38,000	0.66	$57,576
10097	9/1/20	$28,000	0.55	$50,909
12315	7/28/20	$63,500	1.94	$32,732
12320	2/24/20	$44,000	1.09	$40,367
15374	4/16/20	$40,000	0.49	$81,633
14170	5/19/20	$40,000	0.9	$44,444

Average $48,044 per acre

40,741

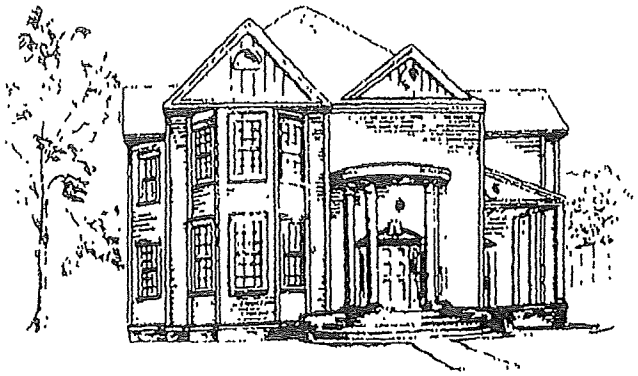
OBJECTID	GPIN	GPIN Long
5763	5674-70-1341	5674-70-1341
OWNER NAME	**OWNER NAME2**	**MAILING ADDRESS**
WEBER ROBERT J TRUSTEE	WEBER DAWN TRUSTEE	587 BROOKFIELD DR
MAILING ADDRESS 2	**CITY**	**STATE**
587 BROOKFIELD DR	WINTERVILLE	NC
ZIP	**PROP DESC**	**LAND VAL**
28590	1.09AC ROBERT J & DAWN WEBER/WEBER FAMILY TRUST	65005
		BLDG VAL
		0
TOT VAL	**DEFR VAL**	**TAXABLE VA**
65005	0	65005
PREV ASSESS	**ACRES**	**PROPERTY ADDRESS**
	1.09	CYPRESS LANDING TRL
TOWNSHIP	**MBL**	**DATE**
12	56740094	1/13/2020
DEED BOOK and PAGE	**STAMPS**	**SALE PRICE**
2011/00357		0.00
NBR BLDG	**NBHD CDE**	**NBHD DESC**
0		
LAND USE	**EXEMPT AMT**	**ROAD TYPE**
		PAVED
YR BUILT	**SQ FT**	**SUB CDE**
SUB DESC	**NBR BED**	**NBR BATHS**
EFF YR	**PIN**	**REID**
		47269

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Beaufort
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5674-70-2631
5674-70-1497
5674-70-5397
5674-70-3762
5674-70-2631
5674-70-3246
5674-70-1144
5674-70-4111
5674-70-3003
5674-70-1497
5674-91-3188
5674-70-1341
5674-70-5259
CYPRESS LANDING TRL
5674-70-4290
5674-70-1144
5674-70-3246
5674-70-4111
5674-70-3003
5673-79-3911
N
W
E
S
1 : 82 Feet
Parcels
GPIN
Property Land Owners
Interior Tract Lines
Centerlines
County Line
County Line (Solid)

ADDENDUM 7

Aurora Collection Site Lease Renewal



Established 1880

Town of Aurora

Mayor
Clif Williams

Town Clerk
Judith S. Lannon

Commissioners
Coley Jordan
Brad Lee
Jeff Pecd
Tina Taylor

May 19, 2021

Brian W. Alligood
County Manager
Beaufort County
121 West 3rd St
Washington, NC 27889

Dear Mr. Alligood:

Attached, please find the Town of Aurora 2021-2023 lease agreement for the Convenience site on SR 1921 executed by the Town Board on May 17, 2021.

Please contact me at (252) 322-4611 if there are any questions.
Thank You,

Judith S. Lannon

Judith S. Lannon
Town Clerk/Finance Officer

295 Main Street
Post Office Box 86, Aurora, North Carolina 27806, (252) 322-4611, Fax (252) 322-5896
E-mail: aurora@embarqmail.com

NORTH CAROLINA

BEAUFORT COUNTY **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of January, 2021, by and between the TOWN OF AURORA ("Lessor"), a North Carolina municipal corporation, and the COUNTY OF BEAUFORT ("Lessee"), a political subdivision of the State of North Carolina, collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS, the Lessor owns the real property identified by Beaufort County Tax Parcel Number 6567-52-1613, said parcel being more particularly described as follows:

> That certain tract or parcel of land located on State Road 1921 and more particularly described in the expired 1979 Lease recorded in Deed Book 785, Page 779 of the Beaufort County Registry ("Subject Property"); and

WHEREAS, the Lessee desires to lease the Subject Property for use as a solid waste "Convenience Center" at which solid waste may be deposited by the general public and held pending transfer to the approved solid waste disposal facility; and

WHEREAS, the Lessor agrees to lease the Subject Property to the Lessee, subject to the terms and conditions contained herein; and

WHEREAS, the Lessor has determined that the Subject Property will not be needed by the Lessor for the term of the Lease; and

WHEREAS, the Parties have agreed upon the terms of a Lease and wish to reduce their agreement to writing.

NOW, THEREFORE, the Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Subject Property, for the term and upon the conditions hereinafter set forth:

1. **INCORPORATION OF RECITALS.** The foregoing WHEREAS paragraphs are incorporated herein as part of the terms and conditions of this Lease.

2. **CONDITION OF SUBJECT PROPERTY AND LESSEE UPFIT.** Lessee has inspected the Subject Property and accepts the Subject Property in its present condition. Lessor shall deliver the Subject Property to Lessee "as-is." Lessee will only make such improvements that it may desire for the aforementioned use of the Subject Property, but only if it obtains the Lessor's written permission to do so in advance, and in such case, Lessee shall be responsible for

all costs of improvements. It is contemplated by the parties that Lessor's written permission may be given by either the Mayor or the Town Clerk after said proposed improvements have been approved by the Town Board of Commissioners. Any improvements, which are structural in nature or may become fixtures to the property, shall remain the Lessor's property at the end of the lease term.

3. **CARE OF SUBJECT PROPERTY.** Lessee shall be responsible for maintenance of the Subject Property, including maintaining all improvements located thereon in good repair, and will tender the Subject Property back to Lessor at the end of the term hereof in the same condition in which the Subject Property existed, reasonable wear and tear excepted, as of January 1, 2021, (the date of the previous lease term). Any improvements erected on the Subject Property by Lessee shall be Lessor's if not removed within THIRTY (30) days after the expiration of this Lease. Lessee shall be responsible for controlling litter and debris deposited within ONE HUNDRED (100) feet of the Subject Property on adjoining property owned by Lessor. This area and the premises shall be policed and cleaned on a regular and frequent schedule, no less than weekly.

4. **TERM AND TERMINATION.** The term of this Lease shall commence on January 1, 2021, and shall continue through midnight on December 31, 2023, unless sooner terminated or extended in accordance with the terms hereof. The Parties, by written instrument, may agree to an extension of the lease term prior to the termination of this Lease. This Lease shall be subject to termination by Lessor if any installment of rent is not paid within TWENTY (20) days after its due date, (with no notice required to be given for non-payment) or if Lessee fails to perform any other obligation imposed on Lessee hereunder within TWENTY (20) days after receiving written notice of such default from Lessor, including failure to keep insurance in force as set forth above.

5. **RENT.** As rent for the Subject Property, the Lessee agrees to maintain the Subject Property, as set forth herein, and to pay the sum of Eight Thousand Two Hundred Forty and 40/100 Dollars ($8,240.40) per annum during the term of this Lease. The first such payment to be made contemporaneously with the execution of this Lease, and each subsequent annual payment to be made on or before January 15th of each consecutive year of the lease term.

6. **PERMITTED USES.** Lessee agrees to utilize the Subject Property as a as a solid waste "Convenience Center" at which solid waste may be deposited by the general public

and held pending transfer to the approved solid waste disposal facility, and for no other purposes without Lessor's prior written consent. While the Lessee will be ultimately responsible for the operation of the Convenience Center, the Convenience Center may be maintained and/or operated by a third party.

7. **PROHIBITED USES.** Lessee agrees not to permit any Hazardous Material (as defined hereinafter) to be installed, brought, kept, used, stored or discharged upon the Subject Property in violation of any State, Federal or local environmental laws regulating Lessee's use and occupancy of the Subject Property. Lessee shall indemnify Lessor for any losses, damages, liability, claim, or expenses (including reasonable attorneys' fees) resulting from a breach of the aforesaid agreement or resulting from the exercise of Lessee's rights to store or use any Hazardous Material in accordance with the provisions of this paragraph. For purposes hereof, the term "Hazardous Material" shall include, without limitation, any substances defined as "hazardous wastes," "hazardous substances," "hazardous materials," or "toxic substances" by the Resource Conservation and Recovery Act of 1976, as amended from time to time, or the regulations promulgated thereunder, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, or the regulations promulgated thereunder, the Toxic Substances Control Act, as amended from time to time, or the regulations promulgated thereunder, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement or any governmental authority having jurisdiction over the Subject Property which regulates or imposes liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect. Without limiting the generality of the foregoing, the term "Hazardous Material" shall include dry cleaning solvents and petroleum products outside sealed containers. Notwithstanding the above, Lessee shall not be responsible for any claim, demand, cost, damage, injury, loss, liability or change based on or arising out of the presence of any Hazardous Materials or conditions on or about the Subject Property which existed prior to Lessee's occupancy or which was not expressly caused by Lessee, its agents, employees or representatives.

Lessee will not make, allow, or suffer any unlawful use of the Subject Property at any time and will indemnify Lessor for any such unlawful use and for any and all losses, claims, expenses for its operation at the Subject Property and hold Lessee harmless from any and all

claims by all third parties who may use said site or resulting from Lessee's operations at said site or by third parties who may maintain or operate said site for the intended purposes recited herein.

8. **UTILITIES.** All applications and connections for utility services required by Lessee in conjunction with Lessee's use and occupancy of the Subject Property shall be made in the name of Lessee only, and Lessee shall be solely responsible for obtaining such services and for the payment of all charges for such services as they become due. Such utility services include, but are not limited to, sewer, water, gas, electricity, and telephone services.

9. **CASUALTY AND LIABILITY INSURANCE.** At all times during the term hereof, Lessee, at its sole cost and expense, shall maintain a comprehensive general public liability insurance policy naming Lessor as an additional insured and shall hold Lessor harmless from and against all costs, including attorneys fees, expense, and/or liabilities arising out of or based upon any and all claims, accidents, injuries, and damages which may be asserted against Lessor with respect to the leased premises. A copy of the current effective insurance binder shall be mailed to Lessor within ten (10) days. The minimum limits of such policy of public liability insurance shall be ONE-MILLION ($1,000,000.00) DOLLARS aggregate. In the event this policy expires or is otherwise terminated, then Lessor shall have the right to cancel this lease immediately; provided, however, that if such insurance is reinstated or replaced within TEN (10) days thereafter, this Lease shall be reinstated as though no cancellation had occurred.

10. **INDEMNIFICATION/LIMITATION OF LIABILITY**. To the extent allowed by law, and as limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of Lessee, its officers, agents, contractors, or employees, Lessee shall indemnify Lessor and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Subject Property, or the occupancy or use by Lessee of the Subject Property, unless the same is caused by the negligence or willful misconduct of Lessor. To the extent allowed by law, and as limited by all state and federal laws, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of Lessor, its agents, contractors, or employees, Lessor shall

indemnify Lessee and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Subject Property, unless the same is caused by the negligence or willful misconduct of Lessee.

11. QUIET POSSESSION. Provided Lessee is not in default under the provisions of this Lease, Lessor covenants that Lessee shall have and enjoy during the initial term and any renewals hereof quiet and peaceful possession of the Subject Property, subject to all terms and provisions of this Lease, free of interference by Lessor, provided that Lessor shall have the right to enter upon the Subject Property at all reasonable times.

12. SURRENDER OF POSSESSION. Lessee agrees that the termination hereof to surrender the premises to the Lessor in as good condition as said property is at the beginning of the lease term.

13. NOTICES. All notices required to be given with respect to any matter pertaining to this Lease shall be sent by certified mail, return receipt requested, or other nationally recognized overnight courier and shall be deemed delivered upon receipt or refusal if addressed to Lessee or to Lessor at the following addresses:

Lesssor
Town of Aurora
Attn: Town Clerk
P.O. Box 86
Aurora, N.C. 27806

Lessee
County of Beaufort
Attn: County Manager
121 West 3rd Street
Washington, NC 27889

Either Lessor or Lessee may change the address to which notices are to be sent to them by giving written notice of such change of address to the other party as herein provided.

14. MEMORANDUM OF LEASE. This Lease shall not be recorded, but Lessor and Lessee, at either's request, shall execute a memorandum of lease for recording purposes which shall contain only the information required by Section 47-118 of the North Carolina General Statutes.

15. **ENTIRE AGREEMENT**. This Lease contains the entire agreement between the Parties with respect to the Subject Property, and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.

IN TESTIMONY WHEREOF, the Town of Aurora has caused this instrument to be executed in its name by its Mayor, attested by its Town Clerk and its official seal to be hereunto affixed, and the County of Beaufort has caused this instrument to be executed in its name by the Chairman of the Board of Commissioners and attested to by its County Manager with its official seal to be affixed hereto, all by authority duly given by the parties' respective public boards this the day and year first above written in duplicate originals.



Town of Aurora

By: _____
Clif Williams, Mayor

ATTESTED TO:

By: _____
Judith S. Lannon, Town Clerk

County of Beaufort

By: _____
Chairman, Board of Commissioners

ATTESTED TO:

By: _____

This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act approved by the County of Beaufort Finance Officer.

By: _____
County Finance Officer

NORTH CAROLINA
BEAUFORT COUNTY

I, Delores G. Jones, a Notary Public in and for the County and State aforesaid, do hereby certify that Judith S. Lannon personally appeared before me this day and acknowledged that she is the Clerk of the TOWN OF AURORA, and that by authority duly given and as the act of the TOWN OF AURORA, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal and attested by herself as its Clerk.

Witness my hand and Notarial seal, this the 18th day of May, 2021.

Delores G. Jones
NOTARY PUBLIC

DELORES G. JONES NOTARY PUBLIC BEAUFORT COUNTY, NC

My Commission Expires: May 31, 2021

NORTH CAROLINA
BEAUFORT COUNTY

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledged that he is the Chairman of the Board of Commissioners, and that by authority duly given and as the act of the Board of Commissioners, the foregoing instrument was signed in its name by its County Manager, sealed with its official seal and attested by himself as its Chairman.

Witness my hand and Notarial seal, this the _____ day of _____, 202__.

_____
NOTARY PUBLIC

My Commission Expires: _____

ADDENDUM 8

Financial Services Roof Replacement Contract

Beaufort County
Finance

Budget Amendment Request

Department: Facility Reserve Fund & Facility Improvements CPF

Date of Request: 6-7-21

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
17-3990-499100	Fund Balance Appropriated	186,880	
17-7277-598171	Transfer to Facility Improvements Fund	186,880	
171-3900-439071	Transfer from Facility Reserve	186,880	
171-7172-536400	Tideland Building Improvements		(3,013)
171-7172-536500	Financial Services Ctr. Improvements	9,830	
171-7172-536100	Courthouse Building Improvements	180,063	

Department Justification:

To transfer $186,880 from the Facility Capital Reserve Fund to the Facility Capital Project Fund and allocate funding for completion of FY20/21 facility projects.

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. _____	

REI
ENGINEERS

June 1, 2021

Beaufort County
121 West 3rd Street
Washington, NC 27889

Attention: Ms. Christina Smith, PE
Public Works Director

Reference: Contract Award Recommendation
Financial Services Roof Replacement
REI Project No. 021GVL-005

Dear Christina:

Bids were opened at 2:00 pm on May 13, 2021 for the above referenced project. Owens Roofing, Inc. submitted the lowest total base bid in the amount of $93,300.00.

REI Engineer's estimated construction cost for the project was $95,700.00; therefore, REI recommends this project be awarded to Owens Roofing, Inc. in the amount of $93,300.00.

Please contact our office if you have any questions regarding the bidding and awarding of this project.

Sincerely,

REI Engineers

V. Kevin Burch

V. Kevin Burch, PE
Vice President

BID TABULATION

Owner Name: Beaufort County
Project Name: Financial Services Roof Replacement
Bid Due Date: May 13, 2021
Bid Due Time: 2:00 PM

Bidder	Base Bid	UP#1 LWIC Repair (CF)	UP#2 Wood Blocking (BF)	Ack. Addendum #1	MBW Form	Bid Bond	RMA
Curtis Construction	$102,125.00	$180.00	$6.00	N	B	Y	Soprema
Hamlin Roofing	$155,518.00	$15.00 (BF)	$10.00	Y	DNS	Y	Soprema
Owens Roofing	$93,300.00	$6.00	$4.00	Y	DNS	Y	Soprema

I hereby certify that this is a true tabulation of bids received.

V. Kevin Burch 5/14/2021

V. Kevin Burch, PE — Date
Project Engineer

ADDENDUM 9

General Obligation Bonds, Cost of Reissuance

Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 6-7-21

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0600-491012	Refunding Proceeds Cost of Issuance	80,000	
10-0991-499100	Appropriated Fund Balance		9,700
10-9100-519101	Debt Issuance Expense	70,300	

Department Justification:

To recognize refunding proceeds and appropriate them to pay cost of issuance fees.

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

County Position No. _____

State Position No. _____

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

Beaufort County, NC
General Obligation Refunding Bonds, Series 2021A&B
Preliminary Cost of Issuance Budget ("Cinderella" Structure)
3/25/2021

		Amount	
Financial Advisor	$	46,800.00	Detail Below
LGC		500.00	Estimate per LGC
Bond Counsel (Sanford Holshouser LLP)		18,500.00	Per Bob Jessup (Includes $3,500 due at conversion)
Escrow Agent (Regions)		3,500.00	Escrow agent and counsel per Regions Proposal
Verification Agent		2,500.00	Estimated - TBD
Miscellaneous / Contingency		8,200.00	Placeholder, if needed
Total	$	80,000.00	

Davenport Detail		Amount
Financial Advisory Fee	$	45,000.00
Indirect Expenses (equal to 4% of fee)		1,800.00
Direct Expenses		TBD
Total	$	46,800.00

ADDENDUM 10

Limited Obligation Bonds, Cost of Reissuance

Beaufort County
Finance

Budget Amendment Request

Department: **Water Fund** **Date of Request:** **6-7-21**

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
60-3713-491060	Refunding Proceeds Cost of Issuance	161,630	
60-3713-499100	Appropriated Fund Balance		9,468
60-7130-519101	Debt Issuance Expense	152,162	

Department Justification:

To recognize refunding proceeds and appropriate them to pay cost of issuance fees.

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

County Position No. _____

State Position No. _____

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

Beaufort County, NC
Limited Obligation Refunding Bonds, Series 2021
Preliminary Cost of Issuance Budget
4/16/2021

		Amount	
Financial Advisor	$	88,400.00	Detail Below
LGC		12,500.00	Estimate per LGC
Bond Counsel (Sanford Holshouser)*		-	*65,000 to be paid "out of pocket"
Trustee (Regions)		3,500.00	per Trustee proposal
Trustee's Counsel (Moore & Van Allen)		5,500.00	per Trustee proposal
Verification Agent		1,650.00	per Bingham proposal
Rating Fees - Moody's		37,000.00	Estimate per Moody's Fee Schedule
Miscellaneous / Real Estate		11,450.00	Placeholder, if needed
Total	**$**	**160,000.00**	

Underwriter's Discount (Based on Estimated Par Amount of $31,530,000)			
Average Takedown ($3.75 per $1000)[1]		118,237.50	Per Engagement Letter
Underwriting Expenses ($0.285 per $1000)[1]		8,987.50	Estimate per Baird
Underwriter's Counsel (Pope Flynn, LLC)		42,500.00	Per Matt Davis
Total	**$**	**169,725.00**	

Davenport Detail		
Financial Advisory Fee	$	85,000.00
Indirect Expenses (equal to 4% of fee)		3,400.00
Direct Expenses		TBD
Total	$	88,400.00

[1] Underwriting Fees calculated per $1,000 of par amount issued. Amounts shown based on current estimated par amount of $31,530,000.

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author's and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

This material has been prepared for information purposes only and is not a solicitation of any offer to buy or sell any security/instrument or to participate in any trading strategy. Any such offer would be made only after a prospective participant had completed its own independent investigation of the securities, instruments or transactions and received all information it required to make its own investment decision, including, where applicable, a review of any offering circular or memorandum describing such security or instrument. That information would contain material information not contained herein and to which prospective participants are referred. This material is based on public information as of the specified date, and may be stale thereafter. We have no obligation to tell you when information herein may change. We make no representation or warranty with respect to the completeness of this material. Davenport has no obligation to continue to publish information on the securities/instruments mentioned herein. Recipients are required to comply with any legal or contractual restrictions on their purchase, holding, sale, exercise of rights or performance of obligations under any securities/instruments transaction.

The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

ADDENDUM 11

USDA Refunding, Cost of Reissuance

Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 6-7-21

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Appropriated Fund Balance	15,000	
10-9100-519101	Debt Issuance Expense	15,000	

Department Justification:

To appropriate funds to pay for cost of issuance fees.

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

County Position No. _____

State Position No. _____

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

ADDENDUM 12

Approval of USDA Loan Refinancing

s☆h draft of May xxx

Resolution Providing Final Board Approval for Financing up to $2,700,000 for the Allied Health Building Refinancing

Introduction

Beaufort County has previously determined to carry out a plan (the "Project") to refinance the County's existing financing for the Allied Health Building at Beaufort Community College. The County has also determined to finance Project costs through an installment financing, as authorized under Section 160A-20 of the General Statutes. In an installment financing, the County's repayment obligation is secured by a mortgage-type interest in all or part of the property being financed, but not by any pledge of the County's taxing power or any specific revenue stream.

The County has solicited competitive proposals from banks and other financial institutions to provide the desired financing, and Sterling National Bank (the "Lender") has submitted the best proposal.

The County's Finance Officer has made available to this Board the draft agreements listed on Exhibit A (the "Agreements"), which relate to the County's carrying out the financing plan.

In this resolution, the Board formally approves financing terms, approves substantially final documents, and authorizes County representatives to complete the financing.

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

1. Determination To Proceed with Financing – The County confirms its plans to undertake the Project. The County will carry out the Project with financing from the Lender substantially in accordance with a financing proposal dated April 20, 2021.

Under the financing plan, the Lender will make funds available to the County for use on Project costs. The County will repay the amount advanced, with interest, over time. The County will grant to the Lender a mortgage-type interest in the Allied Health Building (and its associated real property) to secure the County's repayment obligation.

2. Approval of Agreements; Direction To Execute Agreements -- The Board approves the forms of the Agreements submitted to this meeting. 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 and must provide (a) for the amount financed by the County not to exceed $2,700,000, (b) for an annual interest rate not to exceed 2.13% (in the absence of default, or a change in tax status), and (c) for a financing term not to extend beyond December 31, 2033.

3. ***Officers To Complete Closing*** – The Board authorizes the County Manager, the Finance Officer and all other County officers and employees to take all proper steps to complete the financing in cooperation with the Lender and in accordance with this resolution.

The Board authorizes the County Manager to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the County's behalf until the conditions for their delivery have been completed to that officer's satisfaction, and then to release the executed copies of the documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Board specifically authorizes the County Manager to approve changes to any documents previously signed by County officers or employees, provided that the changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The County Manager'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 County Manager and 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 financing of the Project. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the Agreements, and to make payments prior to the loan closing for costs related to the financing as appropriate.

4. ***Resolutions as to Tax Matters*** -- The County will not take or omit to take any action the taking or omission of which will cause its obligations to pay principal and interest (the "Obligations") to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest components of the installment payments 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 financing proceeds. In this resolution, "Code" means

the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.

5. ***Additional Provisions*** -- The Board authorizes all County officers and employees to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Board ratifies all prior actions of County officers and employees to this end. Upon the absence, unavailability or refusal to act of the County Manager, the Chairman or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. The Board authorizes the Clerk to apply the County's seal, and to attest to the seal, on any document related to the purposes of this resolution. In addition, the Vice Chairman or any Deputy or Assistant Clerk to the Board may in any event 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 -- Draft Agreements

(a) A draft dated May _____, 2021, of an Installment Financing Contract to be dated on or about June 10, 2021 (the "Financing Contract"), between the County and the Lender. The Financing Contract provides for the advance of funds to the County for the County's use on the project, sets out the County's repayment obligation, and sets out the County's obligations regarding care for the collateral and other matters.

(b) A draft dated May _____, 2021, of a Deed of Trust and Security Agreement to be dated on or about June 10, 2021, from the County to a deed of trust trustee for the Lender's benefit. The Deed of Trust provides for a security interest in the proposed Allied Health Building and its associated real property to the Lender to secure the County's repayment obligation.

(c) A draft dated May _____, 2021, of a Intercreditor Agreement to be dated on or about June 10, 2021, among the County, the Lender and the United States Economic Development Agency. Under this Agreement, the Lender and EDA agree to share a first-lien security interest in the Allied Health Building.

s☆h draft of May 17

Prepared by and return after recording to:

Robert M. Jessup Jr.
Sam Smotherman
Sanford Holshouser LLP
209 Lloyd St., Suite 350
Carrboro, NC 27510

STATE OF NORTH CAROLINA) **)** **BEAUFORT COUNTY)**	**The collateral is or includes fixtures.**

Brief description: Allied Health Building, Beaufort Community College campus, Washington, North Carolina

Modifies agreement recorded at _____

INTERCREDITOR AGREEMENT

This Agreement is made and entered into on this 10th day of June, 2021 by **Sterling National Bank** (Lender), with an office at _____, the **United States Department of Commerce, Economic Development Administration** (EDA), with an office at 401 West Peachtree Street, N.W., Suite 1820, Atlanta, Georgia 30308 and **Beaufort County, North Carolina,** with an address at 121 W. Third Street, Washington, North Carolina 27889 (the Debtor).

Introduction

WHEREAS, EDA has awarded Debtor, together with The Trustees of Beaufort Community College, the sum of $2,500,000.00 pursuant to EDA Award No. 04-79-06291, and

WHEREAS; as security for the $2,500,000.00 award, Debtor has granted EDA a security interest in the land, with improvements thereon, described in Exhibit A (Collateral) attached hereto; and

WHEREAS, the Debtor also borrowed money from the United States of America – Department of Agriculture for the Collateral; and

WHEREAS, the County now seeks to refinance its original loan with a loan from Lender; and

WHEREAS, Lender also requires a security interest in the land, with improvements thereon, described in Exhibit A (Collateral) attached hereto, and

WHEREAS, the parties desire to agree to the relative priorities of their respective security interests on the Collateral and certain other rights, priorities and interests in and to the Collateral and in and to the payment of the indebtedness and liabilities of Debtor to Lender and EDA;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties understand and agree as follows:

1. Lender and EDA shall share a first lien mortgage on the Collateral under their respective security agreements, namely (a) an Agreement and Mortgage to EDA of record and recorded in the Office of the Register of Deeds, Beaufort County, North Carolina at Book **1789** page **653**, and (b) a Deed of Trust and Security Agreement in favor of Lender, of record and recorded in the Office of the Register of Deeds, Beaufort County, North Carolina at Book _____ page _____ .

2. Notwithstanding the priority of the creation and perfection of the parties' respective security interests, the proceeds from the sale of the Collateral pursuant to the enforcement of any of the parties' security interest, and/or other proceeds thereof, including proceeds from any insurance policy or condemnation award shall be distributed pro-rata between Lender and EDA in accordance with their respective interest, and applied first to expenses incurred in connection with any enforcement and then to pay down or pay in full their respective loan and award; and proceeds thereafter remaining to be received by Debtor.

3. Each payment by Debtor on Lender's loan shall reduce the outstanding indebtedness thereon for purposes of this Agreement. Lender shall not increase the indebtedness due under its loan, without the express written consent of EDA thereto.

4. The EDA assistance shall remain an award as long as the conditions of the assistance are met by the Debtor. If Debtor is in violation of the conditions of the award, EDA shall be entitled to recover damages as stated in said Agreement and Mortgage. EDA shall not increase the obligation of Debtor due under its respective award, without the express written consent of Lender thereto.

5. Lender, EDA, and the Debtor agree that a default by the Debtor under the terms of the loan documents evidencing the Lender's loan or a default by the Debtor under the terms of the award documents evidencing the EDA award and/or EDA's Agreement and Mortgage, may, at the election of either Lender or EDA, constitute a default under both sets of documents. Lender agrees to promptly provide EDA with written notice of any default by Debtor under the terms of the loan documents evidencing the Lender's loan at the address above and EDA agrees to promptly provide Lender with written notice of any default by Debtor under the terms of the loan documents evidencing the EDA's loan at the address above.

6. Lender and EDA agree that the distribution of the Collateral or proceeds of the Collateral that is the subject of this Agreement will be made only in accordance with this Agreement.

7. This Agreement shall, in all respects, be a continuing agreement and shall remain in full force and effect so long as there is any indebtedness on Lender's loan or an obligation on EDA's award, including but not limited to principal, interest, costs, and expenses (including, without limitation, reasonable attorney's fees) thereof and including all modifications, extensions, or renewals thereof, owed by Debtor.

8. Debtor, Lender, and EDA agree to execute, acknowledge when appropriate, and deliver all such instruments and documents and do and perform all such acts and deeds as may be reasonably necessary to effect the purposes of this Agreement.

9. This Agreement is executed in triplicate originals with one copy to each of the parties hereto.

10. This Agreement shall be governed by the laws of the State of North Carolina and the laws of the United States, unless there is a conflict with Federal Law, in which case Federal Law will govern and may be amended or modified only by an agreement in writing signed by the parties.

11. Debtor understands and acknowledges that this document constitutes an agreement between creditors and does not amend its obligations as to each creditor, except to the extent to which such obligations may be altered by the provisions of Section 5 of this Agreement.

WHEREFORE, by their signatures below each of the undersigned agrees to the terms of the foregoing.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

STERLING NATIONAL BANK, Lender

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid certify that _____personally came before me this day and acknowledged that s/he is _____ of STERLING NATIONAL BANK, a corporation, and that by authority duly given and as the act of STERLING NATIONAL BANK, _____ has signed the foregoing instrument in its name and as the act of such corporation.

Witness my bond and official seal,this ___ day of _____, 2021.

_____

Notary Public

My Commission Expires _____

[Intercreditor Agreement dated as of June 10, 2021]

United States Department of Commerce

Economic Development Administration (EDA)

_____

By: H. Philip Paradice, Jr.

Its: Atlanta Regional Director

STATE OF GEORGIA

COUNTY OF FULTON

I, _____, a Notary Public in and for the County and State aforesaid certify that _____ personally came before me this day and acknowledged that he is Atlanta Regional Director of the United States Department of Commerce, Economic Development Administration (EDA) and that by authority duly given and as the act of EDA, the foregoing instrument was signed in its name by its Atlanta Regional Director sealed with its corporate seal, and attested by himself as its **REGIONAL DIRECTOR.**

Witness my hand and official seal this _____ day of _____, 2021

_____

Notary Public

My Commission Expires _____

ATTEST: **(SEAL)**

BEAUFORT COUNTY,
NORTH CAROLINA

_____
Katie Mosher
Clerk, Board of Commissioners

By: _____
Brian M. Alligood
County Manager

* * * * * *

STATE OF NORTH CAROLINA;
BEAUFORT COUNTY

I, a Notary Public of such County and State, certify that Brian M. Alligood and Katie Mosher personally came before me this day and acknowledged that they are the County Manager and the Clerk of the Board of Commissioners, respectively, of Beaufort County, North Carolina, and that by authority duly given and as the act of such County, the foregoing instrument was signed in the County's name by such County Manager, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and official stamp or seal, this ___ day of _____, 2021.

[SEAL]

_____
Notary Public

My commission expires: _____

Exhibit A

[Legal description, to come]

s☆h draft of May 17

Prepared by and return after recording to:

Robert M. Jessup Jr.
Sam Smotherman
Sanford Holshouser LLP
209 Lloyd St., Suite 350
Carrboro, NC 27510

STATE OF NORTH CAROLINA) **)** **BEAUFORT COUNTY)**	**The collateral is or includes fixtures.**

Brief description: Allied Health Building, Beaufort Community College campus, Washington, North Carolina

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is dated as of June 10, 2021, and is granted by **BEAUFORT COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), to **Benjamin C. Hirsh,** as trustee (the "Deed of Trust Trustee"), for the benefit of **STERLING NATIONAL BANK** (the "Lender").

Introduction

The Lender is advancing $2,669,249.27 to the County pursuant to an Installment Financing Contract dated as of June 10, 2021 (the "Financing Contract"), between the County and the Lender. The County will use these funds, together with other available funds, to carry out a plan ("Project") to refinance a prior 2013 USDA Loan for the construction of the Allied Health Building located on the campus of Beaufort Community College in Washington, North Carolina.

As a condition to entering into the Financing Contract, the Lender requires the County to secure its obligations under the Financing Contract by this conveyance of the Allied Health Building and its related real property, as described in Exhibit A, and the other "Mortgaged Property," as defined below.

The Mortgaged Property includes the property described in Exhibit A. The County is the record owner of the property described in Exhibit A.

This Deed of Trust is given to secure current advances under the Financing Contract of $2,669,249.27. The current scheduled date for final repayment is on or about June ____, 2033.

NOW, THEREFORE,

(1) in consideration of the execution and delivery of the Financing Contract and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge,

(2) to secure the County's performance of all its covenants under this Deed of Trust and under the Financing Contract, including the repayment of amounts advanced under the Financing Contract, and

(3) to charge the Mortgaged Property with this payment and performance, the County sells, grants and conveys to the Deed of Trust Trustee, its successors and assigns forever, in trust, with power of sale, the following (collectively, the "Mortgaged Property"):

(a) the property described in Exhibit A and any real property later acquired by the County in exchange for, or in consideration of the exchange of, or with the proceeds from any disposition of, all or any part of any property described in this paragraph, and in all cases together with all easements, rights, rights-of-way and appurtenances belonging to any of that property (collectively, the "Pledged Site"); and

(b) all buildings and other improvements and fixtures (including any "Fixtures," as defined in Section 1-4) now or later attached to or used in or on those improvements or the Pledged Site, including (i) all renewals, replacements, and additions, (ii) all articles in substitution, (iii) all building materials for construction, improvement, modification or repair of improvements upon their delivery to the Pledged Site, and (iv) all proceeds of all the foregoing in whatever form resulting from the loss or disposition of the foregoing, including all proceeds of and unearned premiums for any insurance policies covering the Pledged Site and the improvements, proceeds of title insurance and payments related to the exercise of condemnation or eminent domain authority, and all judgments or settlements in lieu of any of the foregoing (collectively, the "Pledged Facilities");

TO HAVE AND TO HOLD the Mortgaged Property with all privileges and appurtenances belonging thereto, to the Deed of Trust Trustee, its successors and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

SUBJECT, HOWEVER, to the existing encumbrances described in Exhibit B;

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: if the County pays its "Obligations," as defined below, in full in accordance with the Financing Contract and this Deed of Trust, and the County complies with all of the terms, covenants and conditions of the Financing Contract and this Deed of Trust, this conveyance will be null and void and will be canceled of record at the County's request and cost, and title will revest as provided by law;

BUT IF, HOWEVER, THERE OCCURS AN EVENT OF DEFAULT UNDER THE FINANCING CONTRACT, then the Lender will have the remedies provided for in this Deed of Trust, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

THE COUNTY COVENANTS AND AGREES with the Deed of Trust Trustee and the Lender (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

1. Warranties of Title; Security Provided by this Deed of Trust

1-1 Warranties of Title. The County covenants with the Deed of Trust Trustee and the Lender that the County is seized of and has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than Permitted Encumbrances (as defined in the Financing Contract), that title to the Mortgaged Property is marketable, and that the County will forever warrant and defend title to the Mortgaged Property (subject to the Permitted Encumbrances) against the claims of all persons.

1-2 Security for Payment and Performance. This Deed of Trust secures the County's payment, as and when the same become due and payable, of all amounts payable by the County under the Financing Contract and this Deed of Trust (the "Obligations") and the County's timely compliance with all terms, covenants and conditions of the Financing Contract and this Deed of Trust.

1-3 Amount Advanced. This Deed of Trust is executed to secure all the County's obligations to the Lender related to the Mortgaged Property. The amount of the obligations secured by this Deed of Trust is $2,669,249.27.

1-4 Security Interest in Fixtures. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as in effect in North Carolina for the "Fixtures," as defined below. The County grants to the Lender and the Deed of Trust Trustee a security interest in the Fixtures to secure the Obligations.

The County agrees to execute, deliver and file, or cause to be filed, in such place or places as may be requested by the Lender or the Deed of Trust Trustee, financing statements (including any continuation statements) in whatever form either party may reasonably request to evidence the security interest provided for in this Section. Upon the occurrence of an Event of Default under this Deed of Trust or the Financing Contract, the Lender or the Deed of Trust Trustee is entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as in effect in North Carolina and may proceed as to the Fixtures in the same manner as provided in this Deed of Trust for the real property.

The "Fixtures" are all items of personal property attached or affixed to the Pledged Facilities in such a manner that removing the items would cause damage to the Pledged Facilities. The Fixtures may include plumbing, heating, lighting, electrical, laundry, ventilating, refrigerating, incinerating, air-conditioning, fire and theft protection and sprinkler equipment, including all renewals and replacements thereof and all additions thereto, and all articles in substitution thereof, and all proceeds of all the foregoing in whatever form.

The County is not obliged to renew, repair or replace any undesirable or unnecessary Fixture. If the County determines that any Fixture has become undesirable or unnecessary, the County may remove that Fixture from the Pledged Facilities and sell, trade-in, exchange or otherwise dispose of it (as a whole or in part), with an amount equivalent to the fair market value of the Fixture as removed becoming Net Proceeds and subject to the provisions of Section 6.2 of the Financing Contract.

With respect to those items of the Mortgaged Property that are or are to become Fixtures, this Deed of Trust constitutes a financing statement filed as a fixture filing. The County agrees that the security interest in the Fixtures granted in this Section 1-4 is in addition to, and not in lieu of, any security interest in the Fixtures acquired by real property law. The fixtures are located on the land described on Exhibit A, and the County is the record owner of that land. The name and address of the County, as debtor, and the Lender, as secured party, are set forth in Section 5.1.

1-5 County's Obligation Limited. Notwithstanding any other provision of this Deed of Trust, the parties intend that this transaction will comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the County in violation of Section 160A-20.

No provision of this Deed of Trust is to be construed or interpreted as creating a pledge of the County's faith and credit within the meaning of any constitutional debt limitation. No provision of this Deed of Trust should be construed or interpreted as an illegal delegation of governmental powers, nor as an improper donation or lending of the

County's credit within the meaning of the North Carolina constitution. The County's taxing power is not and may not be pledged, directly or indirectly contingently, to secure any moneys due under this Deed of Trust.

No provision of this Deed of Trust restricts the County's future issuance of any of its bonds or other obligations payable from any class or source of the County's moneys (except to the extent the Financing Contract and this Deed of Trust restrict the incurrence of additional obligations secured by the Mortgaged Property).

Nothing in this Section is intended to impair or prohibit foreclosure on this Deed of Trust if the Obligations are not paid when due or otherwise upon the occurrence of an Event of Default under this Deed of Trust or the Financing Contract.

To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section takes priority.

1-6 No Transfers; Releases; Grants of Easements and Similar Interests

(a) The County shall not sell, transfer or encumber any interest in any Mortgaged Property, except as otherwise permitted by the Financing Contract or this Deed of Trust. This prohibition applies whether the sale, transfer, or encumbrance is of a legal or an equitable interest, is voluntary, involuntary, by operation of law, or otherwise, and includes any encumbrance that is not a Permitted Encumbrance. The Lender may take any action at law or in equity to prevent or rescind any unauthorized sale, transfer or encumbrance, including but not limited to requiring the immediate payment in full of the Installment Payments due under the Financing Contract and all other Obligations.

(b) The Lender is required, upon the County's direction and at any time, to execute and deliver all documents necessary to effect the release of all or any portion of the Mortgaged Property from the lien of this Deed of Trust upon the County's compliance with the requirements of this Section. No consent or acknowledgment by the Deed of Trust Trustee is required for any release under this Section. The Lender may not release any property under this Section during the continuation of an Event of Default.

(c) To obtain a release, the County must file with the Lender a County Certificate (i) stating that (A) no Event of Default is continuing, (B) the release will not materially impair the intended use of the property remaining subject to this Deed of Trust, and (C) the release complies with the requirements of this Section, (ii) providing a copy of the proposed instrument of release, (iii) directing the execution and delivery of the instrument, and (iv) providing evidence of compliance with (v) or (vi) below.

(v) In the case of a proposed release of all the Mortgaged Property, the County must pay to the Lender, or to some other fiduciary reasonably acceptable to the Lender, an

amount (A) that is sufficient to provide for the payment in full of all the Obligations and (B) that is required to be used for that payment.

(vi) In the case of a proposed release of a portion (but less than all) of the Mortgaged Property, the County must provide evidence to the Lender that the appraised, taxable or insured value (and the County may provide different evidence for different portions) of that portion of the Mortgaged Property that is proposed to remain subject to the lien of this Deed of Trust will not be less than 75% of the aggregate principal component of the Amount Advanced outstanding at the time the release is effected.

(d) The County may make the following grants and dispositions, so long as the grant or disposition will not materially impair the intended use of the Pledged Facilities, and without regard to subsection (c) above.

(i) The County may from time-to-time grant easements, licenses, rights-of-way and other similar rights with respect to any part of the Mortgaged Property, and the County may release similar interests, with or without consideration.

(ii) The County may dispose of any undesirable or unnecessary Fixture as provided in Section 1-4.

1-7 Construction Mortgage. The parties intend that the security interest evidenced by this Deed of Trust is a "construction mortgage" with respect to the Pledged Facilities within the meaning of Section 25-9-334 of the North Carolina General Statutes.

2. County's Payment Obligation; Lender's Advances

2-1 Payment of Obligations; Compliance with Covenants. The County will pay the Obligations as and when the same become due and payable in the manner set forth in this Deed of Trust and in the Financing Contract, and will comply in all respects with all of the terms of this Deed of Trust and the Financing Contract.

2-2 Payment of Costs and Legal Fees. (a) If the Deed of Trust Trustee or the Lender employs an attorney to assist in the enforcement or collection of any Obligations, or if the Deed of Trust Trustee or the Lender voluntarily or otherwise becomes a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Mortgaged Property, to protect the lien of this Deed of Trust, to enforce collection of the Obligations, or to enforce compliance by the County with any of the provisions of this Deed of Trust or the Financing Contract, then the County will pay reasonable legal fees and all costs that may reasonably be incurred (whether or not any suit or proceeding is commenced). All of those fees and costs (together with interest at the annual rate of 4.00%, calculated on the basis of a 360-day year consisting of twelve 30-day months) are secured as Obligations under this Deed of Trust.

(b) If any suit or proceeding described in subsection (a) is adverse to the County, however, then the County has this liability only if the Deed of Trust Trustee or the Lender, as the case may be, is a prevailing party in the suit or proceeding.

2-3 Advances for Performance of County's Obligations. If the County fails to perform any of its obligations under the Financing Contract or this Deed of Trust, then the Deed of Trust Trustee and the Lender are authorized, but not obligated, to perform the obligation or cause it to be performed. All of those fees and costs, together with interest at the annual rate of 4.00% (calculated on the basis of a 360-day year consisting of twelve 30-day months) are secured as Obligations under this Deed of Trust.

3. The Deed of Trust Trustee

3-1 No Liability for Deed of Trust Trustee. The Deed of Trust Trustee will suffer no liability by virtue of his acceptance of this trust except as may be incurred as a result of any failure on his part to account for the proceeds of any sale under this Deed of Trust.

3-2 Substitute Trustees. If any Deed of Trust Trustee dies, becomes incapable of acting or renounces the trust, or if for any reason the Lender desires to replace any Deed of Trust Trustee, then the Lender has the unqualified right to appoint one or more substitute or successor Deed of Trust Trustees by instruments filed for registration in the office of the Register of Deeds where this Deed of Trust is recorded. Any removal or appointment may be made at any time without notice, without specifying any reason, and without any court approval. Any appointee becomes vested with title to the Mortgaged Property and with all rights, powers, and duties conferred upon the Deed of Trust Trustee by this Deed of Trust in the same manner and to the same effect as if that Deed of Trust Trustee were named as the original Deed of Trust Trustee.

4. Defaults and Remedies; Foreclosure

4-1 Defaults and Remedies. During the continuation of an Event of Default under the Financing Contract, the Lender may pursue its rights and remedies as provided under the Financing Contract and this Deed of Trust.

4-2 Foreclosure; Sale under Power of Sale.

(a) *Right to foreclosure or sale.* During the continuation of an Event of Default, at the Lender's request, the Deed of Trust Trustee must foreclose this Deed of Trust by judicial proceedings or, at the Lender's option, the Deed of Trust Trustee must sell (and is empowered to sell) all or any part of the Mortgaged Property at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which the County expressly waives to the extent permitted by law)

after compliance with applicable State laws relating to foreclosure sales under power of sale. The Deed of Trust Trustee will execute and deliver a proper deed or deeds to the successful purchaser at the sale. If only a part of the Mortgaged Property is sold, the partial sale in no way adversely affects the lien created by this Deed of Trust against the remainder.

(b) *Lender's Bid.* The Lender may bid and become the purchaser at any sale under this Deed of Trust. Instead of paying cash, the Lender may make settlement for the purchase price by crediting against the Obligations the bid price net of sale expenses, including the Deed of Trust Trustee's commission, and after payment of any taxes and assessments as may be a lien on the Mortgaged Property superior to the lien of this Deed of Trust (unless the Mortgaged Property is sold subject to those liens and assessments, as provided by law).

(c) *County's Bid.* The County may bid for all or any part or parts of the Mortgaged Property at any foreclosure sale. The County, however, may not bid less than an amount sufficient to provide for full payment of the Obligations, unless the Lender consents in writing.

(d) *Successful bidder's deposit.* At any sale the Deed of Trust Trustee may, at his option, require any successful bidder (other than the Lender) immediately to make a deposit with the Deed of Trust Trustee against the successful bid in the form of cash or a certified check in an amount of up to 5% of the sale price. The advertised notice of sale need not include notice of this requirement.

