The Beaufort County Board of Commissioner met in regular session Tuesday, September 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 of interest this evening. No one spoke.

Approval of the Agenda

Commissioner Richardson said we need to add the Police Committee Report. He said it's going to be about one sentence long.

Chairman Waters said I was thinking it was already on there.

Commissioner Richardson said it doesn't matter, it can go towards the end.

Chairman Waters said well you've got six items so you can roll it into one of those.

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

Public Comments

Chairman Waters said we didn't have anyone sign up for public comments.

Legislative Updates for Elected Officials

Chairman Waters said I don't see any of our legislatures with us tonight.

Items for Consent

1. Budget Amendment, Health Department
2. Prior Year Purchase Orders/Projects

3. Budget Amendment, CARES Funding for HDM
4. Budget Amendment, CARES Funding
5. Purchase Order Approval Over $30,000
6. Refunds Over $100, Tax Assessor
7. Refunds Over $100, Tax Collector
8. Late Application for Exemptions
9. Surplus, Equipment Trailer
10. Rivers East Workforce Development Appointment
11. Resolution Opposing Reduction in Number of Judges
12. Approval of Board Minutes
    a. May 25, 2021 – Budget Workshop
    b. May 27, 2021 – Budget Workshop
    c. June 1, 2021 – Budget Workshop
    d. June 10, 2021 – Special Called Meeting, Budget Approval
    e. July 19, 2021 – Special Called Meeting, ARPA Funds
    f. August 2, 2021 – Regular Monthly Meeting

Chairman Waters said is there any of these that you want to pull out for further discussion.

Commissioner Richardson said I'd like to pull prior year purchase orders and on page 22, the purchase order for $30,000 and on page 11, resolution opposing reduction in number of judges.

Chairman Waters said I've got 2 and 11, did I miss one.

Commissioner Richardson said yes, number 5.

Chairman Waters said Ms. Radcliffe, when we get to yours we'll try to tackle, you may have to tackle at least two of them.

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

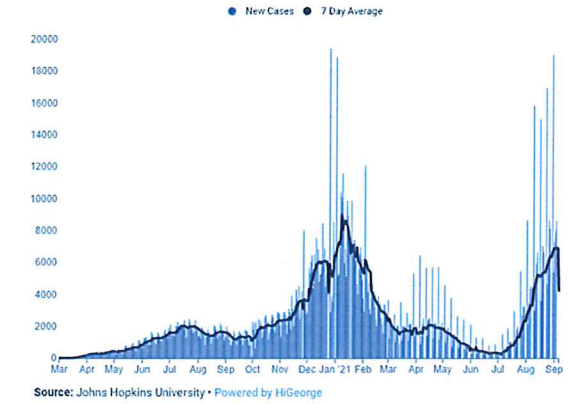
Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

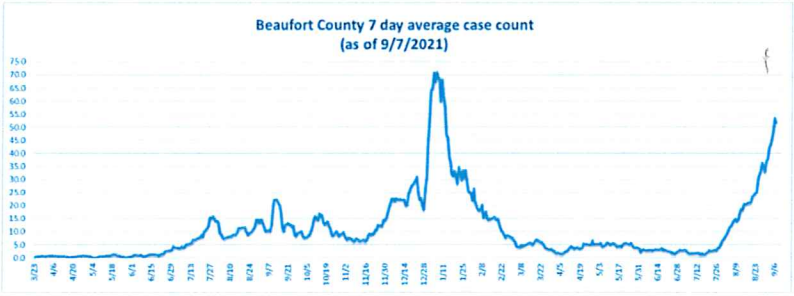
See Addendum 1

Covid-19 Update

Mr. James Madson said this is day 532 of the Beaufort County Covid operations. He said it's sad to say I'm still up here doing this for you all. He said with that being said I want to keep you all in the loop of what's going on. He then gave the following presentation:

North Carolina 1.24 Million

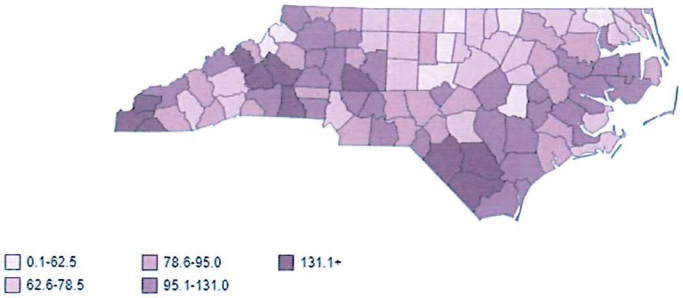




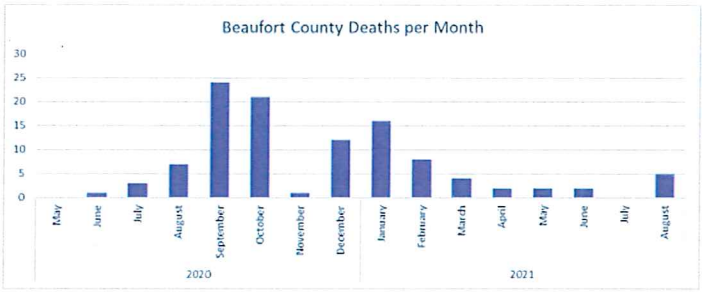
Tuesday, September 7, 2021		
Tests conducted on Beaufort county residents (to date)	49,225	
Total cases (tested positive)	5,905	
Total hospitalizations that have occurred	289	4.9%
Total Deaths*	108	1.8%
Average age of deaths (years)	77.0	
Known active cases currently in the county	622	
Currently hospitalized	22	3.5%
Currently on a ventilator	1	
Total cases recovered	5,175	87.6%
Seven (7) day average case rate	51.9	
Positive cases since June 1, 2021**	1,241	
Breakthrough (positive after completing vaccination)**	131	11%
	-	
Deaths* from long term care facilities	49	45%

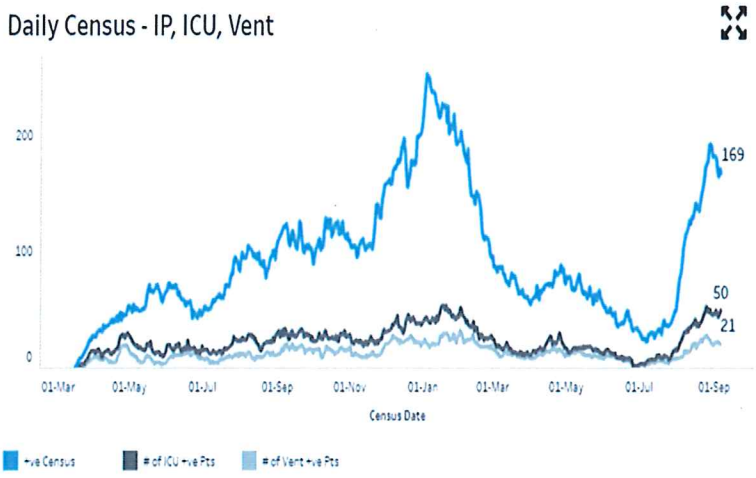
*Deaths reported through this website have been confirmed through a review of the death certificates. This validation process can sometimes take a long time when a resident passes in another County or state. Other sources may report presumptive totals and therefore will vary with those reported here.

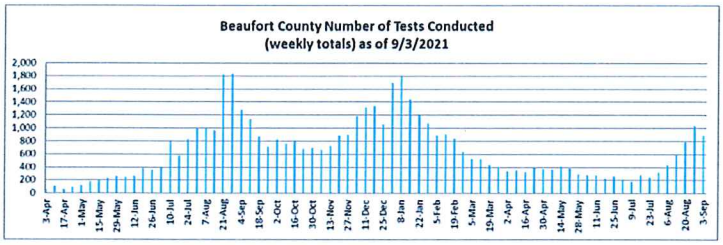
**June 1, 2021 is used as a starting point due to first breakthrough case and start of Delta Variant detected in area.

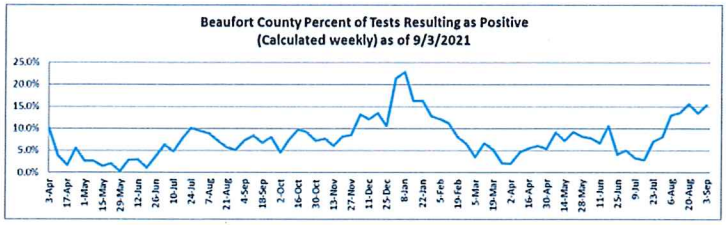


Last Two Weeks per 10,000 population
96.4 in Beaufort County







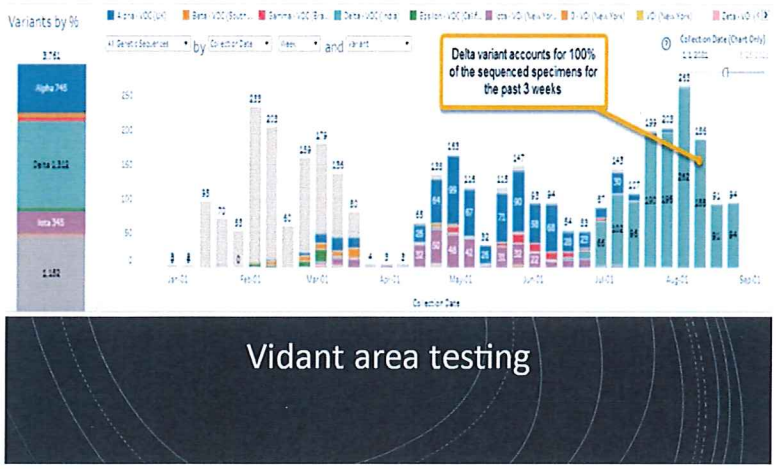


Commissioner Walker said a lot of people are using self-tests. He said if they test positive with a self-test do they get up with you so you can log that.

Mr. Madson said if they do a self-test we won't know about it. He said that does not count in our numbers at all. He said most of those people would end up going to get confirmation through us so when we have our test line going through we ask them why they're here and I don't know what the percentage is, but they'll say they did a self-test and they're here for confirmation that way. He said I can't correlate those numbers because we're not documenting it on our forms.

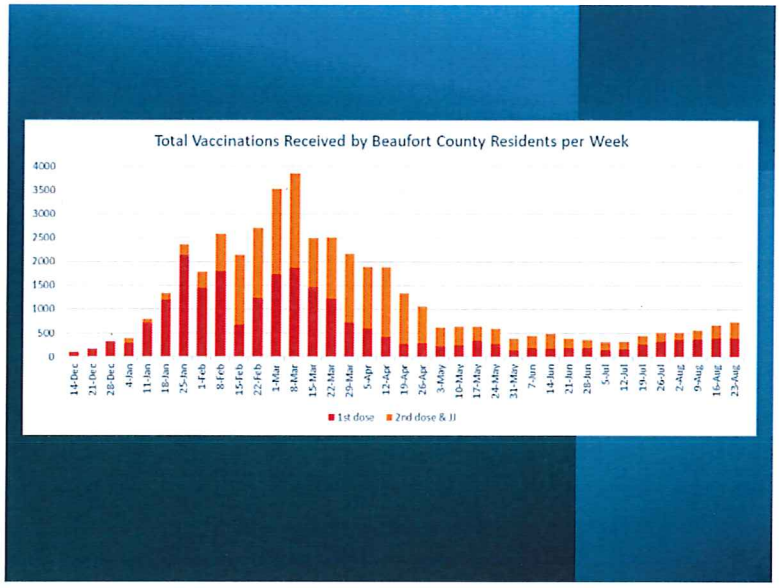
Commissioner Walker said are you okay with the accuracy of the self-tests.

Mr. Madson said it's based a lot on how accurate the people do the self-test. He said since they've never done it or if they read the instructions there may be a lot of people who aren't doing it right, so I don't know that number. He said generally speaking though if you're sick and it's positive it's probably accurate.

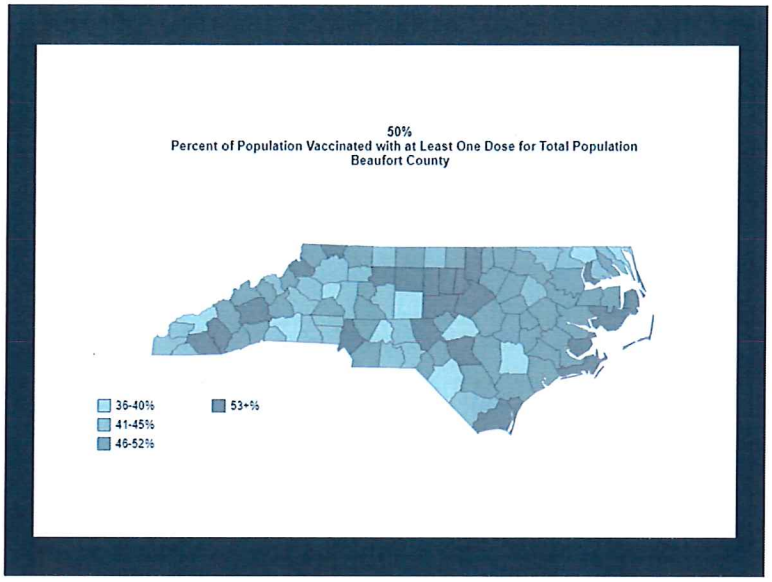


Test Sites

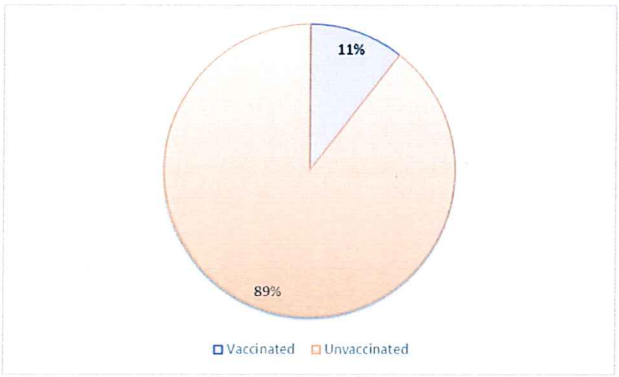
- Testing done at Health Department every workday from 8:15 to 11:15
- Most Providers can test patients
- Working to get another site set up
- If transportation needed, call BATS by 1:00 for an appointment (252.946.5778)

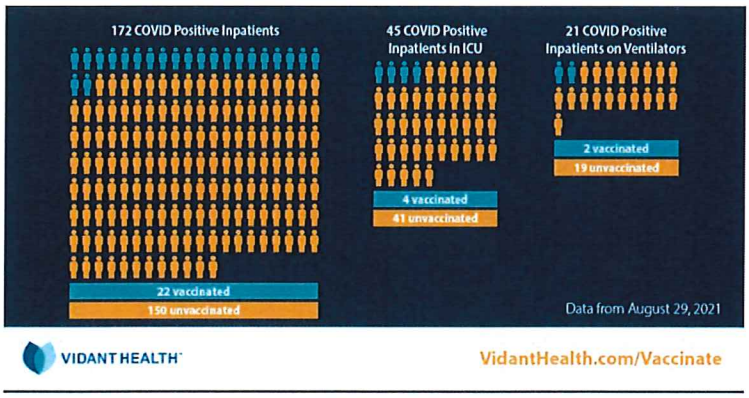


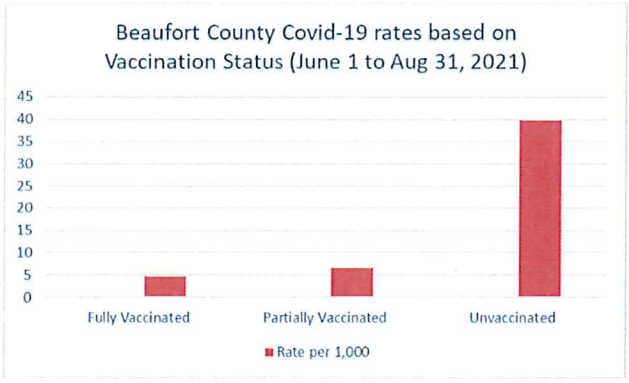
Friday, September 3, 2021	Total	
Beaufort County Population (NCSCHS)	47,079	
Residents that are partially vaccinated against COVID-19	23,482	49.9%
Completed COVID-19 vaccine series (all vaccines)	21,367	45.4%
Total Doses administered	44,849	
Population over 65 years of age (NCSCHS)	11,281	
Over 65 that have received first dose of COVID-19 vaccine	9,871	87.5%
Over 65 that have completed series	9,489	84.1%
Adult Population (18 and older)	37,758	
Partially vaccinated	22,682	60.1%
Fully vaccinated	20,834	55.2%
12-17 year olds vaccinated	3,295	
Partially vaccinated	800	24.3%
Fully vaccinated	533	16.2%



Positive COVID-19 cases from June 1 to August 31, 2021







Booster VS 3rd Dose

- **Booster**
  - For waning reasons
  - Applies to vaccine schedule (may differ by vaccine)
  - Not official recommended yet
  - Planning Stage
- **3rd Dose recommendation**
  - Because vaccine might not have been effective
  - For people with immunocompromised conditions
  - Official recommendation
  - Being done now

	2nd dose & II	8 month				
14 Dec	0					
21 Dec	0					
28 Dec	0					
4 Jan	109	4 Sep				
11 Jan	74	11 Sep				
18 Jan	138	18 Sep	Early Oct	1660	3 day operation	1162
25 Jan	221	25 Sep				
1 Feb	339	2 Oct				
8 Feb	779	9 Oct				
15 Feb	1472	16 Oct				
22 Feb	1467	23 Oct				
1 Mar	1786	30 Oct	Early Nov	9228	10 day operation	6320
8 Mar	1981	6 Nov				
15 Mar	1034	13 Nov				
22 Mar	1268	20 Nov				
29 Mar	1447	27 Nov				
5 Apr	1305	4 Dec	Early Dec	5274	8 day operation	3692
12 Apr	1458	11 Dec				
19 Apr	1064	18 Dec				
26 Apr	778	25 Dec				
3 May	408	1 Jan				
10 May	381	8 Jan	Early Jan	2187	4 day operation	1531
17 May	292	15 Jan				
24 May	328	22 Jan				
31 May	242	29 Jan				
7 Jun	271	5 Feb	Early Feb	1019	3 day operation	713
14 Jun	305	12 Feb				
21 Jun	201	19 Feb				
28 Jun	173	26 Feb				
5 Jul	152	5 Mar				
12 Jul	154	12 Mar				
19 Jul	183	19 Mar		1313	Drive through	919
26 Jul	176	26 Mar				
2 Aug	146	2 Apr				
9 Aug	168	9 Apr				
16 Aug	161	16 Apr				

Operation variables

Vaccine Info

- Health Department – First Doses on Wednesday and Thursday from 12:00 to 4:00 (2nd doses on Tuesday)
  - Moderna
  - Pfizer
  - J&J
- 12 years and older (parent consent to 17)
- On-line through health department website or call 252-940-6150 to make an appointment
- If transportation needed, call BATS by 1:00 for an appointment (252.946.5778)

Commissioner Walker said the $100 incentive money is over with. He said do you think that helped and if it did help will it return.

Mr. Madson said I heard it helped some, I don't know if it's going to come back. He said one of my criticisms was how many people are going to wait to get the third dose to see if they're going to get that so that's one of my criticisms of that and I don't know the answer to that.

Request New Classification to Salary Plan, Assistant Communications Manager

Ms. Deloris Creasman said the request tonight is to add the classification of Assistant 911 Communications Manager to the Beaufort County Salary plan. She said during the MAPS classification and pay study in 2017, Beaufort County positions were analyzed, and employees completed MAPS questionnaires to describe their current job duties. She said some positions changed substantially from 2017 until January 2021 when we implemented the study. She said position #432520 in Communications was classified then as a Telecommunications Shift Supervisor by the MAPS Group in 2017. She said the position, which is now vacant, has developed and serves as the second in command at Communications. She said this position assists the 911 Communications Manager with duties and in the absence of the Manager, takes on that roll. She said the request is to add the classification of Assistant 911 Communication Manager to the Beaufort County 21/22 salary plan at a salary grade 70, in order that the position currently classified as a Telecommunications Shift Supervisor may be reallocated to a more appropriate classification which reflects the current job duties of the position. She said the 911 Communications Manager was determined to be a salary grade 72 by the MAPS Group study and the submitter recommendations are based on the job description we recommend approval to add the classification of Assistant Communications Manager at the salary grade 70 in the Beaufort County salary plan.

Vice-Chairman Langley said for this pay grade, what is the bottom, middle, top.

Ms. Creasman said I have that for you. She said the hiring rate for a class grade 70 is $48,554. She said the minimum is $50,982. She said the mid-point is $63,121 and the maximum is $77,686.

Chairman Waters said what kind of turnover have we had as it relates to the director of the 911 Center. He said have we lost two.

Ms. Creasman said we recently have a new director, and that position is the 911 Communication Manager and that's been fairly recently. She said I don't have the exact date.

Chairman Waters said so we stand ready, based on turnover, we need to have that person in place.

Ms. Creasman said actually the employee that's in that position now left this position and went into the director's spot. She said they were promoted.

Commissioner Richardson said we're talking about adding a classification. He said are we talking about adding a classification or are we talking about adding a position.

Ms. Creasman said adding a classification.

Commissioner Richardson said is this going to create a new position in that department.

Ms. Creasman said no sir.

Commissioner Richardson said is this person going to continue to run a shift or do whatever they're doing or are they going to be there at the right hand of the manager.

Ms. Creasman said I'd have to ask Chief Deputy Rose. She said actually, I think they're going to be, based on the job description, at the right hand.

Commissioner Richardson said how do you do this without creating a new position.

Ms. Creasman said the position right now is classified, previously, when the study was done in 2017 it was classified as a telecommunications shift supervisor and now that role has expanded so it's the same position.

Commissioner Richardson said are they still going to be a shift supervisor.

Ms. Creasman said that I do not know.

Commissioner Richardson said these are not very definite answers to my questions because I can't tell whether you're going to hire a new employee. He said I don't see how they're going to be at the right hand of the Manager without that being a new position.

Ms. Creasman said it's a position that's existing and it's actually changing based on the job description.

Commissioner Richardson said but if they're a telecommunicator are they going to be running a shift and in the wings of this position or, it sounds to me like you're granting a new position and a new employee.

Mr. Alligood said you can't do that.

Ms. Creasman said no sir.

Commissioner Rebholz said they're head count has restraints.

Ms. Creasman said just strengthening the current position with stronger duties.

Commissioner Richardson said how are you going to fill the telecommunicator position that this is replacing.

Ms. Creasman said I don't have an answer for that. She said Mr. Alligood do you know.

Mr. Alligood said we're not. He said it's an existing position that's currently doing additional duties and stronger responsibilities within the organization, as I understand it, and that was not picked up at the time, in 2017 when MAPS did the work so this is, after studying that position this is a request to put that position at the correct level in the grouping that it should be. He said so that would be a 70 in the current roll.

Commissioner Richardson said what is the classification of the person now.

Ms. Creasman said the position is vacant.

Commissioner Richardson said how many vacancies do we have in telecommunications.

Ms. Creasman said in telecommunications we actually have three.

Commissioner Richardson said how many people work a shift in telecommunications.

Ms. Creasman said I don't have that information for you.

Commissioner Richardson said Mr. Chairman I think we should table this until someone is here that can give us definite answers. He said this looks like more mubledepig from the Sheriff's Department to me.

Motion: Commissioner Richardson motioned to table this agenda item until the October 4, 2021, regular meeting. Commissioner Deatherage seconded.

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

See Addendum 2

Tentative Board of Equalization and Review Dates

Mr. Lloyd Salter said essentially what I'm putting in front of you, the agenda abstract is, essentially what we would like to do is we would like to have a formalized Equalization and Review in the fall of this year. He said statutorily that's allowed, it's encouraged even. He said we've got four opportunities, I would say, to appeal your property taxes to the Board of Equalization and Review. He said personal property being one of them, when the billing comes out. He said in the County I'm not seeing that has been the norm. He said I think a lot of that has been taking care of internally, which there is some ability for me to do. He said however, if they refute my decision as the Assessor they should be able to go to the Board, so we'd like to have a regular date. He said I think we provided a few possible dates here for these Boards, just like you all would've done in the spring but like I say, they would be for personal property and also the potential for an automobile, if they had a reason to appeal or something like that. He said also, some of you may have known we have made a few changes since I've been in office, so we are trying to allow people to come in and be able to be heard so there's a chance for a few more people who want to be heard by the Board, if that's the case. He said that's the reason, as far as that goes. He said I believe you have the dates in front of you which are Tuesday, the 9th, Wednesday, November 10th as possible or we have Tuesday, Wednesday or Thursday, the week of November 16th. He said I think two dates would really be enough. He said one of the dates would be an alternative. He said I don't believe, at this time, we'll have a full docket by any means, but I still believe we should be able to give a taxpayer a docket chance.

Chairman Waters said which dates. He said I think we need to pick.

Mr. Salter said my office fully feels we should be able to do one date with an alternative or two dates if you want to schedule it that way.

Chairman Waters said the 9th and 10th, is that okay because the next week is getting close to Thanksgiving.

Commissioner Richardson said the 9th and 10th is good for me.

Chairman Waters said we only have to have four.

Motion: Commissioner Deatherage motioned to approve scheduling the Board of Equalization and Review for November 9th and 10th. Commissioner Walker seconded. The vote was unanimous.

Volunteer Fire Department Loss Revenue, ARPA Finding

Mr. Chris Newkirk said about a month ago our office was tasked to try to evaluate the impacts that Covid may have had on our fire departments, particularly with revenue. He said as we engaged in those conversation with our fire departments, the continuing theme of our fundraising efforts really suffered because of Covid, we couldn't have the fund raisers that we would typically have in a year because of Covid restrictions. He said so as we looked at that we asked that each fire department provide us with what those numbers were and we tried to pick a baseline, which for us would have been 2019, the last most recent year prior to the impact of Covid and then 2020. He said so of our departments we had six that reported findings back to us and we have provided you all with a summary of that spreadsheet, but I want to dive a little bit deeper into those numbers.

Department/Year	Donations	Fundraisers	Grants	Taxes	Other	Total/Difference
Blounts Creek Fire Dept.						
2019	$ 2,630.00	$ 8,941.95	$ -	$ 100,077.10	$ 54,991.33	$ 166,640.38
2020	$ 4,114.98	$ 26,060.95	$ -	$ 104,762.34	$ 56,255.71	$ 191,193.98
Difference Yr/Yr	$ 1,484.98	$ 17,119.00	$ -	$ 4,685.24	$ 1,264.38	$ 24,553.60
Bunyan Fire Dept.						
2019	$ 2,771.29	$ 1,768.00	$ -	$ 320,145.12	$ 17,135.95	$ 341,820.36
2020	$ 2,680.00	$ -	$ -	$ 326,429.31	$ 13,840.21	$ 342,949.52
Difference Yr/Yr	$ (91.29)	$ (1,768.00)	$ -	$ 6,284.19	$ (3,295.74)	$ 1,129.16
Old Ford Fire Dept.						
2019	$ 12,300.00	$ 77,220.66	$ 10,772.43	$ 71,224.67	$ 72,674.98	$ 244,192.74
2020	$ 11,250.00	$ 57,054.75	$ 32,541.31	$ 73,745.00	$ 307,543.12	$ 482,134.18
Difference Yr/Yr	$ (1,050.00)	$ (20,165.91)	$ 21,768.88	$ 2,520.33	$ 234,868.14	$ 237,941.44
Pamlico Beach Fire Dept. & Rescue						
2019	$ 14,125.00	$ 375.00	$ -	$ 62,000.00	$ 920.94	$ 77,420.94
2020	$ 8,470.00	$ 427.83	$ -	$ 62,959.72	$ 1,476.16	$ 73,333.71
Difference Yr/Yr	$ (5,655.00)	$ 52.83	$ -	$ 959.72	$ 555.22	$ (4,087.23)
Pinetown Fire Dept.						
2019	$ -	$ 46,332.00	$ 30,000.00	$ 86,871.00	$ -	$ 163,203.00
2020	$ -	$ -	$ 19,014.00	$ 91,306.00	$ -	$ 110,320.00
Difference Yr/Yr	$ -	$ (46,332.00)	$ (10,986.00)	$ 4,435.00	$ -	$ (52,883.00)
Pungo River Fire Dept.						
2019	$ 1,818.00	$ 11,997.00	$ 12,677.17	$ 50,118.50	$ 3,678.93	$ 80,289.60
2020	$ 4,139.00	$ 8,846.00	$ 17,766.26	$ 51,145.08	$ 3.60	$ 81,899.94
Difference Yr/Yr	$ 2,321.00	$ (3,151.00)	$ 5,089.09	$ 1,026.58	$ (3,675.33)	$ 1,610.34
Sidney Fire Dept.						
2019	$ 1,615.00	$ 19,154.58	$ 48,754.77	$ 76,434.23	$ 1,545.95	$ 147,504.53
2020	$ 1,145.00	$ 283.80	$ 23,246.70	$ 79,185.61	$ 611.00	$ 104,472.11
Difference Yr/Yr	$ (470.00)	$ (18,870.78)	$ (25,508.07)	$ 2,751.38	$ (934.95)	$ (43,032.42)

Mr. Newkirk said what we found is it became very difficult for us to say this is the exact dollar amount that Covid impacted your department. He said so as we look at Blount's Creek Fire Department, at the top, for this particular purpose and our inquiry on it we were really focused on donations and fund raisers. He said that was the input that the fire departments gave to us that had the biggest impact from Covid. He said Blount's Creek Fire Department was a department that actually did better in 2020 than they did previously. He said that's because they switched up their fundraising program. He said they moved away from the request letters of donations and meals and BBQ chicken plates that you typically see and did a picture type fundraiser, and it actually bared more fruit for them. He said so they were one of the departments who switched their fundraising activities and found some fruit on the tree as a result. He said Bunyan Fire Department reported a loss. He said two of their particular fundraisers in the past have been their golf tournament and their turkey shoot and they haven't had either of those because of Covid. He said but they're also a department who has, over the last couple of years struggled to find fundraisers that bear fruit in their particular community. He said when we look at Old Ford, most people associate Old Ford with the Rodeo. He said in 2019 they had the rodeo and then the fundraiser, the way they presented the numbers as an income or revenue for 2019 was $77,220. He said what we have found in further research of that was that was not their net profit. He said that was the gross income. He said the expenses for that was actually about $32,317. He said so for 2019, what the netted in profit from that initiative was $44,903 and then in 2020 it was $25,403. He said now

Old Ford is also one of those departments, because we asked for those numbers per calendar year, the impact from Covid has happened to them in 2021. He said they typically have that rodeo in February of this year. He said because we asked for this information in the 2020 calendar year that lost revenue would not show in this report. He said in the departments who have similar instances, it's something we would encourage you as a department, if we're looking at those impacts from Covid, that we revisit that in the years to come as long as Covid continues to impact these fundraisers. He said Pamlico Beach was another department who made some adjustments in their fundraising capabilities but not enough to offset what they typically have. He said Pamlico Beach typically has one big fundraiser a year. He said they mail out to everybody in their district a letter that says give us a donation and buy a chicken plate from us and our chicken sale is going to be on this date and a lot of the time they get donations and nobody buys the chicken plate or they might come in and give more money than what the chicken plate costs so the numbers of that fundraiser can vary from year to year but they did show a decrease in last year of about $5,000. He said Pinetown, from review of everything they presented has been very cut and dry with their numbers and the number they reported from their fundraiser loss of $46,332, that is actually the amount of money that they lost. He said so that $46,322 that they reported in 2019, that's what they made after the expenses of their fundraisers. He said as many of you know, they typically do two a year in spring and fall. He said a BBQ meal and then they do a turkey shoot and gun raffle that's associated with it. He said in 2020, that calendar year, they did not have those so that is the loss that they reported for 2020. He said Pungo River is a department that tends to base their fundraising initiatives on where they are operationally so if they, you guys are familiar with their budget. He said it's a very low funded department when we look at it just from a tax basis. He said if they're having a really bad year operationally, if they have a number of trucks that break, fuel prices are up, utilities are up, they may have more fundraisers than they would on a good year when they don't have those costs, so those fundraisers tend to fluctuate year to year. He said that's what we noticed in 2019. He said they actually had six fundraisers that reported in 2019 for a total of $11,997. He said they could not have that number of fundraisers last year because of Covid. He said they were actually in the preparations for having two, a breakfast and a supper fundraiser. He said they had bought the food, Covid restrictions hit, and they ended up selling the food to members of the community to try and recoup those loses. He said then Sidney Fire Department is very similar to Pamlico Beach. He said they typically do one large fundraiser a year and last year they could not do that. He said this definitely, when we dug into the numbers and the frequency in which fire departments had fundraisers and how that ebbed and flowed with operations and whether that was successful or not, we found it very hard to say this is the dollar amount that departments lost because of Covid. He said we just wanted to present that to you tonight. He said if there's any other questions that we can answer for you I'd be happy to do that or if there's more information you'd like us to dig into and try to find.