(e) *Application of sale proceeds.* The Deed of Trust Trustee must apply the proceeds of any foreclosure sale in the manner and in the order prescribed by State law. The parties agree (i) that the sale expenses will include a commission to the Deed of Trust Trustee equal to one-half of one percent of the gross sales price (but not exceeding a total of $25,000) for all services performed by the Deed of Trust Trustee under this Deed of Trust, and (ii) that any sale proceeds remaining after the payment of all obligations and the prior application of the proceeds in accordance with State law will be paid to the County.

4-3 Possession of Mortgaged Property. During the continuation of an Event of Default, upon the Lender's demand the County must deliver possession of the Mortgaged Property to the Lender. In addition, the County must surrender possession of the Mortgaged Property to the purchaser of the Mortgaged Property at any judicial or foreclosure sale under this Deed of Trust.

During the continuation of an Event of Default, the Lender, to the extent permitted by law, is also authorized to (a) take possession of the Mortgaged Property, with or without legal action, (b) lease the Mortgaged Property, (c) collect all rents and profits from the

Mortgaged Property, with or without taking possession of the Mortgaged Property, and (d) after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of necessary maintenance and insurance costs, and then apply all remaining amounts to the County's account and in reduction of the Obligations. The Lender will be liable to account only for rents and profits it actually receives.

4-4 No Remedy Exclusive; Delay not Waiver. All remedies under this Deed of Trust are cumulative and may be exercised concurrently or separately. The exercise of any one remedy is not an election of that remedy as an exclusive remedy, nor does the exercise of one remedy preclude the exercise of any other remedy. If any Event of Default occurs and is later waived by the other party or parties, that waiver is limited to the particular default waived and does not constitute a waiver of any other default. Every power or remedy given by this Deed of Trust to the Deed of Trust Trustee or the Lender may be exercised from time to time as often as may be deemed expedient by the Deed of Trust Trustee or the Lender.

5. Miscellaneous

5-1 Notices.

(a) Any communication provided for in this Deed of Trust must be in English and must be in writing. "Writing" includes facsimile transmission and electronic mail.

(b) For this Deed of Trust, any communication sent by facsimile transmission or electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a County Representative (in the case of the County) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment.

(c) Any other communication under this Deed of Trust will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the County, to County Manager, Beaufort County, Attention: Notice under 2021 Financing Deed of Trust, 121 West 3rd Street, Washington, NC 27889

(ii) if to the Deed of Trust Trustee, to Benjamin C. Hirsh, 400 Rella Boulevard, Montebello, NY 10901

(iii) if to the Lender, to Sterling National Bank, 500 Seventh Avenue, 3rd Floor, New York, NY 10018, Attention: NYC Team 114

(d) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others. The County must send copies of any notices it sends to the Deed of Trust Trustee also to the Lender.

5-2 Successors. This Deed of Trust is binding upon, will inure to the benefit of, and is enforceable by the County, the Deed of Trust Trustee and the Lender, and their respective successors and assigns.

5-3 No Marshalling. The County waives any and all rights to require marshalling of assets in connection with the exercise of any remedies provided in this Deed of Trust or as permitted by law.

5-4 Definitions. All capitalized terms used in this Deed of Trust and not otherwise defined have the meanings ascribed to them in the Financing Contract.

5-5 Governing Law; Forum. The County, the Lender and the Deed of Trust Trustee intend that North Carolina law will govern this Deed of Trust and all matters of its interpretation. To the extent permitted by law, the County, the Lender and the Deed of Trust Trustee agree that any action brought with respect to this Deed of Trust must be brought in the North Carolina General Court of Justice in Beaufort County, North Carolina.

5-6 Limitation of Liability of Officers and Agents. No officer, agent or employee of the County, the Lender or the Deed of Trust Trustee will be subject to any personal liability or accountability by reason of the execution of this Deed of Trust or any other documents related to the transactions contemplated by this Deed of Trust. Those officers or agents are deemed to execute documents in their official capacities only, and not in their individual capacities. This Section does not relieve any officer, agent or employee from the performance of any official duty provided by law.

5-7 Covenants Run with the Land. All covenants contained in this Deed of Trust run with the real estate encumbered by this Deed of Trust.

5-8 Further Instruments. Upon the request of the Lender or the Deed of Trust Trustee, the County will execute, acknowledge and deliver any further instruments reasonably necessary or desired by the Lender or the Deed of Trust Trustee to carry out more effectively the purposes of this Deed of Trust or any other document related to the transactions contemplated by this Deed of Trust, and to subject to the liens and security interests of this Deed of Trust all or any part of the Mortgaged Property intended to be given or conveyed, whether now given or conveyed or acquired and conveyed subsequent to the date of this Deed of Trust.

5-9 Severability. If any provision of this Deed of Trust is determined to be unenforceable, that will not affect any other provision of this Deed of Trust.

5-10 Non-Business Days. If the date for making any payment, or the last day for performance of any act or the exercising of any right, is not a Business Day, that payment may be made, or act performed or right exercised, on or before the next succeeding Business Day.

5-11 Electronic Transaction. The parties agree that the transaction described in this Deed of Trust may be conducted and related documents may be received, sent and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

5-12 Entire Agreement; Amendments. This Deed of Trust, together with the Financing Contract, constitutes the County's entire agreement with the Lender and the Deed of Trust Trustee with respect to its general subject matter. This Deed of Trust may not be changed without the written consent of the County and the Lender, but the consent of the Deed of Trust Trustee is not required.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the County has caused this instrument to be signed, sealed and delivered by duly authorized officers, all as of June 10, 2021.

ATTEST: **(SEAL)**

BEAUFORT COUNTY, NORTH CAROLINA

_____
Katie Mosher
Clerk, Board of Commissioners

By: _____
Brian M. Alligood
County Manager

* * * * * *

STATE OF NORTH CAROLINA;
BEAUFORT COUNTY

I, a Notary Public of such County and State, certify that Brian M. Alligood and Katie Mosher personally came before me this day and acknowledged that they are the County Manager and the Clerk of the Board of Commissioners, respectively, of Beaufort County, North Carolina, and that by authority duly given and as the act of such County, the foregoing instrument was signed in the County's name by such County Manager, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and official stamp or seal, this ___ day of _____, 2021.

[SEAL]

_____
Notary Public

My commission expires: _____

[Deed of Trust and Security Agreement
for the benefit of Sterling National Bank,
dated as of June 10, 2021]

EXHIBIT A – Pledged Site Description

****USED FROM ORIGINAL 2013 USDA LOAN****

Located in Long Acre Township, Beaufort County, North Carolina more particularly described as follows:

BEGINNING at a North Carolina Department of Transportation right of way monument set at the common corner of property of Beaufort County Community College and Roger W. Woolard, and running thence from said beginning point with the right of way of US Highway 264, North 72 ° 42' 11" West 243.76 feet to an iron pipe; thence continuing with said right of way North 61 ° 23' 19" West 66.52 feet to a rebar set at the intersection of the right of way of US Hwy 264 with the Eastern right of way of a service drive, and said point having ground coordinates of N = 654,382.260 feet and E = 2,605,937.481 feet; running thence with the right of way of said service drive North 16° 01' 19" East 269.47 feet to a point; thence continuing with the right of way of said drive North 15° 38' 50" East 298.58 feet to a rebar; running thence South 74° 12' 33" East 213.30 feet to a rebar; thence continuing the same course 15.66 feet to the centerline of a ditch that is a common line between Beaufort County Community College and the property of Roger W. Woolard; running thence with the Woolard line and centerline of said ditch South 09° 27' 20" West 713.83 feet to the point of beginning, and containing 4.33 acres, more or less. Said property is the same as shown on a Survey by Mayo & Associates, PA, dated August 19, 2009, and a copy of which is recorded in Plat Cabinet H, Slide 42-5, Beaufort County Registry.

EXHIBIT B -- Existing Encumbrances

[To come]

s☆h draft of April 2021

BEAUFORT COUNTY, NORTH CAROLINA

and

STERLING NATIONAL BANK

INSTALLMENT FINANCING CONTRACT

Installment Financing Contract

THIS INSTALLMENT FINANCING CONTRACT (the "Contract") is dated as of June 1, 2021, and is between **BEAUFORT COUNTY, NORTH CAROLINA**, a political subdivision [~~municipal corporation~~] of the State of North Carolina (the "County"), and **STERLING NATIONAL BANK** (the "Lender").

RECITALS:

The County has previously determined to carry out a plan (the "Project") to refinance a 2013 United States Department of Agriculture ("USDA") Loan. The Lender has agreed to advance funds to the County for this purpose.

This Contract provides for the Lender's advance of funds, and the County's obligation to repay the funds with interest. In accordance with the County's authority under Section 160A-20 of the North Carolina General Statutes, the County will secure its obligations under this Contract by granting to the Lender a security interest in the Pledged Facilities and the Pledged Site.

Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Contract, the parties agree as follows:

ARTICLE I
ADVANCE

1.1. Advance. The Lender advances $2,700,000 (the "Amount Advanced") to the County, and the County accepts the Amount Advanced.

1.2. Form of Advance. The Lender will make this advance, as directed by the District, by disbursing the Amount Advanced as follows:

(a) Retaining $_____ from the proceeds as the Bank's loan fee.

(b) Paying $_____ to the County's bond counsel.

(c) Depositing the remaining $_____ of the proceeds [~~to a Project Fund (the "Project Fund") as provided in a Project Fund Agreement of even date (the "Project Fund Agreement") between the County and the Lender. The Lender will disburse funds from the Project Account to the County as provided in the Project Fund Agreement.~~]

ARTICLE II
CONTRACT PAYMENTS

2.1. Installment Payments. The County will repay the Amount Advanced by making Installment Payments at the times and in the amounts set forth in Exhibit B. As indicated in Exhibit B, the Installment Payments

include designated interest components. The County will make its payments either by check or draft or by Federal Reserve wire transfer, or other transfer of immediately available United States funds, in any case sent on the payable date directly to the Lender to any address or bank account in the United States as the Lender may designate from time to time.

2.2. Additional Payments. The County will pay all Additional Payments on a timely basis directly to the person or entity to which it owes the payment. If the County fails to pay any Additional Payment when due, the Lender may (but is not required to) pay the Additional Payment. The County then agrees to reimburse the Lender for any Additional Payment paid by the Lender, together with interest at an annual rate of 4.00%. All Installment Payments and Additional Payments will be made in lawful money of the United States.

2.3. Late Charges. Should the County fail to pay any Installment Payment, or any other sum required to be paid to the Lender, within 15 days after the due date, the County shall pay a late payment charge equal to 4% of the delinquent payment. The acceptance or assessment of a late charge shall not constitute a waiver of a default or of an Event of Default, or impair any other rights or remedies of the Lender.

2.3. Prepayment. ~~*[always need to check and conform to proposal]*~~ The County may prepay the outstanding principal component of the Amount Advanced via the following: Year 1 – 4: No Call; Year 5 – 7: 101% of the balance; 8 – 12: 100% of the balance, at its option on any regularly scheduled Payment Date, in whole but not in part, and by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) provided the County gives the Lender at least 30 days prior written notice of its intent to prepay the remaining outstanding balance.

2.4. Interest Rate and Payment Adjustment. (a) "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 (i) that the interest component of Installment Payments, or any portion thereof, is includable in any counterparty's gross income for federal income tax purposes or (ii) that the County's obligations under this Contract are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event"), 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.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest components of the Installment Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), 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 (in the case of a 265 Event, retroactively to the Closing Date) of any counterparty to the County under this Contract.

(c) The County shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected counterparty, notwithstanding the fact that any particular counterparty may not be the counterparty under this Contract on the date of a Rate Adjustment Event. The County shall additionally pay to all affected beneficiaries any interest, penalties or other charges assessed against or payable by such counterparty and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another counterparty.

2.5. No Reduction or Abatement. The County remains liable for full performance of all its covenants under this Contract and the Deed of Trust (subject to the limitations described in Article ____), notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) Any act or omission by the Lender, or the Lender's waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Contract or the Deed of Trust, whether granted to the County or any other person;

(c) The sale or release of all or part of the Mortgaged Property or the release of any party who assumes all or any part of such performance; or

(d) Another party's assumption of any of the County's obligations under the Contract or this Deed of Trust.

There will be no abatement or reduction of the Installment Payments or Additional Payments by the County for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim arising out of or related to the Pledged Sites or the Pledged Facilities. The County assumes and will bear the entire risk of completion, loss and damage to the Mortgaged Property from any cause whatsoever, it being the parties' intention that the Installment Payments will be made in all events unless the County's obligation to make Installment Payments is terminated as provided in this Contract.

2.6. Appropriations.

(a) The County will cause the officer who prepares the draft County budget initially submitted for County Board consideration to include in the initial proposal each year the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for Contract Payments, the County Board may determine not to include the appropriation (in whole or in part) in the final County budget for any Fiscal Year, or may amend an adopted budget to reduce or delete an approved appropriation.

(b) (i) If for any Fiscal Year the County adopts an annual budget that does not appropriate (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year, then the County will send notice of this failure to the Lender and the LGC within ten days after the adoption of that budget.

(ii) If for any Fiscal Year the County has not adopted an annual budget that appropriates (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year within 15 days after the beginning of any Fiscal Year, then the County will send notice of this failure to the Lender and the LGC within an additional ten days.

(iii) Similarly, if at any time the County amends the annual budget to reduce the amounts appropriated for Contract Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the County will send notice of this amendment to the Lender and the LGC within ten days.

(iv) The County shall send notices intended for the LGC to the attention of its Secretary, at 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604.

ARTICLE III
COUNTY'S RESPONSIBILITIES

3.1. Care and Use. The County will use and care for the Mortgaged Property in a careful and proper manner. The County must keep the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended.

3.2. Utilities. The County will pay all charges for utility services furnished to or used on or in connection with the Pledged Site and the Pledged Facilities.

3.3. Risk of Loss. The County bears all risk of loss to and condemnation of the Mortgaged Property.

3.4. Lender's Performance of County's Responsibilities. The Lender may, but is in no event required to, (a) undertake any performance required of the County or (b) make any payments required to be made by the County, in either case for the insurance, maintenance or preservation of the Mortgaged Property that the County fails to make or pay. The County will then reimburse the Lender for any payments and for any associated costs and expenses, legal or otherwise, together with interest at the annual rate of 4.00%.

3.5. Compliance with Requirements. The County will promptly and faithfully comply with all requirements of governmental authorities relating to the use or condition of the Mortgaged Property (or be diligently and in good faith contesting the requirements), if the violation of the requirement would adversely affect the use, value or condition of the Mortgaged Property. This compliance (or contest) is required of the County whether or not any requirement necessitates structural changes or improvements or interferes with the County's use or enjoyment of the Mortgaged Property. Unless required by applicable law or unless the Lender has otherwise agreed in writing, the County will not use the Mortgaged Property for any purposes other than those for which the property was intended as of the Closing Date.

The County will in no event use the Mortgaged Property, or any portion, nor allow it to be used, (a) for any unlawful purpose, (b) in violation of any certificate of occupancy or other permit or certificate, or (c) in violation of any law, ordinance or regulation.

3.6. Use and Operation of Pledged Facilities. The County will use and operate the Pledged Facilities for their intended public purposes. The County will be solely responsible for the operation of the Pledged Facilities, and will not contract with any other person or entity for that operation.

3.7. Modification of Pledged Facilities; Installation of Equipment and Machinery. The County has the right to remodel the Pledged Facilities or make substitutions, additions, modifications and improvements to the Pledged Facilities, at its own cost and expense. These changes, however, must not damage the Pledged Facilities or result in the use of the Pledged Facilities for purposes substantially different from those contemplated on the Closing Date. Further, the Pledged Facilities, upon completion of the changes, must be of a value not less than the value of the Pledged Facilities immediately prior to making the changes. All additions, modifications and improvements within the boundaries of the Pledged Site become a part of the Mortgaged Property and subject to the lien of the Deed of Trust.

The County may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Pledged Facilities. Neither the Lender nor any assignee will have any interest in any property that is not a "Fixture" as defined in Section 1-4 of the Deed of Trust.

3.8. Taxes and Other Governmental Charges. If the Mortgaged Property (or any portion) is, for any reason, deemed subject to taxation, assessments or charges lawfully made by any government, the County will, during the Contract term, pay the amount of all those taxes, assessments and governmental charges as Additional Payments. With respect to special assessments or other charges which may be lawfully paid in installments over a period of years, the County is obligated under this Contract only to provide for the installments that are required to be paid during the Contract term. The County must not allow any liens for taxes, assessments or governmental charges with respect to the Mortgaged Property (or any portion) to become delinquent, including any taxes levied upon the Lender's interest in the Mortgaged Property, or on any rentals or other revenues derived from the Mortgaged Property.

The County may, at its own expense and in its own name, in good faith contest any taxes, assessments and other charges. In the event of a contest, the County may permit the charges to remain unpaid during the period of the contest and any appeal. If, however, the Lender notifies the County that, in the opinion of independent counsel selected by the Lender, the security afforded pursuant to this Contract or the Deed of Trust will be materially endangered by nonpayment of any items, then the County must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges).

3.9. County's Insurance.

(a) Property Damage Insurance – [From and after substantial completion of each principal portion of the Pledged Facilities,] the County shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to the Pledged Facilities in an amount equal to the estimated replacement cost. This insurance must include standard mortgagee coverage in favor of the Lender. The County shall provide evidence of such coverage to the Lender promptly upon substantial completion. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.2.

(b) General Liability Insurance – To the extent permitted by law, the County agrees that it will, at its own expense, acquire, carry and maintain comprehensive general liability insurance in an amount not less than $2,000,000 for personal injury or death and $2,000,000 for property damage, and that it will include the Lender as an additional insured with respect to occurrences related to the Facilities. ***[Does this need to max General Contractor's Insurance if different from $2mil?]***

(c) Worker's Compensation Insurance – The County will, at its own expense, acquire, carry and maintain worker's compensation insurance in the manner required by law.

~~(d) Flood Insurance – If any part of the Pledged Site lies in a "Special Flood Hazard" area, as shown on a map published by the Federal Emergency Management Agency, the County, at its own expense, must maintain an adequate policy for flood insurance for the life of the loan in compliance with the Federal Flood Disaster Protection Act of 1973. ******~~**BB&T only**~~

(d) Additional Provisions --

(i) The County must maintain the insurance required by this Section with generally recognized responsible insurers. The insurance may carry reasonable deductible or risk-retention amounts. The County must provide copies of all such policies to the Lender upon request.

(ii) In the alternative, the County may maintain the insurance required by subsections (a) and (b) above (A) by one or more blanket or umbrella insurance policies or (B) by means of an adequate self-insurance fund or risk-retention program, or by participation in a group risk pool or similar program.

(iii) If the County obtains blanket or umbrella coverage, the County must provide to the Lender, upon the Lender's request, a certificate or certificates of the respective insurers evidencing the coverage and, with respect to property insurance, stating the amount of coverage provided with respect to the Pledged Facilities (or any covered portion). If the County provides for any alternative risk management programs, the County's risk manager or an independent insurance consultant must review the programs annually for sufficiency. The County must provide to the Lender evidence as to the sufficiency of any alternative program as the Lender may reasonably request.

(iv) The County may settle or adjust insurance claims in its discretion, except that no County agent or employee will have the power to adjust or settle any property damage loss greater than $_____ with respect to the Mortgaged Property, whether or not covered by insurance, without the Lender's prior written consent. The Lender

and the County will cooperate fully with each other in filing any claim or proof of loss with respect to any insurance policy described in this Contract.

(v) The Lender will not be responsible for the sufficiency or adequacy of any required insurance.

3.10. Title Insurance. The County agrees to obtain, at its own cost and expense, an American Land Title Association policy of title insurance, in form satisfactory to the Lender, effective as of the Closing Date, in an amount not less than the amount financed, and naming the Lender as insured mortgagee. The policy must insure the County's fee title to the Mortgaged Property, subject only to Permitted Encumbrances, and must be issued by a title insurance company qualified to do business in the State of North Carolina and reasonably acceptable to the Lender. On or before the Closing Date, the County must provide the Lender with a copy of an insurer's commitment to issue such a policy and, promptly after the Closing Date the County must provide the Lender with a copy of the final policy.

ARTICLE IV
CONSTRUCTION

4.1. Construction; Changes. (a) The County will comply with the provisions of the North Carolina General Statutes and enter into the Construction Contracts. The County will cause the construction of the Pledged Facilities to be carried on continuously in accordance with the Construction Contracts and all applicable State and local laws and regulations.

(b) The County will provide for the Pledged Facilities to be constructed on the Pledged Site and will insure (i) that no portion of the Pledged Facilities encroaches upon nor overhangs any easement or right-of-way, (ii) that the Pledged Facilities will be wholly within any applicable building restriction lines, however established, and (iii) that the Pledged Facilities will not violate applicable use or other restrictions, whether imposed by law or rule or by prior conveyances.

(c) The County may approve changes to the Construction Contracts in its discretion except that the County may not, without the Lender's consent, approve any changes which (i) increase total estimated Project Costs above the amounts previously identified and designated therefor, or (ii) result in the use of the Mortgaged Property for purposes substantially different from the use intended as of the Closing Date.

4.2. Contractors' Performance and Payment Bonds. The County shall require each contractor entering into a Construction Contract to furnish a performance bond and a separate labor and material payment bond as required by State law. The County shall provide copies of all such bonds to the Lender at the Lender's request.

Upon any material default by a contractor under any Construction Contract, or upon any material breach of warranty with respect to any materials, workmanship or performance, the County shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against the contractor or against the surety of any bond securing the performance of the applicable Construction Contract.

4.3. Contractors' General Public Liability and Property Damage Insurance. The County shall require each contractor entering into a Construction Agreement to procure and maintain standard form (a) comprehensive general public liability and property damage insurance, at such contractor's own cost and expense, during the duration of such contractor's construction contract, in the amount of at least $2,000,000, and (b) comprehensive automobile liability insurance on owned, hired and non-owned vehicles for not less than $2,000,000. Such policies shall include the Lender as an additional named insured. The County shall provide to the Lender a certificate of insurance in a form acceptable to the Lender with respect to each contractor. Such insurance shall provide protection

from all claims for bodily injury, including death, property damage and contractual liability, products/completed operations, broad form property damage and XCU (explosive, collapse and underground damage), where applicable.

4.4. Contractors' Builder's Risk Completed Value Insurance. The County shall require each contractor entering into a Construction Agreement to purchase and maintain property insurance (builder's risk) upon all construction, acquisition, installation and equipping of the Pledged Facilities (excluding contractor's tools and equipment) at the Pledged Site thereof at the full insurable value thereof. This insurance shall include a lender's loss payable endorsement in favor of the Lender, and shall insure against "all risk" subject to standard policy conditions and exclusions. The contractor shall purchase and maintain similar property insurance for portions of the work stored off the Pledged Site or in transit when such portions of the work are to be included in an application for payment. The contractor shall be responsible for the payment of any deductible amounts associated with this insurance.

4.5. Contractors' Workers' Compensation Insurance. The County shall require each contractor entering into a Construction Agreement to procure and maintain workers' compensation insurance during the term of such Construction Agreement, covering his or her employees working thereunder. A certificate of insurance evidencing such coverage, in form acceptable to the Lender, shall be provided to the County with respect to each contractor entering into a Construction Agreement. Each Construction Agreement shall also provide that each subcontractor of any contractor who is a party to such Construction Agreement shall be required to furnish similar workers' compensation insurance.

4.6. Right of Entry and Inspection. The Lender and its representatives and agents, upon reasonable notice to the County, have the right to enter upon the Pledged Site and inspect the Pledged Facilities from time to time during construction and at any other time during the Contract term. The County will cause any contractor or subcontractor to cooperate with any of those parties and agents during any inspection. Any inspection under this Section is made only for the Lender's benefit.

4.7. Completion of Construction. When the construction of the Pledged Facilities has been substantially completed to the County's satisfaction, the County will promptly prepare and deliver a certificate to that effect to the Lender. The County may then use any remaining portion of the Amount Advanced not needed to pay remaining Project Costs for any lawful purpose not in conflict with the County's obligations under Section __1-2, 6-2????____.

4.8. Cooperation. The Lender and the County will cooperate fully with each other in filing any claim or proof of loss with respect to any bond or insurance policy described in this Contract. So long as no Event of Default has occurred and is continuing under this Contract, neither the Lender or the County may voluntarily settle, or consent to the settlement of, any proceeding arising out of any claim with respect to the Project or the Pledged Facilities without the other's written consent.

ARTICLE V
TITLE; LIENS

5.1. Title. Title to the Mortgaged Property and any and all additions, repairs, replacements, or modifications thereto will at all times be in the County, subject to the lien of the Deed of Trust and to the Permitted Encumbrances. Simultaneously with the execution and delivery of this Contract, the County will deliver to the Lender the Deed of Trust in form mutually satisfactory to the Lender and the County and will cause the Deed of Trust to be recorded in the Office of the Register of Deeds of Jefferson County, North Carolina.

5.2. Encumbrance, Mortgage or Pledge of Mortgaged Property.

(a) The County will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Mortgaged Property (or any portion), except Permitted Encumbrances. The County will promptly, at its own expense, take such action as may be appropriate to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it has created, incurred or suffered to exist.

(b) The County may, at its own expense and in its own name, in good faith contest any lien or claim as described in (a) above. In the event of a contest, the County may permit the lien or claim to remain unpaid during the period of the contest and any appeal. If, however, the Lender notifies the County that, in the opinion of independent counsel selected by the Lender, the security afforded pursuant to this Contract or the Deed of Trust will be materially endangered by nonpayment of the lien or claim, then the County must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges). The Lender will cooperate fully with the County in any contest, upon the request and at the expense of the County.

(c) The County will reimburse the Lender for any expense incurred by it in order to discharge or remove any lien or claim, together with interest thereon at the annual rate of 4.00%.

ARTICLE VI
CONDEMNATION OR LOSS OF TITLE; USE OF NET PROCEEDS

6.1. Damage, Destruction or Condemnation. The County will promptly notify the Lender if

(a) the Mortgaged Property (or any portion) is destroyed or damaged by fire or other casualty;

(b) any governmental authority takes, or notifies the County of any intent to take, title to, or the temporary or permanent use of the Mortgaged Property (or any portion), or the estate of the County or the Lender in the Mortgaged Property (or any portion), under the power of eminent domain;

(c) a material defect in the construction of the Pledged Facility becomes apparent; or

(d) title to or the use of all or any portion of the Mortgaged Property is lost by reason of a defect in title;

and if the County estimates that any loss or casualty as described in this Section will either cost $100,000 or more to remedy or will result in a remedial payment to the County of $100,000 or more, as the case may be.

Each notice must describe generally the nature and extent of such damage, destruction or taking. The County will provide any additional information concerning such matter as the Lender may reasonably request.

The County will file its claims under insurance coverages and claims for awards or payments in the nature of condemnation awards resulting from any such damage, destruction or taking. The County will prosecute all such claims for such awards or payments in good faith and with due diligence. Any Net Proceeds received by the County will be used as provided in Section 6.2.

6.2. Security Interest in Net Proceeds; Deposit and Disbursement.

(a) If the Net Proceeds arising from any single event, or any single series of related events, is not more than $100,000, then the County has no obligation to account to the Lender or any other person or entity with respect

to the use of those Net Proceeds. The County, however, acknowledges that its use of such funds may be constrained by the requirements of the Code and the County's obligations under Section 7.1(i).

(b) If the amount of Net Proceeds received by the County from any single event or any single series of related events is more than $100,000, then the County grants a security interest in the Net Proceeds to the Lender to secure the County's obligations under this Contract, subject to the further provisions of this Section. This Contract is intended as and constitutes a security agreement with respect to this security interest. All Net Proceeds remain subject to the security interest provided for in this subsection until expended in compliance with this Contract.

(c) If the amount of Net Proceeds received by the County from any single event or any single series of related events is more than $100,000 but less than $1,000,000, the County will retain the Net Proceeds and promptly apply those amounts toward the repair or restoration of the Mortgaged Property, to the extent that can be accomplished with those amounts.

(d) If the amount of Net Proceeds received by the County from any single event or any single series of related events is at least $1,000,000, the County will cause those Net Proceeds to be paid to an escrow agent (which must be a bank, trust company or similar entity exercising fiduciary responsibilities and reasonably acceptable to the Lender) for deposit in a special escrow fund to be held by the escrow agent and disbursed by the escrow agent pursuant to requisitions in form and substance reasonably acceptable to the Lender. The County will then promptly apply those amounts toward the repair or restoration of the Mortgaged Property, to the extent that can be accomplished with those amounts.

(e) In the case of any use of Net Proceeds for repair or restoration, the County must act with due diligence and in a commercially reasonable manner to provide for the repair and restoration. After the County has finished applying Net Proceeds to repair or restoration, the County will promptly report to the Lender regarding the use of those Net Proceeds.

(f) In any event, the County may apply any Net Proceeds toward the prepayment of the Amount Advanced subject to the terms of Section 2.3.

(g) The County is not entitled to any reimbursement of any supplemental funds it provides under this subsection, nor is the County entitled to any postponement or diminution of its obligation to make Contract Payments as a result of any contribution. Any repair or replacement paid for in whole or in part out of Net Proceeds will be the County's property and will be part of the Mortgaged Property.

ARTICLE VII
COUNTY'S WARRANTIES, REPRESENTATIONS AND COVENANTS

7.1. By the County, Generally. The County makes the following statements of fact, with the understanding and intent that the Lender will rely on these statements in making its decision to enter into this Contract:

(a) The County is a duly organized and validly existing political subdivision [municipal corporation] of the State. The County has all powers necessary to enter into the transactions contemplated by this Contract and the Deed of Trust, and to carry out its obligations under those instruments.

(b) The County will take no action that would adversely affect its existence as a political subdivision [municipal corporation] in good standing in the State.

(c) The County has duly and validly authorized, executed and delivered this Contract and the Deed of Trust. Assuming due authorization, execution and delivery thereof by the other parties, this Contract and the Deed of

Trust constitute valid, legal and binding obligations of the County, enforceable (in the case of the Deed of Trust, by the Deed of Trust Trustee and the Lender) in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and such principals of equity as a court having jurisdiction may impose.

(d) The County requires no further approval or consent from any governmental authority with respect to the County's entering into or performing under this Contract or the Deed of Trust.

(e) No County representation, covenant or warranty in this Contract is false or misleading in any material respect.

(f) The County Board resolutions relating to the County's authorization and performance of this Contract, the Deed of Trust, and the transactions contemplated in those documents have been duly adopted, are in full force and effect, and have not been in any material respect modified, revoked or rescinded.

(g) The County reasonably expects that the Project can be completed for a total price within the total amount of funds to be available from the Amount Advanced, income anticipated to be derived from the investment of those funds, and other funds expected to be available for the intended purpose. The County will pay any excess costs, with no resulting reduction or offset in the amounts otherwise payable by the County.

(g) The County reasonably believes funds will be available to satisfy all its obligations under this Contract.

(h) The Pledged Facilities have been designed and constructed so as to comply with all applicable subdivision, building and zoning ordinances and regulations, if any, and any and all applicable federal and State standards and requirements relating to the Pledged Facilities. The County has complied with all required public bidding and related procedures regarding the acquisition and construction of the Pledged Facilities.

(h) The Pledged Facilities have not been and will not be used in any private business or put to any private business use.

(i) The County will not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Contract to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments to which those components would otherwise be entitled and, if it should take or permit, or omit to take or cause to be taken, any such action, the County will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(j) The County has determined to undertake the Project after extensive consideration of the County's needs and responsibilities, and consideration of alternative means of carrying out those responsibilities.

(k) *[BB&T only* -- All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the County's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Contract, the consummation of the transactions contemplated by this Contract and the acquisition and construction of the Pledged Facilities have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

(l) *[BB&T only* -- Neither the execution and delivery of this Contract nor the consummation of the transactions contemplated by this Contract, nor the fulfillment of or compliance with the terms and conditions of this

Contract, (i) to the best of the County's knowledge, constitutes a violation of any provision of law governing the County or (ii) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the County is a party or by which the County is bound.

(m) *[BB&T only* -- There is no litigation or any governmental administrative proceeding to which the County (or any official thereof in an official capacity) is a party that is pending or, to the best of the County's knowledge after reasonable investigation, threatened with respect to (i) the County's organization or existence, (ii) its authority to execute and deliver this Contract or to comply with the terms of this Contract, (iii) the validity or enforceability of this Contract or the transactions contemplated hereby, (iv) the title to office of any County Board member or any other County officer, (v) any authority or proceedings relating to the County's execution or delivery of this Contract, or (vi) the undertaking of the transactions contemplated by this Contract.

(n) *[BB&T only* -- The County (i) is not in violation of any existing law, rule or regulation applicable to it, and (ii) is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the County is a party or by which it is bound or to which any of its assets are subject, including this Contract. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Contract, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

(k) The County will send the Lender a copy of the County's audited financial statements for each Fiscal Year within 30 days of the County's acceptance of the statements, but in any event within 180 days of the completion of each Fiscal Year. *[add for BB&T* -- The County shall also furnish the Lender, at such reasonable times as the Lender may request, all other financial information (including, without limitation, the County's annual budget as submitted or approved) as the Lender may reasonably request. The County shall permit the Lender or its agents and representatives to inspect the County's books and records and make extracts therefrom.

(l) The Lender has not acted as a financial adviser to the County, and the County has not relied on the Lender for any financial advice.

permitted

ARTICLE VIII
INDEMNIFICATION

To the extent permitted by law, the County will indemnify, protect and save

(a) the Deed of Trust Trustee,

(b) the Lender and its officers, employees, and directors, and

(c) the LGC's members and employees,

in all cases harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including legal fees, arising out of, connected with, or resulting directly or indirectly from the Project, the Mortgaged Property or the transactions contemplated by this Contract, including without limitation the possession, condition, installation, construction or use of the Pledged Facilities. The indemnification arising under this Section will survive the Contract's termination.

****** *as per John Roberts in Orange County 17A – take a shot at cutting this down a bit, trying to relate this to actions by County and not covering actions related to the gross negligence or misconduct of an indemnified party or its employees or representatives.*

ARTICLE IX
DISCLAIMER OF WARRANTIES

The County acknowledges as follows:

(a) that the Lender has not designed the Pledged Facilities;

(b) that the Lender has not supplied any plans or specifications with respect to the Pledged Facilities;

(c) that the Lender is not a manufacturer of, nor a dealer in, any of the component parts of the Pledged Facilities or similar facilities;

(d) that the Lender has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Pledged Facilities or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Pledged Facilities or any component part thereof or any property or rights relating thereto at any stage of the construction thereof;

(e) that the Lender has not at any time had physical possession of the Pledged Facilities or any component part thereof or made any inspection thereof or any property or rights relating thereto;

(f) that the Lender has not made any warranty or other representation, express or implied, that the Pledged Facilities or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the County intends therefor, or (iii) is safe in any manner or respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE MORTGAGED PROPERTY OR THE PLEDGED FACILITIES OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the ability of the Pledged Facilities to perform any function; that the Amount Advanced will be sufficient to pay all Project Costs; or any other characteristic of the Pledged Facilities; it being agreed that the County is to bear all risks relating to the Pledged Facilities, the completion thereof or the transactions contemplated by this Contract or by the Deed of Trust, and the County waives the benefits of any and all implied warranties and representations of the Lender.

The provisions of this Article will survive the Contract's termination.

ARTICLE X
DEFAULT AND REMEDIES

10.1. Events of Default. An "Event of Default" is any of the following:

(a) The County fails to make any Installment Payment when due.

(b) The occurrence of an Event of Nonappropriation.

(c) The County breaches or fails to perform or observe any term, condition or covenant of this Contract or the Deed of Trust on its part to be observed or performed, other than as referred to in subsections (a) or (b) above, including payment of any Additional Payment, for a period of 90 *[drop to 30 for BB&T or H&W]* days after written notice specifying such failure and requesting that it be remedied has been given to the County (by any person or entity), unless the Lender agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the applicable period and the County institutes corrective action within the applicable period, no Event of Default will be deemed to have occurred so long as the County diligently pursues the corrective action.

(d) Proceedings under any bankruptcy, insolvency, reorganization or similar law are instituted by or against the County as a debtor, or a receiver, custodian or similar officer is appointed for the County or any of its property.

(e) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of the Deed of Trust is found to exist, or proceedings are instituted to enforce any lien, charge or encumbrance against the Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of the Deed of Trust.

10.2. Remedies on Default. Upon the occurrence and during the continuation of any Event of Default, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Installment Payments, and the accrued interest thereon, immediately due and payable;

(b) Proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Contract or the Deed of Trust or to recover for the breach thereof; and

(c) Avail itself of all available remedies under the Deed of Trust, including foreclosure on the Mortgaged Property and recovery of legal fees and other expenses, and of all other remedies available at law or in equity.

The Lender's exercise of remedies is subject to the limitations set forth in Article X.

10.3. No Remedy Exclusive; Delay Not Waiver. All remedies under this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy will not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default occurs and is thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed a waiver of any other breach under this Contract.

ARTICLE XI
ASSIGNMENTS

11.1. County's Assignments. The County may not sell or assign any interest in this Contract without the Lender's prior written consent.

11.2. Lender's Assignment. The Lender may, at any time and from time to time, assign all or any part of its interest in the Mortgaged Property or this Contract, including, without limitation, the Lender's rights to receive Installment Payments. Any assignment made by the Lender or any subsequent assignee must not purport to convey any greater interest or rights than those held by the Lender pursuant to this Contract.

The County agrees that this Contract may become part of a pool of obligations at the Lender's or its assignee's option. The Lender or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract. Any assignment by the Lender may be only to a Lender, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of the Lender's interest in the Mortgaged Property or this Contract will be effective unless and until the County receives a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The County further agrees that the Lender's interest in this Contract may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided (a) the County receives a copy of the agency contract, and (b) the collection and paying agent agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of the certificates of participation.

The Lender covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Lender's rights under this Contract will contain a statement to the effect that the County has not reviewed and is not responsible for the disclosure document. The Lender covenants to defend, indemnify and hold harmless the County and its officers, employees and agents against any and losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject on account of any statement included in a disclosure document, or that fails to be included in a disclosure document, unless the County has expressly approved the use of such disclosure document.

The County agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the County, and the County will keep a complete and accurate record of all assignments as required by the Code. After the giving of any notice, the County will thereafter make all payments in accordance with the notice to the assignee named therein and will, if so requested, acknowledge the assignment in writing, but the acknowledgment will in no way be deemed necessary to make the assignment effective.

Notwithstanding any of the foregoing, in no event will the County ever be required to make Installment Payments to more than one person or entity on any payment date.

ARTICLE XII
COUNTY'S LIMITED OBLIGATION

Notwithstanding any other provision of this Contract, the parties intend that this transaction comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the County in violation of such Section 160A-20.

No provision of this Contract should be construed or interpreted as creating a pledge of the County's faith and credit within the meaning of any constitutional debt limitation. No provision of this Contract should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the County's credit within the meaning of the North Carolina constitution. The County's taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Contract.

No provision of this Contract will be construed to pledge or to create a lien on any class or source of the County's moneys (other than the Amount Advanced and any Net Proceeds), nor will any provision of this Contract restrict the County's future issuance of any of its bonds or other obligations payable from any class or source of the County's moneys (except to the extent the this Contract and the Deed of Trust restrict the incurrence of additional obligations secured by the Mortgaged Property).

To the extent of any conflict between this Article and any other provision of this Contract, this Article takes priority. Nothing in this Article is intended to impair or prohibit foreclosure of the Deed of Trust upon occurrence of an Event of Default under this Contract or the Deed of Trust.

ARTICLE XIII
MISCELLANEOUS

13.1. Notices.

(a) Any communication provided for in this Contract must be in writing (not including facsimile transmission or electronic mail).

(b) Any communication under this Contract will be sufficiently given and deemed given on the delivery date shown on a certified mail receipt, or a delivery receipt from a national commercial package delivery service, if addressed as follows:

(i) If intended for the County, to County Manager, Jefferson County, Attention: Notice under 2017 Financing Agreement, _____

(ii) If intended for the Lender, to BB&T Government Finance, Attention: Account Administration/Municipal, 5130 Parkway Plaza Blvd., Building 9, Charlotte, NC 28217

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to the other.

13.2. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right is not a Business Day, such payment may be made or act performed or right exercised on or before the next succeeding Business Day. For this Contract and the Deed of Trust, a "Business Day" is any day on which banks in the State are not by law authorized or required to remain closed.

13.3. Governing Law. The parties intend that North Carolina law will govern this Contract and all matters of its interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Contract must be brought in the North Carolina General Court of Justice in XCountyx County, North Carolina.

13.4. Severability. If any provision of this Contract is determined to be unenforceable, that will not affect any other provision of this Contract.

13.5. Amendments. This Contract may not be modified or amended unless the amendment is in writing and signed by the County and the Lender and approved by the LGC.

13.6. Binding Effect. Subject to the specific provisions of this Contract, this Contract will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

13.7. Third-Party Beneficiaries. The Deed of Trust Trustee and the LGC are the only parties intended as third-party beneficiaries of this Contract.

13.8. Time. Time is of the essence of this Contract and each and all of its provisions.

13.9. Limitation on Liability of Officers and Agents. No officer, agent or employee of the County, of the LGC or the Lender will be subject to any personal liability or accountability because of the execution of this Contract or any other documents related to the transactions contemplated by this Contract. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section will not relieve any officer, agent or employee from the performance of any official duty provided by law.

13.10. Counterparts. This Contract may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

13.11. Definitions. Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit A.

13.12. Entire Agreement. This Contract, together with the Deed of Trust, constitutes the County's entire agreement with the Lender with respect to its general subject matter.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the County and the Lender have caused this instrument to be executed as of the day and year first above written by duly authorized officers.

ATTEST: (SEAL)	**JEFFERSON COUNTY, NORTH CAROLINA**
_____	By: _____
[clerk's name] Clerk, Board of Commissioners	[manager's name] County Manager

FIRST NATIONAL BANK

By: _____
Alison W. Peeler
Senior Vice President

This contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

Greg C. Gaskins
Secretary, North Carolina
Local Government Commission

By _____
[Greg C. Gaskins or
Designated Assistant]

[Installment Financing Contract dated as of [document dated date], 2017]

Exhibits –

A - Definitions
B - Payment schedule

EXHIBIT A – Definitions

For all purposes of this Contract, unless the context requires otherwise, the following terms have the following meanings:

"Additional Payments" means any amounts payable by the County as a result of its obligations under this Contract or the Deed of Trust (other than the County's obligation to pay Installment Payments). This includes any of the Lender's expenses (including attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Contract and any taxes or any other expenses, including, but not limited to, the Lender's administrative or legal costs, licenses, permits, state and local sales and use or ownership taxes or property taxes that the Lender is required to pay as a result of this Contract (together with interest that may accrue on any of the above if the County fails to pay the same, as set forth in this Contract).

"Amount Advanced" has the meaning assigned in Article I.

"Closing Date" means the date on which this Contract is first executed and delivered by the parties, which the parties expect to be on or about _____.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the County's obligations under this Contract. Reference to any specific Code provision will be deemed to include any successor provisions thereto.

"Construction Agreement" means any agreement between the County and any other person or entity related to any part of the construction of the Pledged Facilities, including contracts for site preparation and related work.

"Contract Payments" means Installment Payments and Additional Payments.

"County Board" means the County's Board of Commissioners, or any successor to its functions, as from time to time constituted.

"County Representative" means the County Manager, County finance officer or any other person or persons at the time designated, by a written certificate furnished to the Lender and signed on the County's behalf by the County Manager or the Chairman of the County Board, to act on the County's behalf for the purpose of performing any act (or any specified act) under this Contract.

"Deed of Trust" means the Deed of Trust and Security Agreement, dated as of [document dated date], 2017, from the County to a deed of trust trustee for the benefit of the Lender and its assigns, as it may be duly amended or supplemented.

"Event of Default" means one or more events of default as defined in Section 9.1.

"Event of Nonappropriation" means a failure or refusal by the County Board to include funds for Contract Payments in the County's budget for any Fiscal Year, or any reduction or elimination of an appropriation for Contract Payments, all as further described in Section _____.

"Fiscal Year" means the County's fiscal year beginning July 1, or such other fiscal year as the County may later lawfully establish, and also includes the period between the Closing Date and June 30, _____.

"Installment Payments" means the payments payable by the County pursuant to Section ____.

"LGC" means the North Carolina Local Government Commission, or any successor to its functions.

"Mortgaged Property" has the meaning assigned in the Deed of Trust, and generally includes the Pledged Site and the Pledged Facilities.

"Net Proceeds" a) claims made on account of insurance coverages required under this Contract, (b) any exercise of condemnation or eminent domain authority related to all or any portion of the Mortgaged Property,

"Net Proceeds" means all payments and proceeds derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property, payments on any bonds required by Section _____, any amounts recovered from any contractor on an action for default or breach, as described in Section _____, proceeds of title insurance related to the Mortgaged Property, or any sale of the Facilities, or any amounts received in lieu or in settlement of any of the foregoing, in any case reduced by the sum of all amounts expended by the County, the Company or the Trustee (including legal fees and costs) (i) to collect the gross proceeds or (ii) to remedy the event giving rise to the proceeds, all of which amounts will be paid or reimbursed from the gross proceeds.

"Permitted Encumbrances" means, as of any particular time, (a) the encumbrances on the County's title to the Mortgaged Property that are stated on Exhibit B to the Deed of Trust, (b) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Sections _____ or ____, (c) the Deed of Trust, (d) any lien or encumbrance which is made by its terms expressly subordinate to the lien of the Deed of Trust, and (e) easements and rights-of-way granted by the County pursuant to Section _____ of the Deed of Trust.

"Pledged Facilities" has the meaning ascribed to that term in the Deed of Trust, and generally includes the County's planned new _____.

"Pledged Site" has the meaning ascribed to that term in the Deed of Trust, and generally includes the real property upon which the Pledged Facilities are located.

"Prime Rate" means the interest rate so denominated and set by First National Bank (whether or not that Bank, or any of its affiliates, is at any time the counterparty under this Agreement) as its "Prime Rate," as in effect from time to time.

"Project" has the meaning ascribed to that term in the recitals to this Contract.

"Project Costs" means all capital costs of the Project as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable under this Contract, including (a) sums required to reimburse the County or its agents for advances made for any such costs, and (b) all costs related to the financing of the Project through this Contract and all related transactions.

"State" means the State of North Carolina.

All references in this Contract to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Contract. The words "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number will include the plural number and vice versa. The use of the term "including" should be understood to mean "including, but not limited to."

EXHIBIT B – Schedule of Installment Payments

Principal is payable in the amounts and on the dates as shown below, subject to prepayment as provided in this Contract. Interest is payable on each _____ 1 and _____ 1, beginning _____1, 20____.

Each portion of the Amount Advanced will bear interest from the Closing Date until paid. Interest is calculated at the annual rate of _____ subject to adjustment as provided in this Contract. Interest will be calculated based on a 360-day year consisting of twelve 30-day months. The schedule below shows the expected interest payment amounts.

[To come.]

ADDENDUM 13

Implementation of GASB Statement 84 and 97

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

GREGORY C. GASKINS
DEPUTY TREASURER
SHARON EDMUNDSON
DEPUTY TREASURER

Memorandum # 2021-04

TO: **Local Government Finance Officials and Their Independent Auditors**

FROM: **Sharon Edmundson, Deputy Treasurer and Director, State and Local Government Finance Division**

SUBJECT: **GASB Statement No. 84 – *Fiduciary Activities***
GASB Statement No. *97 – Certain Component Unit Criteria, and Accounting and Financial Reporting for IRC Section 457 Deferred Compensation Plans*

DATE: **September 18, 2020**

Governments frequently engage in various fiduciary activities by taking care of moneys that belong to individuals or others outside of the government. Existing standards (GASBS 14 and 61) require reporting of fiduciary responsibilities but do not define what they are. GASB Statements 84 and 97 provide detailed guidance as to what constitutes a fiduciary activity and how to report fiduciary activity. With the Covid-19 pandemic, the implementation of GASB Statement 84 was delayed, but NC local governments with June 30 year ends will need to implement the guidance during the fiscal year ending June 30, 2021.

The implementation of GASB 84 and the related changes in GASB 97 will require numerous changes in the fiduciary reporting for North Carolina local governments. Depending on the specific fiduciary activities of each entity, governments may need to reclassify some activities currently reported as fiduciary to governmental or proprietary funds, which will require a change in budgeting practices during the current fiscal year. Other fiduciary activities may need to be reclassified to different fiduciary fund types. Agency funds are no longer used with the implementation of GASB 84 so agency funds reported will all be another fund type. The standard must be applied retroactively for all periods presented, if practicable; therefore, a restatement of prior-year net position will be required in some instances.

The decisions required to implement GASB 84 and GASB 97 are complex to understand and apply. Therefore, a compressed flowchart like the one found in Appendix C of GASB Statement 84 is an integral part of this memorandum. This resource should help governments visualize the reporting guidance in the statements and determine how to implement this complex guidance. **All the examples in this communication were developed using the attached flowchart to demonstrate the reporting decisions.**

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Courier #56-20-45 • Telephone: (919) 814-4300 • Fax: (919) 855-5812 • www.NCTreasurer.com

Example 1 of Flowchart: Defining a Pension or OPEB Component Unit under GASB 84

First, Is the activity a component unit?

- GASB 84, paragraph 7 defines a pension or OPEB defined benefit plan that meets the criteria of paragraph 3 of GASB 67 for pensions or paragraph 3 of Statement 74 for OPEB as a legally separate entity;
- Paragraph 4 in GASB 97 states that the primary governing board that performs the duties that a board typically would perform when there is not a governing board would be treated the same as a majority appointment of a governing board; and
- Per paragraph 7 of GASB 84, a financial burden exists when a primary government is legally obligated or has otherwise assumed the obligation to make contributions to a pension or OPEB plan.

Once an activity is determined to be a component unit, then we must determine if it fiduciary or non-fiduciary? And if fiduciary, what type of fiduciary fund?

Let's assume that the entity in question has been determined to be a legally separate component unit. Using the flowchart, the next decision point is whether the assets are for pension or OPEB arrangements. If the assets are pension or OPEB assets, the next decision point is whether the pension or OPEB assets are administered through a trust that meets the criteria of Definition 4 in the flowchart (paragraph 3 of GASB Statements 67 or 74).

Those trust criteria are:

- The contributions and the earnings on the contributions are irrevocable;
- The plan assets are dedicated to providing benefits in accordance with plan terms; and
- The plan assets are legally protected from the creditors of the government.

For North Carolina local governments, units with OPEB Irrevocable Trust Funds that are invested in the Ancillary Governmental Participant Investment Program (AGPIP) which is held by the state or in other investments will need to report those assets as an OPEB fiduciary component unit.

Example 2 of Flowchart: Defining a Non-Pension or Non-OPEB Component Unit under GASB 84

Again, assume that the entity in question has been determined to be a legally separate component unit. Fiduciary non-pension or non-OPEB component units are entities established through the criteria above to be legally separate component units; however, the entity's assets are not held for pension or OPEB arrangements. Per the attached flowchart. the assets are instead evaluated through a series of decision boxes as to whether they meet requirements of GASB 84, paragraph 11 through criteria C1, C2, or C3. Answering "yes" to any of these criteria results in a fiduciary non-pension or non-OPEB component unit. A "No" to all three criteria results in an activity that would be reported as either a governmental or business-type activity.

Example 3 of Flowchart: Defining Pension or OPEB Benefits that are NOT Component Units under GASB 84. "Yes" to Pension within the Scope of other GASB Guidance

In this example, assume that the assets in question do not meet the criteria of a legally separate entity. Using the flowchart, the next decision point is whether the government controls the asset per Definition 2 of the flowchart. If the government does not control the assets, then the activity would not be included the financial statements of the government. If the government answers "yes" to controlling the assets, then the next decision is, "Are the assets held for pension or OPEB benefits?" If "yes" to the pension and OPEB question, then the next decision point looks at the trust criteria in Definition 4 of the flowchart. For a "yes" answer that does meet the criteria of a trust per the GASB requirements, then the assets will be reported in a fiduciary fund.

Example 4 of Flowchart: Defining Pension or OPEB Benefits that are NOT Component Units under GASB 84. "No" to Pension within the Scope of other GASB Guidance

Example 4 is the same as Example 3 until the Decision point that looks at the trust criteria in Definition 4 of the flowchart. In the case of a "No" answer, the next decision point is whether the pension or OPEB assets in question are from an entity that is not part of the reporting entity. A "No" answer at this point results in assets that are reported in a governmental or proprietary fund. A "Yes" answer results in the assets being reported in a fiduciary fund. (See Imp Guide 2019-2; Question 4.9)

Example 5 of Flowchart: Defining Non-Pension or Non-OPEB Benefits that are NOT Component Units under GASB 84. "Yes" to Own Source Revenues

In this example, assume that the assets in question do not meet the criteria of a legally separate entity. Using the flowchart, the next decision point is whether the government controls the asset per Definition 2 of the flowchart. If the government does not control the assets, then the activity would not be included the financial statements of the government. If the government answers "yes" to controlling the assets, then the next question is, "Are the assets held for pension or OPEB benefits?" If the assets are not for pension and OPEB benefits, then the next decision point considers whether the revenues in the fund are derived solely from the government's own sources per Definition 3 of the flowchart. For a "yes "answer according to Definition 3, the assets would be reported in a governmental or proprietary fund. Under GASB 84, activities that are financed by funds that are own source funds are not fiduciary in nature.

Counties in North Carolina currently report Deeds of Trust Funds within agency funds. GASB 84 eliminates the use of agency funds. Under GASB 84, the revenues associated with deeds of trust are own source revenues that are not fiduciary in nature. With the implementation of GASB 84, these activities will all be reported in special revenue funds that will need to be budgeted prior to June 30, 2021.

Example 6 of Flowchart: Defining Non-Pension or Non-OPEB Benefits that are NOT Component Units under GASB 84. "No" to Own Source Revenues, "Yes" to B1 and B2

In this example, assume again that the assets in question do not meet the criteria of a legally separate entity. Using the flowchart, the next decision point is whether the government controls the asset per Definition 2 of the flowchart. If the government does not control the assets, then the activity would not

be included in the financial statements of the government. If the government answers "yes" to controlling the assets, then the next question is, "Are the assets held for pension or OPEB benefits?" If the assets are not for pension and OPEB benefits, then the next decision point considers whether the revenues in the fund are derived solely from the government's own sources per Definition 3 of the flowchart.

If the assets are not own source revenues and the answer is "No ", based on Definition 3, then the decision process moves to Section B of the flowchart. Within Section B, the assets are evaluated as to whether they are derived from government-mandated or voluntary non-exchange transactions in B1 and then whether they meet the exception in B2. Government-mandated non-exchange transactions are defined in paragraph 7 of GASB 33 as transactions that occur when a "government at one level (including the federal government) provides resources to a government at another level and requires that government to use them for a specific purpose...."

The implementation of GASB 84 revealed a long-standing reporting practice North Carolina that needed to be reconsidered. Local governments in North Carolina traditionally have reported Fines and Forfeitures and Representative Payee (or DSS Fund) Funds within agency funds. However, the revenues associated with these activities meet the definition of government-mandated non-exchange transactions per GASB 33 and are therefore not fiduciary in nature. These activities should be reported in special revenue funds that will need to be budgeted prior to June 30, 2021.

Example 7 of Flowchart: Defining Non-Pension or Non-OPEB Benefits that are NOT Component Units under GASB 84. "No" to Own Source Revenues, and "No" to B1 and B2

Section C of the flowchart is applied in several different scenarios one of which is discussed in Example 2 above. In this example, the assets are not held by a separate entity although the government does control them per Definition 2. The assets are not own source revenues or government-mandated or voluntary non-exchange transactions. The next decision point is Section C which considers questions in C1, C2, or C3. Answering "yes" to any of these criteria results in the assets in question being reported in a fiduciary fund. A "No" to all results in the assets in question being reported in a governmental or proprietary fund.

These examples have been provided to help you get familiar with the flowchart and the decision-making process to apply as you review your own fiduciary activities. They are not all-inclusive and only address some of the more common situations in North Carolina. Local governments and their auditors will have to review the government's fiduciary activities and make their own decisions about existing activities that differ from the examples here.

Reporting Under GASB 84

What are the types of Fiduciary Funds?

Pension and Other Employee Benefit Trust Funds (GASB 84, paragraph 15)

The trust agreement for a Pension or OPEB Trust Fund must meet the criteria of paragraph 3 from either GASB Statements 67 or 74, respectively. In North Carolina, OPEB Trust Funds with contributions invested in the AGPIP Funds held by the state are an example of OPEB Trust funds as defined in paragraph 15.

Investment Trust Funds
Investment Trust Funds are generally not applicable for North Carolina local governments; although there may be isolated cases where these would be used in a limited manner. Most governments can disregard.

Private-Purpose Trust Funds (GASB 84, paragraph 17)
Private-purpose trust funds are used to report fiduciary activities not reported in the first two types of trust funds but that are held in a trust or an equivalent arrangement that meets the requirements of paragraph 11c (1).

Custodial funds (GASB 84, paragraph 18)
Custodial Funds are used to report any fiduciary activities that are not required to be reported in the previous types of fiduciary funds. In North Carolina, examples of custodial funds are Jail/Inmate Pay Funds and the property taxes collected by the County on behalf of a municipality (excluding any fees charged).

Business-type activities may report assets and the corresponding liabilities that otherwise should be reported in a Custodial Fund as long as they are expected to be held for three months or less (GASB Statement 84, Paragraph 19). This three-month exception will be especially helpful when a utility is collecting fees for another local government. Exchange transactions, such as customer deposits, that are funded with own source revenues would be reported in the proprietary fund and are not fiduciary in nature.

Fiduciary Fund Financial Statements

Both the Statement of Fiduciary Net Position and the Statement of Changes in Fiduciary Net Position will be presented under GASB Statement 84 guidance. Liabilities should be recognized in a fiduciary fund when an event has occurred that compels the government to disburse fiduciary resources consistent with the economic resources measurement focus that is used in proprietary funds. In the fiduciary statements, a single column for each of the three fund types typically seen in North Carolina will be presented, but no total column will be included on the right-hand side of the statements as is presented with non-fiduciary activities. Fiduciary component units are combined with their fund type and reported in the appropriate fiduciary type column.

The Statement of Fiduciary Net Position will need to be formatted in the net position format, including the financial statement elements assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position. No classified presentation of current vs. noncurrent assets should be used. Assets and liabilities will be presented in order of liquidity.

The Statement of Changes in Fiduciary Net Position will report the additions and deductions of Pension and OPEB Trust Funds, Private-Purpose Trust Funds, and Custodial Funds. Additions should be disaggregated and reported by source. Deductions should be disaggregated by type and administrative expenses should be broken out if possible. Increases and decreases may not exactly correspond to revenues and expenses and we urge local governments to review the guidance in GASB Codification Section 2200-199 for more information.

If a governmental unit has more than one of a given fiduciary fund type combined in one column within the basic fiduciary statements, then it will need to provide a Combining Statement of Fiduciary Net Position and a Combining Statement of Changes in Fiduciary Net Position in the financial statements.

NCGS 159-13 (a) (3) excludes trust and agency funds held by a local government or a public authority from being budgeted, and we plan to ask for a technical correction to extend the budgetary exclusion to all fiduciary funds in the near future. In the interim, we are not requiring local governments to budget custodial funds since these funds continue to be fiduciary in nature as agency funds were.

The staff of the State and Local Government Finance Division will be updating the fiscal year 2021 illustrative statements for City of Dogwood, Carolina County, Carolina County Board of Education, and the Charter Schools for the impact of the GASB fiduciary guidance on NC Local governments. As usual, we expect to issue these in the Summer of 2021. In the meantime, Appendix D of GASB Statement 84 provides illustrations of how the fiduciary fund statements might be presented.

What you should be doing now to prepare?

1. Review all component units, current fiduciary, and current agency relationships, comparing the legal organization to the flowchart provided to determine the reporting changes needed to be made by June 30, 2021.
2. Educate your manager and governing board about the reporting and budgeting changes for Fines and Forfeitures, Representative Payee (Counties only), and Deeds of Trust (Counties only) that will need to be budgeted during the current fiscal year as a result of accounting standard changes.
3. Develop estimates for those budgeting changes for the 2021 fiscal year based on averages or trends over the past years.
4. Consider financial applications, general ledger accounts, and modifications that will be required for reporting required additions and deductions, inflows and outflows needed for financial statements. Work with your software provider if reports need to be revised to obtain this information.
5. Review Implementation Guide No. 2019-2, *Fiduciary Activities*, and GASB Statement 97 which are now available on the GASB website.

There are two appendices attached to this memorandum. Appendix 1 is a general summary of the proposed reporting treatments in the various illustrative statements for the fiscal year ending June 30, 2021. Appendix 2 is a flowchart that is like the one in the GASB Statement 84 Appendix C. The flowchart is intended to help you evaluate and determine the proper presentation for various possible fiduciary activities.

If you have any questions, you can call us at (919) 814-4299 or email us at SLGFD@nctreasurer.com.

Appendix 1: Highlighted Reporting Changes to 2021 Illustrative Financial Statements

City of Dogwood Reporting Changes in FYE 2021:

- Cemetery Permanent Fund –The Cemetery Permanent Fund accounts for assets that are restricted for the perpetual care of the municipal cemetery. Only the earnings of the fund, not the principal, may be used to support the cemetery. The City holds the funds which are the revenue from plot sales and the related interest earnings that are restricted for maintenance of the cemetery.

Note to statement preparers: In the City of Dogwood statements, we assume that the cemetery assets are not administered through a trust or an equivalent arrangement and that the City itself benefits from the sale proceeds and related earnings. Under this assumption, the City's cemetery funds are not a legally separate entity or a component unit. The assets are controlled by the City but are not for pension or OPEB uses. The plot sales represent an exchange transaction that are the City's own source revenues and would be reported in a governmental fund. Under this set of assumptions, the City's cemetery activities would continue to be reported in a Cemetery Permanent Fund. Depending upon the contractual agreement with the plot owners, the City might instead report cemetery funds as a department in the General Fund. Depending upon the legal circumstances, a different presentation of cemetery assets would be appropriate. For instance, if the City holds the cemetery assets in trust that meets the GASB requirements for a non-profit organization that owns the cemetery assets, then the assets would be reported as a fiduciary activity. Statement preparers and their auditors are urged to review the legal circumstances and any contractual requirements associated with their own cemetery assets and determine the most appropriate treatment.

- Agency Funds – Fines and Forfeitures. The City of Dogwood maintains an agency fund for fines and forfeitures that it is required to remit to the Carolina County Board of Education. Agency funds are no longer used for reporting under GASB 84; therefore, the Fines and Forfeitures reporting will have to change with the implementation of the standard. Fines and forfeitures meet the definition from GASB 33 of imposed nonexchange transactions that are defined as own-source revenues in paragraph 13 of GASB 84. These activities are reported within governmental funds because activities that are financed with own-source revenues do not meet the definition of fiduciary funds in GASB 84. The City of Dogwood has chosen to report these activities in a special revenue fund.

  NCGS 159-13(a)(3) excludes agency fund transactions from being budgeted. With the implementation of GASB 84 during the fiscal year ending June 30, 2021, fines and forfeitures should be budgeted, accounted for and reported in a special revenue fund. The budgetary change should be made during fiscal year 2021 for all fines and forfeiture transactions. Depending upon other budgetary items noted by a local government's auditor in the audit report, we will probably not send unit letters for nonbudgeted fines and forfeitures during the fiscal year ending June 30, 2021.

County Reporting Changes in FYE 2021:

- Jail Inmate Pay (previously reported in the General Fund). Jail inmates have jobs in the jail and their earnings are deposited into their accounts. Their families and friends also may choose to deposit funds into their accounts and the account balances are returned to them when they are released or transferred to another facility. These funds are not own-source revenues and individuals, not the government, are the beneficiaries. The government generally does not have administrative involvement because the inmates have discretion over how these funds are spent. Based on paragraph 18 of the guidance, these are custodial funds because they don't meet the requirements to be reported in any other fiduciary

funds (GASB 84, paragraph 18; Implementation Guide 2019-2, Fiduciary Activities, Questions 4.14, 4.24 and 4.42).

- OPEB Trust Fund –The (AGPIP) trust assets, which are held by the State of NC, are administered through a defined benefit plan that is a legally separate entity from the County per paragraph 7 of GASB 84. Per paragraph 4 of GASB Statement 97, if a potential component unit of a defined benefit pension or OPEB plan does not have a governing board and the primary government performs the duties that a governing board would typically perform, then the pension or OPEB plan would be treated as a component unit whose voting majority is appointed by the governing board. Since the County's governing board performs the duties that a governing board of the OPEB Trust would perform if there was one, the OPEB Trust Fund will be treated as the appointment of a voting majority of a governing board. Per paragraph 7 of GASB 84, the County is obligated to fund the OPEB commitments to employees and has assumed an obligation to make those contributions to the OPEB plan. As a result, the OPEB Trust AGPIP Fund will be reported as a blended component unit. (GASB 14; GASB 61, paragraphs 8a, 68; GASB 84, paragraphs 4, 6b, 7; GASB 97, paragraphs 4, 5; Implementation Guide 2019-2; Question 4.1)

Note to Preparer of illustrative statements: It is incumbent on the unit and its auditor to verify that there is an OPEB trust agreement in place that meets the requirements of GASB 74, para 3. If no trust is in place, there is no assumption of a legally separate entity per GASB 84, paragraph 7. In this case, although the government may intend for the assets to be used for OPEB benefits, the assets are defined as own-source revenues under the guidance and would be reported with governmental and/or proprietary funds.

- Agency Funds – DSS Client Accounts. Renamed ***Representative Payee Funds.*** See the federal website at https://www.ssa.gov/payee/faqrep.htm for a thorough discussion of these funds. Under the Social Security's Representative Payee Program, the County receives and manages funds for minor children and certain adults. These funds are not derived from the government's own source revenues. They meet the definition of government-mandated non-exchange transactions but not the pass-through grant exception. Additionally, these funds are not held in a trust; are used by the government to provide goods and services for individuals; and are not held for the benefit of an organization. As a result, these funds are not considered fiduciary in nature but should be reported in a governmental fund. Carolina County has chosen to report these activities in a special revenue fund.

  NCGS 159-13(a)(3) excludes agency fund transactions from being budgeted. With the implementation of GASB Statement 84 during the fiscal year ending June 30, 2021, these funds should be budgeted, accounted for and reported in a special revenue fund. The budgetary change should be made during fiscal year 2021 for all Representative Payee Fund transactions. Depending upon other budgetary items noted by a local government's auditor in the audit report, we will probably not send unit letters for nonbudgeted Representative Payee Funds during the fiscal year ending June 30, 2021.

Note to Preparer: The fund should be retitled to ***Representative Payee Funds.*** Also, in the notes to the financial statements, consider adding a link to the federal website at https://www.ssa.gov/payee/faqrep.htm.

- Agency Funds-Fines and Forfeitures. The County maintains an agency fund for fines and forfeitures that it is required to remit to the Carolina County Board of Education. Agency funds are no longer used for reporting under GASB 84; therefore, the Fines and Forfeitures reporting will have to change with the implementation of the guidance. Fines and forfeitures meet the definition in GASB 33 of imposed

nonexchange transactions that are defined as own-source revenues in paragraph 13 of GASB Statement 84. These activities are reported within governmental funds because activities financed with own-source revenues do not meet the definition of fiduciary funds in GASB 84. Carolina County has chosen to report these activities in a special revenue fund.

NCGS 159-13(a)(3) excludes agency fund transactions from being budgeted. With the implementation of GASB 84 during the fiscal year ending June 30, 2021, fines and forfeitures should be budgeted, accounted for and reported in special revenue fund. The budgetary change should be made during fiscal year 2021 for all fines and forfeiture transactions. Depending upon other budgetary items noted by a local government's auditor in the audit report, we will probably not send unit letters for nonbudgeted Fines and Forfeiture Funds during the fiscal year ending June 30, 2021.

- Agency Funds – Municipal Tax Collections. The County bills and collects property taxes on behalf of other tax-levying municipalities and fire service districts within its jurisdiction. With the implementation of GASB Statement 84, the taxes collected are reported in a custodial fund. The fees the County charges to collect the taxes are not reported in the custodial fund but in the General Fund since they are own-source revenues, not fiduciary funds. (GASB 84, Paragraph11 c (1), 18; Imp Guide 2019-2, questions 4.38 and 4.42).

- Agency Funds – Deed of Trust. The Deed of Trust Fee agency fund accounts for a portion of each fee that is collected by the county register of deeds for registering or filing a deed of trust or a mortgage. These amounts are remitted to the State Treasurer on a monthly basis by the County. After the implementation of GASB Statement 84, these assets are accounted for within governmental funds. Carolina County controls the assets as required in paragraph 12; however, the amounts are derived from the government's own-source revenues as defined in paragraph 13. Therefore, by definition, these revenues do not meet the definition of fiduciary activities in paragraph 11b (1) and would not be reported within a fiduciary fund. Carolina County has chosen to report these activities in a special revenue fund.

  NCGS 159-13(a)(3) excludes agency fund transactions from being budgeted. With the implementation of GASB 84 during the fiscal year ending June 30, 2021, deeds of trust should be budgeted, accounted for and reported in a special revenue fund. The budgetary change should be made during fiscal year 2021 for all Deed of Trust Fund transactions. Depending upon other budgetary items noted by a local government's auditor in the audit report, we will probably not send unit letters for nonbudgeted Deed of Trust transactions during the fiscal year ending June 30, 2021.

Board of Education (BOE) Reporting Changes in FYE 2021:

- Individual Schools – Major governmental Special Revenue Funds. The Individual Schools Fund accounts for and reports the revenues and expenditures for activity funds of the individual schools. The primary revenue sources include funds held on the behalf of the various clubs and organizations, receipts from athletic events, and proceeds from fund-raising activities. The primary expenditures of the Individual School Funds are for athletic teams, club programs, activity buses, instructional needs.

Note to Preparer: The individual schools are not legally separate entities. In the BOE example, we assume that the School System controls the Individual Schools Fund assets because the amounts are deposited into a bank account managed by the administrative unit. The funds are not own-source revenues or government-mandated nonexchange transactions, and they are not held in a trust or an equivalent arrangement. Assuming the School System policy details how the individual school funds can be spent, the School System has administrative involvement per the criteria in 11c (2). The assets are for the benefit of individual schools that that are part of the financial reporting entity per 11c (3); therefore, these assets should be reported with governmental funds. This activity would be unchanged with the implementation of GASB Statement 84 and will continue to be reported in the special revenue fund.

Depending upon the policies and legal structure of a given school system's clubs and activities, the presentation of these types of activities for each board of education may be different. Implementation Guide No. 2019-2, *Fiduciary Activities,* has numerous examples of how to apply GASB Statement 84 to reporting club and scholarship activities based on how each system's policy. Refer to questions 4.16 through 4.23 and 4.28 in Implementation Guide 2019-2, *Fiduciary Activities*, for more information.

Administrative Fund - Private Purpose Trust Fund for Scholarships. Carolina County Board of Education has one fiduciary fund – the Administrative Fund, which is a scholarship fund under the control of the administrative unit. These assets are currently accounted for as a private purpose trust fund.

Note to Preparer: Assuming that it is not a legally separate entity, that the system controls the assets, and that there is a legal trust agreement in place, the activity would continue to be reported in a fiduciary fund. This fund continues to meet the definition of a private purpose fund per paragraph 17 of GASB 84; therefore, the implementation of this standard does not change the reporting for the Administrative Fund.

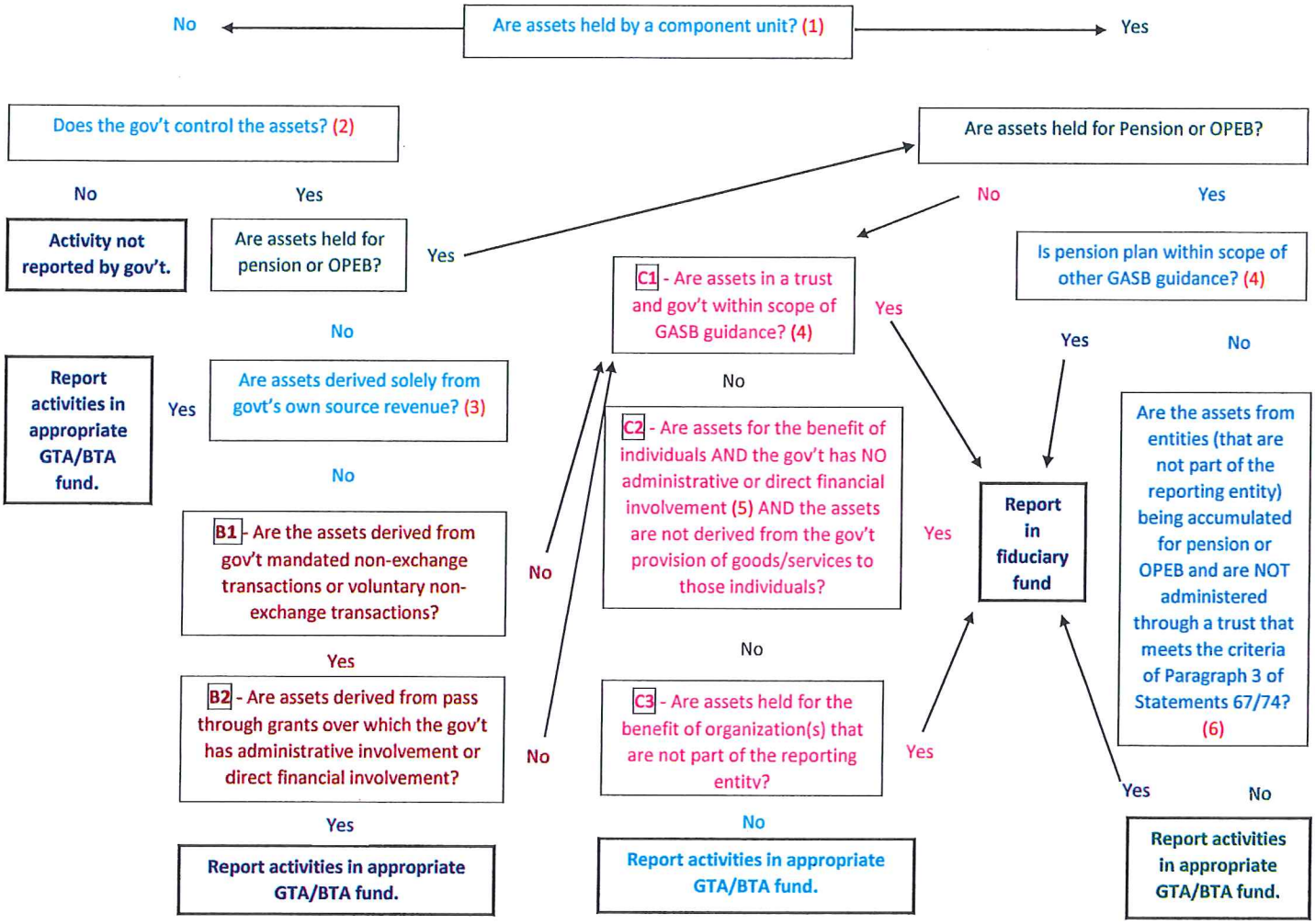
The legal agreements associated with a scholarship fund or an endowment fund will impact the reporting under GASB Statement 84. For example, if the Administrative Fund is a legally separate entity, then it would be reported as a fiduciary component unit. If the Administrative Fund is not controlled by the local board of education, then the activity would not be reported by the government in the financial statements. If there is no legal trust in place, then depending upon additional criteria, these funds might not be considered as fiduciary but governmental in nature. In that case, the Administrative Fund would be reported in a special revenue fund. We urge local governments and their auditors to review these legal agreements and determine the appropriate treatment.

Charter Schools Reporting Changes for FYE 2021:

- Clubs and Activities Fund - Non-Major Special Revenue Fund. The Club and Activities Fund is used to account for the funds raised and earned by the various clubs and activities, including the athletic teams that are part of the School. The use of revenue sources is restricted by school policy for expenditures for the various clubs and organizations, athletic events and fund-raising activities for which they were collected. There is a policy establishing specific guidance on how the revenues can be spent and a staff advisor approves all expenditures which are made from the school's bank account.

Note to Preparer: In the situation presented here, the School does have administrative involvement per the criteria in 11 c (2); therefore, the activity would continue to be reported in the special revenue fund. Depending upon the policies and legal structure of a given charter school's clubs and activities, the presentation of these activities for each school may be different. Implementation Guide No. 2019-2, *Fiduciary Activities* has numerous examples of how to apply GASB 84 to reporting club and scholarship activities based on how each charter school's policy. Refer to questions 4.16 through 4.23 and 4.28 in Implementation Guide 2019-2, *Fiduciary Activities*, for more information.

Appendix 2: When Should an Entity Report an Activity in a Fiduciary Fund in Accordance with GASB Statement No 84?



Appendix 2: When Should an Entity Report an Activity in a Fiduciary Fund in Accordance with GASB Statement No 84?

Notes and Definitions:

(1) Component Unit: Legally separate entity that meets the definition of a component unit as defined by GASB 14, as amended.

(2) Control of Assets: The government holds the assets or the government has the ability to direct the use, exchange, or employment of the assets in a manner that provides benefits to the specified or intended recipients. Restrictions for use of a specific purpose do not negate control of assets. (GASB 84, Paragraph 12)

(3) Own Source Revenue: Revenues generated by government itself, including exchange and exchange-like revenues and investment earnings, derived tax revenues and imposed non-exchanged revenues.

(4) Pension or OPEB is within scope of other GASB Guidance: Assets are administered through a trust that meets criteria of Paragraph 3 of GASB Statements No. 67 for pensions or Statement No. 74 for OPEB.

(5) Administrative Involvement or Direct Financial Involvement: Administrative: Monitor compliance with requirements of activity or determines eligible expenditures that are established by the government or by a resource provider that does not receive the direct benefits of the activity; or if it has the ability to exercise discretion in how assets are allocated. Direct Financial: Provide matching resources for the activities.

(6) See Paragraph 116 in Statement No. 73 for pensions or Paragraph 59 in Statement No. 74 for OPEB.

AN ORDINANCE TO ESTABLISH A SPECIAL REVENUE FUND
DSS REPRESENTATIVE PAYEE
SPECIAL REVENUE FUND
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 fund is hereby established:

Section 1. The Special Revenue Fund is to account for funds Received and Paid by the Department of Social Services as the representative payee for wards, Special Assistance In-Home clients and foster children. The funds in these special lines are restricted client funds. There will be no county money in this fund.

Section 2. The Board of Commissioners of Beaufort County adopts this Special Revenue Fund Ordinance with the following estimated revenues and expenses:

77-0470-494000	DSS Representative Payee Revenues	$ 149,452
TOTAL REVENUES		$ 149,452

77-5570-549400	DSS Representative Payee Expenditures	$ 149,452
TOTAL EXPENSES		$ 149,452

Section 3. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient specific detailed accounting records to satisfy federal, state, and auditing requirements.

Section 4. This ordinance shall become effective upon its adoption.

This the 7th day of June, 2021.

_____
Chairman

Attest:

_____
Clerk

AN ORDINANCE TO ESTABLISH A SPECIAL REVENUE FUND
4-H SPECIAL REVENUE FUND
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 fund is hereby established:

Section 1. This Special Revenue Fund is used to account for Beaufort County 4-H and activities. The main programs are: (1) Beaufort County 4-H Livestock Show and Sale, (2) Summer Camping, (3) 4-H Clubs, and (4) 4-H Programming. These are restricted funds and no county money is in this account.

Section 2. The Board of Commissioners of Beaufort County adopts this Special Revenue Fund Ordinance with the following estimated revenues and expenses:

78-0450-494010	Beaufort County 4-H Livestock Show and Sale	$ 20,000
78-0450-494011	Summer Camping	$ 5,000
78-0450-494012	4-H Clubs	$ 3,723
78-0450-494013	4-H Programming	$ 5,000
TOTAL REVENUES		$ 33,723

78-5550-549310	Beaufort County 4-H Livestock Show and Sale	$ 20,000
78-5550-549311	Summer Camping	$ 5,000
78-5550-549312	4-H Clubs	$ 3,723
78-5550-549313	4-H Programming	$ 5,000
TOTAL EXPENSES		$ 33,723

Section 3. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient specific detailed accounting records to satisfy federal, state, and auditing requirements.

Section 4. This ordinance shall become effective upon its adoption.

This the 7th day of June, 2021.

_____
Chairman

Attest:

_____
Clerk

AN ORDINANCE TO ESTABLISH A SPECIAL REVENUE FUND
COOPERATIVE EXTENSION SPECIAL REVENUE FUND
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 fund is hereby established:

Section 1. This Special Revenue Fund is used to account for Beaufort County Cooperative Extension programs and activities including: (1) Agriculture Programming, (2) Horticulture Programming, (3) Master Gardeners, and (4) Family and Consumer Science Programming. These funds are restricted and no county money is in this fund.

Section 2. The Board of Commissioners of Beaufort County adopts this Special Revenue Fund Ordinance with the following estimated revenues and expenses:

79-0460-494020	Agriculture Programming	$ 25,298
79-0460-494021	Horticulture Programming	$ 5,000
79-0460-494022	Master Gardeners	$ 3,500
79-0460-494023	Family and Consumer Science Programming	$ 4,000
TOTAL REVENUES		$ 37,798

79-5560-549320	Agriculture Programming	$ 25,298
79-5560-549321	Horticulture Programming	$ 5,000
79-5560-549322	Master Gardeners	$ 3,500
79-5560-549323	Family and Consumer Science Programming	$ 4,000
TOTAL EXPENSES		$ 37,798

Section 3. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient specific detailed accounting records to satisfy federal, state, and auditing requirements.

Section 4. This ordinance shall become effective upon its adoption.

This the 7th day of June, 2021.

_____
Chairman

Attest:

_____
Clerk

AN ORDINANCE TO ESTABLISH A SPECIAL REVENUE FUND
EMS SPECIAL REVENUE FUND
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 fund is hereby established:

Section 1. The Special Revenue Fund is used to account for EMS billing, collection, and distribution of EMS transport activities for Beaufort County, Chocowinity, Aurora, Broad Creek, Pinetown, and Pamlico Beach.

Section 2. The Board of Commissioners of Beaufort County adopts this Special Revenue Fund Ordinance with the following estimated revenues and expenses:

85-0140-421000	AGENCY TRANSPORT REVENUES	$ 1,650,000
85-0141-421010	DEBT SETOFF COLLECTIONS	20,000
85-0142-421011	SCA COLLECTIONS	12,000
TOTAL REVENUES		$ 1,682,000

85-4390-569700	EMS COLLECTION FEES	$ 107,250
85-4390-469701	AGENCY TRANSPORT PAYMENTS	1,542,750
85-4391-569702	DEBT SETOFF AGENCY PAYMENTS	20,000
85-4392-569700	SCA COLLETION FEES	2,760
85-4392-569703	SCA COLLECTION AGENCY PAYMENTS	9,240
TOTAL EXPENSES		$ 1,682,000

Section 3. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient specific detailed accounting records to satisfy federal, state, and auditing requirements.

Section 4. This ordinance shall become effective upon its adoption.

This the 7th day of June, 2021.

_____
Chairman

Attest:

_____
Clerk

ADDENDUM 14

Bid/Offer to Purchase Property

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 # 5695-40-6412

Deed Book 2058 ,Page 0026 8 ,Beaufort County Registry

Property Address: 138 Vermont Ave REID # 37935

Amount of Bid: $ 500

Name of Person Submitting Bid: Dena Johnson

Address: 2296 Edgewater Dr Winterville, NC 28590

Telephone Number: 704-533-0654

Other Contact Information: Kevin Johnson 252-320-8875

Signature of Offeror: Dena Johnson

Amount Deposited (5%): $25.00

Date: June 1, 2021

OBJECTID 16483	**GPIN** 5695-40-6412	**GPIN Long** 5695-40-6412
OWNER NAME COUNTY OF BEAUFORT	**OWNER NAME2**	**MAILING ADDRESS** PO BOX 633
MAILING ADDRESS 2	**CITY** WASHINGTON	**STATE** NC
ZIP 27889	**PROP DESC** 1 LOT #23 MONTCLAIR	**LAND VAL** 6375
BLDG VAL 10985	**TOT VAL** 17360	**DEFR VAL** 0
TAXABLE VA 0	**PREV ASSESS** 23196	**ACRES** 0.26
PROPERTY ADDRESS 138 VERMONT AVE	**TOWNSHIP** 05	**MBL** 56951836
DATE 3/23/2021	**DEED BOOK and PAGE** 2058/00268	**STAMPS** 27.00
SALE PRICE 13500.00	**NBR BLDG** 1	**NBHD CDE** MONT
NBHD DESC MONTCLAIR	**LAND USE**	**EXEMPT AMT** 17360.00
ROAD TYPE PAVED	**YR BUILT** 1968	**SQ FT** 912
SUB CDE BLUS01	**SUB DESC** SINGLE FAMILY RESIDENCE	**NBR BED** 3
NBR BATHS	**EFF YR** 1968	**PIN** 04019536
REID 37935		

Beaufort County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only and is not intended to constitute a legal record nor should it be substituted for the advice or services of industry professionals. The County of Beaufort and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Beaufort County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.

ADDENDUM 15

Brenda Hamilton Investigation

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UNIVERSITY of FLORIDA

4800 S.W. 35th Drive
Gainesville, FL 32608
352-294-4091 Tel
352-392-0246 Fax

Date: 2 April 2021

Contact: Jim VanLandingham
Beaufort County Sheriff
210 N. Market Street
Washington, NC 27889

Case Number: MC 20-6-3

Examiner:
AnnMarie Clark, MS
Maples Center for Forensic Medicine
UF Veterinary Forensic Laboratory
Gainesville, Florida

Date Received:

Items Received: See chain of custody (attached) for full list of items received. Listed here are only the items processed for DNA

1. MC 20-6-3: 1-4: nutria: frozen: swabbed wounds for DNA
2. MC 20-6-3: A-C: Flashlight
3. MC 20-6-3: 411: intact bit of scalp with hair attached
4. MC 20-6-3: OJ1-4: Samples from the outer jacket
5. MC 20-6-3: H1-2: Samples from hat
6. MC 20-6-3: S1-2: Samples from shoe
7. MC 20-6-3: G1-2: Samples from gloves
8. MC 20-6-3: Dog #205
9. MC 20-6-3: Dog #206
10. MC 20-6-3: Dog #208
11. MC 20-6-3: Dog #209
12. MC 20-6-3: Dog #210
13. MC 20-6-3: Dog #211
14. MC 20-6-3: Dog #213
15. MC 20-6-3: Dog #216

End of list.

Services requested:

1. Determine species of animal that attacked Mrs. Hamilton
2. If canid, generate a profile in an attempt to identify the specific dog or dogs that were involved in the attack

End of list.

Analysis Conducted:
DNA Extractions: For all samples targeted for analysis (see above), DNA was extracted using a Qiagen DNA Investigator Kit using the manufacturer's recommended instructions and following the laboratory SOPs for these types of extractions. The DNA was quantified using

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Gainesville, FL 32608
352-294-4091 Tel
352-392-0246 Fax

Qubit technology to determine the appropriate amount of extraction to use for the different analyses.

Species Determination: The extracted DNA was PCR amplified using species specific primers to test for canids, felids, and bears. These markers are in the mitochondrial DNA, maternally inherited, and in areas that are specific for different species. Universal mitochondrial DNA markers work for many different species but are not ideal if there is more than one contributor to the DNA samples. In this case the DNA samples will all have human DNA along with the predator's DNA, therefore the species specific markers were chosen. If there was a PCR product, it was prepared for sequencing and then submitted for instrumentation. The resulting sequence was then compared to sequences in GenBank to determine the closest match. GenBank is a public repository of sequences representing most species at most areas of their genomes. It is curated by The National Institutes of Health. All sequences that were generated aligned with *Canis lupus familiaris*, domestic dog. There was no indication of grey or red wolf, coyote, or fox with the canid primers. There was no PCR product generated by the markers for felid or bear indicating that neither a large cat such as bobcat or panther, or a bear was involved with the incident.

STR Genotyping: STR markers are species specific areas of the nuclear genome that are used to generate a genetic profile that is unique to the individual. The markers are on different chromosomes or far enough apart on a chromosome that they are unlinked and independent of each other. Each locus (containing two data points) represents the contributions of each parent (one data point from each parent) therefore the data are independent data points. The extracted samples were amplified with 3 sets of STR markers: Canid, Felid, and Bear. The Canid Panel has 9 markers (all from the Canine Genotypes Panel 2.1 kit from Thermo Scientific. The 2.1 kit is out of stock due to production capacity being usurped by Covid 19 needs), The Felid Panel has 11 markers, and the Bear Panel has 7 markers. WCU used the 2.1 panel and we both used the same bear markers.

There were either no data generated or random alleles outside of the range of the species specific databases for both the bears and the felids. These markers were used to confirm the lack of mitochondrial DNA from bears and cats. All the canid markers for which there are data are within the range expected for domestic dogs. The other canids exhibit ranges that are specific to the species of canid: wolf, fox, or coyote. Again, no indication of wolf, fox, or coyote.

Findings:

1. Items OJ1, OJ2 (outer jacket), H2 (hat), G1, G2 (gloves), B and C (flashlight) all generated PCR products for the canid specific primers and were sequenced to determine species of canid. All the sequences aligned with *Canis lupus familiaris*, domestic dog.
2. All the evidence items were PCR tested for felids (puma, bobcat), and bears. No data were generated for felids or bears.
3. All the dog samples listed were PCR amplified with our Canid STR Panel and yielded full profiles with the exception of one locus which was excluded from the analyses.
4. All evidence items were amplified with our Canid STR Panel to look for potential matches between the neighborhood dogs and the dog evidence left on the clothing. One

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Gainesville, FL 32608
352-294-4091 Tel
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locus did not consistently yield data from the dogs and was therefore excluded from the analyses.

5. The evidence items, scalp sample, flashlight, hat, outer jacket, gloves and shoes yielded full or almost full profiles, many with multiple alleles. Many of the alleles are not present in the dogs.
6. I did not find solid evidence that any of these dogs were involved with Mrs. Hamilton's attack.

End of list.

Conclusions:

All the evidence items that generated PCR products associated with species, were determined to be *Canis lupus familiaris*, domestic dog. The marker used for this assay detects wolf, fox, and coyote DNA as well as dog DNA. No evidence was found of any canid other than domestic dog. All the evidence samples were also PCR amplified using markers specific for felids, large and small, and bears. There was no evidence of felids or bears on any of the evidence. I feel confident that these animals were not involved in this incident. I have found evidence of ONLY domestic dog.

Since I determined that only domestic dogs were involved, I processed the samples based on dog descriptions. For instance, I did not process the sample from the corgi as it seemed unlikely that a dog this size would be involved. With the exception of one locus, the dogs exhibited a full genetic profile. All dogs shared some alleles with the evidence, and some dogs have alleles that are not present in the evidence. By far, it was more common to find alleles in the evidence that could not be accounted for from the dogs submitted for comparisons. I did not find enough evidence to specifically include any of the dogs. I was able to exclude several due to a lack of evidence.

When looking at the attached Excel sheet with the genetic profile data, you will see that the known dogs have one or two numbers (alleles) at each locus. These numbers represent the size of the piece of DNA at that locus. One number comes from each parent. If the parents happen to have the same sized bit of DNA at that locus, then the sampled dog will have one number repeated (one from the mother and one from the father). If there are two numbers present, then one parent had one sized bit of DNA and the other parent had the other size of DNA. There is no way of knowing which parent contributed which bit of DNA so it is written with the smaller number first and then the larger number. When looking at the spreadsheet, the scalp sample (411) and the samples from the flashlight (A, B, and C) have alleles that are not accounted for by the dogs that were processed. This suggests that the dogs that attacked Mrs. Hamilton were not present when the buccal swabs were taken. I cannot speculate on where the dogs came from or if they were pets or ferals.

It is my opinion that Mrs. Hamilton was attacked by dogs, this based on the physical blood splatter and DNA evidence. Based on DNA evidence, none of the dogs submitted was likely involved. Based on the amount of physical damage caused to Mrs. Hamilton, it was probably multiple dogs, probably at least 50 or more pounds.

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352-294-4091 Tel
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All statements in this document are my professional opinion based on my analysis of the data and my expertise in analyzing these types of data. The conclusions drawn in this report reflect the currently available data and are subject to change if new data become available. I reserve the right to edit, amend, or modify this report based on additional information provided about this investigation by the submitting agency. I am available to answer any questions pertaining to this case including questions about the technology, protocols, or sample handling.