Mr. Hedgepeth said if I could just add one thing to that with this information. He said this did include all fire departments and all EMS agencies so the data you see here is the data of those who participated or provided something back. He said so when we look at this these are the departments that sent something back in, but it was out for fire and EMS agencies. He said I just wanted to throw that out there.

Commissioner Booth said I think you stated in your presentation there was only six that responded. He said what was the reasons the others didn't respond. He said have you had any conversation with them.

Mr. Newkirk said when we initially started on this Manager Alligood actually came to the Fire and EMS, countywide Fire and EMS Association meeting, he presented that, for the first time, to them. He said we, in turn, followed up with an email to all fire department and EMS agencies the day after. He said since that meeting we've had one fire chief meeting in which we reminded everyone to do that, and we have sent two reminder emails.

Commissioner Booth said for the public would you state the ones that didn't respond.

Mr. Newkirk said we have Aurora, Bath, Belhaven, Chocowinity, Clarks Neck, Pantego, and City of Washington.

Commissioner Booth said all of those have fundraisers throughout the year.

Mr. Newkirk said yes sir, in various forms.

Mr. Alligood said Commissioner Booth, it's not that they intentionally decided not to respond. He said some of those agencies may have made, had gotten additional fund raisers, and gotten more money during Covid and when they looked at the data they said we don't need to submit this. He said so if there's an assumption that they just kind of ignored us that's not the case. He said I think we felt like we had good communication with everybody.

Commissioner Booth said the reason I asked is if we do anything I want to be fair to everybody and I find it very interesting that the smallest departments raised the most money, that they didn't need any. He said that's the reason I asked the question that I asked. He said that's the part I'm having to deal with. He said you take a department like Chocowinity or Pinetown, you take one like Bunyan, which is a small one, if they don't have a fund raiser how are they going to do this. He said the key that I want to do, if we do anything, I want to be fair to everybody.

Commissioner Walker said with that said, who has the idea to ask what is fair as far as divvying up Covid money to these fire departments. He said is there a plan.

Mr. Alligood said what I can say to you is we've had those internal discussions and what the folks here want to do is give you all that information because I can assure you that whatever you do someone is not going to be happy with it. He said you could give, my understanding in reviewing, I think it was the House budget, not the Senate budget but the House budget, there's an appropriation in there for $10,000 for every fire department in North Carolina and they're using Covid money to do that. He said you could, as a Board, say okay, we get it, we're going to give everybody $10,000, we're going to give everybody $20,000, whatever. He said we're trying to get you some hard numbers. He said some of those departments clearly said our community stepped up, we made more money during Covid than we did in prior years because folks recognized we were having a hard time and they stepped up and helped us so some of those departments did better. He said so I don't know how you'd do that. He said I don't know how you would be fair and equitable to everybody. He said what we wanted to do was try to ask that questions and say what was it that you lost because that is what, from the federal legislation and treasury interpreted, we have some fairly strict guidelines related to local governments about how we have to show how we lost money or didn't lose money. He said they're real strict on those guidelines and so what we wanted to do was mimic that in some way because we're passing that money along, if you decide to do that you're passing those funds along to another agency but you're ultimately responsible for making sure they're appropriated correctly, and the supporting documentation is there. He said so that's why we wanted to ask the question from this period to this period, here is a period of time when you're not Covid impacted, this was a period of time you were, yes there's still some impact this year so maybe later on at the end of this calendar year we look at it again for those who were impacted again. He said but we were trying to figure out what was a good hard number to look at so we could defend it if the auditors from the treasury came in and said we want to see your books. He said now, that being said, the State of North Carolina, if it goes through their budget, has just arbitrarily gave a number and I think you could probably do that. He said I think every department in Beaufort County, if you said $10,000, I think you could legitimately say they all lost at least $10,000. He said I think that's reasonable. He said I'm not sure how much more you could go. He said I think some of the numbers suggest it's higher than that and I think you would have some of them say well, that's not fair but you're going to hear that's not fair no matter what you do. He said I'm sorry to tell you that but I think you all recognize that but that shouldn't stop you from trying to do something if you want to.

Commissioner Richardson said putting this chart together, how do grants figure into this. He said I'm puzzled about, I thought grants were for specific purpose. He said they're not for operating and we're talking about operations, and it looks to me like we should take grants out altogether.

Mr. Newkirk said for us, as we evaluated, that was one of those income, those revenue items that departments reported so we put it on the table, but we did not look at that in our revue of it. He said some grants are more dependable than others, for example the state grant often times comes around annually. He said it's a 50/50 match and a lot of departments use that for equipment and PPE and things of that nature. He said then you have some grants that come up annually but the likelihood of it being awarded to you is like playing the lottery so the Firefighter Assistance Grant, which is a big pocket of money that a lot of departments put in their big item lists for, that's a very difficult grant to get.

Commissioner Richardson said yeah, it's a crap shoot and that's why I think grants should come out of it all together because some departments might not even apply for grants. He said they're too specific. He said I don't see how, I agree with looking at 2021 too but I don't see how we can divide a pot of money up that's any larger than what we can show they lost because if you give more money away than what you can show that you lost you might have to pay some of it back but if you take up what the whole loss was and then we decide how to appropriate it, that looks to me on how we should do it. He said take grants out of it because taking grants out of it is possibly going to make some of the losses bigger. He said it doesn't look like it here, but it could.

Commissioner Walker said do we know the total loss or gain for the whole County. He said with the numbers you've given us, if you add and subtract the loss and gains of all of these departments, what is that figure.

Mr. Newkirk said for the six I could do some quick math. He said $95,180.

Commissioner Walker said as a gain or a loss.

Mr. Newkirk said as a loss.

Mr. Hedgepeth said just off the chart in front of you, the six on the chart.

Commissioner Richardson said this year it could be more.

Commissioner Rebholz said when I added it up it came to $76,000.

Mr. Newkirk said I can confirm that and get back to you, but I don't have it right in front of me.

Commissioner Walker said I think that number is important to know because then we can say Beaufort county lost this amount of money, EMS, Fire, everybody during Covid years.

Commissioner Rebholz said I think the $95,000 is only the losses, not balanced out by the ones who made more.

Mr. Hedgepeth said I could have certainly made a mistake, but I will check it.

Chairman Waters said in the ARP is there anything in there for equipment that's more specialized when they go to a scene when there's a possibility of Covid. He said I'm trying to think, all of our fire departments have experienced that. He said whether you make three calls or whether you make 50 calls and what I'm trying to come up with is what would help every department make them feel better about going to a Covid call. He said I thought this would be a good, I was one of the ones that supported this, I just think it's really hard, based on what we're hearing between departments, when they have a fund raiser and when they don't or that sort of thing. He said I'd hate for us to cut a check for the one for $40,000 just because it shows up and then we have another department that needs gear for one individual, what does a set of gear go for a new volunteer cost. He said is it $10,000.

Mr. Newkirk said no. He said if you're not counting an air pack, just a turn-out set you see them in, coat, helmet and boots you're probably talking $3,000 to $3,500. He said again, this was a preliminary look for us. He said when we had those conversations with the fire departments we asked them what is your biggest impact from Covid and the fundraisers and donations was the first thing that came back and that's where we started.

Mr. Alligood said Mr. Chairman, since the State has done a similar kind of thing, they anticipated that, let us reach out to some of the folks at the State and see how they came up with their number. He said the Association, as you're aware, you may or may not be aware the Association and the League of Municipalities has been tasked by the general assembly to be so called experts to help counties and municipalities with ARPA funding. He said they haven't been able to start that yet because we don't have the state budget yet and those appropriations are in the state budget. He said so let us reach out to them. He said I don't think this is a unique situation to Beaufort County, it's happening in all 100 counties. He said if a Board of Commissioners is trying to assist those groups this is not a unique situation so there should be an opportunity to have some broad discussion across the state to make sure that we can all stand scrutiny. He said I think the Association will help with that; I think the League of Municipalities could help with that. He said again, we wanted to bring this to you, so you saw what the numbers were. He said I think the challenge that we have is that we supported all those agencies with PPE and protective gear for Covid related stuff so that kind of comes off the table because that went through State EM down to us and we helped to make sure they had those as they needed it. He said you've just got to be careful how you, you've just got to be able to stand up to scrutiny when someone, when an auditor comes in and says show us how you allocated those funds.

Chairman Waters said is everyone in agreement to let staff come back to us at the next meeting.

All agreed.

Contract Renewal for General Mitigation Support, Maintenance, and Application

Mr. Newkirk said as many of you are aware there have been various aspects of the county's mitigation efforts that we have used contracts to fulfill in the past. He said Mid-East being one of those. He said this particular contract is for service

support and maintenance. He said if I could kind of walk you through that, imagine all the legwork that goes into putting that information together, presenting it to FEMA and reaching that award notification. He said so all the public meetings, the paperwork, the back-and-forth email and informational exchanges with the state and FEMA, that is the scope of work that this contract would address. He said as we look at the projects that are currently on the table, we are, as many of you know FEMA isn't exactly timely, it takes a long time to go through those processes. He said right now we have 36 elevation projects, one commercial project and 18 acquisitions that were submitted under Florence. He said that is currently underway with the evaluation process that we have received preliminary notification stating that we have moved to the next tier of that award process. He said so that is what's currently underway. He said since then the FMA 2020 money has come out in which we believe we have some more properties, roughly 8 or so, that's being reconsidered. He said so that's eight on top of the Florence storm. He said then we now have, we're in that window of time where we're in the FMA 2021 where we're going to start the process of submitting those applications and we believe we have 20 to 30 houses that would go under that. He said so it's a lot of information exchanged both at the state and federal level that gets us to the point of having those projects awarded. He said this particular contract is for Mid-East to provide those services for us. He said it is a four-year contract but there is verbiage that either party can terminate that as well. He said the other thing that we keep in mind with contacts like this is there's a little bit of chance that also goes into this. He said if we have a storm that impacts us in the next couple of weeks or before this season ends, all of the work associated with the public information and collecting of information, damages, and loss, all of that would be covered with this scope of work.

Commissioner Rebholz said I don't know if it was last month or the month before, but we approved the state taking over that right.

Mr. Newkirk said that was for the management of the project once it's awarded. He said so FEMA awards it, and the work actually starts to go underway, the mitigation process, this is all the work that goes before that in order to complete the application window and get a property approved.

Commissioner Richardson said I want to be sure I understand these programs because I've been casting a bad eye on some of this stuff. He said these are properties that the owners did not purchase flood insurance for, is that correct.

Mr. Newkirk said no sir, not particularly the case for all properties. He said this could be repetitive loss. He said someone could've had flood insurance and it's been rebuilt several times since then so not all the properties under this program were residents who failed to have insurance.

Commissioner Richardson said most of the repetitive losses, they run a premium up to a point where you can't afford it so I would say most repetitive loss didn't have insurance policies.

Mr. Newkirk said we're finding that not to be the case. He said I understand your point but we're finding that not to be the case.

Commissioner Richardson said well why didn't, you mean they're going to pocket the insurance check and we're going to come back and fix them again.

Mr. Newkirk said no sir. He said I'm not following you on that.

Mr. Alligood said so the challenge is, Commissioner Richardson, FEMA has a program where they continue, they pay you to fix your house over and over again instead of taking a big chunk and elevating it and getting it out, so it doesn't flood again. He said they finally figured out that it makes sense to elevate the project, spend three or four times more to get it out of the flood than to continue to pay to repair it year after year. He said it's just common sense and they finally figured it out that that's what you ought to do than to continue to pay to fix it every time.

Commissioner Richardson said I think what you're talking about makes sense. He said the problem is we've had so many floods that just about every property in the County that could possibly be impacted must have been impacted by now. He said the second part of this is these 18 acquisitions that you're talking about here. He said I have a problem with that because if you acquire those properties they come off the tax rolls and you can never build on them again. He said they're highly restrictive and what are we going to do with them. He said I'm not going to vote for anything that takes property off the tax roll. He said if you can work a deal, well, it's the same thing, what I was about to say was the same thing but I'm not willing to vote to take property off the tax rolls. He said I've had enough of that.

Mr. Newkirk said any of the grant programs that we get FMA, as soon as we get notification that those projects are awarded by FEMA, the final stamp on that is us bringing it to you as a Board and signing off on that as a Board so those particular cases, these 18 are in que but before there's any signatures tying us to those responsibilities, that comes back to you.

Commissioner Richardson said are we going to be able to segregate those or are we going to be told it's a lump sum package, take it or leave it.

Mr. Newkirk said I'm not certain of that.

Mr. Alligood said I don't know the answer to that. He said I can tell you the majority of acquisitions, I believe, are in the City of Washington and we will be moving forward, as I understand it, doing our own now. He said it used to be, back several years ago, and when you think about these programs they're all five and six and eight years ago because they're so slow in getting them done, we used to combine projects together. He said the County used to say to municipalities, if you have something send them to us and we would submit them all together to try and have a larger pool and make it look better and get them awarded and to some extent I think that helped. He said then what we found out was when that occurs then the County's name goes on all of them, and we got tired of cutting grass in Belhaven because we own property in Belhaven.

Commissioner Richardson said yeah, that's what I'm talking about.

Mr. Alligood said so what we said was from now own we're not going to do that; you guys are going to do your own. He said we'll be glad to certainly help you but we're not going to acquire properties in municipalities. He said if they want to do that they can do that, and our goal is for those to be elevations and keep those on the tax books. He said we recognize that very clearly as well and we don't want to take stuff off the tax rolls.

Commissioner Richardson said I don't want the County to acquire stuff even outside municipalities because this becomes a long-term impact on real estate development and a whole bunch of things. He said it's very negative for the citizens of our County.

Mr. Alligood said Commissioner Richard, Woody Jarvis used to send me bills every month for cutting grass in Belhaven.

Motion: Vice-Chairman Langley motioned to approve the contract with the Mid-East. Commissioner Rebholz seconded.

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

See Addendum 3

Receipt of Bath Community EMS Building

Mr. Carnie Hedgepeth said it's been a long process, as they have officially entered into dissolution. He said they are at a point now where they would come out, they were able through their attorney and our attorney to get the verbiage on a deed and come to an agreement which stands before you now. He said they are still in the process of complete dissolution. He said we are also going to be, we are working on receiving an EMS truck from them as well. He said they're not at that point yet, that's still going through questions with the attorney general's office. He said for the Bath building itself, you have a deed in front of you for this property. He said there is one thing I'd like to bring to your attention on page 411, you've probably already seen it. He said they have one request in the deed before it is transferred that it would remain in use for EMS or some, our final agreement was some type of emergency service use. He said if the building were to stop being used for six months, consecutive, that it was not used for something for a first responder or emergency service use that the building would then be released from the County and go to Bath Fire Department, where it would stay in some type of emergency service use. He said the building is in a prime location for us for EMS. He said we certainly don't see

that happening, we'll always have a use for it, but they request that be the final verbiage in it and we're able to agree upon and we bring that before you. He said so I ask you now, or I present to you now the deed and I'd be glad to answer any questions.

Commissioner Walker said does that property flood during hurricanes.

Mr. Hedgepeth said no sir. He said now, all around it, and you would not want to walk across the grass of this property but the there's ditches around it and the water does not come up in that building.

Chairman Waters said it comes on the property.

Commissioner Booth said how much were the repairs you had to do to it.

Mr. Hedgepeth said it was around $32,000 to $35,000 of an upfit. He said with that there was some building repair. He said the other things we did was we converted a meeting room to bedrooms, we had to install a sprinkler system into the building and general upfit so we could put crews inside the building. He said with that, that was funding the community granted us, so we were able to do that.

Chairman Waters said I think we also did, did we do it or did they do it, the improvements to the septic system.

Mr. Hedgepeth said yes, both. He said we actually took part of the first monies they gave us, and they matched or halved the septic tank with the second part of the money, but a complete septic system has been put in.

Commissioner Rebholz said so there has been a building inspection done on this facility by a certified inspector

Mr. Hedgepeth said when you say inspection what do you mean. He said we worked with the building inspector when we did everything.

Commissioner Rebholz said so that's been done.

Mr. Hedgepeth said yes sir.

Commissioner Booth said so we have a certificate of occupancy.

Mr. Hedgepeth said yes sir. He said it was being used already. He said we had to have a permit from the inspector to do the things that we did.

Motion: Commissioner Booth motioned to accept the property from Bath. Commissioner Walker seconded. The vote was unanimous.

See Addendum 4

Chief Deputy Rose said Mr. Chairman, I had to step out to answer a question from the Health Director, is there any way we could revisit my position request.

Chairman Waters said we had it tabled and it was approved 6 – 1 to table it to the next meeting.

Potential ARPA Public Works Projects

Ms. Christina Smith said in your agenda packet you'll see, there was a previous request that Public Works, specifically the Beaufort County Water Department, provide a list of potential projects that could be funded by the American Recovery Act funds. She said you have that list in front of you. She said there are ten items listed. She said the items are listed and then their estimated costs there. She said do you have any questions about those.

Commissioner Richardson said take item number 4 and 5, create those loops, what are the benefits of that.

Ms. Smith said the benefits are those are both located on the south side of the river, the western part of the County. She said if you see those are Carrow Road and Barr Road and then also Pollard Road and Cayton Road. She said those are two areas that, for those of you that have been on the commission for a while you know that we have pressure issues in the western section of the south side of the river. She said that's along a section of the river so that's along highway 33 towards the Craven County line. She said there's been multiple discussions throughout the years to improve that. She said there's been discussion about construction of a new elevated storage tank. She said when Withers and Ravenel completed the hydraulic modeling, these are two of the projects that came out of their suggestions. She said there are other suggestions that they have above that are not capital projects, that are more working with tanks and that kind of thing, but these are the capital projects that they suggested for that. She said if you look at a map of our system and you look at this area there's only a single feed that feeds the most north-western portion of the southern part of the County of the southside of the river. She said it's kind of difficult to explain because it's not the north-western part of the County it's the north-western part of the southside of the County so we're talking about up Highway 33 just before you cross into the Pitt County line, in that area, and that is fed by a single feed from Frederick Road off of Highway 17. She said again, so if you're visualizing the County you'll see that's a large number of customers that are fed off of that single feed and so by installing the 6" loop from Barr Road to Carrow that would provide a second loop so then there would be two sources of water that would provide water to that far north-western portion of the southside.

Commissioner Richardson said how low does the pressure go in those areas.

Ms. Smith said under normal working conditions everything is fine. She said from day-to-day activity there's not a problem. She said the problem that we have is when a one hydrant is opened up or something changes within the system. She said so as long as everything, it's a closed loop, then everything operates at normal pressures but when there is a water main break anywhere along that area then that's when the pressure drops, and the phones start to ring, and we start to have issues and they potentially have to issue the system pressure advisories.

Commissioner Walker said is this anywhere, the numbering system here is not in any particular order.

Ms. Smith said it is. She said it's what Water Department staff would recommend. She said the SCADA system, again, those that have been here, we've had discussions about replacing the SCADA system, even in the budget workshops this past year. She said we said we would be bringing that back to you and even at that time we figured it would be a project where we would use outside financing to do because of the lower interest rates. She said so, again, having the ARPA funds to finance the SCADA project is definitely the preferred method to finance that project but that is a top priority of the Water Department.

Commissioner Walker said 9 and 10, you can't put a figure on them.

Ms. Smith said 9 and 10 there was not a figure at that time. She said I do have the figures now. She said #9, the estimated figure would be $515,000. She said then the estimated figure for #10 would be #1,375,000. She said that would be combining all of the individual areas. She said again, the ones listed, #10, these are not, the subdivisions listed in #10, and I will list these for those in the audience, Windsong II, Windsong III, Friedman Drive, Credle Drive, Mordecai Lane, Ashton Drive, Topping Road, Lovick Lane and Sam Grady Road. She said those are areas that people have called the Water Department on numerous occasions inquiring about water. She said people who have purchased lots, inquiring about purchasing lots and want to know is there water in those particular areas. She said Windsong II, Windsong III, I believe there's been a letter that's been distributed that Commissioners have read about that. She said that is an existing subdivision off Highway 33, east of Aurora, basically at the end of or line. She said it's at the end of our 8" main before you cross over into Pamlico County. She said then you have Friedman Drive, which is, again, in the Blount's Creek area. She said Credle Drive, Mordecai Lane, Ashton Drive, for those on the Water Committee, you will recall that residents in that area, especially Credle Drive and Mordecai Lane, approached us about 18 months ago about bring water to them. She said that is located off of Kelly Road down near Potters Marina. She said Ashton Drive is an existing subdivision that is located in that same general area. She said then Topping Road, Lubbock Lane is off of Asbury Church Road and Magnolia School Road. She said again, these are things that popped into our mind that people have requested so that's where these came from.

Commissioner Booth said looking at your list here I know it's a potential list and I know you're not expecting to get all ten of them, I understand that but is there any way possible we could apply for some grants to help offset the cost of some of these.

Ms. Smith said we generally do. She said SCADA System, we have been trying to get grant money for the SCADA system every which way from Friday. She said all of the division infrastructure projects, we have talked with them repeatedly about that and because we have a SCADA system so it's maintenance and repair. She said if we didn't have a SCADA system then we would be, grant funds would be available for purchasing new, but they do not provide grant funds for maintenance or repair of existing. She said so each of our other projects we try to tack on as much as we can, and they still catch us on that too. She said our gas conversion to liquid chlorine, we tried to incorporate that into it, and they've come back specifically on the same note that SCADA repairs will not be included in this part of the project.

Commissioner Booth said there's nothing wrong with your list, I was just wondering off the top of my head it's around $4 million and I was just wondering was there some more money out there that you could get.

Ms. Smith said we will continue asking. She said there, again, the state has a lot of funds available, and they do, just as the Commission has money they're trying to determine how to allocate those funds, the State is also in that situation. She said I was at a conference where the secretary of DEQ spoke and that's exactly what she said, we're having these funds come in from the federal government and at this point we're trying to find the best ways to allocate those, whether it be through, they are looking to still do that division, that allocation through their existing programs so it depends on how they change. She said that's one of the things we spoke to her about and asked her to relax some of the requirements in order to allow us to get some of the projects done that we need to get done. She said but again, we will continue to do that, to look for grants. She said if these, the loops, Withers and Ravenel had these as potential projects so that is what we would do. She said as we are wrapping up the capital projects that we currently have funding for we would begin the next cycle in hopes that we would receive some grants to do installations as possible.

Commissioner Booth said your concern right now is the SCADA system.

Ms. Smith said the SCADA system is my #1 concern, beyond a shadow of a doubt, absolutely.

Commissioner Rebholz said just, I think, a comment. He said when we asked you I think we were asking you to build out the system. He said that was the primary request we had, in other words, to take the lines out to the end of where they were needed. He said I don't recall being part of that was all the rest of this. He said it really doesn't matter because this is one piece of several that we're going to look at down the road to determine because we don't have unlimited funds because we've already committed our whole first round of funds and the next round will be about $4.5 million, and we've got a whole series of projects to look at.

Chairman Waters said we've committed, broadband, was it $4 million and then on the building, did we come up with a figure, was it $1.2 million.

Commissioner Booth said it's $2 million.

Ms. Smith said I guess, Commissioner Rebholz, my confusion would be when you say build out the system. She said the water system, we have mains on all of the major highways that go from county line to county line but as development continues to come into the County and we grow, that the system will continue to grow to match that development. She said there are subdivisions in locations now where there were not subdivisions ten years ago when the system was originally being installed.

Commissioner Richardson said we need to do the things in here that are going to serve the people that have been in here with requests, like items 9 and 10, which is the Rowe Avenue, Swan Point, Summer Isle, Morning Glory and then Friedman Drive, Credle Drive, Mordecai Lane, all those places. He said I think we should take the items #4 and 5, the sum of those is $3.3 million. He said the cost of doing those two and serves the most people and actually gets us some revenue, because 4 and 5 produce no revenue, I think we should take that $1.9 million and reduce the $3.2 million for those other two items and fund items 9 and 10 because that serves individuals. He said looping a line is a great thing, I understand what you're talking about. He said from an engineering standpoint yeah, that works, but from a politician's standpoint, getting these people some water that need it is what we're supposed to be doing with this system. He said that was the whole purpose of the USDA system to begin with so that's a motion.

Chairman Waters said okay, so your motion is to do 9 and 10.

Commissioner Richardson said yeah, to take the sum of 4 and 5 and reduce 4 and 5 by the sum of 9 and 10, that leaves you about $1 million or a little more. He said then she can spend it wherever she wants to on 9 and 10.

Chairman Waters said I'm confused.

Commissioner Richardson said okay, let's go over it again, let's go by the steps. He said if you sum items 4 and 5.

Chairman Waters said is #1 in your number.

Commissioner Richardson said no, let me, let's go by the steps. He said take items 4 and 5 and sum them. He said you've got $3.3 million. He said she gave us a total for 9 and 10 of $1.9 million, well almost $2 million. He said so subtract $2 million from the sum of items 4 and 5, you are funding 9 and 10. He said that gets water to people, to citizens, to people and that leaves $1.3 million that she can use for looping. He said there's several looping projects in here, so you don't have to worry about needing all that money for one looping project.

Chairman Waters said what is the total dollar amount for your motion.

Commissioner Richardson said I'm adjusting her numbers.

Mr. Alligood said I think from our perspective, we would be interested in you saying I want to fund this one and I want to fund that one, I want to fund #9 and #10.

Commissioner Richardson said I want to fund #9 and #10 at the expense of #4 and 5.

Mr. Alligood said right but I don't think you're asking for 4 and 5 yet. He said just say we want 9 and 10 and then we'll figure out where the rest of the money goes.

Commissioner Richardson said that's all right with me as long as we're funding 9 and 10. He said those are the important things that need to be funded.

Motion: Commissioner Richardson motioned to fund projects #9 and #10. Commissioner Walker seconded.

Vice-Chairman Langley said I disagree. He said I think the SCADA system is far more important than all the rest of these things because we need to make sure that we stay on top of the entire system. He said because if you don't have everything up to date and you can keep your water flowing the way it should be flowing, so that you know what you need to know, you're wasting your time. He said actually, the SCADA system is 3rd cheapest, well 4th cheapest on the whole list and you're talking about $3.3 million, we're talking about $700,000.

Commissioner Richardson said Mr. Chairman, let me address that. He said I agree 100%, I'm not changing the priority list that she has at all. He said what I'm saying is if you take items #4 and 5 you've got $3.3 million. He said I'm saying let's reduce that by the amount of money we need to fund items 9 and 10. He said I'm not changing the priority, I'm not taking anything out, I'm saying now we have less money for the loops. He said the loops are a whole lot less impressive to the citizens of Beaufort County than 9 and 10 being able to get water. He said that's all I'm saying. He said I don't have a bit of problem with the list.

Commissioner Rebholz said guys, I think this is information we're being given. He said it's not time to be voting on something because we haven't heard about the jail yet, which could be $4 million. He said I think we could take all this information in and at a date, after we get it all, then we can sit down and talk about which of the priorities, given the funds that we have. He said I don't think voting on something right now is appropriate because we don't know what all the other requests we're going to have.

Commissioner Richardson said let me go back on that. He said I don't disagree at all with the procedure. He said I just want to be clear from the Boards perspective, if that's what the Board believes, that giving people water in 9 and 10 is more important than some engineered loops.

Commissioner Booth said I see where you're coming from Mr. Richardson but how many people are we talking about in 9 and 10.

Commissioner Richardson said they can figure that out.

Commissioner Booth said that's why I'm not ready to vote. He said I'd vote no but I think she could give me a number tonight about the SCADA system, that's everybody that's on our water system. He said I'm like Commissioner Rebholz, I'm not ready to vote on itemizing right now. He said I don't have enough information.

Chairman Waters said I think what Commissioner Rebholz is saying is the total amount of money that we've got is $9.1 million and we've pretty well set aside about $6 million so we're still looking at $3 million and we still have something that are on the table.

Commissioner Walker said Commissioner Richardson would you change your motion to put 9 and 10 as more of a priority than they are.

Commissioner Richardson said I think that might solve the problem if we move 9 and 10 up to where 4 and 5 are and move 4 and 5 to where 9 and 10 are. He said that solves the problem in the priority list.

Chairman Waters said that's roughly $2 million so that leaves a million for whatever else we may do.

Commissioner Rebholz said no because whatever we may do may end up being more important than any of this.

Commissioner Richardson said we're talking priorities and I think the priority on 9 and 10 is higher than 4 and 5. He said that's really, I guess, what we're talking about.

Chairman Waters said so your motion is priority wise, to move those up to 1 and 2.

Commissioner Richardson said if that clarifies things I'll withdraw my original motion and say that we need to prioritize 9 and 10 and put them where 4 and 5 are and take 4 and 5 and put them down where 9 and 10 are.

Commissioner Walker said but we're not spending any money right now.

Commissioner Richardson said we're not spending any money.

Motion: Commissioner Richardson motioned to move #9 and #10 on the Public Works priority list to #4 and #5 and to move the original #4 and #5 down to #9 and #10, respectively. Commissioner Walker seconded.

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

NCDOT Project, Betterment Opportunity

Ms. Smith said the North Carolina Transportation Project R-2511 involves the widening of US Hwy 17 from north of NC Hwy 171 to existing multi-lanes south of Williamston. She said that will require the relocation of existing Beaufort County waterlines. She said North Carolina Department of Transportation includes in the cost of the project the relocation of existing waterlines in kind. She said meaning that, they replace it with the same like and size of the waterline that we already have however, Beaufort County has requested that NCDOT upsize approximately 2,400 linear feet of line from 3" to 6" to allow a future interconnection with Martin County Water. She said Beaufort County would only be responsible for the increase in cost for the betterment. She said this is, basically the 2,400 linear feet of line is from Robersonville Road to the Martin County Line. She said we currently have a 3" line there. She said we would like, since they're having to replace that line we would like to go from a 3" to a 6" and we would only have to pay for the increase in material costs and then just a slight increase in labor costs rather than them going in and doing the widening of the project, installing the same 3" line and then us coming back in the future and having to go back and reinstall that 2,400 feet of line in order to connect with Martin County. She said as you know, one of the things at the Water Department, and the County as a whole, that we

spend a lot of time in the past 10 years is being more resilient. She said right now Beaufort County water system, especially the north side, we receive water from the plant, the City of Washington plant and we also have a secondary feed from the southside of the river, but we would also like to have an interconnection with Martin County. She said currently, at this time, the estimated cost to Beaufort County would be $148,710, including the engineering costs. She said the project is scheduled to be let in December, at which time the values may be revised. She said funds would be allocated from the Water Fund balance and attached you have the utility construction agreement from NCDOT. She said again, when we were looking at this we were trying to look ahead and put the system in the best situation that we can. She said at the time that we decide to go and do the interconnection with Martin County, the Division of Water Infrastructure is currently encouraging systems to be interconnected with each other so that is something I feel very confident we would be able to get grant funds in order to complete that interconnection to purchase the vault, the meters and any other things that are needed at that time.

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

Commissioner Richardson said before you do that, would you hear me before you make the motion.

Vice-Chairman Langley said I've already made the motion.

Commissioner Booth said I seconded.

Commissioner Rebholz said you make a motion, then a second and then we have discussion.

Commissioner Richardson said no, I want to talk before you make the motion.

Commissioner Booth said how long did you say you were switching to 6".

Ms. Smith said 2,400.

Commissioner Booth said at $148,000.

Ms. Smith said yes sir.

Commissioner Richardson said I don't have a problem with upsizing the line to a 6" line for the long-term future btu do you realize where the water comes from for one of the notoriously expensive water systems in the State of North Carolina and also from one of the notoriously, at its inception, low quality sources of water. He said Beaufort County gets its water out of the Castle Hayne aquifer. He said all of our water comes out of the Castle Hayne aquifer and is some of the best tasting water in the United States. He said quality wise, quantity wise and everything else. He said Martin County's water comes out of the river. He said you do not want to connect this system to an inferior system. He said that is a serious mistake. He said I know you're going to tell me it's treated and all that crap, water taste different from different places. He said water has different quality from different places and I ask you to remember when we took the city's water out of Tranters Creek and all the problems you had with that. He said the Martin County system is worse. He said don't do this. He said I am not going to support this, under any conditions, to connect.

Vice-Chairman Langley said let me ask you this, if just doing the upgrade doesn't necessarily mean you have to connect.

Ms. Smith said no sir, and I may regret this later, but I would like to say this regarding Commissioner Richardson's comments. She said this would be, this is not something we are looking to do on a permanent basis. She said this would be an emergency connect. She said this would be if there was a failure, an electrical failure with water lines during hurricanes, major storm events, when we needed water to provide either all of the system or a section of the system. He said Commissioner Richardson is correct, a portion of Martin County water is surface water. She said they do still have wells that they pull from so I agree, mixing water is not the best idea but if it comes to no water or water from Martin County I believe the residents would rather have the water from Martin County. She said I'm also, just because I can't help defending our, the Martin County water system is managed by Public Water Supply, just like Beaufort County is with all the testing and procedures and all that kind of thing so if we ever do have to, if we do this and do an emergency connection it is water that has gone through the same standard of water testing but surface water does have a different chemistry and may have a different taste than what people would be accustomed to but on a temporary, emergency basis is what this would be used for.

Commissioner Booth said the chances of us ever having to do that would be rare.

Ms. Smith said I hope it never has to happen.

Commissioner Booth said but it's better to be safe than sorry.

Commissioner Richardson said let me go back and address that, what she just said. He said when we put the line under the river from the southside of the river we have access to three water producing plants in Beaufort County. He said that was supposed to take care of us forever and we have wells all over the County with generators on the wells. He said the chances of us running out of water are slim. He said I'm not saying it's impossible, but you do not want to connect this water system to the Martin County water system. He said don't do that, you will regret it.

Chairman Waters said the motion is to approve the construction agreement as well as the, are we calling it the betterment project to upsize to 6".

Ms. Smith said yes sir, the agreement with NCDOT, where they upsize from a 3" to a 6".

Commissioner Richardson said we aren't talking about the interconnection with Martin County.

Ms. Smith said no sir, this has nothing to do with the interconnection. She said this is only changing the pipe size and getting us to that point.

Commissioner Richardson said I don't mind doing that.

Motion Restated: Vice-Chairman Langley motioned to approve the utility construction agreement with NCDOT and the budget amendment. Commissioner Booth seconded. The vote was unanimous.

See Addendum 5

Approval of Landfill Commercial User After-Hours Access Agreement

Ms. Smith said the Public Works Department recommends the approval of the attached landfill commercial user after-hours access agreement. She said an automated gate with card readers was recently installed at the Beaufort County Landfill entrance. She said select vendors, maintenance technicians and cellular tower representatives require after-hours access. She said commercial users have also expressed an interest in accessing the landfill on days that the site is closed to the public. She said staff developed the attached agreement so that all after-hour users would be aware of the regulations of the landfill and the County would have records of the traffic. She said the agreement requires commercial users to establish an account, maintain their account in good standing, and follow landfill rules and regulations. She said if users do not comply with the requirements, the County may revoke the after-hour privilege. She said it is recommended that a $10.00 fee will be charged per card for commercial users to offset the costs associated with the cards and labor to manage the program. She said the access agreement has been reviewed by the County Attorney. She said staff recommends that the Beaufort County Commissioners approve the commercial use after-hours access agreement and a revision to the FY 2022 Solid Waste Fee schedule to add the $10.00 per card fee. She said this user access agreement, obviously from this, is in order to allow us to track who is going in and out of the landfill. She said as you recall the landfill now has revised operating hours. She said it's open on Tuesday, Thursday, and Saturday so this would allow the commercial users to still access and be able to go in and dump their vegetative debris so we're working through that process, and this is the first step to do that but since we do have the gate with a lock we want to have a record of everyone who's going in and out. She said for those of you who are familiar, there is a tower located on this site, a cell tower, so there are other people who are coming in and out of our property and we are trying to keep better track of that and maintain that better than it has been in the past. She said that's the point of this access agreement.

Vice-Chairman Langley said this would be after hours so those bringing in vegetative debris, they don't have to weigh it.

Ms. Smith said they would still weigh and there are cameras that are up so if they did not self-report, and also in discussion with Waste Works to get an automatic card that they would also have to start swiping to do that, so this is just the first step

in a process with the commercial vendors. She said so they would still be paying. She said actually this would be, help us to track, to maintain that they are paying when the go in.

Vice-Chairman Langley said they'll pay for the weight of the material plus the $10.00.

Ms. Smith said yes sir.

Commissioner Richardson said would you have automatic scales that weigh and print out a ticket, how would that work.

Ms. Smith said that's what we're working on with Waste Management to do that. She said we currently do not have that but that is the next step in the process, to do that.

Chairman Waters said this is only at Hawkins Beach.

Ms. Smith said yes sir.

Motion: Vice-Chairman Langley motioned to approve the after-hours access agreement. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 6

Approval of Two-Year Cellular Service Contract for Security Cameras

Ms. Smith said during the development of the FY 2022 Solid Waste budget, staff explored options for security cameras at all 10 of the solid waste collection sites. She said staff contacted EIS Data, which is our IT contractor about a quote for the cameras at those sites. She said in discussions with EIS it was determined that was not feasible, cost wise, because of the locations of the sites, how spread out they were, how rural they were as far as getting broadband and that type of thing and needing to get computers and all of the different issues that would be required. She said EIS Data mentioned that we should investigate cellular service. She said Mr. Overman contacted US Cellular to obtain a quote for one camera at each site and the cameras, they gave us a purchase price of $400.00 each and then with the $39.00 per month plan, that's what was included in FY 2022 budget. She said the monthly plan provides a cellular service, that's right in line with what a cellphone would be per site but that also provides the file storage and that's the issue we were having if we were to do something hardwired at all of the sites. She said so the storage is included in that $39.00 per month plan. She said at that time US Cellular said they would check to see if they could do anything to give us a cost reduction but of course, as we were preparing the budget back in January and February we included the full $400.00. She said when the contract came in from US Cellular they presented us with a 2-year service agreement that will reduce the cost of each camera from $400 to $50.00 each but in order to get the $350.00 reduction per camera we have to sign a 2-year agreement with US Cellular. She said per our purchasing policy the Board of Commissioners must approve all multi-year contracts so I'm here to ask you to approve the contract with US Cellular so that we may get the $350.00 discount on the ten cameras we will purchase.

Commissioner Richardson said the people at the roll-offs do not collect money from anybody, right.

Ms. Smith said no sir.

Commissioner Walker said who monitors this video and is it monitored live.

Ms. Smith said it is not monitored. She said it is more that it will be, its historical and that we will be able to access it if needed to be and know that the sites are being monitored. She said as I recall that is something the Commissioners asked us to do and therefore that was included in the budget and was approved.

Commissioner Richardson said who's going to install this and what's that going to cost.

Ms. Smith said they're actually, we're not 100% who yet because each site has, will have a different location but they're very simple. She said actually County Maintenance with, perhaps we may need to get a local electrician to pull some power but they're very, the cameras are about the size of my fist so it has the camera and then there's a solar panel that powers the panel, so the installation is very minor, which is one of the reasons we went with the cellular option.

Commissioner Rebholz said how long is the storage, what is the timeframe because some of these systems have seven days and then they start recording over.

Ms. Smith said it's longer than that and I apologize, Mr. Overman told me what that was, but I do not remember. She said I want to say it's along the lines of a month but it's longer than what some of the smaller residential systems have.

Commissioner Rebholz said is this going to be motion activated. He said otherwise that's a ton of data.

Ms. Smith said I'm, I apologize, Mr. Overman is on vacation this week, or he would be presenting this. She said he worked on the details of that, but he worked with EIS and US Cellular regarding what was specifically needed, and they felt this would be what was needed. She said I would think, that's how the cameras are set up in the County buildings, they're motion activated so that is what I would assume, although I try not to assume, but I think that is the case.

Motion: Vice-Chairman Langley motioned to approve the 2-year contract with US Cellular. Commissioner Booth seconded.

See Addendum 7

Approval of NCDOT Encroachment Agreements

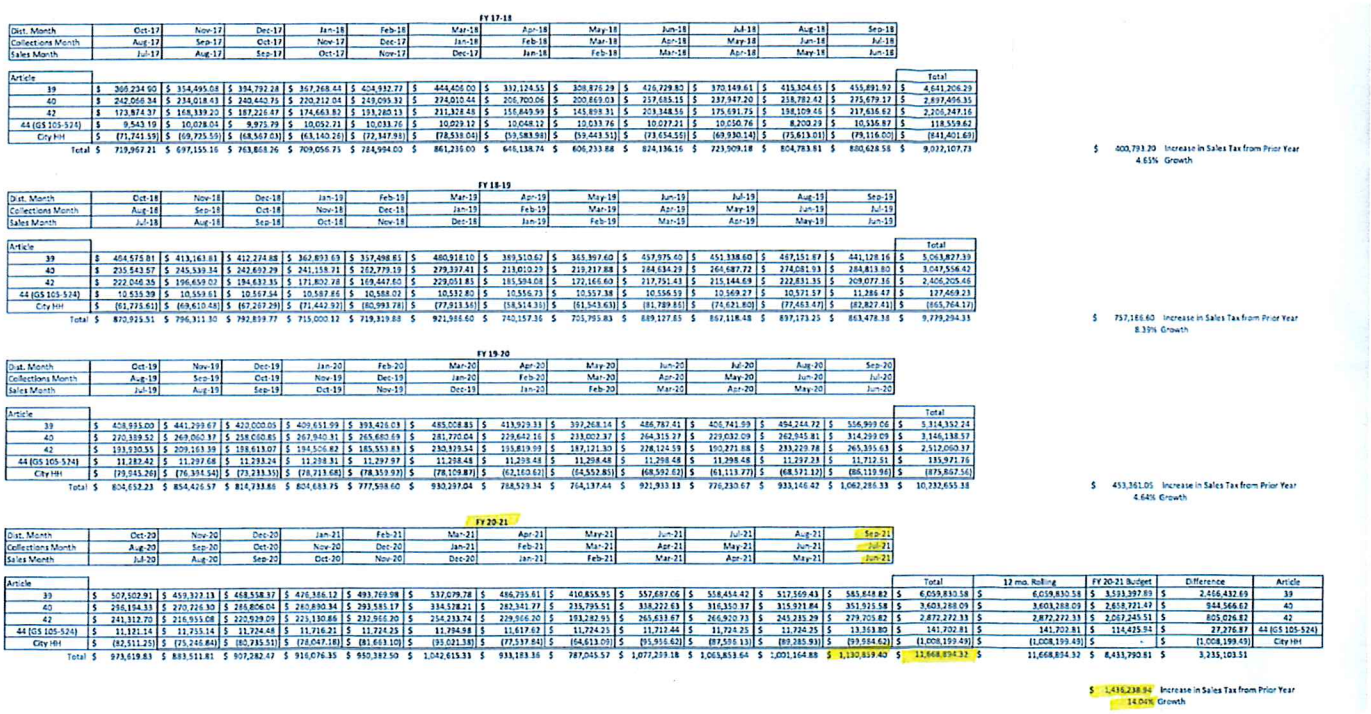
Ms. Smith said an encroachment agreement is required for the installation of new utilities and non-utility facilities within the NCDOT right of way. She said basically, if you're installing anything in an NCDOT right-of-way you have to get permission from NCDOT to do that and they're method of doing that is through an encroachment agreement. She said NCDOT allows utilities to submit a blanket encroachment for routine utility service connections to customers on non-NCDOT property adjacent to the right-of-way. She said this is something that utilities have in place. She said Beaufort County Water, we have looked through our records, NCDOT has looked through their records and we have been unable to locate a current blanket agreement that Beaufort County Water has. She said we have multiple encroachment agreements for many projects that we have done throughout the years, but we do not see a blanket encroachment agreement and so what I have presented to you today is a blanket encroachment agreement, which would cover all of our installations of our typical service connections. She said this would be in the majority of the roads in Beaufort County other than the controlled access roads, which is basically Highway 17. She said it has the fencing on the side so those are limited control or limited access. She said so the blanket encroachment agreement applies to many of the services that are installed however it does not apply to services that are installed by horizontal direction drill or within a controlled access highway. She said those installations will require an additional permission using either form 16.1 or 16.2, which those are included in your agenda book. She said because of the routine nature, frequency and occasional urgency of the installations, staff requests authority to submit other encroachment agreements on behalf of Beaufort County Water, as required. She said so again, the blanket encroachment agreements will, I presented those to the Board for your approval because that is something that covers the majority of our installations on the majority of roadways. She said then there will be other encroachment agreements that will be required for individual services. She said if someone comes in and wants a new service on Highway 264 near the Yatesville convenience site. She said that would be installed by directional drill because of the traffic count of that roadway and so we would do an encroachment agreement for that service so that's why I'm asking that staff be allowed to complete these encroachment agreements and submit them to DOT through their on-line program. She said this is, it's a change and not a change. She said it's something that we have found we want to clean up our process. She said we have met with our local DOT representatives and we're just trying to clean up how we are doing things.

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

See Addendum 8

Finance Report

Ms. Anita Radcliffe said I'll start off with a quick update on revenue on the Finance side. She said you'll have in front of you a legal-size sheet of paper with the sales tax numbers at the bottom.



FY 17-18

Dist. Month	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18
Collections Month	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18
Sales Month	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18

Article												Total
39	$ 366,234.90	$ 354,495.08	$ 394,792.28	$ 367,268.44	$ 404,932.77	$ 444,406.00	$ 332,124.55	$ 308,876.29	$ 426,729.80	$ 370,149.61	$ 415,304.65	$ 455,891.92	$ 4,641,206.29
40	$ 242,066.34	$ 234,018.43	$ 260,440.75	$ 220,212.04	$ 249,095.32	$ 274,010.44	$ 206,700.06	$ 200,869.03	$ 257,685.15	$ 237,947.20	$ 258,782.42	$ 275,679.17	$ 2,897,496.35
42	$ 173,874.37	$ 168,339.20	$ 187,226.47	$ 174,663.82	$ 193,280.13	$ 211,328.48	$ 155,849.99	$ 145,898.31	$ 203,348.56	$ 175,691.75	$ 198,109.46	$ 217,636.62	$ 2,205,247.16
44 (GS 105-524)	$ 9,543.19	$ 10,078.04	$ 9,975.79	$ 10,052.21	$ 10,033.76	$ 10,029.12	$ 10,048.12	$ 10,033.76	$ 10,027.21	$ 10,030.76	$ 8,200.29	$ 10,536.87	$ 118,559.62
City HH	$ (71,741.59)	$ (69,725.59)	$ (68,567.03)	$ (63,140.26)	$ (72,347.93)	$ (78,534.04)	$ (59,583.98)	$ (59,443.51)	$ (73,634.56)	$ (69,930.14)	$ (73,613.01)	$ (79,116.00)	$ (841,401.69)
Total	$ 719,967.21	$ 697,155.16	$ 763,868.26	$ 709,056.25	$ 784,994.05	$ 861,239.00	$ 644,138.74	$ 606,233.88	$ 824,136.16	$ 723,909.18	$ 804,783.81	$ 880,628.58	$ 9,022,107.73

$ 800,793.20 Increase in Sales Tax from Prior Year
4.65% Growth

FY 18-19

Dist. Month	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19
Collections Month	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19
Sales Month	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19

Article												Total
39	$ 404,575.81	$ 413,163.81	$ 412,274.88	$ 362,893.69	$ 357,498.85	$ 480,918.10	$ 369,510.62	$ 365,397.60	$ 457,975.40	$ 451,338.60	$ 467,151.87	$ 441,128.16	$ 5,063,827.39
40	$ 235,543.67	$ 245,539.34	$ 242,602.29	$ 241,158.71	$ 202,779.19	$ 279,337.41	$ 213,010.29	$ 219,217.88	$ 264,634.29	$ 264,687.72	$ 274,081.93	$ 284,813.80	$ 3,047,556.42
42	$ 222,046.35	$ 196,659.02	$ 194,633.35	$ 171,802.78	$ 169,447.60	$ 229,051.85	$ 185,594.08	$ 172,166.60	$ 217,751.43	$ 215,144.69	$ 222,831.35	$ 209,077.36	$ 2,406,205.46
44 (GS 105-524)	$ 10,535.39	$ 10,559.61	$ 10,567.54	$ 10,587.86	$ 10,588.02	$ 10,532.80	$ 10,556.73	$ 10,557.38	$ 10,556.59	$ 10,569.27	$ 10,571.37	$ 11,286.47	$ 127,669.23
City HH	$ (61,773.61)	$ (69,610.48)	$ (67,267.29)	$ (71,442.97)	$ (80,993.78)	$ (77,913.56)	$ (58,514.35)	$ (61,543.63)	$ (81,789.85)	$ (74,621.80)	$ (77,463.47)	$ (82,827.41)	$ (865,764.17)
Total	$ 870,926.51	$ 796,311.30	$ 792,839.77	$ 715,000.12	$ 719,319.88	$ 921,986.60	$ 740,157.36	$ 705,795.83	$ 869,127.85	$ 867,118.48	$ 897,173.25	$ 863,478.38	$ 9,779,294.33

$ 757,186.60 Increase in Sales Tax from Prior Year
8.39% Growth

FY 19-20

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

Article												Total
39	$ 408,935.09	$ 441,299.67	$ 423,000.05	$ 409,651.99	$ 393,426.03	$ 485,008.85	$ 413,929.33	$ 397,268.14	$ 486,787.41	$ 456,741.99	$ 494,244.72	$ 556,999.06	$ 5,314,352.24
40	$ 270,389.52	$ 269,060.37	$ 258,650.85	$ 267,940.31	$ 265,680.69	$ 281,770.04	$ 229,642.16	$ 233,002.37	$ 264,315.27	$ 229,032.09	$ 262,945.81	$ 314,299.09	$ 3,146,138.57
42	$ 193,930.55	$ 209,163.39	$ 198,613.07	$ 194,506.82	$ 185,553.83	$ 230,929.54	$ 195,819.99	$ 187,121.30	$ 228,124.59	$ 190,271.88	$ 233,229.78	$ 265,335.63	$ 2,512,050.37
44 (GS 105-524)	$ 11,282.42	$ 11,297.68	$ 11,233.24	$ 11,238.31	$ 11,297.97	$ 11,238.48	$ 11,238.48	$ 11,298.48	$ 11,298.48	$ 11,398.48	$ 11,297.23	$ 11,712.51	$ 135,971.76
City HH	$ (79,945.26)	$ (76,394.54)	$ (73,233.35)	$ (78,213.68)	$ (78,359.93)	$ (78,109.87)	$ (62,163.62)	$ (64,552.85)	$ (68,592.62)	$ (61,113.77)	$ (68,571.12)	$ (86,119.96)	$ (875,867.56)
Total	$ 804,652.23	$ 854,426.57	$ 818,733.86	$ 804,683.75	$ 777,598.60	$ 930,297.04	$ 768,529.34	$ 764,137.44	$ 921,933.13	$ 776,330.67	$ 933,146.42	$ 1,062,226.33	$ 10,232,655.38

$ 453,361.05 Increase in Sales Tax from Prior Year
4.64% Growth

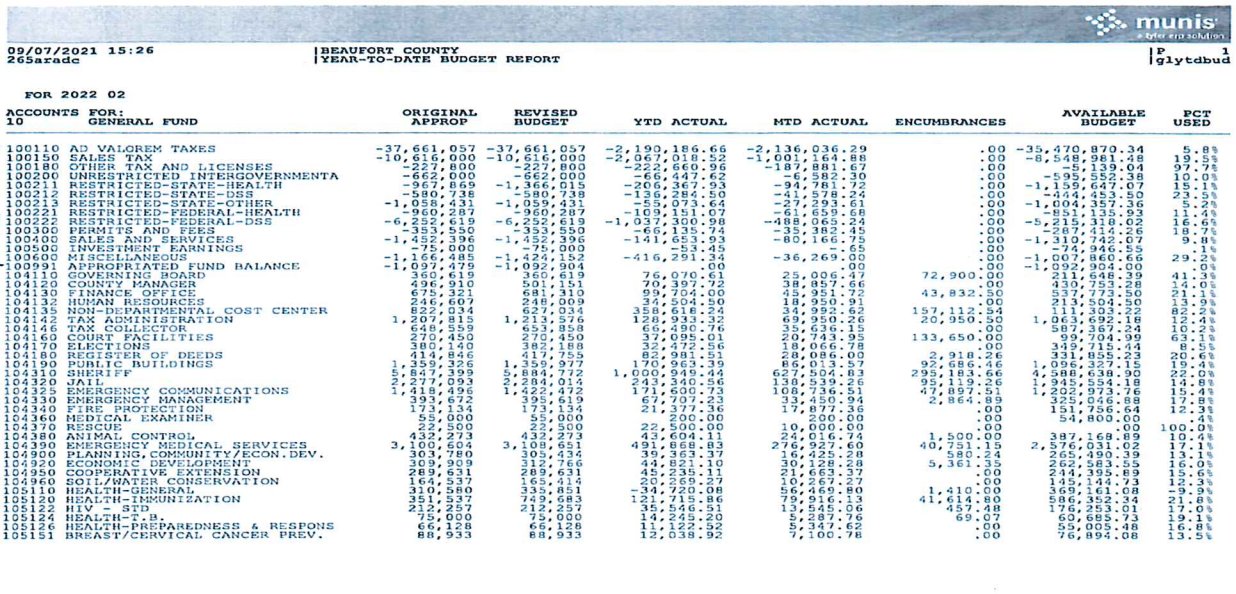
FY 20-21

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

Article												Total	12 mo. Rolling	FY 20-21 Budget	Difference	Article
39	$ 507,502.91	$ 459,322.13	$ 468,558.37	$ 426,386.12	$ 493,769.98	$ 537,079.78	$ 486,795.61	$ 410,855.95	$ 557,687.06	$ 558,454.42	$ 517,569.43	$ 585,848.82	$ 6,059,830.58	$ 6,059,830.58	$ 3,593,397.89	$ 2,466,432.69	39
40	$ 296,154.33	$ 270,726.30	$ 266,806.04	$ 260,830.34	$ 293,585.17	$ 334,578.21	$ 282,341.77	$ 235,795.51	$ 338,222.63	$ 316,350.37	$ 315,921.84	$ 351,925.58	$ 3,603,288.09	$ 3,603,288.09	$ 2,658,721.47	$ 944,566.62	40
42	$ 241,312.70	$ 216,955.08	$ 220,929.09	$ 223,130.86	$ 232,966.20	$ 254,233.74	$ 229,906.20	$ 193,282.95	$ 265,633.67	$ 266,920.73	$ 245,235.29	$ 279,705.82	$ 2,872,272.33	$ 2,872,272.33	$ 2,067,245.51	$ 805,026.82	42
44 (GS 105-524)	$ 11,121.14	$ 11,255.14	$ 11,324.48	$ 11,716.21	$ 11,724.25	$ 11,794.98	$ 11,617.62	$ 11,724.25	$ 11,712.44	$ 11,724.25	$ 11,724.25	$ 13,363.80	$ 141,702.81	$ 141,702.81	$ 114,425.94	$ 27,276.87	44 (GS 105-524)
City HH	$ (82,511.25)	$ (75,246.84)	$ (80,735.51)	$ (78,047.18)	$ (81,663.10)	$ (93,021.38)	$ (77,537.84)	$ (64,613.05)	$ (93,916.62)	$ (87,596.13)	$ (89,285.93)	$ (93,584.62)	$ (1,008,199.49)	$ (1,008,199.49)	$ -	$ (1,008,199.49)	City HH
Total	$ 973,619.83	$ 883,511.81	$ 907,282.47	$ 916,076.35	$ 950,382.50	$ 1,042,615.33	$ 933,183.36	$ 787,045.57	$ 1,077,239.18	$ 1,065,853.64	$ 1,001,164.88	$ 1,138,059.40	$ 11,668,894.32	$ 11,668,894.32	$ 8,433,790.81	$ 3,235,103.51	

$ 1,436,238.84 Increase in Sales Tax from Prior Year
14.04% Growth

Ms. Radcliffe said we have received our June distribution; well, we received the information for the June distributions. She said we'll actually receive the funds in the middle of this month. She said you'll see there, highlighted in yellow, we anticipate receiving $1.13 million the middle of this month for the June collections. She said that is an all-time high for us. She said looking back, we've got this spreadsheet going back 8 or 9 years and that's the largest sales tax distribution we've ever experienced. She said with that being said, that concludes our collections for sales tax for fiscal year 20/21. She said we will wrap the year up with a collection, total collection of $11.668 million and that compares to $10.232 million so we did experience growth of $1.4 million in our sales tax year over year and that equates to 14.04% in growth. She said so everything related to sales tax still looks very promising, very good. She said Mr. Alligood and I have been talking about it a little bit and, you know, just don't know how long it's going to last. She said we don't think it will last forever but we'll ride the wave as long as we can. She said I just really think those numbers are kind of inflated for various reasons. She said you've got the stimulus funds being pushed into the economy. She said you've got the unemployment benefits, which just expired this past weekend, you have people going out there and buying boats and RV's and things like that. She said so we don't think that can continue forever so I think sales tax will level off at some point, I'm just not sure when that will happen. She said moving on you have another handout in front of you, it is the year-to-date budget report.



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FOR 2022 02

ACCOUNTS FOR: 10 GENERAL FUND		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
Rev.	100110 AD VALOREM TAXES	-37,661,057	-37,661,057	-2,190,186.66	-2,136,036.29	.00	-35,470,870.34	5.8%
	100150 SALES TAX	-10,616,000	-10,616,000	-2,067,018.52	-1,001,164.88	.00	-8,548,981.48	19.5%
	100180 OTHER TAX AND LICENSES	-227,800	-227,800	-222,660.96	-187,881.67	.00	-5,139.04	97.7%
	100200 UNRESTRICTED INTERGOVERNMENTA	-662,000	-662,000	-66,447.62	-6,582.30	.00	-595,552.38	10.0%
	100211 RESTRICTED-STATE-HEALTH	-967,869	-1,366,015	-206,367.93	-94,781.72	.00	-1,159,647.07	15.1%
	100212 RESTRICTED-STATE-DSS	-580,738	-580,738	-136,284.50	-41,578.24	.00	-444,453.50	23.5%
	100213 RESTRICTED-STATE-OTHER	-1,058,431	-1,059,431	-55,073.64	-27,293.61	.00	-1,004,357.36	5.2%
	100221 RESTRICTED-FEDERAL-HEALTH	-960,287	-960,287	-109,151.07	-61,659.68	.00	-851,135.93	11.4%
	100222 RESTRICTED-FEDERAL-DSS	-6,252,619	-6,252,619	-1,037,300.98	-488,065.24	.00	-5,215,318.02	16.6%
	100300 PERMITS AND FEES	-353,550	-353,550	-66,135.74	-35,380.45	.00	-287,414.26	18.7%
	100400 SALES AND SERVICES	-1,452,396	-1,452,396	-141,653.93	-80,166.75	.00	-1,310,742.07	9.8%
	100500 INVESTMENT EARNINGS	-775,000	-775,000	-53.45	.65	.00	-774,946.55	.1%
	100600 MISCELLANEOUS	-1,166,485	-1,424,152	-416,291.34	-36,269.00	.00	-1,007,860.66	29.2%
	100991 APPROPRIATED FUND BALANCE	-1,097,479	-1,092,904	.00	.00	.00	-1,092,904.00	.0%
	104110 GOVERNING BOARD	360,619	360,619	76,070.61	25,006.47	72,900.00	211,648.39	41.3%
	104120 COUNTY MANAGER	496,910	501,151	70,397.72	38,857.66	.00	430,753.28	14.0%
	104130 FINANCE OFFICE	675,321	681,310	99,704.00	45,951.72	43,832.50	537,773.50	21.1%
	104132 HUMAN RESOURCES	246,607	248,009	34,504.50	18,950.91	.00	213,504.50	13.9%
	104135 NON-DEPARTMENTAL COST CENTER	822,034	627,034	358,616.24	34,992.62	157,112.54	111,303.22	82.2%
	104142 TAX ADMINISTRATION	1,207,815	1,213,576	126,933.32	69,950.26	20,950.50	1,063,692.18	12.4%
	104145 TAX COLLECTOR	648,559	653,858	66,490.76	35,636.15	.00	587,367.24	10.2%
	104160 COURT FACILITIES	270,450	270,450	37,095.01	20,743.95	133,650.00	99,704.99	63.1%
	104170 ELECTIONS	340,140	340,188	32,472.56	18,066.78	.00	307,715.44	9.5%
	104180 REGISTER OF DEEDS	914,846	917,755	82,981.51	28,066.00	2,918.26	831,855.23	20.6%
	104190 PUBLIC BUILDINGS	1,359,326	1,359,977	170,963.39	86,013.57	92,686.46	1,096,327.15	19.4%
	104310 SHERIFF	5,884,772	5,884,772	1,000,949.44	627,504.83	295,183.66	4,588,638.90	22.0%
	104320 JAIL	2,277,093	2,284,014	243,340.56	138,539.26	95,119.26	1,945,554.18	14.8%
	104325 EMERGENCY COMMUNICATIONS	1,418,496	1,422,472	171,600.73	108,736.51	47,897.51	1,202,973.76	15.4%
	104330 EMERGENCY MANAGEMENT	393,672	395,619	67,707.23	33,450.94	2,864.89	325,046.88	17.8%
	104340 FIRE PROTECTION	173,134	173,134	21,377.36	17,877.36	.00	151,756.64	12.3%
	104360 MEDICAL EXAMINER	55,000	55,000	200.00	200.00	.00	54,800.00	.4%
	104370 RESCUE	22,500	22,500	22,500.00	10,000.00	.00	.00	100.0%
	104380 ANIMAL CONTROL	432,273	432,273	43,604.11	24,016.74	1,500.00	387,168.89	10.4%
	104390 EMERGENCY MEDICAL SERVICES	3,100,604	3,108,651	491,868.83	276,927.60	40,731.15	2,576,031.02	17.1%
	104900 PLANNING, COMMUNITY/ECON.DEV.	303,780	305,436	39,363.37	16,425.28	580.24	265,490.39	13.1%
	104920 ECONOMIC DEVELOPMENT	309,909	312,766	44,821.10	30,128.28	5,361.35	262,583.55	16.0%
	104950 COOPERATIVE EXTENSION	289,631	289,631	45,235.11	21,653.37	.00	244,395.89	15.6%
	104960 SOIL/WATER CONSERVATION	164,537	165,414	20,267.27	10,267.27	.00	145,144.73	12.3%
	105110 HEALTH-GENERAL	310,580	335,851	-34,720.08	56,460.80	1,410.00	368,161.08	-9.5%
	105120 HEALTH-INMUNIZATION	351,537	749,683	121,715.86	79,916.13	41,614.80	586,352.34	21.8%
	105122 HIV - STD	212,257	212,257	35,546.51	13,545.06	457.48	176,253.01	17.0%
	105124 HEALTH-T.B.	75,000	75,000	14,245.20	5,287.76	69.07	60,685.73	19.1%
	105126 HEALTH-PREPAREDNESS & RESPONS	66,128	66,128	11,122.52	5,347.62	.00	55,005.48	16.8%
	105151 BREAST/CERVICAL CANCER PREV.	88,933	88,933	12,038.92	7,100.78	.00	76,894.08	13.5%

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FOR 2022 02

ACCOUNTS FOR: 10 GENERAL FUND		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
105152	ADULT HEALTH SERVICES	122,822	122,822	17,462.19	7,058.46	583.67	104,776.14	14.7%
105158	HEALTH PROMOTION	222,458	481,105	43,780.89	8,921.95	3,178.53	434,145.58	9.8%
105160	CHILD HEALTH	338,028	338,028	7,890.72	3,641.71	.00	330,137.28	2.3%
105161	BEHAVIORIAL HEALTH	124,401	139,056	8,583.94	3,739.37	.00	130,472.06	6.2%
105163	MATERNAL HEALTH	404,998	404,998	62,222.44	27,486.09	13,127.59	329,647.97	18.6%
105164	HEALTH-FAMILY PLANNING	396,336	396,336	54,683.79	23,016.55	1,683.55	339,968.66	14.2%
105165	HEALTH-JAIL HEALTH	264,431	264,431	44,527.84	19,921.27	1,173.28	218,729.88	17.3%
105166	HEALTH-HEALTHY LIVING CLINIC	91,894	91,894	32,962.91	14,431.37	423.15	58,507.94	36.3%
105167	HEALTH-WIC	311,474	311,474	59,170.91	24,555.74	.00	252,303.09	19.0%
105168	PREGNANCY CARE MANAGEMENT	170,173	170,173	31,956.80	13,124.96	.00	138,216.20	18.8%
105169	CARE COORDINATION FOR CHILDRE	104,252	104,252	19,838.22	8,210.92	.00	84,413.78	19.0%
105180	ENVIRONMENTAL HEALTH	754,005	754,005	137,269.74	57,274.30	.00	616,735.26	18.2%
105198	HEALTH-AIDS CONTROL	60,499	60,499	10,471.59	4,543.36	.00	50,027.41	17.3%
105200	MENTAL HEALTH & RETARDATION	666,438	666,438	259,608.32	9,888.18	.00	406,829.68	39.0%
105310	SOCIAL SERVICES-ADMINISTRATIO	8,124,454	8,172,113	1,125,873.98	601,697.55	106,905.16	6,939,333.86	15.1%
105330	STATE IN-HOME/AGING SERVICES	481,153	482,061	43,019.47	36,477.35	119,725.40	319,316.13	33.8%
105361	WORK FIRST	88,400	88,400	48,900.00	48,900.00	.00	39,500.00	55.3%
105373	IV-D CHILD SUPPORT ENFORCEMEN	891,600	891,600	142,362.00	70,620.00	.00	749,238.00	16.0%
105421	SPECIAL ASSISTANCE	640,000	640,000	70,154.00	34,170.50	.00	569,846.00	11.0%
105441	FOSTER CARE	1,262,383	1,262,383	106,205.81	86,933.51	.00	1,156,177.19	8.4%
105451	MEDICAL ASSISTANCE	110,000	110,000	6,086.85	4,220.09	.00	103,913.15	5.5%
105480	ENERGY ASSISTANCE	531,374	531,374	21,584.85	12,906.16	.00	509,789.15	4.1%
105580	ALL COUNTY FUNDS	25,000	25,000	1,223.92	1,223.92	.00	23,776.08	4.9%
105820	VETERAN'S ASSISTANCE	68,585	68,585	9,818.57	5,179.83	.00	58,766.43	14.3%
105830	YOUTH SERVICES	247,454	247,454	8,735.03	-5,270.10	.00	238,718.97	3.5%
105840	AID TO THE BLIND	11,468	11,468	.00	.00	.00	11,468.00	.0%
105900	BEAUFORT COUNTY PUBLIC SCHOOL	16,306,435	16,306,435	2,717,739.16	1,358,869.58	.00	13,588,695.84	16.7%
105920	COMMUNITY COLLEGE	3,500,143	3,500,143	583,357.16	291,678.58	.00	2,916,785.84	16.7%
106100	CULTURE, RECREATION, & MISC.	447,922	447,922	209,296.00	13,620.00	.00	238,626.00	46.7%
109100	DEBT SERVICE	2,750,991	2,750,991	145,115.65	70,491.00	.00	2,605,875.35	5.3%
109800	TRANSFER TO OTHER FUNDS	847,050	847,050	.00	.00	.00	847,050.00	.0%
	TOTAL GENERAL FUND	0	0	2,846,294.07	566,324.40	1,303,660.00	-4,149,954.07	100.0%
	TOTAL REVENUES	-63,131,711	-63,783,949	-6,714,626.34	-4,196,862.48	.00	-57,069,322.66	
	TOTAL EXPENSES	63,131,711	63,783,949	9,560,920.41	4,763,186.88	1,303,660.00	52,919,368.59	

Ms. Radcliffe said we're only two months into the fiscal year so not a lot of information to share. She said I will highlight the very first number there is a revenue number there, it's the ad velorem tax revenue. She said you can see that third column year to date, we've actually collected right at $2.2 million already and that would just be the last three weeks because bills were just sent out, I think it was the 10th of August. She said so just in about three weeks we've been able to collect about 5.8% of the levy amount. She said as I've told you many times before, most people do wait until November or December to pay that tax bill. She said moving on down, nothing really jumps out at me on the expenditure side. She said in total, when I look at the total expenditures for all departments compared to the appropriated number were 15% spent through August 31st, which is exactly where I would expect to be because two months expenditures, if you annualize it, is about 16% so that seems pretty much in line with what I would expect there. She said are there any specific questions about the County financial report.