Sincerely,



AnnMarie Clark, MS
UF Veterinary Forensic Program
W.R. Maples Center for Forensic Medicine
College of Medicine
University of Florida
4800 SW 35th Drive
Gainesville, FL 32608

Attachment:

1. Original Chain of Custody with all items submitted for potential analysis
2. MC 2063 All Alleles: Excel spreadsheet with all the data included

Allele Report															
Software Package: SoftGenetics GeneMarker 3.0.1															
Date/Time: 01/26/2021 - 12:54:11															
Project: C:\Forensic Files\ASPCA\MC20-6-3 NC Animal Attack\ABI Data\ddb A 20-6-3.SGF															
Panel: Dog Data Set A															
Size: GS500															
Analysis Type: Fragment															
Report Style: Marker Table															
		PEZ 17			PEZ 05				FH 2328			FH 2004			
1	mc2063_411.fsa	213	219		92	100	113	115	191	191		240	266	312	
2	mc2063_A.fsa	189	211	217	92	98			176	191	222	240	244	248	
3	mc2063_B.fsa	189	213	215	100	104	110		183	191	199	240	248	303	
5	mc2063_C.fsa	202	213		92	110	116	119	183	185	191	240	244	248	
6	mc2063_G1.fsa	206	211		95	95			191	197		240	248		
8	mc2063_H1.fsa	189	206	211	92	92			180	191	215	264	289	315	
9	mc2063_H2.fsa	206	211	213	98	103			191	215		240	248		
10	mc2063_OJ1.fsa	206	211		92	105	107	110	191	191		240	248	325	
11	mc2063_OJ2.fsa	**	**		113	115			204	206		240	248		
12	mc2063_OJ4.fsa	189	202		92	98	116		187	191	222	248	277	OL	
13	mc2063_S1.fsa	**	**		98	98			OL	191	OL	240	240		
14	mc2063_S2.fsa	217	217		116	119			191	191		240	244		
	205	206	215		**	**			180	191		244	248		
	206	211	211		103	103			191	199		244	308		
	208	206	215		**	**			191	203		240	244		
	209	215	215		**	**			191	191		244	308		
	210	202	215		**	**			176	203		244	244		
	211	206	206		**	**			176	199		236	312		
	213	202	206		**	**			183	203		240	244		
	216	215	215		**	**									

		vWF.x			PEZ02				FH2010			FH 2017			FH 2001
325		158	158		118	122	127	131	229	229		**	**		125
		158	158		**	**			232	232		**	**		OL
308	312	158	164	170	119	122	127	131	229	232		265	269		142
277	303	158	158		107	118	122		229	229		265	269		142
		158	158		122	131			229	229		265	265		129
		158	158		116	122	131		225	228	233	277	277		OL
		158	158		OL	OL	OL		229	229		261	261		OL
		158	158		107	122	131		229	232		265	267		129
		158	158		107	122			229	232		265	267		142
OL		158	158		122	131			OL	OL		**	**		**
		158	158		107	122			229	232		265	265		129
		158	158		**	**			OL	OL		**	**		OL
		158	158		127	131			224	229		**	**		129
		158	164		122	127			229	232		265	265		137
		164	164		131	131			232	237		**	**		142
		158	158		131	131			229	229		265	269		129
		158	170		131	131			229	232		269	272		125
		158	164		118	131			229	232		269	269		129
		158	164		114	122			229	232		265	265		137
		158	170		131	131			224	237		272	272		129

	PEZ 17			PEZ 05				FH 2328				FH 2004			
125	213	213		92	100	115		191	191			240	266	312	325
OL	189	211	217	92	98	105	115	176	191	204	222	240	244	248	
146	189	213	215	92	100	104	110	183	191	193		240	248	303	308
146	202	213		92	110	115	119	183	191			240	244	248	277
146	206	211		95	95			191	191			240	248		
142	189	206	211	92	110			191	215			262	266	289	315
OL	206	211	213	98	103			191	215			240	248	256	
146	206	211		92	105			191	218			240	248	325	
146	**	**		113	113			192	204	206		240	248		
**	189	202		92	98	116		187	191	222		244	248	277	292
142	**	**		98	98			OL	191	OL	OL	240	240		
OL	217	217		116	119			191	191			240	244		
142	206	215		**	**			180	191			244	248		
142	211	211		103	103			191	199			244	308		
142	206	215		**	**			191	203			240	244		
129	215	215		**	**			191	191			244	308		
146	202	215		**	**			187	187			240	248		
142	206	206		**	**			176	203			244	244		
157	202	206		**	**			176	199			236	312		
142	215	215		**	**			183	203			240	244		

	vWF.x		
	158	158	
	158	158	
	158	164	170
303	158	164	170
	158	158	
	158	158	
	158	158	
	158	158	
	158	158	
322	158	158	
	158	158	
	158	158	
	158	158	
	158	164	
	164	164	
	158	158	
	158	170	
	158	164	
	158	164	
	158	170	

Maples Center for Forensic Medicine

19L00262 Animal Attack

Analysis Requested: See below. Latitude is granted for any and all testing & examination you deem necessary to aide in the identification of the animal responsible for this attack.

Note: North Carolina Wildlife Resources Commission will be referred to as NCWRC. The Beaufort County Sheriff's Office will be referred to as BCSO. Some items of evidence have been sent to you with no specific requests for testing. They were sent to aid in the overall investigation and for any testing you may deem necessary.

Item: 001 victim's outer jacket

002 victim's sweatshirt

003 victim's t-shirt

004 victim's shoe

005 lint roller sheet of victim's clothing

007 victim's gray toboggan

009 dead nutria found at the scene

704 victim's gloves

100 victim's flashlight

Items 001, 002, 003, 004, 007, & 704 were all worn by the victim at the time of the attack. The victim was carrying item 100, the flashlight. Item 009, dead nutria, was located at the scene with the theory that both the victim and nutria were killed by the same animal. Previous DNA testing has been performed by Western Carolina (See lab reports) We are requesting further DNA testing, specifically for, coyote, red wolf, hybrid wild k9, bear and wild feline. No feline DNA testing has been conducted.

Item: 008 Dog hairs, mouth swabs, collected by NCWRC

1 of 4

101 additional hair/ tissue samples and clothing samples from victim colleted by NCWRC

No specific testing is requested for items 008 & 101.

Item: 102 Hair sample from Bxr Pitt brindle Bryson mix K9

103 Hair sample from K9 Luke

104 hair sample from K9 Lola, (suspect dog)

105 hair sample from K9 Gordo, (suspect dog)

No specific testing is requested for items 102, 103, 104, 105.

Item: 203 mouth swab from brwn & white female (suspect dog)

204 mouth swab from yellow male (suspect dog)

205 mouth swab from yellow mix (Harris neighborhood dog)

206 mouth swab from brindle mix (Harris neighborhood dog)

207 mouth swab from blk & tan retriever (Windley neighborhood dog)

208 mouth swab from brwn & white pit male (Balance neighborhood dog)

209 mouth swab from blk & white pitt female (Balance neighborhood dog)

210 mouth swab from blk lab & pitt female (Balance neighborhood dog)

211 mouth swab from brwn pitt bull male (Balance neighborhood dog)

212 mouth swab from blk & wht & tan corgie (Newberry dog)

213 mouth swab from wht great pyranese (Newberry dog)

215 mouth swab from sable & tan female (Wagaman neighborhood dog)

216 mouth swab from yellow mastiff mix (Wagaman neighborhood dog)

No specific testing is requested for items 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 215, & 216, unless unidentifiable k9 DNA is found on the victim's

clothing, flashlight or the dead nutria. All swabs were collected from neighborhood domestic dogs within an approximate 2-mile radius.

Item: 402 various tapings w/hair samples collected from victims clothing

403 swab from scalp #3 (see photo)

404 swab from scalp #4 (see photo)

405 swab from scalp #5 (see photo)

406 swab from scalp #6 (see photo)

407 swab from scalp #7 (see photo)

408 swab from tissue # 8 (see photo)

409 swab from tissue # 9 (see photo)

410 swab from victim's ear (see photo)

411 recovered hair & tissue sample cut from the victim's scalp. – swabbed B9Je

All swabs conducted By previous lab

402 is taping from the victim's outer jacket and sweatshirt. By estimation of the NC Medical Examiner, BCSO collected about 90% of the victim's scalp and her left ear from the scene, either floating in the water or on the ground at the site. The scalp and ear were taken to the ME's Office after the victim's death. Prior to that, each piece of scalp was swabbed creating Items 403, 404, 405, 406, & 407. Human tissue and the victim's left ear were also collected and later taken to the ME. They were swabbed creating Items 408 & 409 & 410. Item 411 is a recovered hair sample from the scene. No DNA testing has been conducted on any of these items. DNA testing is requested on Items 402, 403, 404, 405, 406, 407, 408, 409, 410 & 411.

Item: 480 sample extracted from Items 106 & 005 by Western Carolina

481 alleged bone sample extracted from Item 108 by Western Carolina

Western Carolina did a partial examination of stool samples 106 & 108 taken from the 2 suspect dogs. Item 480 contains 4 samples of unknown origin. Item 481 contains a possible bone sample. No examination has been conducted to identify

these items. We request any examination you deem necessary to identify these items.

Item: 800 Bag w/ slide boxes 1 & 2, (hair #'s 1-38)

801 bag w/ slide boxes 3 7 4, (hair #'s 39-88)

802-1 bag w/ material isolated from stool sample 106

803-1 bag w/ material isolated from stool sample 107

804-1 bag w/ material isolated from stool sample 108

Items, 800 & 801 contain slide boxes of hairs created by Microtrace. Some hairs identified as human, were located in item #s 106 & 108, stool samples taken from the 2 suspect dogs. Items, 802-1, 803-1 & 804-1 contain other materials isolated by Microtrace from stool samples. Some of which may be bone fragments. DNA testing of the hair found in the stool samples is requested. Examination and any necessary testing to determine the source of the possible bone fragments is requested.

Item: 492 Single Blu Ray disc with all photos and medical records from this case.

Some of the photos taken at the ME's office will show bite marks in the victim's flesh.

Chain of Custody

Date / Time	Released By	Received By	Reason/Comment
6/8/2020	Print Name WWaters BCSO	Print Name	Analysis
1600	Signature WWaters BCSO	Signature	
	Print Name	Print Name	
	Signature	Signature	
	Print Name	Print Name	
	Signature	Signature	
	Print Name	Print Name	
	Signature	Signature	

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Presentation

Presenter: James Madson, Public Health Director

Agenda Title: Covid-19 Update

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

Submitter Recommendations/Motions: Information only.

Attachments:

.

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Presentation

Presenter: JaNell Octigan, Public Health

Agenda Title: State of the County's Health Report

Summary of Information: Presentation to the Board of County Commissioners on the 2020 State of the County's Health Report (SOTCH).

Submitter Recommendations/Motions: Informational presentation, no action needed.

Attachments:

.



2020 SOTCH REPORT

Beaufort County Health Department



The State of the County Health (SOTCH) Report is up to date information relevant to Beaufort County. This annual report educates and informs community members, community leaders, agencies, and organizations, about the past year's progress on priority health issues.

If you have questions regarding this report or would like additional copies, please contact:

JaNell Octigan, MPH
JaNell.Octigan@bchd.net
(252) 940-5090

An electronic copy of this report and the 2018 Community Health Assessment can be accessed at www.bchd.net.

BEAUFORT COUNTY PUBLIC HEALTH
NORTH CAROLINA

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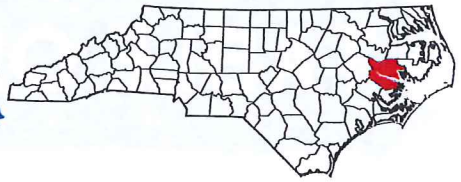
PRIORITY ISSUES 4-7

CORONAVIRUS TIMELINE 8

2020 YEAR IN REVIEW 9-10

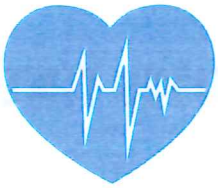
FOLLOW US 11

BEAUFORT COUNTY AT A GLANCE



Demographics	Beaufort County	North Carolina
Population, 2019, estimate	46,994	10,488,084
Race, 2019, estimate		
White	72%	71%
Black	25%	22%
American Indian/Alaska Native	1%	2%
Asian	1%	3%
Ethnicity, 2019, estimate		
Hispanic or Latino	8%	9.8%
Median Household Income, 2015-2019	$45,212	$54,602
Per Capita Income, 2019	$27,504	$30,783

LEADING CAUSES OF DEATH



Cause	Number of Deaths (2014-2015)	Percent of Deaths (2014-2015)	Percent of Deaths NC (2014-2015)
Cancer	415	18.5%	16.5%
Heart Disease	403	18.4%	16.0%
Lower Respiratory	109	4.9%	4.5%
Accidnetal Injuries	105	6.7%	4.8%
Cerebrovascular Disease	98	4.4%	4.4%
Alzheimer's Disease	66	3.1%	3.4%
Diabetes	64	3.0%	2.4%
Kidney Disease	34	1.6%	1.7%
Hypertension	32	1.7%	3.5%
Suicide	29	2.0%	6.3%
Total Deaths:	1,355		

2018 COMMUNITY HEALTH ASSESSMENT (CHA) SUMMARY

The Community Health Assessment (CHA) used twenty-five indicators to identify target areas in Beaufort County. The twenty-five indicators were narrowed down to four focus areas by using the ranking method.

Since social and health indicators influence community health, the CHA assess both. However, in developing an action plan from the CHA findings, social and health indicators were merged to prioritize the four focus areas.

Top 4 Priority Issues from the 2018 CHA

1. Access to Care (Including Mental Health)
2. Exercise, Nutrition, & Weight
3. Education
4. Substance Abuse

PRIORITY ISSUE #1: ACCESS TO CARE (INCLUDING MENTAL HEALTH)

Indicator (Year)(Units)	Beaufort County	NC	U.S.	Beaufort Compared to NC Counties	Beaufort Compared to U.S. Counties	Beaufort County Trend
Persons with Health Insurance (2016)	87.0%	87.8%	---			
Primary Care Provider Rate (2015) (Providers per/100,000 population)	48	71	75			
Mental Health Provider Rate (2017) (Providers per/100,000 population)	107	216	214			
Non-Physician Primary Care Provider Rate(2017) (Providers per/100,000 population)	65	103	81			
Households Without a Vehicle	7.4%	6.3%	9.0%			

The primary care provider rate for Beaufort County is 48 providers per 100,000 population. The mental health provider rate for Beaufort County is 107 providers per 100,000 population. There has been no significant changes over time in both the number of primary care providers and mental health providers in Beaufort County. The patient to non-physician primary care provider for Beaufort County is 65 providers per 100,000 population. There has been a significant increase over time in the non-physician primary care providers. (Community Health Assessment, 2018)

- BCHD's Healthy Living Clinic previously operated 4 hours per week. Due to the evident need, Healthy Living Clinic was expanded and is now offered 1 1/2 days a week.
- BCHD services are offered on a sliding fee scale based on income.
- BCHD extended WIC (Women, Infants, and Children) hours on Tuesdays until 6:00 pm.
- BCHD added Behavioral Health Services.

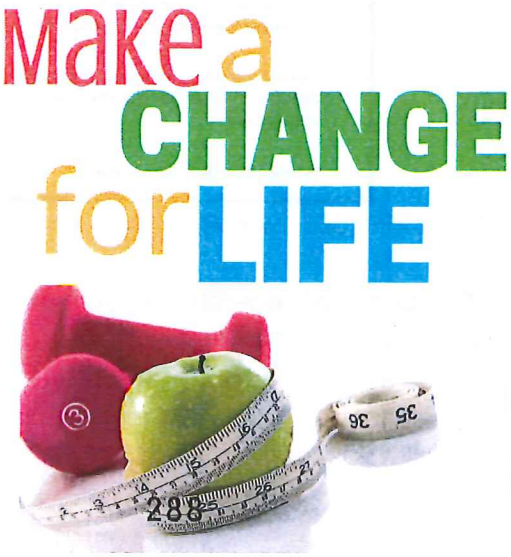
PRIORITY ISSUE #2: EXERCISE, NUTRITION, AND WEIGHT

Indicator (Year)[(Units)	Beaufort County	NC	U.S.	Beaufort Compared to NC Counties	Beaufort Compared to U.S. Counties	Beaufort County Trend
Adults 20+ who are Obese (2014)	34.7%	29.6%	28.0%			
Adults 20+ who are Sedentary (2014)	26.7%	24.3%	23.0%			
Food Insecurity Rate (2016)	16.2%	15.4%	12.9%			
Access to Exercise Opportunities (2018)	60.5%	76.1%	83.1%			

According to the 2018 Community Health Assessment, 1 out of 3 Beaufort County residents are obese. In addition, 48.3% of Beaufort County residents stated that they have been informed they were overweight by a health care professional.
Being overweight is a risk factor for numerous chronic diseases, such as: diabetes, stroke, cancer, cardiovascular disease, and more. To prevent obesity, individuals are encouraged to eat well balanced and nutritious meals, exercise at least 150 minutes a week, drink water, and manage their stress.

- BCHD's Diabetes Prevention Program (DPP) is an evidence-based, year long program that focuses on weight loss through dietary changes and increased physical activity. The program aims to help clients lose 5-7% of their body mass index.
  - In 2020, there were three DPP groups conducted with a total of 36 participants. Participants lost a combined total of 153 pounds and had an average of 122 minutes of physical activity each week.
- BCHD offers Diabetes Self Management Education (DSME). DSME serves individuals diagnosed with type 2 diabetes. The program utilizes the American Association of Diabetes Educator's 7 self-care behaviors, which include eating smart, physical activity, monitoring blood sugar levels, medication management, reducing risk of chronic complications, and problem solving. Weight loss and lower A1c's are a common outcome of clients that make the recommended behavior changes.
  - Prior to 2020, DSME was a program offered to patients with type 2 diabetes. In 2020, BCHD had an increase in DSME referrals for patients with type 1 diabetes. Seeing growing need for this specific service, BCHD decided to expand our program to offer DSME to patients with type 1 diabetes, which began in 2021.
- Medical Nutrition Therapy is offered to those looking for alternative ways to better manage chronic disease, such as obesity, diabetes, and more. Individuals receive counseling with a Registered Dietitian. Clients work with the Registered Dietitian to create a specific tailored plan that works best with their individual lifestyle.
  - In 2020, there were 15 Medical Nutrition Therapy sessions provided.
- BCHD has a community walking trail that is open for anyone, from sunrise to sunset. The walking trail serves as a way to increase community resident's access to exercise opportunities.







PRIORITY ISSUE #3: EDUCATION

Countywide, the percent of residents 25 or older with a high school degree or higher (84.6%) is slightly lower than the state value (86.3%) and the Health Eastern North Carolina (ENC) region (84.7%). In Beaufort County, only 18.6% of residents 25 and older have a bachelor's degree or higher, which is lower than the state value of 29.0% and the regional value of 19.9%.

Indicator (Year)(Units)	Beaufort County	NC	U.S.	Beaufort Compared to NC Counties	Beaufort Compared to U.S. Counties	Beaufort County Trend
High School Graduation (2016-2017)	80.6%	86.5%	84.1%		--	=
People 25+ with a High School Degree (2012-2016)	84.6%	86.3%	87.0%			↗
People 25+ with a Bachelor's Degree or Higher (2012-2016)	18.6%	29.0%	30.3%			=

Graduating from high school is an important personal achievement and is essential for an individual's social and economic advancement. Graduation rates can also be an important indicator of the performance of an educational system. According to the Office of Disease Prevention and Health Promotion, high school graduation leads to lower rates of health problems as well as a reduced risk for incarceration. Receiving a bachelor's degree opens up career opportunities in a variety of fields and is often a prerequisite for higher-paying jobs.

COVID-19 halted in person education. BCHD worked with schools to implement safe practices and virtual learning.

SEXUAL HEALTH EDUCATION

BCHD provides comprehensive sexual health education in the Beaufort County Public School system. A Public Health Education Specialist teaches sexual health to ninth grade students at the following high schools: Southside, Northside, and Washington. This program helps students gain knowledge and understanding for safer sexual practices by promoting abstinence and contraception methods.

In fiscal year 2019-2020, 308 high school students completed the sexual health education course. These students completed a survey to provide feedback to the health department to gauge the program's successes. Survey results included:

- After completing the sexual health education course, 36% of students said that they would be more likely to use condoms if they do not want to remain abstinent than before completing the program.
- After completing the sexual health education course, 42% of students said they would be more likely to use methods of contraceptives if they do not want to remain abstinent than before completing the program.
- 68% of students said that they felt somewhat or very comfortable when discussing sexual health in the classroom.
- 79% of students said that they would recommend this program to a friend.
- 96% of students reported they felt respected within the program.



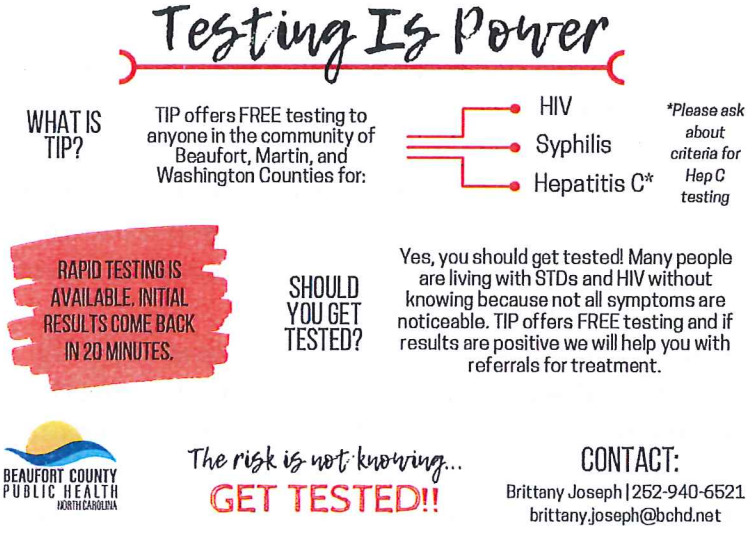
PRIORITY ISSUE #4: SUBSTANCE MISUSE

According to Injury Free NC and the Department of Health and Human Services, Beaufort County has one of the highest opioid prescription rates in North Carolina. The equivalent of every man, woman, and child in Beaufort County could receive over 69 opioid pills each, while the state average is around 43 pills per resident. According to the NC Injury and Violence Prevention Branch, Beaufort County had 9 unintentional opioid overdose deaths in 2019. The county's unintentional medication and drug death rate per 100,000 is 21.5, which is greater than the NC rate of 16.7. In 2019, the most common opioids resulting in emergency department visits included heroin, prescription opioids, and synthetic narcotics (fentanyl).

Indicator (Year)(Units)	Beaufort County	NC	U.S.	Beaufort Compared to NC Counties	Beaufort Compared to U.S. Counties	Beaufort County Trend
Adults Who Drink Excessively (2016)	15.6%	16.7%	18.0%			
Adults Who Smoke (2016)	18.0%	17.9%	17.1%			
Death Rate Due to Drug Poisoning (2014-2016) (deaths/100,000)	18.2	16.2	16.9			

- In July 2019, BCHD started a county syringe exchange program. The Beaufort County Syringe Exchange Program operates at DREAM Provider Care Services the first Thursday of the month (10 am-1 pm) and the third Saturday of the month (12:30pm -3:30 pm). The additional syringe exchange location is Fresh Anointing Worship Center, in Aurora and operates the second Saturday of every month (12 pm-3 pm).
- Since 2019, 602 syringes were collected, 41 syringe exchange participants were enrolled, and 128 doses of Naloxone/Narcan were distributed, and 170 syringe exchange program kits were distributed.
- In 2020, Beaufort County was part of the District 2 Recovery Court, designed to assist chemically dependent offenders with their court ordered treatment plans. There were 24 Beaufort County referrals & 2 were accepted and active in the program.

- BCHD Testing is Power (TIP) has tested 310 individuals for HIV and 224 for Hepatitis C. Of those individuals tested, none were positive for HIV and 30 tested positive for Hepatitis C (13.4% positive rate).
- Since 2019, the TIP program started being able to perform rapid testing for program participants.



CORONAVIRUS TIMELINE

December 31, 2019

Wuhan Municipal Health Commission reported a cluster of cases of pneumonia in the Wuhan Hubei Province of China. The cases of pneumonia were later identified as a novel coronavirus. After the coronavirus was identified it became known to the world as COVID-19.

January 31, 2020

The World Health Organization declared COVID-19 as a global public health emergency after a death toll of more than 200 in the world and a jump to more than 9800 cases on January 31, 2020. COVID-19 human-to-human transmission is rapidly spreading, and is now found in the United States, Germany, Japan, Vietnam, and Taiwan.

March 3, 2020

North Carolina had their first positive COVID-19 case. The North Carolina resident had traveled to Washington State and was exposed at a long-term care facility. The North Carolina resident was isolated for two weeks.

March 13, 2020

President Trump declared a national emergency. A travel ban was put into effect on this day for all travel coming from Europe.

March 24, 2020

First positive case of COVID-19 in Beaufort County.

December 18, 2020

The FDA issues the second EUA allowing shipments of the Moderna COVID-19 vaccine to begin.

December 22, 2020-January 1, 2021

BCHD staff vaccinations begin.

January 21, 2020

A Washington State resident is the first person in the US to have a confirmed case of COVID-19 on January 21, 2020, according to the Center for Disease Control and Prevention. The resident returned to Washington State after being in Wuhan China on January 15th. The case was confirmed using an overnight polymerase chain reaction test. The CDC then sends out a team to help investigate, this potentially included contact tracing.

February 3, 2020

President Trump's administration declares a public health emergency due to the outbreak of the coronavirus.

March 11, 2020

The World Health Organization officially categorized COVID-19 a pandemic. The director general of the World Health Organization was deeply concerned on the alarming levels of spread and severity.

March 17, 2020

COVID-19 Testing became available to the public in Beaufort County.

December 11, 2020

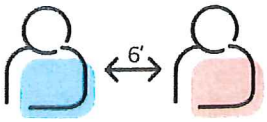
The FDA agrees to an EUA (Emergency Use Authorization) for the Pfizer, BioNTech vaccine, allowing shipments to begin; vaccinations of health care workers begin within days.

December 21, 2020

BCHD began receiving shipments of Moderna COVID-19 vaccine.

January 1-8, 2021

The Beaufort County incident command staff activate the Emergency Operations Center (ECO) to discuss the dissemination of the COVID-19 Moderna vaccine to the public utilizing vaccination clinics, also referred to as POD (Point of Dispensing). The BCHD followed the phases set by Governor Cooper and the State of North Carolina.



WAIT

6 feet apart and avoid close contact.



WEAR

a cloth face covering.



WASH

your hands often or use hand sanitizer

2020 - YEAR IN REVIEW

COVID-19 Testing

BCHD began performing COVID-19 testing for the public March 17th, 2020.
(at the beginning there was a strict criteria for testing as well as limited supplies)



Mass COVID-19 Testing Event

July 7th & 8th, BCHD partnered with MAKO Diagnostics to host a mass COVID-19 testing event at Beaufort County Community College & Southside High School.

As of December 31, 2020:

	Population	Total Confirmed Cases	Current Active Cases	Deaths	Recovered
Worldwide	7.6 Billion	83,146,810 (+667,892)	34,404,665 (+338,516)	1,813,087 (+13,435)	46,929,058 (+315,941)
USA	330 Million	20,351,015 (+195,876)	7,946,847 (+171,563)	352,716 (+3,010)	12,051,452 (+105,499)
NC	10.4 Million	539,545 (+6,715)	129,309 (+6,696)	6,748 (+19)	403,488
Beaufort Co.	47, 000	2,621 (+98)	482 (+44)	62	2,077 (+54)

BCHD partnered with the following to provide testing events throughout the county:

- AME Zion Church
- Beaufort County Summer Feeding Program
- Mother of Mercy
- Fresh Anointing
- Spring Garden Missionary Baptist Church
- Beaufort County Schools
- Washington Boys & Girls Club
- Mt. Olive Church
- Pantego Event Hall
- Cornerstone Worship Center
- Temple of Jesus Christ
- BCHS Alumni Association
- Beebe Chapel
- Chocowinity Fire Station
- Bath Christian Church
- Wilkinson Center
- Whiteplains Church

Those highlighted in yellow became a weekly site for testing throughout the county in partnership with Optum testing services.

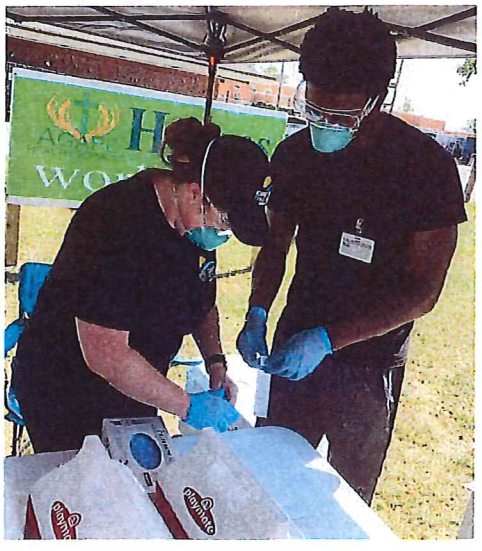
2020 - YEAR IN REVIEW

Changes Due to COVID:

- Respiratory fit testing was conducted for county partners to help assess their N-95 needs and ensure adequate protection.
- Teleworking schedules were enacted to reduce the spread and risk amongst staff.
- Diabetes Prevention Classes were temporarily suspended. Classes transitioned to virtual, however many barriers were identified in doing so.
- Syringe Exchange sites were shut down and BCHD began providing supplies as needed to clients.
- Testing is Power services were temporarily suspended.
- Women, Infant and Children services implemented a waiver that exempted physical presence, so visits were completed via telephone.
- Post partum and newborn home visits were temporarily suspended.
- Behavioral Health telehealth services were implemented.
- Workforce increased with temporary staffing to assist with COVID testing and contact tracing.
- Masks and cleaning policies were implemented to help decrease the transmission and spread.
- Health Department staff maintained their day to day operations and job duties, as well as take on additional tasks and job responsibilities to assist with COVID-19 response.



> *"It ain't about how hard you hit, it's about how hard you can get hit and keep moving forward."*
> -ROCKY



Our Mission

To promote, protect, and enhance the quality of life of our population by providing accessible quality public health services and education in order to improve the wellness of the community within a healthy environment.

Vision

Providing compassionate care for all! Healthy people, healthy environment, healthy community.

Value Statements

TEAMWORK – *Working together to build a better community*

EMPATHY – *We are united by one single desire to be valued by another*

INTEGRITY – *Doing what's right even when it's difficult or won't be acknowledged by others*

COMPASSION – *Walk in the shoes of people we serve and those with whom we work*



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Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Presentation

Presenter: Rod Gurganus, Cooperative Extension

Agenda Title: Cooperative Extension Update

Summary of Information: Staff from Cooperative Extension will give an update on their department.

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Public Hearing

Presenter: Carlton Gideon, Planner

Agenda Title: Public Hearing – Text Amendments to Ordinances

Summary of Information: This is a public hearing to receive comments from the public regarding the following:

- Text Amendment to the Subdivision Regulations. The proposed amendment are updates required for compliance with NCGS 160D
- Text Amendment to the Manufactured Housing and Travel Trailer Park Ordinance. The proposed amendments are updates required for compliance with NCGS 160D
- Text Amendment to the Solar Farm Ordinance. The proposed amendments are updates required for compliance with NCGS 160 D

Submitter Recommendations/Motions: Staff recommends holding the public hearing for the above text amendments.

Attachments:

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BEAUFORT COUNTY
PUBLIC NOTICE

THE PUBLIC SHOULD TAKE NOTICE that The Beaufort County Board of Commissioners will hold a Legislative Public Hearing on July 6, 2021 at 5:30 PM, at the Beaufort County Boardroom, located at 136 W. 2nd Street, Washington, North Carolina 27889. The purpose of this meeting is to hear and decide on the following items:

- Text Amendment to the Subdivision Regulations. The proposed amendment are updates required for compliance with N.C.G.S. 160D.
- Text Amendment to the Manufactured Housing and Travel Trailer Park Ordinance. The proposed amendment are updates required for compliance with N.C.G.S. 160D.
- Text Amendment to the Solar Farm Ordinance. The proposed amendment are updates required for compliance with N.C.G.S. 160D.

Citizens interested in obtaining additional information on these items should contact the Mid-East Commission Planning Department at 252-974-1829 or cgideon@mideastcom.org. If you would like to speak during the comment section of this Public Hearing please contact Katie Mosher, Clerk to the Board, at 252-946-0079 or Katie.Mosher@co.beaufort.nc.us. Interested citizens are encouraged to attend this meeting.

June 19, 2021 and June 26, 2021 editions of the Washington Daily News

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Decision

Presenter: Carlton Gideon, Planner

Agenda Title: Text Amendment for Subdivision Regulations, Manufactured Housing, Travel Trailer Park Ordinance and Solar Energy Faciltiy Ordinance

Summary of Information: North Carolina State Law 2019-111, Part II created Chapter 160D and repealed previous development regulations for local governments. The new chapter combines city and county-enabling statutes in an effort to make them easier to follow and understand. Primarily consisting of sections from Chapter 160A (cities) and 153A(counties), it also consolidates development-related statutes from other chapters and reorganizes them into a more logical order consisting of fourteen articles. Along with updated language, cities and counties are given similar procedures and definitions for development regulations. There are also some minor substantive changes, but there are no major policy changes.

Updated content relevant to Beaufort County's ordinance include:

1. New statute citations
2. Updated and standardized terminology
3. Specifications for quasi-judicial procedures (fact-finding decisions that involve discretion)
4. Conflict-of-Interest statements
5. Appeals related to administrative decisions
6. Notice of violations
7. Vested rights and permit choice

Updates for 160D compliance are required for any local government with development regulations affected by the new statutes. The Planning Board unanimously approved the provided amendments at their June 8, 2021 meeting.

Submitter Recommendations/Motions: Staff recommends the Board approve the provided amendments for the County's Subdivision Regulations, Manufactured Housing and Travel Trailer Park Ordinance and Solar Energy Facilities Ordinance.

Attachments:

Subdivision Regulations Amendment

North Carolina State Law 2019-111, Part II created Chapter 160D which consolidates current city and county-enabling statutes now in Chapters 153A and 160A into a single, unified chapter and repeals development regulations from 153A and 160A. The new chapter includes clarifying amendments and consensus reforms while retaining authority granted to local governments to regulate development.

Required 153A Citation Amendment

In order to conform to Chapter 160D, Beaufort County must update citations from G.S. Chapter 153A to the updated Chapter 160D statute number. The Beaufort County Subdivision Ordinance will need to amend the following references to 153A:

Section 103. Authority

This ordinance is hereby adopted under the authority and provisions of the General Statutes of North Carolina, Chapter 160D ~~153A, Article 18, Part 2~~.

Section 104. Jurisdiction

The regulations contained herein shall govern each and every subdivision of land within Beaufort County as provided by G.S. 160D ~~153A, Article 18~~, except those lands lying within the subdivision regulation jurisdiction of any municipality, unless such municipality shall have by resolution formally requested the County to enforce these regulations within the city's area of jurisdiction.

Section 201. Definitions

Planning Board: The body created by the Board of County Commissioners, pursuant to N.C.G.S. 160D-301 ~~153A-321~~, to act as a planning agency for the Commissioners on planning matters within the County of Beaufort.

Section 301. Plats Shall Be Required On Any Subdivision

Pursuant to G.S. 160D-801 ~~153A-330~~, a final plat shall be prepared, approved, and recorded pursuant to the provisions of this ordinance whenever any subdivision of land takes place in Beaufort County.

Section 301. Approval Prerequisite to Plat Recordation

Pursuant to G.S. 160D-804 ~~153A-331~~, no final plat of a subdivision within the jurisdiction of Beaufort County as established in Section 104 of this ordinance shall be recorded by the Register of Deeds of Beaufort County until it has been approved by the Subdivision Administrator or by the Beaufort County Planning Board as provided herein. To secure such approval of a final plat, the subdivider shall follow the procedures established in this article.

Section 503. Effect of Plat Approval on Dedications

Pursuant to G.S. 160D-806 ~~153A-333~~, the approval of a plat does not constitute or effect the acceptance by the County or the public of the dedication of any street or other ground, public utility line, or other public facility shown on the plat and shall not be construed to do so.

Recommended Amendment to Provide Consistency and Clarification

Chapter 160D adds and clarifies many definitions of terms which previously existed under 153A. To be consistent with Chapter 160D, the following definitions are recommended to be included within the Beaufort County Subdivision Ordinance or amended as follows:

Section 201. Definitions

Administrative Decision: Decisions made in the implementation, administration, or enforcement of the subdivision regulations that involves the determination of facts and the application of objective standards set forth in this ordinance.

Developer: A person, including a governmental agency or redevelopment authority, who undertakes any development and who is the landowner of the property to be developed or who has been authorized by the landowner to undertake development on that property.

Development Approval: An administrative or quasi-judicial approval made pursuant to this chapter that is written and that is required prior to plat approval.

Dwelling: A building that contains one or two dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

Dwelling Unit: A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Evidentiary Hearing: A hearing to gather competent, material, and substantial evidence in order to make findings for a quasi-judicial decision.

Familiar Relationship: A close familiar relationship means a spouse, parent, child, brother, sister, grandparent or grandchild. The term includes the step, half, and in-law relationships.

Legislative Decision: The adoption, amendment, or repeal of a regulation under this chapter.

Legislative Hearing: A hearing to solicit public comment on a proposed legislative decision.

Subdivider: Any persons, firm, or corporation who subdivides or develops any land deemed to be a subdivision as herein defined. See also Developer.

Quasi-Judicial Decision: A decision involving the finding of facts regarding a specific application of a regulation and that requires the exercise of discretion when applying the standards of the regulation. Quasi-judicial decisions include decisions involving variances and appeals of administrative determinations.

Administration Policies

Chapter 160D expands upon conflicts of interest standards and extends these standards to staff responsible for the administration of local land use regulations.

Section 108. Administrator

~~The holder of the Office of Secretary to the Planning Board is hereby appointed to serve as Subdivision Administrator, as the agent of the Beaufort County Planning Board.~~ The Planning Director and/or Subdivision Administrator are hereby authorized to enforce the provisions of this Chapter.

Duties may include, but are not limited to, drafting and implementing plans and development regulations to be adopted pursuant to N.C.G.S. Chapter 160D; determining whether subdivision plats and variance applications are complete; receipt and processing applications for development approvals; providing notices of applications and hearings; decisions and determinations regarding development regulation implementation; determining whether final subdivision plats meet applicable standards as established by law and local ordinance; keeping adequate records; and any other actions that may be required in order to adequately enforce the laws and development regulations of this ordinance.

No staff member shall make a final decision on an administrative decision required by this ordinance if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familiar, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person or other staff person as may be designated. (N.C.G.S. 160D-109).

Vested Rights and Permit Choice

Regulations concerning vested rights and development approvals have been expanded in scope and further clarified. Vested rights are triggered after a project has been approved and grants the right to complete approved development and usage. Permit choice does not guarantee a right to develop but allows an applicant to choose which regulation their application is reviewed under if the related local regulations are changed during the process of application, but prior to project approval. The following amendments are recommended:

Section 305.2 Major Subdivision Procedure

F. When a subdivision is to be developed in stages, the preliminary plat shall be submitted for the entire development. A final plat shall be submitted for each stage. The first final plat shall be submitted within twelve (12) months after approval of the preliminary plat; otherwise, the preliminary plat shall become null and void, unless an extension of time is applied for and granted by the Planning Board. Should the Subdivision Ordinance be amended prior to the completion of all phases, the subdivider may choose to adhere to the regulations existing prior to amendment or to adhere to the amended regulations.

305.3 Final Plat

M. Unless adjusted by statute, ~~Final~~ final plats not recorded within one year of approval shall become null and void unless authorized work has substantially commenced.

Variance and Quasi-Judicial Procedure

Chapter 160D further clarifies the process for conducting quasi-judicial hearings which are used in deciding variances. Further clarification on conflicts of interest has also been added. Section 505 is recommended to be amended as follows:

Section 505. Variances

The Beaufort County Planning Board may authorize a variance from these regulations for major and minor plats when, in its opinion, undue hardship may result from strict compliance.

505.1 Variance applications shall be subject to a quasi-judicial evidentiary hearing. In granting any variance, the Board shall make the findings required below, taking into account the nature or the proposed subdivision, the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect or the proposed subdivision upon traffic conditions in the vicinity. The following guidelines shall be considered by the Planning Board in granting of a variance:

A. That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land.

B. That the variance is necessary for the preservation and enjoyment of a substantial property right or the petitioner.

C. That the circumstances giving rise to the need for the variance are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this ordinance.

D. That the granting of the variance will not be detrimental to the public health, safety, and welfare or injurious to other property in the territory is which said property is situated.

505.2 Notice of the hearing shall be mailed to the person or entity whose application is the subject of the hearing; to the owner of the property that is subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is subject of the hearing; and to any other persons entitled to receive notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date or the hearing. Within the same time period, notice shall be posted on the site that is the subject of the hearing.

505.3 The administrator to the Planning Board shall transmit to the board all applications, reports, and written materials relevant to the matter being considered. The administrative materials may be distributed to the members of the board prior to the hearing provided a copy is also provided to the applicant and to the landowner if that person is not the applicant. The administrative materials shall become a part of the hearing record. Objections to inclusion or exclusion of administrative materials may be made before or during the hearing. Rulings on unresolved objections shall be made by the board at the hearing.

505.6 The hearing shall follow all statutory procedures as outlined in G.S. 160D-406.

505.5 The board may continue an evidentiary hearing that has been convened without further advertisement. If an evidentiary hearing is set for a given date and a quorum of the board is not then present, the hearing shall be continued until the next regular board meeting without further advertisement.

505.6 No member of the Planning Board shall participate or vote on any matter that would violate a person's right to an impartial decision-maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter.

Legislative Amendments

Section 506. Amendments

The Beaufort County Board of Commissioners may from time-to-time amend the terms of this ordinance but no amendment shall become effective unless it shall have proposed by or shall have been submitted to the Planning Board for review and recommendation. The Planning Board shall have forty-five (45) days from the time the proposed amendment is submitted to it within which to submit its report. It the Planning Board fails to submit a report within the specified time, it shall be deemed to have recommended approval of the amendment.

No amendment shall be adopted by the governing body until they have held a public hearing on the amendment. Notice of the hearing shall be published in a newspaper of general circulation in Beaufort County at least once a week for two (2) successive calendar weeks prior to the hearing.

The initial notice shall be published the first time not less than ten (10) days nor more than twenty-five (25) days before the date fixed for the hearing. In computing such period, the day of publication is not to be included, but the day of the hearing shall be included.

No member of the Board of Commissioners or Planning Board shall vote on an amendment to the regulations where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. No member of the Board of Commissioners or Planning Board shall vote on any amendment if the landowner of the property subject for a text amendment is a person with whom the member has a close familiar, business, or other associational relationship.

Section 509. Appeals

2. Time limitation and notice: Any appeal must be filed within ~~forty-five (45)~~ thirty (30) days of ~~the decision~~ an administrative decision. Written notice which states the basis or grounds for appeal shall be provided to the ~~secretary of the planning board~~ Planning Director and/or Subdivision Administrator, or county manager, as appropriate.

Additional Requirements

406.3 Underground Wiring

All subdivisions shall have underground wiring. This requirement may be waived by the Planning Board in areas where soils have a high water table, or if there is extensive pre-existing overhead wiring on the street in the immediate neighborhood of the subdivision. Existing power lines outside the property to be subdivided are not required to be buried.

Manufactured Housing and Travel Trailer Park Ordinance Amendment

ENACTMENT:

AN ORDINANCE ESTABLISHING REGULATIONS FOR MANUFACTURED HOUSING AND TRAVEL TRAILER PARKS WITHIN THE COUNTY OF BEAUFORT, NORTH CAROLINA, AND PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT, AND AMENDMENT THEREOF, IN ACCORDANCE WITH THE PROVISIONS OF NORTH CAROLINA GENERAL STATUTES, CHAPTER ~~153A-ARTICLE 121~~ 160D, AND FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

ARTICLE I

SECTION 1 AUTHORITY

The provisions of this ordinance are adopted under the authority granted by the General Assembly of North Carolina ~~(153A-121)~~ (Chapter 160D).

ARTICLE III
MOBILE HOME REGISTRATION

SECTION 1 MOBILE HOME REGISTRATION

No persons shall place a mobile home in Beaufort County for the purpose of using said mobile home for occupancy without first having obtained a Mobile Home Building Permit from the Beaufort County Inspections and Planning Department providing that the mobile home meets the conditions as set forth under GS ~~153A-138~~ 160D.

ARTICLE IV
APPLICATION FOR MOBILE HOME OR TRAVEL TRAILER PARK CONSTRUCTION

SECTION 6 PLAT APPROVALS

Major Manufactured Home / Travel Trailer Park

SECTION 6 CONFLICT OF INTEREST

No member of an appointed board, governing board, or staff shall use their position for their private gain. Members of appointed boards, governing boards, or staff are expected to minimize conflicts of interest, disclose ethical, legal, financial, and other conflicts, and removed themselves from decision-making when appropriate. Conflicts of interest shall be disclosed as per NC General Statute 160D-109.

ARTICLE VIII
LEGAL PROVISIONS

SECTION 1 VARIANCES

Where strict adherence to the provisions of the Ordinance would cause unnecessary hardship of topographical or other conditions peculiar to the site, the Beaufort County Planning Board may authorize a variance, if such variance can be made without destroying the intent of the Ordinance. Any variance thus authorized shall be entered in the Minutes of the County Planning Board and the reasoning on which the departure was justified shall be set forth. A variance is considered a quasi-judicial development decision, and the Planning Board shall follow all mandatory quasi-judicial procedures outlined in G.S. 160D-406.

SECTION 2 APPEAL TO BOARD OF ADJUSTMENT

The Beaufort County Board of Adjustment shall hear and decide appeals from and review any orders, requirements, decisions, or determination made by the Enforcement Officer charged with enforcement of this ordinance. The aggrieved individual shall have thirty days (30) to file an appeal and it will be presumed that if the notice of determination was sent by mail, it was received on the third business day after it was sent. The powers, duties, and procedures shall be in accordance with the provisions of North Carolina General Statutes ~~153A-345~~ 160D-302. An appeal from the decision of the Board of Adjustment may be made to the Beaufort County Superior Court.