Commissioner Rebholz said just a procedural question. He said we've paid to the school district 1/12th each month.

Ms. Radcliffe said yes we do. She said if you do look back on the second page, a little more than halfway down, no actually, it's near the bottom, about five up form the bottom. She said you'll see the far-right column, the percentage used 16.7%, that would be two months allocations to the public schools and the college there. She said the $2.7 million and the $583,000. She said that's two months' worth.

Chairman Waters said I'm assuming, going back to the sales tax, based on conversation with a lot of people I think new construction as well as a lot of updating and a lot of real estate activity, there's some sales tax being generated on the materials that's probably pushing that number.

Ms. Radcliffe said there's definitely a lot of activity or a huge increase in the excise tax, which is the sale of new homes and existing homes and I do agree with you. She said when I was doing some research and pulling information together for the bond refinancing I had to look in depth at the permits we had issued through inspections, and we had issued a lot of renovation permits. She said I do agree with what you said Mr. Chairman.

Prior Year Purchase Orders/Projects

Chairman Waters said let's address, under the consent, item #2. He said that's on page 8 in your book.

Commissioner Richardson said okay, what my question is, this amount of money, $500,000 or so, is expenditures that will be taken against last years budget, is that correct.

Ms. Radcliffe said when you have an annual operating budget such as the general fund we basically work with two different kinds of budget. She said we have an annual operating budget which would be your general fund, your water fund, your solid waste fund. She said then we have capital project budgets, which are multi-year budgets. She said those capital project

budgets, those multi-year budgets, they extend and carry over year after year for the life of the project. She said those annual budgets, they expire on June 30th so on June 30th at midnight the general fund, the water fund, and the solid waste fund, that money goes away. She said here's the problem, we have folks, particularly during the Covid event, and that's why we have so many purchase orders to bring forward who have ordered materials, they've ordered vehicles, they've ordered supplies, they may have ordered them 9 months before the end of the fiscal year but because of the backlog in the supply chain those products were not delivered and did not come in until after year-end. She said a good example are the Sheriff's vehicles. She said they were allotted funding for 4 vehicles last fiscal year. She said they were ordered in September of 2020. She said they did not come in until July, last month, or a month and a half ago. She said so the funding resided in last years budget to purchase them, but they were paid out of the new year, so we really need to bring that funding that rolled into fund balance forward to pay that vendor for those cars in the new year.

Commissioner Richardson said so actually this doesn't show up in any budget as a reduction in fund balance.

Ms. Radcliffe said it's a, we will take it out of fund balance and appropriate it to the department, so it does show up in this year's budget.

Commissioner Richardson said for those of you out there that have to do business accounting, government accounting is not like normal accounting and that's my point in this. He said holding over these invoices is something that I've talked about the last two or three years. He said the more I've talked about it the worse it gets and so we need to find a way to resolve this. He said if we have purchase orders at the end of the year that needs to be included in the coming years budget because you're reducing fund balance and making the public believe one thing is going on while something else actually is. He said it's a way of covering up expense. He said it's not deliberate, but it does not accurately report expense.

Ms. Radcliffe said so if I could just respond to that, so if we had a crystal ball when we're developing the budget back in March and April we could maybe try to anticipate what would not come in by June 30th. She said for example, if we're putting together the budget, the manager and I, in March and April, I would have no way of knowing the Sheriff's Office vehicles that they ordered in September would not get here before June 30th. She said I would expected that they would have so that's why we have to kind of do it in hindsight. She said it's kind of like having outstanding checks. She said all of you are familiar with reconciling your bank statement. She said you write a check at the very end of the month, and wouldn't it be a wonderful thing if it would clear your bank, you could get your statement and there would be nothing reconciling between the month, there would be no timing issues. She said but this is purely a timing issue, it just carries forward to another period, so we've got to get everything back in the same period, have the budget in the same period that we're paying the vendor, and this is really the only way I know how to accomplish this. She said I wish there was a better way.

Commissioner Richardson said my point is we ask about holdovers when we're doing the budget and we're told whatever and then you come up with this. He said this expense should up in either last years budget or this year's budget, one of the two.

Ms. Radcliffe said it does.

Commissioner Richardson said if you go into industry and try this, guess what, you'll go to prison.

Ms. Radcliffe said it shows up in this year's budget.

Commissioner Richardson said no, it doesn't, you just told me it's a reduction in fund balance.

Ms. Radcliffe said it's not a reduction in fund balance. She said if they did not spend that appropriated money in the prior year those surplus funds rolled into fund balance and increased fund balance and now we're coming back to you and saying that money that got put back into fund balance, we need to take it now and pay those vendors so it's a wash, it's a net zero.

Commissioner Richardson said I'm going to stand by what I've been saying all along, this is not good accounting practice.

Chairman Waters said I'm going to say the same thing we say every year is probably you need to go to the community college and take an accounting course so you can understand it. He said at the very top of the page it says fund balance appropriated, $468,492. He said at the end of the year that amount of money goes into the fund balance and the amount

goes up and what we're doing now is pulling it down by the same amount of money. He said there is no monkey business with the numbers.

Ms. Radcliffe said can I just make one comment. She said I'm sorry to interrupt you but previously this was not done at the County. She said I understand that before I came it was not done. She said I also understand that the County had 13 audit findings before I came and there's zero audit findings for the last four years and the reason is because there's a certain way to do it, I'm a certified finance officer in North Carolina, I understand the right way to do it and I believe this is the action we need to take tonight, so we do not have any audit findings.

Commissioner Richardson said I'm going to go back and address what both of you said in a minute. He said #1, are we running the County on a budget or are we running the County on the fund balance or are we running the County on both, whichever is convenient that day because this is phony bologna accounting.

Mr. Alligood said we do this every year; Commissioner Richardson has these comments every year.

Chairman Waters said he forgets Mr. Alligood.

Mr. Alligood said the issue is we are following the Local Government Fiscal Control Act, the law the General Assembly put in place on how we handle finances and it's done correctly. He said once we issue a purchase order we have an obligation to pay those vendors and we are simply rolling it to the next year, so it is all done appropriately. He said every County, every municipality in the State of North Carolina does it the exact same way.

Chairman Waters said I guess what would make it real simple is if we wrote checks and we sent it to everybody before the end of the year and let them hold the money before we get the cars or the improvements on the buildings. He said you can't do that.

Commissioner Richardson said we're not talking about a mill hand running his monthly account, we're talking about an accounting system and you guys have two accounting systems going any way that you look at it.

Motion: Vice-Chairman Langley motioned to approve the budget amendment and prior year PO's. Commissioner Rebholz seconded.

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

Purchase Order Approval Over $30,000 – DSS

Commissioner Richardson said I've had this problem with the way we write purchase orders for some time. He said it's not the way purchase orders are written, and you can argue with me all you want to. He said if you're ordering 4,000 lunches to be prepared, under quantity do you put one or 4,000. He said purchase orders in Beaufort County are written, this is for $97,700 for lunches to be prepared by Vidant. He said according to this purchase order we're buying one lunch.

Chairman Waters said I'm assuming it's one contract, right. He said is that what the one would be for.

Commissioner Richardson said it's not the way that you do purchase orders. He said you refer to the contract in the purchase order if you want to and you say how many you're buying.

Ms. Radcliffe said I don't necessarily disagree with you this time. She said I do think that would be a better presentation however, this is entered by the department, and they chose to show it as a contract total and not show the number of meals

and it's acceptable, it passes the test, but I agree with you, more information is always better, and the quantity stated would've been good.

Commissioner Richardson said you're the finance officer, you've got control of this, you signed this.

Ms. Radcliffe said duly noted, thank you.

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

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

Resolution Opposing Reduction in Number of Judges

Commissioner Richardson said item 11, I've got a question about item 11. He said who put this on the consent agenda.

Ms. Mosher said that would've been me sir. She said the reason it was put on the consent agenda was because we did the straw vote via email, and I did receive four affirmatives to approve this.

Commissioner Richardson said who asked for the straw vote.

Ms. Mosher said actually it was, the judge asked if we could do that because it was time sensitive and that's why it was done. She said I sent an email out asking if you guys would approve this resolution prior to this meeting and I received four affirmatives.

Commissioner Richardson said I normally try to cooperate on straw votes but I'm about to decide I don't need to be cooperating with straw votes because this thing never should have appeared on our agenda at all.

Commissioner Deatherage said probably the thing we should do is have an emergency meeting. He said you can deal in the back room, or you can deal in the sunshine. He said I think that's the way to do it. He said I think all votes should be done in public.

Vice-Chairman Langley said I'll chime in on this because Judge Parker called me and then I, in turn, called the Manager and told him what the situation was. He said it was a vote that needed to be done then because the legislature was going to vote the following day.

Commissioner Richardson said oh, okay, you've answered my question.

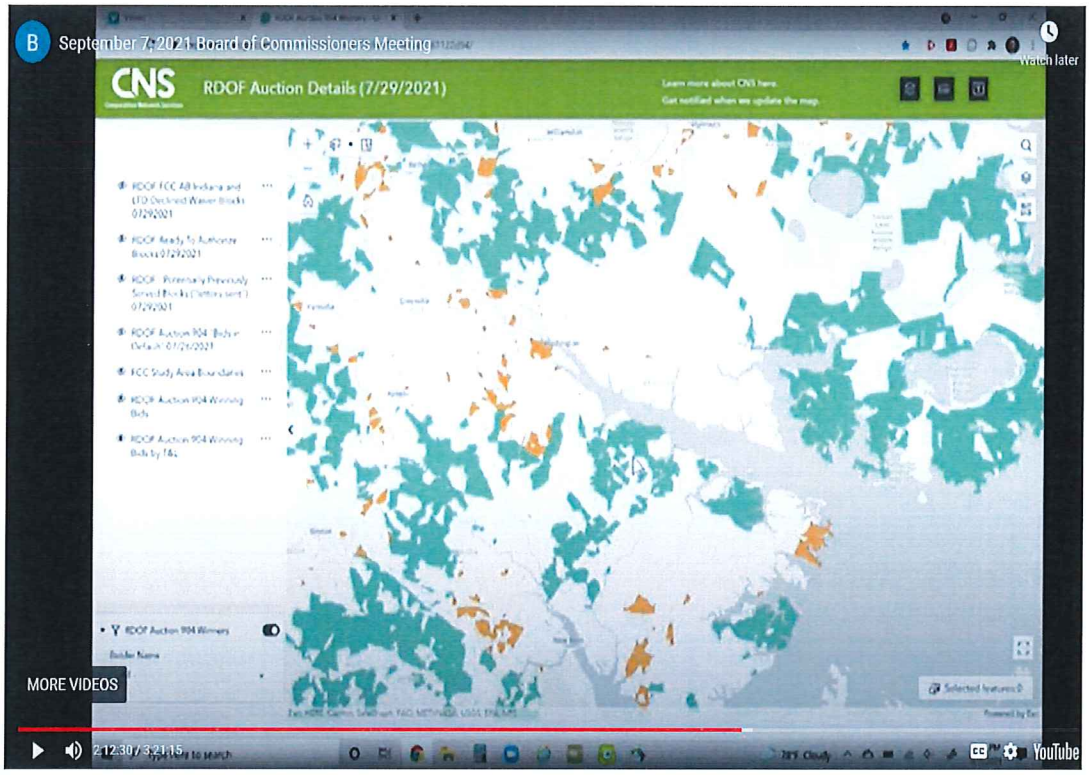
Vice-Chairman Langley said I have to say that Commissioner Booth and I, we were at the conference in Wilmington when this came about.

Motion: Commissioner Rebholz motioned to approve the resolution entitled "Resolution Opposing the Reduction in the Number of Judges in the Second Judicial District". Commissioner Booth seconded. The vote was unanimous.

Broadband Negotiations Update

Mr. Brian Alligood said this was a request, actually Commissioner Rebholz asked for an update on where we stood with Broadband. He said I wanted to talk to you a little bit about where we are with the discussions on broadband. He said we have had conversations with RiverStreet, the partners you have the MOU with and where they stand is they are looking at the area, continuing to look at the area and I'll show you the challenges we're running into. He said it's based on, there's

currently a bill in the general assembly that modifies the GREAT grant program for broadband and essentially when the Board looked at that you said we're going to set aside $4 million of your stimulus money, or your ARPA money to hopefully match up against the GREAT grant because they would match up to $4 million. He said the GREAT grant is still in committee, still being worked on, we're still waiting to understand what all that means. He said we have a general idea, we know that it may be a match of up to $4 million but some of the language in there also reads that you can't apply, a GREAT grant is not applicable in areas where the has been RDOF funding. He said now RDOF is the Rural Digital Opportunity Fund. He said it's related, the federal government went back and looked at areas where, they're either unserved or underserved areas and they broke it up by census tracts. He said then they auctioned it off, remember we talked a little bit about it, it was a reverse auction where they started with a number and all the players were in and then they said can you do it for 90%, can you do it for 80%, can you do it for 70% and it went down and down. He said there were some entities that received RDOF money in Beaufort County. He said one of those was Space-X, running on satellite, and then CCO Holdings, which is Charter. He said so the challenge we run into, and this is the map from the federal government so I'm going to zoom in and you'll see the challenge that we have.



Mr. Alligood said the orange areas are SpaceX Funding so here is the north side of the river, there's Old Ford, a couple of areas over here up in the Pinetown area, most of the area is already served. He said Commissioner Waters, this is the area I was talking about earlier. He said I think that's the Washington County line so that's up there in that area. He said that's an area that CCO Holdings, or Charter won money. He said then if you move there are little areas where SpaceX won money to be able to provide service there, right there in Bunyan. He said so this is the challenge we run into though. He said look at the southside of the river. He said on the southside of the river, this is where funding to Charter has been provided to provide broadband services on the southside of the river. He said it's a patchwork. He said they are supposed to provide that. He said they are still in the longform, which my understanding is they're still showing to the federal government that they can do it, how they're going to do it, and confirming their bids. He said they have 4 years to provide the service in those areas. He said the challenge that we run into on the southside of the river with RiverStreet is that you can't, the way the current legislation is written you can't get a GREAT grant and cross into RDOF funded areas so they're looking at how can they pick their way through here to get a backbone on the southside of the river to serve those folks that are not going to be served by Charter. He said so that's the challenge we're running into, they're looking at it, their engineers are trying to figure something out because that's the challenge we're running into. He said the north side of the river is not that big a deal. He said but that is the issue that causes us a little bit of concern in that we don't know when these are going to get built out. He said the fine for, my understanding is each census block or each census track, that if

you are a vendor and you won that track and you decided I thought I could do it for 10% of the money and you really can't, you pay a $400.00 fine. He said so we don't know, and we won't know probably until later in the fall when final contracts get signed, whether CCO Holdings is actually going to do this or not. He said so we do have some time but we're waiting to see so if the language stays in there at the general assembly that you can't cross areas, you can't go through areas that have already received RDOF funding then we've got a challenge on the south side of the river.

Commissioner Walker said can it run down the river, in the river.

Mr. Alligood said I don't know.

Commissioner Richardson said I'd just like to point out there's nobody in most of those areas.

Mr. Alligood said where there's colors.

Commissioner Richardson said look what's on the south side of the river, there's PCS Phosphate mines and mining operations and agriculture. He said I'm as familiar with this County as anybody, there's nobody in these places. He said the other one on the northside was the Terra Ceia farming community. He said thousands of acres of farmland that there will never be a house on. He said this is all a waste of the taxpayer's money.

Chairman Waters said on the north side, all of that big white area is currently RiverStreet.

Mr. Alligood said like I said, this is RDOF funding, and this is the challenge that they've seen across all areas because the federal government threw out a broad scope of money and they had they had the big corporations come in because they could afford to take it to lower levels.

Commissioner Rebholz is the restriction in going through RDOF areas, is that federal or state.

Mr. Alligood said that's the state because that's the GREAT grant.

Commissioner Rebholz said because as I understand, that was going to go away.

Mr. Alligood said actually it wasn't in there to start with and it got put in there and being cynical, from my side, I think the reason it got put in there is because the big companies wanted to be able to "X" it out, they wanted to be able to control it. He said that's just me being a little cynical on it. He said we kind of played in this realm for a while and nobody wanted to talk to us until we had money, except for RiverStreet. He said RiverStreet talked to us from day 1 and were willing to do whatever it took to help provide service to underserved and unserved areas. He said nobody else wanted to talk to us but low and behold, once we got money they wanted to talk to us. He said it's kind of like who brought you to the dance. He said so I think these, well, my opinions don't matter. He said let's see what the legislature does.

Commissioner Rebholz said so the next step is to wait on legislation.

Mr. Alligood said yes sir because we don't know what's going to happen until that bill gets passed through and is approved we won't know whether it's still $4 million or what it is. He said right now we kind of know, the bill is out there but we don't know what the final look is.

Chairman Waters said you mentioned to me earlier that they felt like they could serve 4,000 people.

Mr. Alligood said no, that was Suddenlink. He said I got a note from Suddenlink the other day saying we're working on some build-outs, we think we can serve about 4,000 homes, we'd like to talk to you if you've got some money. He said I said certainly, we're happy to talk to anybody.

Chairman Waters said that's probably within the city limits of Washington.

Mr. Alligood said I don't know where that is, I haven't seen that map yet but that's certainly something we'll bring to you all.

Commissioner Rebholz said we would be tarred and feathered if we went with Suddenlink.

Mr. Alligood said I hear what you're saying. He said what I'll tell you is, and we've had that conversation with our current provider, with RiverStreet, just to tell you what a good group they are, in my conversation with them they said our mission is to serve unserved and underserved areas and if we can do that we will do that but if us being in the market will help drive other players into the market and gets broadband services into the area we're happy. He said so they're willing to help in any way they can, and it just says a lot about their company I think.

Commissioner Walker said for the fun of it ask them about running it down the river, undersea cable, or something.

Chairman Waters said that's too expensive.

Commissioner Richardson said I want to comment on what we're talking about here. He said everybody knows I'm against this broadband project from the get-go. He said listen to what's going on in Australia right now with broadband. He said they're locked in their homes, they are required daily to get on-line and report in. He said the people who are reporting, their face has to be on the screen, are using facial recognition to verify that who is reporting is reporting. He said this whole broadband mess came out of the Obama administration; it's passed on to these other administrations. He said everybody wants it. He said they are wanting this for surveillance. He said you really need to stop and think about where this is going because it's going to go into places that the public doesn't want.

Belhaven and NC Wildlife Boating Ramp

Mr. Alligood said as the Board will recall at the regular meeting on April 5th you unanimously approved a two-year option agreement for the County property in Belhaven that consists of the area that the Wildlife Resource Commission originally wanted to put a boat landing that we had conversations with them about. He said you will recall that project essentially fell apart. He said you approved at the April 5th meeting to provide the Town of Belhaven, because they were working with Wildlife, trying to get the grant opportunity, where they could get a commitment from Wildlife. He said you have on page 472 a letter form Gary Gardner, who is the Chief of their engineering division at Wildlife Resources that says they are committing to construct the access area, the Cooperage tract, assuming all needed permitting can be obtained and that the cost of the project remains reasonable. He said so what they now need is ownership of that property because according to Wildlife they need ownership to be in Belhaven's name as they start pulling permits so Belhaven is requested, and our recommendation to you is that under G.S. 160A-274, you transfer that property to Belhaven, the same property you had originally optioned to them so they can now work with Wildlife to construct a boat landing.

Commissioner Richardson said I have a comment. He said Belhaven came in and wanted control of the property initially so that they could work on development of the property, and I thought for commercial purposes. He said maybe everybody else thought different. He said there's already one boat landing that wildlife has in Belhaven and others in the area that people can use. He said what we're building is going to be something that gets very little use and the higher and best use for that property is not a boat ramp so I'm not going to support this.

Commissioner Rebholz said two things, have you ever put a boat in on the current ramp.

Commissioner Richardson said I've never put a boat in anywhere.

Commissioner Rebholz said then clearly you don't understand that ramp is a total wreck. He said #2 is the property floods a lot anyway, that we're talking about here so it can't be used for commercial.

Commissioner Richardson said that's not true.

Chairman Waters said there is property close to the railroad that could be used for retail purpose. He said if we do what the recommendation is then we don't know what's to go on the rest of it. He said we know that roughly 11 acres is going to be where the Wildlife has that but if it falls through we don't have any recourse. He said I just want to make sure everybody understands that we're giving up any kind of control on what might go on the rest of it, but it is within the city limits of Belhaven.

Mr. Alligood said this does not include the Tillman track, what we call the Tillman track on the other side of the gut. He said this is just the area we were originally look at putting the Wildlife ramp and the including area. He said this would also allow the town of Belhaven to continue, the thought we had was put the ramp in and then get some grants to put in

dockage along the side and some boardwalk that would connect back to their ramp, their boating area so this would give them that opportunity to develop that property and as you said it is in their jurisdiction and I don't want to cut grass out there.

Motion: Commission Rebholz motioned to approve transferring ownership to the town of Belhaven. Chairman Waters seconded.

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

See Addendum 9

Architectural Services

Mr. Alligood said at the Jail Committee meeting on August 25th the Committee discussed possible jail modifications with architect Errol Warren. He said Mr. Warren has done some work with the County for many years relating to the jail. He said he helped design, back several years ago, the first addition, the first expansion and then he helped us with additional work with some issues that were discovered later in the old section. He said the Committee has talked with him about if there's some opportunities for modifications to the existing facilities to be able to expand it and do some work like HVAC, that would be eligible for ARPA funding related to Covid so that you could provide some additional isolation, provide some additional HVAC, isolated areas that would have some different containment in order to make that area safer as it relates to Covid or other future communicable disease issues. He said he'd put together a brief sketch, I think I shared that with the Board, on what he thought could be done. He said obviously this is a long-term project, this would take a lot of work and we'd have to get the blessing of DHHS, who manages that, those jail plans and things. He said this is just a starting point, but he agreed to continue to work with us. He said you have his letter of engagement with a $12,000 retainer which he would bill against at his hourly rate of $150.00 to try and flesh out some of these opportunities as we move forward. He said our recommendation to you would be to move forward with that. He said you can use, the $12,000 retainer, that is eligible under ARPA funding because it is planning money related to issues for Covid.

Motion: Commissioner Rebholz motioned to approve retaining Mr. Warren and the $12,000 retainer fee. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 10

2021 Urgent Repair Program Policies

Mr. Alligood said as you recall at the February 1st meeting the Board approved seeking funding from the Housing Finance Agency for the 2021 repair program called URP21. He said the Board said if it was awarded they would provide a $10,000 match to the $100,000 and we currently have the Wooten Company doing that work for us under the URP20. He said we were awarded those funds; you have the policies associated with that. He said one is the assistance policy that essentially determines, there's a point category so you will see there are higher points given to elderly folks, veterans, disabled and that is a process by which they go through to be eligible for this program and how we rank them out for those who qualify. He said obviously there's not a lot of money associated with this. He said it's $100,000 for 10 homes so it's $10,000 a home but it's to make urgent repairs, safe sanitary housing for folks that need that. He said so you have the Procurement Policy and the Assistance Policy. He said both of these policies have been approved by the Housing Finance administration and they now come to you so we can move forward with the program.

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

See Addendum 11

September 11th Resolution

Chairman Waters said as you're well aware, on Saturday we will have the 20th anniversary of September 11th when we lost men and women in New York, Washington D.C. and also in the state of Pennsylvania. He said a lot of fire department employees, a lot of first responders received personal injuries and died and I think it's appropriate we pass the resolution. He said I will not read it, but I will make the motion to approve.

Motion: Chairman Waters motioned to approve the resolution entitled "September 11th Resolution of Remembrance". Commissioner Booth seconded. The vote was unanimous.

See Addendum 12

Jail Committee Update

Commissioner Rebholz said I just wanted to update everyone on the August 25th Jail Committee. He said there were two items that were discussed. He said the first is our request to the Department of Jail divisions for an evaluation of the jail. He said on August 17th I emailed Michael Jackson at the DOJ to review our jail. He said the next day he emailed me to say he had not received that request but later that day he called me and indicated that his boss would like to meet with Sheriff Coleman ana that he was vacationing, conveniently, in the Outer Banks. He said that meeting took place on that Friday, and it went very well. He said the Chief emailed me back that he indicated that he would support the coming in and doing the evaluation but the hiccup here is they're not giving us any dates because they're on non-travel status. He said so they don't have a way of giving us a date at this time as to when they'd be able to come in. He said so that was as far as that went.

Commissioner Richardson said I'd like to make a comment. He said as was the case when the last jail study was done, I want to be notified of visits of all federal officials so I can sit in on those meetings.

Commissioner Rebholz said they actually demand that you be there.

Chairman Waters said all Commissioners

Commissioner Booth said I won't be there.

Commissioner Rebholz said you won't be there.

Commissioner Booth said no.

Commissioner Rebholz said can you send a surrogate.

Commissioner Booth said yes.

Commissioner Rebholz said okay. He said I think we've already covered this. He said the second part of the meeting was when Erol Warren gave the proposal on what he saw could potentially happen in the jail to meet the two requests that we had which is to increase space and to allow for isolation in case of some sort of an outbreak. He said he proposed we use the two bottom sections, the one that is right now being used by the Clerk of Court, the other is being used by the Register of Deeds, which is virtually empty anyway. He said so the next steps now are to start talking to them about the potential of doing that. He said our request to him was can we do something using the American Relief Funds in the jail that would meet these needs, so he proposed that. He said I think we all felt pretty comfortable in that being the first step in a very long process, as Mr. Alligood talked about, so the next steps would be determine when DOJ can come in and do the evaluation and sitting down with the Register of Deeds and the Clerk to understand what their needs are moving forward. He said by the way, so for the audience out there, the Jail Committee is streamed live, and it's recorded so it's on the website if you want to see it.

Information Packet Discussion

Commissioner Rebholz said each month we receive this packet, which is, it's fairly extensive. He said I don't know how many pages it is, probably 40 or 50. He said it's done both sides, in color and I've been here 22 months and the only thing

I've ever heard anyone talk about is the first 10 or 12 pages, which relates to the jail and the inmates. He said I don't know what value the rest of it gives us, but I do know it's got to be costing someone a lot of time and money to put all this together, including the trees we're killing. He said I'm sure at some point somebody asked for these, but I don't know what the value of them is.

Commissioner Richardson said I can answer that for my less experienced Commissioner. He said I've been here 26 years, Commissioner Rebholz has been here a couple of years. He said there's a lot of information in here that is useful to Commissioners about what's going on in Beaufort County. He said the inmate list has served this County very well. He said I talked to the DA regularly about the inmate list and we have one inmate that's been in there for three years. He said you would never know that unless you got this list.

Commissioner Rebholz said I don't disagree about the inmate list.

Commissioner Richardson said you can determine the turnover of the jail from this list. He said the Veteran's Monthly Award, I wasn't aware of that. He said that popped up here two or three months ago. He said that's a good thing, that information is useful. He said the real and personal property collections, that keeps the Commissioners up to date on how things are going, a lot of information in there if you look at it. He said the list of proceeds given to ZLS with attorney fees, I've got to study that one, oh, that's Zacchaeus. He said I don't like acronyms. He said we've got an alphabet, spell it. He said with attorney fees. He said that tells us what Zacchaeus is doing. He said the Commissioners can look at this and see how our tax collections are being managed and that is are we going after the big boys that owe us money. He said what about smaller accounts, you can take a look at those, see what's worth collecting, what's not worth collecting. He said the top 50 delinquent taxpayers. He said that's really an interesting piece of paper because I know a lot of people that are on that list. He said you would think they could pay their taxes so one of the things I was going to propose is to put a committee together to work with Wyn Kinion so we can get aggressive about this 50 because there are people on here who ought to be paying their taxes so that tells you a lot about what's going on in Beaufort County. He said people that you wouldn't expect are not paying their taxes. He said current County owned property available for upset bid. He said that's useful. He said people are always coming around asking about what's available and you can say go to the list, there's nothing on the list now or whatever. He said that helps us move that property. He said the environmental health list, I don't look at it as much as I used to, but this tells us about restaurant inspections, when they're being done, how many are being done, on-site project programs, multi-function systems reports, septic systems. He said it tells you how hard the department of Health is working if you study it and take a look at it. He said then the last one that I want on there that I've been asking for, and the Chief Deputy is here, is the ankle bracelet report. He said I would like to; I make a motion that this be included in the monthly report so we can see who and how many people are out on ankle bracelets.

Commissioner Rebholz said can we back up. He said the original reason for bringing this up is as I said, nobody has talked about this except the jail inmates.

Commissioner Booth said I might not talk about it during the meeting, but I visit the tax office pretty often. He said some of our constituents have been on Zacchaeus list, their house was in foreclosure and when we talked to them they paid their taxes, so we didn't discuss it here and one thing I want you to understand is my name hasn't been on the list, but I still want it up there.

Commissioner Rebholz said I just wanted to make sure there was a benefit.

Commissioner Walker said is it security reasons that we print this, can we email it. He said would it be okay to get it by email.

Commissioner Richardson said I'd rather get it in my book. He said I'm an old dude and hard copies mean something to me.

Commissioner Rebholz said maybe if we get a presentation from the Health Department on all this environmental stuff then we'd know what this stuff means.

Vice-Chairman Langley said no.

Commissioner Rebholz said no because there's no value to you, right.

Commissioner Booth said it might not have any value to you Commissioner Rebholz but for the people it has value, let them have it. He said if you don't want it, leave it on Ms. Mosher's desk.

Commissioner Deatherage said basically why can't we bifurcate how you receive it. He said Commissioner Richardson likes to receive it by paper. He said I would like to receive it digitally. He said we could just have a show of hands, or you can talk with Ms. Mosher, as I'm doing now, as you're doing now, and determine which way we want to go, digital or hard copy. He said kill some more trees.

Chairman Waters said put me down for the hard copy, I'm like Commissioner Richardson. He said if we're going to have it I'd rather have it in my book.

Commissioner Deatherage said one more thing about the tree thing. He said trees have to die so other trees can get larger, that's just the way it is.

Commissioner Booth said I just have one question. He said I don't have a problem with what Commissioner Richardson is asking for but is it legal that you can put it in.

Chief Deputy Rose said it's ok.

Motion: Commissioner Richardson motioned to include a monthly ankle bracelet report in the information packet. Commissioner Deatherage seconded. The vote was unanimous.

Commissioner Rebholz said that didn't work as well as I thought.

Requested Reports, Sheriff's Office

Commissioner Richardson said well, Chief Deputy Rose is handing out, I think he's going to answer most of this. He said ankle bracelet report, the only reason civil and criminal reports is on this is Chief Deputy Rose and I have been talking about this and I don't know where we are. He said he will probably tell us and whatever he tells us will be fine. He said I have one more item under this to ask the Chief Deputy about when he finishes his presentation.

Chief Deputy Rose said so I passed around the response for the pre-trial release that you asked about and then still, maybe something to try and get something started on the civil/criminal contacts and some of the other things we talked about and some of the other information that we've had. He said in between last Commissioner meeting and this Commissioners meeting I had a conversation with Commissioner Richardson at his office where I took the report that he's referenced to several times, from Gaston County, and asked him to sort of sort through the fluff of that report and get down to the information that he really wants and needs. He said I am still working on that. He said I'm working on that with folks from Gaston County that put that report together and through Motorola/Summit, who we get our operating system from because any data that goes in you have to figure out through reports, how to grab that and extract it into a report. He said so it is going to take a little time to get that all together, but I am working on that. He said the PTR release has been affected by Covid, just like everything else. He said I will remind all the Commissioners that we have, that we've seen, that we're going to keep, anybody who stays in the jail anywhere from 3 to 5 days on anything that would be considered a pretty serious charge and it looks like they're not going to be able to make bond for whatever reason, paperwork goes before the judges and at this particular time it's Judge Parker who looks at the applications, for our PCR interests and ultimately makes the decision on who we have and who goes on pre-trial release. He said so everybody that we keep goes through that. He said at its high point we would have anywhere from 12 to 14. He said that was 2019/2020 and then recently, over the last year and a half, with the reduction of inmates because of Covid, those numbers have gone down as well. He said right now there are four on that list. He said we might go up to six, we might go down to two. He said in the meantime technology has changed and we actually have better stuff that we are using on the pre-trial release that we can do more things as far as geo-fencing and GPS tracking and things like that. He said so the program is going on and getting better, it's just right now we have less people than we had in the past.

PTR/EM Report 9/7/21

We have replaced all the obsolete equipment with the newest available monitors offered. We have 8 units ready for use.

The following are the active PTR/EM offenders:

Name	*Charges*	*Start date*
Rolando Cariaga	Murder	4/21/21
Jerry Wilson	Child Sex Offenses	4/03/2018
Duffy Jones	DWI Conviction	8/02/2021
Mykal Coleman	AWDWIKSI, Robbery w/dangerous weapon,	8/03/2021

Chief Deputy Rose said this other sheet, this is an internal that we've had at the Sheriff's Office for many years. He said when I started in 2004 we had this document. He said I don't know if it was there when Vice-Chairman Langley was there or not but as you see here you will see a number under the civil column, that's civil papers. He said we have changed that over the past that any civil paper that was returned was listed. He said now, over the last handful of years we just list the papers that are served because there is a difference. He said not every civil paper is going to be served. He said someone takes out a civil paper and it's a Washington address, but they live in a mobile home park that has a Washington address but it's in Pitt County, we can't serve that paper. He said so we have to return it unserved and have to forward it to the Pitt County Sheriff's Office so it can be served by Pitt County Sheriff' Deputies. He said so just get that out there, mainly for the public's consumption, every paper that returns unserved does not mean that is a failure of the process. He said that means that it has gone through the process, and it was unable to be, the person was unable to be found, the person was unable to be found in the County or maybe the issue that was brought forth was resolved before we got it served in the first place. He said criminal contact that you see there, that is specifically for criminal summons served. He said so not every criminal contact or call is going to be listed. He said that is going to be for criminal summons or warrants or magistrates orders or anything that would affect us taking possession of a person and taking them before a judicial official or issuing them a criminal summons or a paper that says hey, you've been charged with a misdemeanor and here's your court date. He said that's what's listed under that column. He said calls are pretty self-explanatory. He said 10-89's are house checks or area patrols. He said so any time a deputy is either doing, either walking around pulling on door handles, looking at windows on a house check or a designated area for patrols, we've had break-ins in an area we try to get as many cars in that area as we can. He said we try to do a better job of documenting that. He said we also have over 100 communities that any time a deputy is not there on a call but they're riding through, which we're trying to do a better job of documenting that for the folks better understanding of what we do. He said some of the calls I get are I never see a Sheriff Deputies vehicle. He said well in a lot of cases that means you live in a pretty good area but it's also a 24-hour day and if you're not looking outside every second of time you might miss that 3 or 4 seconds that a car passes by. He said so then citations and warnings are pretty self-explanatory. He said as a Sheriff's Office I hope we never get to the point where our numbers really compete with municipalities and the highway patrol when it comes to tickets. He said I want us to stop as many cars as we do but I don't want us writing as many tickets as they do, if that makes any sense so I think that is as far as that goes. He said I hope that is helpful and that is something that I can pretty much get to you monthly until we get a more substantial document.

Commissioner Richardson said I think this satisfies me. He said if we can get this every month in here that will be very helpful.

MONTHLY REPORT
April 2021

DEPUTY	CIVIL	CRIMINAL	CALLS	10-89s	Citations	Warnings
120	5	2	49		3	2
121	12	4	48		2	0
122	9	11	45		0	0
123	22	5	33		1	0
124	9	16	58		1	2
SHIFT TOTALS	57	38	233	325	7	4
130	12	5	38		0	0
131	31	0	47		0	0
132	2	3	38		0	0
133	8	3	37		0	0
134	37	6	45		1	0
SHIFT TOTALS	90	17	205	251	1	0
140	6	3	24		0	1
141	6	16	52		5	1
142	20	4	62		2	8
143	2	6	48		2	2
144	27	15	51		12	6
SHIFT TOTALS	61	44	237	432	21	18
150	2	4	49		2	1
151	0	0	0		0	0
152	20	5	39		0	0
153	9	12	35		2	1
154	16	2	32		0	0
SHIFT TOTALS	47	23	155	253	4	2
110	33	2	43	19	0	0
111	5	0	6	0	0	0
ALL OTHERS	5	5	297	0	0	2
SHERIFF'S OFFICE TOTAL	298	129	1176	955	33	26

Chief Deputy Rose said also, one more thing, if I can. He said I know there was an item that was on the agenda earlier that was discussed. He said I was here, I stepped out to talk to the Health Director. He said I do feel it is more of a simple issue than a complex issue. He said it's something we've had going on since 2016 and I think that if you get the information and ask the questions I feel that I can answer that to satisfy something, and it can unscrew up a problem that we've had for the last month on how we're treating an employee that they're already in. He said I'm just throwing it back and ask if it can be brought back up in this meeting that would be greatly appreciated.

Chairman Waters said the motion was tabled. He said Commissioner Richardson you made the motion.

Commissioner Richardson said if you want to talk about it tonight I really don't think we should. He said we should talk about it again next month because Chief Deputy Rose just alluded to something that is part of the problem here. He said he's wanting us to approve money for somebody that's already in a position over there doing something and this is going to be a contorted thing. He said let's bring it back next month.

Commissioner Rebholz said there's nobody in that position is there.

Chief Deputy Rose said there is and there has been for five years.

Commissioner Rebholz said I thought she said it was vacant.

Commissioner Richardson said I think that's even more reason to bring it back next month, so we can spend appropriate amount of time on it because I have a concern about this, I have a concern about the amount of pay this individual is getting and on and on it goes. He said we need to talk about it.

Chairman Waters said since it was tabled let's stick with it being tabled.

Commissioner Richardson said you've got about 13 vacancies in here, about 6 or 7 deputy sheriff positions. He said do you think you'll be able to fill them fairly quickly or is something going on that we need to know about.

Chief Deputy Rose said could I possibly look at the document that you're referring to.

Beaufort County Sheriff's Office Current Vacancies - August 30, 2021

Position	Description	Group/BU	Location Desc	Number of Employees
431017	DEPUTY SHER CORPORAL	FULL	SHERIFF	0
431018	DEPUTY SHERIFF	FULL	SHERIFF	0
431026	DEPUTY SHERIFF	FULL	SHERIFF	0
431042	DEPUTY SHERIFF	FULL	SHERIFF	0
431049	DEPUTY SHERIFF	FULL	SHERIFF	0
431072	DEPUTY SHERIFF	FULL	SHERIFF	0
431084	DEPUTY SHERIFF	FULL	SHERIFF	0
432002	ASST DET CEN ADMIN	FULL	JAIL	0
432009	DETENTION OFFICER	FULL	JAIL	0
432030	DETENTION OFFICER	FULL	JAIL	0
432511	TELECOMMUNICATOR	FULL	COMMUNICATIONS	0
432519	TECHNOLOGY SPECIALIS	FULL	COMMUNICATIONS	0
432520	TELE COMM SHIFT SUP	FULL	COMMUNICATIONS	0

Chief Deputy Rose said can you repeat your question.

Commissioner Richardson said well the question is you've got 13 vacancies, that's a lot of vacancies. He said do you plan on filling those vacancies soon and is there something going on that we need to know about.

Chief Deputy Rose said there are several candidates in the que for sworn positions. He said I can't think of any candidates in for base telecommunicator positions. He said with the changes that occurred in the last budget we are not going to be able to put somebody in the technology specialist position in 911. He said that just doesn't make any sense under the current numbers that we're carrying but that is part of the discussion that we've had. He said we have 18 full-time equivalents in telecommunications since 2015/2016 budget. He said that number went down to 16 as we were trying to get numbers to take care of transports of inmates. He said trying to get that back to 18 so we can have four telecommunicators per shift and then two supervisors or manager's, whatever the County wants to call it, manager, assistant manager, shift supervisor over the shifts in communications and then three telecommunicators so four different levels in telecommunicator. He said three supervisor ranks, two who actually run the show. He said so it's been difficult to find telecommunicators but the ones we've gotten recently have been pretty good. He said detention is actually a story how I still don't understand how we can stay as full in the detention center as we can. He said that, by far, is one of the most difficult jobs to recruit for and then keep people because of the grind every single day. He said they go to work in a submarine. He said but we do have a couple of spots in there. He said some is because we've tried to make sur that we have changed the supervisor structure to go along with the numbers underneath them because at one time we were up to 24 in the jail and now we're back down to 20. He said we don't want to have too many on the supervisory level when we don't have enough folk's underneath to cover that, and it's taken some time to change that to attrition. He said so a lot of words to get to what you're saying. He said we do have openings; we have openings everywhere. He said were trying to fill them. He said we need every one of them and more. He said some of the questions we have been asking and some of the help we have been asking for over the last handful of years, flat out, have not been addressed and we're trying to the best that we can with what we have. He said there was a time at the end of the last budget year where, quite frankly, the moral level and the overall happiness of the staff was stressed about as much as it could be. He said when it came time for understanding if somebody was going to go, who was going to go, because it wasn't 13 people who were going to be talking about a question, it was anybody and everybody in the organization. He said so we had a few people that left, and I know that they left prior to that because they didn't know if they were going to be on the chopping block or not so we're trying to do the best we can with what we've got but we're still not just hiring warm bodies to fill open positions.

Commissioner Booth said I appreciate you doing that, hiring good people, but I also hear on the street that guys are looking for jobs because they're scared to death. He said it's not the 13 that knew they were going to leave, the SRO officers, it's

the ones that has happened since they left and that's what I hear on the street all the time. He said whether it's true or not, I don't know.

Chief Deputy Rose said I think there's some honesty in that. He said I've worked for a Sheriff now for almost 18 years and there's not anybody in this room that understands the saying you work at the pleasure of the Sheriff, any more than I do. He said so it is tough, and it's tough on anybody, it's tough on me but the choices that you have are you either chose to go to work and do the job or you chose not to. He said if you chose not to, I'll just say how it is, if somebody at the office comes in with an attitude that they're going to walk around at work with their butt on their shoulders, they're not going to do it for very long. He said we're not going to have; we don't have enough people that we can play around. He said you're going to come in, you need to know your job, you need to do your job. He said if you do your job we try to benefit, we try to encourage, we try to entice, we try to pay, we try to pay, we try to recruit but if you come in at any time and think you're not going to do the job, you're on borrowed time.

Commissioner Walker said for those that leave do you have an exit survey.

Chief Deputy Rose said it depends on how and why they leave. He said if the information that they give is "hated the Chief Deputy because he didn't have enough hair", then there might not be an interview but if we feel that we can get better by information that we get then we might do that. He said I think there is an exit interview that the County tries to provide to folks when they leave the Sheriff's Office. He said I don't get the information of who and what they do and quite honestly, if we get information from that, great, but if not, I'm fine with that as well.

Commissioner Richardson said it would be helpful if you could bring an organizational chart on this telecommunications thing next month when you come back and that will help us with our discussion.

Chief Deputy Rose said sure. He said I can but it's pretty much the chart you've had since 2015-2016.

Commissioner Richardson said I want to see the one you're thinking about today.

Commissioner Meeting Distribution

Commissioner Richardson said I've been getting, I keep getting telephone calls from people saying when is the last Commissioners meeting going up and, Mr. Manager you're certainly welcome to correct me but from what I get we deliver this thing to Suddenlink and whoever puts this up and we're kind of at their mercy. He said what I want to ask the Board to do is appoint me to deal with Suddenlink.

Mr. Alligood said Mr. Chairman, I've got some information I'd be glad to provide the Board.

Chairman Waters said how about doing that before we do this.

Mr. Alligood said I'm happy to have Commissioner Richardson deal with Suddenlink any time he'd like to. He said I'm very happy for that, but I've had conversations with Brad Ayers, and of course they are a very large organization, and they move very slowly at times, but he is their Government Affairs person. He said as you will recall there was an office, a local office in Washington where we used to drop those DVD's off. He said that office is closed, it no longer exists. He said the next local office is in Greenville and I now have the contact information where we can send that DVD to them and they will put it on and that is a stop-gap method until, according to Mr. Ayers, they're plant technician and systems lead is going to set up a link where we can upload the video. He said that was a conversation we were having is that it would be nice not to have to do that, there's technology where we can just upload it to you. He said we can upload it everywhere else, and he says they're working on that where they would give us a portal and it would take it. He said it would take us a day and a half. He said what he would like to know is when do you want those videos shown. He said I can't recall exactly when they showed it. He said I know they had a schedule; they'd drop it in the DVD player, and it automatically played at certain times. He said we have those listed on the website when they play for the City of Washington, when they play with RiverStreet, but I don't know when you want this to play so if you could tell me that I'd be glad to provide that to him and then when we get the upload link it will be a lot quicker.

Commissioner Walker said the videos played at 7:00 PM when I did it, but I think, and you said there is a Jail Committee meeting. He said does that get shown or would that get shown. He said you're going to be sending them multiple, a lot of DVDs and that's a great idea if they can do a direct download. He said that's what I was trying to get them to do for years.

Mr. Alligood said currently we send the Commissioners meetings to the public access folks. He said we don't send the rest because we livestream that. He said actually we were not livestreaming the Jail Committee because we weren't asked to do that so we will do that from now on. He said we have been livestreaming the Police Committee because we were asked to do that and make sure both of those are done but we haven't been sending those DVD's. He said we've been livestreaming and posting them on the web and people can pick them up from there.

Commissioner Walker said we've had a discussion about getting information out and a lot of people do still subscribe to Suddenlink, obviously so because they complain all the time, so this is a good opportunity for the County to put up message boards and whatever and literally let that thing roll all night long and just stack it on there and just play it if they would do that. He said there are times I can't sleep, and I watch this, and I go to sleep.

Commissioner Richardson said I think that's a great idea Commissioner Walker. He said if we could do that it would solve the problem and stop my telephone from ringing.

Mr. Alligood said that's what we're moving towards, we're trying, he said they're going to get us an upload capability. He said we'll mail them the DVD's; we now have an access point where we can do that.

Commissioner Richardson said I'll withdraw my motion if you think this solves the problem for the time being. He said we'll see what we look like next month.

Mr. Alligood said I'm happy to let you deal with Suddenlink any time.

Chairman Waters said just tell them if they don't handle it we're going to send Commissioner Richardson.

Commissioner Richardson said they won't be happy when I finish with them.

Commissioner Walker said that was done some time ago and it worked.

Status of Mega-Site/ARPA Funds

Commissioner Richardson said I realize the Manager keeps telling me, and he may well be right, that mega-sites are not in the ARP funds, I just refuse to give up, so I want us to keep trying. He said I want us to keep asking, keep fighting, keep pushing on these mega-sites because I think they fit infrastructure as well as sewage does because we're certainly getting rid of waste.

Mr. Alligood said Commissioner Richardson I've taken both of your requests, the library and solid waste, I've sent both to the Association, to Kevin Leonard, to ask them. He said he's forward them to NACo to try and get an answer there as well. He said I've sent the question to Treasury and as soon as they get us an answer officially I'll be glad to give it to you. He said but again, I'll stand by what I've read before and that it's not eligible.

Commissioner Richardson said yeah, I've talked to the Senators office, and I still don't have an answer either.

Public Library Improvements

Commissioner Richardson said the public library system thing would probably depend on whether we can use ARPA funds for this or not and I understand where the Manager is with it so I don't see any sense in a protracted discussion on this because when we start discussing the public library in Beaufort County it is a thoroughly contorted thing and we do not want to get into it tonight because we'd be here another hour or two talking about it so I will move on.

Against Mandated Vaccines

Commissioner Richardson said I support vaccinations, I've been vaccinated myself, I think everybody ought to be vaccinated but by the same token we have had serious encroachments on our constitutional rights.

Motion: Commissioner Richardson motioned while we recommend vaccinations, we do not support mandated vaccinations.

Chairman Waters said are you saying that you're opposed to corporations and businesses that require mandates for their employees.

Commissioner Richardson said thank you for bringing that up, no, businesses can do whatever they want to. He said I'm against mandated vaccines by the government. He said but corporations and businesses can do whatever they want to. He said I don't want to cross that line, that's a part of the constitution, that's their business, they can do whatever they want to.

Chairman Waters said so you're basically saying government employees.

Commissioner Richardson said let me say that again, no, I'm against mandated vaccinations by the government forced onto the general public. He said corporations and businesses are not included in that. He said they can do whatever they want to.

Commissioner Deatherage said I'd like to also add that I agree with Commissioner Richardson on almost everything he said. He said I've been vaccinated, I jumped at the change to get vaccinated, and I will, when. I'm sure the booster is approved by the CDC, and I'm talking about the science arm of the CDC not the political arm of the CDC, I'm going to get the booster myself. He said the whole idea about vaccinations is some people want to have their own personal freedom to make their own choice and I get that, providing they have the right kind of job, providing they're not in the military because when you join the military you give your body to the military. He said there's worse things than the vaccine that you're going to face. He said so I agree the military should have to be vaccinated should the generals and those in charge says so but American's have given up so many personal freedoms over the last two years and I think there's a group that wants to give up more so we can lose our individual identities so we can become more of a collective identity, ergo we will be closer to Marxism at that point and that's what a great gang of people are marching towards, whether they know it or not so I agree. He said the mandated vaccinations is a way of achieving that and however we can help others secure and keep their personal freedoms, I think it's wonderful. He said again, I encourage people get the vaccination if they feel called to.

Commissioner Booth said you've got to look at this a little different here, you said mandated vaccines. He said some are already mandated, measles, smallpox.

Commissioner Richardson said no, no, you're right, Covid vaccinations is what I meant, mandated Covid vaccinations.

Commissioner Deatherage said what vaccinations are mandated.

Commissioner Richardson said we're getting off into the weeds with this and Commissioner Booth has dragged us off but he's right, there are things like scarlet fever, measles, mumps, chickenpox, that we know everybody is going to get and the vaccination does good, it's given to children, and it saves lives. He said but the Covid thing is a political disease. He said it's a disease, but it's become more of a political disease than it is a real disease, and a lot of politics is played on it and that's why, as Commissioner Deatherage alluded to, I'm against the government forcing everybody to do this because it's not necessary for everybody to be vaccinated, the truth be known, however it's highly desirable, I still recommend it.

Chairman Waters said so you've got Covid, put Covid in there.

Commissioner Richardson said yes sir.

Amended Motion: Commissioner Richardson motioned while we recommend the Covid vaccinations, we do not support mandated Covid vaccinations. Commissioner Deatherage seconded.

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

Against Mandated Vaccine Passports

Commissioner Richardson said I have the same motion that the Board, that we do not support mandated vaccine passports for Covid.

Chairman Waters said let me ask you if you were flying out of Raleigh-Durham and they ask you for your card are you opposed to that.

Commissioner Richardson said no, I carry one and I will present the card. He said we're back to the constitution and people's rights and the government control and that's why I'm against the mandated vaccine passports. He said there's a whole lot of things that will happen with mandated passports that you can't even anticipate. He said really bad things. He said they already have people in the places where they're mandated counterfeiting the passports and selling them. He said there's all sorts of stuff going on so there's not a good way to really make them work.

Chairman Waters said I've not seen a passport yet; I don't know what it looks like.

Motion: Commissioner Richardson motioned that the Board does not support mandated Covid vaccine passports. Commissioner Deatherage seconded.

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

Immigration Policy Discussion

Commissioner Deatherage said I'm just getting started with this tonight. He said the Biden/Harris illegal immigration resettlement plan is going gangbusters. He said it's been a huge success. He said I think they were at 1.2 million illegal immigrants in America so far. He said we're going to hit 2 million before it's all over with and they are achieving their desired plan, which is to change the demographics of America and they want to do it in the heartland. He said we are the heartland. He said now, they are going to be moving people into our area and we're not going to know about it unless we have a conduit to ICE. He said in the past, during the Trump administration, in order to move people to an area you had to have written permission from local authorities and from the state government. He said I think that's all been done away with. He said right now we are seeing resettlement through the military, all kinds of means. He said ICE is being used for the resettlement, against, I'm sure, 90% of their better wishes and it is happening now. He said what I want to know and I'm hoping maybe the Manager and Chief Deputy Rose, you're still here, are you guys hearing anything from the federal government about this resettlement plan. He said it's happening. He said is there a curiosity on your part to know what's going on because this is going to be a huge cost to us. He said it's not going to be on the balance sheet, it's not going to be on the financial balance sheet, but it will cost us a tremendous amount of money. He said when you have to educate people who only years earlier were living in their own country but because of the huge plan that happened when Biden and Harris took office, they're coming up here now, they're coming to America now and they're being settled in the heartland and we're educating them. He said we're providing all kind of services, healthcare, you're going to see a country that's going to have a hard time financing itself, taking care of itself. He said we are a great country, a great nation, a great republic. He said we're losing that a little bit every day, but we cannot afford to let everybody who lives in a worse place come to our nation and live, that's just not the way it works. He said there's laws, there's guidelines and they're not being followed by the executive. He said we all know that, it's part of the plan. He said throw out the laws, throw out the constitution, do not follow it and until that gets determined, I mean some issues have already been settled by the supreme court, some more are going to be settled by the supreme court and we'll see just how constitutional it is. He said if they keep doing it you'll see impeachments all the way around. He said but until that time happens, until you get a wiser group of people running our country we need to know at a local level what our cost is, what's happening. He said can we set up some kind of intellectual infrastructure to determine who's coming here, how many, and how is that happening. He said that's news we should all know. He said we should all be concerned about it, and we should all be curious.

Commissioner Richardson said what I can tell you, at the NACo Conference at National Harbor back in July I sat in on the immigration conference, it was a seminar. He said they sent a guy over on Biden's policy committee and he was a high muckity-muck in this and what he said was this, "we're not going to tell you when we're sending people into your community. The only thing we're going to put up on the website is three months after this happened, if more than 50,000 immigrants are sent into a state we will publish a notice and say we sent more than 50,000 into your state.". He said they are deliberately not telling you what they are doing and that's what this guy said and so I think it's important we take a position on Commissioner Deatherage's motion simply because of what we know is happening because if you get on there and try to search around on who's going where you're not going to find it, it's all secret. He said that's why we need to be opposed to it.

Mr. Alligood said I've got some information for you. He said I reached out to the Association, and I asked them if they were familiar. He said I actually took the agenda item and sent it to them and asked them the question and they said, Kevin Leonard, who's the Association Director, said "I apologize in advance, I don't have too much information to share. Generally, immigration issues are not a county level issue, so we do not have a lot of policy background. After performing a little research, we are not familiar with the specific immigration policy titled "The Biden/Harris Resettlement Act". Perhaps it exists but we're do not know of a proposal. I do recall an issue that was discussed in January of 2020 regarding the longstanding US Policy program allowing refugees and asylum seekers to resettle in approved states and communities in the United States. In January 2020 the Trump Administration made changes to the policy to allow states and local governments the ability to make decisions to allow or not allow refugees to settle in their communities. Perhaps this is what Commissioner Deatherage is recalling". He said so he said they would be glad to research that further. He said I do have the contact information from the State of North Carolina. He said Dr. Scott Phillips is the State Refugee coordinator, he works for the Department of Social Services under DHHS and I have a copy of their policy relating to refugee assistance overview and it says the United States humanitarian response to the unique needs of refugees was formally addressed in the enactment of the Refugee Act of 1980, public law 96-212, which then became effective April 1 of that year so obviously there is a program that the federal government put in place back in 1980 that addresses refugees that come into North Carolina. He said there's a policy manual that's associated under DHHS so there are some assistance programs. He said as I read briefly over them they can't go any more than five years, they help folks with some financial assistance to help get set up, it can't happen for any more than five years and once you become a citizen it goes away. He said so there's some information on this and I'm happy to share it with the Board. He said it can also be found by going to the state DHHS website. He said you can actually, if you are a refugee you can go to Beaufort County DSS and ask for help and there's a policy through the State that would help provide resources to anybody who asks for resources through DSS. He said so there is information out there and I'd be glad to provide any additional you might want but you can find it on the site.

Commissioner Richardson said I'd like for you to bring back, if you could, at the next meeting the number of people who, under that act, have applied for help by year. He said I don't want names, just tell us the number each year for the last four or five years.

Mr. Alligood said I can certainly ask the DSS Director if that's available. He said obviously you wouldn't be able to have identifying information.

Commissioner Richardson said no, we wouldn't want to embarrass the illegals.

Mr. Alligood said well, I mean, you can't provide the information for anybody, whether they're illegal or not illegal.

Commissioner Deatherage said I'd like to say one thing. He said that boiler plate that the Manager just gave us was probably written by a bureaucrat. He said certainly not somebody that cares about our state, our nation or even our local communities. He said think about this, after five years they're off unless they become a citizen, or they can become a citizen. He said just insinuating that someone who comes to our country illegally, whether or not their enticed by an administration to come, they come illegally, they set up shop, they live here and in five years they think they can become a citizen, where they actually should be sent back, that they've broken the law to get here, and they are illegal in that regard because they've broken the law. He said you can't become a citizen if you have broken the law, you can't. He said in my opinion it is impossible. He said its saying amnesty is good and right for all. He said I will tell you now, with the way this is being handled I will never support amnesty and I can't imagine any patriot American supporting amnesty. He said we'll lose this Country; we're losing this Country.

Mr. Alligood said just real quick, Commissioner Deatherage, I understand you're talking about illegal folks. He said there's a specific category that's listed in this based upon, I would assume, the Refuge Act of 1980, they talk about specific

individuals, refugees, asylees, Cuban/Haitian entrance. He said so you've got to meet, folks who were born in Vietnam after January 1, 1962, but before January 1, 1976, so there's some pretty specific, special visa immigrants holders from Iraq and Afghanistan, human trafficking victims, so there's some specific items in here that are listed specifically that you would have to meet these. He said I understand you're saying illegal, but I would assume these would not be considered illegal because they met these certain criteria.

Commissioner Deatherage said how they get you is in the details.

Closed Session

Ms. Mosher read the Board into closed session.

Motion: Commissioner Rebholz motioned to go into closed session. Commissioner Booth seconded. The vote was unanimous.

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

Chairman Waters said at this time I'll ask Mr. Francisco if he will make the recommendation.

Mr. Francisco said we have just met, and we have decided that we're going to join North Carolina MOA, which is the agreement of the opioid situation, and we are joining the other counties who are involved in this. He said this will mean a number of things for Beaufort County. He said some things like 80% coming to our local government. He said that's it. He said next time I will bring the resolution and signature pages.

Motion: Commissioner Rebholz motioned to accept the recommendation. Commissioner Booth seconded. The vote was unanimous.

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

Adjourned at 9:33 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Budget Amendment, Health Department
2. Prior Year Purchase Orders/Projects
3. Budget Amendment, CARES Funding for HDM
4. Budget Amendment, CARES Funding
5. Purchase Order Approval Over $30,000
6. Refunds Over $100, Tax Assessor
7. Refunds Over $100, Tax Collector
8. Late Application for Exemptions
9. Surplus, Equipment Trailer
10. Rivers East Workforce Development Appointment
11. Resolution Opposing Reduction in Number of Judges
12. Approval of Board Minutes
    a. May 25, 2021 – Budget Workshop
    b. May 27, 2021 – Budget Workshop

    c. June 1, 2021 – Budget Workshop
    d. June 10, 2021 – Special Called Meeting, Budget Approval
    e. July 19, 2021 – Special Called Meeting, ARPA Funds
    f. August 2, 2021 – Regular Monthly Meeting

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 07/27/2021

FY Budget: FY22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105198-549100	HIV Dues/Subscriptions		$180
105198-531000	HIV Professional Development	$180	
105158-537000	Health Promotion Advertising		$450
105158-531000	Health Promotion Professional Development	$450	
105167-523900	WIC Medical		$180
105167-549100	WIC Dues	$180	

Department Justification:

- Budget reallocation to cover expenditures

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	James Madson James Madson (Jul 27, 2021 14:09 EDT)	Jul 27, 2021
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

Beaufort County
Finance

Budget Amendment Request

Department: General Fund

Date of Request: 9-7-21

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Fund Balance Appropriated	468,492	
10-4135-538000	IT Computer Software/Hardware	20,035	
10-4190-519400	Engineering Services	1,500	
10-4190-535101	Maint/Repair Courthouse	1,910	
10-4190-554002	Capital Outlay – Buildings	262,980	
10-4310-554000	Capital Outlay – Vehicles	165,240	
10-4380-554002	Capital Outlay – Buildings	13,584	
10-4390-535300	Maint/Repair Vehicles	1,238	
10-4330-540000	Equipment Purchases	2,005	
60-3713-499100	Fund Balance Appropriated	77,508	
60-7130-519400	Engineering Services	4,790	
60-7130-535100	Maint/Repair Building	3,573	
60-7130-551000	Capital Outlay – Equipment	17,126	
60-7130-554000	Capital Outlay – Vehicles	49,029	
60-7130-580009	NC DOT Relocation Projects	2,990	
81-3990-499100	Fund Balance Appropriated	19,000	
81-4720-535900	Maint/Repair Landfill	19,000	
19-0431-499100	Fund Balance	7,726	
19-4310-540000	Equipment Purchase	7,726	

Department Justification:
To to bring forward unspent funds from prior year to complete projects and pay vendors in FY 21-22.