All enforcement actions, including fines, shall be paused during the appeal process.

SECTION 5 COMPLAINTS REGARDING VIOLATIONS

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the building inspector. The building inspector shall record properly such complaint, immediately investigate, and take action thereon as provided by the ordinance.

Notice of violation shall be delivered to the holder of the development approval and to the landowner of the property involved, if the landowner is not the holder of the development approval, by personal delivery, electronic delivery, or first-class mail and may be provided by similar means to the occupant of the property or the person undertaking the work or activity. The notice of violation may be posted on the property. The person providing the notice of violation shall certify to the local government that the notice was provided, and the certificate shall be deemed conclusive in the absence of fraud.

SECTION 6 PENALTIES FOR VIOLATION

Authority for the enforcement of this ordinance is provided under GS ~~153A-123~~ 160D. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $50.00 or imprisoned for no more than thirty (30) days per offense. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the County of Beaufort from taking such other lawful action as is necessary to prevent or remedy any violation.

Solar Energy Facilities Ordinance Amendment

Section 3. Authority

This Ordinance is hereby adopted under the authority and provisions of the General Statutes of the State of North Carolina, Chapter ~~153A, Article 18, Part 3~~ 160D.

Section 5. Definitions

Building: ~~Any structure having a roof supported by columns or walls, and designated or intended for the shelter, support, enclosure or protection of persons, animals or chattels.~~ Any structure used or intended for supporting or sheltering any use or occupancy.

Dwelling: A building that contains one or two *dwelling units* used, intended, or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

Dwelling Unit: A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Residence: A building used as a dwelling for one or more families or persons. See Dwelling.

Section 9. Planning Board Decision.

9.4 Conflict of Interest. No member of an appointed board, governing board, or staff shall use their position for their private gain. Members of appointed boards, governing boards, or staff are expected to minimize conflicts of interest, disclose ethical, legal, financial, and other conflicts, and removed themselves from decision-making when appropriate. Conflicts of interest shall be disclosed as per NC General Statute 160D-109.

Section 10. Appeals.

10.2 Time Limit and Notice. ~~Any appeal must be filed within forty-five (45) days of the decision.~~ The aggrieved individual shall have thirty days (30) to file an appeal and it will be presumed that if the notice of determination was sent by mail, it was received on the third business day after it was sent. Written notice which states the basis or grounds for appeal shall be provided to the Clerk to the Board, or the County Manager.

10.4 Decision. Appeals shall be decided by majority vote of the Beaufort County Board of Commissioners. The Board of Commissioners shall provide a written decision regarding the appeal which includes findings of fact, rationale for the decision, and a summary of evidence or testimony presented. The burden of providing substantial evidence or testimony is upon the person or entity who filed the appeal.

10.5 Enforcement Actions. All enforcement actions, including fines, shall be paused during the appeal process.

Section 11. Variances.

A Variance from the provisions of this Ordinance may be authorized by the Planning Board, provided that all of the following criteria are met:

...

A variance is considered a quasi-judicial development decision, and the Planning Board shall follow all mandatory quasi-judicial procedures outlined in G.S. 160D-406.

Section 12. Enforcement, Penalties, and Remedies for Violations.

12.1 Enforcement. The enforcement officer shall be the County Planner or his/her designee. The enforcement officer shall review site plans and make appropriate recommendations to the Planning Board. The enforcement officer shall also visit the SEFs regulated by this chapter as needed, and if the facility does not conform to this Ordinance shall discuss with the SEF Owner and/or SEF Operator the steps needed to bring the SEF into compliance. If these steps are not taken, the enforcement officer shall notify the SEF Owner in writing of the steps that must be taken to bring the facility into compliance.

Notice of violation shall be delivered to the SEF Owner or SEF Operator and to the landowner of the property involved, if the landowner is not the SEF Owner or SEF Operator, by personal delivery, electronic delivery, or first-class mail and may be provided by similar means to the occupant of the property or the person undertaking the work or activity. The notice of violation may be posted on the property. The person providing the notice of violation shall certify to the local government that the notice was provided, and the certificate shall be deemed conclusive in the absence of fraud.

If the SEF Owner or SEF Operator still fails to bring the facility into compliance with this Ordinance, the enforcement officer, after consultation with the County Manager, shall initiate the necessary steps to enforce the Ordinance in accordance with Section 12.2 of this Ordinance. The enforcement officer shall also assist the SEF Owners and/or SEF Operators in making plans to comply with this Ordinance.

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Decision

Presenter: Martyn Johnson, Economic Development Director

Agenda Title: USDA Rural Placemaking Innovation Challenge Technical Assistance & Planning Grant

Summary of Information: Beaufort County's workforce has declined from May 2010 to May 2021 by 7%.

Area Name	Year	Month	Adjusted	LaborForce
Beaufort County	2010	04	Not Seaonally Adjusted	21,251
Beaufort County	2019	04	Not Seaonally Adjusted	19,628
Beaufort County	2021	04	Not Seaonally Adjusted	19,754

The decline in the workforce is likely to increase as more and more workers reach retirement age. From a survey of Beaufort County manufacturers over 500 workers will reach retirement age in the next ten years. Another over 250 workers will be needed for currently anticipated expansion. To replace these workers and fill the new positions Beaufort County needs to be great place where young people want to live, work, and play.

The Rural Placemaking Innovation Challenge is a process for qualified entities to support rural community leaders to create places where people want to live, work, and play. This initiative is to provide planning support, technical assistance, and training to communities to foster placemaking activities in rural communities.

Funds can help enhance capacity for broadband access, preserve cultural and historic structures, and support the development of transportation, housing, and recreational spaces. To accomplish the enhanced capacity the funds will be used to hire a temporary employee through the temporary agency the County currently uses.

Applicants must demonstrate existing and proposed partnerships with public, private, philanthropic, and community partners to provide assistance. In Beaufort County, NC these partnerships currently include but not limited to: BCS, BCCC, Arts of the Pamlico, Fossil Museum, Estuarium, ECU, communities, chambers, churches, charities, IBX STEM Center, Mid-East Commission, NCEA, Rivers East WDB, NCWorks and local business.

This funding supports the delivery of technical assistance and training in visioning, planning, and assisting communities to implement placemaking efforts in rural communities under the Rural Placemaking Innovation Challenge (RPIC).

The project has been budgeted at $23,400 for a temporary 20 hour per week employee (likely an ECU student) for 10 months starting October 1, 2021. The grant amount will be for $19,890 requiring a 15% match of $3,510.

Alternatives: Hire a consultant to conduct a similar but likely more expensive study.

Fiscal Impact: The grant amount will be for $19,890 requiring a 15% match of $3,510. Without workers local employers will be unable to sustain their operations or grow leading to a general collapse of the economy in Beaufort County, NC.

Submitter Recommendations/Motions: The BCED staff request the Beaufort County Board of Commissioners vote to apply for a USDA Rural Placemaking Innovation Challenge technical assistance and planning grant plus provide the 15% match of $3,510.

Attachments: None

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works Director
West Overman, Deputy Public Works Director

Agenda Title: Award Contract for Relocation of Soil Stockpile

Summary of Information: On June 14, 2021, Beaufort County issued a Request for Pricing to five contractors to relocate a soil stockpile from the Ransomville solid waste collection site to the Landfill site on Hawkins Beach Road. A copy of the RFP is attached for reference. The scope of work includes site work, trucking, and all associated required grading and erosion control measures. A portion of the stockpile is located in an area of the property that the US Army Corp of Engineers has identified as wetlands.

Two proposals were received on June 25, 2021. A tabulation sheet is attached showing NC Earthworks Inc. with the lowest cost.

Staff has discussed the scope of work with NC Earthworks Inc. personnel and recommends award of the contract in the amount of $23,812.00.

It was anticipated that this project would be completed during FY2021, so funding was not included in the FY2022 budget. However, approximately $200,000 is forecasted to be transferred back to the Solid Waste Enterprise Fund Balance from FY2021. It is requested that $23,812.00 be transferred from the Solid Waste Enterprise Fund Balance to the FY2022 budget.

Submitter Recommendations/Motions: Approve the award of the contract to NC Earthworks Inc. and the associated budget amendment.

Attachments:
1. Bid Tab
2. Budget Amendment

Bid Tabulation

Bid/Quote Tabulation

Project: **Relocation of Soil Stockpile from Ransomville Solid Waste Collection Siteto the Beaufort County Landfill**
Date: June 25, 2021

Description: Contractor shall provide all materials, tools, machinery, labor, and supervision necessary for relocation of existing soil stockpile from Ransomville Solid Waste Collection Site (6288 NC 99 Hwy S., Belhaven, NC 27810) to the Beaufort County Landfill (1342 Hawkins Beach Road, Washington, NC 27889).

	B.E. Singleton Washington, NC	**NC Earthworks inc.** Greenville, NC	
Ransomville Sitework	$ 12,000.00	$ 6,852.00	
Landfill Sitework	$ 16,000.00	$ 9,240.00	
Contingency Allowance	$ 2,500.00	$ 2,500.00	
Unt Price per Ton to Haul Stockpile Material	$20.00	$4.50	
Provided Quantity: 1,160 tons	$ 23,200.00	$ 5,220.00	
TOTAL:	$ 53,700.00	$ 23,812.00	

Notes:

1. Staff spoke with Larry Peaden on 06/25/2021 to discuss the scope of work. NC Earthworks personnel visited the sites and they are comfortable with the requirements of the contract and the pricing provided.

2.

Beaufort County:

06/25/2021
Date

CLsmith
Signature

Beaufort County
Finance

Budget Amendment Request

Department: Solid Waste **Date of Request:** 7-6-21

FY Budget: FY 21/22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
81-0000-329900	APPROPRIATED FUND BALANCE	23,812	
81-4720-544000	CONTRACT SERVICES	23,812	

Department Justification: To appropriate fund balance to relocate the soil stockpile from the Ransomville collection site to the landfill.

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

County Position No. _____

State Position No. _____

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

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works Director
West Overman, Deputy Public Works Director

Agenda Title: Award Contract for Janitorial Services

On April 21, 2021, Beaufort County issued a Request for Proposals for providing janitorial services at County properties. A copy of the RFP is attached for reference. The scope of the contract includes regular janitorial services, scheduled services such as floor stripping/waxing and carpet cleaning, and response to emergency needs. The contract is for a base period of three years, with an option to extend for two additional one-year periods.

A pre-submittal meeting was held on April 27, 2021, to review the scope of work and provide a tour of the facilities. Eight proposals were received on May 6, 2021. American Facility Services of Alpharetta, Georgia provided the lowest cost proposal. A tabulation sheet is attached. A team of County staff, made up of Public Works - Facilities Maintenance staff and representatives from two other departments, was established to evaluate each vendor based on their submitted proposal. The evaluation led to four vendors being invited for interviews on June 21, 2021, where the vendors presented additional information, the scope of work was further discussed, and questions were asked to further evaluate each vendor.

Based upon the evaluation of the proposals, results of the interviews, and information received from reference checks, staff recommends that the Janitorial Services contract be awarded to American Facility Services of Alpharetta, Georgia.

No additional funds are required. If approved, the contract is scheduled to begin on September 1, 2021.

Submitter Recommendations/Motions: Approve the award of the Janitorial Services contract to American Facility Services for an annual amount of $235,272.60.

Attachments:
1. RFP Documents
2. Bid Tab
3. American Facility Services Proposal

Request for Proposals
Public Works

JANITORIAL SERVICES
Beaufort County, North Carolina



ISSUE DATE: Wednesday, April 21, 2021

PROPOSALS DUE : Thursday, May 6, 2021 @ 2:00 PM
132 West 2nd Street
Washington, NC 27889

CONTACT PERSONS:

Questions Regarding Proposal Package
Hollie Jones
Purchasing Agent
Email: hollie.jones@co.beaufort.nc.us

Questions Regarding the Scope of Work
Todd Taylor
Maintenance Supervisor
Email: todd.taylor@co.beaufort.nc.us

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SECTION 1 - NOTICE TO PROPOSERS

The County of Beaufort is requesting proposals from experienced vendors that provide janitorial services, including labor, supervision, materials, and equipment in order to keep the contracted buildings clean and supplied. The scope of work and all other details and requirements are included in this document.

Sealed proposals will be received by Beaufort County until Thursday, May 6, 2021 at 2:00 pm at the Beaufort County Financial Services Center. Any proposals received later than the specified time will not be accepted/considered. The proposal must be signed by an official authorized to bind the Contractor/Proposer and should be clearly marked *"Proposal Enclosed, JANITORIAL SERVICES"* on the outside of the proposal package or mail carrier envelope. The County of Beaufort assumes no responsibility for unmarked or incorrectly marked proposals.

Proposals will not be opened and read aloud. Proposals will be evaluated by staff and a tabulation will be available upon request after the contract is awarded to the successful contractor.

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 date of 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 Financial Services Center - Purchasing Department, 132 West 2nd Street Washington, NC 27889, during regular business hours. Inquiries should be directed to Hollie Jones at the above address or hollie.jones@co.beaufort.nc.us.

Minority/Women owned businesses are encouraged to submit proposals.

SECTION 2 – INSTRUCTIONS

2.1 Schedule

Issue Date	Wednesday, April 21, 2021
Pre-Submittal Meeting	Tuesday, April 27, 2021 at 1:00 PM
Deadline for Written Questions	Monday, May 3, 2021 at 4:00 PM
RFP Due	Thursday, May 6, 2021 at 2:00 PM
Interview (if held)	TBD
Award of Contract	Tuesday, July 6, 2021
Commence Work	September 1, 2021

2.2 Instructions to Proposers

2.2.1 Proposals should be submitted as a document set in a sealed envelope clearly marked ***"Proposal Enclosed – Janitorial Services"*** 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 Thursday, May 6, 2021 at 2:00 PM, EST. Proposals will not be publicly opened and read aloud at this time. Any proposals received after the scheduled closing time for the receipt of proposals will not be accepted.

2.2.3 No telephone, electronic, or facsimile proposals will be considered. Proposers 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 A pre-submittal meeting will be held Tuesday, April 27, 2021 at 1:00 PM. The meeting will be held in the Board of Commissioners' meeting room located at 132 West 2nd Street, Washington, NC 27889. A tour of the properties listed in the RFP will be held as part of the meeting, and proposers must also attend the tour. Each attendee will be responsible for their own transportation to each of the facilities during the walkthrough. ***NOTE:*** *The informational meeting and inspection of the facilities are mandatory. Any proposals received from contractors who did not attend the pre-proposal meeting and the site inspections will be declared nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.*

2.2.5 After the proposal issue date, all communications between the County and prospective proposers 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 todd.taylor@co.beaufort.nc.us. All questions concerning this proposal shall reference the section number and page. Questions and responses affecting the specifications of the RFP will be provided by issuance of an Addendum to all known bidders. All questions shall be received no later than 4:00 P.M., EST on Monday, May 3, 2021.

2.2.6 Should a Proposer 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 Proposers may withdraw, or withdraw and resubmit, their proposal at any time prior to the closing time for receipt of proposals. No proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of sixty (60) 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 proposer 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.

2.2.12 The County may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the County all information requested for this purpose.

2.3 Insurance Requirements

2.3.1 Proposer 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.

2.3.1.4 Janitorial Fidelity Bond: A surety registered in the state of North Carolina shall provide a bond in the amount of $75,000.00.

2.3.2 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.

2.3.3 Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

2.3.4 Contractor shall have no right of recovery or subrogation against Beaufort County (including its officers, agents, and employees).

2.3.5 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.

2.3.6 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.

2.3.7 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.

2.3.8 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.

2.3.9 Certificate Holder shall be listed as follows: Beaufort County, Attention: Jennifer Banks, Risk Manager 121 West 3rd Street, Washington, NC 27889.

2.3.10 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 – GENERAL INFORMATION

3.1 This is not a bid. There will not be a public bid opening. Proposals will be evaluated based on, but not limited to criteria described below.

3.2 A team comprised of County staff will review and evaluate properly submitted proposals. The County reserves the right to request additional information from proposers and to request an interview if necessary. The team will evaluate all information provided in the proposals along with any additional information that may be requested or come to light during the review process. The County's final selection will be the firm which, in the County's opinion, provides the best overall interest. The County maintains the sole and exclusive right to evaluate the merits of the proposals received.

3.3 The County reserves the right to make an award without further discussion of the proposal submitted. The County shall not be bound or in any way obligated until both parties have executed a contract. The County also reserves the right to delay award of a contract or to not award a contract.

3.4 Contract Period

3.4.1 The initial term of the contract shall be from September 1, 2021 to August 31, 2024. The contract may be renewed according to the terms stated herein for two additional one-year periods.

3.4.2 The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract.

3.4.3 The pricing for the initial term of the contract shall not change. Any price increases for subsequent years must be submitted in writing to the Beaufort County Purchasing Department no later than one hundred twenty (120) days prior to the renewal. The Contractor shall submit a price change request to Purchasing detailing the additional services required with the associated costs.

3.4.4 If, at any time, the County determines it is in its best interest to discontinue use of these services, the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

SECTION 4 – SCOPE OF WORK

4.1 General Requirements

4.1.1 The purpose of this document is to define janitorial services requirements for various facilities owned and operated by Beaufort County. The objectives of the County are to secure a timely, consistent, and cost-effective janitorial contract, and to ensure clean and safe office facilities for employees and customers doing business with the County. The contractor shall provide sufficient labor hours, equipment, materials, and cleaning supplies to render County facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". This includes timely removal of trash, dirt, dust, cobwebs, and other waste. Services provided will include daily cleaning, including labor, supervision, materials, and equipment needed to keep the contracted areas clean and supplied. It shall be understood that in addition to listed services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will also be provided.

4.1.2 No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the County. Requests to subcontract all or any portion of services required by this contract must be submitted to the County's Maintenance Supervisor at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. Any subcontractor who will provide services shall have successfully passed a background check prior to commencing work and background results must be presented to County prior to start of work.

4.1.3 Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and the Contractor. The County reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are

requested, the vendor is required to provide a cost estimate detailing them as an attachment to the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

4.2 Definition of Terms

4.2.1 Annual: Once per calendar year.
4.2.2 As needed: Shall be determined by the Maintenance Supervisor or his representative.
4.2.3 Buff: Remove all marks using floor machine equipment with polishing pad to maintain floor luster.
4.2.4 Carpet Extraction: Shampoo carpeting using wet extraction machine method.
4.2.5 Clean: Remove all dirt, stains, and marks with approved cleaner.
4.2.6 Daily: Work to be performed (5) days per week, Monday through Friday, excluding holidays when service need not be performed, unless otherwise noted.
4.2.7 Damp Mop: Remove all surface dirt and stains with mop and warm water containing detergent or floor cleaner as required and rinse.
4.2.8 Damp Wipe: Remove surface dirt with a clean, damp cloth.
4.2.9 Disinfect: To cleanse in order to destroy disease and germs.
4.2.10 Disinfectant: A germicidal cleaner for germ control.
4.2.11 Dust: Remove all loose dirt and debris. Specially treated cloths shall be used.
4.2.12 Monthly: Work to be completed once per calendar month.
4.2.13 Mop: Remove all surface dirt and stains with a mop and warm water containing floor cleaner or germicidal disinfectant.
4.2.14 One Day: 24 clock hours
4.2.15 Polish: Machine polish or rub with dry cloth.
4.2.16 Quarterly: Every 3 calendar months.
4.2.17 Refinish: Apply proper floor coating (wax on polish or sealer) and buff.
4.2.18 Sanitize: To cleanse free from dirt and bacteria.
4.2.19 Scrub: Remove all dirt, stains, and marks with an approved cleaner by hand or using a floor machine equipped with scrubbing pad.
4.2.20 Semi-Annually: Every six calendar months.
4.2.21 Strip: Remove all accumulation of old floor finish, all surface dirt, stains, and marks. Rinse and dry.
4.2.22 Sweep/Dust Mop: Remove all loose dirt and litter with dustless type sweeping tools on smooth concrete, tiled, and terrazzo floor; in places difficult to sweep, use hair floor brush or vacuum on other hard floors.
4.2.23 Vacuum: Remove all surface and embedded dirt, dust and debris using a commercial vacuum cleaner.
4.2.24 Wash: Remove all dirt, stains, and marks with approved cleaner; rinse and dry.
4.2.25 Wax: Apply appropriate number of coats of approved floor finish.
4.2.26 Weekly: One day per week.

4.3 Property Information

4.3.1 The following chart provides all locations that will require cleaning services. NOTE: The Vendor is responsible for verifying any square footage or other specific measurements during the Pre-Submittal Meeting.

4.3.2 Service will be performed in a variety of government locations including administrative offices, courthouse, and law enforcement centers. All unique requirements and or regulations for each location shall be strictly followed by the Vendor and its employees.

4.3.3 The provided description of each building is to be used as a guideline for the Janitorial Services contractor and does not attempt to describe every detail or feature of the facility that is to be maintained by the Janitorial Services contractor.

BUILDING	SQUARE FOOTAGE	START TIME	FREQUENCY	DESCRIPTION OF SPACE
Administrative Bldg.	3,720	5:30pm	M-F	Office Space – Break Area
121 W. 3rd St.				
Animal Shelter	5,000	5:30pm	M-F	Office Space - Clinical Space
3931 HWY 264 E.				
Courthouse	38,420	5:30pm	M-F	Basement – Office Space – Magistrate's office – ROD Storage Area – COC Storage Area
112 W. 2nd St.				1st Floor – Register of Deeds – Clerk of Courts – Courtroom- Office Space
				2nd Floor – Judges' Chambers – Courtrooms – Office Space
Courthouse Annex	9,680	5:30pm	M-F	1st Floor – Public Works Department – DA Office – Break Room
111 W. 2nd St.		5:30pm		2nd Floor – DA Office
Emergency Management	2,222	5:30pm	M-F	Office Space- Break Room
1420 Highland Dr.				
Farm Services	10,800	5:30pm	M-F	Office Space – Break Rooms
155 Airport Rd.				
Financial Service Center	8,495	5:30pm	M-F	Office Space – Break Room – Meeting Space
132 W. 2nd St.				
Health Dept.	16,654	5:30pm	M-F	Office Space – Clinical Space – Laboratory Space
1436 Highland Dr.				
Maintenance	3,040	5:30pm	M-F	Office Space - Restroom
123 W. 3rd St.				
Oakland Bldg. (BCSO)	23,940	5:30pm	M-F	Office Space – 911 Communications – Evidence Storage
210 N. Market St.				
Old Jail	4,482	5:30pm	M-F	1st Floor – Office Space
132 N. Market St.				2nd Floor – Office Space
Seaboard Bldg.	9,054	5:30pm	M-F	Office Space – Break Room
220 N. Market St.				
Tideland Bldg.	29,173	5:30PM	M-F	Office Space – Break Room – In-patient Care – Shower area
1308 Highland Dr.				**see Proposal Form for sq ft by area**
Horne Building	3,283	5:30PM	M-W-F	Office Space
227 N. Respess St.				

4.4 Work Schedule

4.4.1 Generally, janitorial services shall be provided five (5) days per week in the evening (Monday through Friday) excluding County-recognized holidays. Exhibit 1 is the Task List that shows the minimum acceptable cleaning frequencies that tasks are to be performed. The contractor shall in no way interfere with the normal work of County employees. The Port Human Services area of the Tideland building houses patients, 24 hours per day, 7 days a week. Cleaning of this area will still occur after normal business hours.

4.4.2 The following twelve (12) days are County holidays on which Contractor may need to provide service. All County facilities are dynamic due to their programmed use; and some locations will require service on holidays, and others will not. Facilities Maintenance will provide a schedule of which building will require holiday service.

New Year's Day	Labor Day
Martin Luther King's Day	Veteran's Day
Good Friday	Thanksgiving Day & Day After
Memorial Day	Christmas Eve
Independence Day	Christmas Day & Day After

4.4.3 In the event an evening meeting is being conducted in a facility, the Contractor shall be responsible for proper cleaning of the used area, provided the meeting ends by 11:00 p.m. All work shall be completed before the start of next normal business day.

4.4.4 Cleaning shall not start earlier than thirty (30) minutes after the end of normal business hours as related to each facility.

4.4.5 The Contractor, with the assistance of the County's Maintenance Supervisor, shall develop within 30 days of award of contract a schedule for semi-annual and annual services for all County Facilities. The contractor shall maintain this schedule and supply an electronic copy of this schedule to the Maintenance Supervisor. The Contractor shall provide advance notice regarding any changes to the schedule.

4.4.6 The Contractor will be required to respond to emergency situations. Contractor shall provide a 24-hour, 7 day per week on-call service phone number to handle customer service needs and emergencies after-hours.

4.4.7 Non-emergency requests for services are to be responded to within forty-eight (48) business hours.

4.5 Personnel Requirements

4.5.1 Contractor shall provide competent personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.

4.5.2 The Contractor shall designate in writing to the County's Maintenance Supervisor, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the ability to receive information or complaints by telephone or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. The Project Manager shall be available Monday through Friday 7:30 a.m. through 5:00 p.m.

4.5.3 The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without two weeks written notice to the County. Replacement key personnel must also be fully trained prior to insertion into that job role.

4.5.4 The Contractor shall provide qualified, English speaking supervision who shall always be present during contract operations, and who shall be responsible for both conduct and workmanship. The Supervisor(s) shall be thoroughly familiar with the content of the RFP specifications and the intent of the complete agreement. The supervisor(s) shall verify the cleanliness of facilities prior to releasing personnel each day.

4.5.5 All Contractor employees shall have a current, clean background check on file for each employee who will perform work within the scope of this contract. The Contractor shall provide to the Maintenance Supervisor an accurate roster of all personnel and a copy of the background check, prior to the employee starting work. The roster shall indicate personnel by building(s) in which they are assigned to work. Changes to the roster shall be reported, in writing, to the Maintenance Supervisor within one working day. Employees terminated by the Contractor shall be reported the same day to the County's Maintenance Supervisor, unless it is after hours, then the next business morning shall be acceptable.

4.5.6 The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The County reserves the right to request additional backup staff as deemed necessary.

4.5.7. Contractor shall notify the Maintenance Supervisor immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination.

4.5.8. When in the opinion of the County, an employee constitutes a security risk, his/her employment on the contract will be denied.

4.5.9 All personnel shall be in good health and not sick. Personnel should not report to work if they are feeling ill. The Contractor shall have adequate personnel to cover contract requirements in the event of employee absence due to illness.

4.5.10 Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building. Smoking shall not be permitted in any County building.

4.5.11 The Contractor's work force shall be neat and clean in appearance and shall wear a uniform, supplied by the Contractor, with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of either a shirt with logo or a smock or vest with logo and be mutually agreed to by the Contractor and County. Closed toe and heeled shoes shall be worn.

4.5.12 Employees shall wear an identification badge with the employee's picture, name, and company name on the face of the badge. The badge must be worn at all times in plain sight, above the waist while the employee is on County property. The Contractor's employees are required to provide proper identification when requested by County or security personnel. Any employee that does not comply with this requirement shall be required to leave County facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in County facilities. The County will supply 25 badges per year. After 25, the Contractor is responsible for replacement and any new badges at a cost of $15.00 per badge.

4.5.13 No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptable or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.

4.5.14 Contractor's employees shall be prohibited in the use or possession of the following items while working on County premises: weapons, alcohol, and/or controlled substances.

4.5.15 Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children, and/or other relatives.

4.5.16. County telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, and notification to the Beaufort County Sheriff's Office of damage as required in this contract.

4.5.17 The County requires the Contractor to remove all Contractor personnel from County property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety, and welfare. If, in the opinion of the County, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on County property, or is otherwise unsatisfactory, upon County request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

4.5.18 Incidents, altercations, or accidents involving facility visitors, vendor's employees, or County employees shall be reported to the Maintenance Supervisor in a timely manner. The Maintenance Supervisor, at his/her discretion, may require a written report from the vendor describing the incident or accident.

4.6 Care of Facilities

4.6.1 Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor. Contractor shall report all required non-emergency repairs by contacting the Maintenance Supervisor.

4.6.2. In case of emergency, Contractor's employees shall notify the County's Communication Center by dialing 911 and shall then call the Maintenance Supervisor, or his designee, immediately. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes, or floods, and take appropriate safety measures.

4.6.3. Contractor's personnel shall not be allowed in County facilities outside of normal business hours unless they are performing work for the Contractor. Keys shall not be left in door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Maintenance Supervisor or his/her designee. All workspaces shall be locked, and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the County to designated contractor employee and shall be returned to the County on demand. Electronic security systems (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the contractor is in the space. The contractor is not to block

open occupant or exterior doors for any reason. The contractor is not to assist entry of anyone except contractor, employees, or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and County personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in, or vandalism, and building system failures.

4.6.4. The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of a particular County facility, the contractor shall be solely responsible for all costs incurred by the County in re-keying the lock system. In no case shall the Contractor make duplicates of any County keys.

4.6.5. The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

4.6.6. The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the County and against unauthorized use of County and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the County facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the County's Maintenance Supervisor within twenty-four (24) hours.

4.6.7. The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties. Contractor shall report any damage or potential hazard involving facility property immediately to the Maintenance Supervisor during normal business hours, 8:00 am – 5:00 pm. An afterhours County contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the 911 Communications Center.

4.6.8. The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the County in writing.

4.6.9. Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures ONLY IN THE AREAS where work is in progress and turning off all lights when work is completed.

4.7 Training

4.7.1. Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.

4.7.2. Any additional or replacement staff hired throughout the life of the contract shall also complete training prior to beginning work in the County facilities. Documentation of training completion shall be submitted to the County's Maintenance Supervisor upon request.

4.7.3. The Contractor's employees shall be trained in the following areas, prior to being assigned to work under this contract:

- Proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract.
- Specific location training – 911 center, Oakland Building, etc.
- Contract specification cleaning requirements. This training will be performed at each facility. Each employee shall be required to sign a copy of the specifications to acknowledge cleaning requirements by the Contractor.
- All janitorial contract personnel are also required to receive all appropriate safety training in all aspects of custodial/housekeeping operations from the janitorial company. Records to substantiate these requirements must be made available to the County within 24 hours of a request.

4.8 Safety

4.8.1 The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances including OSHA standards.

4.8.2 The Contractor shall submit to the County a written safety program.

4.8.3 All cleaning chemicals shall be stored at all times in properly labeled containers.

4.8.4 The Contractor shall post copies of SDS (Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers.

4.8.5 Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect visitors from injury.

4.9 Tools and Equipment

4.9.1 The contractor shall furnish and maintain all equipment necessary for properly maintaining the County buildings. The contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract.

4.9.2 Contractor shall furnish and keep in good working order all necessary tools, equipment, and supplies, including, but not limited to, carpet cleaners, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, commercial-grade HEPA vacuum cleaners, cleaning rags, and all other cleaning equipment.

4.9.3 The County reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense.

4.9.4 Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

4.10 Materials, Supplies, Cleaning Procedures, and Storage

4.10.1 The Contractor shall provide all cleaning chemicals and equipment necessary to perform the cleaning standards of the contract. The Contractor is required to use floor care products that meet and are guaranteed by the manufacturer, to equal or surpass the test method developed by the American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTM D2047).

4.10.2 All cleaning supplies and materials used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned.

4.10.3 The County shall have the right to prohibit the use of any process, material, supply, or tool which may damage County property, or which may be a risk to employees, the public, or others using County facilities.

4.10.4 All cleaning chemicals and other supplies used by the Custodial/Janitorial Services contractor must be used in accordance with all federal, state, and local laws, comply with Safety Data Sheets (SDS) standards and be used in conjunction with necessary safety equipment. Safety Data Sheets (SDS) must be on-site and available for all chemicals stored and used within a service area on the first day of the contract.

4.10.5 Contractor shall refill all restroom dispensers utilizing County supplied materials. The Contractor will be required to sign out for County supplied items. Usage of the County supplied items will be closely monitored by the County and any unauthorized usage of County supplied items by the Contractor will be grounds for immediate termination of the contract.

4.10.6 Janitorial closets used by Contractor shall be kept clean and free of debris and odor at all times. Supplies shall be stored in their proper place when they arrive. All supplies and equipment stored in any County janitorial closet shall be stored in a neat and orderly manner. Empty boxes, bottles, containers, etc. shall be properly discarded. Mop buckets shall be emptied and cleaned, and mops shall be washed out, before storing in the designated janitorial space. Mop heads shall be replaced at a minimum of once a week to prevent odors.

4.10.7 Supervisors shall submit to the Maintenance Supervisor a Daily Checklist for each building at the completion of each shift showing which tasks were completed, documenting when work was complete, and the building was secured.

4.11 County Responsibilities

4.11.1 The County's Facilities Maintenance staff will be responsible for administering this contract. Staff will inspect and approve services provided for compliance to the specifications prior to payment. Questions may be directed to the Maintenance Supervisor.

4.11.2 The Maintenance Supervisor or his designee will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor listing any deficiencies found.

4.11.3 The County shall provide, without cost to the Contractor, janitorial closets or a designated place in each building.

4.11.4 The County shall furnish all utilities including lights, power, and water to the Contractor at existing outlets.

4.11.5 The County will supply all toilet paper, paper towels, toilet seat covers, hand soap, trash can liners, and urinal screens to the Janitorial Services Contractor for all locations serviced under the contract (needed supplies may vary per location). Products supplied shall be those designed for use in installed holders. The County reserves the right to change these specifications, including

installed dispensers, throughout the life of the contract. Products will be received by County Maintenance Department and stored at the County Maintenance Shop at 123 West 3rd Street, Washington, NC 27889 and shall only be picked up by an authorized Janitorial Contractor Supervisor or representative. Use of supplies shall be tracked per building. Supplies will need to be checked out and totaled for each building. A janitorial supplies checklist must be completed by the Contractor's supervisor(s). Supplies will be under lock and key supplied to Supervisor for access. Contractor shall provide means to relocate needed supplies to appropriate buildings and store as needed. All supplies remain property of the County and may only be used at the specified site.

4.12 Performance Standards

4.12.1 The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning. Some examples include but are not limited to: floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.

4.12.2 The Project Manager shall meet in conference with the County's Maintenance Supervisor or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested.

4.12.3 Deficient Performance

4.12.3.1 County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the County inspection record for the facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the Maintenance Supervisor to be defective or deficient in any of the requirements shall be remedied by the Contractor at Contractor's expense and in a manner acceptable to the County.

4.12.3.2 The County's Maintenance Supervisor or designee shall contact the Contractor by telephone and/or email to notify them of performance issues. The County's Maintenance Supervisor shall also notify the Contractor of written complaint(s) received from building occupants.

4.12.3.3 The County shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.

4.12.3.4 Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc. Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.

4.12.3.5 Major problems require immediate attention and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash not removed, etc. The County's Maintenance Supervisor or designee shall have authority to classify a complaint as major or minor.

4.12.3.6 Failure to clean an entire building or site shall result in a separate deduction for nonperformance. In the event the contractor does not complete all of the required nightly, weekly, or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the County, at its discretion, may begin default proceedings. The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three occurrences. If the Contractor does not respond in two hours, the Maintenance Supervisor may exercise the County's right to begin proceedings to terminate for default.

4.12.3.7 Failure of the Contractor to appear on any scheduled workday without the advance approval of the Maintenance Supervisor, or his designee, shall result in the deduction of the total daily cost for that location.

SECTION 5 – GENERAL CONDITIONS

5.1 Proposers may find instances where they take exception with certain requirements or specifications of the Request for Quotes. 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.

5.2 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) County of Beaufort 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.

5.3 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 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.

5.4 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.

5.5 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.

5.6 Termination Clauses

5.6.1 Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted. The Beaufort County Manager is authorized to terminate this contract on behalf of the Owner.

5.6.1.1 Termination for Convenience: The County may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

5.6.1.2 Termination for Cause: In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

5.6.1.3 Termination Due to Unavailability of Funds: 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.

5.7 If there is a default event or series of events caused by the Contractor, the County shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the County's written notice to the Contractor, typically by email. If the breach or noncompliance is not remedied within the period of time specified in the written notice, or if more than 3 notices for the same issue are sent, the County may:

- Immediately terminate the Contract without additional written notice; and/or
- Procure Services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

5.8 All payments under the contract resulting from the RFP shall be made only for services requested and approved by the Owner.

5.9 The Contractor shall promptly correct all Work rejected by the Owner as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

5.10 Payment Procedures – Contractor shall invoice Owner monthly, after work is complete. Payments will be made net thirty days.

5.11 The Contract pursuant to this RFP shall not be assigned to another party without the advance written consent of the Owner.

5.12 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.

5.13 It is the Contractor's responsibility to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for proper execution and completion of the Work under the Contract.

5.14 The Contract shall be deemed to be under and shall be governed by, and construed according to, the laws of North Carolina.

5.15 Any litigation arising out of the Contract shall be had in the Courts of Beaufort County, North Carolina.

5.16 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 proposal 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.

5.17 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.

5.18 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.

5.19 Upon award of Contract, Contractor shall schedule Work with the Beaufort County Maintenance Supervisor.

SECTION 5 – EXHIBITS

EXHIBIT 1 – TASK LIST

Daily General Cleaning:

Daily tasks must be performed each day, Monday through Friday, except County observed holidays. The daily Janitorial Checklist must be completed daily and returned to the Maintenance Supervisor. **(Exhibit 2)**

1. Empty trash cans by replacing plastic liners. Cans are to be washed, if needed.
2. Remove all materials marked with the word "trash".
3. Deposit all waste in dumpster or other designated container.
4. Dust and damp wipe all interior and horizontal surfaces.
5. Sweep and mop all uncarpeted floors and mats (including hallways, offices, and entrance areas). All floors must be kept clean, including stain and spot removal.
6. Vacuum all carpeted areas. Loose paper, pins, clips, and other trash shall be removed. Spot clean carpet as needed.
7. Clean and sanitize all chrome fixtures, including drinking fountains and door hardware.
8. Clean entry area windows and doors, internal and external.
9. Sweep outside entrances to sidewalk.
10. Clean up trash, paper, and litter inside and around the outside of building including the parking lot(s).
11. Wash and/or dust and spot clean walls, woodwork, switch plates, ledges, fire extinguishers and other areas exposed to dust, smudges, and scrapes.

Daily Restroom Cleaning

1. Replenish all restroom supplies.
2. Sweep and mop bathroom floors with a disinfectant cleaner.
3. Wash and sanitize toilets, seats, and urinals.
4. Clean and sanitize all sinks and countertops.
5. Damp wipe and polish all chrome surfaces and mirrors.
6. Wipe and sanitize all door hardware.
7. Dust all ledges, grills, and partitions to keep dust free and clean.
8. Clean and sanitize restroom walls, partitions, and shower walls/doors/curtains/mats.
9. Empty all waste cans by replacing plastic liners. Cans/disposal containers must be cleaned thoroughly.
10. Deposit all waste in dumpster or other designated container.

Weekly:

1. Dust and wipe railings, banisters, window sills, pictures on walls, and everything below 80" using a treated cloth.
2. Clean out and disinfect restroom floor drains.
3. Thoroughly clean, sanitize, and disinfect restroom floors.
4. Clean door kick plates.

CONTINUED ON NEXT PAGE

Monthly:

1. Clean cove base/baseboards.
2. Clean all outside lights – remove cobwebs from lens covers and lamp housings.
3. Vacuum upholstered chair surfaces and dust chair legs.
4. Dust tables and legs of tables.
5. Dust vertical/horizontal blinds using a treated cloth.
6. Clean restroom walls and doors.
7. Re-stock deodorizers

Quarterly:

1. High dusting and vacuuming to remove dust, dirt, and cobwebs from vents, corners, and ledges.
2. Clean cubicle walls/furniture.
3. Clean all real woodwork.
4. Clean all interior glass.

Semi-Annually:

1. Vacuum/dust/clean all vents/supplies/returns on walls and ceilings.
2. Strip, re-wax and buff all tile and linoleum floors.
3. Shampoo or steam clean all carpet.
4. Wash and dry all interior and exterior glass windows and doors.
5. Clean and sanitize shower walls/doors/curtains/mats.

Annually:

1. Strip, re-wax and buff all tile and linoleum floors.
2. Steam and sanitize all tile rest room floors.
3. Shampoo or steam clean all carpet.
4. Wash and dry all interior and exterior glass windows and doors.
5. Clean all interior electrical lights and related equipment.
6. Vacuum all mechanical rooms.

EXHIBIT 2 – DAILY JANITORIAL CHECKLIST

Building: _____ **Date:** _____

Each category of service should be checked off as it is performed. If your answer to any item in a category service is "No", explain why the service was not performed in the comment section.

General Areas

Yes	No	
____	____	Empty trash cans by replacing plastic liners. Cans are to be washed, if needed.
____	____	Remove all materials marked with the word "trash".
____	____	Deposit all waste in dumpster or other designated container.
____	____	Dust and damp wipe all interior and horizontal surfaces.
____	____	Sweep and mop all uncarpeted floors and mats.
____	____	Vacuum all carpeted areas.
____	____	Clean and shine all chrome fixtures, including drinking fountains and door hardware.
____	____	Clean entry area windows and doors, internal and external.
____	____	Sweep outside entrances to sidewalk.
____	____	Clean up trash, paper, and litter inside and around the outside of building including the parking lot(s).
____	____	Wash and/or dust and spot clean walls, woodwork, switch plates, ledges, fire extinguishers and other areas exposed to dust, smudges, and scrapes.

Restrooms

Yes	No	
____	____	Replenish all restroom supplies.
____	____	Sweep and mop bathroom floors with a disinfectant cleaner.
____	____	Wash and sanitize toilets, seats, and urinals.
____	____	Clean and sanitize all sinks and countertops.
____	____	Damp wipe and polish all chrome surfaces and mirrors.
____	____	Wipe and sanitize all door hardware.
____	____	Dust all ledges, grills, and partitions to keep dust free and clean.
____	____	Clean and sanitize restroom walls, partitions, and shower walls/doors/curtains/mats (if applicable).
____	____	Empty all waste cans by replacing plastic liners. Cans/disposal containers must be cleaned thoroughly.
____	____	Deposit all waste in dumpster or other designated container.

Comments:

_____

_____

_____

Signature: _____ **Date:** _____

SECTION 7 – PROPOSAL FORMS

Attachment A

CHECKLIST

The first FOUR (4) attachments listed below, provided herein, must be executed by ALL PROPOSERS 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 QUALIFICATIONS (Attachment C)
- ☐ CLIENT REFERENCE (Attachment D)
- ☐ NONCOLLUSION AFFIDAVIT (Attachment E)

Attachment B

PROPOSAL FORM

DUE DATE/TIME: Thursday, May 6, 2021 at 2:00 pm

To: **Beaufort County**
Purchasing Department

From: _____
Vendor Name

1. Response

The undersigned hereby certifies that he/she has read the requirements and specifications for providing janitorial services in accordance with Beaufort County's Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the specifications.

2. Exceptions

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the County's Request for Proposal.

☐ No Exceptions

☐ Exceptions:

_____

_____

_____

3. Technical competence, Experience, & Business Operations (*additional pages may be used*)

- Brief history of company:
- Industry experience & size of past and current accounts:
- Describe hiring practices and staff development programs:
- Names & experience of proposed on-site supervisors:
- Size and depth of staffing plan:
- Equipment to be provided and used (model & age):
- Chemicals to be provided and used:

4. Contract Amount

Vendors shall provide Turnkey, Firm Fixed Pricing for which the vendor intends to service. The Firm Fixed price shall be inclusive of labor, tools, equipment, materials, supplies, transportation, general and administrative overhead, and profit needed to provide service in total compliance with the services required per the RFP.

Item #	DESCRIPTION	UNIT COST PER MONTH	ANNUAL COST
1	Administrative Building	$	$
2	Animal Shelter	$	$
3	Courthouse	$	$
4	Courthouse Annex	$	$
5	Emergency Management	$	$
6	Farm Services	$	$
7	Financial Service Center	$	$
8	Health Department	$	$
9	Maintenance Shop	$	$
10	Oakland Building	$	$
11	Old Jail	$	$
12	Seaboard Building	$	$
13	Tideland – Outpatient(4,550 sq. ft.)	$	$
14	Tideland - Central Area(19,805 sq. ft.)	$	$
15	Tideland - Port Human Services(4,818 sq. ft.)	$	$
16	Home Building	$	$
	TOTAL	$	$
	Carpet Cleaning (per SF)		$

5. Acknowledgement of Amendments

Failure to acknowledge receipt of all amendments may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the proposal.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

6. Subcontractor Use

I [☐ do ☐ do not] propose to subcontract some work on this project. I propose to sub-contract work to the following subcontractors:

NAME & ADDRESS	TYPE OF WORK

Vendor Name: _____

Address: _____

_____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

Date: _____ SEAL

[redacted]

Attachment C

STATEMENT OF QUALIFICATIONS

1. Name and Address:

_____

_____

_____

2. Contact Person for this Project: _____

Phone No: _____

Email address: _____

3. Number of years the Vendor has been engaged in the janitorial/cleaning business under the present firm name, as indicated above: _____

4. Company Federal ID#. _____

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

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 response and of all pertinent circumstances respecting such response;

3. Such bid is genuine and is not collusive or sham response;

4. Neither the said responder, 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 responder firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding 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 responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders , to fix any overhead, profit, or cost element of the response price, if applicable, of any other responder or 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 response are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder 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)

Beaufort County, North Carolina
Department of Public Works
Facilities Maintenance Division
123 West 3rd Street | Washington, North Carolina | 27889
Phone (252) 946-9624 | co.beaufort.nc.us

Addendum #1

Issue Date: April 30, 2021

RFP FM-FY21-002 Janitorial Services

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum on its Proposal Form (Attachment E) for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

The Purpose of this Addendum is to provide the following information:

1. Meeting minutes from the pre-submittal meeting have been provided as **Attachment 1.**
2. A discrepancy was found in the RFP document. The Notice to Proposers references 90 days before a proposal can be withdrawn following the closing time and Section 2.2.7 references 60 days. As discussed during the Pre-Submittal meeting, 60 days will be the correct timeframe.
3. The Detention Center located in the basement of the Courthouse is NOT included in the contract. However, the breezeway to the rear entrance of the Detention Center is included.
4. Cleaning of 2nd and 3rd floor windows of the Oakland Building/Sheriff's Office is EXCLUDED from the contract.
5. Substitute the following definition for Section 4.2.4:
   "Carpet Cleaning: Clean carpet and hot water extract using a high-pressure extraction system."
6. Several changes have been made to the Property Information chart in Section 4.3. Please see **Attachment 2** for the updated chart. Changes have been highlighted.
7. Cleaning of mechanical rooms has been removed from the Annual Section of the Task List. The Contractor will not be responsible for cleaning mechanical rooms except for janitorial areas within mechanical rooms.
8. Answers to questions asked during the meeting and tour are provided below:
   a. Q: *Items are duplicated in the Semi-Annually and Annually sections of the Task List. Can you please clarify?*

      A: Please reference **Attachment 3** for an updated task list.