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. _____	

Purchase Orders to be Brought Forward to FY 2021/2022

General Fund			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 20-21	at 6-30-21	GL Acct	Justification for carry forward of funds
20211022	Hewlett Packard Enterprise Co.	IT Equipment	$20,034.33	$0.00	$20,034.33	10-4135-538000	Equipment ordered 6/3/21 and not received by fiscal year end
20210851	Engineering Source of NC, PA	Engineering Services	$3,000.00	$1,500.00	$1,500.00	10-4190-519400	Engineering Services as needed to assist PW Director
20211037	Enecon Solutions, LLC	Tile Work at Courthouse	$1,910.00	$0.00	$1,910.00	10-4190-535101	Tile Work at Courthouse not complete by year end
20210367	Wilson Rhodes Electrical Construction	Generator at Financial Services Ctr.	$86,530.00	$7,900.00	$78,630.00	10-4190-554002	Generator Purchase
20210368	Wilson Rhodes Electrical Construction	Generator - Admin Bldg.	$76,150.00	$7,900.00	$68,250.00	10-4190-554002	Generator Purchase
20210852	Wilson Rhodes Electrical Construction	Install Generators	$116,100.00	$0.00	$116,100.00	10-4190-554002	Labor & Materials for 2 generator installs
20210165	B & G Electronics & Communications	Electronics for 4 Sheriff's Vehicles	$30,075.76	$0.00	$30,075.76	10-4310-554000	Electronics for 4 Sheriff's vehicles on order since Sept 2020
20210336	Performance Automotive Group	4 Dodge Durangos (Sheriff's Office)	$135,164.00	$0.00	$135,164.00	10-4310-554000	4 Dodge Durangos (Sheriff's Vehicles) on order since Sept. 2020
20211021	Pamlico Fence Co., Inc.	Fencing at Animal Shelter (grant funded)	$13,584.00	$0.00	$13,584.00	10-4380-554002	Fencing at Animal Shelter
20210907	Us Auto Body Shop, Inc.	Repair Medic 3	$1,238.35	$0.00	$1,238.35	10-4390-535300	Replace Brush Guard on Medic 3
20220227	NC Department of Administration	Mobile Loading Ramps	$2,005.00	$0.00	$2,005.00	10-4330-540000	Mobile loading ramps
		General Fund Total	**$485,791.44**	**$17,300.00**	**$468,491.44**		

$4,427.00

Water Districts			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 20-21	at 6-30-21	GL Acct	
20201016	Inner Banks Engineering, PC	Miscellaneous Engineering for Water System	$7,840.00	$3,050.00	$4,790.00	60-7130-519400	Miscellaneous Engineering for water system
20210483	B & T Construction Inc.	Roof Work	$8,000.00	$4,427.00	$3,573.00	60-7130-535100	Roof work not completed by year end
20210484	Miller Supply Co., Inc.	Transmitters and flow sensors	$17,126.00	$0.00	$17,126.00	60-7130-551000	Water Distribution Supplies
20210547	Modern Chevrolet, LLC	Water Vehicle	$24,514.60	$0.00	$24,514.60	60-7130-554000	Chevrolet Silverado Truck for Water Dept. ordered Dec 2020
20210545	Modern Chevrolet, LLC	Water Vehicle	$24,514.60	$0.00	$24,514.60	60-7130-554000	Chevrolet Silverado Truck for Water Dept. ordered Dec 2020
20210969	National Water Works/Hughes	Water System Materials	$5,442.94	$2,453.44	$2,989.50	60-7130-580009	Water System Supplies
		Water Total	**$87,438.14**	**$7,477.00**	**$77,507.70**		

2453.44

Solid Waste			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 20-21	at 6-30-21	GL Acct	
20210848	Seegar's Fence Company	Installation of gate	$19,000.00	$0.00	**$19,000.00**	81-4720-535900	Gate installation not completed by year end

Drug Seized Funds			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 20-21	at 6-30-21	GL Acct	
20210445	Craig's Firearm Supply, Inc.	Gun silencers/Other Gun Supplies	$25,577.00	$17,851.50	$7,725.50	19-4310-540000	Gun supplies not delivered before year end

Total PO balances to bring forward (All Funds) **$572,724.64**

Beaufort County Finance

Budget Amendment Request

Department: Social Services **Date of Request:** September 7, 2021

FY Budget: 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105310.526551	Cares COVID Response (Exp.)	$32,293	
100222.493661	Cares COVID Response (Rev.)	$32,293	

Department Justification:
Beaufort County DSS is the recipient of $32,293 through the CARES Act for the purpose of COVID relief for older adults. This funding will be used for Home Delivered Meals. The funding is distributed by Mid-East Commission Area Agency on Aging. This funding is separate from our HCCBG funding and does not require a county match.
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 Carpenter	8/27/21
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. _____	

NC Division of Aging and Adult Services
DAAS-732-COVID
Provider: Beaufort County DSS
Address:
County: Beaufort

COVID-19 EMERGENCY RESPONSE:
2021 Supplemental Nutrition Funding
HDC5 Consolidated Appropriations Act

Provider Services Summary

Project Start Date: July 1, 2021
Project End Date: September 30, 2022

REVISION # , DATE :

	Service Delivery (Check one)		A				B	C	D	E	F	G	H	I
			Supplemental Nutrition Funding				Local Match NOT	Net* Service	NSIP NOT	Total COVID-19	Projected FF-	Projected Reimbursement	Projected FF-CARES	Projected
Supplemental Nutrition Funding	Direct	Purchased	Access	In-Home	Other	Total	Required	Cost	Allowed	Funding	CARES Units	Rate	Clients	Total Units
Home-Delivered Meals	X				$ 32,293		0	$ 32,293	0	$ 32,293	0	0.0000		0
							0	$ -	0	$ -				
							0	$ -		$ -				
							0	$ -	0	$ -	0			0
							0	$ -	0	$ -	0			0
							0	$ -	0	$ -	0			0
							0	$ -	0	$ -				
							0	$ -	0	$ -				
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							0	$ -	0	$ -				
							0	$ -	0	$ -				
							0	$ -	0	$ -				
							0	$ -	0	$ -				
Total			$ -	$ -	$ 32,293	$ 32,293	0	$ 32,293	0	$ 32,293	0		0	0

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** September 7, 2021

FY Budget: 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105310.562550	CARES APS/CPS (Exp.)	$14,298	
100222.4936600	CARES APS/CPS (Rev.)	$14,298	

Department Justification:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was enacted on March 27, 2021 and provides emergency funding to respond to COVID-19. Each county social service agency across the state has been awarded a portion of this supplemental funding based on the population of children in foster care. It is designed to support child welfare agencies in the prevention, preparation, and response to the needs of children and families impacted by the child welfare system and the coronavirus pandemic. Beaufort county was allocated $14,298.
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 Cozpens	8/27/21
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. _____	

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

August 09, 2021

DEAR COUNY DIRECTOR OF SOCIAL SERVICES

ATTENTION: CHILDREN'S SERVICES SUPERVISORS, PROGRAM ADMINISTRATORS, AND PROGRAM MANAGERS

SUBJECT: CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDING, PUBLIC LAW 116-136

REQUIRED ACTION: ☐ Information Only ☐ Time Sensitive ☒ Immediate

PURPOSE: TO PROVIDE INSTRUCTION ON THE EXPENDITURE OF CARES ACT FUNDS

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was enacted on March 27, 2021 and provides emergency funding to respond to COVID-19. It is designed to support child welfare agencies in the prevention, preparation, and response to the needs of children and families impacted by the child welfare system and the coronavirus pandemic. North Carolina was awarded the supplemental funds by Administration for Children and Families (ACF) on April 23, 2020. The use of the county allocated funds must be for expenses obligated or paid by September 30, 2021. The CARES Act funds must be tracked separately on the attached form to ensure compliance with requirements and allowable expenses.

Each county social service agency has been awarded a portion of this supplemental funding based on the population of children in foster care. Please see the funding allocation sheet attached. These funds must be used to ensure the safety, permanency, and wellbeing of children and families involved in the child welfare during the coronavirus pandemic. Funds can be used to replace county only expenditures not claimed for reimbursement to prevent, prepare for, and respond to COVID-19 prior to the effective date of the award, beginning January 20, 2020. A spreadsheet to document these expenditures is attached and should be completed and returned to Lechelle Evans at Lechelle.evans@dhhs.nc.gov by October 4, 2021.

Please find a fact sheet attached with a list of approved allowable expenses. Funding can be used for any allowable expenses outlined in Title IV-B, Subpart 1, Section 421 of the Act. If you have any questions, contact your Regional Child Welfare Consultant. This information can be found at

The guidance attached is offered as a resource in responding to the aforementioned situations. If you have any questions, contact your Regional Child Welfare Consultant and include your local support manager. This information can be found at https://www.ncdhhs.gov/divisions/social-

services/county-staff-information/local-support-staff-schedules/regional-child.

Sincerely,

Lisa Cauley, Senior Director
Child, Family and Adult Services

Attachments: Funding Allocation Scenarios
CARES Act Fact Sheet
Funding Allocation Scenarios
2021 CARES Act IV-B1 Exp Sum Form

cc: Susan G. Osborne, Assistant Secretary for County Operations
Richard Stegenga, Deputy Director DSS Business Operations
Kathy Stone, Section Chief for Child Protective Services and Prevention
Carla McNeill, Section Chief for Permanency Planning
Teresa Strom, Section Chief for County Operations
Linda Waite, Section Chief for Regulatory and Licensing

CWS-28-2021

County	Children in Foster Care	% of Total Children in Foster Care	Dollars for Distribution
State Total	**10,382**	**100%**	**$ 1,168,799**
Alamance	79	1%	$ 8,894
Alexander	59	1%	$ 6,642
Alleghany	44	0%	$ 4,953
Anson	11	0%	$ 1,238
Ashe	71	1%	$ 7,993
Avery	27	0%	$ 3,040
Beaufort	127	1%	$ 14,298
Bertie	3	0%	$ 338
Bladen	47	0%	$ 5,291
Brunswick	182	2%	$ 20,489
Buncombe	314	3%	$ 35,350
Burke	223	2%	$ 25,105
Cabarrus	138	1%	$ 15,536
Caldwell	126	1%	$ 14,185
Camden	4	0%	$ 450
Carteret	73	1%	$ 8,218
Caswell	14	0%	$ 1,576
Catawba	251	2%	$ 28,257
Chatham	104	1%	$ 11,708
Cherokee	58	1%	$ 6,530
Chowan	4	0%	$ 450
Clay	28	0%	$ 3,152
Cleveland	150	1%	$ 16,887
Columbus	87	1%	$ 9,794
Craven	100	1%	$ 11,258
Cumberland	801	8%	$ 90,176
Currituck	14	0%	$ 1,576
Dare	13	0%	$ 1,464
Davidson	134	1%	$ 15,086
Davie	50	0%	$ 5,629
Duplin	27	0%	$ 3,040
Durham	303	3%	$ 34,112
Edgecombe	45	0%	$ 5,066
Forsyth	226	2%	$ 25,443
Franklin	54	1%	$ 6,079
Gaston	380	4%	$ 42,780
Gates	-	0%	$ -
Graham	25	0%	$ 2,814
Granville	18	0%	$ 2,026
Greene	21	0%	$ 2,364
Guilford	447	4%	$ 50,323
Halifax	8	0%	$ 901
Harnett	164	2%	$ 18,463

Haywood	99	1%	$ 11,145
Henderson	162	2%	$ 18,238
Hertford	5	0%	$ 563
Hoke	50	0%	$ 5,629
Hyde	10	0%	$ 1,126
Iredell	90	1%	$ 10,132
Jackson	63	1%	$ 7,092
Johnston	153	1%	$ 17,225
Jones	5	0%	$ 563
Lee	10	0%	$ 1,126
Lenoir	73	1%	$ 8,218
Lincoln	67	1%	$ 7,543
Macon	76	1%	$ 8,556
Madison	35	0%	$ 3,940
Martin	47	0%	$ 5,291
McDowell	114	1%	$ 12,834
Mecklenburg	450	4%	$ 50,661
Mitchell	44	0%	$ 4,953
Montgomery	18	0%	$ 2,026
Moore	67	1%	$ 7,543
Nash	20	0%	$ 2,252
New Hanover	303	3%	$ 34,112
Northampton	6	0%	$ 675
Onslow	159	2%	$ 17,900
Orange	65	1%	$ 7,318
Pamlico	13	0%	$ 1,464
Pasquotank	20	0%	$ 2,252
Pender	44	0%	$ 4,953
Perquimans	7	0%	$ 788
Person	85	1%	$ 9,569
Pitt	152	1%	$ 17,112
Polk	44	0%	$ 4,953
Randolph	177	2%	$ 19,927
Richmond	74	1%	$ 8,331
Robeson	374	4%	$ 42,105
Rockingham	156	2%	$ 17,562
Rowan	154	1%	$ 17,337
Rutherford	131	1%	$ 14,748
Sampson	131	1%	$ 14,748
Scotland	105	1%	$ 11,821
Stanly	33	0%	$ 3,715
Stokes	92	1%	$ 10,357
Surry	129	1%	$ 14,523
Swain	55	1%	$ 6,192
Transylvania	62	1%	$ 6,980
Tyrrell	6	0%	$ 675
Union	137	1%	$ 15,423

Vance	46	0%	$ 5,179
Wake	386	4%	$ 43,456
Warren	2	0%	$ 225
Washington	24	0%	$ 2,702
Watauga	81	1%	$ 9,119
Wayne	57	1%	$ 6,417
Wilkes	215	2%	$ 24,205
Wilson	23	0%	$ 2,589
Yadkin	80	1%	$ 9,006
Yancey	42	0%	$ 4,728

Purchase Order

Fiscal Year 2022 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20220199-00

Delivery must be made within doors of specified destination.

BILL TO

Beaufort County
Finance Office
121 W. 3rd Street
Washington, NC 27889
Phone: (252) 946-0079
Fax: (252) 946-7722

VENDOR

VIDANT BEAUFORT HOSPITAL
628 E. 12TH STREET
WASHINGTON NC 27889-3409

SHIP TO

632 West 5th Street
Social Services
Washington NC 27889

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		206	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/03/2021	490			STATE IN-HOME/AGING SERVICES

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	Meals for Congregate and Home The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Meals for Home Delivered Meals and Congregate Clients	1.0	EACH	$97,707.000	$97,707.00
	******** GL SUMMARY ******** ***10 -5330-522000*** ***97,707.00***				

This instrument has been preaudited in the manner required by the local government budget and Fiscal Control Act.

VENDOR COPY

By Hallie d gones
Purchasing Agent

By Rita C. Radcliffe
Finance Officer

Beaufort County is NOT exempt from paying sales tax. All invoices must include sales tax as applicable.

Total Ext. Price	$97,707.00
PO Total	**$97,707.00**

Date run: 8/20/2021 9:56:32 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 ($)
840164	WILHELMANIE SMITH NIXON	653 ELM STREET BELHAVEN,NC 27810	Refund on Bill # 0000008475-2020-2020-0000-00	CBINNIE	8/16/2021 7:00:06 PM	100.00
					Total	$100

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 8/20/2021 10:37:42 AM

July 23 - July 31st Refunds

Payee Name	Primary Owner	Address 1	Address 3	Refund Type	Bill #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
MCINTYRE, ELIZABETH MARIE	MCINTYRE, ELIZABETH MARIE	PO BOX 404	GRANTSBORO, NC 28529	Proration	0059480894	Refund Generated due to proration on Bill #0059480894-2020-2020-0000-00	Tag Surrender	07/26/2021	G01	Tax	($81.20)	$0.00	($81.20)
									C01	Tax	($67.78)	$0.00	($67.78)
									C01	Vehicle Fee	$0.00	$0.00	$0.00
												Refund	$148.98
RONGERS, JAMES W	RONGERS, JAMES W	1187 N TEACHS POINT RD	BATH, NC 27808	Proration	0040694466	Refund Generated due to proration on Bill #0040694466-2020-2020-0000-00	Vehicle Sold	07/30/2021	G01	Tax	($196.80)	$0.00	($196.80)
									F63	Tax	($12.70)	$0.00	($12.70)
									ER	Tax	($15.50)	$0.00	($15.50)
												Refund	$225.00
												Refund Total	$373.98

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 8/20/2021 11:55:18 AM

August 1 - 19th Refunds

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
A W GROUP LLC	A W GROUP LLC		PO BOX 28	BELHAVEN, NC 27810	Proration	0062083806	Refund Generated due to proration on Bill #0062083806-2021-2021-0000-00	Processed in Error	08/12/2021	G01	Tax	($260.68)	$0.00	($260.68)
										F63	Tax	($17.10)	$0.00	($17.10)
										E09	Tax	($20.85)	$0.00	($20.85)
													Refund	$298.63
CUTLER, DAVID MAYO JR	CUTLER, DAVID MAYO JR	CUTLER, MORGAN WILLIAMS	3996 US HIGHWAY 17 N	WASHINGTON, NC 27889	Proration	0060214094	Refund Generated due to proration on Bill #0060214094-2020-2020-0000-00	Vehicle Sold	08/10/2021	G01	Tax	($250.90)	$0.00	($250.90)
										F63	Tax	($16.20)	$0.00	($16.20)
										E02	Tax	($19.75)	$0.00	($19.75)
													Refund	$286.85
FORSYTHE, WILLIAM WAYNE	FORSYTHE, WILLIAM WAYNE		85 HANNAH DRIVE	CHOCOWINITY, NC 27817	Proration	0058163762	Refund Generated due to proration on Bill #0058163762-2020-2020-0000-00	Vehicle Sold	08/02/2021	G01	Tax	($155.36)	$0.00	($155.36)
										F60	Tax	($10.52)	$0.00	($10.52)
										E12	Tax	($12.23)	$0.00	($12.23)
													Refund	$178.11
													Refund Total	$763.59

All Payments are overpayments.

841824	578201	8/20/2021	C9BEATB P.i.# 5686-00-9752 Patrick Reed	0000037124-2021-2021-0000-00	REI	#####	$357.30
AMERICA'S SETTLEMENT COMPANY 8161 MAPLE LAWN BLVD STE 450 FULTON BEAUFORT MD 20759							
841065	578195		P.i.# 5685-44-7836 C9BEATB Patricia Hollowell	0000022000-2021-2021-0000-00	REI	#####	$216.50
AMERICA'S SETTLEMENT COMPANY 8161 MAPLE LAWN BLVD STE 450 FULTON BEAUFORT MD 20759							
839713	578124	8/6/2021	FPITTMAN No P.i.n #	0000048824-2021-2021-0000-00	BUS	#####	$909.99
WARD AND SMITH, P.A. P. O. BOX 867 NEW BERN NC 28563							
839712	578124		P.i.# 5676-26-5397 8/6/2021 Lodging Associates	0000048825-2021-2021-0000-00	REI	#####	$495.46
WARD AND SMITH, P.A. P. O. BOX 867 NEW BERN NC 28563							
839257	578043	8/2/2021	P.i.# 6605-22-5228 WKINION	0009367810-2012-2012-0000-01	REI	#####	$453.26
ALLIGOOD, JENNIFER JR 404 BRANCHWOOD DRIVE WINTERVILLE BEAUFORT NC 28590							
839256	578043		P.i.# 6605-22-5228 8/2/2021	0009015123-2008-2008-0000-01	REI	#####	$541.17
ALLIGOOD, JENNIFER JR 404 BRANCHWOOD DRIVE WINTERVILLE BEAUFORT NC 28590							
839255	578043	8/2/2021	WKINION No bill to apply to:		Debt-Set Error		$572.53
ALLIGOOD, JENNIFER 404 BRANCHWOOD DR WINTERVILLE NC 28590							
843164	578247	8/25/2021	P.i.# 5663-40-5293 WKinion	0000041292-2015-2015-0000-00	REI	#####	271.26
BUCK, ANTHONY D 808 CARROW ROAD CHOCOWINITY , NC 27817							
843163	578247		No P.i.# 8/25/2021	0009488991-2013-2013-0000-00	IND	#####	$101.43
BUCK, ANTHONY DWAYNE 808 CARROW RD CHOCOWINITY NC 27817							
843162	578247		NO P.i.n # 8/25/2021	0009507543-2013-2013-0000-00	RMV	#####	$105.02
BUCK, ANTHONY DWAYNE 808 CARROW RD CHOCOWINITY NC 27817							

	843161	578247	8/25/2021	Mobile Home 0009376761-2012-2012-0000-00	REI	#####	$749.99
BUCK, ANTHONY DWAYNE 808 CARROW RD CHOCOWINITY NC 27817							
843158	578247	8/25/2021	No P.N# WKINION	0009279224-2011-2011-0000-00	IND	#####	127.94
EMBLER, DAVID PO BOX 331 BELHAVEN NC 27810							
838758	577721	6/23/2021	0000005852-2017-2017-0000-00	0000005852-2017-2017-0000-00 P.N# 6666-73-0976	REI	#####	110.61
WALLACE, RUTH ERIN ERIN D WALLACE 17801 168TH STREET BONNER SPRINGS KS 66012							

REID / ABSTRACT	LAST NAME / BUSINESS NAME	FIRST NAME	MIDDLE	PROGRAM	TYPE	RECOMMENDATION
6330	SCHWARTZ	MATTHEWS	JAMES JR.	HOMESTEAD TAX RELIEF	CIRCUIT BREAKER	APPROVE
	SCHWARTZ	MARGARET	A			APPROVE
32500 / 10393	BLAKE	MELVIN	GRAY	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
	BLAKE	PEGGY	WATERS			APPROVE
8932	LODGE	CURTIS	TYRON	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
6395	SEAVER	RONALD	ROBERT JR	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
46886	ROGERS	GLORIA		HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
2992	JACKSON	PHILLIP	L.	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
32944	CHAMPACO	DAVID	C.	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
	CHAMPACO	SANDRA	R.			APPROVE
11457	BOYD	MARY	T.	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
19318	BARNES	MABLE	MAE	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
26119	ARNOLD	ERVIN	RAY	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
	ARNOLD	JUNE				APPROVE
41038	ALLEN	PAUL	S.	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
	ALLEN	PHYLLIS				APPROVE
41690	WOODEN	CARNEILIUS	ANTHONEY	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
	WOODEN	SHERRY	DEMETRICE			APPROVE
24482	MOORE	MATTIE	LEE	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
9537869	PETERSON	MARY	MARGARET	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
40083	DANIELS	MATILDA	MAE	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
43411	PAMLICO ROSE INSTITUTE			AV-10 PROPERTY TAX EXEMPTION	CHARITABLE ENTITIY 105-278.7	APPROVE
43941	PAMLICO ROSE INSTITUTE			AV-10 PROPERTY TAX EXEMPTION	CHARITABLE ENTITIY 105-278.7	APPROVE

Katie Mosher

From: Jennie Bowen <jbowen@mideastcom.org>
Sent: Wednesday, July 28, 2021 4:31 PM
To: Katie Mosher
Cc: Brian Alligood
Subject: Rivers East WDB Appointments

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,
One Beaufort County appointment to the Rivers East Workforce Development Board is set to expire on July 31, 2021. Currently Jenny Brown of Vidant and Mary Pinkston of Iconic Marine Group represent Beaufort County private sector.

Jenny Brown has attended 100% of all meetings. Jenny Brown's seat is currently set to expire on July 31, 2021. We recommend Jenny Brown be reappointed for another 2 year term. Note: our bylaws state "appointments will be for a two-year term to expire on June 30th of each respective term".

Mary Pinkston has attended 80% of all meetings. Her current term is set to expire June 30, 2022. No action is needed on her appointment at this time.

Thank you in advance for your help and support. If you have any questions, please do not hesitate to contact me.

Jennie

Jennie Bowen
Workforce Development Director

Mid-East Commission
Rivers East Workforce Development Board
1502 N. Market St., Suite A
Washington, NC 27889
(t) 252.974.1815
(f) 252.946.5489

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

RESOLUTION OPPOSING THE REDUCTION IN THE NUMBER OF JUDGES IN THE SECOND JUDICIAL DISTRICT

WHEREAS, the Second Judicial District is comprised of the following five counties: Beaufort, Martin, Washington, Tyrrell and Hyde; and

WHEREAS, the geographical area of the Second Judicial District is the largest in the State of North Carolina covering over 3,900 square miles; and

WHEREAS, judges are already required to travel between 28 to 79 miles one way to get to the various courthouses within the Second Judicial District; and

WHEREAS, the Second Judicial District has had four judges since 2001, and the number of felonies and traffic matters has steadily increased and doubled over the past twenty years; and

WHERAS, the opioid crisis has further contributed to a shocking increase in the number of criminal cases being dealt with in the Second Judicial District; and

WHEREAS, the indirect and tragic impacts of the opioid crisis upon the children and families within the affected communities has even further contributed to an equally shocking increase in the number of abuse, neglect, and dependency cases requiring additional judicial time to be spent both in and out of the courtroom by judges within the Second Judicial District; and

WHEREAS, the Juvenile Justice Reinvestment Act went into effect December 1, 2019 and required the Second Judicial District to add court sessions to accommodate the increased number of juvenile cases to be dealt with as a result; and

WHEREAS, any reduction in the number of judges in the Second Judicial District will immediately cause a reduction in the number of court sessions and result in crowded courtrooms, longer court days, case delays, and will negatively impact the clerks, bailiffs, law enforcement, attorneys, judges, and most importantly the general public served by the court system; and

WHEREAS, we conclude it is not in the best interest of our citizens or the Second Judicial District to lose any of the four judge positions that have been assigned to the district for two decades, due to the immediate and significant detrimental impact such loss would have upon our citizen's access to justice in a prompt and effective manner.

NOW THEREFORE, THE BEAUFORT COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVE AS FOLLOWS:

That this resolution in opposition to any reduction in the number of judges in the Second Judicial District is adopted and that it be transmitted to the North Carolina General Assembly through the duly elected members of that body representing those counties within the Second

Judicial District in order to respectfully request that the number of judges in the Second Judicial District not be reduced for the reasons stated herein.

Adopted this the 13th day of August, 2021.

Frankie Waters, Chairman
Beaufort County Board of Commissioners

Kathleen Mosher,
Clerk to the Board, Beaufort County

ESTABLISH AND SUPPORT VETERANS TREATMENT COURT PILOT PROGRAMS

SECTION 16.5.(a) Veterans Treatment Court Pilot Programs. – The Administrative Office of the Courts, in coordination with the District Attorney's Offices in Cumberland County and Onslow County, shall establish pilot programs that create Cumberland County and Onslow County veterans treatment courts, as governed by Article 62 of Chapter 7A of the General Statutes.

SECTION 16.5.(b) Report. – The Administrative Office of the Courts shall report to the Joint Legislative Oversight Committee on Justice and Public Safety on the results of the pilot programs established in this section no later than February 1 of each year following a year in which a pilot program receives funding from the State.

SECTION 16.5.(c) Policy. – It is the intent of the General Assembly that appropriations made in this act to aid Cumberland County and Onslow County to create and operate veterans treatment courts are made on a one-time basis for the 2022-2023 fiscal year and other funding sources should be sought to fund this program in future fiscal years.

MODIFY DISTRICT COURT JUDGE NUMBERS, DISTRICTS, AND RESIDENCY REQUIREMENTS AND ADD MAGISTRATES TO UNION COUNTY

SECTION 16.7.(a) G.S. 7A-133(a) reads as rewritten:

"(a) Each district court district shall have the numbers of judges as set forth in the following table:

District	Judges	County
1	5	Camden
		Chowan
		Currituck
		Dare
		Gates
		Pasquotank
		Perquimans
2	43	Martin
		Beaufort
		Tyrrell
		Hyde
		Washington
3A	6	Pitt
3B	6	Craven
		Pamlico
		Carteret
4	9	Sampson
		Duplin
		Jones
		Onslow
5	9	New Hanover
		Pender
6	4	Northampton
		Bertie
		Hertford
		Halifax
7	7	Nash
		Edgecombe
		Wilson

ADDENDUM 2

Request New Classification to Salary Plan, Assistant Communications Manager

BEAUFORT COUNTY JOB DESCRIPTION

JOB TITLE: ASSISTANT 911 COMMUNICATIONS MANAGER
BEAUFORT COUNTY SHERIFF'S OFFICE

GENERAL STATEMENT OF JOB

Under limited supervision, performs responsible supervisory and administrative work in coordinating and directing the Communications Division. Work involves assisting with developing, coordinating, and supervising emergency communications activities and personnel; recommends acquisition and use of communications equipment; and coordinating preparation of plans for communications in response to natural and manmade disasters. Employee is also assists with administrative functions of the Division, including personnel administration, budget preparation and expenditure approval, purchase of supplies, etc. Work also involves administering routine personnel matters, including instructing, assisting, training, and advising Division personnel, reviewing performance, and recommending personnel actions. Employee is on-call after regular work hours on a rotating basis to respond to emergency situations. Reports to the 911 Communication Manager.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Assist Manager to oversee, plans, designs, to develop and execute a comprehensive emergency communications program, including new or modified radio and telephone emergency communications systems to receive and transmit messages for emergency response personnel, ensuring adherence to applicable laws, rules regulations, policies, and procedures; recommends changes and implements policies and standard operating procedures for Division; participates in operation of equipment, as needed. Responsible for the professional operation of County's sole public safety answering point 24 hours a day, seven days a week. Includes emergency 9-1-1 response dispatching of all resources, volunteer and municipal fire departments, contract and municipal emergency medical service squads, Quick Response Vehicle(s), and (includes transfer of law enforcement calls to County-wide law enforcement departments and municipal law enforcement departments).

Assists with and/or assigns, trains, directs, schedules, and supervises activities of subordinate Telecommunicators and supervisory personnel, ensuring adherence to established laws, policies, procedures, and standards; assists and advises subordinates, as necessary, resolving problems as non-routine situation arise.

Assists with and/or assumes command and directs all communications activity during major incidents, as required.

Administers routine personnel matters affecting subordinates, including interviewing applicants, hiring, promoting, disciplining, evaluating, terminating, etc., preparing and submitting various reports and records as required. Approves employee time sheets, and grants compensatory, sick or vacation leave.

Reviews availability of emergency communications equipment and computer hardware and software;

evaluates equipment needs and makes recommendations to Sheriff for equipment acquisitions and upgrades; ensures proper installation of new equipment; maintains inventory and oversees maintenance of assigned County-owned communications equipment. Supervises and coordinates operations of County 911 emergency lines, emergency dispatch, and emergency communication systems; advises and consults with emergency response personnel and officials and other governmental agencies in operational matters; ensures compliance with applicable FCC codes and regulations; assigns user codes for communications and associated computer systems; oversees maintenance of systems.

Prepares and submits various reports as required by local, state, and federal governments; oversees filing and maintenance of reports, records, and other documents as required by federal, state, and local laws and regulations.

ADDITIONAL JOB FUNCTIONS

Represents Sheriff's Office on various committees, panels, commissions, etc., attending meetings and providing input based on expertise and observations, as appropriate; advises other counties in development of 911 programs.

Makes oral presentations to school, church, civic and business organizations, as appropriate, on topics pertaining to departmental communications.

Performs related duties as required.

MINIMUM TRAINING AND EXPERIENCE

The individual will have a minimum of 5 years increasingly responsible professional experience in an Emergency Communications Center at a supervisor level role or above. A bachelor's degree is highly preferred. NC 911 Management Certification or ability complete within a reasonable period; any equivalent combination of training and experience which provides the required knowledge, skills, and abilities. Possession of a valid North Carolina Driver License.

SPECIAL REQUIREMENTS

Emergency Medical Dispatch certification/re-certification as required by the National Academy of Emergency Medical Dispatch.

Emergency Telecommunicator Dispatch certification/re-certification as required by the National Academy of Emergency Dispatch.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of machinery and equipment including computers, printers, loggers, facsimile machines, radio-telephone consoles, hand tools, etc. Must be able to exert up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are in excess of those

for Sedentary Work. Light Work usually requires walking or standing to a significant degree. However, if the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

Data Conception: Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar or divergent from obvious standards) of data, people, or things.

Interpersonal Communication: Requires the ability to speak and/or signal people to convey or exchange information. Includes giving instructions, assignments, or directions to subordinates or assistants.

Language Ability: Requires the ability to read a variety of reports, correspondence, logs, personnel records, invoices, manuals, schematics, handbooks, trade publications, statutes, minutes, etc. Requires the ability to prepare correspondence, technical and narrative reports, forms, flow charts, diagrams, purchase orders, personnel forms, etc., using prescribed formats. Requires the ability to speak to groups of people with poise, voice control and confidence.

Intelligence: Requires the ability to apply rational systems to solve problems and deal with a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral diagrammatic or schedule form. Must have a proven track record in 911 Center management and be adept at understanding and applying technological solutions to problems.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages including medical and engineering technology and emergency response codes.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract; to multiply and divide; to calculate decimals and percentages; to interpret graphs; to perform calculations involving variables, formulas, square roots, and polynomials.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width, and shape.

Motor Coordination: Requires the ability to coordinate hands and eyes rapidly and accurately in using office and communications equipment.

Manual Dexterity: Requires the ability to handle a variety of office equipment, communications equipment, control knobs, switches, etc. Must have minimal levels of eye/hand/foot coordination.

Color Discrimination: Requires the ability to differentiate between colors and shades of color.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress, and in emergency situations.

Physical Communication: Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.) Must be able to communicate via

telephone and two-way radio.

KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of the practices, procedures, standards, and regulations regarding emergency communications coordination at the local government level.

Thorough knowledge of rules, regulations of the Federal Communications Commission.

Thorough knowledge of the operation of a wide variety of communications equipment.

Through knowledge of the NC 911 Board and its list of approved expenditures for "special revenue" monies.

Ability to exercise sound judgement and remain calm under the stress of emergency situations.

Performs routine updates and maintenance of the CAD, E911 telephone system, and the digital voice logging system, performing necessary updates and backups when needed.

Thorough knowledge of the ethical guidelines applicable to the position as outlined by professional organizations and/or federal, state, and local laws, rules, and regulations.

Thorough knowledge of the operation, licensing, and maintenance of two-way radio communication systems.

Considerable knowledge of the geographical layout of the County and all political subdivisions.

Considerable knowledge of the locations and capabilities of available law enforcement, fire, rescue, and emergency medical units.

Considerable knowledge of Fire and EMS operational practices.

Considerable knowledge of the current literature, trends, and developments in the field of emergency communications planning and management.

Considerable knowledge of the principles of supervision, organization, and administration.

Ability to use common office machines, including popular computer-driven database and file maintenance programs.

Ability to deal effectively with fire and rescue department personnel, volunteers, public officials, law enforcement agencies and the general public in a friendly, professional manner.

Ability to react promptly and effectively in a disaster situation. Responds to emergency response calls, providing instructions on firefighting or handling of hazardous materials response work, etc.

Ability to plan and coordinate efficient and effective emergency communications activities during natural and man-made disasters.

Ability to supervise the work of subordinate personnel.

Ability to maintain moderately complex records and to prepare and submit reports.

Ability to effectively express ideas orally and in writing.

Ability to exercise tact, courtesy, and firmness in frequent contact with representatives of governmental agencies, civic groups, and the general public.

Ability to establish and maintain effective working relationships as necessitated by work assignments.

ADDENDUM 3

Contract Renewal for General Mitigation Support, Maintenance, and Application

MID-EAST COMMISSION
Contract for General
Mitigation Support, Maintenance, and Application
Services Beaufort County
07/01/2021 - 07/01/2024

THIS AGREEMENT, made the __1st_____day of _____July_____ 2021 by and between Mid-East Commission, hereinafter called the "Commission", and the Beaufort County Board of Commissioners, hereinafter call "Beaufort County".

WITNESSETH

WHEREAS, the Commission operates to provide hazard mitigation support including North Carolina's Department of Public Safety's State Centric Mitigation Support Plan and

WHEREAS, Beaufort County, has requested the assistance of the Commission.

NOW, THEREFORE, the Commission and Beaufort County mutually agree as follow:

1. **Employment and Scope of Services:** Beaufort County hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the services as described in the detailed Scope of Services set forth in Exhibit A, attached hereto, and by this reference made a part hereof.
2. **Length of Contract:** The work of the Commission shall commence on or after the first day of July 2021, and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract; but in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract shall expire on the first day of July 2024.
3. **Assignability:** The Commission shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of Beaufort County, unless specifically contained in the Scope of Services.
4. **Compensation and Method of Payment:** Beaufort County will pay the Commission for the services provided in Exhibit A an annual rate of $20,000. The Commission will issue quarterly invoice to Beaufort County as warranted. Beaufort County will issue a check to the Commission upon receipt for the agreed upon services as set forth in Exhibit A.
5. **Termination of Contract for Cause** Each party shall have the right to terminate this Contract by giving written notice of such termination forty-five (45) days before such effective date. If termination occurs, the Commission shall be entitled to receive just and equitable compensation for all satisfactory work completed.
6. **Changes:** Beaufort County may from time to time request changes in the Scope of Services to be performed by the Commission hereunder. Such changes which are mutually agreed upon by and between Beaufort County and the Commission, shall be incorporated as written amendments to the Contract.
7. **Records:** The Commission shall maintain financial records pertaining to this Contract for three (3) years after final settlement of the Contract or until cleared by audit.
8. **Access to Records:** The Commission shall have access to all pertinent records of Beaufort County to assist the Commission staff in providing the services set forth in Exhibit A. If requested, Beaufort County shall have access to all pertinent records held by the Commission in providing the services set forth in Exhibit A.
9. **Interest of Contractor:** The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services

required to be performed under this Contract. The Commission further covenants that in the performance of this Contract no person having any such interest shall knowingly be employed.

10. **Findings Confidential:** Any reports, information, date, etc., given to or prepared or assembled by the Commission under this Contract which requests to be kept confidential shall not be made available to any individual or organization other than Beaufort County.
11. **Complete Agreement:** This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.
12. **Applicable Laws:** The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

By_____
Bryant Buck, Executive Director
Mid-East Commission
Date_____

Attest_____

By_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

Date_____

Attest_____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signed_____Date_____
Anita Radcliffe, Finance Director
Beaufort County

EXHIBIT A

SCOPE OF SERVICES
General Mitigation Support, Maintenance, and Application Services Beaufort County
07/01/2021 - 07/01/2024

For the consideration of the applicable annual billable fee, the Mid-East Commission will make available to Beaufort County general mitigation, support, maintenance and application services including, but not limited to:

- Initiate county wide educational outreach programs to educate the general public on flood risk, the National Flood Insurance Program (NFIP), repetitive loss, and mitigation opportunities.
- Conduct individual property owner interviews to complete property site inventory applications, Gather and verify all supporting documentation. Create property files.
- Maintain all property files in a searchable data base to be used for vetting eligible properties when building applications.
- Receive and respond to all property owner calls and correspondence.
- Review Notifications of Funding Opportunities (NOFA) and notify Beaufort County of available HMGP/PDM/FMA funding opportunities and types of assistance authorized and areas eligible to receive assistance.
- Prepare and electronically submit Letters of Interest (LOI) and all supporting documentation for funding of all available funding opportunities.
- Collaborate with North Carolina Emergency Management Hazard Mitigation to build and submit all eligible projects.
- Support North Carolina Emergency Management Hazard Mitigation through the FEMA review process of all submitted projects.
- Receive, review and circulate for approval all grant awards.
- Communicate with Beaufort County's Emergency Services Director, Emergency Manager and County Manager any projects in development, projects moving forward to FEMA, projects awarded and any and all necessary information to keep them informed of mitigation activities in Beaufort County.
- Attend all mandatory NCEMHM, FEMA, NFIP, and related workshops, trainings, forums

NOTE Extraordinary Postage & Copying:
Postage and copying for mass mailings and/or public outreach events will be charged by Mid-East Commission on a cost basis.

ADDENDUM 4

Receipt of Bath Community EMS Building

PREPARED BY:
David C. Francisco
Attorney at Law
117 West 3rd Street
Washington, NC 27889
Telephone: (252) 833-0591
(No title search performed)

REID NO. 19020
Revenue Stamps: 0

NORTH CAROLINA
BEAUFORT COUNTY

THIS DEED, is made this ____ day of _____, 2021, by **BATH COMMUNITY RESCUE SQUAD, INC., GRANTOR,** having an address of Post Office Box 176, Bath North Carolina 27808 to **BEAUFORT COUNTY, a body politic and corporate,** of 121 West 3rd Street, Washington, North Carolina 27889, Grantee,

W I T N E S S E T H:

That Grantor, for good and valuable consideration to it from the Grantee, the receipt whereof is acknowledged, has given, granted and does hereby convey unto the Grantee its successors and assigns, that certain tract of land lying and being in Bath Township, Beaufort County, North Carolina, and more particularly described as follows:

BEGINNING at an iron pipe set in the Northerly edge of the right of way of N.C. Highway 99, said point of beginning being the Southwesternmost corner of that property conveyed to C. A. White in Deed Book 225, Page 558, Beaufort County Registry, and thence from said point of beginning and along the Northerly edge of the right of way of N.C. Highway 99, South 59 degrees 37 minutes 0 seconds West 200 feet to an iron pipe set in the Northerly edge of the right of way of N.C. Highway 99; thence North 18 degrees 44 minutes 18 seconds West 204.20 feet to an iron pipe; thence North 59 degrees 37 minutes 0 seconds East 200 feet to an iron pipe set in the centerline of a ditch; thence along said centerline of said ditch, South 18 degrees 44 minutes 18 seconds East 204.20 feet to an iron pipe set in the centerline of said ditch, the point of beginning, and being 40,000 square feet as the same is shown on that map or survey entitled "Property of Bath Community Rescue Squad, Inc." dated November 26, 1992, prepared by Jarvis Associates, P.A., Land Surveyors, attached to that deed recorded in Book 971, Page 8. Reference is also made to deed in Book 442, Page 36, Beaufort County Registry.

Also conveyed herewith to the Grantee the right of ingress, egress and regress over and upon that 21 foot joint-use driveway as shown on the abovesaid survey.

This is the same property utilized by Grantor for its community rescue squad and which has been leased by Grantee from Grantor for EMS purposes.

Grantor covenants with Grantee that it is seized in fee of the property and that it has the right to convey this fee simple subject to executory interest contained herein, that it is free and clear of all liens and encumbrances, except 2021 and subsequent ad valorem taxes.

The Grantee shall hold this property in fee simple subject to executory interest so long as the property described herein is used to directly support the provision of emergency medical or other first responder services, and upon the cessation of such use, for a consecutive period of six (6) months, the Grantee shall be automatically divested of all title to the property and title shall immediate vest in Bath Volunteer Fire Department, Inc., or its successor charitable or governmental successor, heirs or assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal, this the day and year first above written.

BATH COMMUNITY RESCUE SQUAD, INC.

By: _____
President, Jay Morgan

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

I _____, a notary Public in and tor the County and State aforesaid, do certify that _____, personally appeared before me on this day and acknowledged that he/she is President of Bath Community Rescue Squad, Inc. and that by authority duly given, the foregoing instrument was signed in its name by the President, sealed with its official seal.

Witness my hand and notarial seal, this _____ day of _____, 2021.

_____

Notary Public

My Commission Expires: _____

ADDENDUM 5

NCDOT Project, Betterment Opportunity

NORTH CAROLINA

BEAUFORT COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 8/31/2021

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Project: R-2511

AND

WBS Elements: 35494.3.1

BEAUFORT COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Beaufort County, hereinafter referred to as the "County."

W I T N E S S E T H:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-2511, in Beaufort County, said plans consist of grading, paving and drainage along US 64 from South of Williamston city limits to North of NC 171; Beaufort County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the County for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

PRELIMINARY ENGINEERING

1. The Department shall use its utility limited service agreement for Project R-2511, Beaufort County.

2. The County shall be responsible for the costs of the Preliminary Engineering Design. The actual cost to the County is $1,600.00 as shown on the attached cost estimate, Exhibit "B". It is understood by both the Department and the County that this is a final cost unless the County requests additional work not covered under this Agreement, or plan review by the Department

and/or County does not properly identify all existing conflicts or Department revises highway plans before or during construction. Under this agreement, the County reserves the right to re-engineer plans due to the Department's plan revisions.

3. Upon the satisfactory completion of the utility construction plans covered under this Agreement, the County shall review and approve the plans, the associated estimated utility construction cost and special provisions to be made part of the Department's roadway contract for highway construction; the County shall release the Department of any future responsibility for the design of the utility construction plans. Said releases shall be deemed to be given by the County upon completion of the plans, estimate, special provisions and acceptance by the Department and County for the plans to be made part of the highway roadway contract.

CONSTRUCTION

4. The Department shall place provisions in the construction contract for Project R-2511 Beaufort County, for the contractor to adjust and relocate water lines. The County will reimburse the Department for the Betterment costs of upgrading the existing 3" water line to a 6" water line. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

5. The County shall be responsible for water lines cost as shown on the attached Exhibit "A". The estimated cost to the County is $147,110.00 plus actual bid cost for items designated Municipal Add-Ons as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The County shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT

6. The County shall reimburse the Department for said costs as follows:

   A. Upon completion of the utility construction plans, the Department shall submit an invoice to the County for costs incurred for preliminary engineering. Billing will be based upon the negotiated cost and any supplemental agreements made part of this agreement.

Reimbursement shall be made by the County in one final payment within sixty (60) days of said invoice.

B. Upon completion of the highway work, the Department shall submit an itemized invoice to the County for costs incurred for Betterments and Municipal Add-Ons. Billing will be based upon the actual bid prices and actual quantities used.

C. Reimbursement shall be made by the County in one final payment within sixty (60) days of said invoice.

D. If the County does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.

E. Said interest rate shall be set upon final execution of the Agreement by the Department. The County will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.

F. Any cost incurred due to additional utility work requested by the County after award of the construction contract, shall be solely the responsibility of the County. The County shall reimburse the Department 100% of the additional utility cost.

G. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

H. At any time prior to final billing by the Department, the County may prepay any portion of the estimated cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing based on actual costs, less any previous payments that have been made.

REMITTANCE ADDRESS:
NC Department of Transportation
ATTN: Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

7. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the County shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the County shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the County shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the County upon completion of construction of the project and its acceptance by the Department from its contractor unless the County notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.

8. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.

   I. The County obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

9. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

10. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

11. By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional,

engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

L.S. ATTEST:

BY: _____

TITLE: _____

BEAUFORT COUNTY

BY: _____

TITLE: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

(SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
(FINANCE OFFICER)

Federal Tax Identification Number

_____

Remittance Address:

Beaufort County

_____

_____

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

Exhibit B

Project: R-2511

County: Beaufort

Description: US 17 from North of NC 171 to existing multi-lanes South of Williamston

Beaufort County will be responsible for paying the additional cost involved in upgrading 2,395 LF of existing 3" water line on Highway US 17 to a 6" water line. NCDOT is responsible for paying all non-betterment costs. Construction subject to betterment costs are designated in red in Exhibit A. All other facilities shown in Exhibit A except for the new facilities designated in Green on sheet UC-21 are not subject to betterment costs.

Beaufort County will be responsible for paying the total cost at actual contract/bid price for new facility of 359 LF of new 6" water line on sheet UC-21 shown in green. See Table 2.

Estimates were developed for the cost of replacing the facilities in kind, and the cost of replacing the facilities with the proposed betterment. Betterment costs were estimated by calculating the difference in cost between the betterment and non-betterment options using Historic Bid Averages prices, calculations are shown as Table 1 and 3 herein.

Table 1. Existing 3" to 6" Betterment Cost

Item Number	Description	Unit	Estimated Unit cost	Estimated Unit Betterment Cost
5325300000-E	3" Water Line	LF	$35.00	
5325600000-E	6" Water Line	LF	$70.00	$35.00
5329000000-E	DI Water Pipe Fittings *	LB	$10.00	$10.00
5534000000-E	3" Valve	EA	$1200.00	
5540000000-E	6" Valve	EA	$3500.00	$2300.00

*Fittings are incidental to 3" water line, and so will be billed at actual bid price and quantity installed on new and upgraded facilities.

Table 2. New Facilities (Extending 6" Water Line) Cost

Item Number	Description	Unit	Estimated Quantity	Estimated Unit cost	County Cost
5325600000-E	6" Water Line	LF	359	$70.00	$25,130.00
5329000000-E	DI Water Pipe Fittings	LB	150	$10.00	$1500.00
5540000000-E	6" Valve	EA	2	$3500.00	$7000.00
5666000000-E	Fire Hydrant	EA	1	$5000.00	$5000.00
5673000000-E	Fire Hydrant Leg	LF	12	$70.00	$840.00

Total Betterment Estimated Cost: **$39,470.00**

Because there is sufficient quantity 3" line remaining in the contract to get an accurate bid price, the actual betterment cost will be determined using actual Bid prices in the calculation.

Table 3. Upgraded Facilities (3" to 6")

Item Number	Description	Unit	Estimated Unit cost	Estimated Quantity	Estimated Item Cost
5325600000-E	6" Water Line	LF	$35.00	2774	$97,090.00
5329000000-E	DI Water Pipe Fittings	LB	$10.00	825	$8,250.00
5540000000-E	6" Valve	EA	$2,300.00	1	$2,300.00

Total Upgraded Facilities Estimated Cost: **$107,640.00**

Total Estimated Cost: **$147,110.00**

Additionally, the cost of Engineering Betterment and new facility is: **$1,600.00**

Beaufort County
Finance

Budget Amendment Request

Department: Water **Date of Request: 9-7-21**

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
60-3713-499100	Fund Balance Appropriated	148,710	
60-7130-580009	NCDOT Relocation Projects	148,710	

Department Justification:

To amend the capital project budget to cover construction cost bids for water treatment and well improvements.

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 6

Approval of Landfill Commercial User After-Hours Access Agreement

Beaufort County Landfill
Commercial User After-Hours Access Agreement

The Beaufort County Public Works Department – Solid Waste Division (the Division) extends after-hours access, as indicated on the rear of this form, to the Beaufort County Landfill (the Landfill) located at 1342 Hawkins Beach Road, Washington, NC 27889 by _____ (the User) subject to agreement to the following terms and conditions:

General:

1. Upon receipt of a $10.00 fee, the User will be provided an access card for after-hours access to the Landfill. The Division reserves the right to waive the card fee for contractors of Beaufort County and owners/tenants of the communications tower at the Landfill.
2. The access card will remain active for a period of two years, after which the access agreement must be renewed.
3. The User must not share the access card with any other person, company, etc.
4. The User must immediately notify the Division if the access card is lost, missing, stolen, or damaged.
5. A replacement card may be issued upon receipt of a $10.00 fee.
6. Landfill gate access records may be used to verify dates and times of access by the User.
7. Landfill operations are monitored via security cameras. Recordings will be used in resolving any disputes.
8. Failure to abide by these terms and conditions will result in revocation of ALL Landfill access privileges.
9. The Division reserves the right to change, alter, modify, and/or amend this Agreement at any time.
10. The Division will consider hours of access requested by the User, however the final decision on granted hours of access lies solely with the Division. The Division will notify the User of granted hours of access and any changes.
11. In the event of a power outage at the landfill site, access to the site may be hindered, at no fault of the Division.
12. Users should use caution during wet periods, as no method is available to pull stuck vehicles out.

Waste Disposal:

1. User must establish a billing account with the Division and must maintain account in good standing.
2. The Landfill accepts only yard waste and scrap tires. All other waste types are strictly prohibited. If the Division determines that the User has disposed of unacceptable waste at the Landfill, the User will be required to remedy the situation or risk losing Landfill access privileges.
3. All material disposed of at the Landfill must be weighed. During normal operating hours, the User must stop at the scale house and the attendant will weigh haulers as they arrive and as they depart. During after-hours access, the User will be responsible for completing a weight ticket provided at the scale house and depositing it into the drop box before leaving the site.
4. If the User encounters any problems with the scales while at the Landfill, the User must notify the Division immediately via phone call or email, stating the User's name, the date, the time, and the problems encountered. Contact information is provided on the rear of this form.

Yard Waste:

1. User will be charged the current per ton rate, as noted on the Division's website and at the Landfill, for yard waste disposed of at the Landfill.
2. No yard waste larger than 8" in diameter is allowed.
3. Yard waste must be disposed of in the yard waste collection area. Material must be dumped as close to the material stockpile as possible.

Scrap Tires:

1. All tires must be removed from the rim. Rims are not accepted at the Landfill.
2. Tires must be dumped neatly in the Scrap Tire Disposal Area.
3. Users disposing of more than five (5) scrap tires must complete a North Carolina Scrap Tire Certification Form.
4. A complete and valid NC Scrap Tire Certification Form must be left with the weight ticket at the Landfill.
5. Failure to submit a valid NC Scrap Tire Certification Form will result in the User being charged the current per ton rate, as noted on the Division's website and at the Landfill.

I, as a representative of the previously stated company, acknowledge that I have read, understand, and agree to the terms and conditions of this agreement.

Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Mailing Address: _____

_____

E-Mail Address: _____

OFFICE USE ONLY:

WasteWorks Account Number:	
Access Card Number:	
Allowed User Access Times:	S M T W T F S _____ to _____
Access Card Fee Received:	Y N
Access Card Issue Date:	
Completed and Issued By:	
Access Card Return Date:	
Access Card(s) Deactivated:	Y N
Received and Completed By:	
Notes:	

Beaufort County Public Works Department
Solid Waste Division
111 W. 2nd Street
Washington, NC 27889
(252) 975-0720
solidwaste@co.beaufort.nc.us

BOARD OF COMMISSIONERS
Frankie Waters, Chairman
Jerry E. Langley, Vice Chairman
Ed Booth
Stan Deatherage
John Rebholz
Hood Richardson
Randy Walker

BEAUFORT COUNTY
NORTH CAROLINA

COUNTY OFFICIALS
Brian M. Alligood, County Manager
Katie Mosher, Clerk to the Board
Anita Radcliffe, Finance Director
David Francisco, County Attorney

FY2022 Solid Waste Fee Schedule

Disposal Fee	$30.00 per ton
Annual Solid Waste Fee	$170 per household
Access Card Fee	$10.00

REVISED 09/07/2021

BEAUFORT COUNTY ADMINISTRATION BUILDING
121 West 3rd Street * Washington, North Carolina 27889 * Phone (252) 946-0079 * Fax (252)-946-7722

ADDENDUM 7

Approval of Two-Year Cellular Service Contract for Security Cameras

DocuSign Envelope ID: 0FB51C32-7C51-498A-9962-79552E46E474

Business U.S. Cellular

Business Customer Service Agreement prepared for:

Beaufort County Public Works

Submitted by:

Devin Nichols

(252) 567-5211

devin.nichols@uscellular.com

CONFIDENTIAL

DocuSign Envelope ID: 0FB51C32-7C51-498A-9962-79552E46E474

BUSINESS CUSTOMER SERVICE AGREEMENT

THIS BUSINESS CUSTOMER SERVICE AGREEMENT including all Exhibits attached hereto (this "Agreement"), dated July 20 , 2021 (the "Effective Date"), is by and between USCC Services, LLC on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market ("USCC"), and Beaufort County Public Works on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

WHEREAS, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

WHEREAS, USCC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

(a) "Equipment" means wireless telephone, data, and other similar devices and ancillary devices or accessories purchased by Customer from USCC, otherwise provided to Customer by USCC for use in connection with Service, or approved in writing by USCC for use in connection with Service(s).

(b) "Home Market" means the market in which the USCC switch, to which your account is assigned at the time your service is established, is located.

(c) "Service(s)" means each and every wireless service (including, without limitation, telecommunication, voice, and data services) and Business Solutions Services that USCC provides directly or indirectly to Customer.

2. PROVISION OF SERVICE.

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. This Agreement shall govern and control the provision of Service and any purchase of Equipment or other transaction.

(b) Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. For greater coverage detail and for the most up to date coverage maps, Customer may

refer to uscellular.com/coverage. Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(c) At least 50% of Customer's monthly voice usage on each line of Service must be used in USCC's licensed markets.

(d) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

(e) Business Solutions Services. Business Solutions Services is a subset of Services. Business Solutions Services consists of Internet of Things ("IoT") and Value Added Services ("VAS"). IoT and VAS are Services where data is transmitted over USCC's network between or among devices (including wireless devices, modems, computer servers, or other machines) and between devices and application servers in the cloud with limited to no manual administration, supervision, or intervention and which may or may not require additional Equipment. If Customer utilizes any Business Solutions Services, the requirements for use of such Services including data rates, equipment, and service-specific terms and conditions, shall be set forth in Exhibit B. Business Solutions Services are also governed by any applicable third party terms and conditions. Business Solution Services may require third party equipment, third party services such as software-as-a-service ("SAAS"), and/or the acceptance by Customer of third party end-user license agreements. USCC makes no warranties, representations, or other statements regarding such third party equipment, agreements, or services and Customer agrees that it may only use such third party equipment or services that are approved by USCC for use on its network. USCC may prohibit standard wireless devices and equipment from being activated on IoT lines.

(f) Wireless Priority Service. USCC is under contract with CSRA Inc. ("CSRA"), the Federal Government's Priority Telecommunications Services contractor, to provide call data for a user's Wireless Priority Service ("WPS") calls and Government Emergency Telecommunications Service ("GETS") calls to CSRA and the Department of Homeland Security Office of Emergency Communications for the purpose of evaluating service performance and protecting against fraudulent or unlawful use. If and when Customer uses WPS or GETS, Customer consents to USCC providing Customer's call data for WPS or GETS calls, as applicable, to these parties and for this purpose.

(g) Services offered by USCC may be subject to specific terms and conditions. Those additional terms and conditions are included in the applicable brochure or material for that specific Service and are incorporated herein and made a part of this Agreement.

DocuSign Envelope ID: 0FB51C32-7C51-498A-9962-79552E46E474

3. EQUIPMENT.

(a) USCC will sell Equipment to Customer at the prices set forth in Exhibit B or Exhibit D for each new line of Service activated by Customer and each Eligible Upgrade. An "Eligible Upgrade" means Customer's first upgrade of wireless handset Equipment for a line of Service after completing 24 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) Certain Equipment may be purchased utilizing installment plan pricing. Equipment eligible for installment plan pricing and the applicable pricing is set forth in Exhibit D. Customer will be required to execute a separate Retail Installment Contract for Equipment purchases made with installment plan pricing.

(c) At Customer's option, Customer may change the Service plan for any of its then-existing Equipment to any other Service plan set forth on Exhibit B or Exhibit D, provided that such Equipment is compatible with the chosen Service plan.

(d) For Business Solutions Services, Customer may only utilize Equipment sold by or otherwise provided by USCC, or in the case of Equipment that is obtained directly from a third party, only Equipment that is approved by USCC for use on its network. USCC reserves the right to revoke any previous approval for Equipment and to refuse to provide Service(s) for any customer-owned Equipment at any time and for any reason in its sole discretion.

4. CUSTOMER SUPPORT.

USCC will provide Customer with customer support as set forth in Exhibit C.

5. RATES AND CHARGES.

(a) Customer shall pay for Service and Equipment at the rates set forth in this Agreement. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice. USCC will measure and bill voice Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the "send" button until the call is terminated.

(b) The business address (not the billing address if different) will be deemed to be the primary place of use of Service for all Equipment for the purposes of calculating certain taxes, surcharges and fees. Customer agrees to inform USCC of any changes to the business address. That business address must always be within USCC's licensed markets.

(c) If Customer desires to purchase any Services and/or Equipment offered by USCC for which rates and charges are not set forth in this Agreement then upon request from Customer, USCC may provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts the rates and charges, USCC shall provide the Services and/or Equipment and the provision of such shall be controlled by the terms of this Agreement.

6. BILLING AND PAYMENT.

(a) USCC shall bill Customer on a monthly basis for all amounts due hereunder. Billing for some calls made/received by Customer outside of Customer's Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier's network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customers monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.

(b) USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, USCC may charge a processing fee of up to $5.00 on any credit balance due upon termination of Service for any reason. Customer agrees that it may be charged a collection fee if the account is referred to a third party agency for collection. The collection fee will be assessed up to the maximum amount permitted by applicable law. Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

7. COVERAGE.

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that Business Solutions Services may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships.

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8. TERM AND TERMINATION.

(a) Term. Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire two years thereafter (the "Initial Term"). The term of this Agreement shall renew thereafter for successive thirty-day terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least thirty days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and any subsequent Renewal Terms shall collectively be known as the "Term".

(b) Termination. Either party (the "Non-defaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Non-defaulting Party notifies the Defaulting Party in writing of such breach. Additionally, USCC may terminate this Agreement at any time if it ceases to provide Service in Customer's Home Market. Monthly recurring charges for Services shall be prorated to coincide with the termination date and depending on the type of Service and usage incurred during the month of termination, such a proration may result in Customer incurring overage charges.

(c) Early Termination Fees. If this Agreement is terminated for any reason during the Term other than for a breach by USCC or due to USCC ceasing to provide Service in Customer's Home Market, Customer may be assessed an early termination fee ("ETF"). Customer's request to port any number will be considered notice to USCC to terminate Service immediately. The ETF shall be $150.00 per line for basic phones, modems, hotspot devices and $350.00 per line for smartphones, tablets, and Equipment utilized on Business Solutions Services lines. Regardless of the start and end date of the Term of this Agreement, the ETF will be prorated over twenty-four months starting from the date of initial activation of the Equipment in accordance with the following: an ETF of $350.00 for a 24 month term will be reduced by $8.33 for each of months 1 - 23, $8.41 for month 23, and further reduced to $0 after the last day of month 24 ($150.00 remaining ETF applies during month 24); an ETF of $150.00 for a 24 month term will be reduced by $3.13 for each of months 1 - 23 and further reduced to $0 at the conclusion of month 24 ($75.00 remaining ETF applies during month 24). ETF's of any different amount or for a different term length will be specifically set forth in Exhibit D. Notwithstanding the aforementioned, ETF's shall only apply to lines of Service in which the Customer has purchased subsidized Equipment. ETF's shall not apply to any line on Service in which the Equipment was purchased pursuant to a Retail

Installment Contract. Exhibit B may state additional requirements for ETF's associated with Equipment on Business Solution Services lines.

(d) Consequences of Termination. Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

9. AUTHORIZED USERS.

Customer may appoint one or more persons to manage Customer's account ("**Authorized Users**"). These Authorized Users will be able to access and make changes to Customer's account, including but not limited to; view information about the account, add and/or terminate lines of Service, purchase equipment, extend and/or renew the contract term, make payments on the account, etc. Customer is responsible for any account changes made by the Authorized Users.

10. THEFT.

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

11. ARBITRATION.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AMERICAN ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS USCC AND CUSTOMER OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT

YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

12. CERTIFICATE OF AUTHORITY.

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

13. LIMITS OF LIABILITY.

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

14. DISCLAIMER OF WARRANTIES.

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S

ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE SERVICE PROVIDED BY ANY THIRD PARTY THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

15. ASSIGNMENT.

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

16. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. In the event of a conflict or inconsistency between the terms of this Agreement and any other referenced agreement or terms and conditions, the terms of this Agreement shall govern and control. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

17. GOVERNING LAW.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

18. NO WAIVER; SEVERABILITY.

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

19. NOTICE.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

USCC:
Attn: Jeff Rothrock
1125 Corporate Drive
Greenville NC, 27858

Customer:
Attn: West Overman
111 W. 2md Street
Washington NC, 27889

With a copy to:
USCC Services, LLC
Attn: Legal and Regulatory Affairs
8410 West Bryn Mawr
Chicago, IL 60631
FAX #: (773) 864-3133

and to:

Stephen P. Fitzell, Esq.
Sidley Austin LLP
One S. Dearborn Street
Chicago, IL 60603
FAX #: (312) 853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

20. COMPLIANCE WITH LAW.

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

21. PUBLICITY AND ADVERTISING.

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

22. IN BUILDING REPEATER SYSTEMS.

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

23. AFFILIATES AND SUBSIDIARIES.

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

24. CREDIT INFORMATION.

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

25. PRIVACY/ACCEPTABLE USE/COPYRIGHT

USCC may collect, process and share personal information about Customer or Customer's account consistent with USCC's privacy policy, available at www.uscellular.com, without further specific notice to Customer. Customer can also view USCC's acceptable use and copyright policies at www.uscellular.com. Customer authorizes and consents to allow USCC and/or its third party collection agencies to contact Customer regarding Customer's account status. Such contact may be made by live persons or pre-recorded messages to any mailing address, telephone number, wireless telephone number, e-mail address or any other electronic address that Customer provides. Customer agrees that such contact may be made by an

automatic telephone dialing system, automatic e-mailing system or any other automatic electronic messaging system.

26. WIRELESS EMERGENCY ALERTS

U.S. Cellular delivers wireless emergency alerts ("WEAs"), at no additional charge, to capable devices of customers throughout its service area and through roaming arrangements in most circumstances. Participation in the WEA program by wireless providers such as U.S. Cellular is voluntary, but those that offer the service must adhere to the technical and operational requirements established by the FCC. The FCC has recently adopted certain enhanced WEA features that U.S. Cellular is deploying in its network. However some devices may not be able to access some or all of these enhanced features. U.S. Cellular makes no representation concerning the suitability of any device to receive WEAs. For additional information about WEAs, please see our website at uscellular.com/wea.

* * * * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

USCC SERVICES, LLC	**Beaufort County Public Works**
By: DocuSigned by: Jeff Rothrock C9BDAEABF9B0450...	By:
Name: Jeff Rothrock	Name: West Overman
Title: Business Area Sales Manager	Title:
Date 8/18/2021 | 12:38 PM CDT	Date

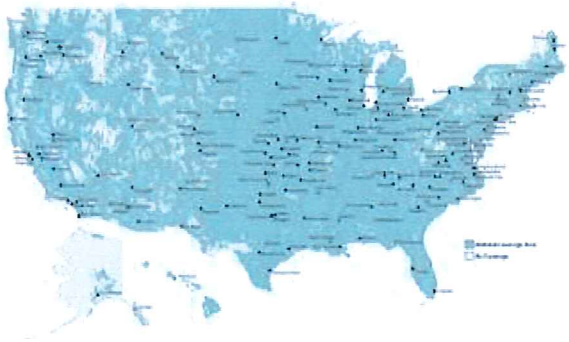
SIGNATURE PAGE
TO
BUSINESS CUSTOMER SERVICE AGREEMENT
BY AND BETWEEN
USCC SERVICES, LLC
AND
Beaufort County Public Works

DocuSign Envelope ID: 0FB51C32-7C51-498A-9962-79552E46E474

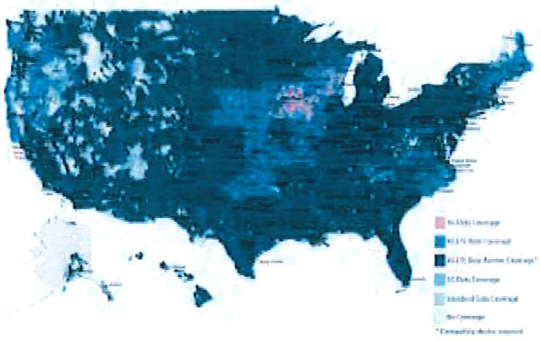
EXHIBIT A

CURRENT COVERAGE MAP

National Voice Coverage



National Data Coverage/5G LTE Coverage



U.S. Cellular Licensed Markets

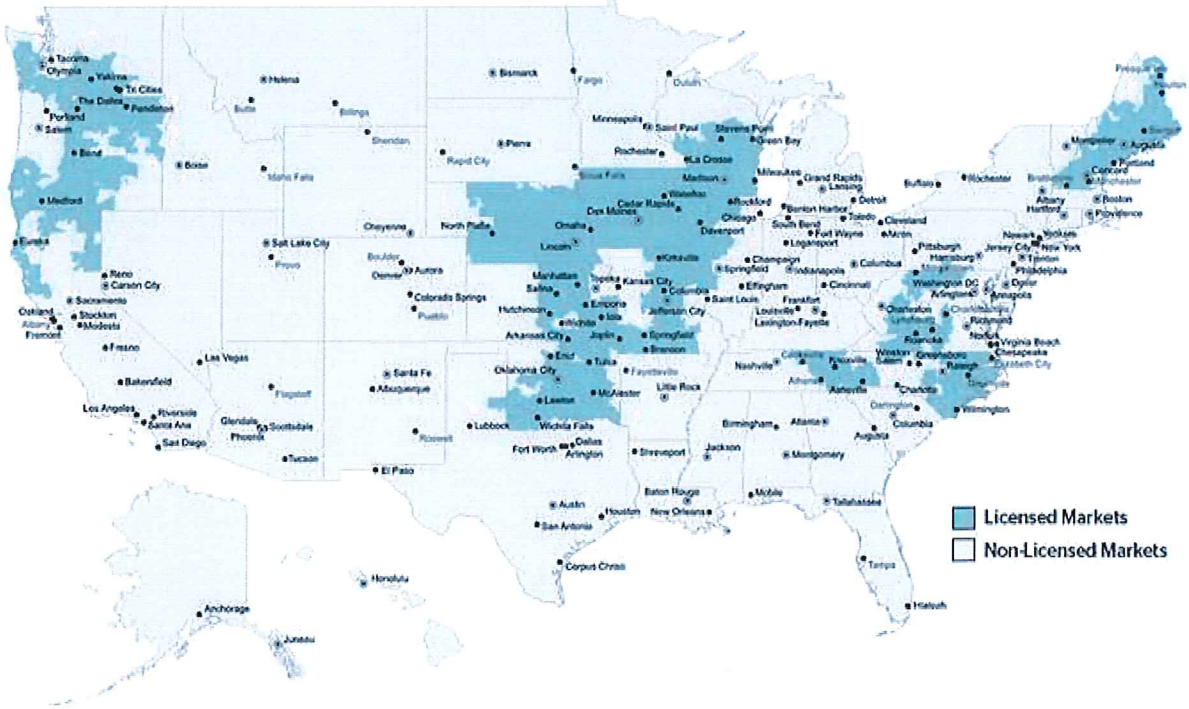


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EXHIBIT B

Business Solutions Services

IoT Rate Plans			
IoT Subscriber Plan Name	Data Allowance	MRC*	Overage Charges
n/a	n/a	n/a	n/a

**monthly recurring charge*

Business Solutions Equipment purchased from USCC		
Model and/or Description	Equipment Retail Price	Price with 2yr. Service Agreement
n/a	n/a	n/a

IP Addressing			
QTY	Billing Offer (BO) Name	Charge	Frequency
n/a	n/a	n/a	n/a

Value Added Services			
VAS Name/or Description	# of Licenses	MRC per License	Total MRC
n/a	n/a	n/a	n/a

If Customer chooses to pay for any Business Solutions Service(s) via carrier billing, Customer agrees that USCC may include the applicable monthly charge on Customer's bill for the Business Solutions Services and that Customer shall pay those charges when due. USCC may include a one-time implementation charge and equipment charge on Customer's bill when applicable. Customer agrees that USCC may share Customer information with third-party Business Solution Services providers, including but not limited to name, company name, cellular telephone number, service plan, and e-mail address. Customer may be responsible to pay the third-party Business Solutions Services provider directly for any remaining charges for the Business Solutions Services upon expiration or termination of this Agreement.

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EXHIBIT C

CUSTOMER SUPPORT

We support our business customers with specialized teams that include some of our most experienced associates.

Account Team Contact Information:

Dedicated Local Support:
USCC provides a Business Account Sales Executive to business and government accounts for personal and local sales/service representation. These representatives work closely with customers to understand their business needs and offer solutions specifically suited to those needs. This individual is also available to assist your account in facilitating phone/ live training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services and other ongoing support.

- Devin Nichols
- (252) 567-5211
- devin.nichols@uscellular.com

Customer Service Contact Information:

Beaufort County Public Works will also have access to a specialized Business-to-Business Customer Service and Billing Support Team.
For general questions regarding your account contact **1-800-305-2501**
For support related to Business Solutions Services (Exhibit B) contact **1-877-805-7073**

Online Support:

U.S. Cellular provides the ability manage your account online. For 'My U.S. Cellular Business Account' access, please provide the name and email address of the primary point of contact, that will be handling your online account. It will be the responsibility of the business customer to reach out to their dedicated local support team to add, remove, or change users on the account.

Name:

Email Address:

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EXHIBIT D

RATES and EQUIPMENT

PLANS					
Government					
Plan Name / Type	# of Lines	Monthly Rate	Discount	Monthly Rate Per Line	Total Monthly Charges by Plan
Government Unlimited Data (25GB)	10	$39.00	0%	$39.00	$390.00
Equipment Pricing					
Equipment	**Qty**	**MSRP**	**Discount**	**Cost Per Device**	**Total**
Arlo Go	10	$ 399.60	$ -	$399.60	$3,996.00
Additional Notes (Minimum Line Requirements / Other Discounts)					
This approval is contingent on the exact number of lines and discounts stated in this approval. Any changes needed must go through special pricing.					
Approved Discounts based on Standard 24 month contract with ETF's Equipment Upgrade Eligibility = 24 months					
The customer is approved for welcome gifts of up to $3,496. Contingent on the following lines:					
Connected Device	$ 349.60	10 Devices	$ 3,496	Total	
CANNOT BE COMBINED WITH OTHER PROMOTIONAL OFFERS (ie Direct Toolbox Offers or Retail Promo's)					

DocuSign

Certificate Of Completion

Envelope Id: 0FB51C327C51498A996279552E46E474
Status: Sent
Subject: CW2633300 - Beaufort County Public Works BCSA 8.9.21.pdf
SFA Opportunity ID:
Source Envelope:
Document Pages: 17
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Adam Bowers
30 N Lasalle St Ste 4000
Chicago, IL 60602
ADAM.BOWERS@USCELLULAR.COM
IP Address: 216.109.110.11

Record Tracking

Status: Original
8/9/2021 1:12:23 PM
Holder: Adam Bowers
ADAM.BOWERS@USCELLULAR.COM
Location: DocuSign

Signer Events	Signature	Timestamp
Jeff Rothrock Jeffrey.Rothrock@uscellular.com Business Area Sales Manager Jeff Rothrock Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Jeff Rothrock C9BDAEABF9B0450... Signature Adoption: Pre-selected Style Using IP Address: 163.116.146.116	Sent: 8/9/2021 1:14:20 PM Resent: 8/18/2021 11:51:07 AM Viewed: 8/9/2021 1:15:40 PM Signed: 8/18/2021 12:38:21 PM
West Overman west.overman@co.beaufort.nc.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 8/18/2021 12:38:22 PM Viewed: 8/23/2021 7:13:30 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
BCSAContractManageme@uscellular.com BCSAContractManageme@uscellular.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Devin Nichols devin.nichols@uscellular.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
East Sales Support eastsalessupport@uscellular.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
BusinessPortals@uscellular.com BusinessPortals@uscellular.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2021 1:14:20 PM
Certified Delivered	Security Checked	8/23/2021 7:13:30 AM

Payment Events	Status	Timestamps

ADDENDUM 8

Approval of NCDOT Encroachment Agreements

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION
AND
Beaufort County Water District I - Washington Township

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____ , 20 _____ , by and between the Department of Transportation, party of the first part; and Beaufort County Water District I - Washington Township party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.

14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

16. All work is to be completed promptly with a minimum of delay.

17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District I - Washington Township
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION
AND
Beaufort County Water District II - Long Acre West

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____ , 20 _____ , by and between the Department of Transportation, party of the first part; and Beaufort County Water District II - Long Acre West _____ party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.
14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.
15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.
16. All work is to be completed promptly with a minimum of delay.
17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.
18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District II - Long Acre West
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION
AND
Beaufort County Water District III - Long Acre East

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____, 20 _____, by and between the Department of Transportation, party of the first part; and Beaufort County Water District III - Long Acre East party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.
14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.
15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.
16. All work is to be completed promptly with a minimum of delay.
17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.
18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District III - Long Acre East
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION
AND
Beaufort County Water District IV - Bath Township

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____ , 20 _____ , by and between the Department of Transportation, party of the first part; and Beaufort County Water District IV - Bath Township party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.
14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.
15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.
16. All work is to be completed promptly with a minimum of delay.
17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.
18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District IV - Bath Township
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION
AND
Beaufort County Water District V - Pantego Township

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____, 20 _____, by and between the Department of Transportation, party of the first part; and Beaufort County Water District V - Pantego Township party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.

14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

16. All work is to be completed promptly with a minimum of delay.

17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District V - Pantego Township
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

AND

Beaufort County Water District VI - Chocowinity/Richland Township

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____, 20 _____, by and between the Department of Transportation, party of the first part; and Beaufort County Water District VI - Chocowinity/Richland Township party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
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4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

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15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.
16. All work is to be completed promptly with a minimum of delay.
17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.
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R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District VI - Chocowinity/Richland Township
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

AND

District VII - Richland Township Water and Sewer District of Beaufort County

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____ , 20 _____ , by and between the Department of Transportation, party of the first part; and District VII - Richland Township Water and Sewer District of Beaufort County party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.
14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.
15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.
16. All work is to be completed promptly with a minimum of delay.
17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.
18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

District VII - Richland Township Water and Sewer District of Beaufort County
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

ROUTE _____ PROJECT _____ COUNTY OF _____ STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

-AND-

_____

_____

RIGHT OF WAY ENCROACHMENT AGREEMENT

PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this the ____ day of _____ 20 ____ by and between the Department of Transportation, party of the first part; and _____ party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) _____ , located _____

with the construction and/or erection of: _____

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials

and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
DIVISION ENGINEER

ATTEST OR WITNESS:

_____ _____

_____ _____

_____ _____
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the State Utilities Manager in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.

ROUTE _____ STATE PROJECT _____ FEDERAL PROJECT _____ STATE OF NORTH CAROLINA COUNTY _____

DEPARTMENT OF TRANSPORTATION
-AND-
_____
_____

RIGHT OF WAY
ENCROACHMENT AGREEMENT
INTERSTATE AND OTHER CONTROLLED
ACCESS HIGHWAYS

THIS AGREEMENT, made and entered into this the _____ day of _____ , 20 _____ , by and between the Department of Transportation, party of the first part; and _____

_____ party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) _____ , located _____

_____

with the construction and/or erection of: _____

_____

_____

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part hereby agrees that access for servicing its facilities will be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads and street, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. The party of the second part's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public, except if an emergency situation occurs, and the usual means of access for service operation as herein provided will not permit the immediate action required by the party of the second part in making emergency repairs as required for the safety and welfare of the public, the party of the second part shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided that the party of the second part complies with the regulations established by the party of the first part for policing and control to protect the highway users.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

   (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
   (2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (162) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (162) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____ _____

_____ _____

_____ _____
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

GENERAL REQUIREMENTS

1. Wherever possible, freeway crossing should be parallel to and within the prevailing right of way of intersecting roads.
2. Crossings should be as near as possible normal to the center line of the freeway.
3. Parallel encroachments will not be permitted except outside of control of access lines.
4. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installations included in this agreement.

For Overhead Wire Lines

1. Minimum vertical clearances of overhead wires above all roadways must conform to clearances set out in the National Electric Safety Code.
2. Supporting poles or structures must be clear of control of access lines, and be at least 30 feet clear of the edge of shoulders of through lanes and 20 feet clear of the shoulders of interchange ramps.

For Underground Utilities

1. Open-cut installation for crossings will be permitted only when a highway project is in rough grading stage prior to paving. Generally, on rough grading projects, open-cut will not be permitted in fills of over 10 feet in depth and back filled material must be compacted to maximum density meeting Department requirements.
2. Encasements under an existing freeway must be installed by means of tunneling, jacking, or boring and any voids outside the encasement must be filled with lean concrete grout and the ends of encasements be satisfactorily closed.
3. In cut section, encasement must extend continuously from ditch line to ditch line and in fill section, encasement must extend continuously five feet beyond toe to slopes.
4. Vents for encasement should be extended to the right of way line or as otherwise required by the Department.
5. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
6. When trenching is carried down cut slopes, excavation must be backfilled to maximum density and the disturbed portion of the slope be stabilized and sodded to the satisfaction of the Department's Engineer.

Plans

This Encroachment agreement must be accompanied, in the form of an attachment, by a plan showing the following:

1. All roadways and ramps
2. Right of way and control of access lines
3. Drainage structures or bridges if affected by encroachment
4. Location of the proposed encroachment
5. Length, size and type of encroachment
6. Dimensions, showing the distance from the encroachment to roadways, shoulders, structures, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road intersection, etc. (To assist in preparation of the encroachment plan, Department roadway plans may be seen at the various Highway Division Offices or at the Raleigh Office.)

All encroachment agreements involving the crossing of the right of way, roadways and/or ramps of a freeway, must be accompanied, in the form of an attachment, by a profile showing the following information:

1. The profile should extend from right of way line to right of way line and show all slopes (cut or fill), ditches, shoulders, pavements, medians, etc.
2. A vertical dimension from bottom of road ditches and from surface of pavement to encroaching structures.
3. Length, size, and type of encasement where required.
4. Notation of portion to be installed by open-cut.
5. For underground encroachments involving encasements that must be vented, the location of vents must be shown.
6. Method of installation must be shown in detail on either the plan or profile.
7. Any attachment to a bridge or other drainage structure must be approved by the Department's Bridge Design Unit.
8. Where profile is required, it should be on same sheet with the plan.

SPECIAL PROVISIONS OR SPECIFICATIONS

Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment, provided that such information cannot be shown on the plan and profile sheet.

ADDENDUM 9

Belhaven and NC Wildlife Boating Ramp

Brian Alligood

From: Brian Alligood
Sent: Monday, August 30, 2021 9:34 AM
To: Brian Alligood
Subject: FW: WRC Commitment

From: Lynn Davis <ldavis@townofbelhaven.com>
Sent: Monday, August 30, 2021 9:30 AM
To: Brian Alligood <brian.alligood@co.beaufort.nc.us>
Subject: RE: WRC Commitment

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.

The Town of Belhaven has received a commitment letter from the NC Wildlife Resources Commission to build a boat ramp in Belhaven. In order to proceed with permitting, NCWRC has indicated that the property needs to be in the name of the Town of Belhaven.

We respectfully request that the County transfer ownership of the property to the Town.

Lynn Davis, CFM CZO
Town Manager
Belhaven, NC
www.TownofBelhaven.com
252.943.3055

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

Cameron Ingram, Executive Director

July 29th, 2021

Lynn Davis
Town Manager
Belhaven

Re: Request for Belhaven Boating Access Area Construction Commitment

Ms. Davis,

I am writing to confirm that the North Carolina Wildlife Resources Commission, in regard to potential development of a boating access area in or near Belhaven, are willing to design and construct an access area at the Cooperage Tract site, assuming all needed permitting can be obtained and that the costs of the project remains reasonable based on initial estimates.

We look forward to further developing the partnership with Belhaven.

Sincerely,

Gary Gardner

Gary Gardner
Engineering Division Chief
NC Wildlife Resources Commission

Mailing Address: N.C. Wildlife Resources Commission • 1701 Mail Service Center • Raleigh, North Carolina 27699-1701
Telephone: 919-707-0010 • ncwildlife.org

Resolution to Option Real Property to the Town of Belhaven for Two Years

Whereas, Beaufort County is the owner of certain tracts of land, generally known as the "Cooperage Tract" and which are located at the intersection of Highway 99 and old US 264 on Main Street, in Belhaven, North Carolina; and

Whereas, the Town of Belhaven has requested these tracts be transferred to the Town of Belhaven so it may seek grant funds for improvements to the said property; and

Whereas, the County wishes to support development of the Belhaven area and this particular property which has been described as the "gateway to Belhaven"; and

Whereas, the Town of Belhaven requires "site control" of the properties in order to seek grant funding opportunities.

Now, Therefore, Be it Resolved that Beaufort County will, pursuant to NCGS 160A-274, option the "Cooperage Tracts" consisting of REIDs 5497, 29439, 28999 and 17461 to the Town of Belhaven for a term of two years so that it can establish "site control" for grant funding opportunities.

Let a copy of this resolution be recorded in the Office of the Register of Deeds, Beaufort County, North Carolina.

Adopted this the 3rd day of May, 2021

Frankie Waters, Chairman
Beaufort County Board of Commissioner

Kathleen Mosher
Beaufort County Clerk to the Board

ADDENDUM 10

Architectural Services

ERROL J. WARREN, JR.

August 26, 2021

Brian Alligood, County Manager
Beaufort County, North Carolina
121 West 3rd Street
Washington, NC 27889

Re: 2021 Beaufort County Jail Renovation
Washington, NC

Dear Brian,

Thank you for the opportunity to work with the Commissioners, Jail Committee and you on this project. I know that we have just begun but I am totally committed to providing you with quality architectural services that will surpass any expectations.

It is typical, given the indefinite scope of a project to charge an hourly rate until the program and its requirements can be fully determined. Currently my hourly rate is $150/ hour plus any reimbursable expenses (usually costs associated with reproduction, notices, models and renderings).

I would request, pending approval of retaining my services, an initial payment of $12,000 which would be billed against my hourly rate until that time it has been determined to move forward with Construction Documents.

I hope that this is satisfactory. If you have any questions or require anything further, please feel free to contact me. I will look forward to our next meeting.

Sincerely,

Errol J Warren, Jr./Architect

600 Tiffany Blvd. • Suite E
Rocky Mount, North Carolina 27804
Phone: (252) 977·7787 • Fax (252) 977·7893

ADDENDUM 11

2021 Urgent Repair Program Policies

County of Beaufort

Assistance Policy

For the 2021 Cycle of the
Urgent Repair Program

What is the Urgent Repair Program? County of Beaufort has been awarded $100,000 by the North Carolina Housing Finance Agency ("NCHFA") under the 2021 cycle of the Urgent Repair Program ("URP21"). This program provides funds to assist very-low and low- income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low- income homeowners with special needs such as frail elderly and persons with disabilities. A total of 10 households will be assisted under URP2102.

This Assistance Policy describes who is eligible to apply for assistance under URP21, how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. The County has designed this URP21 project to be fair, open, and consistent with the County's approved application for funding and with NCHFA's URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund. Additional funds for contracted administrative and service delivery costs are provided by the County of Beaufort in the amount of $10,000.

Eligibility To be eligible for assistance under URP21 applicants:

1) must reside within the County limits of the County of Beaufort and own and occupy the home in need of repair.
2) must have a household income which does not exceed 50% of the "North Carolina Housing Trust Fund, Income Limits by household size" for the household size (see income limits below).
3) must have a special need (i.e. be elderly, $\geq$ 62 years old, handicapped or disabled, a single parent with a dependent living at home, a Veteran, a large family with $\geq$5 household members
4) must have urgent repair needs, which cannot be met through other state or federally-funded housing assistance programs.

URP21 Income Limits* for County of Beaufort

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	$14,900	$24,800
2	$17,000	$28,350
3	$19,150	$31,900
4	$21,250	$35,450
5	$22,950	$38,300
6	$24,650	$41,100
7	$26,350	$43,950
8	$28,100	$46,800

*Income limits are subject to change based on annually published HUD HOME Limits and will be updated each year. This update will not require a re-approval of the governing authority.

Outreach Efforts of the Urgent Repair Program County of Beaufort will advertise or publish an article about the Urgent Repair Program in the local newspaper serving the County (The Washington Daily News), provide project information to senior centers throughout the County, County's partner referral agencies, and on the County's website.

Selection of applicants The County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system, applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points.

Priority Ranking System for County of Beaufort's URP21

Special Needs (for definitions, see below)	*Points*
Elderly Head of Household *(62 or older)*	8
Veteran Head of Household	8
Disabled Head of Household	8
Elderly Household Member *(not Head of Household, 5 points for each elderly member)*	5
Veteran Household Member *(not Head of Household, 5 points for each veteran member)*	5
Disabled Household Member *(not Head of Household, 5 points for each veteran member)*	5
Single-Parent Household *(with one or more children in the home)*	8
Large Family *(5 or more permanent residents)*	6
Income (See Income Table above)	*Points*
Less than 30% of County Median Income	20
30% to 50% of County Median Income	5
Applicant has never received public housing assistance	5

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP21.

Recipients of assistance under the URP21 will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

The definitions of special needs populations under URP21 are:

- *Elderly*: An individual aged 62 or older.
- *Disabled*: A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Large Family*: A large family household is composed of five or more individuals; at least four are immediate family members.
- *Head of Household:* The person or persons who own(s) the house.

- *Household Member*: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant*: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- *Single-Parent Household:* A household in which one and only one adult resides with one or more dependent children.
- *Veteran*: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

Client Referral and Support Services Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff meet the homeowner during the work write-up process, they will provide the applicant with a resource page with contacts/resources that are available.

What is the form of assistance under URP21? The County will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of $2,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the County's rehabilitation specialist. There is no minimum to the amount of the loan; however, the maximum life-time limit according to the guidelines of URP21 is $10,000.

What kinds of work will be done? Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the County's URP. Please understand that all deficiencies in a home will likely not be able to be repaired with the available funds.

All work that is completed under URP21 must meet or exceed NC Residential Building Code.

Who will do the work on the homes? The County is obligated under URP21 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the County will invite bids only from contractors who are part of an "approved contractors' registry". Please request a copy of the County's Procurement and Disbursement Policy for further information.

(Homeowners who know of quality rehabilitation contractors that are not on the County's Approved Contractors Registry are welcome to invite them to apply.)

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy.

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the County of Beaufort's URP21 Project, what work can be done, and who will do it, let's go through all the major steps in the process:

1. **Completing an Application form:** Homeowners who wish to apply for assistance must do so by September 30, 2021. Apply by contacting Amy Sutton, Project Assistant, at (252) 757-1096. Proof of ownership and income will be required. Those who have applied for housing assistance from the County in the past will not automatically be reconsidered. A new application will need to be submitted.

2. **Preliminary inspection:** The County's Rehabilitation Specialist will visit the homes of the top twelve potential loan recipients (based on the points system detailed on page 2) to determine the need and feasibility of repairs/modifications. Additional, applicants will be considered if recipient/alternate goals are not met or funds remain available.

3. **Screening of applicants:** Applications will be rated and ranked by the County based on the priority system outlined on page 2. The households to be assisted will be selected by October 29, 2021. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the ten (10) most qualified applicants will be chosen according to the priority system described above. There will also be a list of alternates in the order of qualification. Applicants not receiving notification by November 5, 2021 that they were chosen may contact Brendan Nolan, Project Manager/Rehabilitation Specialist, at (252) 757-1096 to confirm the disposition of the application.

4. **Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.

5. **Work write-up:** The County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up". A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.

6. **Formal agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process and an explanation of the Promissory Note, which is considered a forgivable loan. This agreement will define the roles of the parties involved throughout the process.

7. **Bidding:** The work write-up and bid documents will be sent to a minimum of three contractors on the Approved Contractors' Registry who will be given a minimum of one week in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those

areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the County's Financial Services Center at a specified date and time, with all bidders and the homeowner invited to attend.

8. **Contractor selection:** Within 72 hours of the bid opening and after review of bid breakdowns and timing factors, the winning bidder(s) will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the County's cost estimate, (4) any support or contingency costs that will be included in the loan amount, and (5) if other than the lowest bidder is selected, the specific reasons for the selection.

9. **Execution of loan and contract:** The loan will be executed as well as the repair/modification contract prior to work beginning on the project. This contract will be between the contractor and homeowner, with the County signing as an interested third party. The cost of the actual work and project related support costs up to the maximum amount of $10,000 will be included in the loan document.

10. **Pre-construction conference:** A pre-construction meeting will be held at the home. At this time, the homeowner, contractor and program representatives will be present and discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). If the contract has been executed, the County will issue a "proceed order" within 24 hours of the pre-construction meeting, formally instructing the contractor to commence on or after the agreed-upon date.

11. **Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP21. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

12. **Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives of the County of Beaufort. If the changes require an increase in the loan amount, a loan modification stating these changes in the contract amount must be completed by the County and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the County and conveyed to the owner.

13. **Payments to contractor:** The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the County's Procurement and Disbursement Policy.

14. **Post-construction meeting:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the homeowner one last time. At this meeting the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work and the loan.

15. **Closeout:** Once each item outlined in section 13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out (fully completed).

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting August 30, 2021.
- Applications must be turned in at the Beaufort County Administration Building located at 121 West 3rd Street, Washington, NC 27889 or The Wooten Company, 301 W. 14th Street, Greenville, NC 27834 by 5:00 PM on September 30, 2021.
- Households selected from applications on October 29, 2021.
- All rehabilitation work must be under contract by October 15, 2022.
- All rehabilitation work must be completed by December 31, 2022.

How do I request an application? Just contact:

Amy Sutton, Project Assistant
The Wooten Company
301 W. 14th Street
Greenville, NC 27834
Phone: (252) 757-1096

Or pick up an application at the Beaufort County Administration Building, 121 West 3rd Street, Washington, NC.

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, the County of Beaufort realizes that there is still a chance that some applicants or participants may feel that they were not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

<u>During the application process:</u>

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Brendan Nolan, Project Manager/Rehabilitation Specialist within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision on an application.

3. The County of Beaufort will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed per the contract, he/she must inform the contractor and the Rehabilitation Specialist.
2. The Rehabilitation Specialist will inspect the work in question. If it is found that the work is not being completed according to contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the County Manager.
4. Should the mediation conference fail to resolve the dispute, the County Manager will render a written final decision.
5. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to County employees who are directly involved in the program, Consultant, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the County, or member of the County Commissioners, or entity contracting with the County that exercises any functions or responsibilities with respect to URP21 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of County employees, County Commissioners and others closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the County Commissioners and written permission from the NCHFA.

What about favoritism? All activities under URP21, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to **race, color, religion, national origin, sex, familial status and disability.**

Who can I contact about URP21? Any questions regarding any part of this application or program should be addressed to:

Brian Alligood, County Manager
County of Beaufort
121 West 3rd Street
Washington, NC 27889
Phone: (252) 946-0079

Brendan Nolan, Project Manager
The Wooten Company
301 W. 14th Street
Greenville, NC 27834
Phone: (252) 757-1096

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this ____day of _____ 2021.

_____

Frankie Waters, Chairman
County of Beaufort

_____

Attest

Beaufort County
Procurement and Disbursement Policy
URGENT REPAIR PROGRAM

PROCUREMENT POLICY

1. To the maximum extent practical, Beaufort County (the County) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of the County's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Rehabilitation Specialist and submit proof of insurance.) Any contractor listed with and approved by the County and in good standing will receive automatic approval status on the contractor registry.

2. At least three eligible contractors on the County's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the County's cost estimate, and (c) there is no conflict of interest (real or apparent).

3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.

4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.

5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.

6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the County. The change order must also detail any changes to the original contract price.

7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.

8. The County reserves the right to reject any or all bids at any time during the procurement process.

9. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented.

10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the County's Rehabilitation Specialist, and (b) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.

2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the County's Rehabilitation Specialist, payment may be withheld until such time the work is satisfactory. (Contractors may follow the County's Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).

3. The County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.

4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the _____ day of _____2021.

Beaufort County

BY: _____

ATTEST: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

ADDENDUM 12

September 11th Resolution

September 11th Resolution of Rememberance

Whereas, this year marks the 20th anniversary of the terrorist attacks carried out against our nation on September 11, 2001; and in recognition of this solemn commemoration, days of prayer and remembrance have been set aside to remember the thousands of lives lost and the innocent men, women and children forever changed by those heinous acts; and

Whereas, we are reminded that the great strength of America is found in the hearts and souls of its citizens, as we witnessed police officers, firefighters, rescue personnel, members of the military and private citizens demonstrating extraordinary courage and risking their lives to save innocent victims, and our country united in compassion as Americans came together to provide relief and bring hope to others; and

Whereas, this is a time to remember and honor those who lost their lives in the September 11th attacks and honor those who performed with bravery and commitment to save the lives of others, to reflect on the sacrifices of our fallen comrades, both military and civilian, their families, and the sacrifices of many others who perished that day;

Therefore, Be it Resolved, The Beaufort County Board of Commissioners asks all citizens of Beaufort County to join them in remembering and honoring those who rose to service and came to the aid of citizens in need, to honor the individuals whose lives were lost or were injured, to remember the families who were affected and to continue to live our lives throughout the year with the same spirit and unity, service, and compassion that was exhibited throughout the United States following the Terrorist attacks on September 11, 2021.

Adopted this the 7th day of September, 2021

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioner

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board