- CONTINUED ON NEXT PAGE -

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   b. Q: *Is the Daily Janitorial Checklist to be signed by the supervisor?*

      A: Yes, the supervisor will be required to sign the Daily Janitorial Checklist as they shall "verify the cleanliness of facilities prior to releasing personnel each day", per section 4.5.4. Please see **Attachment 4** for an updated Daily Janitorial Checklist.

   c. Q: *Can you share the process for getting consumable products?*

      A: Please reference Section 4.11.5. One clarification is that the supervisor will have key access for the supplies to be obtained after business hours.

   d. Q: *Do you have to use a specific background check service?*

      A: No.

   e. Q: *Does a background check have to be statewide or nationwide?*

      A: A nationwide background check will be required.

   f. Q: *Would the contractor be responsible for Chlorox 360 machine use following suspected COVID-19 cases?*

      A: No. This task will be handled by county personnel.

   g. Q: *How often are the Courthouse stairwells to be cleaned?*

      A: The Courthouse stairwells shall be vacuumed and dusted monthly.

   h. Q: *What are the requirements for cleaning in kitchen/breakroom areas?*

      A: Countertops, tabletops, chairs, sinks, and the exteriors of microwaves, ovens, and refrigerators shall be cleaned daily. This item has been added to the updated Task List (**Attachment 3**) and the updated Daily Janitorial Checklist (**Attachment 4**).

- CONTNUED ON NEXT PAGE -

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i. Q: *What are the special requirements for clinical space at the Health Department and Animal Shelter?*

A: The statement about special requirements was intended to emphasize that the spaces were different than general office spaces found in most county buildings. It was not intended to mean that there are special specific cleaning requirements. However, the Contractor should evaluate the space to determine if additional PPE is required due to potential exposure to bodily fluids, bloodborne pathogens, etc.

9. Pictures following installation of the glass storefront at the main entrance to the courthouse will not be available prior to the proposal due date. A picture of the plans is provided as **Attachment 5**.
10. The following items were discussed during the meeting or tour and will be provided in an additional addendum once ready:
    a. Background check procedures for employees working in high security areas.
    b. Building floor plans, as available, and breakdown of flooring types.
    c. How often are patient rooms in PORT Human Services cleaned?
    d. A picture of the kitchen/breakroom area in the Courthouse Annex building.

- END OF ADDENDUM -

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RFP FM-FY21-002
Janitorial Services

Pre-Submittal Meeting Minutes
April 27, 2021 – 1:00 PM

Attendees:
See attached sign-in sheets.

A) **Welcome**

1) Christina Smith welcomed all contractors to the mandatory pre-bid meeting for the Janitorial Services RFP.
2) Christina introduced herself, Todd Taylor, and West Overman. She gave their titles, roles, and responsibilities regarding the RFP.

B) **Sign-In Sheets**

1) Sign-in Sheets was passed for all attendees to sign. All present were asked to sign as the meeting minutes and future Addenda will be distributed via the e-mail addresses given.
2) Attendees were reminded that following the tour of the facilities, all attendees will need to sign out on the same sheet.

C) **General Project Description**

1) Christina Smith gave an overall review of the Janitorial Services contract. Beaufort County issued an RFP for a single qualified contractor to provide comprehensive janitorial services for all of the County building. The purpose of the meeting today is to review the requirements in the RFP document and to ensure that the County and the contractors have a clear understanding of the scope of work and the expectations of the County.

D) **Schedule for Today**

1) Christina will review the RFP document and highlight a few items throughout the document. Contractors may ask questions as the document is reviewed.
2) After review of document, the group will have a walk-thru of the buildings. We will visit Courthouse first due to court starting back at 2PM.
3) Due to COVID concerns, the tour will consist of mostly public areas, break areas, and selected office areas, or any areas that are different from the "normal office space".

E) **Review of Request for Proposal Document**

1) Proposal due by Thursday, May 6, 2021 at 2:00 PM.
2) Note the address on page 4 if proposals are mailed.

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Facilities Maintenance Division

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3) After the completion of today's meeting, all questions must be submitted in writing to the e-mail address listed in the RFP document. Responses will then be distributed to all parties present at the meeting to ensure fairness.
4) If discrepancies are found in the RFP or if contractor finds something that just doesn't look correct that may be an error, contact County via e-mail.
5) Proposals may not be withdrawn for (60) days after bid.
6) No more than (1) proposal may be submitted by a single firm.
7) Note Insurance Requirements on page 5 and 6.
8) Section 3 – This is NOT a bid. Proposals will be reviewed by a team of staff and will be judged on a combination of price, qualifications, past experience, company policies/procedures/equipment, and references.
9) Contract period will be September 1, 2021 – August 31, 2024 with option to renew. Award of contract must be approved by Board of Commissioners.
10) Janitorial Contractor shall provide commercial quality janitorial services using commercial chemicals and equipment to provide clean facilities.
11) Contract cannot be assigned to another company without County approval. Subcontracted work must be approved by County prior.
12) Definition of Terms is provided so that County and Contractor are speaking the "same language".
13) Generally reviewed the use and occupancy of each building listed in the table on page 9.
14) Contractor shall provide capable competent personnel trained to complete the required tasks.
15) English-speaking supervisor shall be on-site at all times.
16) Background checks shall be performed on all employees and results shall be provided to County prior to start of work.
17) Additional staff shall be approved to fill in for call in sick or no shows.
18) All personnel should be in good health and NOT sick.
19) Janitorial staff shall wear a uniform that identifies them – smock or shirt with logo. This is to identify the person so there is no question that they have authority to be in the building.
20) Employee badges will be issued to the contractor as referenced in the RFP. Badges provide door access to some buildings. This will be discussed at length with the successful contractor.
21) Janitorial Staff shall take care of all County facilities. Doors shall not be block open.
22) Janitorial contractor shall train staff on appropriate means and methods. Certain areas such as BCSO and DA's office may have special requirements.

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23) Safety is very important. SDS shall be in all buildings. Staff shall be trained on use of all chemicals and tools.

24) Tools and equipment shall be commercial grade.

25) County will provide janitorial supplies as listed in RFP. Janitorial contractor will pick up from Maintenance shop and transport to appropriate building.

26) Janitorial contractor must complete and provide Daily Checklist for each Building to Maintenance Supervisor. How this will be done is not finalized.

27) Exhibit 1 shows the frequency of cleaning tasks. Addendum will address discrepancy regarding frequency of stripping/waxing floors.

28) Daily Janitorial Checklist – will Supervisor be required to sign? Undetermined at the moment.

29) Technical Competence page – additional pages or space can be used, if needed.

30) Don't forget to acknowledge ALL addendum.

31) Anti-Collusion Affidavit, remember to sign and include with proposal.

F) Facilities Tour

1) All parties visited the Courthouse, Courthouse Annex, Old Jail, Seaboard, Oakland, Administration, Horne, FSC.

2) Re-grouped in Commissioner's Room. Adjourned until 3:20pm.

3) Met at 3:20pm at Tideland. Eleven participants. Toured Tideland, Health Dept., Emergency Management, Animal Shelter, and Farm Services. Completed tour at 5:00pm. All present parties signed out.

Attachments:

1. Sign-in Sheets

RFP FM-FY21-002
Janitoral Services

Pre-Submittal Meeting and Property Tour

04/27/21

Print Name	Company	Email	Phone	Sign Out
Mary Bacres	CC B S	mary.bacres@cbsbuilding services.com	252-497-3092	Mary Bacres
Jimmy Vizcarondo	CC B S	jmorales130@ymail.com	252-320-4749	Jimmy Vizcarondo
Ayel Gonzalez	CC B S		787 9604496	Ayel Gonzalez
Mark Thompson	American Security Services	MThompson@Amsecurity.com	770-318-4328	Mark Thompson
Bryan Cruciata	Service Master	Bryan@svmwake.com	919-981-6553	Bryan Cruciata
Sammy Hodges	Coastal Carpet Cleaning Inc	Sammy.hodges@bellsouth.net	252-945-7591	Sammy Hodges
Donell Rhines	Coastal Carpet Cleaning and	" " "	" " "	Donell Rhines

04/27/21

Pre-Submittal Meeting and Property Tour

RFP FM-FY21-002
Janitoral Services

Print Name	Company	Email	Phone	Sign Out	
John Coward	ECUC	JCoward@ecuc.inc.com	252-341-5882		
Terry Powers	Jani-King	jpowers@janitkingrdu.com	252-565-3285		
D. Dexter Hodges	Jani King	dhodge@janikingrdu.com	(919) 855-1251		
Terry Graham	EZ Janitorial	ezjanitorialservices2@gmail.com	252-320-4646	4:57 pm	
~~Tyrone Wilson~~	~~Wilson Cleaning~~		~~252-945-7667~~		Never present cwo -cla
Demika Cherry	Next Level Cleaning Svcs	services@nextlevelcomp-nc.org	252-228-5285		
Kimberly Pickett	Never Worry	K_artis80@neverworryd.com	252 698 2722		Left following downtown campus tour cwo -cla

Attachment #2 – Updated Property Information Chart

BUILDING	SQUARE FOOTAGE	START TIME	FREQUENCY	DESCRIPTION OF SPACE
Administrative Bldg.	3,720	5:30pm	M-F	Office Space – Break Area
121 W. 3rd St.				
Animal Shelter	5,000	5:30pm	M-F	Office Space - Clinical Space
3931 HWY 264 E.				
Courthouse	38,420	5:30pm	M-F	Basement – Office Space – Magistrate's office – ROD Storage Area – COC Storage Area
112 W. 2nd St.				1st Floor – Register of Deeds – Clerk of Courts – Courtroom- Office Space
				2nd Floor – Judges' Chambers – Courtrooms – Office Space
Courthouse Annex	9,680	5:30pm	M-F	1st Floor – Public Works Department – DA Office – Break Room
111 W. 2nd St.		5:30pm		2nd Floor – DA Office
Emergency Management	2,222	5:30pm	M-F	Office Space- Break Room
1420 Highland Dr.				
Farm Services	10,800	5:30pm	M-F	Office Space – Break Rooms
155 Airport Rd.				
Financial Service Center	8,495	5:30pm	M-F	Office Space – Break Room – Meeting Space
132 W. 2nd St.				
Health Dept.	16,654	5:30pm	M-F	Office Space – Clinical Space – Laboratory Space
1436 Highland Dr.				
Maintenance	36	5:30pm	M-F	Restroom ONLY
123 W. 3rd St.				
Oakland Bldg. (BCSO)	7,980	5:30pm	M-F	First floor only - Office Space – 911 Communications – Evidence Storage
210 N. Market St.				
Old Jail	4,482	5:30pm	M-F	1st Floor – Office Space
132 N. Market St.				2nd Floor – Office Space
Seaboard Bldg.	9,054	5:30pm	M-F	Office Space – Break Room
220 N. Market St.				
Tideland Bldg.	29,173	5:30PM	M-F	Office Space – Break Room – In-patient Care – Shower area
1308 Highland Dr.				**see Proposal Form for sq ft by area**
Horne Building	3,283	5:30PM	M-W-F	Office Space
227 N. Respess St.				

EXHIBIT 1 – TASK LIST

Daily General Cleaning:

Daily tasks must be performed each day, Monday through Friday, except County observed holidays. The daily Janitorial Checklist must be completed daily and returned to the Maintenance Supervisor. **(Exhibit 2)**

1. Empty trash cans by replacing plastic liners. Cans are to be washed, if needed.
2. Remove all materials marked with the word "trash".
3. Deposit all waste in dumpster or other designated container.
4. Dust and damp wipe all interior and horizontal surfaces.
5. Sweep and mop all uncarpeted floors and mats (including hallways, offices, and entrance areas). All floors must be kept clean, including stain and spot removal.
6. Vacuum all carpeted areas. Loose paper, pins, clips, and other trash shall be removed. Spot clean carpet as needed.
7. Clean and sanitize all chrome fixtures, including drinking fountains and door hardware.
8. Clean entry area windows and doors, internal and external.
9. Sweep outside entrances to sidewalk.
10. Clean up trash, paper, and litter inside and around the outside of building including the parking lot(s).
11. Wash and/or dust and spot clean walls, woodwork, switch plates, ledges, fire extinguishers and other areas exposed to dust, smudges, and scrapes.
12. Clean and sanitize kitchen/breakroom countertops, tabletops, chairs, sinks, and exterior of microwaves, stoves, and refrigerators.

Daily Restroom Cleaning

1. Replenish all restroom supplies.
2. Sweep and mop bathroom floors with a disinfectant cleaner.
3. Wash and sanitize toilets, seats, and urinals.
4. Clean and sanitize all sinks and countertops.
5. Damp wipe and polish all chrome surfaces and mirrors.
6. Wipe and sanitize all door hardware.
7. Dust all ledges, grills, and partitions to keep dust free and clean.
8. Clean and sanitize restroom walls, partitions, and shower walls/doors/curtains/mats.
9. Empty all waste cans by replacing plastic liners. Cans/disposal containers must be cleaned thoroughly.
10. Deposit all waste in dumpster or other designated container.

Weekly:

1. Dust and wipe railings, banisters, window sills, pictures on walls, and everything below 80" using a treated cloth.
2. Clean out and disinfect restroom floor drains.
3. Thoroughly clean, sanitize, and disinfect restroom floors.
4. Clean door kick plates.

CONTINUED ON NEXT PAGE

Attachment #3 – Updated Task List

Monthly:

1. Clean cove base/baseboards.
2. Clean all outside lights – remove cobwebs from lens covers and lamp housings.
3. Vacuum upholstered chair surfaces and dust chair legs.
4. Dust tables and legs of tables.
5. Dust vertical/horizontal blinds using a treated cloth.
6. Clean restroom walls and doors.
7. Re-stock deodorizers
8. Vacuum and dust Courthouse stairwells.

Quarterly:

1. High dusting and vacuuming to remove dust, dirt, and cobwebs from vents, corners, and ledges.
2. Clean cubicle walls/furniture.
3. Clean all real woodwork.
4. Clean all interior glass.

Semi-Annually:

1. Vacuum/dust/clean all vents/supplies/returns on walls and ceilings.
2. Buff all uncarpeted floors.
3. Clean and sanitize shower walls/doors/curtains/mats.

Annually:

1. Strip, re-wax and buff all uncarpeted floors.
2. Steam and sanitize all tile rest room floors.
3. Shampoo or steam clean all carpet.
4. Wash and dry all interior and exterior glass windows and doors.
5. Clean all interior electrical lights and related equipment.

Attachment #4 – Updated Daily Janitorial Checklist

EXHIBIT 2 – DAILY JANITORIAL CHECKLIST

Building: _____ **Date:** _____

Each category of service should be checked off as it is performed. If your answer to any item in a category service is "No", explain why the service was not performed in the comment section.

General Areas

Yes	No	
____	____	Empty trash cans by replacing plastic liners. Cans are to be washed, if needed.
____	____	Remove all materials marked with the word "trash".
____	____	Deposit all waste in dumpster or other designated container.
____	____	Dust and damp wipe all interior and horizontal surfaces.
____	____	Sweep and mop all uncarpeted floors and mats.
____	____	Vacuum all carpeted areas.
____	____	Clean and shine all chrome fixtures, including drinking fountains and door hardware.
____	____	Clean entry area windows and doors, internal and external.
____	____	Sweep outside entrances to sidewalk.
____	____	Clean up trash, paper, and litter inside and around the outside of building including the parking lot(s).
____	____	Wash and/or dust and spot clean walls, woodwork, switch plates, ledges, fire extinguishers and other areas exposed to dust, smudges, and scrapes.
____	____	Clean and sanitize kitchen/breakroom countertops, tabletops, chairs, sinks, and exterior of microwaves, stoves, refrigerators.

Restrooms

Yes	No	
____	____	Replenish all restroom supplies.
____	____	Sweep and mop bathroom floors with a disinfectant cleaner.
____	____	Wash and sanitize toilets, seats, and urinals.
____	____	Clean and sanitize all sinks and countertops.
____	____	Damp wipe and polish all chrome surfaces and mirrors.
____	____	Wipe and sanitize all door hardware.
____	____	Dust all ledges, grills, and partitions to keep dust free and clean.
____	____	Clean and sanitize restroom walls, partitions, and shower walls/doors/curtains/mats (if applicable).
____	____	Empty all waste cans by replacing plastic liners. Cans/disposal containers must be cleaned thoroughly.
____	____	Deposit all waste in dumpster or other designated container.

Comments: _____

_____

_____

Signature: _____ **Supervisor:** _____

112 WEST SECOND STREET
RENOVATED FRONT DOOR ELEVATION

Beaufort County, North Carolina
Department of Public Works
Facilities Maintenance Division

123 West 3rd Street | Washington, North Carolina | 27889
Phone (252) 946-9624 | co.beaufort.nc.us

Addendum #2

Issue Date: May 3, 2021

RFP FM-FY21-002 Janitorial Services

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum on its Proposal Form (Attachment E) for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

The Purpose of this Addendum is to provide the following information:

1. Floor plans (as available) and floor type breakdowns are included as **Attachment 1.**
2. **The deadline for questions has been extended to May 4, 2021 at 2:00 PM.**
3. Tideland Building – PORT Human Services will be cleaned 7 days per week.
4. No further background check requirements beyond those stated in the RFP and Addendum #1 are needed at this time.
5. Pictures of the kitchen/breakroom area of the Courthouse Annex building are provided in **Attachment 2.**

- END OF ADDENDUM -



Beaufort County, North Carolina
Department of Public Works
Facilities Maintenance Division

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Addendum #3

Issue Date: May 4, 2021

RFP FM-FY21-002 Janitorial Services

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum on its Proposal Form (Attachment E) for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

The Purpose of this Addendum is to provide the following information:

1. Section 4.1.2 –

   Q: The section states "no portion of the work...can be subcontracted...without prior approval". Are you allowing for subcontracting of the actual daily janitorial services? Are you allowing sub-franchising?

   A: No, sub-contracting work would be considered for specialized services, such as exterior glass cleaning, carpet cleaning, stripping/waxing/buffing, etc. Also, sub-franchising would not be allowed.

2. *Q: What are the current companies that hold these buildings and the annual contract amounts?*

   A: Janitorial services are currently provided by Coastal Carpet Cleaning and Wilson Cleaning Mobile Service. The total annual amount for the services is $290,310. However, the RFP includes an expanded scope of work from those services currently provided.

3. *Q: Is there any service required (other than sweeping and mopping) for the terrazzo flooring?*

   A: Frequency of services would be similar to VCT, using chemicals and procedures appropriate for terrazzo flooring.

4. *Q: Is the County anticipating one vendor for this contract or will it be broken down?*

   A: The County intends to award the contract to one vendor.

5. *Q: Are there any current day porters at any locations working hours of 8:00AM to 5:00PM?*

   A: No, we do not currently have day porters in any buildings. Due to COVID, we have had a single person cleaning high-touch areas only, but we anticipate this service ending soon.

- CONTINUED ON NEXT PAGE -

Beaufort County, North Carolina
Department of Public Works
Facilities Maintenance Division

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6. *Q: You mentioned that you had 25 badges. Are all badges currently being used by the current contractor?*

   A: Only select individuals have badges for access to buildings with card access systems at this time.

7. *Q: Are day porters allowed to be used during the 8:00AM to 5:00PM business day?*

   A: Per the specifications in the RFP, proposals need to be submitted based on the work schedule provided. However, a contractor may provide day porters as an additional available service.

8. *Q: Can you please clarify the maintenance requirements for the hardwood and wood laminate floors?*

   A: Hardwood and wood laminate floors should be dust mopped and cleaned daily using an appropriate chemical for the wood/surface type. Hardwood floor should be polished quarterly using an appropriate chemical. Further services to hardwood floors would not be included as a part of this contract.

9. *Q: We are assuming you want the VCT stripped/waxed and the ceramic cleaned/sealed. Correct assumption?*

   A: VCT care assumptions are correct. The ceramic care assumption is not correct. Ceramic tile should be cleaned, not sealed, per the provided schedule.

10. *Q: The Health Dept. floor plan said "1 of 2" but we didn't see a #2. Is there another floor included or just the one provided?*

    A: There is only the one page of floor plan. "1 of 2" was entered by mistake.

11. *Q: The annual task list says, "clean all interior electrical lights and related equipment". Can you please clarify what is meant by "related equipment"?*

    A: Related equipment is intended to mean all portions of a lighting fixture, such as lamp shades, cords, acrylic lenses, etc.

12. *Q: Do you have a count of the windows per building?*

    A: No, all buildings are accessible from public parking lots and may possibly be seen from Google Maps Streetview.

13. *Q: How many copies of the proposal should be submitted?*

    A: Please submit three (3) copies of the proposal.

- END OF ADDENDUM -

Bid Tabulation

Bid/Quote Tabulation

Project: FM-FY21-002
Date: May 6, 2021

Description: Janitorial Services
(as per RFP)

Vendor Name:	PreBid Meeting	Proposal Form	Statement of Qualifications	Client Reference	Acknowledgement of Amendments	NonCollusion Affidavit	Annual Cost
ECVC Inc.	X	X	X	X	X	X	$ 408,107.55
Janiking	X	X	X	X	X	X	$ 318,467.16
Coastal Carpet Cleaning	X	X	X	X	X	X	$ 714,013.00
Wilson's Cleaning	NO	X	X	X	NO	X	$ 237,036.00
Crystal Clean Bldg Service	X	X	X	X	X	X	$ 818,892.00
ServiceMaster	X	X	X	X	X	X	$ 248,988.00
American Facility Services	X	X	X	X	X	X	$ 235,272.60
Next Level Cleaning Services	X	X	X	X	X	X	$ 286,680.00

Authorized Signature / Commissioner :

Witness: Hollie Jones 5/6/2021

Attachment B

PROPOSAL FORM

DUE DATE/TIME: Thursday, May 6, 2021 at 2:00 pm

To: **Beaufort County**
Purchasing Department

From: American Facility Services, Inc.
Vendor Name

1. Response

The undersigned hereby certifies that he/she has read the requirements and specifications for providing janitorial services in accordance with Beaufort County's Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the specifications.

2. Exceptions

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the County's Request for Proposal.

☒ No Exceptions

☐ Exceptions:

_____

_____

_____

3. Technical competence, Experience, & Business Operations (*additional pages may be used*)

- Brief history of company:

American Facility Services Company, Inc is a widely respected commercial janitorial firm. Established May 15, 1991, as a Georgia Corporation, we began providing janitorial and custodial services for private organi ations and governmental agencies under the name of Atlanta Building Maintenance Company, Inc. In December, 2007, the name was changed to better reflect our nationwide presence. We have a long, successful history of performing work in the Southeast and are in good standing with federal, state, and municipal jurisdictions.

- Industry experience & size of past and current accounts:

American Facility Services currently conducts business in nine southeastern states and has approximately 800 permanent employees, over 500 contracts in place, and services over 50 million square feet. Over the past five years, we have maintained a similar customer base. Our range of customers is wide, from small offices to large contracts with multiple facilities requiring specific considerations and the majority of our customers renew their contracts with us.
AFS currently has numerous contracts with many public agencies, some of which are provided as references. We work for the cities of Atlanta, Dallas, Fort Worth, and Columbia SC , as well as numerous county governments and school districts. These city and county government projects include a variety of building types and specifications.

- Describe hiring practices and staff development programs:

Immediately upon notification of contract award, AFS will fill all positions required. AFS will make every effort to retain the current staff, as long as they continue to meet our qualifications. All personnel must have at least two years' experience in the janitorial field; be able to communicate in writing and orally in English language; be a U.S. Citizen or possess an Alien registration receipt card form 1051 and be legally able to work in the United States. E-verify confirmation of the documentation presented by an applicant is performed, as well as personal and previous employment reference checks. After all the above is verified to our satisfaction, all new hires undergo a criminal background check including fingerprinting. Any additional checks required by our clients will be conducted with results available if required.

- Names & experience of proposed on-site supervisors:

Please see attached resume

- Size and depth of staffing plan:

Please see attached staffing plan

- Equipment to be provided and used (model & age):

Please see attached equipment plan

- Chemicals to be provided and used:

Please see attached chemical list

American Facility SERVICES

STAFF RESUME
Mark Thompson
Contract Manager

SUMMARY

- Over 25 successful years of operations management and marketing experience in commercial office services and the janitorial industry.
- Strong history of consistent and significant contributions to company goals for business retention, growth and profitability.
- Outstanding customer relations skills that have enabled continued advancements and promotions within the industry.
- 8 years of military service, serving both as an enlisted NCO and Commissioned Officer.

EXPERIENCE

American Facility Services, Inc., Alpharetta, GA
Account Executive, Contract Manager, 2007 – Current
Overall responsibility for sales, operations, and customer service for assigned accounts.

General Building Maintenance, Atlanta, GA
General Manager, 2001 - 2007

- Overall responsibility for sales, operations, customer services, subcontracting, employee recruitment and development of a $5 Million Dollar branch.
- Rewrote ISO quality control program and procedures for Atlanta branch and managed 65 properties under ISO guidelines. Received 3 ISO recertification's during tenure.
- Sold over 4 million square feet of Janitorial service contracts, while continually maintaining relationships with my current customer base that resulted in a 95% retention rate.

OneSource
Senior District Manager, 2000 – 2001, Atlanta GA
District Manager 1999-2000, Tampa Fl.

- Successfully integrated and merged Coastal States' Tower Cleaning Franchising with Tampa's OneSource Branch.
- Developed into OneSource's most profitable Southeast region branch.
- Restructured entire Atlanta operation to bring profitability goals and loss of business percentages to targeted goals.

Coastal States Industries, 1987-1999
Area Supervisor, Division Manager, Operations Manager

- Managed 350 full and part-time Managers, Supervisors, floor and carpet technicians, cleaning 5 million square feet of commercial office space in greater Tampa area.
- Developed, organized, and managed a Master Tower Franchise Company, integrating its operations with branch.
- Helped start-up a satellite branch in Orlando, growing it into a $3 M operation.

U.S. Army, Ft. Huachuca, AZ
Captain, 1982 - 1987
Graduated from U.S. Army's Intelligence Center and School, Instructed Field Grade Officers on Soviet Tactics, Intelligence Officer for Tank Battalion.

EDUCATION

Winona State University, Winona, MN
B.S. Hospital Administration

- Cadet Commander, ROTC
- Co-Captain, Football

American Facility SERVICES

PROPOSED STAFFING PLAN

	SF	Total Hours per Day	Days per Week	Number of Cleaners
Administrative Building	3,720	0.8	5	1
Animal Shelter	5,000	1.1	5	1
Courthouse	38,420	8.5	5	2
Courthouse Annex	9,680	2.2	5	1
Emergency Management	2,222	0.5	5	1
Farm Services	10,800	2.4	5	1
Financial Service Center	8,495	1.9	5	1
Health Department	16,654	3.7	5	1
Maintenance Shop	3,040	0.7	5	1
Oakland Building	23,940	5.3	5	1
Old Jail	4,482	1.0	5	1
Seaboard Building	9,054	2.0	5	1
Tideland	29,173	6.5	5	1
Horne Building	3,283	0.7	3	1

Please note that our first priority is the cleanliness of your facility. Staffing levels may be adjusted to assure adherence to quality standards.

American Facility SERVICES

EQUIPMENT

AFS proposes to use the following equipment on this contract.

Manufacturer	Proposed Quantity	Description	Model Number
ProTeam	As needed	Back Pack Vacuums	106577
Sanitaire	As needed	Vacuums	SC9180
Tennant	As needed	High-Speed Burnishers with Dust Control	9007349
Nobles	As needed	Slow Speed Buffers, 20", 1.5 HP Motor	9007336
Nobles	As needed	Walk Behind Carpet Extractors	9007486
Rubbermaid	As needed	Trash Tilt Carts	1011
BETCO	As needed	Walk Behind Scrubber-20"	E8302600
BETCO/Genie	As needed	Walk Behind Scrubber-14"	6285408
Nobles	As needed	Wet/Dry Vacs	9007469
Victory	As needed	Electrostatic Disinfectant Sprayer	VSBACK
Kaivac	As needed	Kaivac Restroom Machine	1250
BETCO	As needed	Fast Draw chemical dispensers	9104 3-00
Gator	As needed	Trash Barrels-Brute 44 Gallon	7744-3
Rubbermaid	As needed	Brooms	various
Rubbermaid	As needed	Lobby Dust Pan	2531
Willen	As needed	Mop Handle and Heads with Buckets	A70312 & A414132
O'Dell	As needed	24" Dust Mops	CL245
Rubbermaid	As needed	Wet Floor and Restroom Closed Signs	various
Golden Star	As needed	Micro-Fiber Cloths	various
Impact	As needed	Spray Bottles and Triggers	various
Rubbermaid	As needed	Toilet Brushes, Wool Dusters	various
Echofiber	As needed	Micro Fiber Mops	various

This list contains our standard equipment that is normally used to perform our janitorial services. Equipment required by the solicitation or contract that is not listed here can be provided. **All equipment will be new or in like-new condition** at the start of the contract. Any equipment that is used with have been cleaned and tested prior to use on this contract. AFS has a $5M total inventory of equipment and an excellent long-term relationship with our supplier, XPEDX, so that we can receive additional equipment and repairs without delay.

American Facility SERVICES

CHEMICALS and SUPPLIES

This represents the standard list of chemicals / cleaning products normally provided.

Manufacturer	Name	Description	Product Number
Betco	Fiber Pro Spot Bet	Heavy Duty Carpet Spot Removal	425
Betco	Hard as Nails	Wax	659
Betco	Bonbet	Carpet Shampoo	408
Betco	Ax-It Plus	Stripper	154
Betco	AF315	AF315 Disinfectant Cleaner	31547-00
Betco	pH7	Neutral Daily Floor Cleaner	138
Betco	Clear Image	Glass Cleaner	092
Betco	Best Scent	Odor Counteractant	23147-00
Claire	Graffiti Remover	Graffiti Remover	CL870
Reliable	Lotion Hand Soap	Liquid Hand Soap	
Betco	PH7q Dual	Germicidal Disinfectant Cleaner	
Betco	AF79	Liquid Toilet Bowl Cleaner	
Strauble	3.358" X 1000'	Toilet Tissue	
Kimberly Clark	Surpass Hard Roll	Hand Paper Towel	

Posting of SDS Sheets will be done at job site as required.

4. Contract Amount

Vendors shall provide Turnkey, Firm Fixed Pricing for which the vendor intends to service. The Firm Fixed price shall be inclusive of labor, tools, equipment, materials, supplies, transportation, general and administrative overhead, and profit needed to provide service in total compliance with the services required per the RFP.

Item #	DESCRIPTION	UNIT COST PER MONTH	ANNUAL COST
1	Administrative Building	$ 481.95	$ 5,783.40
2	Animal Shelter	$ 648.00	$ 7,776.00
3	Courthouse	$ 4,978.80	$ 59,745.60
4	Courthouse Annex	$ 1,254.15	$ 15,049.80
5	Emergency Management	$ 287.55	$ 3,450.60
6	Farm Services	$ 1,399.95	$ 16,799.40
7	Financial Service Center	$ 1,101.60	$ 13,219.20
8	Health Department	$ 2,157.30	$ 25,887.60
9	Maintenance Shop	$ 135.00	$ 1,620.00
10	Oakland Building	$ 1,034.10	$ 12,409.20
11	Old Jail	$ 580.50	$ 6,966.00
12	Seaboard Building	$ 1,173.15	$ 14,077.80
13	Tideland – Outpatient(4,550 sq. ft.)	$ 588.60	$ 7,063.20
14	Tideland - Central Area(19,805 sq. ft.)	$ 2,566.35	$ 30,796.20
15	Tideland - Port Human Services(4,818 sq. ft.)	$ 895.05	$ 10,740.60
16	Horne Building	$ 324.00	$ 3,888.00
	TOTAL	$ 19,606.05	$ 235,272.60
	Carpet Cleaning (per SF)		$ 0.16

5. Acknowledgement of Amendments

Failure to acknowledge receipt of all amendments may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the proposal.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. 1, Dated 4/30/21

Amendment No. 2, Dated 5/3/21

Amendment No. 3, Dated 5/4/21

6. Subcontractor Use

I [☒ do ☐ do not] propose to subcontract some work on this project. I propose to sub-contract work to the following subcontractors:

NAME & ADDRESS	TYPE OF WORK
Rocky Top Cleaning 5635 Gumtree Rd., Winston Salem, NC 27107	Janitorial Services

Vendor Name: American Facility Services, Inc.

Address: 1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

Signature of Authorized Representative: Harold Cargill

Title: Vice President

Phone Number: 770-740-1613

Date: 5/3/21

SEAL

Subscribed and sworn to before me, this the 3rd *day of* May, *20* 21.

Notary Public Andrea Lorraine Nugent

County of Forsyth, ~~*NC*~~ GA

My Commission expires 10/2/23

ANDREA LORRAINE NUGENT
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires 10-2-2023

(SEAL)

Attachment C

STATEMENT OF QUALIFICATIONS

1. Name and Address:

American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

2. Contact Person for this Project: Mark Thompson
Phone No: 770-318-4318
Email address: mthompson@amfacility.com

3. Number of years the Vendor has been engaged in the janitorial/cleaning business under the present firm name, as indicated above: 30 years in the janitorial business, 14 years under this name

4. Company Federal ID#. 58-1950842

Attachment D

CLIENT REFERENCE

Reference #1

Company Name	Forsyth County, NC
Contact Name	John Stakeman
Title	Facility Services Manager
Phone Number	336-703-2216
Scope of Services Provided	Since June, 2017 AFS has been providing janitorial services for 9 buildings totaling over 700,000 SF including the Hall of Justice, Public Health Building, and the Central Library.

Reference #2

Company Name	Town of Apex
Contact Name	Patrick Lechner
Title	Facilities Manager
Phone Number	919-268-5218
Scope of Services Provided	AFS provides janitorial services for 10 different buildings including the Police Department totaling 157,000 SF. Contract began November, 2018.

Reference #3

Company Name	Nash County
Contact Name	Mike Phillips
Title	Assistant Director of Public Facilities
Phone Number	252-462-2678
Scope of Services Provided	AFS provides janitorial services for 8 different buildings including the Sheriff s office and Court House totaling 110,000 SF. Contract began December, 2018.

Attachment E

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Harold Angel, being first duly sworn deposes and says that:

1. He/she is the Vice President (title) of American Facility Services, Inc. (company name);

2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;

3. Such bid is genuine and is not collusive or sham response;

4. Neither the said responder, 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 responder firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding 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 responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders , to fix any overhead, profit, or cost element of the response price, if applicable, of any other responder or 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 response are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Harold Angel (SEAL)

Vice President (TITLE)

Subscribed and sworn to before me,
this the 4th day of May, 2021.

Notary Public Andrea Lorraine Nugent

County of Forsyth, ~~NC~~ GA

My Commission expires 10/2/23 (SEAL)

ANDREA LORRAINE NUGENT
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires 10-2-2023

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Presentation

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Finance Report

Summary of Information: The County Finance Officer will present financial information to the Board of Commissioners.

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Decision

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Additional Funding Awarded for the 2019 Essential Single Family Rehabilitation Loan Pool & PO Approval

Summary of Information: On June 22, 2021, the County was awarded an additional $200,865 from the NC Housing Finance Agency under the Essential Single Family Rehabilitation Loan Pool program for the rehabilitation of 5 additional homes at a budgeted amount of $190,000 and $10,865 was awarded to cover overages on repairs to homes funded in the original award. The Board needs to adopt the attached Budget Amendment to recognize the additional grant funds that have been awarded and appropriate the funds to complete the rehabilitation and program administration work. Approval of two purchase orders exceeding the $30,000 threshold also need to be approved. No County dollars are involved in this project.

Submitter Recommendations/Motions: Approve the attached Budget Amendment in the amount of $200,865 and approve the two attached purchase orders.

Attachments:

Notice of Award

Budget Amendment

2 Purchase Orders

MODIFICATION OF THE 2019 ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL FUNDING AGREEMENT ESFRLP1901

This Modification of the 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding and Written Agreement for Subrecipients (the "Agreement") is entered into on the 21st of June 2021 between the North Carolina Housing Finance Agency, a public agency and instrumentality of the State of North Carolina, (the "Agency") and Beaufort County (the "Member Organization" or "Member").

RECITALS

WHEREAS, the parties previously entered into that certain 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding Agreement dated 12th of July 2019 (the "Original Agreement") pursuant to the ESFRLP19 Program Guidelines (the "Program Guidelines"); and

WHEREAS, the Original Agreement provided, in part, that the Member would be allocated a Subaward in the amount of $190,000; and

WHEREAS, the Member requested additional funds for a total allocation of $390,865; and

WHEREAS, the Agency awarded additional funds to the Member for a total subaward of $390,865; and

WHEREAS, the parties desire to modify the Original Agreement to reflect the total funds allocated upon and subject to the terms, covenants and conditions and agreements herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Member, intending to be legally bound, hereby agree as follows:

I. Acknowledgments, Affirmations, Representations and Representations and Warranties

The Member acknowledges and affirms that:

1. All of the statements contained herein are true and correct.
2. All representations, warranties and covenants contained in, and schedules and exhibits, if any, attached to the Original Agreement are true and correct on and as of the date hereof, are incorporated herein by reference and are hereby remade.
3. Other than as stated herein, the Member is in compliance with the terms of the Original Agreement, and no condition exists which would constitute an event of default under the Original Agreement or Program Guidelines but for the giving of notice or passage of time, or both.

II. Agreement to Modify Original Agreement

The Original Agreement is hereby modified as follows:

1. All references to the amount of funds obligated, awarded, reserved and/or allocated under the Original Agreement shall reflect a funded amount not to exceed $390,865.

2. All references in the Original Agreement shall mean the Original Agreement amended hereby.

III. Miscellaneous

1. This Agreement is a modification of the Original Agreement, and not a novation; rather, it constitutes a modification of the terms of an existing contractual relationship between the parties in order to increase the total funds awarded to the Member, and is not intended as a cancellation of the original obligation or the creation of a new contract. The parties to this instrument confirm the terms of the Original Agreement and all other related documents, as modified by this Modification.

2. All references in the Original Agreement shall mean the agreement as amended hereby.
3. Except as expressly amended and modified herein, the Original Agreement remains unmodified and in full force and effect.
4. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof, and supersedes any prior agreements, understandings, restrictions, warranties, or representations between the parties with regard thereto.
5. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
6. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, such provision shall be severed from this Agreement, and the other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, Member and Agency have signed this Modification of the 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding Agreement on the date written above.

Beaufort County

By: *Brian Alligood*

Its: County Planner

North Carolina Housing Finance Agency

By: *Michael Handley*

Its: Manager of Housing Rehabilitation & Compliance

Beaufort County
Finance

Budget Amendment Request

Department: **ESFRLP Grant Fund** **Date of Request:** **7-6-21**

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
301-3525-426100	Housing Finance Agency Grant Rev.	200,865	
301-4965-569320	Housing Rehabilitation	200,865	

Department Justification:

To recognize and appropriate additional funding awarded on 6-22-21.

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

County Position No. _____

State Position No. _____

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

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Decision

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Voting Delegate - 2021 Annual NACo Conference

Summary of Information: A voting delegate and an alternate are needed for the 2021 annual NACo business meeting being held on Monday, July 12, 2021 in Prince George County, MD. The voting delegate will represent Beaufort County and will vote on resolutions that set NACo legislative and association policy for the coming year. They will also elect NACo officers for the coming year.

The Commissioners attending this year are Vice-Chairman Langley, Commissioner Booth and Commissioner Richardson.

Submitter Recommendations/Motions: Chose a delegate and an alternate amongst the Commissioners attending.

Attachments:

.

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: County Website Design and Hosting

Summary of Information: At a regular meeting on October 5, 2020, the Board of Commissioners voted 6-0 (Commissioner Langley excused to leave early) to issue a request for proposals (RFP) for re-design of the County's website and hosting for a 5-year term. On May 12, 2021 the Purchasing Officer posted the RFP on the State of NC Interactive Purchasing System website, the State of NC Historically Underutilized Businesses website, the County website and directly sent the RFP to three vendors who had previously requested a copy. Proposals were received on June 9, 2021. A bid tabulation is attached.

An evaluation committee consisting of the Purchasing Officer, the Computer Systems Administrator II, and the Computer Systems Administrator I reviewed the proposals and recommended that CivicPlus be awarded a contract to re-design the County website and provide hosting services for a 5-year term. Attached is a copy of the proposal from CivicPlus and the recommendation highlights from the evaluation committee.

Fiscal Impact: Re-design fee and first year hosting services for a total of $30,273. Funds are available in the FY 21-22 budget for this project.

Submitter Recommendations/Motions: Authorize and approve staff to execute all required documents for a contract with CivicPlus to re-design the County's current website and provide hosting services for a 5-year term with an initial cost of $30,273 using funds existing in the FY 21-22 budget.

Attachments:
1. CivicEngage Proposal
2. Recommendation Highlights
3. Bid Tabulation

Bid/Quote Tabulation

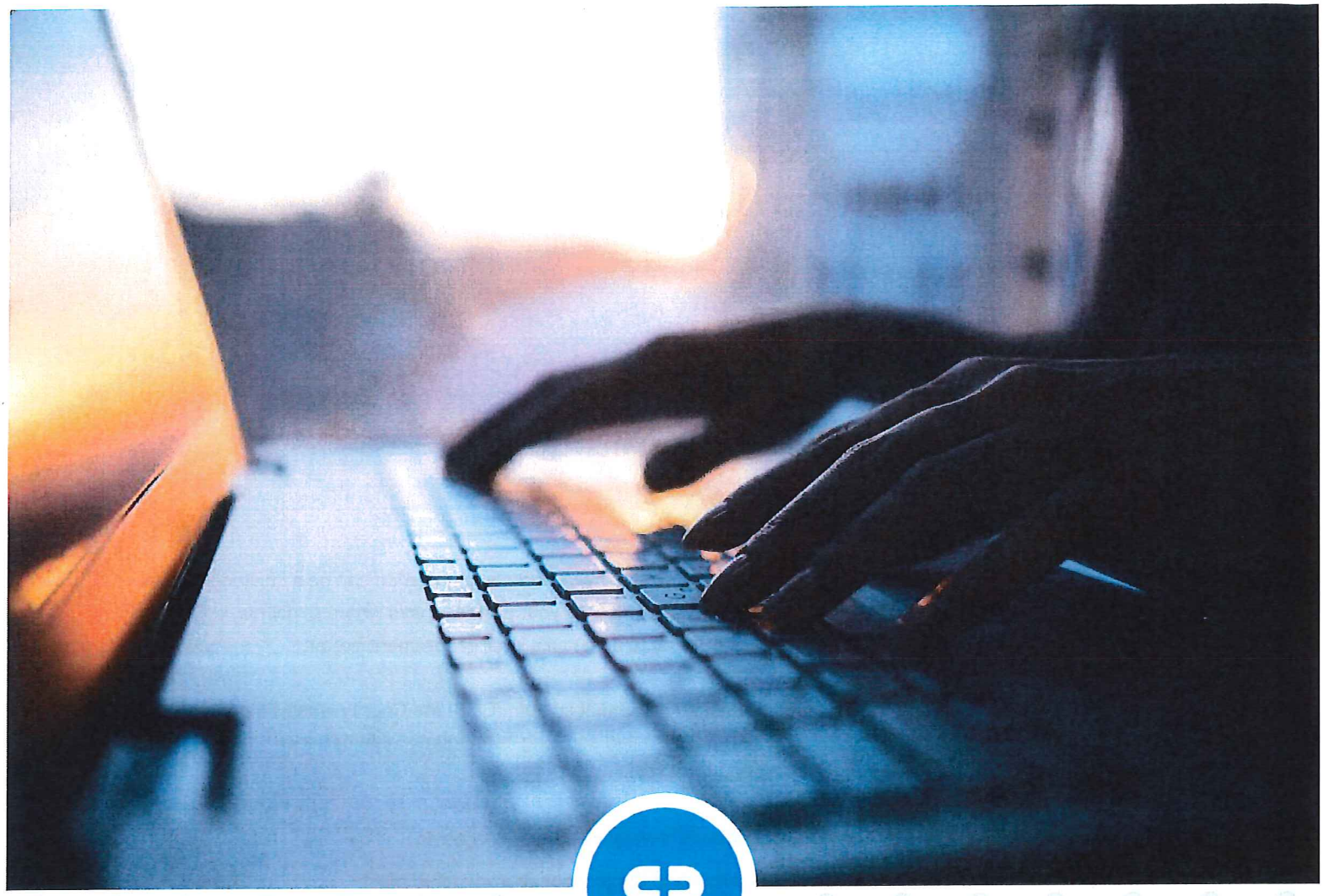
Project: RFP BC-FY21-001
Date: June 11th 2021

Description: Website Design & Development (as per RFP)

Vendor Name:	Exec Summary	Comp Profile	Project Team	Experience	Implementation Plan	Ongoing Services	Investment Proposal	1st Year Fees	Fees Year 2	Anti-Collusion Affidavit	Acknowledgment of Addendum	Exhibit A
Paramount Software Solutions	X	X	X	X	X	X	X	$151,700	$35,000	X	X	X
Unleashed Technologies	X	X	X	X	X	X	X	$180,500	$20,000	X	X	X
Eagle Eye Marketing	X	X	X					$25,480	Not listed		X	
219 Group	X	X	X	X	X	X	X	$33,706	$4,500		X	X
Kyyba, Inc.	X	X	X	X	X	X	X	$287,700	$153,800	X		X
Civic Plus	X	X	X	X	X	X	X	$30,273	$5,250	X	X	X
GHD Limited	X	X	X	X	X	X	X	$91,385	$15,900	X	X	X
North South 804	X	X	X	X	X	X	X	$212,400	$30,000	X	X	X

Authorized Signature / Commissioner: Edwin Gould

Witness: Hallie Jones



CIVICENGAGE CENTRAL

RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Beaufort County, North Carolina

Presented by | David May, CivicEngage Account Executive

CIVICPLUS

June 9, 2021

Hollie Jones
Purchasing Officer
Beaufort County
132 West 2nd Street
Washington, NC 27889

RE: Request for Proposal # BC-FY21-001: Website Design and Development

Dear Ms. Jones and/or Selection Committee:

Meeting the need of society's expectation of instant access to news and communication can be a challenge when you don't have the tools and resources to get the job done right. As your partner, that's where CivicPlus, LLC (CivicPlus) can help. We are passionate about our mission to help make local government better.

With the CivicEngage Central (CivicEngage) content management system (CMS) the County won't simply be getting a website – you'll also obtain the tools to build a trusted and long-term relationship between you and your citizens. By partnering with CivicPlus, you'll receive:

- Responsive design that is available to your citizens from anywhere on any device
- Comprehensive suite of modules and tools tailored to the functionality you need most
- Hands-on migration of existing content by our team of experts
- 24/7/365 support with secure hosting and maintenance

Your new site will be developed on the most robust and flexible CMS available. CivicEngage is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your citizens and staff in more efficient ways.

We welcome the opportunity to discuss our proposed solution for the County and answer any questions you may have about partnering with CivicPlus and CivicEngage.

Sincerely,



DAVID MAY
CivicEngage Account Executive
may@civicplus.com
785.370.7821



AMY VIKANDER
Vice President of Client Services
(authorized to bind CivicPlus)

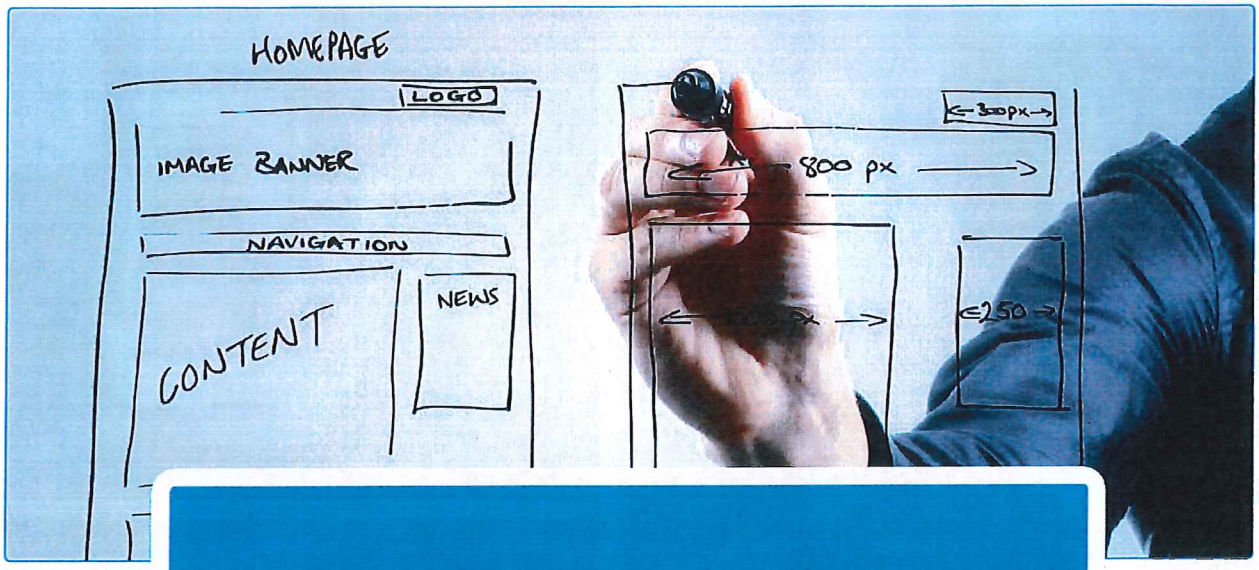
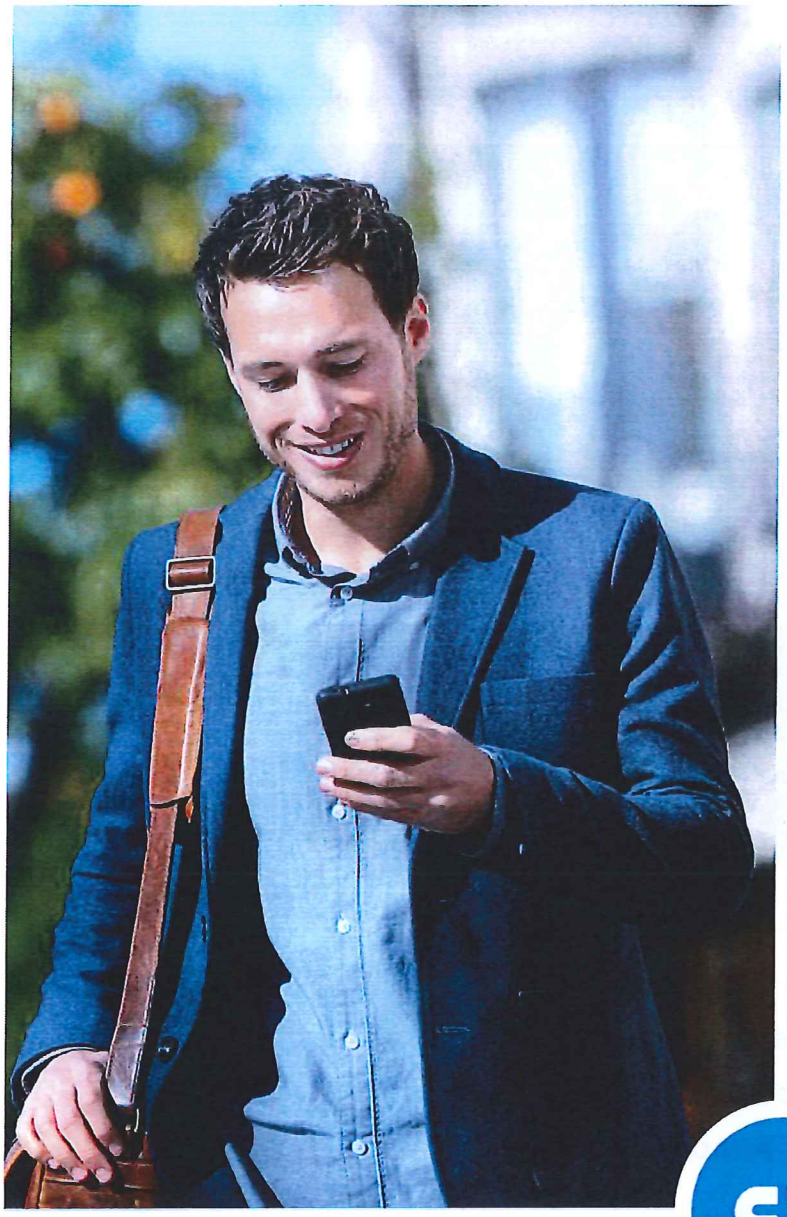
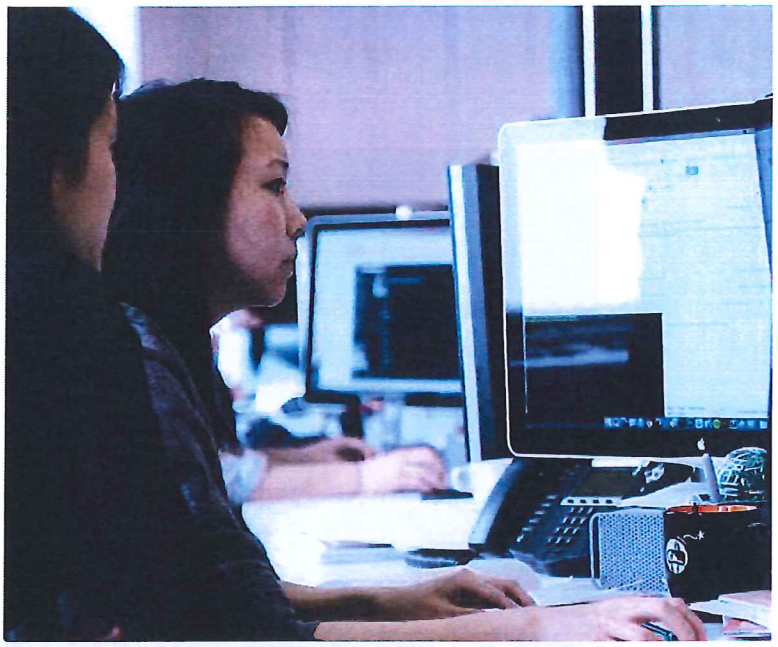
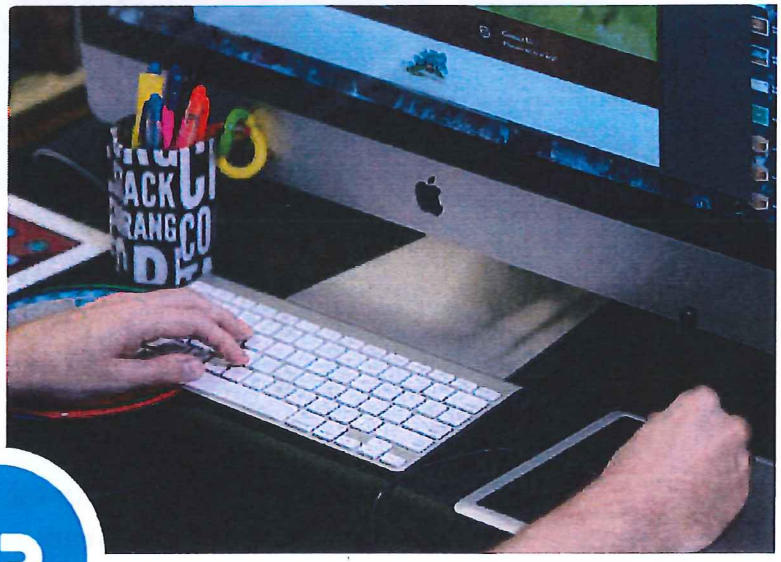


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1 Executive Summary
4 CivicPlus Company Profile
6 Project Team
11 Experience
15 Features, Functionality, & Design
31 Implementation Plan
36 Ongoing Services
40 Investment Proposal & Fees
43 Additional Products Offered







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Executive Summary

EXECUTIVE SUMMARY

Overview & Summary

Content Management System

- Streamline your processes and add self-service options to reduce calls and walk-ins with our easy-to-use content management system specifically designed for local government.
- Provide access to your website from any device, screen size, and orientation with CivicEngage's responsive and optimized design.
- Ensure your citizens can access information with a website that is highly compliant with the accessibility standards outlined within Section 508 and WCAG Level A & AA at go live.

Implementation

- Rely on a dedicated team of industry experts as they guide you through implementation.
- Collaborate with your Art Director to develop a design that captures your unique community and takes advantage of CivicEngage's tools.
- Enhance your content for usability and accessibility with intuitive navigation as our Content Development Team performs a hands-on migration of content, documents, and images to your new website.
- Participate in personalized education led by a CivicPlus Trainer so you can confidently update your website long after launch.

Hosting, Security, & Support

- Maintain peace of mind with an enterprise-level hosting environment monitored 24/7/365 and backed by a guaranteed 99.9% uptime (excluding maintenance).
- Access your website from nearly any device with an internet connection with our cloud-based solution.
- Reach out to our award-winning, in-house support available via chat, phone, and email with your questions or access self-service tutorials and user guides on the CivicPlus Help Center 24/7/365.
- Receive continuous system updates to keep your system running at the optimal capacity.
- Partner with your Client Success Manager who will help you use the tools and products CivicPlus offers to create an ongoing strategy to better engage your citizens.

Key Differentiators

Integrated Platform

CivicPlus is an integrated technology platform for local government. The CivicPlus Platform is the first of its kind to bring a secure, single sign-on central dashboard with access to multiple CivicPlus products in one location.

Experience

We bring over 20 years of experience helping our clients work better and smarter through their web environment.

Design Process

Our process combines the creativity of our in-house designers with proven functionality to reach the perfect end result.

Navigation

We've helped hundreds of clients effectively organize their website taxonomy and content structure. Your redesigned site will provide your residents with an intuitive, user-friendly architecture.

Live Edit

CivicEngage's Live Edit feature allows you to view your webpages and see how the information looks before publishing to your public.

Community

CivicEngage users have their own network, ENGAGEXCHANGE, to connect with more other government entities on the same platform to share ideas, ask questions, and much more.

Training

After your initial instruction in the system, we offer continued training and resources through the CivicPlus Help Center that helps you and your staff remain fresh and up-to-date with our system.

Future

Our development staff will stay by your side, rolling out new features, new applications, and new suggestions so you can better serve your community.







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

CivicPlus Company Profile

Company Overview

Legal Name

CivicPlus, LLC, a Kansas limited liability company

Company History

At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for website design & content management, recreation management, mass communications, agenda & meeting management, employee management, 311 & citizen requests, and digital optimization.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

Length of Time in Business

CivicPlus has been providing web solutions for our clients for over 22 years.

Number of Current Employees

CivicPlus currently employs more than 350 employees.

Main Point of Contact

David May, CivicEngage Account Executive
785.370.7821 | may@civicplus.com

4,000 +

local government clients across the United States and Canada

20 +

years of experience with a focus to help local governments

350 +

employees, many with experience in local government

Recognition

Inc. 5000

10-time Inc. 5000 Honoree

GOVTECH 100 COMPANY 2021

govtech.com/100

Technical Support

THE STEVIES

Recognized with multiple, global Stevie® Awards for sales and customer service excellence







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

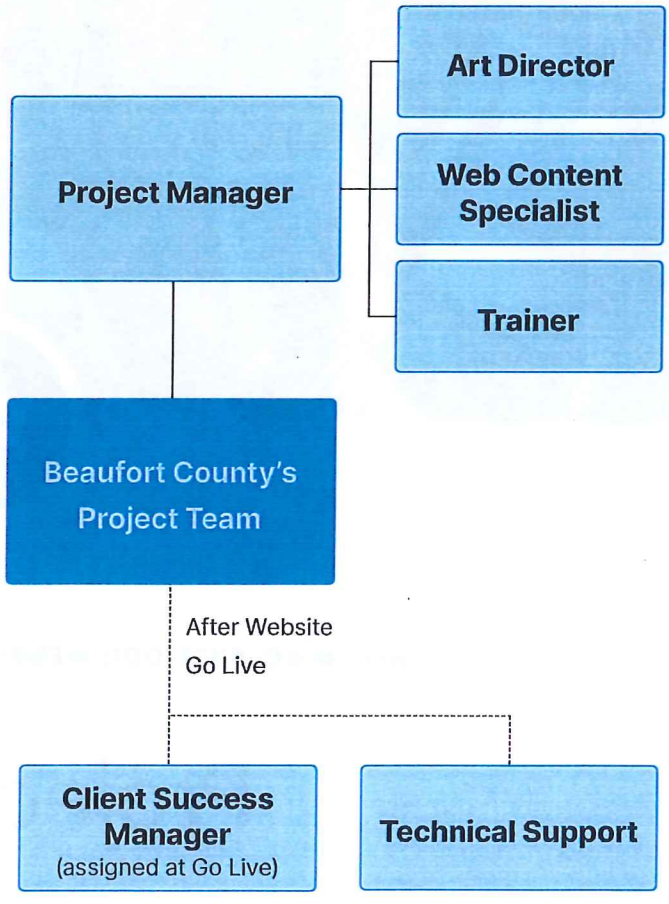
Project Team

PROJECT TEAM

Your CivicEngage Team

From project management to design and development to training and support, a project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign individual team members at the project start. This way we can be sure they will be available to begin your project immediately and work directly with you throughout the entire process. As such, we do not provide names or resumes of team members during the RFP process. Rest assured that your project team, once assigned, will deliver the attention and effort you need and deserve to create a website that achieves your vision of success.

- **Project Manager** – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope
- **Art Director** – Establishes vision for website design, collaborates with graphic design team to create website design to meet your needs, coordinates design application to functioning website
- **Web Content Specialist** – Guides content development process, ensuring application of best practices for usability and accessibility
- **Trainer** – Educates your team to use the CivicEngage content management system, demonstrates effective use of tools and functionality



PROJECT TEAM

Communication

Project Management Tools

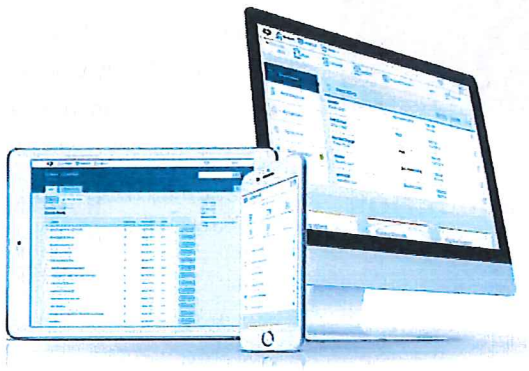
Communication between you and your CivicEngage team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software, Mavenlink, will keep all stakeholders involved and informed. Mavenlink offers task management transparency with a multi-level work breakdown structure, Gantt Chart-based project plan, and a focused communication channel.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Conversations are linked to files and tasks for easy reference
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Mavenlink combined with regular check-ins with your Project Manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Subcontractors

Your website will be designed, developed, implemented, and hosted by CivicPlus trained professionals. No aspect of the development or implementation of your project will be outsourced or subcontracted.



PROJECT TEAM

Team Leaders

Our expert project leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.



Millard Rose

VICE PRESIDENT / GENERAL MANAGER OF CIVICENGAGE

Millard brings over 20 years of experience in the government software industry, with over 17 of those specifically working with government websites. He oversees the strategic direction and day-to-day management of all CivicEngage platforms which support over 4,000 clients of all sizes and government sectors.

EDUCATION

BBA Management

RESUME

President
Vice President of Sales

20+ YEARS EXPERIENCE

Multiple Leadership Positions
Product Strategy
Sales & Marketing



Adam Block

DIRECTOR OF IMPLEMENTATION

Adam oversees the teams responsible for creating your CivicEngage website to ensure you are satisfied with your end product and implementation experience. This includes our implementation team managers, project managers, art directors, web content specialists, and resource teams.

EDUCATION

BS Business Administration
Management
Economics

RESUME

Lead Project Manager
Financial Services

10+ YEARS EXPERIENCE

Project Management
Business Management
Team Building
Customer Service



Jeremy Wilson

MANAGER OF CLIENT SUCCESS

Upon launch of your website to the public, Jeremy will assign a Client Success Manager to your account. Your dedicated Client Success Manager will partner with you to create an ongoing strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

EDUCATION

BS Political Science

RESUME

Assistant Manager of Account Management
Solutions Specialist

5+ YEARS EXPERIENCE

Customer Service
Leadership Sales
Team Building



Constance Cooke

DIRECTOR OF CLIENT SUPPORT & IT

Constance manages all CivicPlus technical support teams and our internal IT department. The support teams operate on a three-tier, product-specific escalation process to report technical issues to the product development teams and work hand-in-hand with our Help Center to continually improve online assistance.

EDUCATION

BA English, Communication

RESUME

Technical Support Specialist
Documentation and Communications Manager

5+ YEARS EXPERIENCE

Technical Support
Business Management
Team Building
Customer Service



Jim Flynn

DIRECTOR OF INFORMATION SECURITY & INFRASTRUCTURE

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

EDUCATION

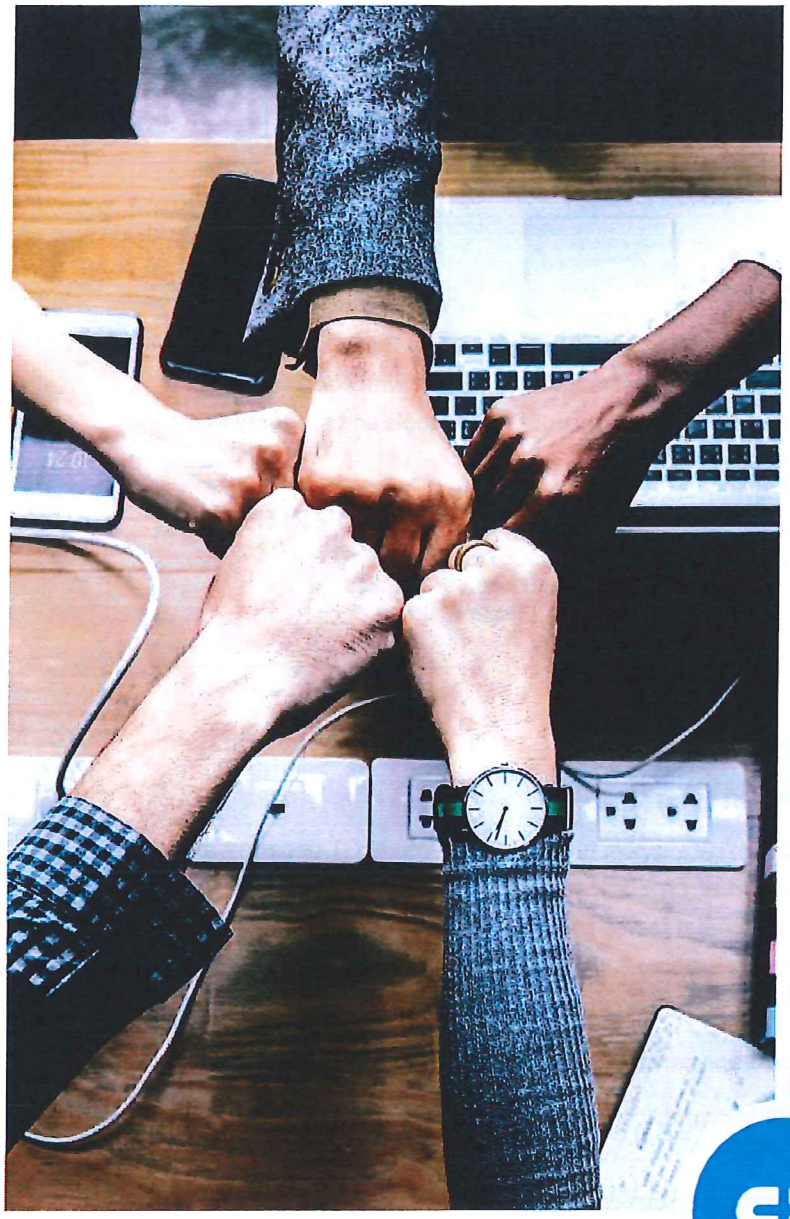
BA Computer Information Systems

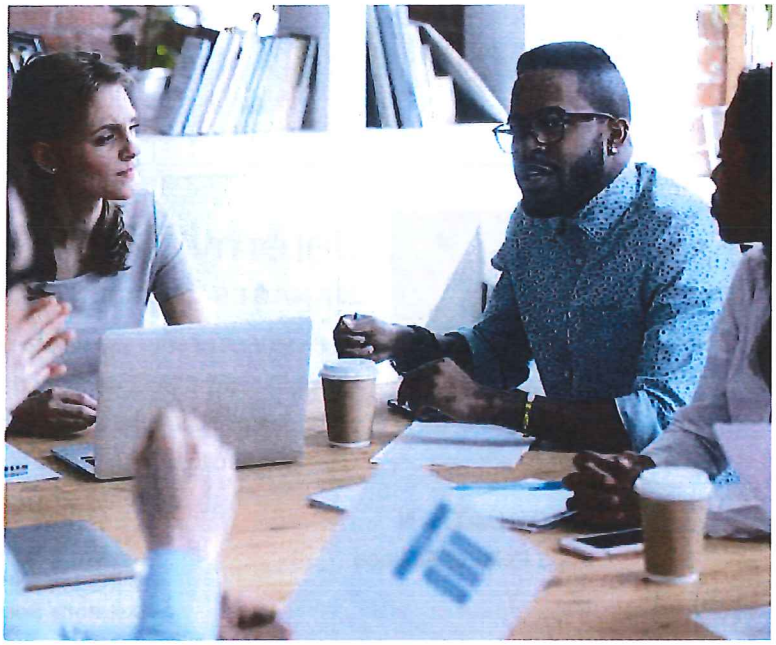
RESUME

Chief Systems Architect
Information Technology Director
Software Engineer

18+ YEARS EXPERIENCE

Cybersecurity
Network Infrastructure
System and Software Architecture







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

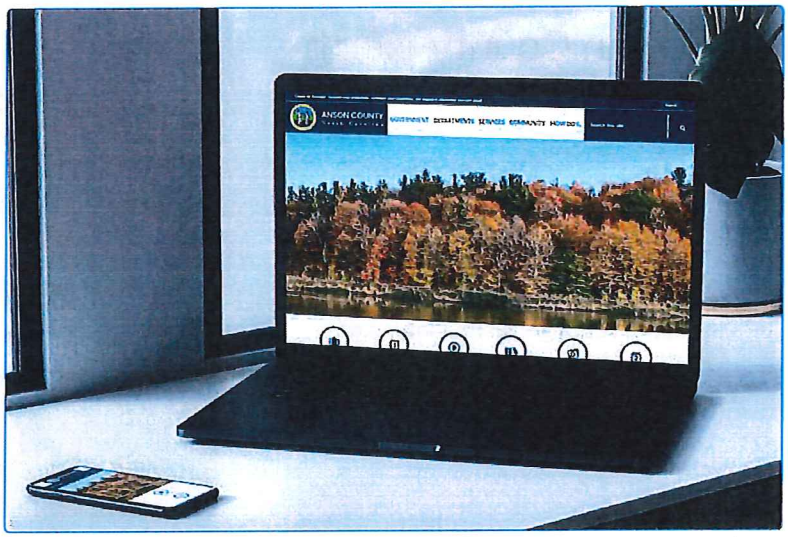
Experience

EXPERIENCE

References

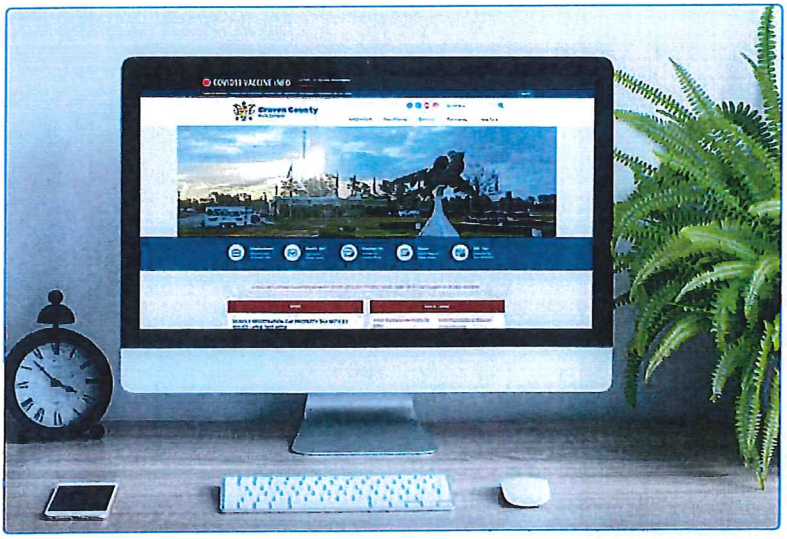
Anson County, North Carolina

co.anson.nc.us



CHRIS JOFFSON
IT Manager
E: cjoffson@co.anson.nc.us
P: 704.994.3020

MARINA ADAMS
Assistant to the County Manager
E: madams@co.anson.nc.us
P: 704.994.3229



Craven County, North Carolina

cravencountync.gov

DENNIS HOLTON
Public Information Officer
E: dholton@cravencountync.gov
P: 262.636.6609

EXPERIENCE

References

Rowan County, North Carolina

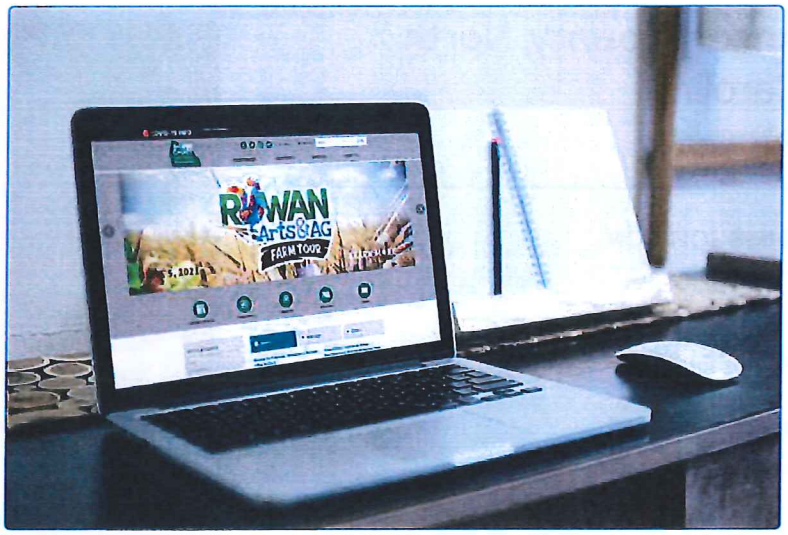
rowancountync.gov

APRIL EVERETT

Creative Services, IT

E: april.everett@rowancountync.gov

P: 704.216.8175





Pitt County, North Carolina

pittcountync.gov

DONNA DAVIS

E: donna.davis@pittcountync.gov

P: 252.902.3805

EXPERIENCE

Design Portfolio

The included design portfolio will provide you with an idea of the different directions we can take your creative design. Please note that not all parties listed have agreed to be contacted for reference.



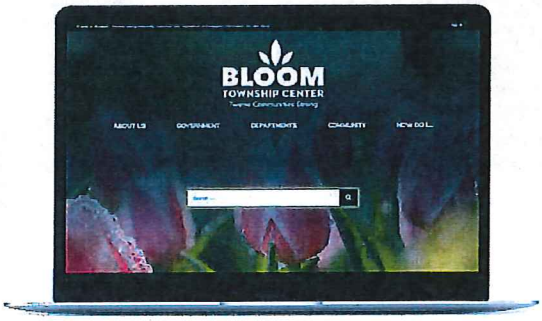
Jamestown BPU, New York
jamestownbpu.com



Auburn, Massachusetts
auburnguide.com



Malta, New York
malta-town.org



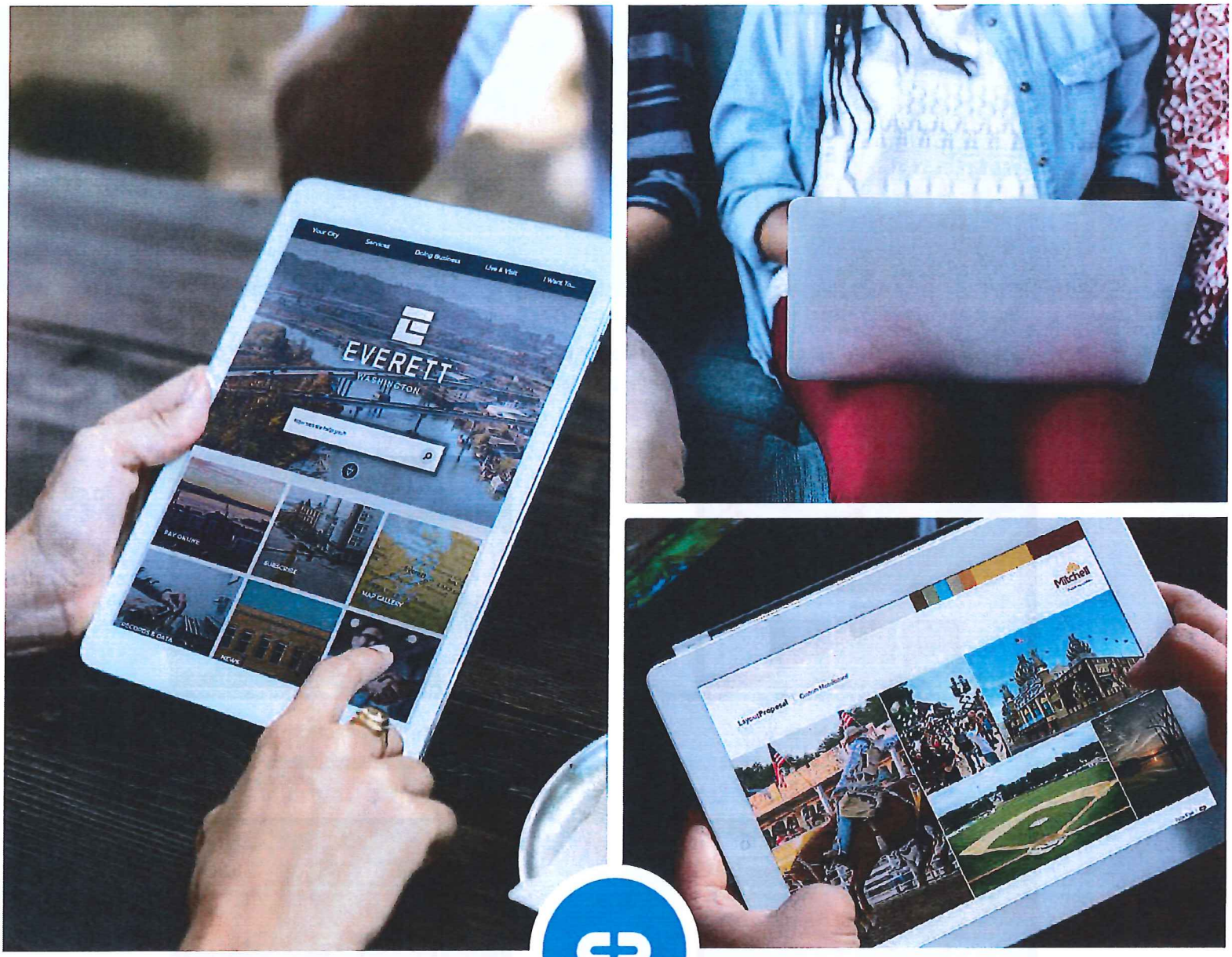
Bloom Township, Illinois
bloomtownship.org



Sidney, Ohio
sidneyoh.com



Port Angeles, Washington
cityofpa.us



RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Features, Functionality, & Design

FEATURES, FUNCTIONALITY, & DESIGN

CivicEngage CMS

The CivicEngage CMS is robust and flexible with all the features and functionality you need today and in the future. Developed for organizations that need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

> I'm confident that any service our citizens need can now be found in one to two clicks.
>
> **— Lana Beck, Government Relations and Communications Administrator for Pinellas Park, Florida**

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards. We are able to offer all of the Required Features in the RFP and most of the Optional Features. Please see page 22 for more information on the Optional Features not standard with your CivicEngage package.

CivicEngage Modules & Widgets: Required Features

Citizen Engagement

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key CivicEngage features.

- **Alert Center** – Post emergency or important information on your website to notify citizens via email and SMS.
- **Blog** – Post opinions/information about various community topics and allow citizen comments and subscriptions.
- **Calendar** – Create multiple calendars and events to inform citizens of upcoming activities that are viewable by list, week, or month.
- **Citizen Request Tracker (CRT)** – Allow users to report a problem and provide follow-up communication with the point of contact (includes 5 user licenses & 10 request types).
- **Community Voice** – Interact with citizens about projects in your community.
- **My Dashboard** – Allow users to personalize their dashboard to stay updated on news, events, and information they care about.
- **News Flash** – Post organizational news items that are important to your citizens.
- **Notify Me®** – Send out SMS messages and mass emails to list subscribers (includes up to 500 SMS users).

Document Management

CivicEngage comes fully-equipped with a robust set of document management tools that work with other key features of our CMS and making it easy to build dynamic content that is easy for citizens to navigate and access.

- **Agenda Center** – Create and display agendas and minutes for various civic organizations.
- **Archive Center** – Store agendas, minutes, newsletters, and other data-driven documents.
- **Document Center** – Organize and house documents in one central location.
- **Form Center** – Create custom, online forms via simple drag-and-drop functionality. Receive notifications via email and track within the CMS.
- **Photo Gallery** – Store and display photos.
- **Staff Directory** – Share detailed contact information for your staff and offices.

Information & Navigation

Organize your content and pages to make it easy to locate the information you and your citizens need most with modules that help you update information quickly.

- **Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions to reduce phone and foot traffic for staff.
- **Graphic Links** – Place graphics on your site as links to other pages.
- **Info Advanced** – Display important information on pages in a compact and easy-to-update module that provides detailed formatting.
- **Quick Links** – Place links to often-requested information directly on the page of your choice.

Department-Specific

There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

- **Activities** – Create, organize, and track activities.
- **Facilities & Reservations** – Showcase community facilities and allow reservations online.
- **Job Postings** – Post available jobs online and accept online applications.
- **Bids** – Post sortable and subscribable bids.
- **Departmental Home Pages** - Departments within Beaufort County can have dedicated pages within the main site that still follow the same design as other interior pages. These departments can use dynamic page components, features from modules such as Calendar, FQAs, News Flash, and Info Advanced, to differentiate itself from the rest of the website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs, and news announcements pertaining to that department.

Helpful Widgets

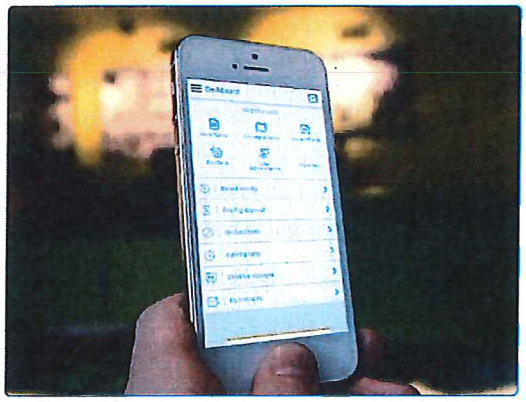
Widgets help your staff visually organize content on your site and tailor the look to meet the page's needs. A few of the most helpful widgets are:

- **Carousel Widget** – Group and display widgets in one location with arrow navigation functionality.
- **Custom HTML Widget** – Embed videos or other HTML features in your page.
- **Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.
- **Image Widget** – Add images to a page.
- **Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center.
- **Share Widget** – Add a share button to your page so citizens can share content to their social media.
- **Slideshow Widget** – Add a slideshow of images.

Administrative Features

The administration of your CivicEngage site is browser based, with no installation of software needed. You'll be able to update the site from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

- **Admin Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.



- **Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.
- **Dynamic Breadcrumbs & Site Map** – Breadcrumbs (used to show a visitor's location within the site) and the site map are dynamically generated and automatically update reflecting any changes made.
- **Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.
- **History Log** – Track changes made to your website.
- **Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.
- **Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.
- **Pending Approval Items** – Admins have access to a queue of pending items to be published or reviewed.
- **Website Statistics** – Piwik or Google Analytics provides web statistics for analysis.

User-Friendly Features

Not only is the CivicEngage CMS easy for your staff to use, various administrative features help your staff make a more attractive, engaging, and intuitive for your citizens.

- **Automatic Alt Tags** – Built-in features allow ongoing ADA compliance of your site.
- **Design Essentials®** – Tools that allow your staff to build, modify, and manage your website's look within the design and structure parameters of your website.
- **Link Redirects** – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.
- **Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.
- **Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget.
- **Mega Menu** – A main navigation menu makes it easy to get to any page on your site quickly.
- **Predictive Site Search & Log** – A powerful site search automatically indexes all content making it easy for visitors to find information across pages, documents, and images. All search words are kept in a log.



- **Printer Friendly** – Separates critical content from the site template to provide a clean print without menu structure and banner information included.
- **Real Simple Syndication (RSS) Feeds** – Allow patrons to sign up to receive email notifications.
- **Responsive Design** – With responsive design, your site adjusts to the screen size regardless of what device is being used, providing a seamless user experience.
- **Social Media** – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your site.

> It's extremely easy for nontechnical users to use, giving them confidence early on. The modules are well-thought-out for use by a government entity. That's extremely helpful – you wouldn't get that with an off-the-shelf, generic CMS.
>
> **— Angie Kilbourne, Web Content Specialist for Irving, Texas**

- **Supported Browsers** – View your website in the two most recent versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.
- **Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs as well as options from Zapier to build applications right from your website.
- **Translation** – Integration with Google Translate translates web pages into over 100 languages.

Accessibility Compliance

With over 20% of adults in the United States having a disability, you need a website that reaches all citizens. CivicEngage websites are highly compliant based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing site. We utilize the following steps to provide you with a compliant and accessible website:

- We will deliver you a site that meet ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content in the editor widget, News Flash, and FAQs for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to clients via our CivicPlus website, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our clients. Additional details and a quote can be provided upon request.

Credit Card Processing

CivicPlus Pay (Pay) is our secure, PCI-compliant, utility application integrated within the CivicPlus Platform. Local governments can use Pay within the CivicEngage, CivicRec®, and CivicOptimize® solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the client experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by the County, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Contact your sales representative for more details on our approved partner network and other supported gateway providers.

To utilize any of the approved gateways, an agreement will need to be executed directly between the County and the vendor, who will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to leverage any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.



Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients, with no monetary value per feature, and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

The CivicPlus Platform

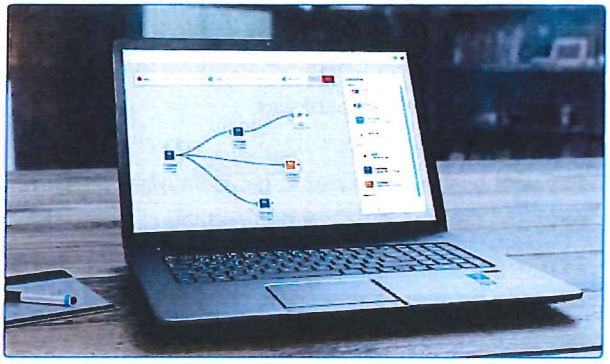
CivicEngage is part of the CivicPlus Platform, the integrated technology platform for local government, which means local governments minimize the need to rely on various third-party providers for multiple technology solutions.

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- Easily access all purchased CivicPlus products and integrated solutions from one dashboard and toolbar
- Access to a continually growing and fully documented set of APIs in order to better connect your organization's processes and applications
- Centralized data store built on the HCMS with robust data automation and integration capabilities

Integration Hub

In today's world, your website has become the new city hall. To effectively reach the public of today, it is imperative that you integrate your data and systems, streamline your operations, and consolidate your messaging channels. Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations – without the need for a developer.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).



The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicEngage today:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center.
- An integration that will push a new Calendar Event to post directly in the News Flash module.

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. This will save valuable time by automating your most time-consuming manual workflows.

Optional Features

The following features are standard with your CivicEngage Package, at no additional cost.

E-Communication Platform

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key CMS features. Your staff can create dynamic and informative blog content as well as offer citizens a platform to connect with one another and share ideas. Allow citizens to subscribe to custom notifications, view multiple calendars and events, and easily report problems with a venue for communication. Inform citizens of breaking news and alerts. Each solution is tailored to the needs of local government and is simple to use—no coding skill necessary.

- Alert Center
- Blog
- Calendar
- Community Voice
- My Dashboard
- News Flash

Single Sign-On Integration

The CivicPlus Platform allows for single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility.

Video Center

Video Management – With our Custom HTML widget, videos from YouTube, Vimeo, and other video management tools can easily be embedded on any page of your site. CivicPlus Media is our integrated solution that is available for an additional fee.

Optional Project Enhancements

The following features are not standard with your CivicEngage Package, please contact your Account Executive for more information.

Premium Department Header Package

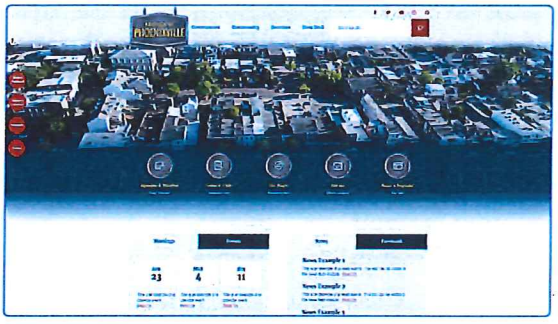
A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main (parent) site while leveraging consistent CMS administration.

Premium Department Header Package Includes:

- Site URL (if applicable)
- SSL Certificate / DNS & Hosting (if applicable)
- Site Identifier / Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content and Placement
- Custom Color Palette for the Department Header homepage and interior pages
- Matching Design Styles and Layout to the parent site
- Shared login and modules with the parent site (design of module pages will match parent site design)

Examples of a Premium Department Header Package

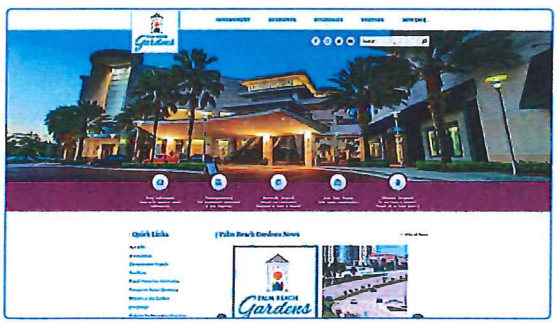
The examples provided below are representative of attributes found in a Premium Department Header Package, but may not expressly reflect the design package of your main website.



Phoenixville Borough, PA - Parent Site



Recreation Department Header



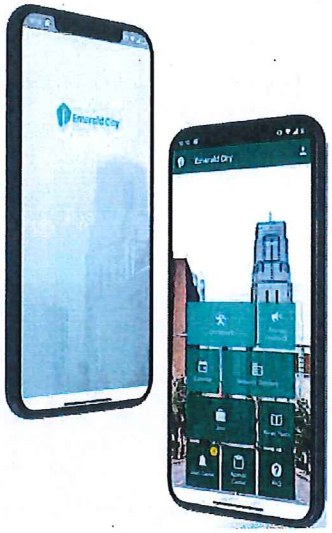
Palm Beach Gardens, FL - Parent Site



Fire Department Header

CivicPlus Mobile

CivicPlus Mobile (Mobile) is the next evolution of the mobile experience for local governments and their citizens. Uniting all our powerful solutions, Mobile provides the solutions and experiences that enables and optimizes citizen engagement, all in a fully configurable, future-proofed mobile solution. Built by the experts in local government, for local government, Mobile offers features and functionality that enable public services and citizen engagement and satisfaction. You benefit from an optimized yet clean, mobile-specific solution that will create the experiences necessary to enhance citizen engagement and satisfaction.



- **Scalable Administration** – Easy enough for non-technical staff to manage daily but with the flexibility of a robust Build Tool Portal for staff to create and customize content.
- **Continuous, Automated Enhancements** – Deployed through the iTunes® App Store and Google™ Play Marketplace, Mobile delivers automated interface and feature improvements.
- **Mobile Accessibility** – With our use of material design and content labeling, mobile users with disabilities can now navigate and interact more easily with all our CivicPlus solutions.

Optional Redesign of Website

Beaufort County's proposed project does not include a built-in redesign however, this option can be added if desired now or at a later date. Should the County decide to include a redesign of the site, there would an additional $2,211 added to your recurring annual services fees. So when your site is ready for a refresh, there is no additional out of pocket expense to you. Included with our redesign services is a complete refresh of the design of your website to keep it looking fresh and innovative. You'll also receive a quality control review to ensure content is as expected with the new design application (no changes will be made to the content). You would be eligible to receive your website redesign after four years of continuous service with CivicPlus.

Exhibit A

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
1	Manage and upload meeting agendas	Yes	This feature (or functionality) is provided standard with CivicEngage
2	Intuitive and audience-based navigation	Yes	This feature (or functionality) is provided standard with CivicEngage
3	Automatic expirations that allow content to expire from the public view	Yes	This feature (or functionality) is provided standard with CivicEngage
4	Automatic and dynamic breadcrumbs	Yes	This feature (or functionality) is provided standard with CivicEngage
5	Browser-based administration that allows users to update, delete, and create pages	Yes	This feature (or functionality) is provided standard with CivicEngage
6	Calendar feature with unlimited categories that allow for multiple display options and resident subscriptions, including a downloadable ical file	Yes	This feature (or functionality) is provided standard with CivicEngage
7	Contact Us form and features	Yes	This feature (or functionality) is provided standard with CivicEngage
8	Cascading Style Sheet (CSS) which allows for customizable templates	Yes	This feature (or functionality) is provided standard with CivicEngage
9	Self-serve citizen request tracking	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
10	Department home pages	Yes	This feature (or functionality) is provided standard with CivicEngage
11	Document repository to upload, store, and retrieve documents in PDF and Word format	Yes	This feature (or functionality) is provided standard with CivicEngage
12	A site-wide emergency notification tool	Yes	This feature (or functionality) is provided standard with CivicEngage
13	Frequently Asked Questions (FAQ) tool with dynamic content	Yes	This feature (or functionality) is provided standard with CivicEngage
14	Site traffic information with analytics and site audit reports	Yes	This feature (or functionality) is provided standard with CivicEngage
15	Ability to track changes made to the website with a reviewable history log	Yes	This feature (or functionality) is provided standard with CivicEngage
16	Multiple levels of user roles and permissions	Yes	This feature (or functionality) is provided standard with CivicEngage
17	Ability to place links	Yes	This feature (or functionality) is provided standard with CivicEngage
18	Intranet/Extranet that provide for user-restricted pages	Yes	This feature (or functionality) is provided standard with CivicEngage
19	Ability to translate to other languages with a multi-lingual tool	Yes	This feature (or functionality) is provided standard with CivicEngage
20	A dynamic tool to showcase news & announcements	Yes	This feature (or functionality) is provided standard with CivicEngage
21	Provide sign-up opportunities for citizens to subscribe to various lists for fast and simple communciation about topics that interest them	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
22	Access to customizable, fillable forms with the ability to track submissions	Yes	This feature (or functionality) is provided standard with CivicEngage
23	Image Center to hold images and dynamically showcase them throughout the site	Yes	This feature (or functionality) is provided standard with CivicEngage
24	Print-friendly pages	Yes	This feature (or functionality) is provided standard with CivicEngage
25	Ability to create friendly URL redirects	Yes	This feature (or functionality) is provided standard with CivicEngage
26	Rotating Photos/Banner Ads	Yes	This feature (or functionality) is provided standard with CivicEngage
27	Ability to have RSS feeds of site content	Yes	This feature (or functionality) is provided standard with CivicEngage
28	A powerful internal site search with filtering options and predictive search to enable citizens to find exactly what they need	Yes	This feature (or functionality) is provided standard with CivicEngage
29	Automatic site index of searched words	Yes	This feature (or functionality) is provided standard with CivicEngage
30	Scalable interface with Facebook, Twitter, and other social media sites	Yes	This feature (or functionality) is provided standard with CivicEngage
31	Staff Directory with the ability to show staff information dynamically throughout the site	Yes	This feature (or functionality) is provided standard with CivicEngage
32	Ability to play videos	Yes	This feature (or functionality) is provided standard with CivicEngage
33	Create and dispatch online surveys with the ability to monitor and analyze results	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
34	Compliant with ADA/WCAG accessibility guidelines	Yes	This feature (or functionality) is provided standard with CivicEngage
35	24/7 technical support available through multiple contact channels	Yes	This feature (or functionality) is provided standard with CivicEngage
36	Security and Hosting a. How you plan to host the website b. Burst internet speed used by hosted site c. Disaster Recovery and Mitigation Plans d. How and what security protocols are implemented	Yes	This feature (or functionality) is provided standard with CivicEngage
37	OPTIONAL: Video on-demand hosting and streaming service	Yes	This feature (or functionality) is provided standard with CivicEngage
38	OPTIONAL: Ability to create newsletters for citizens to subscribe to	Yes	This feature (or functionality) is provided standard with CivicEngage

Design Process & Benefits

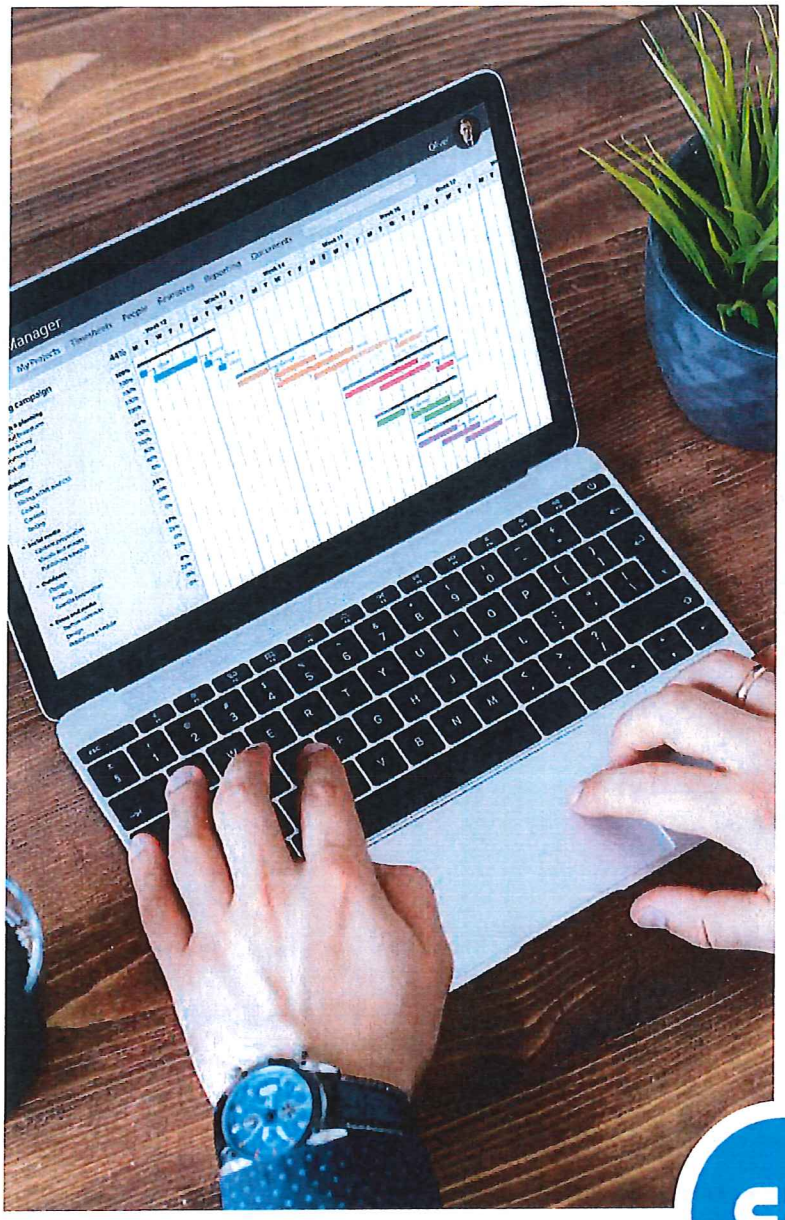
CivicPlus designers create distinct, visually appealing designs and user-centric experiences aimed at jump-starting civic pride while solving the old stigma that government websites are "hard to use and boring." CivicPlus designers solve these visual communication problems and help build a citizen-focused, interactive communication system. We blaze the creative trail to come up with visual styles to help encourage interaction. We will provide a well organized system to intuitively deliver content for community engagement.

CivicPlus develops visual communication strategies that meet the ever-changing needs of our clients and the communities they serve. Our creative approach to design strategy combines a working knowledge of creative and new media methods. We're always looking for better and more creative ways to push design forward, using all of the established tools of our industry as a launching pad to propel our designs into the stratosphere. As the habits of users change, we seek new ways of encouraging citizen interaction and engagement within each of our client's communities.

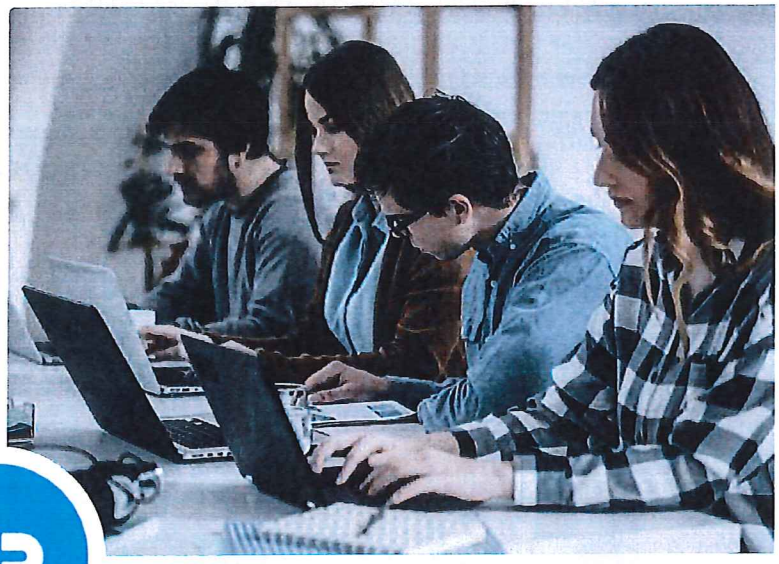
Flexible Layout Design

You will meet with your Art Director to discuss your website vision based on the goals and needs of your users. This process involves selecting the order, placement, and format of your homepage content from a library of over 1,200 vetted layout configurations aimed at achieving your usability goals. This layout wireframe will provide the structural blueprint for the visual design application.









RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Implementation Plan

IMPLEMENTATION PLAN

Project Timeline

Design creation, content development, configuration for usability and accessibility, dedicated training – CivicPlus delivers all of this and more during the development of your new website.

A typical project timeline ranges from 16 – 28 weeks. The County's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors.

Your project timeline, tasks, due dates, and communication will be managed and available in real-time via Mavenlink project management software.

PROJECT START

1 **Initiate**
TWO TO FOUR WEEKS
- Project Kickoff Meeting
- Planning & Scheduling

Analyze 2
FOUR TO SIX WEEKS
- Client Deliverable Submission
- Design Discovery Meeting
- Content Process Meeting

3 **Design & Configure**
SIX TO TEN WEEKS
- Design Concept Development
- Design Concept Meeting
- Content Development
- Agendas & Minutes Migration
- Website Completion

Optimize 4
ONE TO TWO WEEKS
- Website Finalization

5 **Educate**
ONE TO TWO WEEKS
- Training Engagement

Launch 6
TWO TO FOUR WEEKS
- Website Launch

GO LIVE

Implementation

Phase 1: Initiate

Project Kickoff

During this initial meeting, your Project Manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling

Your Project Manager will create a comprehensive project timeline based on the project scope and your specific needs.

Phase 2: Analyze

Client Deliverables

Prospect will be responsible for submitting deliverables as outlined.

Design Discovery Meeting

Your Project Manager and Art Director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting

Meet with your Project Manager and Web Content Specialist to detail our content development process.

Phase 3: Design & Configure

Design Concept Development

You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your Project Team on any feedback and then final approval.

Content Development

Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, CivicEngage website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration

The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion

Prospect will receive a completed production website featuring your approved design combined with the finished content.

Phase 4: Optimize

Website Finalization

Both the CivicEngage project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production site, as well as ensure overall satisfaction with your website.

Phase 5: Educate

Training Engagement

Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your Trainer will deliver virtual training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will utilize your production website, so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

Phase 6: Launch

Website Launch

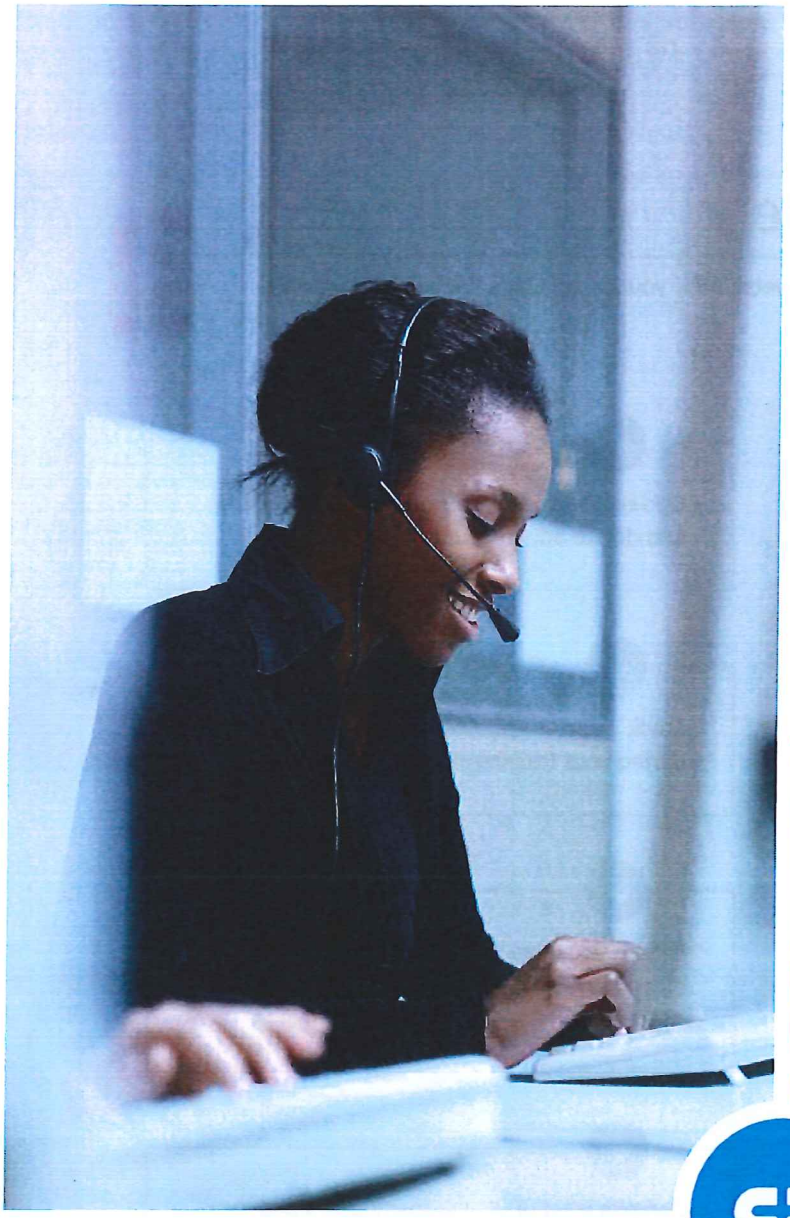
After final confirmation, your website will be made live and available to the public.

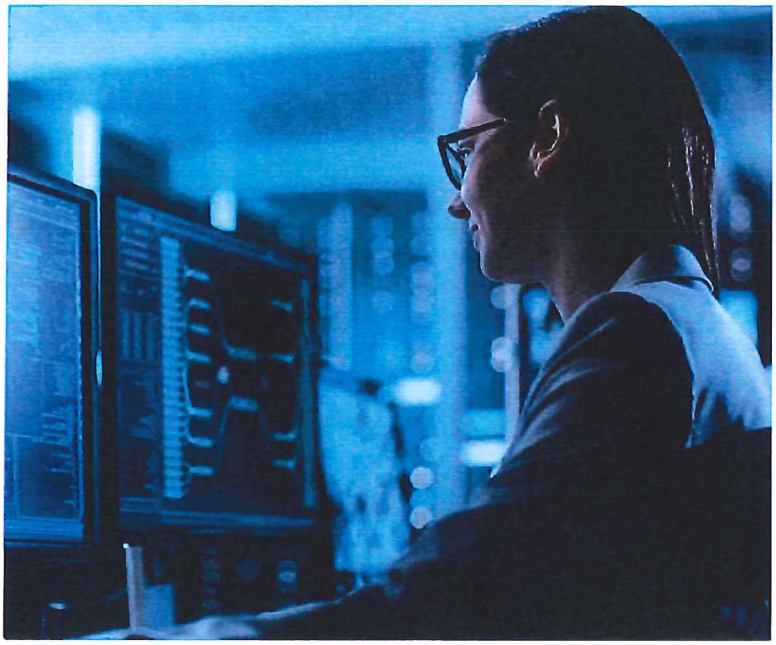
> This was hands down the easiest and most intuitive group I have ever worked with for a website redesign. Other website development companies I have worked with do not respond as quickly. My CivicPlus team read my mind whenever I needed something. Plus, our website's launch was flawless.
>
> **—Nicole Smestad, Marketing Director for Grand Forks, North Dakota Library**

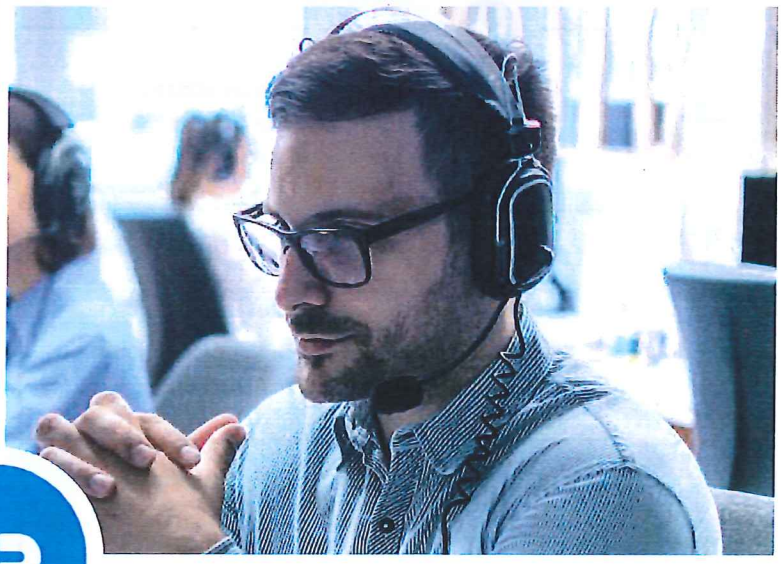
Beaufort County's Role

We will need your help to create the strongest possible website for your community. We will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Ongoing Services

ONGOING SERVICES

Technical Support & Services

Around-the-Clock Support Services

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence.

CivicPlus' support team is available 7:00 a.m. – 7:00 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your CivicEngage website.

CivicPlus Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Technical Support at a Glance

- Technical support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and live chat
- 4-hour response during normal hours
- 24/7 emergency support
- Dedicated Client Success Manager
- Online self-service help with the CivicPlus Help Center (www.civicplus.help)

Award-Winning

CivicPlus has been honored with two Silver Stevie® Awards and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software - Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19).

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

Online Training

CivicPlus clients have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated team of support specialists to ensure we are providing the information and resources you need to optimize your CivicEngage solution. In addition, the Help Center provides our release notes to keep your staff in the loop on upcoming enhancements and maintenance.

> It's your people that make you good at what you do. Every time I call my Client Success Manager, it seems like he drops everything to help me. If I contact the Technical Support Team, they are right there to answer my questions and get it figured out. I've always had very responsive experiences when I've reached out to CivicPlus. I've worked with some great customer service reps at CivicPlus, and it's that relationship that matters.
>
> **— Jean Carder, Communications Coordinator for Louisburg, Kansas**

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online brand community and the central hub of ideas, guidance, tips, advice, and more for our CivicEngage clients. It will focus on these two key ideas:

- **Connection** – Clients can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.
- **Direction** – Clients will have the opportunity to provide targeted input on the future direction of the CivicEngage roadmap and will be able submit ideas for improvements and enhancements.

Ongoing Support

We won't disappear after your website is launched. You'll be assigned a dedicated Client Success Manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your citizens.

Maintenance

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- OS patches

Upgrades & Enhancements

We set high standards for government websites with our services. With CivicPlus, your content management system will be upgraded to keep pace with industry improvements and your visitors' changing needs.

Every month, CivicPlus pushes new updates to your CMS and infrastructure.

Enhancements and patches are communicated via the user admin dashboard of your website and email. New releases are communicated in the same way along with a quarterly webinar explaining the changes.

ONGOING SERVICES

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our client sites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are we have an option that will be a fit for your community.

Data Center

- Highly reliable data center & secure facility
- Managed network infrastructure
- On-site power backup & generators
- Multiple telecom/network providers
- Fully redundant network
- System monitoring – 24/7/365

Bandwidth

- Multiple network providers in place
- Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)
- Burst bandwidth – 22 Gb/s

Hosting

- Automated CivicEngage software updates
- Server management & monitoring
- Multi-tiered software architecture
- Server software updates & security patches
- Database server updates & security patches
- Antivirus management & updates
- Server-class hardware from nationally recognized provider
- Redundant firewall solutions
- High performance SAN with N+2 reliability

Disaster Recovery

- Emergency after-hours support, live agent (24/7)
- On-line status monitor by Data Center
- 8-hour guaranteed recovery TIME objective (RTO)
- 24-hour guaranteed recovery POINT objective (RPO)
- Pre-emptive monitoring for disaster situations
- Multiple, geographically diverse data centers

DDoS Mitigation

- Defined DDoS Attack Process
- Identify attack source and type
- Monitor attack for threshold* engagement

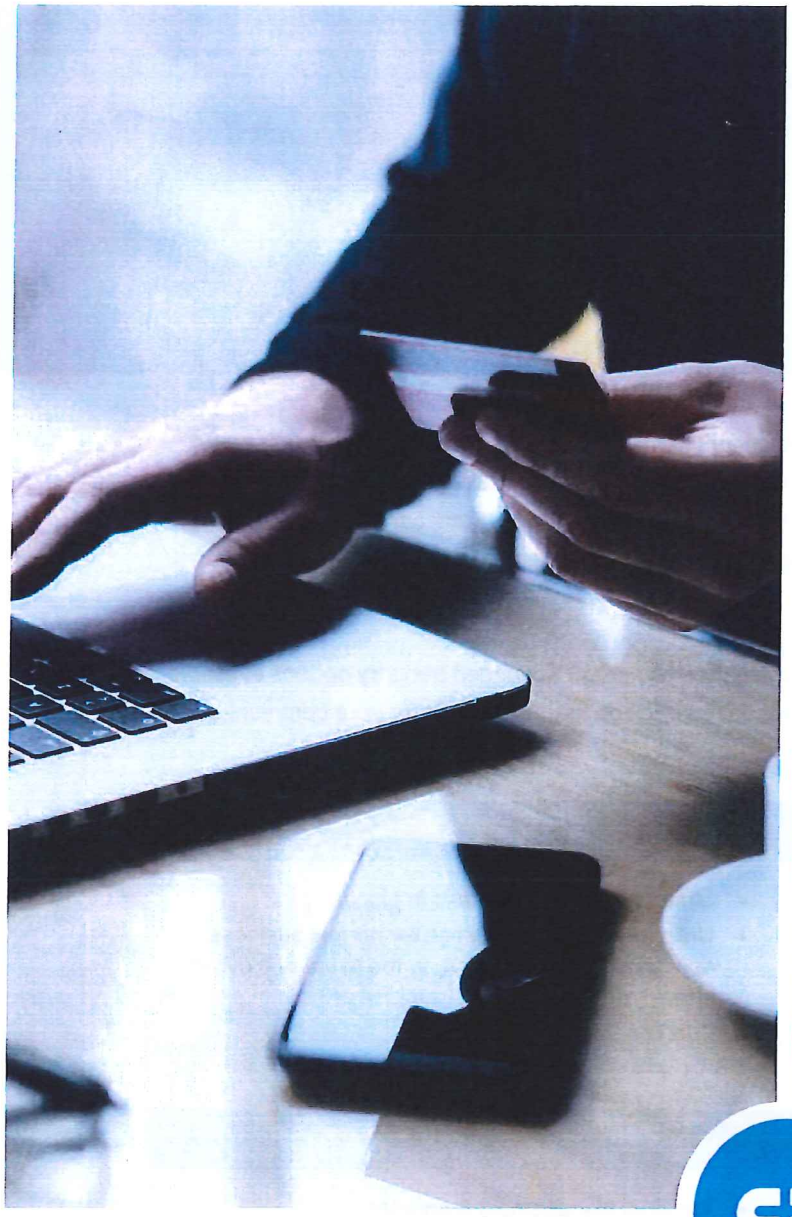
DDoS Advanced Security Coverage

Not Included.

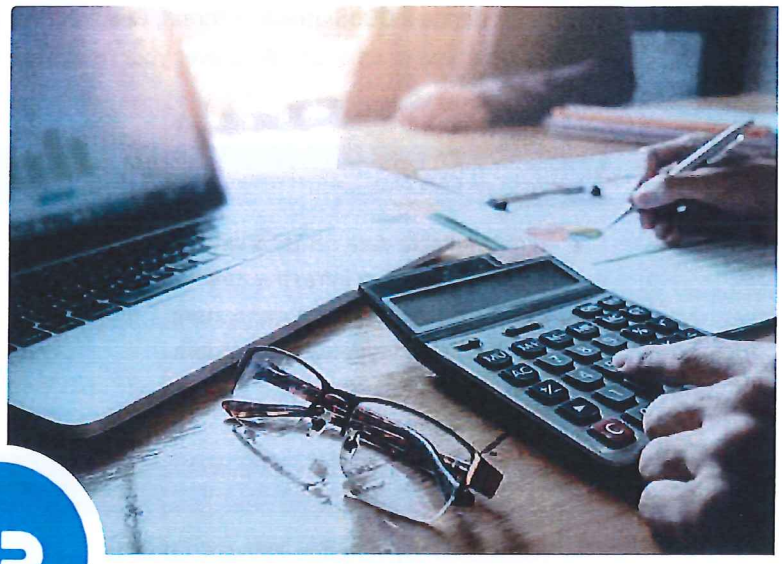
Additional coverage available at time of event.

Additional fees will apply.

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Investment Proposal & Fees

Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 90 days from June 9, 2021.

Features & Functionality

- CivicEngage Central CMS tools, widgets, & features
- One SSL certificate
- DNS setup & hosting for URL co.beaufort.nc.us
- 100 GB of storage

Design & Content

- One website layout built using available flexible layout options
- One custom website design built using approved layout & up to one advanced design component
- 200 pages Content Development from URL co.beaufort.nc.us- based on best practices, we can talk about additional development if needed
- Up to 100 meetings worth of Agendas & Minutes PDF/DOC Migration

Professional Services

- Two days virtual training (limit eight attendees/ session)

Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support & access to the CivicPlus Help Center
- Dedicated Client Success Manager

Year 1 Standard List Price	~~$37,631~~
Year 1 Total Discount	($3,358)
Total Year 1 Investment Includes development fees and Year 1 annual services	$30,273
Year 2 Annual Recurring Services Includes 5% technology uplift	$5,250

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in US dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CivicPlus Offers:

Standard CivicEngage Central Invoicing

- 30% of Year 1 fees due at contract signing – remaining 70% due at project completion or at the six-month mark in the implementation process – whichever date is earlier
- The first-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- We can discuss other billing options with you before contract signing and, if feasible, develop a plan that works for all parties
- Not available with all CivicPlus products – please contact your sales representatives for more details

CivicPlus Advantage Invoicing

- Zero-interest payments that divide the One-Time Implementation expense of your project over the first three years of your contract
- Each payment will also include your Annual Services and any other fees if applicable
- May not be available with all products offered by CivicPlus

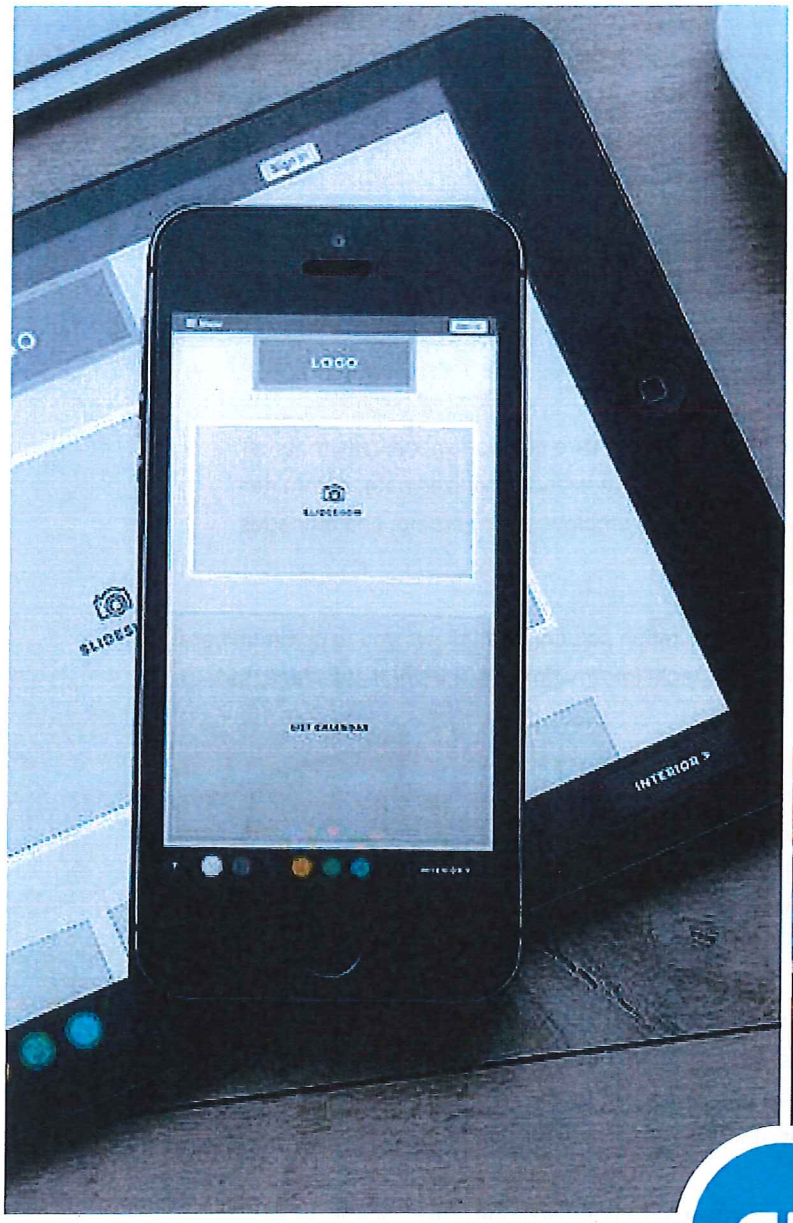
Payment Gateway Account

- Your chosen Payment Gateway will collect and disburse all credit card monies
- If selected, any of our partner Payment Gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate
- CivicPlus Pay integrates with several Payment Gateways to provide maximum flexibility to our clients' needs

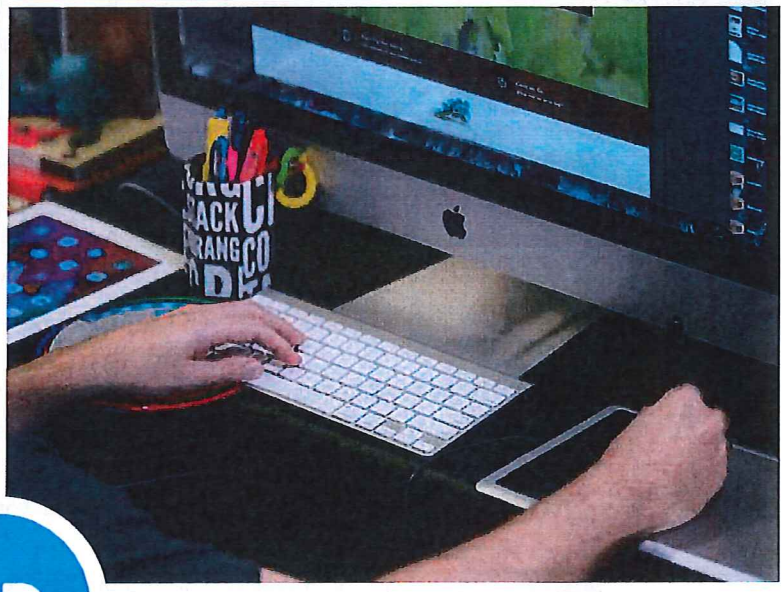
CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible technology solution to their communities. We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Right to Negotiate

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. We look forward to developing a mutually beneficial contract with the County.







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Additional Products Offered

Products Offered by CivicPlus



CivicHR® is a cloud-based human resource software solution specifically for local government. Our cloud-based software integrates and organizes data, automates job postings, collects applications, simplifies employee onboarding, and manages performance.

CivicReady® is a multi-channel communication solution that allows you to communicate routine or emergency news to citizens within seconds with actionable information using a single interface, saving you time and amplifying your reach.

CivicRec® is the most powerful software solution available in the recreation industry. With an interface that is easy to use for both staff and citizens, and robust tools for managing activities, facilities, and point-of-sale, CivicRec offers integrated functionality to manage memberships, instructors, sports leagues, volunteers, and ticketing.



CivicClerk® is the fastest, most intuitive way to streamline the entire agenda management process— from creating agenda items to managing live meetings and creating post-meeting follow-up tasks. It provides time-saving automation, while allowing clerks to balance such convenience with manual controls and overrides. Internal collaboration with CivicClerk is easy with customized workflows, version tracking, and built-in communication tools.



SeeClickFix powered by CivicPlus is your guaranteed solution to handle the communications, workflows, and data for every request from the moment they're opened to the moment they're closed. With SeeClickFix, you can handle request management, work management, and integrate your systems to streamline your processes and better serve your community.

CivicOptimize Productivity allows you to easily create efficiency-centric applications, including a scalable software suite of deployment-ready apps, forms, integrated systems, and the ability to integrate your favorite CivicPlus solutions.

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Amy Vikander, being first duly sworn deposes and says that:

1. He/she is the Vice President (title) of CivicPlus, LLC (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, Beaufort County agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, 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 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, Beaufort County, employees, or parties, in interest, including this affiant.

Amy Vikander (SEAL)

VP of Client Services (TITLE)

Subscribed and sworn to before me,
this the 21 day of May, 2021.

Notary Public Hannah Norsworthy

County of Riley, KS ~~, NC~~

My Commission expires 1/13/2025

HANNAH NORSWORTHY
Notary Public, State of Kansas
My Appointment Expires
1/13/2025

BOARD OF COMMISSIONERS
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Jerry E. Langley, Vice Chairman
Ed Booth
Stan Deatherage
John Rebholz
Hood Richardson
Randy Walker

BEAUFORT COUNTY
NORTH CAROLINA

COUNTY OFFICIALS
Brian M. Alligood, County Manager
Katie Mosher, Clerk to the Board
Anita Radcliffe, Finance Director
David Francisco, County Attorney

Addendum No. 1

Issue Date May 27, 2021
RFP BC-FY21-001 Website Design & Development

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

Questions regarding RFP BC-FY21-001

1) p.3, secure data center. We assume hosting (and support) must occur within the United States. Please confirm.
Yes, hosting within the United States

2) p. 7, Submittal requirements. We assume the County will accept either email or hardcopy submission, at the bidder's option. Please confirm or clarify.
Yes. The RFP states one emailed copy and one hardcopy

3) p. 9, Non-Collusion Affidavit. We assume the Non-Collusion Affidavit must be submitted with the proposal. Please confirm or clarify.
Yes, Non-Collusion Affidavit to be submitted with the proposal

4) Does the county require SEO services to be incorporated?
SEO was not a requirement, but you can certainly show it in your proposal.

5) Has a budget been established for this project, and if so, can it be shared?
No budget has been established.

6) p. 4, online job postings and applications. Applicants will be entering personal information via the website. We assume that access to this personal data is restricted to County employees based on their role in the hiring process. Please confirm.
Yes, this type of personal information will be restricted.

BEAUFORT COUNTY ADMINISTRATION BUILDING
121 West 3rd Street * Washington, North Carolina 27889 * Phone (252) 946-0079 * Fax (252)-946-7722

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BEAUFORT COUNTY
NORTH CAROLINA

7) p. 4, online payments. We assume the actual payment will occur via a third-party payment processor. Please confirm or clarify.
Yes, that is done by a 3rd party processor.

8) What is the average number of monthly page views on the website?
In 2020 it was reported that there were approximately 256,000 unique visitors and 557,000 total number of visits.

9) How often do you expect content to be added or edited?
Sometimes daily. Weekly and monthly.

10) What other channels besides the web used to engage with users? (Ex. email, SMS, etc.)
Email, Vimeo, YouTube, Facebook

11) Is the County expecting a separate mobile app to be built or just a responsive design would suffice ?
Responsive design that would mimic the County website should suffice.

12) Please let us know the different types of users in the system.
Currently there are 4 system admins and approx. 5-6 CMS editors. Ideally, each department would have the capability to do so, if desired

13) Is there an Active Directory/LDAP server available with the County or should the vendor plan for the set up?
Due to the County being on multiple domains, the vendor should plan for setting up access.

14) Can you let us know the different integrations that are anticipated other than the payment gateway?
Integrations with social media (Facebook, YouTube, Vimeo, etc.)

15) In the RFP, the County mentions 'Intranet/Extranet - Restrict pages by login.' Specifically, what types of content/pages is the County hoping to require logins for?
Each dept to have the ability to have their own pages. For example: Each dept follows the County Policy but may have the need for the agency's policy. They may want to upload specific onboarding. Possibly a newsletter for the agency; shouldn't be too extravagant

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NORTH CAROLINA

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RECEIPT OF ADDENDUM ACKNOWLEDGEMENT
ADDENDUM NO. 1

For RFP BC-FY21-001 Website Design and Development

Please acknowledge receipt of the above ADDENDUM issued by Beaufort County in Washington NC, by signature and recording the date of receipt below.

Bidder: CivicPlus, LLC

Authorized Signatory: _____ Date: May 27, 2021

NOTE: This form may be emailed to Hollie Jones at hollie.jones@co.beaufort.nc.us .

- **Company Profile**
  - 22 years of experience.
  - 350 employees.
  - 4,000 plus local government clients across US and Canada with 20 plus years of experience.
- **Compliance**
  - ADA Section 508 and WCAG Level A & AA at go-live date. Accessibility Checker within the CMS can be used to check for issues before publishing updates.
  - Credit Card Processing – CivicPlus Pay which is PCI-compliant. If a partner payment gateway is utilized by the County, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services or even possible integrate with many providers. (See page 20).
- **Key Features** (Specific Functions/Features can be found on page 15 – 28):
  - Community Voice – lets you interact with citizens about projects in the community.
  - News Flash – post organizational news items that important to citizens.
  - Alert – Post emergency or important information on the website to notify citizens via email and SMS (text messages).
  - Document Management Center – includes Agenda Center, Archive Center, Document Center, Forms Center, Photo Gallery, and Staff Directories.
  - Information & Navigation – FAQ section (reduces phone and foot traffic for staff), Quick Links – place links to often-requested information directly on the page of your choice.
  - Department Specific – Activities, Facilities & Reservations, Job Postings (accept online job applications), **Bids** – Post sortable and subscribable bids. **Departmental Home Pages** – Departments within the county can have dedicated pages within the main site that still follow the same design as other interior pages. Example: Public Works can have calendar events, News Flash, etc. to differentiate from the rest of the website.
  - **Administrative Features**:
    - Set content to auto-publish and auto-expire with an archive of all published content and previous versions.
    - History Log – tracks changes made to the website.
    - Intranet – Use permissions to set a secure location for employees to login and access non-public resources and information.
    - Website Statistics – Piwik or Google Analytics to provide web statistics.
    - Link Redirects – instead of sending users to a long website such as www.civicplus.com/248/Awards-and-Recognition you can send them to www.civcplus.com/awards.
    - Live Edit – allows you to view pages before they are published to the public WYSIWYG (What You See Is What You Get) and other drag and drop tools.
    - Maps – Embed maps from Google, ESRI, and more using the HTML widget.

        - Predictive Site Search & Log – auto-indexes all content making it easy for visitors to find information actors pages, documents, and images.
        - Printer Friendly – Separates critical content from the site template to provide a clean print.
        - Responsive Design – Screen adjusts to your device.
        - Social Media – allows various modules to automatically post to Facebook and/or Twitter feeds.
        - Translation – via Google Translate.

    - Optional Features that were included with CivicEngage Package at no additional cost.
        - E-Communication – Includes an Alert Center, Blog, Calendar, Community Voice, My Dashboard, and News Flash.
        - Sign Sign-On Integrations – Supports two-factor authentication and PCI level compatibility.
        - Video Center – Custom HTML widget allow videos from YouTube, Vimeo, and other video management tools.

Project Timeline – typically takes 16 – 28 weeks but the exact timeline will be determined during the project scope and other factors. (Pages 31 – 34)

Support / Maintenance

- Will have a dedicated Client Success Manager to provide best practices and how to engage citizens after the website is launched.
- 24/7/365 support that is available via chat, phone, and email or accessing a self-service tutorial and user guide on CivicPlus Help Center.
- Receive continuous system updates to keep your system running at optimal capacity.
- Maintenance
    - Full backups daily
    - Regularly scheduled upgrades including fixes and other enhancements.
    - Testing
    - Development
    - OS Patches
    - Each month new updates are pushed to the CMS and infrastructure. Communications on enhancements and patches are communicated through the admin portal and via email. New releases are communicated the same way along with quarterly webinars to explain the changes.

Hosting and Security – page 38

- Enterprise-Level Hosting environment that is monitored 24/7/365 and backed by a guaranteed 99.9% uptime excluding maintenance.
- Redundant infrastructure with on-site power backup and generators.
- Multiple telecom/network providers.
- Monitored 24/7/365
- Bandwidth
    - Multiple providers in place.

- Unlimited bandwidth usage for normal business operations
- Burst bandwidth – 22 Gb/s

- **Hosting**
  - Server and Database server updates and security patches.
  - Antivirus management
  - Redundant firewalls
  - High Performance SAN with N+2 reliability.

- **Disaster Recovery**
  - Emergency after hours support with a live agent 24/7
  - Online status monitor by Data Center
  - 8 hour guaranteed recovery TIME objective.
  - 24 hour guaranteed recovery POINT objective.
  - Pre-emptive monitoring for disaster situations.
  - Multiple, geographically diverse data centers.

- **DDos Mitigation**
  - Defined Attack process
  - Identify attack source and type
  - Monitor attack for threshold engagement.
  - Advanced Security Coverage can be purchased at the time of the event

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Stan Deatherage

Agenda Title: Website Bidding Process

Summary of Information: Hold a full discussion, in open session, of the County Governments website, and the bidding process that occurred.

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Randy Walker

Agenda Title: Non-County Residents Using Convenient Sites

Summary of Information: Hold a discussion regarding non-County residents using convenient sites.

Submitter Recommendations/Motions: Discussion only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: County Police Force Update

Summary of Information: Commissioner Richardson will give a report from the County Police Force Committee.

Submitter Recommendations/Motions: Report only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Board Operations Discussion

Summary of Information: Commissioner Richardson would like to hold a discussion regarding Board operations.

Submitter Recommendations/Motions: Discussion only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Proposed Uses of American Rescue Plan Money and Set Parameters

Summary of Information: Commissioner Richardson would like the Board to consider setting parameters on how the money can be used and to consider a motion listing the uses for the American Rescue Plan Money, which could include:

1. Register of Deeds space
2. Build out Basement of courthouse to increase number of jail cells.
3. Belhaven Tidal Flood
4. Mega-Sites for Solid Waste
5. County Library
6. Fire Department Assistance

Submitter Recommendations/Motions: Motion to create a list for consideration for the use of the American Rescue Plane Money.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Request Vehicle List and Freeze Surplus of Sheriff's Office Vehicles

Summary of Information: Consider a motion to request a report of the number of surplus vehicles in the Sheriff's Office and freeze the disposal/surplus of Sheriff's Office vehicles until the surplus report has been presented and evaluated by the Commissioners.

Submitter Recommendations/Motions: Motion to request a report of the number of surplus vehicles in the Sheriff's Office and freeze the disposal/surplus of Sheriff's Office vehicles until the surplus report has been presented and evaluated by the Commissioners.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Sheriff's Office Monthly Report Request

Summary of Information: Request reports on the following from the Sheriff's Office to be included with the monthly Jail Report:

1. Request the Sheriff's Office provide a monthly report that includes information on how many calls received, arrests made, warrants served, etcetera, to the Board of Commissioners.
2. Report of how many inmates are enrolled in the Ankle Bracelet program

Submitter Recommendations/Motions: Motion to request a monthly criminal/civil statistics report and Ankle Bracelet Program report from the Sheriff's Office.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Publish Filming Schedule

Summary of Information: Commissioner Richardson would like the Board to consider a motion to publish the filming schedule for Commissioner meetings and points of public access to meetings.

Submitter Recommendations/Motions: Motion to publish the filming schedule for Commissioner meetings and points of public access to meetings.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Closed Session

Presenter: David Francisco, County Attorney

Agenda Title: Closed Session - Attorney/Client Privilege and Personnel

Summary of Information: The Board of Commissioners will go into Closed Session for Attorney/Client Privilege to discuss file #19-PTC-149 and to discuss Beaufort County vs. Amerisourcebergen Drug Corp., et al., No.: 1:17-MD-2804, US District Court, Ohio, under NCGS 143-318.11 and personnel under 143-318.11(a)(6).

Submitter Recommendations/Motions: Motion to go into Closed Session under NCGS 143-318.11(a)3 to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body. And for a personnel matter under NCGS 143-318-aa(a)(6) to consider the qualifications, competence, performance, condition and appointment of a public officer or employee or prospective public officer or employee.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Commissioners Comments

Summary of Information: During the June 7, 2021 Board of Commissioners meeting it was agreed that each Commissioner would be allowed two (2) minutes to speak at the end of each meeting.

Submitter Recommendations/Motions: N/A

Attachments: