Beaufort County Board of Commissioners
Agenda for Monday, February 7, 2022
Financial Services Building
136 W 2nd Street, Washington, NC 27889

A) Call to Order – Chairman Waters		5:30 PM
B) Invocation and Pledge		
C) Conflict of Interest Disclosure Statement	**3**	5:35 PM
D) Approval of Agenda – Chairman Waters		
E) Service Award Presentations	**4**	5:40 PM
F) Public Comments	**5**	5:45 PM
G) Legislative Updates for Elected Officials	**6**	5:50 PM
H) Items for Consent		5:55 PM
1. Budget Amendment, DSS – Kelly Smith, Operations Program Administrator	**7**	
2. Budget Amendment, Health Department – James Madson, Public Health Director	**13**	
3. Amended Budget Amendment, Soil and Water – Ann Williams, Office Manager	**15**	
4. Budget Amendment, Watershed Project – Ann Williams, Office Manager	**25**	
5. Budget Amendment, Architect Fees – Brian Alligood, County Manager	**50**	
6. Tax Collector Refunds – Wyn Kinion, Tax Collector	**52**	
7. Tax Assessor Refunds – Llyod Salter, Tax Assessor	**56**	
8. EMS Oversight Committee Appointment – Jeff Hibbard, EMS Operations Chief	**61**	
9. Approval of Board of Commissioner Minutes – Katie Mosher, Clerk to the Board	**62**	
I) Item for Discussion and Decision – Health Department		
1. Covid-19 Update – James Madson, Public Health Director	**206**	6:00 PM
2. Health Department Covid Pay – James Madson, Public Health Director	**207**	6:05 PM
J) Item for Discussion – Emergency Services		
1. Update on ARP Funding for Volunteer EMS and Fire Departments – Chris Newkirk, Emergency Services	**209**	6:10 PM
2. Medical Transport Franchise, 2nd Reading – Jeff Hibbard, EMS Operations Chief	**210**	6:15 PM
K) Item for Discussion – Public Works Department		
1. Solid Waste Convenience Site Updates – Christina Smith, Public Works Director	**248**	6:20 PM
L) Item for Decision – Department of Social Services		
1. Child Victim Assistance and Training Project – Lori Leggett, Deputy Director	**249**	6:25 PM
M) Item for Decision – Soil and Water		
1. Adopt Budget Ordinance, Conservation Easement – Ann Williams, Office Manager	**252**	6:30 PM
N) Item for Decision – Tax Assessor Department		
1. Untimely Appeal, Myrtle Jalaber – Lloyd Salter, Tax Assessor	**336**	6:35 PM
2. Untimely Appeal, David Williams – Lloyd Salter, Tax Assessor	**351**	6:40 PM
3. Revaluation Resolution – Lloyd Salter, Tax Assessor	**356**	6:45 PM

O) Item for Decision – Economic Development

1. Project Oak Incentives – Martyn Johnson, Economic Development Director **358** 6:50 PM
2. Project River Breeze Building Reuse Grant – Martyn Johnson, Economic Development Director **361** 6:55 PM

BREAK ..... 7:00 PM

P) Item for Discussion – Finance Office

1. Finance Report – Anita Radcliffe, Finance Officer **369** 7:15 PM
2. Aurora Industrial Park Interlocal Loan Agreement Budget Amendment – Anita Radcliffe, Finance Officer **370** 7:20 PM
3. Budget Amendment, Health Insurance – Anita Radcliffe, Finance Officer **372** 7:25 PM

Q) Items for Decision – Manager's Office

1. Communications Director – Brian Alligood, County Manager **380** 7:35 PM
2. Courthouse Security Agreement Renewal – Brian Alligood, County Manager **381** 7:40 PM

R) Items for Discussion and Decision – Commissioner Hood Richardson

1. Sheriff's Office Staffing Report – Commissioner Richardson **389** 7:50 PM
2. Report on Ankle Bracelet Program – Commissioner Richardson **390** 7:55 PM
3. County Litigation Discussion – Commissioner Richardson **391** 8:00 PM
4. Support Lawsuits Against Illegal Immigrants – Commissioner Richardson **392** 8:05 PM
5. Removal of Red Wolves in Beaufort County – Commissioner Richardson **393** 8:10 PM

S) Item for Decision – Commissioner Stan Deatherage

1. Beaufort County Commissioners are Resolved and Sworn to Demand, Without Fail, Voter Integrity in North Carolina, and All of its Counties – Commissioner Deatherage **394** 8:15 PM

T) Commissioner Comments **397** 8:20 PM

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Conflict of Interest Disclosure Statement

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

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

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

Submitter Recommendations/Motions:

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Presentation

Presenter: Deloris Creasman, Human Resource Director

Agenda Title: Service Award Presentations

Summary of Information: The following people are being presented service awards for their years of service to Beaufort County.

Alexis Cordon	5 Years
Kimberly Hough	5 Years
Ann Williams	20 Years

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

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

Agenda Title: Public Comments

Name	**Contact Information**

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

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Administration

Agenda Title: Legislative Updates for Elected Officials

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

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Consent

Presenter: Kelly Smith, Operations Program Administrator

Agenda Title: Budget Amendment - DSS

Summary of Information: On January 19, 2022, we received notification that Beaufort County's Home and Community Care Block Grant (HCCBG) allocation would be increased by $37,485. Of this amount, $4,000 will be awarded to the Senior Center for their operations. The remaining funding, $33,485, will be used to increase the number of meals served to participants on the Home Delivered and Congregate Meals programs. This additional funding does require a 10% county match, but we are able to cover the match within our current budget. The 10% county match will be covered by transferring funds from the County Share of Special Assistance line to the Purchased Meals line. The funding is distributed by Mid-East Commission Area Agency on Aging.

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

Attachments:

Beaufort County Finance

Budget Amendment Request

Department: Social Services **Date of Request:** February 7, 2022

FY Budget: 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105330.522000	Purchased Meals (Exp.)	$33,485	
100222.493044	Aging – Title III (Rev.)	$30,137	
105421.560000	Co. Share Special Assistance (Exp.)		$3,348

Department Justification:
On January 19, 2022, we received notification that Beaufort County's Home and Community Care Block Grant (HCCBG) allocation would be increased by $37,485. Of this amount, $4,000 will be awarded to the Senior Center for their operations. The remaining funding, $33,485, will be used to increase the number of meals served to participants on the Home Delivered and Congregate Meals programs. This additional funding does require a 10% county match, but we are able to cover the match within our current budget. The 10% county match will be covered by transferring funds from the County Share of Special Assistance line to the Purchased Meals line. The funding is distributed by Mid-East Commission Area Agency on Aging.

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	Melanie Corprew	1/28/22
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Lori Leggett

From: Annette Eubanks <aeubanks@mideastcom.org>
Sent: Friday, January 21, 2022 12:58 PM
To: Lori Leggett; Angela Spencer
Cc: Brian Alligood; Bryant Buck
Subject: HCCBG increase

Follow Up Flag: Follow up
Flag Status: Flagged

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

Lori and Angela,

I am sharing Beaufort County's HCCBG allocation that reflects the recent increase in the state budget. Beaufort County's HCCBG allocation increased by $33,737. I reached out to Brian Alligood to make him aware of the increase in local match required. He indicated they are good with the additional match. We are not required to go through the normal planning and budget processes. We will need a new 731 and 732s only. I would provide an update to the Aging Steering Committee as a review only the next time you meet- I do not expect you to pull the committee together to approve service allocations due to the new funds. I would ask that you ensure Grace Martin is provided an increase in senior center operations.

Previous allocation: $465,965 with a required 10% match of $51,774
New allocation : $499,702 with a required 10% match of $55,522

These funds have to be expended no later than June 30th. DAAS will prior using these HCCBG state funds first allowing federal funds to revert to the state and be re-distributed next year utilizing the funding formula.

Please get the 731 and 732's to me as soon as possible. Due to the short turn around- I will utilize unsigned documents to put budgets into ARMS. Just send me totals and submit signed documents once you receive them.

Annette Eubanks
Mid-East Commission
Aging Program Director

mecaaa
Mid-East Commission Area Agency on Aging

DAAS-731 (Rev. 2/16)

Home and Community Care Block Grant for Older Adults

County Beaufort

County Funding Plan

July 1, 2021 through June 30, 2022

County Services Summary

	A				B	C	D	E	F	G	H	I
	Block Grant Funding				Required	Net	NSIP	Total	Projected HCCBG	Projected Reimbursement	Projected HCCBG	Projected Total
Services	Access	In-Home	Other	Total	Local Match	Service Cost	Subsidy	Funding	Units	Rate	Clients	Units
In-Home Aide-Level II Personal Care		230000		\\\\\\\\\\	25556	255556		255556	13000	19.662		13000
Congregate Nutrition			73000	\\\\\\\\\\	8111	81111	4125	85236	5500	10.7196		5500
Home Delivered Meals		104737		\\\\\\\\\\	11637	116374	10500	126874	14000	8.7936		14000
Transportation (General)	21075			\\\\\\\\\\	2342	23417		23417	2500	9.4468		2500
Information & Case Assistance	40000			\\\\\\\\\\	4444	44444		44444				
Senior Center Operation			26190	\\\\\\\\\\	2910	29100		29100				
Health Pro/Disease Prevention			4700	\\\\\\\\\\	522	5222		5222				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
Total	61075	334737	103890	499702	55522	555224	14625	569849	35000	\\\\\\\\\\\\	0	35000

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults

Beaufort County Dept. of Social Servies

632 W. 5th St.

Washington, NC 27889

County Funding Plan

Provider Services Summary

DAAS-732

County: BEAUFORT

Budget Period: July 2021 through June 2022

Revision #: Date: 1/28/2022

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
In-Home Aide-Level II - Personal Care			$ -	$ 230,000	$ -	$ 230,000	$ 25,556	$ 255,556	$ -	$ 255,556	12,997	$ 19.6620		13,000
Congregate Nutrition			$ -	$ -	$ 73,000	$ 73,000	$ 8,111	$ 81,111	$ 4,125	$ 85,236	5,400	$ 15.0202		5,500
Home Delivered Meals			$ -	$ 104,737	$ -	$ 104,737	$ 11,637	$ 116,374	$ 10,500	$ 126,874	13,822	$ 8.4196		14,000
Transportation (General)			$ 21,075	$ -	$ -	$ 21,075	$ 2,342	$ 23,417	$ -	$ 23,417	2,479	$ 9.4468		2,500
Information & Case Assistance			$ 40,000	$ -	$ -	$ 40,000	$ 4,444	$ 44,444	$ -	$ 44,444	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ 61,075	$ 334,737	$ 73,000	$ 468,812	$ 52,090	$ 520,902	$ 14,625	$ 535,527	34,698		-	35,000

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer Date

1/28/22

Authorized Signature, Title Date

Community Service Provider

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults

Grace Martin Harwell Senior Center
310 W. Main St.
Washington, NC 27889

County Funding Plan

Provider Services Summary

DAAS-732
County: BEAUFORT
Budget Period: July 2021 through June 2022
Revision #: Date: 1/28/2022

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Health Promotion/Disease Prevention			$ -	$ -	$ 4,700	$ 4,700	$ 522	$ 5,222	$ -	$ 5,222	-	$ -		-
Senior Center Operation			$ -	$ -	$ 26,190	$ 26,190	$ 2,910	$ 29,100	$ -	$ 29,100	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ -	$ 30,890	$ 30,890	$ 3,432	$ 34,322	$ -	$ 34,322	-		-	-

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title Community Service Provider — Date

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health Department MAT Budget Amendment

Summary of Information: Request to amend fiscal year budget 2021-2022 to reflect the following revenues and expenditures:

- $76,742 NC Comprehensive Opioid Abuse Grant (Medication Assisted Treatment "MAT")

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

Attachments:
1. Health Budget Amendment #15

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 02/7/2022

FY Budget: FY22 #15

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-445145	MAT Grant Revenue	$76,742	
105161-526118	MAT Grant Supplies	$39,794	
105161-519318	MAT Grant Professional Services	$18,700	
105161-540018	MAT Grant Equipment	$11,272	
109991-499100	Appropriated County Funds		$6,976

Department Justification:

- NC Comprehensive Opioid Abuse Grant (MAT)

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

County Position No. TBA

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	James Madson (Jan 19, 2022 16:20 EST)	Jan 19, 2022
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Consent

Presenter: Ann Williams, Office Manager

Agenda Title: Adopt Budget Amendment - $28,653.00 (Technical Assistance and Matching Funds)

Summary of Information: Contract No. 21-035-4005, from the NC Department of Agriculture & Consumer Services-Division of Soil and Water Conservation, was awarded to the Beaufort Soil and Water Conservation District (District) for FY 2021-2023 Matching Funds, Technical Assistance Funds, and Stewardship Monitoring Funds.

An amendment to the contract, Number 01-2022, has been awarded to the District for the FY 2021-2022 Matching Funds and Technical Assistance Funds. No other changes were made. The District's FY 2021-2022 Continuation Budget provides the required match of funds associated with the amendment.

This amendment was presented for review, to the District's Board of Supervisors, during their January 31, 2022 meeting. It was approved as presented.

A Budget Amendment, for $28,653.00, is needed to add funding for FY 2021-2022 Matching Funds and Technical Assistance funds.

New Contract Total	$59,010.00
Budget Amendment (FY 2020-2021)	$30,357.00
Budget Amendment (FY 2021-2022)	$28,653.00

Submitter Recommendations/Motions: The Beaufort Soil and Water Conservation District's Board of Supervisors recommends to the Beaufort County Board of Commissioners that they adopt a Budget Amendment, for $28,653.00, to add funding for FY 2021-2022 under Amendment Number 01-2022.

Attachments:
1. Scanned Amendment

Beaufort County Finance

Budget Amendment Request

Department: General Fund **Date of Request: 02-07-22**

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0213-449600	SOIL/WATER GRANT	26,633	
10-0991-499100	APPROPRIATED FUND BALANCE		26,633

Department Justification: To recognize additional technical assistance grant funds (Contract No. 21-035-4005) that are replacing county dollars.

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. _____	

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

Division of Soil & Water Conservation

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This form must be returned with your completed contract amendment package.

INSTRUCTIONS: Check the YES boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed (for government entities) or notarized (for non-government entities) copies of the contract amendment with signatures in blue ink. Be sure to include all the other documents specified in your contract amendment package. If ☒ NO has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Beaufort Soil & Water Conservation District

PROJECT TITLE/NAME: DSWC-District Matching and Technical Assistance Agreement

CONTRACT #: 21-035-4005 **AMENDMENT #:** 01-2022

Check one Box	DOCUMENT TITLE *ALL SIGNATURES MUST BE IN BLUE INK*	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
☐ Yes ☐ No	Contract Amendment "Check Off List" for Grantee	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	Contract Amendment Cover	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**Attachment A** - Signature Card	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**Attachment B** - Contract Scope of Work and Payment Provisions	☐ Yes ☐ No	☐ Yes ☐ No

NCDA&CS – Check Off List – Amendment
Rev 07/14;8/16;1/17;10/17

Departmental Use Only

CENTER: 1611-3701
ACCOUNT: 536967
AMOUNT: $7,200.00

CENTER: 2710
ACCOUNT 536502
AMOUNT $51,360.00

CENTER:
ACCOUNT 536502
AMOUNT

CENTER: 2715
ACCOUNT 536502
AMOUNT $450.00

STATE OF NORTH CAROLINA
COUNTY OF WAKE

North Carolina Department of Agriculture and Consumer Services

Division of Soil and Water Conservation

DSWC-District Matching and Technical Assistance Agreement - Governmental

Amendment Number: 01-2022
Contract Number: 21-035-4005

This document amends the Contract bearing the effective date of July 1, 2020, between the North Carolina Department of Agriculture and Consumer Services, hereinafter referred to as the "Agency" and the **Beaufort** Soil and Water Conservation District, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is **56-6001521**. The Congressional District Number is **3rd**. The Grantee's DUNS number is **616168266**

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the contract provisions as outlined below.

1. **Section IV. DSWC Duties:**

The previous Section IV is hereby deleted and replaced with the following:

The DSWC hereby agrees to pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the DSWC to the Grantee shall not exceed **$59,010.00.**

This amount consists of: $0.00 in federal funds.
This amount consists of: $59,010.00 in State funds

The Grantee's matching requirement is **$58,560.00**, which consists of:

In Kind	$
Cash	$
Cash and In-kind	$
Cash and/or In-kind	**$58,560.00**
Other/Specify	$

The total Contract amount is **$117,570.00.**

2. Contract Scope of Work and Payment Provisions:

The previous Attachment B: Scope of Work and Payment Provisions is hereby deleted and replaced with the attached Attachment B: Scope of Work and Payment Provisions. The revision is necessary to add funding for the 2021-22 fiscal year. In cases where the grantee did not invoice for the full amount of budgeted funds for Activities 1 or 2 in FY2020-21, the funds budgeted for 2020-21 have been reduced to reflect the actual amount invoiced for 2020-21.

Also, this amendment shall serve as notification to the Grantee that it shall submit to the Agency the documents outlined below:

1. Signature Card (Attachment A)

All other terms and conditions as set forth in the original Contract document shall remain in effect for the duration of this Amendment.

This Amendment is continued on the next page.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract Amendment in two (2) originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: **Beaufort Soil and Water Conservation District**

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

Attachment A

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
~~NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract Signature)~~	
~~Board Chair, Executive Director, etc.~~	**Financial Representative, Treasurer, etc.**
~~Print Name & Title:~~	~~Print Name & Title:~~
~~Signature:~~	~~Signature:~~
GOVERNMENTAL ENTITIES (Must match Contract Signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

ATTACHMENT B

Scope of Work and Payment Provisions

The Beaufort Soil & Water Conservation District will complete the following activities and supply the following deliverables:

1. District Matching Funds – Funds for district operating support are allocated to each county equally, subject to that District's documentation that matching funds equal to or exceeding the allocated amount are available for match. To be eligible to receive matching funds the Grantee shall:

    a. Submit by March 31 of each fiscal year an 'Application for Matching Funds for Soil & Water Conservation Districts' showing the amount of matching funds requested by the Grantee and documenting the source and amount of matching funds provided by the Grantee. The Grantee shall not count as match the funds that were allocated by the Commission for technical assistance cost share nor those local funds pledged to match technical assistance cost share. **Matching Funds not requested by March 31 shall be unencumbered from this Contract.**

    b. Upload to the Agency's SharePoint site the approved minutes of all district board meetings held during the term of the Contract.

2. Cost Share Technical Assistance – cost share funds for technical assistance positions are allocated to districts by the Commission and through the Agency in accordance with its rules and procedure, 02 NCAC 59D .0106 and 02 NCAC 59H .0106(b). To be eligible to receive technical assistance cost share, the Grantee shall:

    a. Submit by June 1 of each fiscal year, the District Strategy Plan for cost share programs for the upcoming fiscal year, including a request for technical assistance funds. The request for technical assistance funds should include staff name, title and email address for each position proposed for cost sharing.

    b. Implement cost share program activities in the District, pursuant to Commission rules and policies. A district position funded through this Contract may work on other activities, but the position must contribute at least 1,040 hours annually per FTE to providing technical assistance or cost share program implementation. Positions cost shared at less than 1 FTE, shall contribute a pro-rated number of hours for the same purposes. All activities must be documented with a monthly-activities tracking form which shall be submitted quarterly on or before October 15, January 15, April 15, and June 30.

    c. Submit a PY 2022 Quarterly Cost Share Technical Assistance Request for Payment on the Division's Formsite Page at least annually and no more frequently than quarterly documenting actual expenditures and match expenditures by the Grantee in support of technical assistance for Commission cost share programs. Any technical assistance funds encumbered for the current fiscal year that are not requested by the Grantee on or before June 30 of that fiscal year shall be unencumbered from this Contract.

d. Work with the technical supervisor to upload an updated Individual Development Plan in AgLearn by June 30, 2022 for each for each employee funded through this Contract.

e. Have in place a secondary employment policy consistent with the Commission's Guidelines on Secondary Employment and shall upload to the Agency's SharePoint site an annual Secondary Employment Form for each employee performing work on Commission cost share program contracts. The initial Secondary Employment Form shall be submitted annually on or before October 15 of each year. The Grantee shall submit an updated form along with its quarterly Request for Payment of Technical Assistance if the secondary employment changes or other potential conflicts of interest of a subject employee arise after the initial submission.

3. Conservation Easement Stewardship. The Division shall issue the District an Easement Monitoring Work Authorization for the sites to be monitored. District shall monitor the property easement(s) in the Work Authorization to ensure compliance with the Terms and Conditions of the Conservation Easement for each property. The deadline to complete all monitoring is June 2, 2022. The District will conduct pre-field, field and post-field activities that include:

a. Landowner communication and correspondence;
b. Review of the original CREP/Swine Buyout application;
c. Review other annual monitoring reports and reference documents on the internet - based enterprise application management system (IBEAM);
d. Load PDF Map into smart phone;
e. Travel;
f. Use tracking feature to record the entire location visited.
g. Walk the property perimeter and other roads as deemed necessary to:
    1. Determine the presence of violations;
    2. Visit areas of special concern (i.e. locations of former swine production facilities, hunt stands, ATV trails, etc.); and
    3. Place/replace signs marking the conservation easement boundary.
        a. Ensure that each marking sign is placed parallel to the conservation boundary line, facing away from the conservation area.
        b. Two signs will be placed on each conservation boundary corner if the change in direction at the corner is more than 30 degrees.
        c. Install a sign at each corner on both sides of any crossing.
        d. Ensure that each sign is visible from the last sign at contract completion. Signs shall be placed no more than 200 feet apart (adjacent open fields) or no more than 100 feet apart (in forest area) if not within the line of sight of neighboring signs.
        e. If neighboring property is a subdivision, one marker with sign shall be placed at each corner of the adjoining property.
        f. The aluminum nails (provided) used to attach the signs (provided) to the trees are to be nailed one-half way into tree;
h. Within five (5) business days of completing the monitoring activity complete and submit the on-line IBEAM Stewardship monitoring forms, including all known information for the property contact in the Properties tab; and,

i. Should the District find that the Property is not in compliance with the terms of the Conservation Easement, it shall provide written notification to the DEPARTMENT using the template provided by the DEPARTMENT.
j. For each site monitored, record and submit in text box 31 of the IBEAM form the number of hours spent by the District in the monitoring activity
k. Submit invoices for payment for monitoring activities to the Department Program Manager at no more than a quarterly frequency. The invoice shall identify and request payment for the percentage of assigned properties monitored. A progress report must accompany the invoice.

The entire (100%) of the easement boundary shall be walked during each monitoring visit unless the entirety of the easement boundary can be observed without obstruction.

The District shall register to use the IBEAM system and provide updated property ownership changes and submit monitoring forms (including photos and screen capture of tracking). If no photos were taken, then a statement in the comments section shall state such.

To the extent the District is aware, where timber operations occurred on parcels/properties adjacent to the conservation easements, site monitoring is to occur after the completion of the timbering operation.

In the event a monitoring site visit highlights the need for additional stewardship work (management, enforcement, etc.), the District will contact the DEPARTMENT Program Manager to determine if additional tasks are warranted beyond those specifically outlined in this activity description. The associated costs, if any, may be accommodated either through the contract as direct costs or through a contract amendment.

The monitoring fee for assigned sites is shown on the Work Authorization. Said fee shall be due and payable upon receipt of a proper invoice identifying the percentage of assigned properties monitored and including a progress report.

CONTRACT BUDGET

The following budget reflects the maximum authorized payment for each activity described in the scope of work.

Activity 1: District Matching Funds

Fiscal Year	Maximum Amount Awarded	District Match Requirement
2020-21	$3,600.00	$3,600.00
2021-22	$3,600.00	$3,600.00
2022-23		

Activity 2: Cost Share Technical Assistance

Fiscal Year	Maximum Allocation	District Match Requirement
2020-21	$24,727.00	$24,727.00
2021-22	$26,633.00	$26,633.00
2022-23	$0.00	$0.00

Activity 3: Conservation Easement Stewardship Monitoring

Deliverable	Maximum Amount Awarded		District Match Requirement
	CREP sites	Swine Buyout Sites	
Stewardship Monitoring Report		$450.00	$0.00

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Consent

Presenter: Ann Williams, Office Manager

Agenda Title: Adopt Project Budget Ordinance - $282,720.00 (Watershed Restoration Project)

Summary of Information: Contract No. 17-175-4087 has been awarded to the Beaufort Soil and Water Conservation District (District) from the NC Department of Agriculture & Consumer Services-Division of Soil and Water Conservation. This state grant, approved under the Watershed Restoration Project established to address Tropical Storm Eta damage, awards $282,720.00 to the District for the removal of vegetative stream debris from waterways indicated in the Scope of Work included within the contract. This project is 100% state grant funded. No county match is required.

The contract was presented for review, to the District's Board of Supervisors, during their January 31, 2022 meeting. It was approved as presented.

A Project Budget Ordinance, for $282,720.00, is needed to establish the awarded state grant funds. With the adoption of the Ordinance, the procurement process can begin.

Submitter Recommendations/Motions: The Beaufort Soil and Water Conservation District's Board of Supervisors recommends that the Beaufort County Board of Commissioners adopt a Project Budget Ordinance, for $282,720.00, awarded in Contract No. 17-175-4087.

Attachments:

AN ORDINANCE TO ESTABLISH A GRANT PROJECT
NC DEPARTMENT AGRICULTURE & CONSUMER SERVICES
CONTRACT NUMBER 17-175-4087
WATERSHED RESTORATION PROJECT
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2021-2022

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The Grant Project is for the removal of vegetative stream debris from waterways indicated on the Scope of Work included in this contract.

Section 2. The Board of Commissioners of Beaufort County adopts this grant project ordinance with the following estimated revenues and expenses:

REVENUES:

140-3436-443065	GRANT CONTRACT NO. 17-175-4087	$ 282,720
	TOTAL	$ 282,720

EXPENSES:

140-4964-559965	WATERSHED RESTORATION PROJECT	$ 282,720
	TOTAL	$ 282,720

Section 3. The officers of this unit are hereby directed to proceed with the project.

Section 4. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records.

Section 5. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 6. This ordinance shall become effective upon its adoption.

This the 7th day of February, 2022.

_____
Chairman

Attest:

_____
Clerk

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government/University)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Beaufort SWCD

PROJECT TITLE/NAME: Watershed Restoration Project

CONTRACT #: 17-175-4087

GO Entities Only Check One Box		*Document Title*	*Department Use – Documents Attached or On File*		*Grants and Contracts- Documents Attached or On File*	
Yes	No	Contractual "Check Off List for Grantee	Yes	No	Yes	No
Yes	No	Contract Cover (To be signed, dated & witnessed)	Yes	No	Yes	No
Yes	No	Attachment A – General Terms and Conditions – Government/University	Yes	No	Yes	No
Yes	No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)	Yes	No	Yes	No
Yes	No	Attachment C – Certifications and Assurances Section	Yes	No	Yes	No
Yes	No	Attachment D – NC OpenBook Supplemental Information	Yes	No	Yes	No
Yes	No	Attachment E – Signature Card	Yes	No	Yes	No
Yes	No	Attachment F – W-9 Tax Information	Yes	No	Yes	No
Yes	No	Attachment G – Vendor Electronic Payment Form	Yes	No	Yes	No
Yes	No	Attachment H – FFATA Data Reporting Requirements (if applicable)	Yes	No	Yes	No
Yes	No	Attachment I – Federal Regulations (if applicable)	Yes	No	Yes	No

Rev. 6/17

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Departmental Use Only	
CENTER:	
ACCOUNT:	536502
AMOUNT:	
CENTER:	2975-4786-2017
ACCOUNT:	536502
AMOUNT:	$282720
CENTER:	
ACCOUNT:	536502
AMOUNT:	
CENTER:	
ACCOUNT:	536502
AMOUNT:	$.00

North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation

Watershed Restoration Project - Governmental

CONTRACT # 17-175-4087

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation** (the "Agency") and **Beaufort SWCD** ("Grantee"), and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6001521 and is physically located in Beaufort County, and is further located at 155C Airport Road Washington, NC 27889.

The purpose of this Contract is to implement needed repairs to streams and drainage ways resulting from hurricanes and subsequent flooding. The Grantee's project title is Watershed Restoration Project. This Contract is funded by state appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. **Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple

Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. **Effective Period:**

This Contract shall be effective on **November 14, 2020** and shall terminate on **November 13, 2023** with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. **Grantee's Duties:**

The Grantee shall provide the services as described in the Attachment **B:** Scope of Work. The Grantee shall be responsible to obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.

IV. **Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **$282,720.00.** This amount consists of: **$282,720.00** in State funds.

[x] a. There are no matching requirements from the Grantee.

[ ] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	$
	Cash	$
	Cash and In-kind	$
	Cash and/or In-kind	$
	Other/Specify:	$

[ ] c. The Grantee's matching requirement is , which consists of:

	In Kind	$
	Cash	$
	USDA Funds	
	Cash and/or In-kind	
	Other/Specify:	$

[ ] d. The Grantee has committed to an additional $ _____ to complete the project as described in Attachment B.

The total contract amount with matching funds is .

V. **Conflict of Interest Policy:**

The Agency has determined that the Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

VI. **Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. **Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. **Reporting Requirements:**

(1) State [N.C.G.S. 143C-6-23]:
The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

(2) Agency Reporting Requirements:

a) The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
b) The quarterly and final report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
c) Grantee shall submit a Final Financial report and Final Invoice not later than 60 days after the expiration or termination of this Contract.

IX. **Payment Provisions:**

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with an invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency, payment shall be made within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency.

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

Up to 16 percent (16%) of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any expenses pledged by the Grantee as match for this project and salary, benefits, and operating expenses that would normally have been paid by the Grantee.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

a) Expanding the project or program;
b) Continuing the project or program after grant ends; or
c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to; copies of invoices, individual time sheets and travel logs that have been signed by the

employee and supervisor; salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the Grantee. The Agency must determine that all work has been completed satisfactorily in accordance with the Best Management Practices for Selective Clearing and Snagging.

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly invoices.

Indirect costs are not allowable expenditures under this Contract, except as described in paragraph two of this section.

X. **Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David B. Williams, Deputy Director Division of Soil & Water Conservation 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-715-6103 Email: David.B.Williams@ncagr.gov	David B. Williams, Deputy Director Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC 27603

For the Grantee:

Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
Nathaniel Woolard Beaufort SWCD 155C Airport Road Washington, NC 27889 Telephone: (252) 946-4989 Ext.3 Fax: Email: nathaniel.woolard@co.beaufort.nc.us	Same

XI. **Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise normally expends for salary and benefits for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for

such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XII. **Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

a. Will implement or already have implemented adequate internal controls over disbursements
b. Pre-audit all invoices presented for payment to determine:
    - Validity and accuracy of payment
    - Payment due date
    - Adequacy of documentation supporting payment
    - Legality of disbursement
c. Assure adequate control of signature stamps/plates
d. Assure adequate control of negotiable instruments; and
e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.
f.

XIII. **Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. **N.C.G.S. § 133-32 and Executive Order 24:**

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

[This Contract is continued on the next page]

XV. **Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which are retained by the Agency, the day and year first above written.

Grantee: Beaufort SWCD

Signature of Authorized Representative — Date

Printed Name — Title

Witness:

Signature — Date

Printed Name — Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative — Date

N. David Smith, Chief Deputy Commissioner

ATTACHMENT B
SCOPE OF WORK
WATERSHED RESTORATION PROJECT

Beaufort SWCD (the "GRANTEE") will complete watershed restoration activities including cutting and removing downed trees, broken tops, woody/vegetative debris and sediment that impede or potentially impede water flow in the streams and tributaries included in Table B1 below (taken from the application submitted by the GRANTEE). For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

TABLE B1: Stream/Ditch Segments to be repaired

A	Hidden Run	Trees down & Blocking drainage. Plan to remove trees & return flow.	5,500
B	Hidden Branch	Trees down & Blocking drainage. Plan to remove trees & return flow.	1,500
C	Taylor Gut	Trees down & Blocking drainage. Plan to remove trees & return flow.	5,000
D	Tuten Gut	Trees down & Blocking drainage. Plan to remove trees & return flow.	3,500
E	Mill Hole Gut	Trees down & Blocking drainage. Plan to remove trees & return flow.	4,000
F	Decoy Run	Trees down & Blocking drainage. Plan to remove trees & return flow.	6,000
G	Cherry Run II	Trees down & Blocking drainage. Plan to remove trees & return flow.	15,000
H	Chocowinity Creek III	Trees down & Blocking drainage. Plan to remove trees & return flow.	13,000
I	Bay Bracnch	Trees down & Blocking drainage. Plan to remove trees & return flow.	14,000
J	Tankard Creek II	Trees down & Blocking drainage. Plan to remove trees & return flow.	3,000
K	Throughfare Gut	Trees down & Blocking drainage. Plan to remove trees & return flow.	7,000
L	Rice Creek	Trees down & Blocking drainage. Plan to remove trees & return flow.	7,500

The GRANTEE will ensure that all required permits are secured for each site and landowner permission is granted before any work proceeds for that site.

The GRANTEE will ensure that it and its contractors follow the Division of Water Resources' *Hurricane Matthew Stream and Wetland Cleanup/Restoration Guideline* dated October 2016. The GRANTEE shall also follow *Best Management Practices for Selective Clearing and Snagging* to manage all woody debris removed from streams. These guidelines can be downloaded at:

https://www.ncagr.gov/SWC/disasterresponse/WatershedRecoveryEfforts.html

In the event the Grantee completes the work specified in the Scope of Work without exhausting the funds in the Contract, the Agency Contract Administrator may issue a Work Authorization to approve stream debris removal work for additional stream segments requested by the Grantee, not to exceed the funds available in the Contract.

PUBLIC SECTOR CONTRACTS (Including Local Governments)

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Certifications and Assurances

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____ _____

_____ _____

_____ _____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative Date

Printed Name of Authorized Representative Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: _____
Contract Number: _____ Amendment Number: _____
Grantee Name: _____
TAX ID Number: _____
Fiscal Year Ends: _____

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.

2. Current project timeline: Begin _____ End _____

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)

4. The Grantee's WEB URL: _____

5. * Grantee County of Residence: _____ Congressional District#: _____
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. **County of Benefit: Single County: ☐ Yes ☐ No County Name: _____
Statewide: ☐ Yes ☐ No
Regional: ☐ Yes ☐ No

7. If the answer to question number 6 is more than one county or "Regional", list the counties receiving benefit.

_____
_____
_____
_____
_____

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: List only county or counties in which funding will be spent and/or food commodities will be received.

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)	
Board Chair, Executive Director, etc.	**Financial Representative, Treasurer, etc.**
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

REV 01/2019

NC Office of the State Controller
(IRS Form W-9 will not be accepted in lieu of this form)
*Denotes a Required Field

STATE OF NORTH CAROLINA
SUBSTITUTE W-9 FORM
Request for Taxpayer Identification Number

Section 1 – Taxpayer Identification

*1. ☐ Social Security Number (SSN),
OR
☐ Employer Identification Number (EIN),
OR
☐ Individual Taxpayer Identification Number (ITIN)

*2.

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.

*4. Legal Name (as shown on your income tax return):

3. Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

Contact Information

*6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD)	7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)
*Address Line 1:	Address Line 1:
Address Line 2:	Address Line 2:
*City *State *Zip (9 digit)	City State Zip (9 digit)
*County	County

*8. Contact Name:	
*9. Phone Number:	
10. Fax Number:	
11. Email Address:	

*12. Entity Type	*13. Entity Classification	14. Exemptions (see instructions)
☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation ☐ Partnership ☐ Trust/Estate ☐ Other_____ ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ **Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	☐ Medical Services ☐ Legal/Attorney Services ☐ NC Local Govt ☐ Federal Govt ☐ NC State Agency ☐ Other Govt ☐ Other (specify)	Exempt payee code (if any): Exemption from FATCA reporting code (if any):

Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/):

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:		* Date:	

Please complete the "Modification to Existing Vendor Records" section below if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

NC Office of the State Controller *Denotes a Required Field This form is to be completed by the vendor.	**STATE OF NORTH CAROLINA** **SUBSTITUTE W-9 FORM** **Modification to Existing Vendor Records**	

This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

Section 1:

CHANGE FROM: Remittance Address		
*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

CHANGE TO: Remittance Address		
*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

NOTE: If you would like to receive your payments electronically, please complete the Vendor Electronic Payment Form

Section 2:

* CHANGE FROM: SSN, or EIN, or ITIN	* CHANGE TO: SSN, or EIN, or ITIN
(PRESS THE TAB KEY TO ENTER EACH NUMBER)	(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Section 3:

CHANGE FROM: Vendor Name	CHANGE TO: Vendor Name
*Legal Name:	*Legal Name:
Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:		* Date:	

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Specific Instructions

Section 1 -Taxpayer Identification

1. **Taxpayer Identification Type.** Check the type of identification number provided in box 2.

2. **Taxpayer Identification Number (TIN).** Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. **Dunn and Bradstreet Universal Numbering System (DUNS).** Vendors are requested to enter their DUNS number, if applicable.

4. **Legal Name.** Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

5. **Business Name.** Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

6. Enter your **Legal Address.**

7. Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.

8. Enter the **Contact Name.**

9. Enter your **Business Phone Number.**

10. Enter your **Fax Number,** if applicable.

11. Enter your **Email Address,** if applicable.

For clarification on IRS Guidelines, see www.irs.gov.

12. **Entity Type.** Select the appropriate entity type.

13. **Entity Classification.** Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. **Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472- 1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Office of the State Controller
Return to: OSC Support Services Center
Address: 1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov
Telephone: 919-707-0795

Vendor Electronic Payment Form

☐ New Add Request
☐ Change/Update Existing Account
☐ Inactivate Existing Account

***Denotes a required field**

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

We require you to submit a copy of a voided check, bank statement, or a letter from your bank for account verification.

***TAX ID # or SSN**

***PAYEE NAME**

***REMITTANCE ADDRESS**
(AS PRINTED ON YOUR INVOICE)

STREET | SUITE/ROOM #

CITY | STATE | ZIP CODE

***CONTACT**

NAME & TITLE | PHONE NUMBER

NEW FINANCIAL INFORMATION

***FINANCIAL INSTITUTION NAME:**	
***NAME ON ACCOUNT:**	
***NEW ROUTING NUMBER:**	
***NEW ACCOUNT NUMBER:**	
***ACCT TYPE:**	☐ Checking ☐ Savings
***REMIT E-MAIL ADDRESS**	

New add requests MUST include contact information for the state agency with which you are doing business.

***Agency Name:**	***Agency Contact Name:**
***Agency Contact Email Address:**	***Agency Contact Phone Number:**

PRIOR FINANCIAL INFORMATION (only required for updates)

FINANCIAL INSTITUTION NAME:	
NAME ON ACCOUNT:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	
ACCT TYPE:	☐ Checking ☐ Savings
REMIT E-MAIL ADDRESS	

*	**ALL BOXES BELOW MUST BE REVIEWED AND CHECKED**
☐	I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account.
☐	I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the vendor, cancel it in writing or the authority is terminated by the NC Office of the State Controller.
☐	I have attached a copy of a **current** voided check, current bank statement or included a bank letter on bank letterhead.

***PRINT NAME:**	***DATE:**
***SIGNATURE:**	***PHONE NUMBER:**

Instructions *** Denotes a required field on the form**

1. *Check the appropriate box at the top of the form:

   - New Add Request – Vendor would like to begin receiving payments via ACH.
   - Change/Update Existing Account – Vendor's account number, routing number, or remittance email address has changed.
   - Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.

2. *Enter the vendor's Tax Identification Number or Social Security Number.

3. *Enter the Payee Name – The name of the person or business receiving payment.

4. *Enter the vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.

5. *Enter the vendor's contact name, title, and phone number.

6. *Enter the vendor's financial information:

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

7. *For a **new add request only**, provide the following:

   - Agency Name – The state agency the vendor is doing business with.
   - Agency Contact Name – The vendor's contact person name at the state agency.
   - Agency Contact Email Address – The contact person's email address at the state agency.
   - Agency Contact Phone Number – The contact person's phone number at the state agency.

   NOTE: New add requests MUST include contact information for the state agency with which you are doing business.

8. Prior Financial Information – this is required if the vendor's bank account, routing number, or remittance email address has changed.

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

9. *Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed.**

10. *Print Name – Print the name of the authorized signee on the form.
    *Date – Date of signature.
    *Signature – The authorized signee's signature.
    *Phone Number – The authorized signee's phone number.

Return to: OSC Support Services Center
Address:
1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov

Please allow up to 30 days for processing.

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Consent

Presenter: Brian Alligood, County Manager

Agenda Title: Budget Amendment - Architect Fees

Summary of Information: Attached is a budget amendment to appropriate an additional $15,000 for jail architect fees. ARP funds will be used to cover the cost.

Submitter Recommendations/Motions: Approve budget amendment as presented.

Attachments:

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Beaufort County
Finance

Budget Amendment Request

Department: **ARP Special Revenue & ARP CPF** **Date of Request:** February 7, 2022

FY Budget: 2021/2022 **Journal Reference Number:**

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
80-4680-598180	Transfer to GF CPF 180	15,000	
80-4680-526126	American Rescue Plan Expenses		15,000
180-3650-499080	Transfer from ARP Special Rev Fund	15,000	
180-7300-535550	Jail Improvements	15,000	

Department Justification: To appropriate additional $15,000 for jail architect fees.

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

County Position No. _____

State Position No. _____

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

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Consent

Presenter: Wyn Kinion, Tax Collector

Agenda Title: Approval of Tax Collector's Refunds

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

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

Attachments:

Over Payments

864619	579306	#####	KJEFFERSON P.n#5667-73-8935	0000015199-2021-2021-0000-00	REI	$853.42	$157.52			
PAUL, JOHN L 404 COWAN STREET WASHINGTON BEAUFORT NC 27889										
865133	579312	#####	HACKLIN P.n #5663-12-4816.00 001	0009542716-2021-2021-0000-	REI	$2,682.88	$2,017.58			
SOL SYSTEMS LLC 1101 CONNECTICUT AVE NW 2ND FLOOR WASHINGTON BEAUFORT DC 20036										
865123	579322	#####	KJEFFERSON P.n # 5760-22-9826 00	0000042313-2021-2021-0000-	REI	$150.00	$118.13			
THOMPSON, PEGGY L 1476 HORSE PEN SWAMP RD WASHINGTON BEAUFORT NC 27889										
864824	579315	1/3/2022	WKINION P.n#6655-32-1273	0000033013-2021-2021-0000-00	REI	$764.00	$764.00			
TETTERTON, JESSE RAY 15304 US HWY 264 PINETOWN BEAUFORT NC 27865										
865445	579313	#####	C9BEATB P.n# 5694-26-7200	0000040769-2021-2021-0000-00	REI	$5,633.33	$512.12			
865457	579330	#####	KJEFFERSON P.n#6666730872	0000032012-2021-2021-0000-00	REI	#######	$300.00			
PARTNERSHIP, HOWELL FARMS HOWELL FARMS PARTNERSHIP P.O. BOX 40 PINETOWN BEAUFORT NC 27865										
867310	579377	1/3/2022	KJEFFERSON P.n# 6654-03-6034	0000022212-2021-2021-0000-00	REI	$1,074.00	$1,074.00			
RAWLS, O'BEALIE IV 1180 SAINT CLAIR RD LEESBURG AL 35983										
867671	579379	1/3/2022	WKINION P.n# N/A	0000040245-2021-2021-0000-01	BUS	$4,904.97	$131.67			
PAMLICO FISH FARM INC PO BOX 463 AURORA, NC 27806										
867338	579381	1/4/2022	C9BEATB P.n #5669.00.0497	0000006301-2021-2021-0000-00	REI	$373.87	$192.45			
ESTATE OF DOROTHY A LEGGETT 3701 GALLBERRY RD WASHINGTON BEAUFORT NC 27889										
868092	579379	1/3/2022	WKINION P.n# 6576-71-4069	0000005187-2021-2021-0000-00	REI	$3,702.14	$355.92			

DEAL, THOMAS SCOTT P O BOX 463 AURORA BEAUFORT NC 27806												
868321	579394	1/4/2022	KJEFFERSON	No PIN#	0009532126-2021-2021-0000-00	BUS	$1,031.05	$227.91				
RYAN TAX COMPLIANCE SERVICES, LLC RYAN TAX COMPLIANCE SERVICES, LLC 16220 NORTH SCOTTSDALE ROAD, SUITE 450 SCOTTSDA												
869898	579444	1/6/2022	KJEFFERSON	PIN# 7615-08-3177	0000014821-2021-2021-0000-00	REI	$1,052.37	$1,052.37				
CROWTHER, JAMES THOMAS JR 365 TOOLEY ST BELHAVEN BEAUFORT NC 27810												
☐ 869154	579417	1/5/2022	WKINION	PIN# 5688-47-8746	0000012498-2021-2021-0000-00	REI	$3,519.15	$214.80				
GRIMES BUILT CONSTRUCTION LLC 1302 E FIRE TOWER RD GREENVILLE BEAUFORT NC 27858												
870705	579486	#####	KJEFFERSON	PIN# 6656-33121D	0000011307-2021-2021-0000-00	REI	$234.74	$104.49	No			
WOOLARD, JAMES H 122 SWEETWATER DRIVE JACKSONVILLE NC 28540												
☐ 870680	579486	#####	KJEFFERSON	PIN# 6601-738259	0009534065-2021-2021-0000-00	REI	$3,364.69	$694.38	$694.38			
GERARD, STEPHEN L 200 LAZY LANE BLOUNTS CREEK NC 27814												
☐ 870603	579486	#####	KJEFFERSON	PIN# 6652-723104	0000047544-2021-2021-0000-00	REI	$720.15	$720.15	$720.15			
ELLIS, SCOTT JOHN 892 US HWY 264E BYPASS BELHAVEN BEAUFORT NC 27810												
☑ 870600	579486	#####	KJEFFERSON	No PIN#	0009544858-2021-2021-0000-00	IND	$3,238.35	$177.90	$177.90			
AYDLETT, CHARLES MARK 217 S MAIN ST BATH NC 27808-9790												
-	-		-					-				
				PIN # 5684-12-1384								
872232	579618	#####	0000043316-2021-2021-0000-00		0000043316-2021-2021-0000-00	REI	$538.57	$538.57				
WONDERGEM, JESSIE K 750 N TAMIAMI TR UNIT 1002 SARASOTA BEAUFORT FL 34236												

871905	579590	##### P.I.#	0000044376-2021-2021-0000- 6652-76-8054	0000044376-2021-2021-0000-00	REI	$2,200.82	2200.82				
HARVEY, SANDRA FLOYD 8601 CYPRESS LAKES DR APT # 205-A RALEIGH BEAUFORT NC 27615											
866271	579357	##### P.I.#	0000023696-2021-2021-0000- 6645-13-9907	0000023696-2021-2021-0000-00	REI	$863.72	$392.24				
EVERETT, JERRY G SR 321 WHITEPOST ROAD PINETOWN BEAUFORT NC 27865											
☑	-	-		-				-			
☐	-	-		-				-			

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Topic: Items for Consent

Presenter: Salter, Lloyd, Tax Assessor

Agenda Title: Assessor Refunds Over $100

Summary of Information: Attached are the recommended refunds for the Tax Assessors office that are over $100.00.

Submitter Recommendations/Motions: Staff recommends approving the attached refunds over $100 for NCVTS and NCPTS.

Attachments:
1. NCVTS REFUNDS DEC 21 - JAN 27
2. NCPTS TR406A REFUNDS OVER $100

Date run: 1/28/2022 11:23:44 AM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction Finance sent Date	Refund Amount ($)
863327	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049772-2019-2019-0000-00	DPCADJ	12/21/2021 7:00:09 PM	1,869.52
863328	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049772-2020-2020-0000-01	DPCADJ	12/21/2021 7:00:09 PM	2,552.94
863329	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049772-2021-2021-0000-01	DPCADJ	12/21/2021 7:00:09 PM	2,517.78
863330	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049774-2019-2019-0000-00	DPCADJ	12/21/2021 7:00:09 PM	4,554.98
863331	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049774-2020-2020-0000-01	DPCADJ	12/21/2021 7:00:09 PM	6,528.02
863332	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049774-2021-2021-0000-01	DPCADJ	12/21/2021 7:00:09 PM	6,438.10
869365	JAMES DANIEL WINFIELD	318 ISABELLA AVE WASHINGTON,NC 27889	Refund on Bill # 0009536430-2021-2021-0000-00	DPCADJ	1/5/2022 7:00:20 PM	111.79
869679	DON N SCOTT	109 MARSH RD WASHINGTON,NC 27889	Refund on Bill # 0000027250-2021-2021-0000-01	DPCADJ	1/6/2022 7:00:10 PM	726.70
869691	DAVID JAMES ELLIS	406 RIVER RD WASHINGTON,NC 27889	Refund on Bill # 0000011661-2021-2021-0000-01	DPCADJ	1/6/2022 7:00:10 PM	411.75
869698	RICKY DEAN HODGES	2432 GRAY RD CHOCOWINITY,NC 27817	Refund on Bill # 0000049879-2021-2021-0000-00	DPCADJ	1/6/2022 7:00:10 PM	134.21
869916	SAMUEL G BROADWAY	2731 CHANDLER RD VANCEBORO,NC 28586	Refund on Bill # 0000011986-2021-2021-0000-01	DPCADJ	1/6/2022 7:00:10 PM	222.27
870028	ANNETTE SPRUILL	109 ASBURY LANE WASHINGTON,NC 27889	Refund on Bill # 0000028078-2021-2021-0000-00	DPCADJ	1/6/2022 7:00:10 PM	133.50
870055	CATHERINE TUTEN ARNOLD	3865 RESPESS ROAD PINETOWN,NC 27865	Refund on Bill # 0000051314-2021-2021-0000-01	DPCADJ	1/6/2022 7:00:10 PM	420.32

Total: $ 26,621.88

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North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 1/28/2022 8:20:27 AM

Payee Name	Secondary Owner	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ALLIGOOD, GENE TALMADGE		Proration	Refund Generated due to proration on Bill #0047641204-2020-2020-0000-00	Vehicle Sold	01/04/2022	G01	Tax	($107.82)	$0.00	($107.82)
						F63	Tax	($6.96)	$0.00	($6.96)
						ER	Tax	($8.49)	$0.00	($8.49)
									Refund	$123.27
FIRST CHURCH OF CHRIST OFWASHINGTON, INC.		Adjustment >= $100	Refund Generated due to adjustment on Bill #0064468548-2021-2021-0000-00	Exempt Property	01/14/2022	G01	Tax	($289.53)	$0.00	($289.53)
						C01	Tax	($245.52)	$0.00	($245.52)
						C01	Vehicle Fee	($5.00)	$0.00	($5.00)
									Refund	$540.05
GRASSY RIDGE FARMS INC		Proration	Refund Generated due to proration on Bill #0058475447-2021-2021-0000-00	Vehicle Sold	01/04/2022	G01	Tax	($420.27)	$0.00	($420.27)
						F63	Tax	($27.57)	$0.00	($27.57)
						E09	Tax	($33.62)	$0.00	($33.62)
									Refund	$481.46
HARMON, AMY CAROL		Proration	Refund Generated due to proration on Bill #0059997954-2020-2020-0000-00	Vehicle Sold	01/18/2022	G01	Tax	($82.64)	$0.00	($82.64)
						C01	Tax	($68.98)	$0.00	($68.98)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$151.62
IANNETTONI, MARK DAVID		Overpayment	Overpayment on Payment on Bill #00645338362021202100 00 of $568.72	Overpayment	01/18/2022	OVERPAYMENT		($568.72)	$0.00	($568.72)
									Refund	$568.72
JEFFERSON, SHERRY LEWIS	JEFFERSON, JESSELYN RENEE	Adjustment >= $100	Refund Generated due to adjustment on Bill #0064452168-2021-2021-0000	Situs error	01/11/2022	G01	Tax	$0.00	$0.00	$0.00
						C01	Tax	($152.88)	$0.00	($152.88)
						C01	Vehicle Fee	($5.00)	$0.00	($5.00)
						F63	Tax	$11.83	$0.00	$11.83
						E05	Tax	$10.10	$0.00	$10.10
									Refund	$135.95

Refunds Jan 1 - Jan 27, 2022

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 1/28/2022 8:20:27 AM

JEFFERSON, SHERRY LEWIS		Adjustment >= $100	Refund Generated due to adjustment on Bill #0064511569-2021-2021-0000	Situs error	01/18/2022	G01	Tax	$0.00	$0.00	$0.00
						C01	Tax	($125.24)	($6.26)	($131.50)
						C01	Vehicle Fee	($5.00)	$0.00	($5.00)
						F63	Tax	$9.69	$0.48	$10.17
						E05	Tax	$8.27	$0.41	$8.68
									Refund	$117.65
PISTON RING AND MACHINE CO INC		Proration	Refund Generated due to proration on Bill #0059404594-2020-2020-0000-00	Vehicle Sold	01/19/2022	G01	Tax	($92.05)	$0.00	($92.05)
						C01	Tax	($76.83)	$0.00	($76.83)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$168.88
SPELLER, RUSSELL LOUIS	SPELLER, BRENDA MOBLEY	Adjustment >= $100	Refund Generated due to adjustment on Bill #0064409876-2021-2021-0000-00	Adjustment	01/24/2022	G01	Tax	($225.62)	$0.00	($225.62)
						F60	Tax	($15.52)	$0.00	($15.52)
						E12	Tax	($18.05)	$0.00	($18.05)
									Refund	$259.19
SUMERLIN, MINNIE LUE		Adjustment >= $100	Refund Generated due to adjustment on Bill #0059216768-2021-2021-0000-00	Over Assessment	01/04/2022	G01	Tax	($103.50)	$0.00	($103.50)
						F63	Tax	($6.79)	$0.00	($6.79)
						ER	Tax	($8.28)	$0.00	($8.28)
									Refund	$118.57
									Refund Total	$2665.36

Refunds Jan 1 - Jan 27, 2022

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 1/28/2022 8:20:27 AM

Payee Name	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BLACKSTOCK, WARREN RICHARD	Adjustment >= $100	Refund Generated due to adjustment on Bill #0064252406-2021-2021-0000	Situs error	12/30/2021	G01	Tax	$0.00	$0.00	$0.00
					C01	Tax	($283.66)	$0.00	($283.66)
					C01	Vehicle Fee	($5.00)	$0.00	($5.00)
					F60	Tax	$23.01	$0.00	$23.01
					E12	Tax	$26.76	$0.00	$26.76
								Refund	$238.89
MYERS TRADING COMPANY LLC	Proration	Refund Generated due to proration on Bill #0054218022-2019-2019-0000-00	Vehicle Sold	12/22/2021	G01	Tax	($128.25)	$0.00	($128.25)
					C01	Tax	($107.05)	$0.00	($107.05)
					C01	Vehicle Fee	$0.00	$0.00	$0.00
								Refund	$235.30
MYERS TRADING COMPANY LLC	Proration	Refund Generated due to proration on Bill #0058646706-2020-2020-0000-00	Vehicle Sold	12/22/2021	G01	Tax	($155.41)	$0.00	($155.41)
					C01	Tax	($129.71)	$0.00	($129.71)
					C01	Vehicle Fee	$0.00	$0.00	$0.00
								Refund	$285.12
MYERS TRADING COMPANY LLC	Proration	Refund Generated due to proration on Bill #0060901195-2020-2020-0000-00	Vehicle Sold	12/22/2021	G01	Tax	($290.86)	$0.00	($290.86)
					C01	Tax	($242.76)	$0.00	($242.76)
					C01	Vehicle Fee	$0.00	$0.00	$0.00
								Refund	$533.62
								Refund Total	$1292.93

Refunds December Remaining

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Consent

Presenter: Jeff Hibbard, Operations Chief of EMS

Agenda Title: EMS Oversight Committee Appointment

Summary of Information: Beaufort County EMS Association Recommends Drew Puskas to serve as the Association Representative to the Beaufort County EMS Oversight Committee.

Submitter Recommendations/Motions: Approve the appointment of Drew Puskas to the Beaufort County EMS Oversight Committee.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Approval of Board of Commissioner Minutes

Summary of Information: Approve the January 3, 2022, Regular Session meeting minutes submitted by the Clerk to the Board.

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

Attachments:

The Beaufort County Board of Commissioner met in regular session Monday, January 3, 2022, 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 he would like to add items to the agenda. He said one of those is a vote on the filming of the budget planning session that happens later this month and I'd also like to add a report on the status of repairs in the jail.

Chairman Waters said our policy is such that if we decide to add it will be the wishes of the Commissioners. He said we'll take a vote on the first one. He said what was that one again.

Commissioner Richardson said to vote on whether or not we will be filming the budget planning session that happens later this month.

Commissioner Rebholz said are we going to be doing that here.

Ms. Mosher said yes sir.

Commissioner Deatherage said I have a comment, this is important. He said we're going to meet here for the budget but we've got all the equipment so it would be easy.

Vice-Chairman Langley said they just said that.

Commissioner Deatherage said well good.

Motion: Commissioner Deatherage motioned to approve filming the Planning Retreat being held on January 27th and 28th. Commissioner Walker seconded.

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

Commissioner Richardson
Commissioner Walker

Chairman Waters said now would you like to do your second one.

Commissioner Richardson said I would like, since the engineer is here I would like a report on the status of jail repairs because I saw it was swarmed over by Montgomery Solutions this past month and I understand, let me start over. He said the County engineer is here and I saw a swarmed over this past week or so by Montgomery Solutions and I understand, it may not be true, but I understand the jail administrator has either resigned or been fired so I'd like some clarification on these items and tonight is the night to get these clarified.

Chairman Waters said okay, do you want to make that a motion.

Motion: Commissioner Richardson motioned that a report be given by the Public Works Department on the status of jail repairs. Commissioner Walker seconded.

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

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

Public Comments

Mr. Billy Warren said I just celebrated 40 years at the Sidney Fire Department in 2021 and I've seen a lot of dangerous things happen. He said what I'm shooting for is a 45 MPH zone through Sidney, both ways. He said I figured on a mile and a half from the fire department, 6/10th of a mile on Sidney Road and 8/10th north and south on 99. He said I talked with Mr. Hamilton in Greenville and he told me to get all the names I could and I got 49 signatures right here and I have one of these that a friend of mine was doing for me but he had a shoulder operation and now he's, I saw him Friday and he said I'm going to try and do it this weekend but this weekend didn't happen like it was supposed to so I know there's 5 on that one so that's 55 signatures that I've already got. He said I've seen a lot of bad things happen out there in Sidney on account of people looking at telephones when they're coming through the stop sign and different things that happen and I feel like if we could get a 45 MPH zone through there, I've already talked to the Highway Patrol, they say we'll back it further. He said but I live in front of Sidney Fire Department, and I see these supped up trucks they got from Pamlico Beach comes by there and goes slow until they get by the fire department and then they go full bore. He said it gets so bad you can't even talk because it's so loud. He said sometimes they do that when we're meeting at the fire department, right in front of the fire department. He said we've got 14 businesses right there in that area in a mile radius. He said we've got the fire department and then we've got two churches right there on Sidney Road and everybody I've talked to so far is in favor of getting this done so we can slow them people down.

Commissioner Richardson said is your main complaint about the speed limit or the noise.

Mr. Warren said well my wife came out the, we live in front of the fire department, and she got on the road and turned towards Sidney and looked and there was a truck coming right down the middle of the road, a small dump truck filled with dirt, and he was reaching to the floor to get his telephone and rolled that truck and fell in the graveyard. He said she stopped and helped him get out and called the rescue there, but it could've been entirely different if she had been a little closer. He said my granddaughter, two years ago coming through Sidney, coming from Belhaven and she got hit on the right-hand side of her car. He said if she'd been hit on the left-hand side it would've killed her. He said so we've got a whole lot more than that. He said last month we had two or three different wrecks on Sidney Road, especially with all that traffic going through there now that they've got to go around. He said my job at the fire department, I'm the safety officer. He said I still put the trucks out there and pump trucks for the guys. He said I don't run the hose no more; I just turn the trucks on

and run the truck for them and so I'm the safety officer on account of I didn't feel like I needed to be out there no more, but we've seen a lot of good things and we've seen a lot of bad ones.

Mayor Williams said as you all know, Aurora is trying to do a lot of things. He said we've got a lot of irons in the fire. He said a lot of great things that we think are going to happen to Aurora and partly because of what this Board has agreed to do to help us. He said we thank you for this. He said have formed the Aurora Leadership Council, we've got different committees and we're taking an overall view of the things we need to do to grow our town to make it look better, the whole community, Richland Township included. He said major General Kurt Ryan has really been an asset to our entire community and I can't thank him enough for choosing Aurora as his home. He said between the two of us we've come up with some ideas and Mr. Ryan helps me get these things enacted and the work is real cheap so you can't pay him for anything but what an asset. He said we've got a strategic plan we're working on. He said we know where we want to go in the future and since I don't have but three minutes I can't tell you about everything, but I have sent you a letter to bring us some things that we are trying to do. He said having said that, Mr. Ryan has stuff that we specifically want to bring to task tonight and if you will indulge him your attention I would appreciate it.

Mr. Kurt Ryan said first I extend a happy new year. He said it's going to be a great year, 2022. He said thank you for the opportunity to give public comment tonight. He said as the Mayor said, my name is Kurt Ryan, I'm volunteering my time to represent the Town of Aurora and citizens of the County, of which I am one. He said Mayor Williams, as he said sent out a letter to County leadership prior to the new year. He said my hope is that each of you have received a copy of that letter. He said it's really a request and it references the need for broadband or high-speed internet extended to the citizens on the southside of the Pamlico River. He said it is to request your support in getting assistance from the State of North Carolina to earmark funding to prioritize and expedite deliver of high-speed internet services to our people. He said now as a former soldier, serving nearly 34 years in the United States Army I really value the importance of this thing called lines of communication. He said these lines no longer exclusively include just roads and waterways of which telegraph lines used to run but also now our obsolete telephone lines are inadequate and disproportional to delivery of cable, cell, and satellite services to our citizens. He said now more than ever we need the flow of affordable and reliable information to all. He said broadband serves as our 21st century educational, healthcare, and economic development line of communication. He said more and more business is being conducted via e-commerce. He said how and where employees work is radically changing, many no longer driving to a physical place to work, but working virtually, often from home, to include myself. He said education and healthcare will become more and more dependent on access to modern networks, these improved lines of communication in the 21st century. He said recently I went to my first VA appointment in Greenville and ironically they said they had no ability to provide me service at the VA clinic and did I want to have telemedicine in lieu of a physical provider. He said quite frankly I laughed because I can't access the network from where I live in this relatively remote place on the southside of the County. He said because of these realities we request these enabling capabilities be a top priority by the County and by the state for funding. He said we've identified this as a key task in our strategic plan, of which we look forward to sharing more in the near future. He said lastly, I'll close with a standing invitation by our mayor for the entire Commission to come to Aurora, to Richland Township to spend some time with us, maybe in the April timeframe where we can then layout the details of our complete strategic plan. He said we should have something done by then.

Chairman Waters said we, as I mentioned to you before the meeting after April 15th then as many of the Commissioners as possible will go down there to see the presentation or hear it.

Ms. Connie Ireland said I do want to note that not everybody in the County is having trouble with the police department and so I just want to keep that on the front so it can be addressed hopefully sooner than later. She said I want to thank God for Mr. Gray's courage to stand up for his daughter and to share his exhausting effort to get an investigation from law enforcement for all of us. She said that investigation has not happened yet. She said we need strong solidarity against the drug and prostitution ring Mr. Gray has been forced to experience, as well as our own neighborhood drug experience on Remutan Lane. She said this brings me to realize in Beaufort County there are some people above the law. She said being good men is not enough as leaders. She said as my parents would say, being good men with no action make them guilty by association. She said it is the vacuum created by inactivity in righteousness that sucks wickedness into our lives. She said the Commissioners pray to God for his will and leadership but what we are getting is a vote for immorality. She said I see my need for corrections in past voting and I hope this gives the Commissioners a chance to show their own humility and courage to correct their vote on Mr. Gray's investigation. She said leaders that do nothing give permission for bad actions and teach people the wrong way to act. She said I expect better from my leaders. She said I did vote for Mr. Kidwell, although for some reason I overlooked sending him my documentation, but I did send it higher up. She said if Mr. Kidwell

doesn't think we need more unpolitical police help that will be a correction I will make in the future. She said something cynical is happening here and Commissioners not wanting to have an investigation, which is supposed to get to the truth, points out the corruption in how much they want it covered up and how likely it involves people with power and prestige. She said my letter to Seth Edwards asked for an SBI investigation so what is the magic number of complaints that need to come forward to stop the leaders from hindering the work of the people. She said we need good men and women willing to act to run for office to replace men who refuse to act and to anyone who has had trouble with the sheriff's office to start coming to Commissioners and police committee meetings to voice their grievances. She said it is now or never for the help that Beaufort County has long needed and show your support behind Mr. Gray or any woman that has been raped and or victimized by drugs. She said we, the people, shouldn't be willing to stand idly by for the incompetence and weakness and wickedness Beaufort County residents are being forced to live with.

Ms. Dawn Brinson Slann said she's a resident of Beaufort County and a small business owner and I'm coming tonight basically to ask about some information that I would like to have or if we could receive and how would that be done. She said is that done as a part of a report or is that something that can be sent out and that's around the information that our Health Department provides around complying around CDC guidelines and regulations. She said if everyone's paying attention, the PCR test that was used on December 31st to determine if people were Covid positive were not supposed to be used on January 1st to determine if that same person was positive so were those people retested or did those people go on as if they had Covid, do they not know if it was flu. She said what will be used going forward. She said I also know the FDA website posted a number of tests that are under emergency use authorization, because again, there's nothing approved yet, and how do we ensure that our Health Department keeps up with those changes. She said some of the other things, as far as like the quarantine times have changed. She said how are we managing that, how is that being handled, how is that rolling out to the schools and the other agencies that are covered under the remit of the County Commissioners. She said how does our Health Department comply with the federal government regulations and are they reimbursed for the test and covid cases that are highlighted in Beaufort County. She said those are all questions and maybe that information exists somewhere, I'm not aware of where that would be, but it would be nice to have that information as a citizen. She said also whenever the information is provided I understand it comes from the state virologist but if we could get some links to that data and where the source of that data is pulled together that would be helpful as well. She said finally, one more thing, the Bares data base has about 10% of the reports. She said I know there's a number of injuries and I'm interested to know if there's any injuries reported in Beaufort County from the vaccine. She said I would find it hard to believe that the number listed across the nation that Beaufort County would be excluded.

Legislative Updates

Chairman Waters said the next item is legislative updates for elected officials and I see neither one.

Items for Consent

1. Budget Amendment, Generator Project
2. Budget Amendment, Courthouse
3. Budget Amendment, DSS
4. Budget Amendment, DSS
5. Delinquent Real Property Advertisements
6. Approval of Refunds Over $100
7. Late Relief Applications
8. Approval of Refunds Over $100
9. Surplus Equipment to City of Washington
10. Sidney Vol. Fire Dept. Relief Fund Board Appointments
11. Petition to Abandon Road
12. Approval of December 2021 Minutes

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

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage

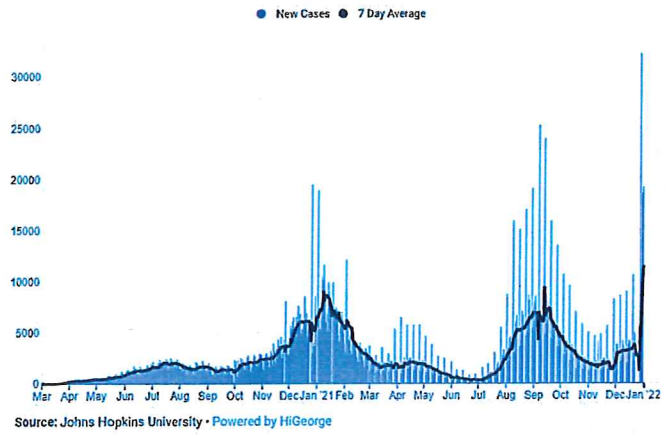
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz
Commissioner Walker
Commissioner Richardson

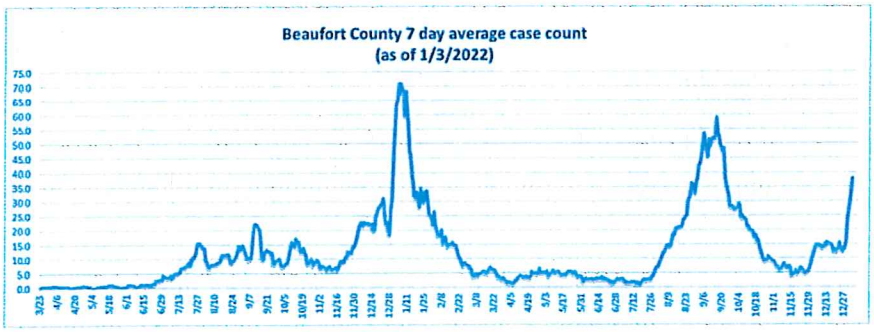
See Addendum 1

Covid-19 Update

Mr. James Madson said we're on day 650 for the Covid response in Beaufort County. He then gave the following presentation:

North Carolina 1.69 Million



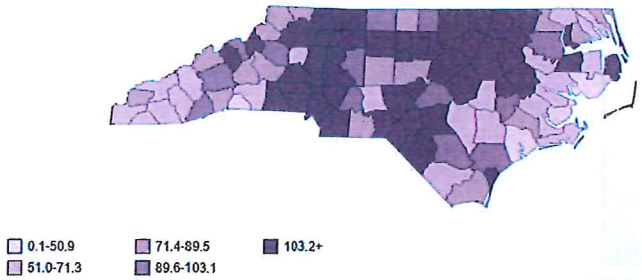


Monday, January 3, 2022		
Tests conducted on Beaufort county residents (to date)	63,502	
Total cases (tested positive)	8,211	
Total hospitalizations that have occurred	347	4.2%
Total Deaths*	138	1.7%
Average age of deaths (years)	75.0	
Known active cases currently in the county	324	
Currently hospitalized	11	3.4%
Currently on a ventilator	1	
Total cases recovered	7,749	94.4%
Seven (7) day average case rate	97.9	
Positive cases June 1 to Dec 31 (2021)**	3,547	
Breakthrough (positive after completing vaccination)**	577	16%
Positive cases since Jan 1, 2022 (Omicron influence)***	100	
Breakthrough	21	21%
Deaths* from long term care facilities	54	39%

*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.

***This period is used to determine influence of Omicron Variant on County



Last Two Weeks per 10,000 population
64.3/10,000 in Beaufort County

Commissioner Deatherage said did you say the new vaccination, the booster is not working well with some people with Omicron.

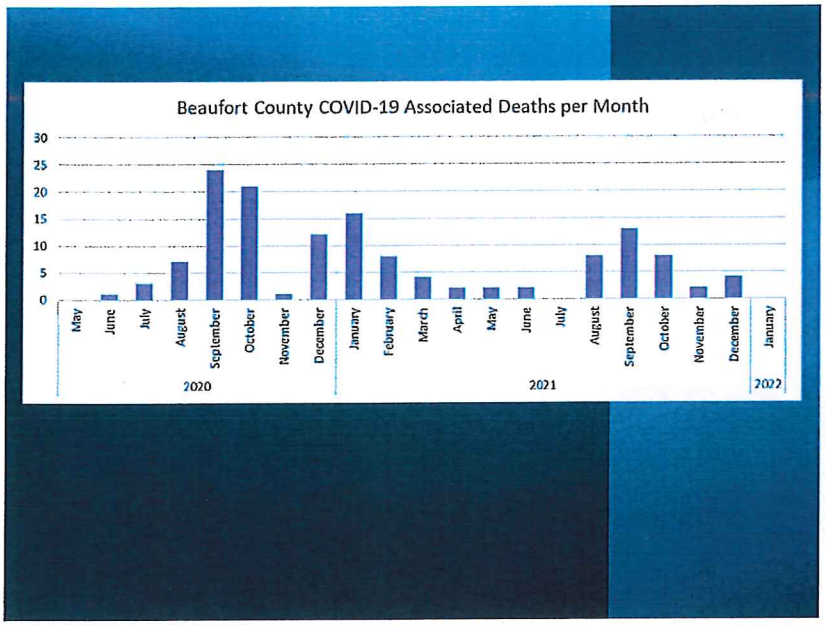
Mr. Madson said no, I did not say that. He said what I was saying is this virus can bypass vaccination easier than Delta can, but it still provides, the vaccine still provides protection.

Commissioner Deatherage said it's more resistant for some people some people, okay, got it.

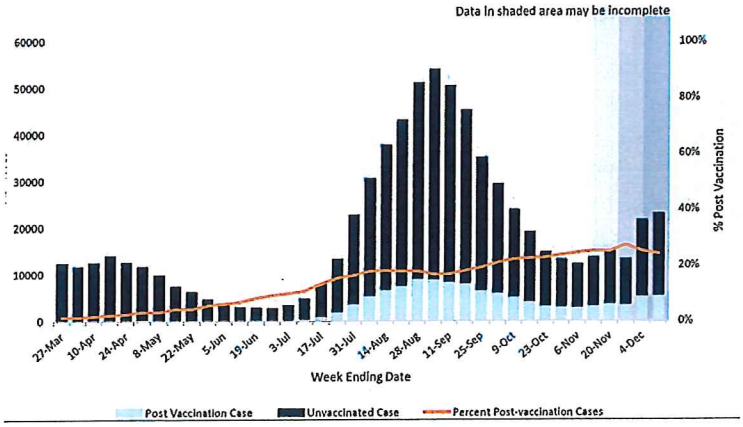
Mr. Madson said just like with Delta some people will still catch the virus. He said they expect more people will catch Covid.

Commissioner Deatherage said are you receiving data that's making you believe that folks that have been vaccinated and have a high morbidity rate are still doing better because of the vaccination.

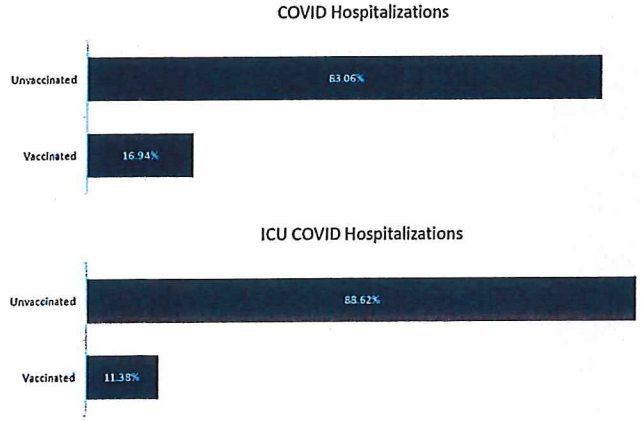
Mr. Madson said right, that's what I'm going to show you later is that even if you do catch it, but you're vaccinated the seriousness of it is much less. He then continued with his presentation.

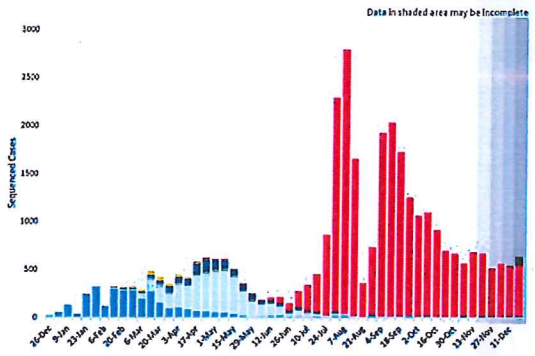


NC Cases based on vaccine status

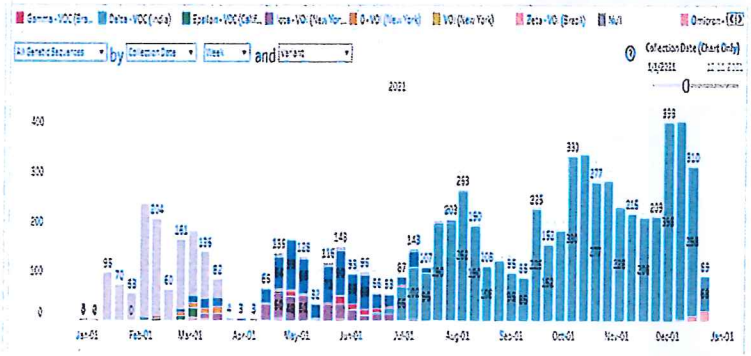


NC Hospitalization based on vaccine status





Omicron variant



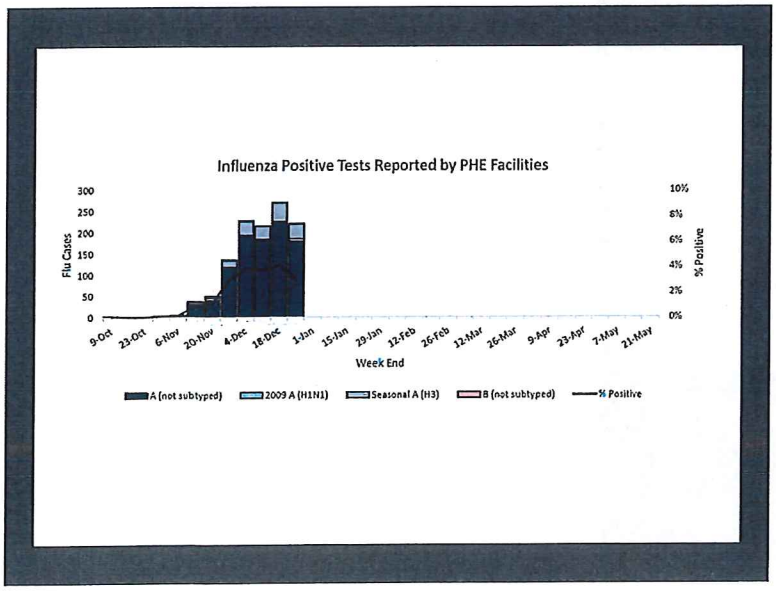
Additional Covid-19 Information

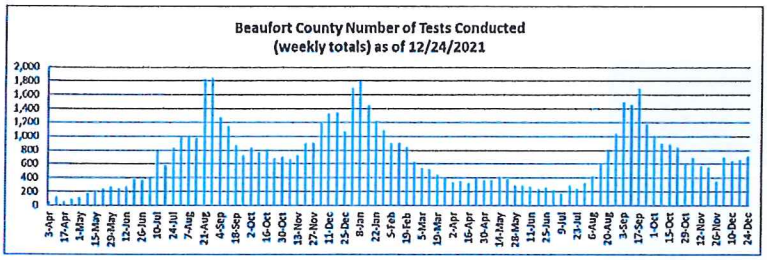
Treatment Options

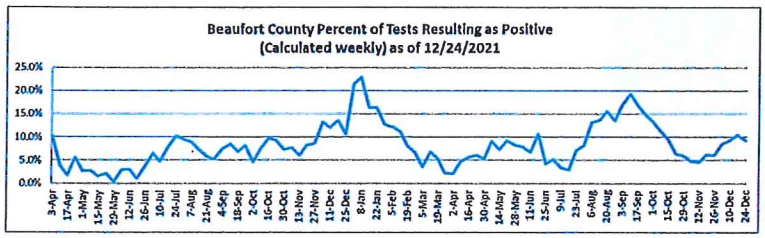
- Monoclonal antibodies
- Dexamethasone - steroid
- Paxlovid –antiviral drug
- Molnupiravir – antiviral drug

New Guidelines (general population)

- **Isolation** for positive case - from 10 days to 5 days, if asymptomatic, followed by 5 days of wearing a mask when around others.
- **Quarantine** period for those exposed to COVID-19:
  - Unvaccinated or not yet boosted quarantine for 5 days followed by strict mask use for an additiona 5 days. Alternatively, if 5-day quarantine is not feasible, it is imperative that an exposed person always wear a well-fitting mask when around others for 10 days after exposure.
  - Individuals who have received their booster shot do not need to quarantine following an expos but should wear a mask for 10 days after the exposure.
  - For all those exposed, best practice would also include a test-to-end on day 5 after exposure.
  - If symptoms occur, individuals should immediately quarantine until a negative test confirms symptoms are not attributable to COVID

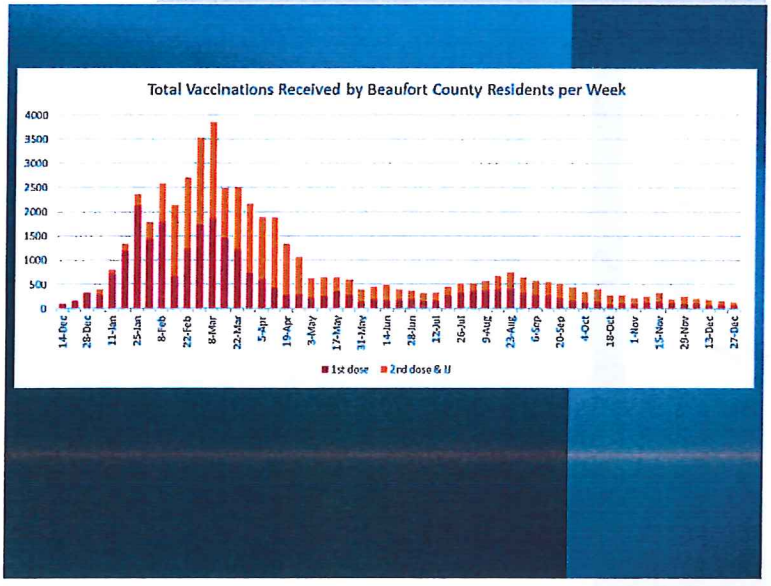




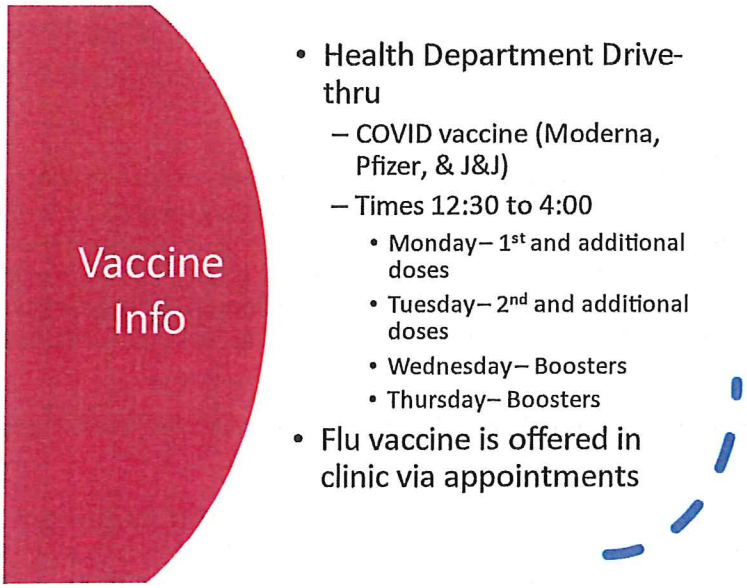


Test Sites

- Testing done at Health Department every workday from 7:30 to 11:00 (Vendor)
- 810 Hackney Ave, Washington– 8:00 to 5:00 M-F (Vendor)
- If transportation needed, call BATS by 1:00 for an appointment (252.946.5778)



Monday, January 3, 2022	Total	
Beaufort County Population (NCSCHS)	47,079	
Residents that are partially vaccinated against COVID-19	26,290	55.8%
Completed COVID-19 vaccine series (all vaccines)	24,709	52.5%
Total Doses administered	50,999	
Population over 65 years of age (NCSCHS)	11,281	
Over 65 that have received first dose of COVID-19 vaccine	10,552	93.5%
Over 65 that have completed series	10,202	90.4%
Adult Population (18 and older)	37,758	
Partially vaccinated	25,032	66.3%
Fully vaccinated	23,696	62.8%
12-17 year olds vaccinated	3,295	
Partially vaccinated	994	30.2%
Fully vaccinated	855	25.9%
5-11 year olds vaccinated	3,604	
Partially vaccinated	264	7.3%
Fully vaccinated	158	4.4%



Commissioner Rebholz said it looks like the flu is almost rivaling Covid in terms of numbers based on the chart.

Mr. Madson said no, I don't think the numbers were quite that high. He said it may look like it, but those numbers were lower, if I'm not mistaken.

Commissioner Rebholz said the flu cases per week are up over 200.

Mr. Madson said that's for the state.

Commissioner Rebholz said you don't have local.

Mr. Madson said no, I don't have local. He said I think there's, I do have it, I didn't bring it and I don't know it exactly, but I can get it for you. He said I'm not even sure I could break it down by Beaufort, it would only be Vidant numbers but that would be regional because that's not a required reporting disease. He said that's why I don't know exactly.

Chairman Waters said if you have Covid, like last week, you've already had the first two shots and you're waiting to get the booster is there a recommended time, three months, six months.

Mr. Madson said to receive the booster after you've had Covid.

Chairman Waters said yes.

Mr. Madson said no, you can take it as soon as you're recovered from all of the symptoms.

Health Dept Communicable Disease Expansion Plan, Stage II

Mr. Madson said a couple months ago I talked to you about the communicable disease expansion plan, and you all voted for phase I and now I'm here to ask for you to approve phase II.

Health Department Communicable Disease Expansion Plan

- Presently One position designated for Communicable Disease (CD) operations (position #750203)
- Step TWO
  - Hire PHNIII (new position)
  - Separate program oversight for position #750160 into two programs with one going to new hire. Both nurses will be trained in CD.
  - Reduce $34,535 county dollars supporting position #750203

Mr. Madson said the one thing I will say is that the funding from the state, so the state budget passed with this funding in it. He said you all wanted to wait until we actually got approval before I came to you all, but it wasn't as much as I thought at first. He said it was cut in half. He said originally I was wanting to hire two nurses but I'm not going to be able to afford that, I'm only going to be able to afford one nurse so what I'm asking you to do is approve the one position, Public Health Nurse III and the funding we're getting from the state will pay for that and we'll also be able to offset County dollars for communicable disease funds that you approved during the budget and that would be returned to you this fiscal year, $34,535.

Motion: Commissioner Booth motioned to approve adding the position of Public Health Nurse III. Vice-Chairman Langley seconded.

Commissioner Richardson said well these jobs have a tendency to be created and then they're going to be paid for by the state, initially, and the state only funds them long enough, it's a hook, it's a sucker play and then you get the job, and the County has to pick this up and live with this forever. He said I would propose an amendment to any motion that's made here that those jobs exist here in Beaufort County only so long as the State pays for them. He said the reason is we've been surviving very well without them up until now.

Chairman Wates said is that a motion.

Motion: Commissioner Richardson motioned that any motion regarding this job include the job only continues while the state pays for it. Commissioner Deatherage seconded.

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

Commissioner Rebholz said on the request you've got communicable disease revenue of $69,000.

Mr. Madson said that's what we will be pulling down from the state for the rest of the year.

Commissioner Rebholz said so that's the state money.

Mr. Madson said that's the state money I was talking about.

Amended Motion: Commissioner Booth motioned to approve adding the position of Public Health Nurse III as long as the state continues to supply the funding. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 2

Jail Committee Update

Commissioner Rebholz said I wanted to update the entire Board on one of the options that has been explored by the committee. He said the options provides two choices. He said one is an addition to the existing courthouse for 8,300 square feet of addition there, including sallyport and you'll hear more about that, both of these in a second. He said the second goes up two stories and adds another 12,500 square feet of additional space. He said note, this is just one of the options that are being explored. He said I think it's important that we provide that information to the public and to the entire Board as we go forward. He said others include that we do nothing and we're working on determining what the associated costs would be with that and a smaller version of the plans that you're going to see that are in the book, which is really just a sallyport and renovations to the interior. He said then, of course, the last would be a new facility all together. He said with that I would like to ask Errol Warren, who is our architect that has been exploring these options for us, to come forward and share that information with you all.

Mr. Errol Warren said if you look at the little booklet that I passed out, what I've been asked to do is kind of summarize what the Jail Committee has been doing for the past months. He said I was asked by the Jail Committee to evaluate current conditions and propose various alternatives and possible changes and if you look on the first page, under introduction you can see we were looking at inadequate inefficient areas that maybe created safety concerns and that included the intake areas, staff and support areas, daylighting, outdoor recreation, inmate circulation from jail to courtrooms, health clinic and an outdated heating and air system. He said this is done in broad strokes so bear with me. He said our initial response to that was to expand into the Register of Deeds and Clerk of Court spaces and then relocate the public elevator, relocate the dormitory, and create a 20-bed cellblock to access the sunlight. He said add a sallyport and then provide an outdoor exercise area. He said the next color drawing, which was way early on, is kind of a bubble diagram of these action areas, where you could conceivably add on. He said it's really like dominos, if you do this then you can do that and so from this, and I purposely included this because this included comments from meetings that we had. He said then from the subsequent meetings it was determined, it was obvious that the current facility needs far exceeded the available space in the action areas so an addition out of the back of the existing jail was proposed and we generated the preliminary plan. He said that plan follows the second proposal and it shows the addition out the back, the one story addition, you've got the elevator being relocated and so new construction would include a sallyport, a health clinic that would more efficiently serve the needs of the jail, including assessment and isolation, identification of use of public areas an inmate elevator with access to the holding area adjacent to the courtrooms, an outdoor renovation area and then the renovation would be a public elevator, ancillary spaces and new heating and air conditioning. He said so flipping through those next two pages you can see we finally are generating a plan showing an addition out the back that shows the sallyport, intake area, five holding cells, a health clinic and then on the left-hand side, or the west side would be a magistrate's office and a public interface space over here. He said it all kind of predicated by this 8' corridor between the existing building and the new building because that facilitates flow vertically and horizontally throughout the space and then you've got the additional spaces we were talking about, the dormitory and the cell block, staff and support areas and isolation area for inmates and then just because of the economy involved and the potential use of the space we propose going up two more floors over the jail expansion and like Commissioner Rebholz said that's a little over 12,000 square feet. He said because the Register of Deeds was being displaced we could consider that as a place to expand for the Register of Deeds. He said this kind of summarizes what we've done graphically and then I was asked prior to the last meeting to come up with a preliminary, very preliminary budget and it's broken down. He said if you just did a one-story addition, the security vestibule, the new public elevator, the renovation and what the two-story addition would cost and then the new air conditioning and heating system. He said that totals, roughly, $9,966,000. He said it's an expansive plan, but it covers a lot of things that have been deficient in the jail for a lot of years. He said I think there's some safety issues that ought to be addressed and this plan does begin to address some of those safety issues.

Commissioner Walker said I see the sallyport, down and up. He said is that going to be a place for water to collect there.

Mr. Warren said there would be a way to get rid of it.
Commissioner Walker said also, the outdoor recreation, is that big enough to handle a sudden evacuation. He said say if there's smoke or whatever. He said would that be where everyone could go.

Mr. Warren said yes.

Commissioner Richardson said to give you a little history of this, the jail committee was formed about two years ago and at that time I had a serious objection and did not vote for the formation of the jail committee because it had all the fingerprints of an excuse or a way to spend a lot of money and build another jail, which is not needed. He said the question I have in all of this, well, the present project started off as we've got money from the relief funds from Covid, why not stay inside the footprint of the basement of the jail and on the west end of the jail build that out for additional cells. He said those first studies came out for, I guess for the $2.9 million if you want to use what's in this budget, we could have about 18 new cells, some more isolation cells as part of those, and that we would have a place for, a better place, if you will, for an infirmary. He said that money, most of that money would've been paid for, if you will, it's free money, if there's such a thing, from the federal government. He said I've come to some of these jail committee meetings and what I've seen is oh, that's a good idea, oh, that's a good idea, let's get this, let's get that, that's a good idea. He said I have yet to see a justification for doing anything other than staying inside of the footprint of the existing jail, using the space that we already have that is paid for. He said so my question to the members of the Board, not the architect but the people on that Board is what is your justification for this huge expenditure with all of this office space. He said tell me why it is needed. He said now, I don't want to hear your opinion that it's a good thing, that's not a justification, I want to hear a justification.

Chairman Waters said in one of our meetings we invited the people in from the Health Department that has the contract for the jail for their input as it related to the situation they've got now and in addition to it considering the problems we've had with Covid, isolation and those kinds of things. He said they came in with some recommendations as far as the amount of space that was concerned and then we got to talking about do you do that inside or do you try to do it out behind the courthouse so that's when we started looking at what we could move, what we needed to have in a new addition versus trying to do it inside. He said so I think we were looking at trying to keep the cells within the existing footprint and everything else would try to be in the new addition, plus the sallyport.

Mr. Warren said that's right, plus the sallyport.

Chairman Waters said that's the way I saw it as we began to talk with Mr. Warren and with existing problems that we had, and one of the things we talked about was daylight and no space for physical activity, going behind the jail you came up with a space for us to do that. He said so we looked at it, and you correct me if I say this wrong but one of the comments that you made that really struck was that if we were to do the addition behind the existing courthouse it probably would solve our problems for the next 40 or 50 years.

Mr. Warren said sure. He said I think this cures a lot of ills of the existing facility that was designed in '68 and '69. He said nobody anticipated the changes in law enforcement and dealing with prisoners and responsibilities and to be perfectly truthful there were some decisions made in '68 and '69 that just don't work as well today as this scheme can do. He said I think it solves a lot of ills. He said it makes the jail much more safer for the sheriff deputies and jailers. He said we're finally able to provide some dressing space, a shower for deputies in the event they get contaminated, we finally get a little bit of office space for the jail administration and just pure and simply, and this is a bare boned scheme but if you took that box and put it down here that box would take that whole space, that whole side without any addition of jail cells so when we realized that we, if this is what we needed or this is what we'd like to have and you take that box and put it down here in the basement of the existing facility it isn't going to fit. He said then you start compromising and making decisions that, that's where you start spending money, what's the expression, throwing good money after bad. He said so this is a bare bone, it's not the ideal but it's a great start for improving this jail.

Commissioner Richardson said let me back up and be sure I understand this correctly. He said the 18 new cells are going to be built in the basement of the existing courthouse regardless which one of these plans we use.

Mr. Warren said well it's really 36.

Commissioner Richardson said where do we get 36. He said we started off we could get 18 inside the basement of the courthouse and if you get some shower facilities, we could also get some facilities for prisoners for health examinations for the people providing that.

Mr. Warren said that might have been before my time but when we looked at this earlier we looked at expanding the jail by 16 to 32 and so 18 was never a number of mine and the 16 kind of came from taking the dormitory from here to there and then creating secure cell block in the rest of the space.

Commissioner Richardson said well consider this factual information for a minute. He said ten or fifteen years ago we had over 100 people in the jail even though it was permitted for 87 or whatever, I think 87. He said we've gone from 100 people in the jail now down to like 55 people in the jail so can anyone produce a study that shows we're going to have a growth any time in the future that we're going to have a need for an additional 36 cells based upon what the history of what the occupation of the jail has been.

Mr. Warren said it's just a net add of 20.

Commissioner Richardson said what do you mean a net add of 20.

Mr. Warren said the net add, because I've taken the dormitory space and moving it over here and just creating 20 new beds in a cell block. He said so it's a net add of just 20.

Commissioner Richardson said okay, let's back up now. He said 36 has become 20 so you're saying we're going to be permitted for 107 beds.

Mr. Warren said that's the capability right now.

Commissioner Richardson said with the $9 million expenditure.

Mr. Warren said you're not just getting 20 beds for $9 million.

Commissioner Richardson said I'm looking for factual answers. He said you're carrying a political torch for the committee that you're working for and that's not your obligation.

Mr. Warren said you're absolutely right.

Commissioner Richardson said the question is a factual question and that is we're going to net out 20 more cells if we do the $9 million expansion.

Mr. Warren said that's right.

Commissioner Richardson said well the first study showed that we had 18 cells with a $2.5 expansion staying inside the footprint that we're in right now. He said I remember that, I was sitting in the room when all that was discussed and what I seen was this morph and grow into offices for magistrates, offices for this, offices for that and oh, by the way, we can move part of the Sheriff's Office over here. He said none of this stuff is justified in an actual study that says there is a need. He said actually what we started out trying to do and what this Board started out trying to do was to provide some additional space because we had so called free money and now we're into a major building project and we have no studies that show that there is a need for this. He said we have an opinion from the Board that this is needed but we have no factual information. He said I think I needed a gold-plated chair so why can't I have it.

Mr. Warren said I think the revised scheme, or the scheme where we've gone outside reflects things that needed to be done to the existing facility for 25 years. He said to have one intake cell for the number of inmates that are handled is, that's kind of incredible. He said it's dangerous that you don't have a psychiatric cell, and what we've got is separation between detainees and arrestees in this particular scheme. He said we've tried to make; we've tried to take safety into consideration every step of the way so yes, we're only increasing the jail by 20 cells but good gracious, what we're doing for the staff and the jailers and the people that use that facility is, I don't know, I don't know that you can put a price on it.

Commissioner Richardson said now you're doing advocacy presentation and we don't do that; we deal in factual needs and not just what somebody's opinion is because they want a brass plate on a building that's got their name on it. He said that's not what this is about. He said now let's go back for just a minute, you were talking about the need for more isolation cells and the need a psychiatric cell and on and on and the need for more holding tank space, if you will. He said that was all included for 18 cells and staying inside the original footprint, so all of this additional spending provides virtually no service other than what somebody thinks we need. He said there's not a factual need here. He said as a matter of fact there's not been something that I've insisted on for some time and I'm the only Commissioner, I will take credit for it because I'm

the only one who's done it, who has actually reduced the population of the jail and has worked actively to reduce the population of the jail. He said none of that has been done. He said it seems as though people are locked into "we're just going to lock people up" and that's not what law enforcement is about, that's not what reducing crime is about so there's nothing to justify these expenditures. He said there is a justification for going into the existing footprint and making the improvements that you've talked about. He said everything else is gold-plated, it's what somebody thinks we need. He said the taxpayers deserve a functional jail, not a bureaucratic puffed jail that provides a lot of office space that the taxpayers are going to have to keep paying for.

Commissioner Rebholz said I think it's important to note that this is just one option. He said we are going to look at all of the options, again, going back to doing nothing to doing just the sallyport and the expansion underneath, what you're talking about, and then a total new build. He said that's going to be all laid out for you for the Commissioners to be able to look at, to be able to make some decisions. He said the $9.9 million isn't even all of the costs for this piece of the plan so that all has to be laid on top of it too, so you'll get a full picture of what all the costs are. He said I think we deserve it to the citizens of this County to show them all the options out there and why we select the option that we do, not just because you don't happen to like it.

Commissioner Richardson said what the citizens of this County deserve is a factual study that shows the need to spend this money and we don't have that and that has not been presented, that has not been considered, how to reduce the jail population has never been seriously studied by the Commissioners so here we are, once again, getting ready to spend a lot of money for something there's not a need for.

Chairman Waters said we've asked the national association to come in and try to finish the work they had started and I'm not sure where we are on that. He said Commissioner Rebholz can you answer that.

Commissioner Rebholz said yeah, they're not travelling so they're not coming yet.

Vice-Chairman Langley said well, you know I think people should always take into consideration officer safety. He said what Commissioner Richardson is talking about is not going to bring about any type of changes for those officers who have to work inside that detention center. He said it's just like having a decontaminations space. He said that is vital for these officers who are in this facility. He said it is time out for us staying in the past and trying to do things the old way. He said even if you don't increase the number of cells in that facility there are certain safety things that need to be done in this facility and you cannot kick the can and push it down the road because Commissioner Richardson doesn't think it's worth it. He said what do we got to do. He said are we going to wait until somebody actually gets hurt in that facility and then woulda, shoulda, coulda, no, I don't think so. He said it is time for the County of Beaufort to become proactive, progressive in dealing with every issue inside of this County and stop trying to listen to old ways of doing things.

See Addendum 3

Discussion on Objectives at Planning Retreat

Commissioner Rebholz said well as I think we indicated earlier there's a two-day session coming at the end of this month for planning and the start of the budget process, and I think it would be worthwhile taking a minute to think about what that agenda would look like rather than just sort of showing up and we could put our things on that agenda. He said for example I think it's critical that we move forward with a strategic plan. He said we ought to talk about that, what that would look like, how we would go about that. He said we need to talk about what is involved with the fund balance and what we're going to do with that and so I was just thinking we ought to collect some ideas about what would go into that session. He said I'm open for other items that others would like to see.

Chairman Waters said Mr. Alligood usually puts together, and Ms. Radcliffe the agenda and I guess the biggest focus is kind of the beginning of the budget process and we've always tried to allow a little bit of time for some other topics.

Mr. Alligood said I'd be glad to share the prior planning process that we go through, that agenda. He said we usually look at the larger departments who have a large budgetary impact. He said we look for them to come in and make a presentation to the Board, help them understand what may be coming up in the new fiscal year. He said any legislative changes that may impact their budgets and what they're responsible for so there's a large piece of that. He said we ask the school system to come and tell us what they see on the horizon, and we ask the community college to come in and talk about theirs. He said that gives the Board the opportunity to ask them some questions. He said we do the same thing with some of our larger

departments. He said Finance and Administration does a big section on numbers and we will certainly concentrate, as we've talked about over this last year, on fund balance because we've suggested and as you have suggested that there needs to be a revisit on the fund balance policy so we will have significant information on that for you to make some decisions about. He said I traded phone calls today with Kevin Leonard from the North Carolina Association of County Commissioners to ask could they provide us a resource to come and work with us on strategic planning to talk with us about what strategic planning is, how you do it and why you need it, what the process is. He said my anticipation, this is only a two-day event, and my anticipation was that we would give Kevin and his group an hour, hour and a half, no more than two hours to talk about those things because this would just be the starting point for them to help you talk through those things and help understand what strategic planning is, why it is vital to have a strategic plan for an organization to move forward. He said then let the Board talk about how you then move forward if you want to move them forward and bringing them back to assist you with those things. He said that is generally how we set things up. He said we always have maybe a little extra piece in there, like the Chairman said, for things that come up but we're happy to adjust that agenda as any of the Board members wishes to do.

Commissioner Richardson said I support all the things that Commissioner Rebholz just mentioned as far as having discussions of those at the meeting and I would like for him to read them again and if we need to take a vote on whether it's included in the agenda or not we need to take a vote.

Commissioner Rebholz said I think Mr. Alligood just indicated the stuff I listed is all in the agenda so I'm good to go with that.

Commissioner Richardson said is there an agenda that I don't know about.

Commissioner Rebholz said I haven't seen an agenda.

Commissioner Richardson said well you said it's in the agenda so how is it in the agenda.

Chairman Waters said he just summarized what we've done in years past.

Mr. Alligood said what I summarized was prior years agenda that we normally have in place. He said it's historically the one we use when we talk about the community college, the school system, that rough agenda that we've always have done and then with some tweaks in it. He said what I've heard, what I anticipate doing is taking last year's agenda, which is generally what we've done, it hits those highlights, and then carving out some time with the Association to come in and talk about strategic planning. He said that's what I mean when I say the agenda.

Commissioner Richardson said well strategic planning but also you mentioned some things the manager mentioned to about what we need to be doing with our fund balance, which we have a lot of money there that could be returned to taxpayers, but you mentioned a couple of other things too that I haven't heard mentioned as being in the agenda.

Commissioner Rebholz said I talked about fund balance, building the strategic plan, what does the Board hope to accomplish, what will the future be, and who can help facilitate it. He said that's all I had on my list.

Commissioner Richardson said okay, thank you.

Solid Waste Update

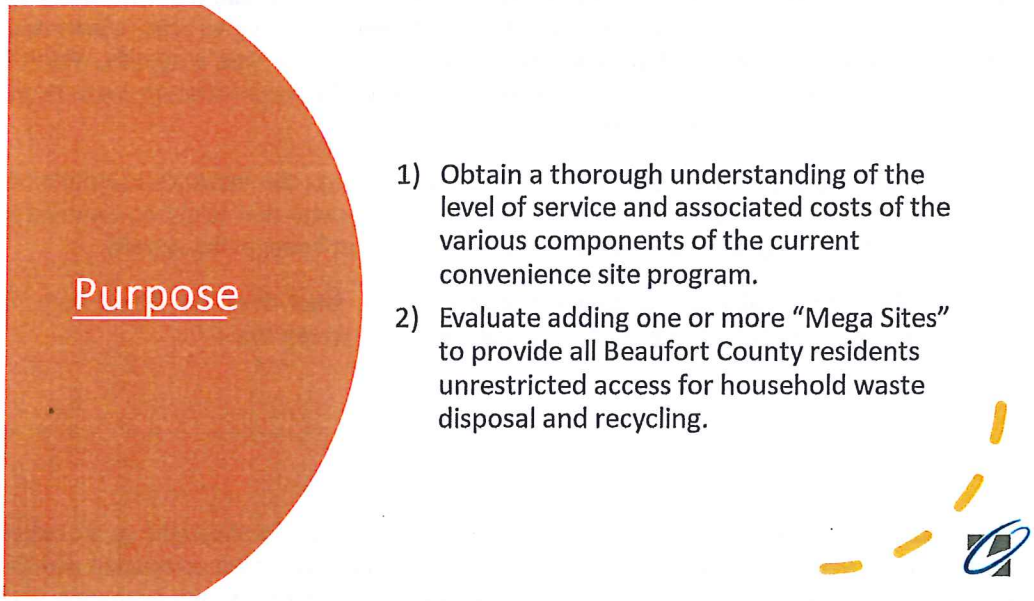
Mr. Wes Overman said a few brief updates before we get into the bulk of the solid waste update for the night, as we talked about at the last meeting the Yeatesville improvements are in progress. He said the survey has been completed and the engineer is now working on the design for the improvements to that site. He said as you may recall we are beginning with that site because of the safety issue with the steel platform and the challenge that we face. He said after that is completed the surveyor and engineer will move on to the heavier traffic sites, River Road, Chocowinity, and Cherry Run, with the design and we'll continue that process until we focus on all the sites. He said once the engineer is complete at Yeatesville we will be issuing that out for bid. He said our hope is for this month but we're not sure about that schedule. He said the second thing, kind of an update from the last meeting, signage is still in process. He said what I call phase I, our hours of operation signs that go on the outside of the sites, we have received all of the signs after some material delays. He said we still have four site signs and the landfill sign to post on the northside of the river. He said they're all free-standing signs, so we have to have post holes dug and everything. He said all the other ones were posted on the fence, very simple

installation that I could take care of that by myself. He said once that's complete we'll proceed with phase II, finishing up with that which is the interior signs, the acceptable materials, and things like that. He said we're also waiting on some revisions to our solid waste ordinance before finalizing those signs. He said that's just a brief update on those two items, any questions on those two before we proceed.

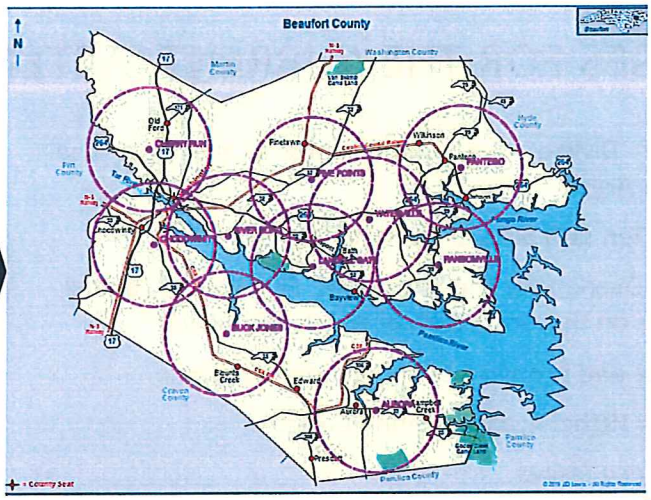
No one spoke.

Mr. Overman said I'd like to thank Mr. Vance Moore for joining us tonight. He said Mr. Moore serves as president of Garrett and Moore Incorporated, an engineering and consulting firm established in 2006, focusing on solid waste engineering services for the power and waste industries. He said he has a Bachelor of Science in civil engineering from the North Carolina State University in 1989 and is a registered professional engineer in North Carolina and South Carolina. He said Mr. More has over 32 years of experience providing solid waste engineering and consulting services specializing in areas such as solid waste program master planning, feasibility and financial studies, facility siting and analysis, landfill design and permitting, landfill gas and convenience center collection siting and design. He said he's provided design, permitting and construction quality assurance and operation support for more than 30 landfill projects for counties around the Carolinas. He said an impressive resume. He said Mr. Moore is here tonight to share some of his analysis of our current solid waste program and will discuss the idea of the mega-sites further. He said I do want to note that what he's presenting tonight is not necessarily final recommendations, but a way of providing an update and offering an opportunity to further discuss and provide direction. He said I'll invite Mr. Moore up now.

Mr. Vance Moore said while he's getting that up, good evening, again, I'm Vance Moore. He said while they're getting that going I will say it's a pleasure to be back here. He said you all may or may not know I was born and raised in Beaufort County. He said I've been gone for a while and now I've come back. He said I'm now living in Beaufort County and have so for about a year and plan to spend the rest of my days here, that's my plan. He said anyway, I got involved, came down, saw Mr. Alligood, Ms. Smith, and Mr. Overman, and said I'm here to do some of this and asked if there was any opportunities and they took advantage of that to say why don't you take a fresh look at this program. He said they gave me a lot of information, but I don't think they were trying to guide me or push me in any direction. He said they just said free reign, let's see what you come up with. He said I sort of came up with this. He then gave the following presentation:



CURRENT COLLECTION SITES



MATERIALS COLLECTED BY SITE

BEAUFORT COUNTY
SOLID WASTE CONVENIENCE CENTER
ACCEPTABLE MATERIALS (2020)

	Site	MSW	Bulk	Recyclables	Cardboard	White Goods	Scrap Metals	Yard Waste	Tires	Motor Oil	Electronics
1	Aurora	✓	✓	✓	✓	✓	✓	✓	☒	✓	☒
2	Buck Jones	✓	✓	✓	✓	✓	✓	✓	☒	✓	✓
3	Chocowinity	✓	✓	✓	✓	☒	☒	✓	☒	✓	☒
4	Cherry Run	✓	✓	✓	✓	✓	✓	✓	☒	✓	☒
5	Five Points	✓	✓	✓	✓	☒	☒	✓	☒	✓	☒
6	Landfill Gate	✓	✓	✓	✓	☒	☒	✓	✓	✓	☒
7	Pantego	✓	✓	✓	✓	☒	☒	✓	☒	✓	☒
8	Ransomville	✓	✓	✓	✓	✓	✓	✓	☒	✓	☒
9	River Road	✓	✓	✓	✓	✓	✓	✓	☒	✓	✓
10	Yeatesville	✓	✓	✓	✓	✓	✓	✓	☒	✓	☒

Leased from directly Weyerhaeuser & Town of Aurora
Leased from Republic (3 & 4 party leases)

MATERIAL & LOAD BREAKDOWN BY SITE

January - December 2020

	Site	Compactor MSW			Bulk MSW			Recycling			Metal/White Goods			Yard Waste		
		MSW Tons	MSW Loads	Ton/Load	Bulk Tons	Bulk Loads	Ton/Load	Recycling Tons	Recycling Loads	Ton/Load	Tons	Loads	Ton/Load	Tons	Loads	Ton/Load
1	Aurora	466.73	42	11.11	748.11	241	3.10	4.68	4	1.17	36.02	25	1.44	77.48	33	2.35
2	Buck Jones	308.69	27	11.36	317.32	113	2.81	9.32	8	1.17	43.85	32	1.37	62.80	27	2.33
3	Chocowinity	1,614.65	144	11.21	1,365.72	459	2.98	42.10	19	2.22	0.00	0	0.00	407.26	161	2.53
	Subtotal South	2,388.07	213	11.21	2,431.15	813	2.99	56.10	31	1.81	79.87	57	1.40	547.52	221	2.48
4	Cherry Run	863.38	111	7.78	1,156.65	392	2.95	7.29	8	0.91	59.94	38	1.58	384.92	138	2.79
5	Five Points	190.98	16	11.94	644.32	201	3.21	5.73	4	1.43	0.00	0	0.00	8.15	40	0.20
6	Landfill Gate	301.24	27	11.16	217.99	84	2.60	12.34	8	1.54	0.00	0	0.00	49.59	50	0.99
7	Pantego	490.63	41	11.97	470.82	159	2.96	3.61	3	1.20	0.00	0	0.00	125.45	49	2.56
8	Ransomville	583.35	53	10.63	111.07	43	2.58	12.61	9	1.40	26.02	16	1.63	19.93	7	2.85
9	River Road	1,510.14	131	11.53	2,459.67	821	3.00	34.87	17	2.05	53.46	39	1.37	839.12	320	2.62
10	Yeatesville	289.65	27	10.73	408.81	127	3.22	3.18	3	1.05	47.24	29	1.63	101.97	39	2.61
	Subtotal North	4,209.37	406	10.37	5,469.33	1,827.00	2.99	79.61	52	1.53	186.66	122	1.53	1,529.13	643	2.38
	Total	6,597.44	619	10.66	7,900.48	2,640	2.99	135.71	83	1.64	266.53	179	1.49	2,076.65	864	2.40
		38.86%	14.12%		46.54%	60.21%		0.80%	1.89%		1.57%	4.08%		12.23%	19.70%	

Total Tonnage Disposed: **16,457.92**
Total Loads for Disposal: **3,259**

Leased from directly Weyerhaeuser & Town of Aurora
Leased from Republic (3 & 4 party leases)

CHALLENGES FOR THE CURRENT SYSTEM

- The Pamlico River Divides the County Into a Northern and Southern Collection Area.
- Only Five (5) of the Ten (10) Sites are County Owned.
- There is Significant Overlap for the Yeatesville, Five Points, Landfill, and River Road Sites on the North Side of the Pamlico River.
- The Ransomville Site and Landfill Site are an on-grade sites.
- Low Density Loads = Higher Transportation Costs.
- Yard Waste Compliance Issues.

POTENTIAL SOLUTION- MEGA SITE(S)

- What is a Mega Site?
- For Purpose of This Evaluation:
  - State of the Art Manned Convenience Center.
  - Designed to Accept All Materials Currently Acceptable.
    - Additional Materials Not Considered.
    - Does NOT Include Scalehouse.
  - Consolidates Materials Into Efficient Loads for Transport.
  - Includes Yard Waste Collection and Processing Area.
    - No Transport of Yard Waste.

EVALUATION- MAJOR ASSUMPTIONS

- Staffing Costs
  - Current Per Site Staffing Costs ~ $57,500 Annually
  - Mega Site Staffing Costs Consistentwith Current Per Site Staffing Costs.
- TransportationCosts.
  - Based on the 2020 Historical Data.
  - Per Minute Haul Costs **Estimated** Utilizing Contracted Monthly Hauling Costs.
  - Same Per Minute Haul Costs used for Mega Site Hauling Analysis.
- Rent/Lease Costs.
  - Annual Rent/Lease Costs Ends if Existing Site is Replace by a Mega Site.
- Capital Costs.
  - Financing Terms - 20 Years at 5% APR.

ESTIMATING PER MINUTE HAULING COSTS

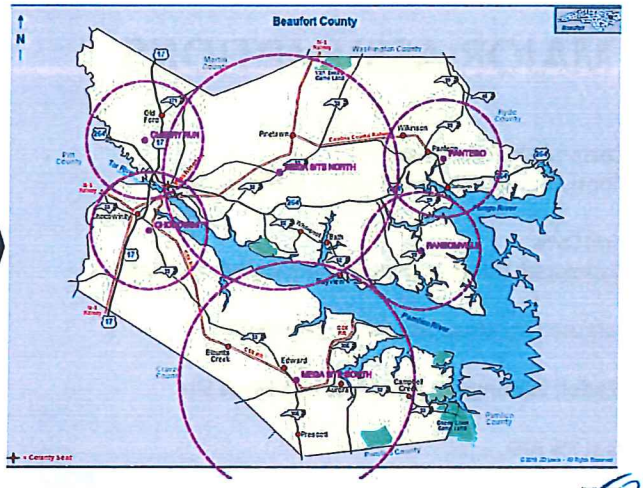
	Site	Total Loads	Avg Min/Haul	Haul Minutes
1	Aurora	345	105	36,225
2	Buck Jones	207	75	15,525
3	Chocowinity	783	60	46,980
	Subtotal South	1,335		98,730
4	Cherry Run	687	45	30,915
5	Five Points	261	60	15,660
6	Landfill Gate	169	37	6,253
7	Pantego	252	90	22,680
8	Ransomville	128	90	11,520
9	River Road	1,328	70	92,960
10	Yeatesville	225	62	13,950
	Subtotal North	3,050		193,938
	Total	4,385		292,668

Annual Hauling costs	$ 770,000.00
Estimated per minute hauling cost	$ 2.63

RENT/LEASING COST ANALYSIS (2020)

	Site	CURRENT ANNUAL RENT OR LEASE COSTS
1	Aurora	$8,240
2	Buck Jones	$1,700
3	Chocowinity	$0
	Subtotal South	$9,940
4	Cherry Run	$0
5	Five Points	$8,508
6	Landfill Gate	$0
7	Pantego	$8,508
8	Ransomville	$0
9	River Road	$0
10	Yeatesville	$8,508
	Subtotal North	$25,524
	Total	$35,464

PROPOSED COLLECTION SITES



PROPOSED MATERIALS COLLECTED BY SITE

BEAUFORT COUNTY
SOLID WASTE CONVENIENCE CENTER
ACCEPTABLE MATERIALS (PROPOSED)

	Site	MSW	Bulk	Recyclables	Cardboard	White Goods	Scrap Metals	Yard Waste	Tires	Motor Oil	Electronics
1	Mega Site South	✓	NA	✓	✓	✓	✓	✓	✓	✓	✓
2	Chocowinity	✓	⊡	✓	✓	⊡	⊡	⊡	⊡	✓	⊡
3	Cherry Run	✓	⊡	✓	✓	✓	✓	⊡	⊡	✓	⊡
4	Pantego	✓	⊡	✓	✓	⊡	⊡	⊡	⊡	✓	⊡
5	Ransomville	✓	⊡	✓	✓	⊡	⊡	⊡	⊡	✓	⊡
6	Mega Site North	✓	NA	✓	✓	✓	✓	✓	✓	✓	✓

CONTAINERS REMOVED FROM SITE AND MATERIAL PLACE DIRECTLY INTO COMPACTOR WITH PRE-CRUSHER
CONTAINERS REMOVED FROM SITE AND MATERIAL NOT ACCEPTED

PROPOSED CAPITAL IMPROVEMENTS

		New Site	MSW Compactor with Pre-crusher	Total
1	Chocowinity	$ -	$ 100,000	$ 100,000
2	Mega Site South	$ 2,000,000	$ -	$ 2,000,000
	Subtotal South		$ 100,000	$ 2,100,000
3	Cherry Run	$ -	$ 100,000	$ 100,000
4	Pantego	$ -	$ 100,000	$ 100,000
5	Ransomville	$ -	$ -	$ -
6	Mega Site North	$ 2,000,000	$ -	$ 2,000,000
	Subtotal North	$ 2,000,000	$ 200,000	$ 2,200,000
	Total	$ 2,000,000	$ 300,000	$ 4,300,000
			Years Financed	20
			APR	5.00%
			Annual Payment	$ 345,043

January - December 2020

	Site	Compactor MSW			Bulk MSW			Recycling			Metal/White Goods			Yard Waste		
		MSW Tons	MSW Loads	Ton/Load	Bulk Tons	Bulk Loads	Ton/Load	Recycling Tons	Recycling Loads	Ton/Load	Tons	Loads	Ton/Load	Tons	Loads	Ton/Load
1	Chocowinity	1,614.65	144	11.21	1,365.72	499	2.68	42.10	19	2.22	0.00	0	0.00	407.26	161	2.53
2	Aurora	466.73	42	11.11	748.11	241	3.10	4.68	4	1.17	36.02	25	1.44	77.46	33	2.35
3	Buck Jones	306.69	27	11.36	317.32	113	2.81	9.32	8	1.17	43.85	32	1.37	62.80	27	2.33
	Subtotal South	2,388.07	213	11.21	2,431.16	813	2.99	56.10	31	1.81	79.87	57	1.40	547.52	221	2.48
4	Cherry Run	863.38	111	7.78	1,156.65	392	2.95	7.29	8	0.91	50.94	38	1.58	384.92	138	2.79
5	Pantego	450.63	41	11.07	470.82	159	2.96	3.61	3	1.20	0.00	0	0.00	125.45	49	2.56
6	Ransomville	563.35	53	10.63	111.07	43	2.58	12.61	9	1.40	26.02	16	1.63	19.93	7	2.85
7	Five Points	190.58	16	11.94	644.32	201	3.21	5.73	4	1.43	0.00	0	0.00	8.15	40	0.20
8	Landfill Gate	301.24	27	11.16	217.99	84	2.60	12.34	8	1.54	0.00	0	0.00	49.59	50	0.99
9	River Road	1,510.14	131	11.53	2,459.67	821	3.00	34.87	17	2.05	53.46	39	1.37	839.12	320	2.62
10	Yeatesville	289.65	27	10.73	408.81	127	3.22	3.16	3	1.05	47.24	29	1.63	101.97	39	2.61
	Subtotal North	4,209.37	408	10.37	5,469.33	1,827.00	2.99	79.81	52	1.53	186.66	122	1.53	1,629.13	643	2.38
	Total	6,597.44	619	10.66	7,900.48	2,640	2.99	135.71	83	1.64	266.53	179	1.49	2,076.66	864	2.40
		38.86%	14.12%		46.54%	60.21%		0.80%	1.89%		1.57%	4.08%		12.23%	19.70%	

	Site	Compactor MSW			Bulk MSW			Recycling			Metal/White Goods			Yard Waste		
		MSW Tons	MSW Loads	Ton/Load	Bulk Tons	Bulk Loads	Ton/Load	Recycling Tons	Recycling Loads	Ton/Load	Tons	Loads	Ton/Load	Tons	Loads	Ton/Load
1	Chocowinity	2,980.37	271	11.00	0.00	0	0.00	42.10	19	2.22	0.00	0	0.00	0.00	0	0.00
2	Mega Site South	1,838.85	168	11.00	0.00	0	0.00	14.00	3	5.00	79.87	32	2.50	547.52	0	0.00
	SubTotal South	4,819.22	439	10.98	0.00	0	0.00	56.10	22	2.55	79.87	32	2.50	547.52	0	0.00
3	Cherry Run	2,020.03	184	11.00	0.00	0	0.00	7.29	8	0.91	50.94	40	1.50	0.00	0	0.00
4	Pantego	961.45	88	11.00	0.00	0	0.00	3.61	3	1.20	0.00	0	1.50	0.00	0	0.00
5	Ransomville	674.42	62	11.00	0.00	0	0.00	12.61	9	1.40	0.00	0	1.50	0.00	0	0.00
6	Mega Site North	6,022.80	548	11.00	0.00	0	0.00	56.10	12	5.00	126.72	85	1.50	1,629.13	0	0.00
	Subtotal North	9,678.70	882	10.97	0.00	0	0.00	79.61	32	2.49	186.66	126	1.49	1,629.13	0	0.00
	Total	14,497.92	1,321	10.97	0.00	0	0.00	135.71	54	2.51	266.53	157	1.70	2,076.66	0	0.00
		85.40%	30.13%		0.00%	0.00%		0.80%	1.23%		1.57%	3.58%		12.23%	0.00%	

HAULING COST ANALYSIS WITH MEGA SITES

EXISTING

	Site	Total Tons	Total Loads	Avg Min/Haul	Haul Minutes
1	Aurora	3,430	783	60	46,980
2	Buck Jones	1,333	345	105	36,225
3	Chocowinity	740	207	75	15,525
	Subtotal South	5,503	1,335		98,730
4	Cherry Run	2,472	687	45	30,915
5	Pantego	1,091	252	90	22,680
6	Ransomville	733	128	90	11,520
7	Five Points	849	261	60	15,660
8	Landfill Gate	581	169	37	6,253
9	River Road	4,897	1,328	70	92,960
10	Yeatesville	851	225	62	13,950
	Subtotal North	11,474	3,050		193,938
	Total				
		16,977	4,385		292,668

PROPOSED

	Site	Total Tons	Total Loads	Avg Min/Haul	Haul Minutes
1	Chocowinity	3,022	290	60	17,400
2	Mega Site South	2,480	203	90	18,270
	Subtotal South	5,503	493		35,670
3	Cherry Run	2,087	232	45	10,440
4	Pantego	965	91	90	8,190
5	Ransomville	687	71	90	6,390
6	Mega Site North	7,735	645	60	38,700
	Subtotal North	11,474	1,039		63,720
	Total	16,977	1,532		99,390

- REDUCES LOADS BY 2,853 LOADS.
- REDUCES HAULING MINUTES BY 193,278 MINUTES.
- REDUCES HAULING COSTS BY ~$500,000.
  - ASSUMING $2.63/MINUTE HAULING COSTS.

ANNUAL IMPACT TO BUDGET

• Reduced Site Operations.	$ (230,000)
• Reduced Hauling Minutes Savings.	$ (500,000)
• Reduced Rent Lease Savings.	$ (27,000)
• Additional Debt Service	$ 350,000
TOTAL ANNUAL IMPACT TO BUDGET	**$ (407,000)**

Chairman Waters said we're going to invite you to the planning retreat where we can ask questions and have more discussions on this but thank you very much.

Mr. Moore said travel time will be great for me because usually it's about four hours.

Chairman Waters said job well done, thank you sir.

Jail Update

Ms. Smith said there have been repairs made. She said two of the doors, recently, in the Beaufort County Detention Center, one was 44B. She said this is located in E-Block so it's just a single slider on one isolated cell. She said the detention officers notified the maintenance staff, they went down and took a look at it. She said the door was still operating, it was actually a flat bar that had been welded on to the existing door in order to cover an opening so that fingers or other objects couldn't go through. She said the weld had broken loose. She said that flat bar did end up coming completely off of that door so that cell was not operational, I believe, for a few days but that bar has now been welded back to the supporting door so that was taken care of on 12/30/21. She said there was also another incident on door 12A, which is the slider that goes into A-Block. She said earlier in December there was an issue where the door was not operating correctly. She said detention officers contacted maintenance, maintenance then went over to the facility when they were able to enter the facility and at that point and time the door was functioning and operating correctly however, they still contacted NTS to get a service call. She said on 12/29/21 a service technician came in to look at that door. She said he started disassembling the mechanisms, or the covering and getting into it. She said he was not able to find exactly what was causing the issue, so they contacted a secondary technician. She said he actually left Myrtle Beach as soon as he received the call, drove up, arrived somewhere around 5:00 PM or 5:30 PM that day, got in, got the door so it would function again that evening on a temporary basis. She said he came back in the next morning, because there was welding that was involved with the other door as well as that door, got the necessary permits, worked with the detention staff as far as inmate movement and they were able to permanently fix that door. She said the cause of the problem for door 12A is the lock pin in the door was not engaging so that's why it was not operating either manually or electronic. She said speaking with the maintenance supervisor it was actually the lock pin that's located at the very back of the housing unit, so they really did have to take quite a bit apart. She said he said it was a very small amount of metal rubbing against metal, but it was just enough to stop it from functioning properly so they were able to go in and grind that down and smooth it out so hopefully we will not have that problem anymore. She said as of all that I'm aware, as of today, January 3rd, all of the doors are functioning properly in the facility.

Commissioner Richardson said I have a question for clarification. He said so the rumors are not true saying that cells are not functioning to the point that staff is concerned about their safety.

Ms. Smith said I don't know that I can speak to rumors because I have never heard that rumor. She said as far as I'm aware all of the doors are functioning properly. She said again, NTS was here, again they are under a maintenance contract now. She said while they were here they wanted to go ahead and look at all of the doors but that's not a good thing to do something that intense without it being scheduled before hand, so detention staff is working with NTS to schedule their quarterly maintenance.

Commissioner Richardson said so those are all the reports that you've had about malfunctioning doors.

Ms. Smith said yes sir. She said any time we receive any report the maintenance technicians go there and work through or contact NTS to come in and to do it so I'm not aware of that.

Animal Control Update

Mr. Carnie Hedgepeth said it's been about six months since we have reported to you some things going on at Animal Control. He said if you remember there was a grant we had received, and some work has gotten started, and we've had some change over there. He said just to keep you up to date today on what's taking place at Animal Control, it's going to be Chief Sawyer. He said we hired Chief Sawyer in 2019, she came on staff as an animal control officer and she was promoted to chief in July of this year and I would just like to say her, with that I would just like to credit, under her leadership, her staff has done a tremendous job for Beaufort County and for Animal Control.

Chief Melanie Sawyer I just want to give you a brief state of the shelter report. She said we are fully staffed with full-time employees right now. She said we have a great working relationship within the shelter, and we are very passionate about the care of the animals we are in control of and as far as far as our community and educating and getting out into the public with a positive face for the shelter. She said I would like to take this time to introduce our officers. She said we have Officer Carmen Torres, who is a field officer, Ashley Jarvis, who is our shelter officer and Daniel Williams who also is a field officer. She said we do have one part-time position that we do hope to be filling soon. She said we've had three adoption events since September. She said one at Tractor Supply, which was held in September, we had one in October at the Shelter called Pumpkins for Paws, which was a big success and then we just had one in December called Unleash the Joy based on Christmas and we had pictures with Santa Paws and that was a huge success also. She said operationally things are going well. She said we were able to send three of our officers to a livestock training and handling at the Blind Spot Sanctuary in September and two of our officers went to a rabies conference in Wilmington at the end of September. She said I hope to have all of our officers eventually certified as animal control officers. She said we hope to get into our local schools soon because we all believe that educating our children one the basic care of animals and the importance of spaying and neutering is crucial. She said we have worked with our rescues, humane society, volunteers, and local veterinarians to get out as many as possible healthy adoptable animals and our adoption rate is now at 74%. She said before Chief Lassiter passed the shelter had received the grant, as Mr. Hedgepeth had mentioned, and the exercise area has been started and we hope to have it completed in the next couple of weeks. She said that's going to be exciting for our animals at the shelter and I just look forward to what this next year brings.

Vidant Foundation Community Paramedicine Grant Application

Mr. Chris Newkirk said Chief Hubbard and I would like to take a moment to bring you up to speed on a few initiatives that we're working on in Emergency Services, the first specific to our EMS program. He said we're currently pursuing a grant through the Vidant Community Foundation that would allow us to pilot and implement a community paramedic program. He said it's a term that may seem new to some but it's not in concept. He said a lot of rural areas have had some success with that, a lot of our neighboring counties have found some success with these programs and really the spirit of the community paramedic initiative is prevention versus cure. He said it's looking at some things that we can do in our community to prevent people from having to utilize our emergency services, EMS, healthcare providers and things of that nature. He said as we look at it specifically through the prevue of EMS we're really looking at the number of patients who routinely and frequently utilize our EMS, our 911 ambulance transports. He said as we look through our data just over the last year we have quickly identified 29 individuals in Beaufort County who have used it at least monthly, some more frequently than monthly, and when we go beyond the monthly basis we're looking at somewhere around 100 people who have used it at least every other month so those are draws and services that our EMS units are currently being utilized for that may be prevented through some simple measures that we might be able to take through a community paramedic program. He said one of the key things that communities that have implemented this type of system in the past, where they have really found benefits are those home visits and follow-ups after discharges. He said something as simple as making contact with that patient and saying hey, are you compliant with all your medicines, do you have all your medicines that you're supposed to be taking, do you know when you should be taking them, are the organized in a manner where you can routinely take them and stay in compliance with those medicines. He said simple things like that really goes a long way in preventing that person from having to call 911 again because a medical emergency occurred or having to use other health care provisions within our system. He said this particular grant from Vidant, we looked at as a total implementation cost. He said a full-time person, all the equipment, all the gear, all the training that would be required to implement this program. He said unfortunately Vidant Community Grant is an annual piece and what we would envision on this is we would continue, if this was awarded, we would continue to seek that funding through Vidant in subsequent years. He said with that I'll be happy to take any questions and again, we're just in the application process, this hasn't been awarded. He said we fully understand that if we're selected to proceed with that grant application we would need to bring it back to you for your blessing and consent from there.

Vice-Chairman Langley said so if you are approved, whoever you hire they will understand that their job is pretty much year to year and there's no guarantees with it.

Mr. Newkirk said the funding for that particular year we receive it would be through the Vidant grant and if we are not awarded that grant the continuation of that position would be at the discretion of the Board.

Commissioner Rebholz said I assume that the 117 or 120 people are spread out around the County.

Mr. Newkirk said yes sir.

Commissioner Rebholz said so one person is going to make the rounds for the whole County.

Chief Hibbard said yes sir, they'll be in a QRV similar to the QRV's we have right now. He said they will go out and do multiple assessments and one thing we can tell, what's causing this person to call an ambulance with such frequency. He said there may be other resources that they can get, either through the Health Department, through DSS or through Vidant itself in getting the correct resource to not continually call an ambulance for the problems that they're having.

Commissioner Rebholz said so what does success look like, how do you measure that.

Mr. Newkirk said that may depend on who we're asking to provide those metrics so for us, from the prevue of EMS, a successful program to us is have we seen a reduction in the repeat users of EMS. He said so the person who might have called 911 or an ambulance 30 times this year, were we able to reduce that. He said there are other providers in the healthcare system that have their own metrics. He said one of the big ones being readmissions at a hospital. He said that's one of the grading systems I'm sure you're all familiar with, with Medicaid and funding though Vidant. He said that's one of the things they would look at, how many times have these individuals been readmitted within that 30-day window and has the program been successful to combat that.

Commissioner Rebholz said that's sort of a different program isn't it.

Mr. Newkirk said it's one and the same so one program is benefitting multiple facets of healthcare.

Commissioner Rebholz said but you're not getting sent out to take care of people who just came out of the hospital necessarily.

Mr. Newkirk said a community paramedic could be.

Commissioner Rebholz said that would sort of be a change in the mission.

Mr. Newkirk said not for community paramedicine. He said it would be a change in what we view would be the typical roll of a paramedic.

Commissioner Richardson said he's right. He said the only reason Vidant is funding this is Vidant gets dinged if they have too many readmissions so if they go out and haul people back to the hospital at such and such a time it wasn't that many years ago that Vidant was knocked 2% of, I don't know, $40 million, which is a lot of money so the $170,000 that you're getting in a grant is making money for Vidant overall so they have an advantage in this. He said I'm not opposed to the program but as Commissioner Langley said the only way I will support this is if Vidant continues to fund it because Vidant is making money on this. He said our people are there anyway, our costs are the same regardless so there's not a benefit to the people of Beaufort County to provide this service as a continuing thing. He said there is a benefit to Vidant to provide this service for them so as long as they're willing to pay for it I don't have a problem with it.

Mr. Newkirk said for us, when we look at a community paramedic program, again, we have seen rural counties similar in size to us who have experienced those benefits of an improvement in quality of life, of better access to healthcare because of programs like this. He said when we look at an opportunity to apply through Vidant to pilot and give it a try here in the County we certainly want to take advantage of that, particularly if we're able to do it through grant funding and let's evaluate it and see if we get the same return on the investment that others have.

Commissioner Booth said I'm glad to see you doing it. He said we're a little behind. He said Vice-Chairman Langley and I were talking, and Commissioner Richardson and I have been to a meeting where they were doing this and it's very effective. He said Commissioner Richardson said our people are in place anyway, that's not true. He said they may not have to be there. He said some of these programs are, have you taken your insulin today, have you taken your medicine today. He said it is a cost savings to the County and I don't know whether Vidant is making money, I don't know or not, but I know it would be a cost savings to this County. He said I hope Vidant funds it annually and another thing about it. He said if you get the grant, keep the data, and show us the costs that you're saving this County and it might be beneficial for us to keep it going all the time.

Mr. Newkirk said it is a different perspective. He said I had a gentleman that was teaching me a class years ago that said the best emergency you can have is the one you can prevent, and we see a community paramedic program as a potential avenue for preventing a lot of things some of our citizens might encounter and we would like to pursue this grant and give that a try.

Commissioner Rebholz said is there anything we can do to help you in this process, I mean, is there a letter from this Board that would help.

Chief Hibbard said right now what we had to do was put a letter of intent for it and they will select if you are able to apply for the grant. He said really, until we get to that point we don't know what we will need in order to go forward with this grant. He said it may even take something like that.

Commissioner Richardson said the penalties that are put on Vidant are actually penalties because they've had to many returns so 2% on $40 million, let's follow the money, 2% of $40 million is $800,000 so they're giving us $170,000. He said they have a very good return on the investment. He said I have no doubt that you will be successful with this because it will lower their return rate to the point that they won't have to pay that, take that ding and everybody is making money with it. He said I don't want to see the County funding something that really doesn't help the citizens of Beaufort County, it helps Vidant.

Chairman Waters said just for your information, Commissioner Ron Buzzeo and myself went to a meeting, I think it's been 5 years ago, and this was discussed so it's taken us 5 years to get to this point and of course we still don't have it yet I think it's an excellent program and I commend you for putting forth the effort in getting the grant.

Mr. Newkirk said we look forward to hearing something back on it and hopefully we can stand before you again and get your approval in moving forward.

Application for Non-Emergency Franchise

Chief Hibbard said Med-X had come to us about doing a franchise application and they have actually contracted with Vidant to do transports from the Vidant campus here to Greenville and we had discussed that. He said legally they can do that without a franchise agreement because now Vidant Medical Center, Vidant Beaufort Hospital is a campus but in order to help out the only way they can do it and not be franchised is they go from Vidant Beaufort Hospital to Vidant Greenville only. He said they have, if they come out of Vidant Beaufort Hospital or Vidant Medical Center and bring someone to their house, that requires a franchise, so they went ahead and went through the franchise process. He said we reviewed the application; everything was good in the application. He said it was brought before the oversight committee, who recommended that we bring it before you all to actually okay the application or not, whichever be your will.

Chairman Waters said so this is the first reading and next month we take a vote on it.

Chief Hibbard said yes sir. He said I have a copy of the franchise application if anybody would like to take a look at it.

Commissioner Richardson said going to the page for the North Carolina Secretary of State, the Certificate of Existence is dated 2011, that should be updated. He said you've got a letter from a law firm that's dated 2011. He said you have the Department of the Secretary of State dated 2009 for incorporation. He said all those things should be updated.

Chief Hibbard said I can request those.

Commissioner Richardson said you should've already requested those, it's part of the application, this is outdated stuff. He said the other thing, our policy, I don't know if it's in our policy but in the past we've always discussed whether these ambulance services have an office in Beaufort Count. He said I don't know that that's a big issue with me but that's a question that needs to be asked. He said do all the people that are providing services here now, that have a franchise, do they have some kind of an office in Beaufort County.

Chief Hibbard said we have several that do. He said we have three that do not.

Commissioner Richardson said I don't have a problem with it either way, I just, wanted to raise the issue.

Chief Hibbard said in talking with Mr. Wyatt Overate, they are looking at putting one of their units at the hospital in Beaufort.

Commissioner Rebholz said what type of metrics did you use to decide we needed another transport service.

Chief Hibbard said it was just an application. He said they bring an application before us; it goes to the oversight committee. He said I have no game, either way it goes.

Commissioner Rebholz said we hope everybody that's providing this service gets a chance to succeed.

Chief Hibbard said yes sir.

Mr. Alligood said it is all free market. He said it is competition at its best and the best rises to the top, so we don't put any limits on anybody coming in and saying they want to provide service. He said it's up to them to see if they can make it in this market or if they can't.

Chief Hibbard said we've had several that have come in, didn't see the market for them and then left.

Commissioner Richardson said if they comply with the requirements of our ordinance we can't refuse them. He said that's what it comes down to.

See Addendum 4

USFA Assistance Firefighters Grant Application

Mr. Newkirk said the second funding initiative that we're currently pursuing is a grant through the Assistance to Firefights grant, it's a FEMA grant that's offered annually. He said there are several different application venues in which an agency or department can submit for, each individual department can submit, or counties or municipalities can submit for group projects or regional or county projects. He said that's what we are pursuing now, in collaboration with the fire chiefs and EMS captains throughout the County. He said the funding that we're requesting is to purchase portable Viper radios for all of our first responder agencies. He said I know on many occasions our office and the Sheriff's Office have stood before you and talked about the cost of Viper radios and the changes that are coming with that and that is what we are hoping to target with this grant. He said unfortunately, because of the population of our county we're maxed at $1 million so we're really trying to get the best bang for our buck on $1 million. He said it's a 90/10 match, with the 10% being a local match and the individual departments have agreed to cover that 10% out of their existing budget. He said so we're moving forward with that. He said unfortunately this is a slow grant process, the application window is due in about two weeks, and it will probably be late spring, early summer before we know whether we made it past the first hurdle and any awards that typically come from this grant are early fall or winter so it's probably going to be October or November timeframe, of this year, before we know whether or not we have received this grant.

Chairman Waters said how expensive is one individual hand-held.

Mr. Newkirk said obviously it depends on the specs of the radio. He said we are, we've priced a lot of different options but they're somewhere between $6,000 and $9,000 per radio. He said that is a portable radio, the lapel mic, a spare battery, and a charger. He said all of the radios that we are currently pricing are what's known in the industry as P-25 compliant, meaning it's prepared or capable of functioning beyond the next Viper update, which is coming in a year or so.

Commissioner Richardson said I don't claim to be an expert on radios but over the last 5 or 6 years I have sat here through fireman who have said they couldn't talk to people on the communication system, deputies that have had problems communicating on the system. He said we put in the eight transmitters or repeaters or whatever they are. He said we've spent all of this money and all I've heard is Viper radio, Viper Radio, Viper radio, appropriate more money, appropriate more money. He said I thought everybody in the County had a Viper radio based on what I've heard go on here so are we having problems with people who can't receive signals now.

Mr. Newkirk said our first responders in Beaufort County are essentially operating on two different radio systems. He said the majority of law enforcement and all EMS are currently operating on the Viper system. He said our Fire Departments are operating on the old VHS system, which is what the Commissioners updated four or five years ago, we made upgrades to that system. He said Communications, like many technologies, are evolving very quickly and industry conversations

and in communication circles everything is trending towards Viper because of its reliability in signals, the number of channels they can utilize, the number of users they can put on a network, the security of the communications, all of those things that are important in the communications world and the community are trending towards Viper. He said VHS is used for notifications of first responders and that's where we're currently using two different radio systems. He said so if someone called 911 right now and said I've just been in a vehicle accident the notification to first responders is paged over the VHS system and then you have EMS and law enforcement talking on Viper and fire departments talking on VHS and that's how we currently operate at the moment. He said the cost of Viper radios, the things that the radios can do, it's no longer the handheld radios we were accustomed to. He said these are essentially computers. He said they're programmed as such; they function as such and they're pretty elaborate in their capabilities.

Commissioner Richardson said I don't have a problem if you get a grant for doing this, but I just thought this problem had been solved over and over again until I'm somewhat perplexed. He said I really think what all you guys are doing is working for Motorola putting money in their pocket because that's what I think the game is about.

Chairman Waters said does each fire department, do they have one Viper radio.

Mr. Newkirk said it depends on the department. He said some departments, because of their operational budgets are better prepared they've been able to purchase radios in the past, but we do have some departments that only have one Viper radio right now.

Finance Report

Ms. Anita Radcliffe said with this being the first working day after the month end of December, quarter end, year end of December, the financial information is not available tonight and I was hoping you would allow me to email that information to you before next Monday, the 10th.

Chairman Waters said that is fine.

Ms. Radcliffe said I do have some exciting news on our debt. She said you might remember that when we did all the debt refinancing last summer there was a portion of the school bonds that were taxable, which carried a slightly higher interest rate than the on-taxable bonds did and Key Government, the agency or the bank that refinanced the bonds for us gave us the option, it was called a Cinderella option, to exchange those taxable bonds for non-taxable bonds on January 6, 2022. She said I'm happy to announce that we've done that. She said we signed those documents right before the Christmas holiday, it will take effect on Thursday and our rate is being reduced from 1.48% to 1.17%. She said that's going to produce savings of $70,138 over the next seven years and that's in addition to the $4.3 million that we saved in the summer with the original refinancing.

Chairman Waters said so you couldn't get zero, but you got close to it.

Ms. Radcliffe said well 1.17% is pretty close.

Mr. Alligood said just one item to ask you about to start with. He said it was based on a public comment that was asked earlier tonight. He said historically what we've done when there has been a request that has come forward to this Board, we have sent a letter to DOT asking them to study the area for a speed limit reduction. He said is that an action you would like for us to take based on the comments that were made tonight, in the Sydney area. He said would you like for us to ask DOT, to send a letter to DOT asking them to study the area for potential reduction.

Motion: Chairman Waters motioned to have Manager Alligood send a letter to NCDOT asking them to conduct a study in the Sydney area for potential speed limit reduction. Vice-Chairman Langley seconded. The vote was unanimous.

County TV Channel and Broadband Update

Mr. Alligood said the update on the County TV channel and broadband. He said starting with the broadband piece, still waiting for some additional information from the state on the final Great Grant piece. He said that's still being worked through. He said you know that was part of the budget. He said the Association is working hard on analyzing some of those things and we're waiting on hearing about that. He said we did have some conversations with Charter Communications

about where they are and when they anticipate their roll-out based on RDOF and then using some additional Great Grant funding, with some assistance from the County, to try and seek additional areas where they are already committed to the federal government to provide service based on RDOF. He said we're waiting to hear from them. He said they laid out some potential options. He said they were going back and trying to match some addresses over top, we gave them some GIS information to take and lay over top their maps to see what kind of numbers we were talking about, number of households specifically they thought they could pick up in addition to the RDOF requirements they already had so more to come with that. He said the TV channel update for you, we got the piece of equipment in last week that is going to the head-in here that will allow us to upload stuff and schedule stuff. He said Altice is actually, today is their holiday for New Year's so when I followed up with the gentlemen today he said tomorrow, when all their folks got back in, once their mid-Atlantic team got back in place after the vacation they would start working on those and figure out exactly what they needed to do to get that piece of equipment up so I don't know what kind of timeframe that's going to take but we have the piece of equipment, it's been sent to Altice/Suddenlink. He said they have it, it's here in Washington at their head-in and is in the process of getting that put together. He said hopefully, I don't want to make any promises to you because we're on their timeframe but maybe next meeting, maybe not. He said I just don't know until they get it installed.

Commissioner Walker said please make that an agenda item for our workshop, to talk about a position, possible position, to run this thing and this thing in general.

Courthouse Security Agreement Renewal

Mr. Alligood said the next thing you have is a request regarding Allied Universal Security. He said as you're aware they provide courthouse security services to the County. He said they had a change in their client manager, John Meadows, and when he went back and reviewed the contract that we have with them we are due for a new three-year contract. He said in that new three-year contract they are proposing that there be some hourly adjustments to the existing staff, some market increases so they can continue to find quality folks to fill those positions. He said you have that information attached. He said you have their market study, you have the email, you have a copy of the contract. He said it is roughly an impact of roughly $22,652, based on those additional salary numbers. He said that's a new three-year contract that would essentially be effective January 1, moving forward, if the Board so chose to move forward on that. He said there are alternatives to this, and we always list you some alternatives. He said that alternative is you could just do away with it. He said the other alternative is, which we've had some discussions before is you could have some negotiations with the Sheriff's Office for them to assume that. He said I have had at least one conversation with one of the Commissioners, he's probably going to have some comments about it, as to whether that needs to be an armed service instead of an unarmed service, as it is right now. He said I reached out to Mr. Meadows today and he very quickly turned some numbers around on what that would be if you made that an armed service instead of an unarmed service. He said it's a pretty significant increase. He said if that is something you wanted to consider the armed piece doesn't necessarily do anything for you except put a side arm on them. He said it doesn't give them arrest powers, it doesn't give them anything additional. He said if you believe there ought to be an increase in security my suggestion to you would be we look into negotiating with the Sheriff's Office on essentially assuming those duties at the start of the budget year. He said there is opportunity to do that in a manner that if you wanted to increase the level of security there, and that is strictly a policy decision by the Board, if you wanted to do that I think it makes more sense to do it with the Sheriff's Office on an in-house basis than to go outside but that's not what this is about, this is simply an alternative for you. He said this is a policy decision for you to decide what you want to do. He said based on this our recommendation is this is a new three-year contract based on new numbers with an increase of $22,652 on an annual basis.

Commissioner Rebholz said the other day I had the opportunity to go to the courthouse and I've got to tell you there isn't any security there. He said I walked in, and they asked me if I was an attorney. He said I said no, I'm a County Commissioner and the guy said oh, just right on through. He said I went through the metal detector and of course it went off because I had a phone and a knife in my pocket, and he said just come on. He said they've had incidences there where the security has no, the only thing they do is report. He said they call 911 and hopefully someone responds and usually it's going to be the City of Washington who responds. He said I think we need to take a look at providing better security for those people, a courthouse is a high-risk area. He said there's lots of tension going on there, there's people that don't want to be there, obviously and are forced to be there for one reason or another and there's lot of emotions involved, and we need to ensure those judges and those people who work in that courthouse are protected. He said even when they call 911 sometimes they don't get a response. He said I don't have the answer, I'm just saying we need to take a better look at it.

Commissioner Richardson said actually before we went to this system the Sheriff had a very good system providing security, which was on the second floor with metal detectors and the use of bailiffs. He said it worked, it was very effective, and I voted against doing this to begin with. He said I'm still against doing it. He said I think we're already paying the Sheriff to do it but it's not getting done, it's a waste of money in the long run. He said the first floor doesn't need anything like the kind of protection that the second floor does.

Chairman Waters said my question is can we extend this contract until July 1st on a month-to-month or all the way to July 1st to give a chance to discuss it during the budget workshop.

Mr. Alligood said I think you can. He said we're essentially on a month-to-month with them now because we don't have a, we're under a continuing month-to-month contract with them so you can certainly do that. He said I can certainly say to him the Board wants to have some additional discussions about what this is and how it's done and I'm sure they'll be happy to do that. He said what they said is we're happy to modify our arrangement. He said if you want the supervisor to be armed and the other folks not to be armed we can do that, we can do whatever. He said they're there to provide a service so I think what we can do is say that to them but obviously we don't need to drag it out t much longer.

Chairman Waters said I would like to see us explore the Sheriff's Office provide the security.

Commissioner Booth said the thing about it is, and Commissioner Richardson was basically correct, but Commissioner Rebholz was just as far off as he could be. He said on the second floor everyone has a gun. He said on the first floor nobody has them. He said on the second floor you've got the bailiffs up there, highway patrol up there but you don't have a bailiff in the Register of Deeds office, you don't have a bailiff where you used to work at so when you start putting these things out there we need to put it out there as factual and see what happens. He said I don't mind the Sheriff, I mean you're talking to the Sheriff but the question I have, do we have any control. He said those people down there don't show up you send them on out the door, but the Sheriff has told you he's running his office how he wants to run it and that's all I have to say is we need to be very careful in what we do.

Commissioner Richardson said let me just add to that, I agree with you. He said what the Sheriff had that was effective was in screening people going into the courtrooms and that was very effective, so we need to talk about all this stuff.

Mr. Alligood said so I guess the question from me, as I talk to him tomorrow is am I hearing that the Board does want some type of, my first question is do you want to continue this service somehow, someway. He said do you want security to continue at the courthouse. He said if you do then we explore the other opportunities. He said if you don't then come July we just say thank you but July 1 we're out of the business.

Commissioner Booth said let me ask you a question, if we go back with the Sheriff have you put the numbers together of what the costs would be versus what we have now.

Mr. Alligood said I can give you some rough numbers and just based on what he sent me today. He said what he said was if you want armed service, if you want to increase that to an armed service than the number is $267,155 a year. He said you want to continue with what you have and give that bump in salary to make sure we continue to have folks than its $171,891 per year, which is an increase of $22,652 above what you're currently paying. He said if you say we like what we've got, we want to stay with what we've got and we're going to increase it by $22,000 and make sure Allied Security is going to hire good folks, if that's what you say is your baseline than you could add $48,000 to that number, which would be a total of $22,000 plus $50,000, so $72,000 and you could have the Sheriff's Office provide four deputies. He said he's already got a chief, or a sergeant over there so you don't need a supervisor, so they would provide four deputies to do that, and they would use existing vehicles, so you wouldn't have to throw in additional vehicles because that's where we kind of got stumbled last time when we had these conversations. He said the conversation I had today with Chief Deputy Rose today was about those and I said is there a possibility to do that and find those vehicles and he said yes but you've got to make sure we get back on the rotation we originally had over the last couple of years on replacing the vehicles, which was ten. He said that's where we got to, and I would agree with that. He said the number of vehicles, we had gotten to ten, we agreed that was a good number of vehicles to stay at, so we weren't constantly replacing those vehicles and get to far down. He said we've gotten away from that and for them to be able to take four vehicles that we were going to roll off and now put four folks in them, there's also the opportunity to use those folks for transports after hours and do other things that we don't get any additional benefit from through the existing service so that's about $72,000 gets you that service. He said if you said I want the armed service from Allied, I want them to be armed, that's going to cost you $267,155. He said well then you could put four deputies in place in the exact same scenario I just said, and you could save $55,000 because it

would be more to pay Allied to have armed folks there and that's because they have to have a supervisor there. He said you don't have to have a supervisor if you put four deputies there. He said they already have a supervisor in the building. He said so those are your options.

Commissioner Booth said are you adding the car cost in there.

Mr. Alligood said I am not adding any car cost because the Chief Deputy said I can absorb those with vehicles that we have that we would roll off just so long as, we would hang on to additional vehicles we would roll off just as long as we can get into the replacement schedule back to ten, if we can replace those vehicles then we would be able to absorb that. He said I think he's back there.

Commissioner Rebholz said if just delay this right now until we have further discussion on it what would we need to do to maintain what we've got. He said do we have to give them a raise now.

Mr. Alligood said I don't think we do. He said I think they're asking for that. He said I think we've got to be, that's why I said this Board needs to make a decision fairly quickly, so we don't string them along. He said it's not fair to the vendor we have to say we're going to play you along. He said the Board needs to have some conversations and decide what you want but move fairly quickly.

Vice-Chairman Langley said we can do that at the retreat.

Commissioner Walker said I think the retreat is the perfect excuse for this to say we're going to kick the can down the road a little bit and we're going to look at it, but I want some assurances that we're not going to get a letter that we're going to kick all these people out, like the school did from the Sheriff. He said that's what I'd like to have.

Mr. Alligood said so there is an opportunity, obviously, it's pretty clear and we've had this conversation with the powers that be, legally you have the ability to reduce the Sheriff's Office budget in the middle of the year if you want to. He said there's no restrictions that says you can't do that so there's obviously the ability to put an agreement together with the Sheriff to say if we fund you four positions for courthouse security you'll provide courthouse security. He said if you say I'm not going to do that next year and I'm going to put them on the road then you take that money out of the budget. He said it's an honest conversation to say that's a service we feel we need; we're willing to pay for that service and if you don't provide it then we're going to withdraw it. He said I don't' know how anybody has an issue either way.

Commissioner Richardson said why is it four positions and not three.

Mr. Alligood said it would be two at each door. He said that's currently the way it's set up so they're manning the metal detector and then someone also to assist so that's the way that's set up. He said it's two and two and then one supervisor through Allied right now.

Chairman Waters said do you need anything else from us right now.

Mr. Alligood said I think I've got some direction. He said I will let them know some additional conversations needs to have about this regarding armed service and any additional things and we'll get back to them as soon as possible.

See Addendum 5

NC Department of Justice Response

Chairman Waters said the next thing on the agenda is the North Carolina Department of Justice response to Commissioner Deatherage. He said I'll ask that you turn to page 174, and I'll read one paragraph, it says "we have reviewed your email, NCGS 14-234 and NCGS 143-129.8. The small county exemption does not apply to contracts that are bid under Article 8 of Chapter 143 of the General Statutes. See NCGS 14-234(d2). The contract that is subject of your request was publicly bid using the RFP process under Article 8 of Chapter 143 of the General Statutes, specifically: NGCS 143-129.8. As such, the small county exception did not apply.".

Commissioner Richardson said Mr. Chairman, I want to read the next paragraph and make a statement. He said the next paragraph right underneath that says "Please not this is not an opinion of the AG's office, formal or otherwise. It has not been reviewed and approved in accordance with the procedures for issuing a formal Attorney General's opinion.". He said

I looked up that chapter, that section that they claim applies, that you guys' claim applies. He said that section has to do with the building of buildings. He said it does not have to do with the providing of services so what you guys are doing, I don't understand why this is even on the agenda for tonight but what you guys are doing is smearing a Commissioner to make yourselves look good when actually what you did was you cost the County about $30,000 in additional expense just so you think you're going to make Commissioner Deatherage look bad but I got news for you, you're the guys that look bad because you're proffering false information.

Chairman Waters said it was discussed and it was some conversation and I just think it needs to be in the public record what the response was. He said that's why it was on the agenda.

Commissioner Richardson said well I just want the public record to be clear this is not an official Attorney General's opinion and the article that they refer to and that you guys keep referring to, I've read it, most of it, it's a long article, it has to do with the construction of buildings and stadiums. He said it does not have to do with providing of services and it does not apply.

See Addendum 6

Sheriff's Office Staffing Report

Commissioner Richardson said we need to clear up some things. He said I would ask this, your staffing in the department, again, going back to the rumor mill, which I understand is the rumor mill but still people come around me and they say things and they call me, and they say things. He said one question I have, is your jail administrator still employed. He said did he or she resign.

Chief Deputy Rose said Laquita Latham, who has been our jail administrator since Kat Bryan retired, she has turned in her resignation. He said she's got some personal things that are going on, some positive, some negative, she has turned in her resignation. He said she's going to stay on in a part-time roll to help us transition into where we're going to be going with the new leadership of the jail. He said the last couple of weeks Captain Jeremey Hewitt has been assigned to be our jail administrator, temporary, permanent, as temporary-permanent as things go at the Sheriff's Office. He said he's worked at the Sheriff's Office for 17 years, he and I have worked together closely since we both became sergeants on patrol so I have the utmost respect for his abilities as far as leadership and organization and I think after a brief period of little bit of tension, probably some more turnover when it comes to personnel I think we're going to actually see through his leadership we're going to be able to advance beyond where we've been over the last couple of years. He said it's just going to take a little bit of time. He said while I've got the floor on that, we do have a good number of openings. He said I think I've mentioned at the last couple of meetings that Pitt County is really, they've recruited hard out of our detention center. He said they've hired two from us, we've also had a couple more leave and of 20 FTE's we have at the jail we actually have eight openings right now, so we were running at two or three, we've had some folks leave, we were pretty much at a full court press. He said one, we're going to move folks temporarily, folks that have had jail experience, folks that are certified that are in different rolls in the office that are helping out with the staffing and we're also recruiting as heavily as we can. He said like a lot of other industries and businesses, whether it's private or government, Covid has had its effects. He said the rate that we hire at is right on average for comparing to Washington County or Pamlico County. He said Craven County pays more at the onset, Pitt County pays more so we're running into those challenges. He said we're going to be fine. He said I am not; I worry about everything, and I'm concerned about everything, but I'm not worried about us having to shut the doors at the jail for lack of staffing. He said we'll get through this time, and I think we'll be better after it.

Commissioner Richardson said would you care to comment on the rumor that the issues in the jail have to go to safety.

Chief Deputy Rose said sure, I think anything that doesn't work exactly how it's supposed to when it's supposed at a time when it's supposed to, that is an emergency and that's a problem. He said if you've got a block that has six people in it and four of those six are fighting and you can't get in with the resources you need to or get out with the resources that you need to at that time it's about as big an emergency as you can have so I think if, and not making light of situations, those are the talks that you will get from officers and they are valid, 100% valid. He said I will also say that in my time that I've been, the last 7 years, and three years before that when I was Captain on patrol, I've made the call where if we can't get the door open that we will destroy the building to get people in or out of. He said we've had the fire department with the jaws of life, where they were ready to put metal to steel to get into and out of where we need to and that is always going to be an option that we have if we're talking about the differences of people getting hurt or people not getting hurt. He said I have

not specifically heard a concern from the jailers about the door systems or being a safety issue except for when they're trying to get into a door because something's going on and they don't work right then that is a problem and a concern, but we get those fixed.

Commissioner Booth said you said Pitt County is recruiting your people.

Chief Deputy Rose said yes.

Commissioner Booth said how are you going to stop that. He said you said there's money issues, a few years ago there was money issues, and we made an adjustment and it quieted down. He said now it's right back. He said are they actually calling over here and contacting your people.

Chief Deputy Rose said yes. He said we've had a couple of people that have left, they've moved to Pitt County, and they applied and got hired on, stuff that makes sense and then it becomes like it would anywhere else. He said you've got friends that are different places and then they're making phone calls to people they've known forever and saying hey, we've got openings over here, why don't you look into coming.

Commissioner Booth said so Pitt County got eight of our jailers.

Chief Deputy Rose said no, I didn't mention that. He said I said we had eight openings and I know of two that have directly gone to the jail over there, but I also know they're recruiting.

Commissioner Booth said we do it.

Chief Deputy Rose said we do, I mean we do the same thing, I'm trying to give information to really what's leading to where we are.

Commissioner Booth said what I'm getting back at is when we had this issue before, I don't remember if you were Chief Deputy or not and we adjusted jailers' salaries and that was to keep them here and they quieted down and now it's back up and that tells me that it's something else besides salary. He said I mean there's got to be something else besides salary if all of a sudden it jumps up. He said is it moral, is it something we've done.

Chief Deputy Rose said well moral definitely has a play. He said I think that, I will say that money up front is a talking point, probably more up front than anything else. He said that might get the hook in but then after that, really after about 6 months or so everybody gets used to what they have and the bills are the bills and then you start getting into the quality of life issues, the facility issues and things like that and I'll say I grew up in Greenville, I grew up in Pitt County, I moved to Beaufort County when I got hired on by the Sheriff's Office. He said I still have a lot of friends that live in and work in Greenville and Pitt County and it is a different level of work. He said if you've got four people that are running a shift for 12 hours then every task, everything that goes on is going to be taken care of by those four people. He said whether it's rounds, whether it's meals, whether it's fights, whatever the task that you have for that whole day are going to be covered by the four that are covering that day, where it is different in Pitt County where you have a much larger facility, has a lot more inmates and a lot more resources. He said you go into work at Pitt County, and you may be assigned you're doing intake today which means that you're going to be at this spot and that is going to be your roll all day. He said if they have three arrestees then you do three, if they have twenty then you might do twenty. He said there's more specialization when it comes to the job if you have more resources and more people than opposed to if you have less. He said it is more of a grind for our folks than an agency that is larger.

Commissioner Walker said is Pitt County offering bonuses that you know of.

Chief Deputy Rose said not that I've heard of as far as sign on bonuses but where they can go is, I try to keep up on trying to see the information as to what they have, what they spend, the resources that they have, and they can throw more money initially. He said they also have more people, they also have more supervisors so if you look at an agency and you get hired on you say okay, there's eighteen supervisors, that's eighteen chances I have to advance over the next couple of years whereas at our office you might have four opportunities, so all of those things come into play. He said I haven't heard anything amazing that comes out of the recruiting and I will say Pitt County has had openings for years. He said they may have 20 or 30 openings, but they also have 150 people that are working at the jail. He said where we might have eight openings and it be really crushing to us, they could have 30 openings and it would be okay.

Commissioner Walker said the movement is certainly heading west because the schools are having problems losing people to Pitt County and I would imagine Pitt County is losing people to Wake County.

Chief Deputy Rose said that's sort of the nature of the beast.

Commissioner Walker said it is money as far as teachers and others that I'm seeing.

Sheriff's Office Surplus Vehicle Report

Commissioner Richardson said I think you've pretty much answered as far as automobiles. He said it looks like you've sold a lot of them so that takes care of my question about the surplus of vehicles that we had.

Chief Deputy Rose said we, this is a reminder, we had, going into this budget year there were some cuts that were made in the overall number of employees that we had so there was going to be surplus that we need to do because we need to keep our fleet to the point where, I don't want to have cars that we can't take care of so there was a number of high mileage cars of whatever division that had them that we needed to get rid of so we did. He said we're also in a situation where, through the negotiations in the budget that there was going to be an addition of four deputies back so we needed to keep cars available for those deputies and then to remind even further, because of the Covid supply issues and things like that, vehicles that we ordered actually two years ago now, we are just now getting to the point that we have them now and getting them outfitted and that was four vehicles. He said so not the ten but four vehicles so going into next year that is four vehicles that we've added to the fleet in three calendar years. He said so we are, right now we are in a position where we have surplussed some, we have what we need for right now and that was in the comments that I made to the manager is that we are okay numbers wise but anything we look at in the future we would need to make sure that there's an understanding that we have, that sort of constant ebb and flow so we replace the high mile vehicles before they get dangerous.

Commissioner Booth said touch on that where you gave us those vehicles back to make your budget where you could get some radios or something. He said we didn't cut your vehicles. He said you got the money for the vehicles, but you used it for radios, am I correct.

Chief Deputy Rose said yes, and if I said cut, yes, that was this year. He said now the year before, we went from being appropriated funds for ten vehicles to right at four vehicles. He said that was the year before but the two years prior to that it was at the level where it was twice that amount of funds, not $200,000 but $400,000 and that was with the understanding that would be sort of that constant number, better for budgeting, that there would be less years where we could go from two to three and then we come back to you and go, well now we need twenty. He said so that is, and please correct me if I am wrong on that, but that is my recollection of the conversations that we've had throughout the years on that.

Commissioner Booth said correct me if I'm wrong, but I thought you got the money, you said you could do away with the cars, but you still got the money and if memory serves me well, I'm getting kind of old now, but I think you already, or you did something.

Chief Deputy Rose said that's this year.

Commissioner Booth said for the ten cars.

Chief Deputy Rose said no, it was not ten it was $200,000.

Commissioner Booth said but we had put you on a ten-car rotation.

Chief Deputy Rose said sure but that was previous to the cut getting down to four. He said in this budget year the funds were right at about $200,000. He said there was a conversation at the budget workshop where it was brought forth, and flat out, the feeling I got was that if something didn't happen, that $200,000 was going to be cut dead so I made the request at that particular point in time, since we were in a year that it was difficult to purchase vehicles because of supply issues that instead of using those funds on vehicles or absorbing a cut of $200,000, that maybe we could tackle what we really needed to work on at that particular point and time, which was radios, instead of piecemealing four or five radios with what we had, using money that I thought was going to be cut for something that we need a little bit more and once again, if someone remembers that differently than I do.

Chairman Waters said you're right. He said do you want to move on to the ankle bracelet program.

Report on Ankle Bracelet Program

Commissioner Richardson said the ankle bracelet program was started, I don't, 15 or 16 years ago. He said the purpose was to reduce the population of the jail under certain circumstances. He said we've had, and I stopped getting reports on this and I didn't worry about it, about three or four years ago. He said we get a report every month on how many people, and we had 15 or 16 people on ankle bracelets, maybe down to 10 or 11 sometimes. He said the way that system works is they're monitored, they have to be certain places under the program, but I've asked for the ankle bracelet report again, beginning about three or four months ago and I was surprised to see we've only had four people on the ankle bracelet release for the last three or four months. He said this particular report does not show what they are charged with. He said the first reports that I got showed us what they were charged with, and I would like for you, when you give us the report every month, to go back and tell us what they are charged with because the people that were on ankle bracelet release, some of them were charged with murder. He said some of them were serious offenses. He said I think we need, and I realize the ankle bracelet release is controlled by the judges, I don't have a problem with that. He said the Clerk was good enough to provide, signed by Judge Sermons pretrial release with electronic procedure, this is the procedure for getting someone on pre-trial release. He said I would like to see us take a look at how we can get more people on pre-trial release because that saves the County a lot of money, it lightens the load in the jail, it makes it easier on the officers that we're always short and these people are out worrying their mother and their wife and I can't think of a better place to be if you've got an ankle bracelet and you've got to stay in a certain place other than to have to put up with your wife and your mother all day because they're going to want you out of there. He said so that's a very justifiable punishment whether you're guilty or not. He said is there anything we can do that will enhance this program to get more people on ankle bracelet release. He said I'm thinking in this case, I thought I saw something in here and you can correct me if I'm wrong, that you had to make bail in order to be on, no, you didn't have to make bail to be on ankle bracelet release. He said but if you have people that are charged with serious crimes on ankle bracelet release why couldn't you take some of these people that are given a problem over with probation and parole, put them on ankle bracelets and let them sit at home with their relatives for a while. He said I know that they complain it's a problem to get them in the jail, sometimes there only in there for a few days, sometimes they're in there for a while but I can't see the County feeding and clothing these people and providing medical services for these people when we don't have to. He said what do we have to do to get more people on ankle bracelet release.

Chief Deputy Rose said you said a lot, that was a lot to really digest. He said there were several things. He said I really can't speak to probations roll, they have their own ankle bracelet monitoring, I really don't know the criteria that goes in there but that could be something, of course, we could try to have conversations with them. He said really the biggest drivers that I have seen and really have seen over the last couple of years that, since I've started paying attention more and more is that a lot of the numbers that you'll see are going to be reflective of the total population of the jail so the numbers, of course I think if the number of the total population goes up the number of people that are going to be eligible for the pre-trial release program on a local level, one of the things you hit on is if you make bail then you don't need to be in jail. He said however, one of the issues that we do run into is we may actually have a candidate for pre-trial release based on the charges that we have on them, but they may be charged in three or four other counties and have bonds or charges in other counties. He said even then we try to play the system, when it comes to the bond game, because usually Beaufort County has lower bonds than any other counties bonds because of how things have been for years so if they do have a bond in Craven, Pitt and us and ours is usually the lowest, we try to have them housed in another County that has a higher bond. He said so that is probably the biggest issue that goes along with the bond itself. He said to us it is a conversation we have on every inmate that we have in the jail that looks like they're going to stay for an extended period of time. He said if somebody gets in there on the weekend, on Monday or Tuesday we're going to look at their situation, look at what they're charged with and even if we don't get an application from the defense counsel or the public defender's office we're already engaging with the inmate trying to see what the deal is and we'll do the paperwork and get it before the judge, even if it's not being done by the defense counsel or the DA. He said there are some, and you've hit on it in years past, where there's strategies and techniques so you get an inmate that's charged with a crime where the total sentence they can be convicted with and is charged with is 30 days the defense is going to let them sit in jail for 30 days and then use that as leverage for a deal with the prosecution saying they've already done the time that you can get them let's do something with that so even if you do have some candidates that are ready for pre-trial release sometimes the defense counsel or the DA isn't going to go along with that. He said when I was on the road, when I was working and trying to arrest as many people as I could I wanted the population in the jail to be as high as it could. He said now I'm in a roll where I understand that once we have

them we have them until we don't, I would like to see as few people in our jail as possible so any ideas that could come from the Board, or anybody, that could eliminate a need to have somebody incarcerated in Beaufort County for a long time, I'm all for it.

Commissioner Richardson said well I think we should talk more about this because there is a history of having a lot more people on pre-trial release and I think that maybe we should talk more about this, maybe have it back on the agenda at the next meeting if you will put some thought into it and see if you guys will come up with some way the Commissioners might be able to help to get more people out on pre-trial release.

Chief Deputy Rose said in my dealings with Judge Parker and Judge Sermons, they have been more than willing to help in situations when it comes to our facility and the population that we have so I'm sure that anything we can come up with will be a solid conversation with our judges because they have been very helpful.

Commissioner Richardson said one of the things is are you sure you're doing an intense job of screening and presenting these people to judges for pre-trial release. He said I get the jail report, I look at the jail report every month. He said I will agree a lot of those people, I don't want them out so it's finding candidates that qualify. He said the problem over it, over at probation seems to me to be one of the ways to lower the number of people in jail by having them out on an ankle bracelet, might help detention so maybe we talk to them a little bit.

Chief Deputy Rose said probation has been wonderful in the past, really when Covid hit, March 2020. He said with the situation that we've had probation has done a wonderful job in making sure they're not overburdening us with numbers but there's plenty of things that they have in their belts, tools that they use in other parts of the state that they can't use in Beaufort County because of the population, the dips, and dunks, like they like to call them. He said they really can't do that here. He said weekenders, they're keeping that to a minimum and that could be something that, in years past, we would have 15 to 25 that come in Friday and have to stay in jail and then they leave on Monday but they're really limiting that to really next to nothing so I think between the partners that we have I think everybody is willing to work at what we can do to make things better. He said I do have one more comment that was brought to my attention that one of the reports, the actual criminal and civil numbers was not in your packets. He said that was also a request that you recently made, and we were actually getting that to you pretty much live. He said this one, the newest report because of how your monthly meeting worked out and the holidays and stuff it would've been really tough to get so what I'd like to do, if it's okay with the Board that maybe next month it may be a month old but you'll get those numbers and it won't be as much of an emergency every month to try to get those numbers to you, if that would be okay.

Commissioner Richardson said it doesn't bother me to get those a month later.

Chief Deputy Rose said okay, I can do one month where it will still be a little bit of a lag. He said you'll still get the numbers, but it will be maybe a little bit older than two or three days old.

Chairman Waters said that's fine.

ARP Funding Discussion

Commissioner Richardson said the only purpose of having this in here is to keep it in front of the Board in case there are changes made to these ARP funds, improving our public library system and the status of the mega-sites. He said that's all I want to say on that unless someone wants to say something.

Posting of Video Recordings of Meetings

Commissioner Richardson said I want to make this in the form of a motion because I'm concerned that these meetings, and I know people say no one watched them anyway and the reason nobody watches them is because they're such poor quality and it's so late coming out in the month that producing a bad product has done a great job in driving the public away, that's how it works. He said so I move that the Manager be required to have the meeting, all filmed meetings, whether it's this, Police Committee, Jail Committee or whatever, on-line within 7 days of the meeting.

Commissioner Deatherage said I'll second that, but do you mean on-line or on a public channel.

Commissioner Richardson said on the public channel, I misspoke, I'm sorry.

Commissioner Deatherage said I would say this, I don't know if the public channel has the December meeting up yet. He said I haven't seen it.

Commissioner Richardson said I think they do because it wasn't up as of the 20th of this month, but I check it last night and it was up, although it was frozen when I saw it.

Commissioner Walker said that's a good motion, but the problem is we're having to deal with people who aren't County employees, and I could see where they would mess us up and I think once we get this, what I call County Channel 5 up and running this motion is an absolute appropriate and should be made then. He said I would hold off on that right now because you're dealing with people from Suddenlink, and they could drop the ball. He said they did with me many times.

Commissioner Richardson said would you be willing to just amend the motion so that once the new equipment is installed they'd be posted within seven days. He said we could vote on that now.

Commissioner Walker said absolutely.

Commissioner Deatherage said I will amend my second to include your amendment.

Motion: Commissioner Richardson motioned that any recorded meetings be played on the public channel within 7 days once it is available to do so. Commissioner Deatherage seconded.

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

County Litigation/Insurance Pool Discussion

Commissioner Richardson said I call on the County Attorney to present us with this information as he was requested as reflected in the minutes from last month.

Mr. Francisco said it's laying right there in front of you, did you read it.

Commissioner Richardson said I'd like for the public to know about it. He said I don't' want it to be a secret, like you guys are trying to keep things.

Mr. Francisco said you've got your answer right there.

Commissioner Richardson said you're not going to give the report, is that what you're saying.

Mr. Francisco said you asked for the report that I gave you, that's the report.

Commissioner Richardson said let me remind you that you are appointed by this Board, and you report to this Board, and you work for this Board so if you are refusing to perform a request that you were asked at last month's meeting, without an objection from this Board, to present to us, so if you're refusing to present the information, so say.

Chairman Waters said I've got the information that was presented.

Vice-Chairman Langley said we all do.

Commissioner Richardson said well I'll tell you what, I'll make the report for you Mr. Attorney. He said the information that's presented by the attorney, some of it is as much as three and four months old, that has never been made, that this Board was never made aware of that was going on. He said the settlements in the case of Franks and the settlements in the case of Sheppard was ongoing. He said there are emails in here, I'll make a preliminary report, I'll make a more detailed

report next meeting because it is not incumbent upon me to make this report for the County Attorney, it's up to him to make this report. He said one of the questions I'd want answered in here is who is the insurance pool that's paying this more than $650,000 for the Sheriff's sins.

Mr. Francisco said who is the pool.

Commissioner Richardson said yeah.

Mr. Francisco said that's also in your report.

Commissioner Richardson said well who is the pool, you don't know.

Mr. Francisco said it's a bunch of County Commissioners, it's a whole group of people.

Commissioner Richardson said that money doesn't come out of the pockets of the County Commissioners that serve on that Board. He said who pays the money.

Mr. Alligood said to the Board, Beaufort County is engaged with the North Carolina Association of County Commissioners Risk Pool. He said they provide our property liability insurance, and they provide our workman's comp insurance. He said so the risk pools, there are two different pools. He said there's the liability and property and then there's the workman's compensation pools so those are the two different pools that are managed by the Association with Boards of Directors that are appointed. He said those are typically County Commissioners throughout the State of North Carolina and occasionally there's also a County Manager or two that serves on those Board, but they are governed by those Boards and they're just like any other insurance company that we would deal with. He said they pay the claims, and they have the ability to settle those claims. He said once we engage them, once we pay the premium and engage them as an insurance carrier, essentially they'll listen to us sometimes, but they ultimately have the right to settle a claim whether we want them to settle or not.

Commissioner Richardson said that's the way all insurance companies work. He said but the people, the pool itself is what entity.

Mr. Alligood said the pool is the North Carolina Association of County Commissioners Risk Management Pool. He said whether it is the liability and property or whether it is the workman's compensation.

Commissioner Richardson said that is composed of all the counties that pay into, pay insurance premiums.

Mr. Alligood said that's correct and it's just counties, nobody else but counties because it's not an open pool, it's just counties and I'm not sure how many they have in the pool. He said it's probably 60 or 70, I don't know the exact number but it's a significant amount of the counties in North Carolina.

Commissioner Richardson said so really they dipped into their savings account, their insurance surplus funds and wrote the checks to settle these.

Mr. Alligood said I think they're just like any other insurance company, they have a pot of money that they set aside and then they buy re-insurance so if something exceeds what they say is a certain amount then the re-insurance kicks in and the re-insurance takes care of it so it's just like any other, it's just like any other insurance company. He said if we were to go out and say we don't want to be with the Association, we want to be with Allstate, we want to be with Farmers, same kind of thing. He said the advantage for us as a County in dealing with the Association pools is they understand County business and they understand the liabilities that you face and lot of private insurance companies would go yeah, we'll cover you and then when it happens they would say we don't cover that kind of stuff because they don't have a clue.

Commissioner Richardson said I understand. He said now, I asked to determine whether or not there was some kind of co-insurance. He said was all of the money, 100% of it, paid by the pool or does the Sheriff have another liability policy.

Mr. Alligood said no sir, the Sheriff doesn't have another liability policy. He said we have a deductible that we pay based on instances that occur like if it's vehicle damage I think it's $1,000. He said if it's liability or a professional issue I think it's $5,000. He said then if there's a significant property damage, like a building, lightening, those kinds of things I think it's $10,000 so we have a schedule, a deductible just like everybody who has a scheduled deductible, so we pay our deductible and then they take care of the rest of it.

Commissioner Richardson said okay, the fact that some of these settlements are made and sealed by judges so that the public can't find out what's going on, we have no way of determining what the payout's were made by that particular pool over the last couple of years, or do I have that report here.

Mr. Alligood said I'm not aware of how that works, I mean, I think the County Attorney could probably speak to you. He said my understanding is the reason they seal those is because they don't want people to knowing it because then it drives up the price for everybody, am I right because if I know that I got $200,000 because, like the attorneys that go on TV that say I got my client $200,000 because they injured their arm, well that's what the policy limits were. He said I think the reason they seal them is because they don't want folks to know what they settled for because then it drives up the price for everybody and everybody says well if you settled for that then you're going to at least settle with me for that.

Commissioner Richardson said well from the standpoint of the public I can understand private a lot more than I can understand public, but I can't understand judges sealing public lawsuits on the settlements of these things is because all that does is protect public officials more than it does the public in so far as insurance rates go and I really have a problem with sealing any policy claiming that it will make rates go up. He said I think I could argue on the other hand that it will make rates go down because public, people will become aware of what some of these unjust settlements are. He said I sat on a couple of things when I was on the hospital board and there was some really unjust settlements because the insurance companies wanted to get out of it because they knew the lawyers will hang to them so they made an economic settlement based upon we can pay more money for this and not have to go to court whereas if we go to court we're going to pay a lot of money and we still don't know what we're going to get.

Mr. Alligood said sure, and that's generally the way a lot of those decision are made but also, to reiterate, and I've heard our insurance carrier say this several times, we don't cover illegal activities. He said you do something illegal; insurance doesn't cover it so that kicks it out to start with. He said you do something illegal than insurance is not going to cover it.

Commissioner Richardson said I'll have some more questions and some more information to report that the County Attorney refuses to report. He said I don't know what the 'B' in his bonnet is, but he is not acting professionally as our attorney.

Support Lawsuits Against Illegal Immigrants

Commissioner Richardson said well I'm going back to the amicus briefs. He said it's my opinion that we need to take more of a look at the filing of amicus briefs in some of these federal lawsuits as they affect Beaufort County. He said for instance, we did, about 8 or 9 years ago we had 400 Hispanic students in the Snowden school who required special attention from language, they did not speak English. He said these were immigrants that came into the United States, most of them illegal, and the present system, that we know of, 2 million people are crossing the border illegally, into the United States, let in by the Biden administration. He said there are some experts who say it's as much as four or five million. He said they are certainly capable of repopulating entire counties, changing the landscape, and as Commissioner Deatherage said at the last meeting, the browning of America.

Commissioner Deatherage said no, that was a few meetings before.

Commissioner Richardson said it can change the culture of the United States, it can change the culture that we are accustomed to, it can change the way we live. He said that's why I think it is important that Beaufort County becomes involved by sending some of these friends of the court briefs in some of these lawsuits. He said perhaps if the County sets the precedent of doing some of these other counties will catch on and do the same thing. He said if you take the number of people, 3,400 or 3,500 counties in round numbers in the United States and ten is 35,000, 100 is 350,000 so look at the number of people that if you divided up the number of illegals that are coming into the United States equally, you're back to a severe impact on the Beaufort County School System. He said the way this is done, with our system of zero record keeping in the United States, this will fall on you without you even knowing about it. He said this increases your taxes, the people of Beaufort County will be paying for this, and I'll be back at the next meeting with some more specifics requesting that we file. He said the County Attorney has refused, unless he's willing to step forward tonight, to participate in determining what the cost is or determining what the mechanism is in how we go about filing these briefs. He said is that still the case Mr. Attorney.

Mr. Francisco said that's still the case sir, this is not County business, this is national business.

Commissioner Richardson said this is County business, no it's not national business. He said look, when you are flooded, when the County is flooded with illegal immigrants and it increases Joe Smith's tax bill in Beaufort County, that concerns every citizen in Beaufort County. He said 400 students at JS Snowden ten years ago cost us $12,000 times 400, almost $6 million in tax money so for anyone to argue that this does not affect our citizens somehow, it's a federal issue, it's not, it's a Beaufort County issue and as soon as it becomes more of a local issue this problem will go away. He said I'll be back next month.

Mr. Francisco said the subject is amicus brief, it's not what happened 10 years ago.

Commissioner Deatherage said Commissioner Richardson is exactly right about the cost of the County. He said right now we need, we pay a certain amount at the County level, we pay a certain amount at the state level and then the federal government picks up about 7% or 8% for school children. He said the amount we pay at the county is roughly 35%. He said the state pays the larger part, but we all pay state taxes as well. He said I estimated probably 15 to 18 years ago the illegals were costing us about $2.5 million just for educating. He said we also have to pay for Medicaid and some other programs that I can't come up with but there are programs that they're sliding in on through DSS and maybe it seems small, but it mounts up. He said now, Commissioner Richardson is right, it's about 2.2 million that we know that have come across the border with the open border policy that is the Biden/Harris plan, and it is to change the way the voting in America, to change the demographics drastically for all so that our nation is not recognizable years from now. He said what we're doing as a nation is saying we are not a nation of laws; we are a nation of politics only and that's why I've been on this subject for decades. He said we're losing our nation to people from other areas and to politicians that don't care and will not follow the rule of law. He said if you guys are okay with that, if you're okay with saying to Joe Smith, or whatever his name was, your taxes went up and that's just the way it is I can tell you, you can put a pen to it and you can sharpen a pencil and you can figure out what that cost is and it's hitting you at every level and once it gets to the point that brilliant people like Joe Biden become president each and every time you cannot get somebody to come up and clean up after these idiots then you lose your nation. He said he won't be here more than about three more years if he makes it that long, but somebody's got to clean up after him.

Vice-Chairman Langley said and after you.

Commissioner Deatherage said it's not about me. He said right now he has imported about 800,000, I estimate mathematically, 800,000 cases of covid across that border and yet he makes school children wear masks. He said does that make sense, no. He said people are losing their jobs because of vaccine mandates yet he still imports 800,000 cases of Covid across that border. He said that's why we have a problem now. He said more people have died in 2021 than died in 2020 and yet the democratic socialist propagandists accuse Trump of being a murderer of each and every person that died in 2020. He said have you heard anything about Joe Bidden in that respect, no.

Vice-Chairman Langley said what's that got to do with Beaufort County.

Commissioner Deatherage said it has everything to do with Beaufort County.

Chairman Waters said gentlemen, I would entertain a motion to adjourn.

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

Adjourned at 9:15 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Budget Amendment, Generator Project
2. Budget Amendment, Courthouse
3. Budget Amendment, DSS
4. Budget Amendment, DSS
5. Delinquent Real Property Advertisements
6. Approval of Refunds Over $100
7. Late Relief Applications
8. Approval of Refunds Over $100
9. Surplus Equipment to City of Washington
10. Sidney Vol. Fire Dept. Relief Fund Board Appointments
11. Petition to Abandon Road
12. Approval of December 2021 Minutes

Beaufort County
Finance

Budget Amendment Request

Department: Maintenance

Date of Request: January 3, 2022

FY Budget: 2022

Journal Reference Number:

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	APPROPRIATED FUND BALANCE	$ 12,810	
10-4190-554002	CAPITAL OUTLAY-BUILDINGS	$ 12,810	

Department Justification: To transfer funds from Appropriated Fund Balance to Capital Outlay-Buildings to cover FY 22 generator project expenses for Financial Services Building, Health Department and Administrative Building.

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 transfers between Personal Services, Operating & Capital account	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

1

Beaufort County Finance

Budget Reallocation Request

Department: Maintenance **Date of Request:** 12/15/2021

FY Budget: 2022 **No:** 002

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10 -4190-535101	WORKERS COMPENSATION INSURANCE		($5,000)
10 -4160-535101	MAINT/REPAIR-COURTHOUSE	$5,000	
	TOTAL	**$5,000**	**($5,000)**

Department Justification: (Please provide detailed explanation)

Re-allocation of funds between funds:

- Provide & install 3 new ethernet switches for the camera and door access control system in the Courthouse. .

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	*Christina L. Smith*	*12/15/21*
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for inter-departmental transfers	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

05/08

EIS Data Systems, Inc
14711 US Highway 17 N
Hampstead, NC 28443-3501
USA

Voice: 910-821-1822
Fax: 910-821-1825

QUOTATION

Quote Number: Q92976
Quote Date: Dec 9, 2021
Page: 1

Quoted To:
Beaufort County Maintenance 123 West 3rd St. Washington, NC 27889

Customer ID	Good Thru	Payment Terms	Sales Rep
B1096	1/8/22	Net 30 Days	HOUSE

Quantity	Item	Description	Unit Price	Amount
3.00		Cisco 350 CBS350-24FP-4G Ethernet Switch - 28 Ports - Manageable - 2 Layer Supported - Modular - 4 SFP Slots - 46.35 W Power Consumption - 370 W PoE	1,201.89	3,605.67
3.00		CON-SNT-SG35MNPK CCW ONLY NBD 8X5 SNTC SVCS SG350-28MP 28PORT GIGABIT POE MAN	124.51	373.53
3.00		Installation and configuration Replacement for End of Life Cisco SG350-28MP POESwitches connecting Doors and Cameras in Courthouse	175.00	525.00
			Subtotal	4,504.20
			Sales Tax	304.03
			TOTAL	**4,808.23**

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** January 3, 2022

FY Budget: 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105480.562006	COVID LIEAP (Exp.)	$417,905	
100222.493570	COVID LIEAP (Rev.)	$417,905	

Department Justification: On December 21, 2021, Dear County Director Letter was received that notified the Director of Social Services that American Rescue Plan Act (ARPA) funds will be used for automatically authorized heating payments for households with children age 0-10 that are receiving Food and Nutrition Services and received LIEAP last fiscal year. Automatic payments will be generated based on the household primary heating source. Households will receive $300 for wood, $400 for gas and $500 for electric. Beaufort County has been allocated $417,905 for the Auto Pandemic Low Income Energy Assistance program. We are requesting that the Social Services budget be amended to reflect an increase in the COVID LIEAP expenditure line 105480.562006 and the COVID LIEAP revenue line 100222.493570. Please see the attached funding authorization and Dear County Director Letter.
There are no county dollars included in the increase of these funds.

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	Melanie Corprew	12/22/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for Interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: LIEAP ARPA
EFFECTIVE DATE: 12/1/2021
AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD
FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS
FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Federal
01	ALAMANCE	1,112,382
02	ALEXANDER	194,542
03	ALLEGHANY	81,608
04	ANSON	268,455
05	ASHE	186,269
06	AVERY	102,438
07	BEAUFORT	417,905
08	BERTIE	227,971
09	BLADEN	348,290
10	BRUNSWICK	688,354
11	BUNCOMBE	1,483,989
12	BURKE	661,114
13	CABARRUS	879,378
14	CALDWELL	526,850
15	CAMDEN	37,628
16	CARTERET	340,482
17	CASWELL	188,297
18	CATAWBA	975,111
19	CHATHAM	266,989
20	CHEROKEE	224,511
21	CHOWAN	131,967
22	CLAY	75,521
23	CLEVELAND	940,822
24	COLUMBUS	559,539
25	CRAVEN	625,717
26	CUMBERLAND	2,961,784
27	CURRITUCK	98,346
28	DARE	141,785
29	DAVIDSON	1,172,791
30	DAVIE	211,536
31	DUPLIN	433,645
32	DURHAM	1,902,305
33	EDGECOMBE	622,713
34	FORSYTH	2,560,630
35	FRANKLIN	389,958
36	GASTON	1,448,821
37	GATES	79,056
38	GRAHAM	64,694
39	GRANVILLE	370,303
40	GREENE	182,899
41	GUILFORD	3,953,274
42	HALIFAX	645,904
43	HARNETT	895,230
44	HAYWOOD	352,374
45	HENDERSON	522,507

46	HERTFORD	266,756
47	HOKE	431,759
48	HYDE	44,692
49	IREDELL	635,331
50	JACKSON	280,336
51	JOHNSTON	1,176,735
52	JONES	91,051
53	LEE	410,443
54	LENOIR	632,283
55	LINCOLN	406,322
56	MACON	221,080
57	MADISON	141,432
58	MARTIN	229,548
59	MCDOWELL	333,340
60	MECKLENBURG	5,411,660
61	MITCHELL	106,320
62	MONTGOMERY	190,229
63	MOORE	496,441
64	NASH	735,584
65	NEW HANOVER	1,303,546
66	NORTHAMPTON	225,116
67	ONSLOW	976,156
68	ORANGE	682,524
69	PAMLICO	86,795
70	PASQUOTANK	307,745
71	PENDER	326,139
72	PERQUIMANS	99,577
73	PERSON	303,512
74	PITT	1,519,699
75	POLK	105,887
76	RANDOLPH	939,558
77	RICHMOND	588,500
78	ROBESON	1,866,354
79	ROCKINGHAM	764,186
80	ROWAN	929,079
81	RUTHERFORD	559,802
82	SAMPSON	519,857
83	SCOTLAND	456,502
84	STANLY	340,257
85	STOKES	267,342
86	SURRY	548,458
87	SWAIN	97,152
88	TRANSYLVANIA	190,266
89	TYRRELL	39,506
90	UNION	812,488
91	VANCE	498,732
92	WAKE	3,713,584
93	WARREN	203,556
94	WASHINGTON	133,067
95	WATAUGA	317,623
96	WAYNE	1,061,135
97	WILKES	505,048
98	WILSON	788,339
99	YADKIN	221,907
100	YANCEY	130,823
	Total	65,227,843.00

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

December 21, 2021

Dear County Directors of Social Services

Attention: Energy Administrators, Managers & Supervisors

Subject: Auto Pandemic Low Income Energy Assistance Program (LIEAP) Payments

Priority: Information & Action

As result of the state budget being passed, the American Rescue Plan Act (ARPA) funds will be used for a pandemic automatically authorized payment for households with children age 0-10 that are receiving FNS and received LIEAP last Fiscal Year 2020-2021. Automatically authorized payments will be generated based on the households primary heating source. Households will receive $300 for wood, $400 for gas and $500 for electric. This process will be the same process that was used for the automatically authorized payments done in December 2020 utilizing the CARES Act Pandemic LIEAP funds and will be solely based on the households' heating source and not their income or available resources.

These households will receive a notice with prepopulated information from 2020-2021 LIEAP application. The households will be instructed to update any changes to their heating source and account information and return to the local county department of social services. Income and resources are **not** counted for pandemic funds.

- If changes in the heating source or accounted information is reported, the county will need to update the information in NC FAST. Income and resources information do not need to be updated because they will not be counted.
- If no changes are reported, 2020-2021 LIEAP information will be used to approve the application.
- Beginning December 20, 2021, the clone applications will display in NC FAST in a "waiting list" status. County workers **should not** take any actions on these applications until January 3, 2022. A report will also be posted in FAST HELP for county workers, listing all eligible households.
- December 21, 2021, notices will be mailed to households informing them to contact their local county DSS office between January 3, 2022 and January 19, 2022 if there were any changes to their heating sources and/or heating vendor.
- Starting January 3, 2022, through January 19, 2022 caseworkers can edit and confirm changes to applications but **should not** authorize or approve applications.

- NC FAST will run a batch to authorize the pandemic payments on January 22, 2022, and approval notices will be sent to households on January 25, 2022.
- Due to regular LIEAP, Pandemic funds will not be loaded until January. This is to ensure that the system is pulling funds from the correct funding source. Attached is a copy of the funding authorization for counties to present to their boards for approval. Once the funds are loaded into the system, a communication will be issued. This will be sent prior to approval notices being sent to households.

If you have any questions, please contact Jasmyne Simmons via email at Jasmyne.Simmons@dhhs.nc.gov

Sincerely,

Carla West, Senior Director for Economic Security

CLW/js

EFS-FNSEP-101-2021

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** January 3, 2022

FY Budget: 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100222.493568	Energy Assistance	$60,346	
105480.562004	Low Income Energy Assistance Program (LIEAP)	$60,346	

Department Justification:
On December 3, 2021, an updated funding authorization was issued for the Low Income Energy Assistance Program (LIEAP). Beaufort County DSS budgeted $258,187 for LIEAP in FY 21-22 based on budget estimates provided by the state. The updated funding authorization allocates a total of $318,533 to Beaufort County, an increase of $60,346 over the original budgeted amount. We are requesting that the Social Services budget be amended to reflect an increase in the Low Income Energy Assistance Program line 105480.562004 and an increase the Energy Assistance revenue line 100222.493568. Please see the attached Funding Authorization.
There are no county dollars included in the increase of these funds.

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	Melanie Cooper	12/20/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for Interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

DIVISION OF SOCIAL SERVICES

Low-Income Home Energy Assistance (LIEAP)

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds
EFFECTIVE DATE: 12/01/2021
AUTHORIZATION NUMBER: 2

ALLOCATION PERIOD
FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS
FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
Co. No.	COUNTY	Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	843,856.00	843,856.00	4,018.00	4,018.00	847,874.00	847,874.00
02	ALEXANDER	147,580.00	147,580.00	702.00	702.00	148,282.00	148,282.00
03	ALLEGHANY	61,908.00	61,908.00	295.00	295.00	62,203.00	62,203.00
04	ANSON	203,651.00	203,651.00	969.00	969.00	204,620.00	204,620.00
05	ASHE	141,304.00	141,304.00	673.00	673.00	141,977.00	141,977.00
06	AVERY	77,710.00	77,710.00	370.00	370.00	78,080.00	78,080.00
07	BEAUFORT	317,024.00	317,024.00	1,509.00	1,509.00	318,533.00	318,533.00
08	BERTIE	172,940.00	172,940.00	823.00	823.00	173,763.00	173,763.00
09	BLADEN	264,214.00	264,214.00	1,258.00	1,258.00	265,472.00	265,472.00
10	BRUNSWICK	522,187.00	522,187.00	2,487.00	2,487.00	524,674.00	524,674.00
11	BUNCOMBE	1,125,758.00	1,125,758.00	5,360.00	5,360.00	1,131,118.00	1,131,118.00
12	BURKE	501,523.00	501,523.00	2,388.00	2,388.00	503,911.00	503,911.00
13	CABARRUS	667,099.00	667,099.00	3,176.00	3,176.00	670,275.00	670,275.00
14	CALDWELL	399,670.00	399,670.00	1,903.00	1,903.00	401,573.00	401,573.00
15	CAMDEN	28,545.00	28,545.00	136.00	136.00	28,681.00	28,681.00
16	CARTERET	258,291.00	258,291.00	1,230.00	1,230.00	259,521.00	259,521.00
17	CASWELL	142,842.00	142,842.00	681.00	681.00	143,523.00	143,523.00
18	CATAWBA	739,722.00	739,722.00	3,522.00	3,522.00	743,244.00	743,244.00
19	CHATHAM	202,538.00	202,538.00	965.00	965.00	203,503.00	203,503.00
20	CHEROKEE	170,315.00	170,315.00	811.00	811.00	171,126.00	171,126.00
21	CHOWAN	100,111.00	100,111.00	476.00	476.00	100,587.00	100,587.00
22	CLAY	57,291.00	57,291.00	272.00	272.00	57,563.00	57,563.00
23	CLEVELAND	713,710.00	713,710.00	3,398.00	3,398.00	717,108.00	717,108.00
24	COLUMBUS	424,468.00	424,468.00	2,021.00	2,021.00	426,489.00	426,489.00
25	CRAVEN	474,670.00	474,670.00	2,260.00	2,260.00	476,930.00	476,930.00
26	CUMBERLAND	2,246,817.00	2,246,817.00	10,698.00	10,698.00	2,257,515.00	2,257,515.00
27	CURRITUCK	74,606.00	74,606.00	355.00	355.00	74,961.00	74,961.00
28	DARE	107,559.00	107,559.00	512.00	512.00	108,071.00	108,071.00
29	DAVIDSON	889,683.00	889,683.00	4,236.00	4,236.00	893,919.00	893,919.00
30	DAVIE	160,472.00	160,472.00	764.00	764.00	161,236.00	161,236.00
31	DUPLIN	328,964.00	328,964.00	1,566.00	1,566.00	330,530.00	330,530.00
32	DURHAM	1,443,093.00	1,443,093.00	6,871.00	6,871.00	1,449,964.00	1,449,964.00
33	EDGECOMBE	472,392.00	472,392.00	2,249.00	2,249.00	474,641.00	474,641.00
34	FORSYTH	1,942,501.00	1,942,501.00	9,249.00	9,249.00	1,951,750.00	1,951,750.00
35	FRANKLIN	295,823.00	295,823.00	1,409.00	1,409.00	297,232.00	297,232.00
36	GASTON	1,099,080.00	1,099,080.00	5,233.00	5,233.00	1,104,313.00	1,104,313.00
37	GATES	59,972.00	59,972.00	285.00	285.00	60,257.00	60,257.00
38	GRAHAM	49,077.00	49,077.00	234.00	234.00	49,311.00	49,311.00
39	GRANVILLE	280,913.00	280,913.00	1,337.00	1,337.00	282,250.00	282,250.00
40	GREENE	138,748.00	138,748.00	660.00	660.00	139,408.00	139,408.00
41	GUILFORD	2,998,964.00	2,998,964.00	14,279.00	14,279.00	3,013,243.00	3,013,243.00
42	HALIFAX	489,985.00	489,985.00	2,332.00	2,332.00	492,317.00	492,317.00
43	HARNETT	679,124.00	679,124.00	3,233.00	3,233.00	682,357.00	682,357.00
44	HAYWOOD	267,311.00	267,311.00	1,273.00	1,273.00	268,584.00	268,584.00
45	HENDERSON	396,375.00	396,375.00	1,888.00	1,888.00	398,263.00	398,263.00
46	HERTFORD	202,362.00	202,362.00	963.00	963.00	203,325.00	203,325.00
47	HOKE	327,534.00	327,534.00	1,559.00	1,559.00	329,093.00	329,093.00

Low-Income Home Energy Assistance (LIEAP) **AUTHORIZATION NUMBER: 2**

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	33,904.00	33,904.00	161.00	161.00	34,065.00	34,065.00
49	IREDELL	481,964.00	481,964.00	2,295.00	2,295.00	484,259.00	484,259.00
50	JACKSON	212,664.00	212,664.00	1,012.00	1,012.00	213,676.00	213,676.00
51	JOHNSTON	892,674.00	892,674.00	4,250.00	4,250.00	896,924.00	896,924.00
52	JONES	69,072.00	69,072.00	328.00	328.00	69,400.00	69,400.00
53	LEE	311,363.00	311,363.00	1,483.00	1,483.00	312,846.00	312,846.00
54	LENOIR	479,652.00	479,652.00	2,284.00	2,284.00	481,936.00	481,936.00
55	LINCOLN	308,237.00	308,237.00	1,467.00	1,467.00	309,704.00	309,704.00
56	MACON	167,712.00	167,712.00	798.00	798.00	168,510.00	168,510.00
57	MADISON	107,291.00	107,291.00	510.00	510.00	107,801.00	107,801.00
58	MARTIN	174,136.00	174,136.00	829.00	829.00	174,965.00	174,965.00
59	MCDOWELL	252,872.00	252,872.00	1,204.00	1,204.00	254,076.00	254,076.00
60	MECKLENBURG	4,105,295.00	4,105,295.00	19,550.00	19,550.00	4,124,845.00	4,124,845.00
61	MITCHELL	80,655.00	80,655.00	384.00	384.00	81,039.00	81,039.00
62	MONTGOMERY	144,308.00	144,308.00	687.00	687.00	144,995.00	144,995.00
63	MOORE	376,601.00	376,601.00	1,793.00	1,793.00	378,394.00	378,394.00
64	NASH	558,016.00	558,016.00	2,657.00	2,657.00	560,673.00	560,673.00
65	NEW HANOVER	988,873.00	988,873.00	4,709.00	4,709.00	993,582.00	993,582.00
66	NORTHAMPTON	170,773.00	170,773.00	814.00	814.00	171,587.00	171,587.00
67	ONSLOW	740,515.00	740,515.00	3,525.00	3,525.00	744,040.00	744,040.00
68	ORANGE	517,764.00	517,764.00	2,466.00	2,466.00	520,230.00	520,230.00
69	PAMLICO	65,843.00	65,843.00	313.00	313.00	66,156.00	66,156.00
70	PASQUOTANK	233,456.00	233,456.00	1,112.00	1,112.00	234,568.00	234,568.00
71	PENDER	247,410.00	247,410.00	1,178.00	1,178.00	248,588.00	248,588.00
72	PERQUIMANS	75,540.00	75,540.00	359.00	359.00	75,899.00	75,899.00
73	PERSON	230,245.00	230,245.00	1,096.00	1,096.00	231,341.00	231,341.00
74	PITT	1,152,848.00	1,152,848.00	5,489.00	5,489.00	1,158,337.00	1,158,337.00
75	POLK	80,326.00	80,326.00	383.00	383.00	80,709.00	80,709.00
76	RANDOLPH	712,751.00	712,751.00	3,394.00	3,394.00	716,145.00	716,145.00
77	RICHMOND	446,437.00	446,437.00	2,126.00	2,126.00	448,563.00	448,563.00
78	ROBESON	1,415,821.00	1,415,821.00	6,741.00	6,741.00	1,422,562.00	1,422,562.00
79	ROCKINGHAM	579,714.00	579,714.00	2,760.00	2,760.00	582,474.00	582,474.00
80	ROWAN	704,802.00	704,802.00	3,355.00	3,355.00	708,157.00	708,157.00
81	RUTHERFORD	424,667.00	424,667.00	2,022.00	2,022.00	426,689.00	426,689.00
82	SAMPSON	394,365.00	394,365.00	1,878.00	1,878.00	396,243.00	396,243.00
83	SCOTLAND	346,303.00	346,303.00	1,649.00	1,649.00	347,952.00	347,952.00
84	STANLY	258,120.00	258,120.00	1,229.00	1,229.00	259,349.00	259,349.00
85	STOKES	202,807.00	202,807.00	965.00	965.00	203,772.00	203,772.00
86	SURRY	416,062.00	416,062.00	1,981.00	1,981.00	418,043.00	418,043.00
87	SWAIN	73,700.00	73,700.00	350.00	350.00	74,050.00	74,050.00
88	TRANSYLVANIA	144,336.00	144,336.00	688.00	688.00	145,024.00	145,024.00
89	TYRRELL	29,970.00	29,970.00	142.00	142.00	30,112.00	30,112.00
90	UNION	616,356.00	616,356.00	2,934.00	2,934.00	619,290.00	619,290.00
91	VANCE	378,339.00	378,339.00	1,802.00	1,802.00	380,141.00	380,141.00
92	WAKE	2,817,135.00	2,817,135.00	13,413.00	13,413.00	2,830,548.00	2,830,548.00
93	WARREN	154,418.00	154,418.00	735.00	735.00	155,153.00	155,153.00
94	WASHINGTON	100,945.00	100,945.00	481.00	481.00	101,426.00	101,426.00
95	WATAUGA	240,950.00	240,950.00	1,147.00	1,147.00	242,097.00	242,097.00
96	WAYNE	804,980.00	804,980.00	3,832.00	3,832.00	808,812.00	808,812.00
97	WILKES	383,131.00	383,131.00	1,824.00	1,824.00	384,955.00	384,955.00
98	WILSON	598,036.00	598,036.00	2,847.00	2,847.00	600,883.00	600,883.00
99	YADKIN	168,339.00	168,339.00	802.00	802.00	169,141.00	169,141.00
100	YANCEY	99,242.00	99,242.00	473.00	473.00	99,715.00	99,715.00
	Total	$ 49,482,017.00	$ 49,482,017.00	$ 235,594.00	$ 235,594.00	$ 49,717,611.00	$ 49,717,611.00

Low-Income Home Energy Assistance (LIEAP) **AUTHORIZATION NUMBER: 2**

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: 21B1NCLIEA & 22B1NCLIEA
Award Date: FFY 2021 & 2022
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law.

These funds cannot be spent until after December 1, 2021.

XS411 Heading: LIHEAP
Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NC GENERAL ASSEMBLY. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE

DATE: December 3, 2021

Overpayments / All paid 2 times by Lock box or just paid 2 times by T/P

863337	579248	#####	KJEFFERSON Pin# 6653-11-7160	0000043881-2021-2021-0000-00	REI	$143.20	$143.20		
BRIMBERRY, OLIN KEITH 3306 ALAMANCE DRIVE RALEIGH NC 27609									
863310	579248	#####	KJEFFERSON Pin # 6602346314	0000005921-2021-2021-0000-00	REI	$393.03	$393.03		
PHILLIPS, MICHAEL JOSEPH 13227 W PALO VERDE DR LITCHFIELD PARK AZ 85340									
863297	579248		KJEFFERSON 6652-71-1203	0000046986-2021-2021-0000-00	REI	$587.14	$587.14		
STANCIL, ROGER L 998 BAYVIEW RD BATH NC 27808									
863294	579248		KJEFFERSON Pin# 6652-71-2414	0000046987-2021-2021-0000-00	REI	$313.81	$313.81		
STANCIL, ROGER L 998 BAYVIEW RD BATH NC 27808									
-	-				-				
863292	579248	#####	KJEFFERSON Pin# 6652-71-1365	0000046988-2021-2021-0000-00	REI	$1,706.45	$1,706.45		
STANCIL, ROGER L 998 BAYVIEW RD BATH NC 27808									
861619	579189	Hacklin	HACKLIN Pin # 5663-86-8798	0009536962-2021-2021-0000-00	REI	$3,943.30	$111.44		
BARR, CAROL 201 BARR LN CHOCOWINITY BEAUFORT NC 27817									
861167	579153	#####	KJEFFERSON Pin # 6634-94-0240	0000048311-2021-2021-0000-00	REI	$6,149.45	$1,800.75		
WASHINGTON WHITE POST SOLAR 550 S TRYON STREETDEC 449 CHARLOTTE NC 28202									
860636	579151		FPITTMAN NO P.V #	0009532114-2021-2021-0000-00	BUS	########	$3,198.65		
BEAUFORT SOLAR LLC % BEAUFORT SOLAR LLC (LESSEE) 155 FEDERAL ST STE 1200 BOSTON MA 02110									
860452	579133		FPITTMAN No P.V #	0009529586-2021-2021-0000-00	IND	$2,347.71	$7.00		

Overpayments

WOOLARD, TONY GLENN 175 WOOLARD AVE WASHINGTON NC 27889									
859943	579110	#####	KJEFFERSON	0000048792-2021-2021-0000-00 No P.I.N #	IND	$5,439.19	$912.54		
BUSHHOUSEN, L.J. 773 MAULES POINT RD BLOUNTS CREEK, NC 27814									
859706	579100	#####	C9BEATB	0009541877-2021-2021-0000-00 No P.I.N #	IND	$4,528.33	$285.11		
RANDOLPH, MICHAEL ALAN 8291 LIME CREEK RD VOLENTE TX 78641									
	859376	579096	KJEFFERSON 760578553602b	0000003910-2021-2021-0000-00	REI	$2,614.82	$103.89		
COBB, WALTER M 328 BECKY ANN DR WINTERVILLE BEAUFORT NC 28590									
858063	578991	#####	FPITTMAN 5686654924	0000028508-2021-2021-0000-00	REI	#######	$1,602.41		
STATE EMPLOYEES CREDIT UNION LORI STREIT/ESCROW DEPARTMENT P. O. DRAWER 25279 RALEIGH NC 27611									
	863038	579241	5685#####4128	0000005237-2021-2021-0000-00	REI	$2,353.50	$723.53		
CARR, DAISY P 422 SAWMILL LANDING BATH BEAUFORT NC 27808									
	862994	579241	7700#####237	0009522939-2021-2021-0000-00	REI	$3,268.66	$3,268.66		
BOYD, RICHARD ADAM 7778 NC HWY 99 N PANTEGO BEAUFORT NC 27860									
	861703	579201	7615#####229	0000035724-2021-2021-0000-00	REI	$2,197.85	$259.10		
RADCLIFFE, RICHARD N 384 TOOLEY ST BELHAVEN BEAUFORT NC 27810									
	861436	579186	6610#####623	0000048560-2021-2021-0000-00	REI	$325.65	$204.02		
BING, TAMMY O 1796 CORE POINT RD BLOUNTS CREEK BEAUFORT NC 27814									
	860756	579156	6684#####741	0000041871-2021-2021-0000-00	REI	$3,022.88	$365.16		
BISHOP, MICHAEL W 2635 NC HWY 99 NORTH PANTEGO BEAUFORT NC 27860									

Overpayments

	860731	579156	664289#####1948	0000006136-2021-2021-0000-00	REI	$4,779.44	$529.27		
TAYLOR, JOHN JR 677 BLACKBEARDS VIEW BATH BEAUFORT NC 27808									
	860320	579131	668597#####1893	0000031717-2021-2021-0000-00	REI	$1,209.77	$1,209.77		
BROOKINS, DOUGLAS L 1580 SEED TICK NECK RD PINETOWN BEAUFORT NC 27865									
	860297	579131	660156#####345	0000004364-2021-2021-0000-00	REI	$4,579.83	$4,579.83		
GREENE, LAURA MINGES 311 DUPONT CIRCLE GREENVILLE BEAUFORT NC 27858									
859860	579112	#####	5689533397	48963	REI	$211.46	$211.46		
GACHUZ, JOSE MANUEL CRUZ 2499 US 17 HWY N WASHINGTON BEAUFORT NC 2788									
859482	579097	#####	0000039172-2021-2021-0000-00	6613090973 REI	######	$1,288.24	1288.24		
RICE, PAMELA T 122 FORECASTLE CT WASHINGTON BEAUFORT NC 27889									
	859396	579097	6637#####5399	0000044900-2021-2021-0000-00	REI	$774.31	$774.31		
NOBLES, JOEL W 6245 N BOYD ROAD PINETOWN BEAUFORT NC 27865									
	859140	579079	6681#####784	0000046919-2021-2021-0000-00	REI	$1,342.93	$136.99		
SORRELL, HUGH ALLEN 416 COLLEGE AVE WASHINGTON BEAUFORT NC 27889									

NAME	DATE FILED	QUALIFY	TYPE	ADDRESS	REID
DON SCOTT	11/28/21	YES	ELDERLY	109 MARSH RD	43604
RICHARD SHERIFF	12/3/21	YES	DV	635 WILLIAMSBURG RD	40906
DAVID ELLIS	11/15/21	YES	DV	406 RIVER RD	39384
RICKY HODGES	12/2/21	YES	DISABLED	2432 GRAY RD	25395
JAMES PINKHAM	12/3/21	YES	ELDERLY	420 DELIA WALLACE RD	31926
MARIE BROADWAY	12/8/21	YES	ELDERLY	2731 CHANDLER RD	13432
HEIDI ARTLEY	12/7/21	YES	DV	180 CAMPBELLS CREEK RD	18371
DONNIE BLOUNT	11/10/21	YES		1003 PAMLICO ST	29168
ANNETTE SPRUILL	12/14/21	YES	ELDERLY	109 ASBURY LANE	1660
MICHAEL MANDILAKIS	12/2/21	YES	DV	808 POTPMAC DR	13210

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
12/21/2021 11:21:57

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
CUTLER, CASEY RYAN	CUTLER, CASEY RYAN	301 FAIRVIEW AVE	WASHINGTON, NC 27889	Proration	0053134499	Refund Generated due to proration on Bill #0053134499-2020-2020-0000-00	Vehicle Sold	12/10/2021	G01	Tax	($81.91)	($4.09)	($86.00)
									C02	Tax	($37.41)	($1.88)	($39.29)
												Refund	$125.29
DAVIS, DANIELE SELLERS	DAVIS, DANIELE SELLERS	1560 SEED TICK NECK RD	PINETOWN, NC 27865	Proration	0045417508	Refund Generated due to proration on Bill #0045417508-2021-2021-0000-00	Vehicle Totalled	12/03/2021	G01	Tax	($160.63)	$0.00	($160.63)
									F63	Tax	($10.54)	$0.00	($10.54)
									E09	Tax	($12.85)	$0.00	($12.85)
												Refund	$184.02
SMITH, MICHELE LYNN	SMITH, MICHELE LYNN	207 W 12TH ST	WASHINGTON, NC 27889	Proration	0049369481	Refund Generated due to proration on Bill #0049369481-2020-2020-0000-00	Vehicle Sold	12/16/2021	G01	Tax	($156.45)	$0.00	($156.45)
									C01	Tax	($130.58)	$0.00	($130.58)
									C01	Vehicle Fee	$0.00	$0.00	$0.00
												Refund	$287.03
												Refund Total	$596.34

Date run: 12/21/2021 11:15:54 AM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction Finance	Refund(Authorized)
858406	BRUCE A BREINER	593 ISLAND DRIVE CHOCOWINITY,NC 27817	Refund on Bill # 0000032759-2020-2020-0000-00	DPCADJ	11/29/2021 7:00:09 PM	134.68

122

Tax Year	Parcel #	Refund Recipient Name	Jurisdiction	Payment Date for Interest Calculation	Refund Amount ($)	Total Interest to Pay if mailed on or before 1/7/2022 ($)	Total Interest to Pay if mailed on or before 1/14/2022 ($)	BEAUFORT Portion Refund ($)	BEAUFORT Portion Interest 1 ($)	BEAUFORT Portion Interest 2 ($)	Fire District	Fire Refund ($)	Fire Interest 1 ($)	Fire Interest 2 ($)
2019	7946	PUNGO RIVER FARMS LLC	BEAUFORT	1/7/2020	128.75	12.89	13.02	0.00	0.00	0.00		0.00	0.00	0.00
2019	7946	PUNGO RIVER FARMS LLC	BEAUFORT	1/7/2020	1,740.77	174.31	175.98	1,635.19	163.74	165.31	NORTH FD	105.58	10.57	10.67
2020	7946	PUNGO RIVER FARMS LLC	BEAUFORT	1/6/2021	175.83	8.82	8.98	0.00	0.00	0.00		0.00	0.00	0.00
2020	7946	PUNGO RIVER FARMS LLC	BEAUFORT	1/6/2021	2,377.11	119.18	121.46	2,232.94	111.95	114.09	NORTH FD	144.17	7.23	7.37
2021	7946	PUNGO RIVER FARMS LLC	BEAUFORT	1/6/2022	175.83	0.02	0.19	0.00	0.00	0.00		0.00	0.00	0.00
2021	7946	PUNGO RIVER FARMS LLC	BEAUFORT	1/6/2022	2,341.95	0.32	2.57	2,197.78	0.30	2.41	NORTH FD	144.17	0.02	0.16
2019	17876	PUNGO RIVER FARMS LLC	BEAUFORT	1/7/2020	313.70	31.41	31.71	0.00	0.00	0.00		0.00	0.00	0.00
2019	17876	PUNGO RIVER FARMS LLC	BEAUFORT	1/7/2020	4,241.28	424.71	428.77	3,984.05	398.95	402.77	NORTH FD	257.23	25.76	26.00
2020	17876	PUNGO RIVER FARMS LLC	BEAUFORT	1/6/2021	449.59	22.54	22.97	0.00	0.00	0.00		0.00	0.00	0.00
2020	17876	PUNGO RIVER FARMS LLC	BEAUFORT	1/6/2021	6,078.43	304.75	310.59	5,709.77	286.27	291.75	NORTH FD	368.66	18.48	18.84
2021	17876	PUNGO RIVER FARMS LLC	BEAUFORT	1/6/2022	449.59	0.06	0.49	0.00	0.00	0.00		0.00	0.00	0.00
2021	17876	PUNGO RIVER FARMS LLC	BEAUFORT	1/6/2022	5,988.51	0.82	6.56	5,619.85	0.77	6.16	NORTH FD	368.66	0.05	0.40
					24,461.34	**1,099.83**	**1,123.29**	**21,379.58**	**961.98**	**982.49**		**1,388.47**	**62.11**	**63.44**

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

12/2/21

Mr. Brian Alligood
County Manager
121 W. 3rd Street
Washington, NC 27889

Subject: Petition to abandon SR 1973 (Guilford Station Rd)

Dear Mr. Alligood,

Attached is a Petition Form SR-3, Resolution Form SR-2, Road Investigation Form SR-5 and a Map of the subject road. Please ask the County Commissioners to review this request and complete and return the Resolution Form SR-2 if they concur.

Please notify our office at (252) 623-5300 if you have any questions.

Sincerely,

Jordan Evans

Jordan S. Evans,
Engineering Technician III

CC: File

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 2- DISTRICT 1 OFFICE
1701 WEST 5TH STREET
WASHINGTON, NC 27889

Telephone: (252) 623-5300
Fax: (252) 946-7433
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1701 WEST 5TH STREET
WASHINGTON, NC 27889

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of Beaufort

Petition request for the abandonment of Secondary Road 1937 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1937

in Beaufort County do hereby request the Division of Highways of the Department of Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

Name	Address
PCS Phosphate Company, Inc.	500 Lake Cook Road, Suite 150, Deerfield, Illinois 60062

PCS Phosphate Company, Inc.

Steven A. Beckel

Steven A. Beckel

Executive Director, Phosphate Transformation

Form SR-3 (1/2001)

North Carolina Department of Transportation
Division of Highways
Request for Abandonment from State Maintained Secondary Road System

North Carolina

County: Beaufort

Road Description: SR 1973 (Guilford Station Rd): from NC 33 to SR 1923 (West Rd)

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Beaufort requesting that the above described road, the location of which has been indicated in red on the attached map, be abandoned from the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be abandoned from the Secondary Road System, if the road meets minimum criteria established by the Division of Highways of the Department of Transportation for the abandonment of roads from the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Beaufort that the Division of Highways is hereby requested to review the above described road, and abandon the road for maintenance if it meets established criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Beaufort at a meeting on the _____ day of _____, 20___.

WITNESS my hand and official seal this the _____ day of _____, 20___.

Official Seal

Clerk, Board of Commissioners
County: _____

PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways

Form SR-2 (3/2006)

North Carolina Department of Transportation
Division of Highways
Secondary Road Abandonment Investigation Report

County	Beaufort	Co. File No.		Date	4/23/21
Township	Richland	Div. File No.		Div.#	2

SR No. & Local Name If Any: SR 1973 Guilford Station Rd

Length To Be Abandoned: 1.46 Mi.

Length To Be Retained (if applicable): 0.08 miles North of NC 33

Width: 60' Type: Soil Based Road Condition: Fair

Number of homes having entrances into road: N/A

Other uses having entrances into road: Agriculture

Is the road a school bus route? No

Average Daily Traffic Count (estimated): 4

Date of last State maintenance performed:

Is the road a mail route? No

Are there any bridges, pipe > 48''or retaining walls present in the right of way? No

Is a petition for this request attached? Yes

Is the County Commissioners' Approval attached? Yes

If not, give reason:

Additional information applicable:

Submitted by _____ DISTRICT ENGINEER

Reviewed and Approved _____ DIVISION ENGINEER

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER _____

	Do not write in this space- For Use by Secondary Roads Unit Petition #

Form SR-5 (11/05/2007)

Road Abandonment / All of SR 1937 (Guilford Station Road)

Nutrien™

JBP/04272021

ADDENDUM 2

Health Dept Communicable Disease Expansion Plan, Stage II

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 01/03/2022

FY Budget: FY22 #13

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105120-512100	Immunization/Communicable Disease Salary	$26,531	
105120-518100	Immunization/Communicable Disease FICA	$1,645	
105120-518200	Immunization/Communicable Disease LGERS	$3,024	
105120-518300	Immunization/Communicable Disease Health	$3,195	
105120-518400	Immunization/Communicable Disease Medicare	$385	
105120-518600	Immunization/Communicable Disease Life	$15	
105120-518900	Immunization/Communicable Disease 401K	$531	
109991-499100	County Appropriation		$34,535
100211-445100	Communicable Disease Revenue	$69,861	

Department Justification:

- Communicable Disease State Funding
- Reducing county appropriation by $34,535 for expenses already allocated in the FY22 budget
- Increasing FY22 for new Public Health Nurse III position as part of the Communicable Disease Expansion Plan

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

County Position No. TBA

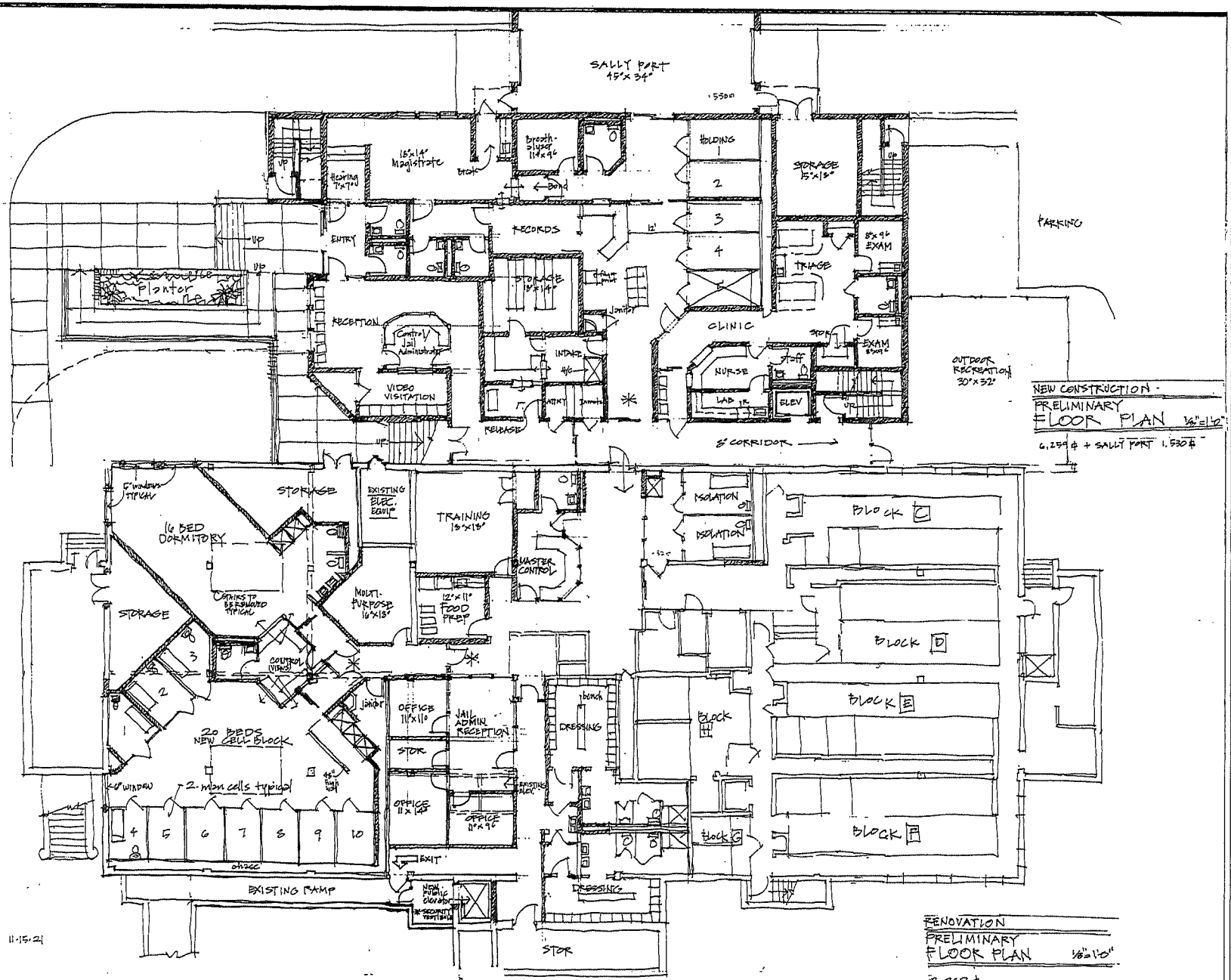
State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		12/13/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

ADDENDUM 3

Jail Committee Update



Revisions:

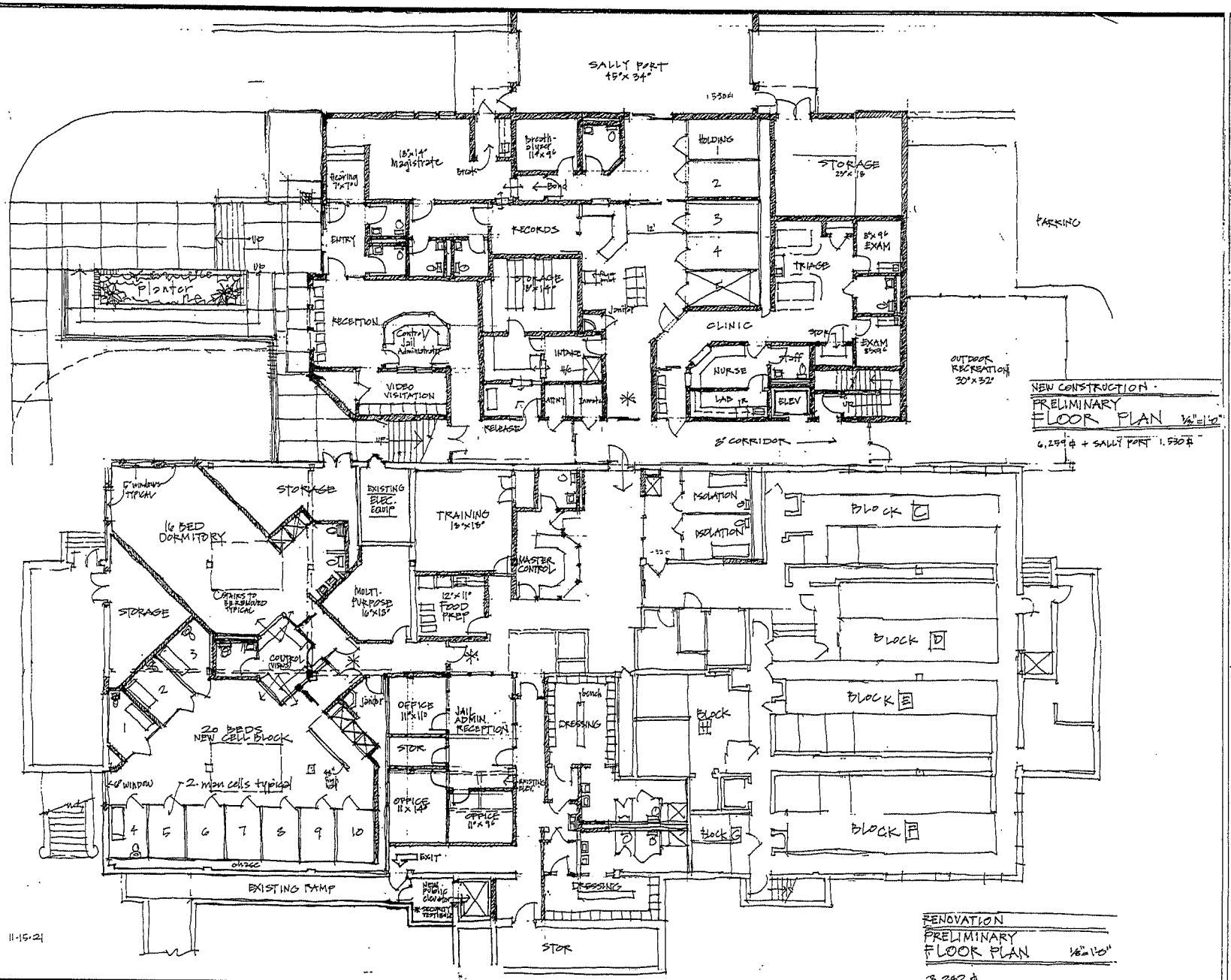
Proposed Jail Expansion
Beaufort County Courthouse
112 W. Second Street Washington, NC

3-STORY ADDITION/ RENOVATION

ARCHITECT
CAROL L. WARREN JR.
600 Tiffany Boulevard Suite E
Rocky Mount, NC 27804
(252)977-7767
archstyle@mindspring.com

Contractor shall verify and be responsible for all dimensions at job.

Oct -21 date
project sheet
21-43



Rev. 11-15-21

Revisions:

Proposed Jail Expansion

Beaufort County Courthouse

112 W. Second Street Washington, NC

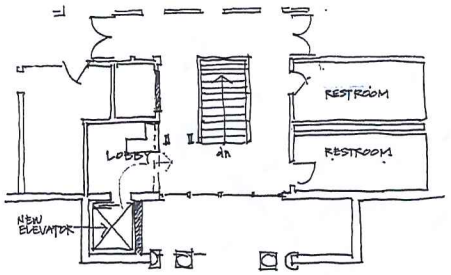
3-Story Addition/ Renovation

ARCHITECT
ERROLL L. WARREN, JR.
800 Tiffany Boulevard
Suite C
Rocky Mount, NC 27804
(252)977-7767

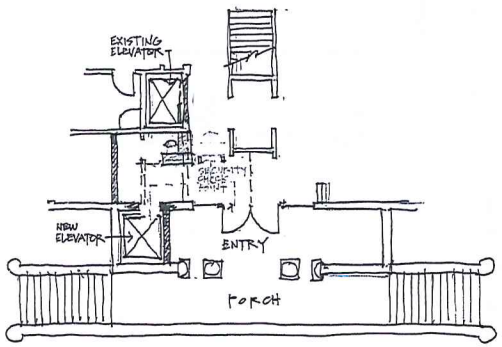
Contractor shall verify and be responsible for all dimensions at job.

Oct-21
date
project

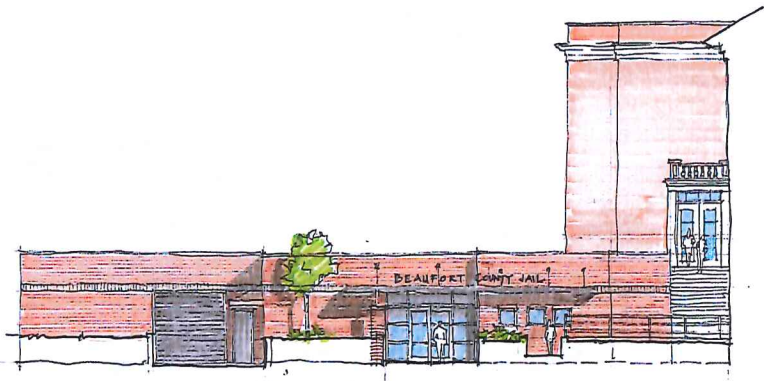
21-43



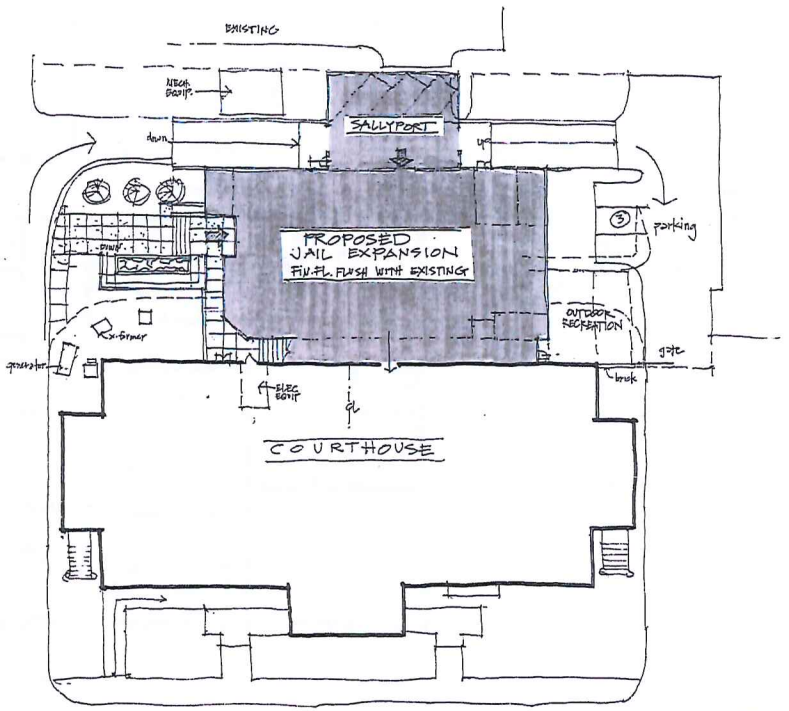
RENOVATION – NEW ELEVATOR
PRELIMINARY
2ND FLOOR PLAN 1/8"=1'0"



RENOVATION- NEW ELEVATOR
PRELIMINARY
FIRST FLOOR PLAN 1/8"=1'0"



3-STORY ADDITION
WEST ELEVATION 1/8"=1'0"
Beaufort County Jail Expansion & Renovation



PRELIMINARY
SITE PLAN 1"=20'

Revisions:

Proposed Jail Expansion
Beaufort County Courthouse
112 W. Second Street Washington, NC

3-STORY ADDITION/ RENOVATION

ARCHITECT
CAROLL WARREN, JR.
506 Tiffany Boulevard Suite E
Rocky Mount, NC 27804
(252)977-7797
archjw@hotmail.com

Contractor shall verify and be responsible for all dimensions at job.

Oct-21 date proposed
21-43 sheet

Revisions:

Beaufort County Courthouse
Proposed Jail Expansion
112 W. Second Street Washington, NC

3 STORY ADDITION/ RENOVATION

ARCHITECT
ERIC J. MURRAY, AIA

Oct-21
21-43

3rd FLOOR PRELIMINARY FLOOR PLAN 1/8"=1'-0"
G. 350 ft²

2ND FLOOR PRELIMINARY FLOOR PLAN 1/8"=1'-0"
G. 1356 ft²

3 STORY ADDITION
WEST ELEVATION 1/8"=1'-0"
Beaufort County Jail Expansion & Renovation

RENOVATION AND EXPANSION
BEAUFORT COUNTY JAIL
Washington, NC

December 15, 2012

New construction based on spread concrete footings, steel frame, steel joists, metal deck single ply roof over polyiso insulation, concrete masonry, brick veneer, concrete masonry interior walls, aluminum storefront, lay in ceilings, interior finishes security ceilings and jail equip, hollow metal doors and frames. VRF (Variable refrigerant flow) Heat pump heating and air conditioning

1 STORY ADDITION	6,259 SF Heated 1,530 SF Sally Port 7,789 TOTAL	
General Conditions	$114,500	
Demolition	75,000	
Site work and rework parking	275,000	
Structure/Concrete	390,000	
Masonry	345,000	
Roofing	40,000	
Interior finishes	45,000	
Doors, Frames, Storefront	65,000	
Casework	32,000	
Fire Suppression	90,000	
Plumbing	115,000	
Mechanical (VRF)	302,000	
Electrical	350,000	
Jail Equipment	265,000	
Subtotal	$2,503,500	
Contractor's Profit @ 15%	361,950	
Total Construction Cost		$2,865,450

SECURITY VESTIBULE, STAIR/ELEVATOR

900 x 3=2,700 sf

Sitework-Foundation	5,000	
Structure	125,000	
Concrete/Masonry	45,000	
Roofing	6,500	
Stair – Steel Pan	40,000	
Elevator	95,000	
Fire Suppression	27,000	
Electrical	75,000	
Mechanical	20,000	
Subtotal	$438,500	
Contractor's Profit @ 15%	61,725	
Total Construction Cost		$500,225

NEW PUBLIC ELEVATOR

General Conditions	$34,500	
Demolition	175,000	
Concrete/Masonry	45,000	
Roofing	5,000	
Interior finishes	6,000	
Aluminum Storefront	4,000	
Elevator	95,000	
Plumbing	4,500	
Electrical	10,500	
Subtotal	$379,500	
Contractor's Profit @ 15%	56,925	
Total Construction Cost		$436,425

RENOVATION OF EXISTING BASEMENT/JAIL

8,282 sf

General Conditions	$104,500	
Demolition/Patching	125,000	
Concrete/Masonry	245,000	
HM Frames	125,000	
Jail Equipment	1,050,000	
Control wiring, locks Doors Cells, furniture Fixtures Ceilings		
Steel studs, drywall	8,500	
Interior Finishes	45,000	
Doors and Hardware	35,000	
Fire Suppression	80,000	
Plumbing	224,000	
Mechanical	325,000	
Remove existing ductwork, Install VRF HVAC units, ductwork		
Electrical	185,000	
Subtotal	$2,552,000	
Contractor's Profit @ 15%	382,000	
Total Construction Cost		$2,934,800

2 STORY ADDITION	6,259 x 2 =	12,518 SF
General Conditions	$65,000	
Demolition/Patching	35,000	
Additional Site Prep/Foundations	40,000	
Structure	445,000	
Steel		
Concrete		
Concrete Masonry at stairwell	40,000	
Masonry Veneer	145,000	
Steel Studs/insul sheathing	125,000	
Drywall	65,000	
Interior Finishes	45,000	
Storefront/windows	155,000	
Doors, frames, hardware	35,000	
Stairs	80,000	
Plumbing-M/F x 2	65,000	
Mechanical Install VRF HVAC units, ductwork	240,000	
Electrical	185,000	
Subtotal	$1,765,000	
Contractor's Profit @ 15%	264,750	
Total Construction Cost		$2,029,750

Heating and Air Conditioning Replacement

Replace existing HAVC	$1,250,000

ADDENDUM 4

Application for Non-Emergency Franchise

Medical Transport Service, Inc.
902 East Memorial Drive · P.O. Box 506 · Ahoskie 27910
(252) 332-4555 · Fax (252) 332-4515

October 22, 2021

Beaufort County Emergency Services
Attn: Jeffrey Hibbard
1420 Highland Drive
Washington NC 27889

MedEx is pleased to submit our application for Non-Emergency Medical Transportation to the Beaufort County EMS System and we look forward to providing the citizens of Beaufort and surrounding counties our community based approach to non-emergency medical transportation.

MedEx Medical Transport Service, Inc., (MedEx) based in Ahoskie, North Carolina, strives to provide the highest level of clinical excellence in non-emergency medical care to the communities we serve in Cumberland, Durham, Hertford, Johnston, Lenoir, Martin, Pitt, Wake, Wayne and Wilson Counties. Commitment to our communities, along with our love of the people within it, guided us in the beginning and is our driving force today. At MedEx, we are proud to be a community of people caring for our family, friends, and neighbors.

We have a great deal of pride in what we do, and we see every day as an opportunity to make a difference. Our passion and compassion guide our actions as we treat more than just the injury or ailment, but the person as a whole.

Passion, compassion, dedication, investment, and innovation...that's the MedEx way.

Sincerely

Jeffrey D White
Chief Operations Officer
MedEx Medical Transport, Inc.

MedEx Medical Transport

Franchise Application

Beaufort County EMS System

October 22, 2021

1	Franchise Application
2	Articles of Incorporation
3	Employee Roster
4	Vehicle List
5	Certificate of Liability Insurance
6	Educational Plan
7	NCOEMS Provider License
8	

Application for Franchise
To
Operate Ambulances in Beaufort County

To: County Board of Commissioners:

The Undersigned hereby applies to the Beaufort County Board of Commissioners for a Franchise to operate Ambulances in Beaufort County and pursuant to Section ('s) III of the Beaufort County EMS System Oversight Ordinance.

Note: (Sections referenced below refer to corresponding portion of ambulance service ordinance.)

Section III Application for Franchise

3.1

(a) The name and address of the ambulance provider and the owner of the ambulance (s):

MedEx Medical Transport, Inc.
902 East Memorial Drive
Ahoskie, NC 27910

(b) The Trade or other fictitious names, if any, under which the applicant does business, along with a certified copy of an assumed name certificate stating such name or Articles of Incorporation stating such name.

MedEx Medical Transport, Inc. does not operate under any trade or other fictitious name(s).

A Copy of the Articles of Incorporation are attached herein as Attachment 1

(c) A Resume of the training and experience of the applicant in the transportation and care of patients.

MedEx Medical Transport, Inc. (MedEx) headquartered in Ahoskie North Carolina, has established itself as a leader in the field of private medical transportation services in the State of North Carolina.

Our management team is supported by our regional staff, creating a tremendous depth of experience in customer service, operations management, communications, clinical services, reimbursement, fleet maintenance, and safety and risk management. This experience and depth permits us to offer the highest quality of service and cost efficiency. Our Local team of seasoned managers are able to deliver personalized attention and customer service twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year. Our full commitment is paramount to our franchised counties, their residents, and health care facilities.

(d) A full description of the type and level of service to be provided including the location of the place or places from which it is intended to operate, the manner in which the public will be able to obtain assistance and how the vehicles will be dispatched.

MedEx Medical Transport, Inc. offers Basic (BLS) and Advanced Life Support (ALS) non-emergency medical transportation. Our base of operation is located at 101 Staton Court Greenville, North Carolina. MedEx operates twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year. The public has access to our communication center by toll free and local numbers that are easily accessible to the general public, and health care centers across northeastern North Carolina. MedEx bases its level of staffing on the demand that is warranted for services. For all non-emergency basic and advanced life transports we staff on a 30 minute response time. MedEx prioritizes all requests for assistance from any county or municipal based organization with an immediate response.

(e) A description of the applicant's capability to provide service: how many hours a day service will be available: how many days a week the service will be available for the district covered by the franchise applied for and an estimate of the minimum and maximum times for a response to calls within such district.

MedEx has the capability, resources, knowledge, and experience to be a good partner and an asset to the Beaufort County EMS System. Our capabilities range from wheelchair van transports, advanced life support, convalescent and bariatric transports. We have proven ourselves numerous times to be an asset and a good partner to the local EMS Systems and throughout the State of North Carolina.

MedEx operates twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year.

MedEx bases its level of staffing on the demand that is warranted for services. For all non-emergency basic and advanced life transports we staff on a 30 minute response time. MedEx prioritizes all requests for assistance from any county or municipal based organization with an immediate response.

4.1 If applicant desires to provide service to only a portion of Beaufort County, applicant shall attach a map or other description of proposed service area; otherwise, this shall be an application for Countywide Service.

MedEx coverage area will include the entire County of Beaufort

4.2 Type of Franchise applying for:

1.	**Basic Life Support:**	**Non-Emergency Transport**	**(X)**
2.	**Basic Life Support:**	**Emergency**	**( )**
3.	**Advanced Life Support:**	**Non-Emergency Transport**	**(X)**
4.	**Advanced Life Support:**	**Emergency**	**( )**

4.3 Provide Current Employee List

MedEx Employee Roster is attached herein as Attachment 2

4.4 Standards for Vehicles and Equipment (List vehicles and Level of Care)

MedEx vehicle list is attached herein as Attachment 3

4.5 Insurance

MedEx Certificate of Liability Insurance is attached herein as Attachment 4

4.6 Documentation of a Training Program

MedEx Education Plan is attached herein as Attachment 5

Request for approval:

This the 22th day of October, 2021

Signature

MedEx Medical Transport, Inc.
Agency

Chief Operations Officer
Position

Attachment 1

Articles of Incorporation

NORTH CAROLINA
Department of the Secretary of State

①

CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

MEDEX MEDICAL TRANSPORT SERVICE INC

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 1st day of December, 2009, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 8th day of December, 2011.

Elaine F. Marshall

Secretary of State

Certification# 92113653-1 Reference# 10776880- Page: 1 of 1
Verify this certificate online at www.secretary.state.nc.us/verification

(1)

BATTLE, WINSLOW, SCOTT & WILEY, P.A.

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* Board certified specialist in bankruptcy law

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J. BRIAN SCOTT
SAMUEL S. WOODLEY, JR.
LEON HENDERSON, JR.
OF COUNSEL

KEMP D. BATTLE (1888-1973)
FRANCIS E. WINSLOW (1888-1976)
ROBERT M. WILEY (1925-1998)

MEMBER OF MERITAS WITH
INDEPENDENT LAW FIRMS
WORLDWIDE

MEMORANDUM

DATE: December 14, 2011

TO: Donna C. Hurdle
450 Hwy 461
Ahoskie, NC 27910

FROM: Randall B. Pridgen

SUBJECT: MedEx Medical Transport Service, Inc.

In connection with the above-referenced matter, we herewith enclose a certified copy of the Certificate of Existence from the North Carolina Department of the Secretary of State.

If you should have any questions, please contact me.

(1)

NORTH CAROLINA
Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

MEDEX MEDICAL TRANSPORT SERVICE INC

the original of which was filed in this office on the 1st day of December, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 1st day of December, 2009

Elaine F. Marshall

Secretary of State

Document Id: C200932200075

SOSID: 1125746
Date Filed: 12/1/2009 9:54:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C200932200075

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: MedEx Medical Transport Service, Inc.

2. The number of shares the corporation is authorized to issue is: 100,000

3. These shares shall be: *(check either a or b)*

   a. ☑ all of one class, designated as common stock; or

   b. ☐ divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G.S. Section 55-6-01.

4. The street address and county of the initial registered office of the corporation is:

   Number and Street 450 Hwy 461

   City Ahoskie State NC Zip Code 27910 County Hertford

5. The mailing address, *if different from the street address*, of the initial registered office is:

   Number and Street _____

   City _____ State _____ Zip Code _____ County _____

6. The name of the initial registered agent is: Donna C. Hurdle

7. Principal office information: *(must select either a or b.)*

   a. ☑ The corporation has a principal office.

   The street address and county of the principal office of the corporation is:

   Number and Street 450 Hwy 461

   City Ahoskie State NC Zip Code 27910 County Hertford

   The mailing address, *if different from the street address*, of the principal office of the corporation is:

   Number and Street _____

   City _____ State _____ Zip Code _____ County _____

   b. ☐ The corporation does not have a principal office.

8. Any other provisions, which the corporation elects to include, are attached.

9. The name and address of each incorporator is as follows:

Randall B. Pridgen-Incorporator

Battle,Winslow, Scott & Wiley, P.A.

P.O. Box 7100

Rocky Mount, NC 27804

10. These articles will be effective upon filing, unless a date and/or time is specified:

This the 17th day of Nov 2009

MedEx Medical Transport Service, Inc.

Randall B. Pridgen
Signature

Randall B. Pridgen - Incorporator
Type or Print Name and Title

NOTES:
1. Filing fee is $125. This document must be filed with the Secretary of State.

CORPORATIONS DIVISION P. O. BOX 29622 RALEIGH, NC 27626-0622
(Revised January, 2002) *(Form B-01)*

(1)

Attachment to Articles of Incorporation
Of
MedEx Medical Transport Service, Inc.

No person who is serving or who has served as a director of the corporation shall be personally liable to the corporation or any of its shareholders for monetary damages for breach of duty as a director, except for liability with respect to (i) acts or omissions that the director at the time of such breach knew or believed were clearly in conflict with the best interests of the corporation, (ii) any transaction from which the director derived an improper personal benefit, (iii) acts or omissions occurring prior to the effective date of this article or (iv) acts or omissions with respect to which the North Carolina Business Corporation Act does not permit the limitation of liability. As used herein, the term "improper personal benefit" does not include a director's reasonable compensation or other reasonable incidental benefit for or on account of his service as a director, officer, employee, independent contractor, attorney, or consultant of the corporation. No amendment or repeal of this article, nor the adoption of any provision to these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal, or adoption.

Attachment 2

Employee Roster

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Lily A Al-Omari P527644	Emergency Medical Technician	12/31/2024
Ryan Connor Allen P509806	Emergency Medical Technician	12/31/2022
Chance Scott Anderson P535577	Emergency Medical Technician	1/31/2025
Tyquinn Joshua Andrews P502933	Emergency Medical Technician	2/28/2025
Madison Paige Arcuri P526139	Emergency Medical Technician	6/30/2021
Anita Arreola Aguilar P527542	Emergency Medical Technician	10/31/2024
Travis T Askew P092093	Emergency Medical Technician	5/31/2021
Matthew T August P048131	Paramedic	5/31/2021
Devyn Elizabeth Bahnmiller P519362	Emergency Medical Technician	8/31/2023
Bradley Thomas Baker P071520	Emergency Medical Technician	7/31/2024
Kaylee Marie Baker P531930	Emergency Medical Technician	3/31/2025
Matt Ballance P112579	Emergency Medical Technician	6/30/2021
Cary Kenneth Barnes III P525815	Emergency Medical Technician	1/31/2025
David A Barona P024754	Paramedic	8/31/2023
Peyton Tyler Barrow P536755	Emergency Medical Technician	3/31/2022
Jessica L Beall P093070	Emergency Medical Technician	8/31/2021
Jessica Jean Beckner P085641	Emergency Medical Technician	7/1/2021
Nicholas Austin Beichler P532922	Emergency Medical Technician	12/31/2024
Jayda Rose Bodine P527026	Emergency Medical Technician	10/31/2024
Danielle L Borck P085393	Emergency Medical Technician	8/31/2024
Jennifer L Bracken P123089	Paramedic	6/30/2023
Alice Bradley P515651	Emergency Medical Technician	7/31/2023
Michael Brewer P040505	Emergency Medical Technician	1/31/2024
Jeffrey A Bright P006179	Paramedic	11/30/2022
	Emergency Medical Dispatch	6/30/2022
Laura Christiana Briley P522364	Emergency Medical Technician	12/31/2023
DIANA L. Brisson P074884	Emergency Medical Technician	9/30/2022
Casey Amanda Brock P092375	Emergency Medical Technician	6/30/2025
Gregory Brooks Jr. P093394	Emergency Medical Technician	4/30/2021
Olivia Bussey P527623	Emergency Medical Technician	12/31/2024
Meagan Nicole Butler P530559	Emergency Medical Technician	9/30/2024
Patricia L Campbell P034935	Paramedic	4/30/2023
Eric Cannizzaro P060774	Emergency Medical Technician	3/31/2025
Savannah Jane Cating P515507	Emergency Medical Technician	6/30/2023
Robert Lynn Caulder P097594	Emergency Medical Technician	1/31/2022
Kevin Alexander Cestero P522367	Emergency Medical Technician	1/31/2024
Donna C Chamblee P075701	Advanced Emergency Medical Technician	12/31/2024
Deshawn Leon Chaplin P071563	Emergency Medical Technician	3/31/2024
Katlin Mallory Chavis P121122 SC504721	Emergency Medical Technician	12/9/2021
Paul Alan Chestnutt P533831	Emergency Medical Technician	1/31/2025
Steven C Clark P012169	Emergency Medical Technician	9/30/2023

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Leigh Ann C Cooper P075603	Emergency Medical Technician	10/31/2021
Ricardo Crespo Regalado P531122	Emergency Medical Technician	8/31/2024
Morgan James Crumpler P519501	Emergency Medical Technician	10/31/2023
Maeghan Nicole Cruz P515518	Paramedic	3/31/2025
Steven Paul Curtis P510290	Emergency Medical Technician	2/28/2023
Nikolai Andrew D'Errico P536665	Emergency Medical Technician	2/28/2025
Amber Lee Dalzell P073220	Emergency Medical Technician	6/30/2022
Brittney M Daniels P051825	Emergency Medical Technician	7/31/2024
Mark Denning P062539	Advanced Emergency Medical Technician	8/31/2022
David Drumheller P073760	Paramedic	5/1/2025
Maggie Jean Durkey P123650	Paramedic	5/31/2023
Megan Dutton P520252	Emergency Medical Technician	3/31/2022
Benjamin G Edwards P060470	Paramedic	5/30/2025
Hannah Marie Edwards P531924	Emergency Medical Technician	1/31/2025
Joshua Joseph Ehnert P530172	Emergency Medical Technician	8/31/2024
Kristin Leanna Elliott P510369	Emergency Medical Technician	9/30/2024
Gabriel L Etters P122482	Emergency Medical Technician	7/31/2021
Joshua Faircloth P526108	Emergency Medical Technician	3/31/2022
Cameron Miya Flores P530852	Emergency Medical Technician	9/30/2024
Brianna Lindsay Floyd P125749	Emergency Medical Technician	1/31/2022
Jacob Frett P067667	Emergency Medical Technician	9/30/2021
William T Gentry P048563 SC525826	Paramedic	12/31/2021
Kristan J Giggey P103754	Emergency Medical Technician	11/30/2022
Jessica Danielle Gonzalez P095162	Emergency Medical Technician	9/30/2021
Jeremiah Zachary Goodson P065166	Paramedic	1/31/2025
Tonya Denise Gordon P049697	Paramedic	7/31/2022
Shayla Evonne Gray P533766	Emergency Medical Technician	1/31/2025
Sarah E Hackman P526874	Emergency Medical Technician	3/31/2022
John Austin Hardee P079557	Emergency Medical Technician	3/31/2023
Stormie Lee Hatem P123616	Emergency Medical Technician	12/7/2021
Clayton T Haynes P122399	Emergency Medical Technician	10/31/2021
Fatasha Ann Hensley P530170	Emergency Medical Technician	9/30/2024
Christopher D Heres P024658	Emergency Medical Technician	4/30/2023
Alejandro Hernandez P510915	Emergency Medical Technician	4/30/2023
Savannah Leigh Hester P122483	Paramedic	1/31/2024
Jacob Christopher Hilliard P513888	Advanced Emergency Medical Technician	7/31/2024
Vernon W Hilliard JR P024825	Paramedic	8/31/2024
Kristopher Hinnant P073444	Emergency Medical Technician	3/31/2023
Trevor Daniel Hynes P530454	Emergency Medical Technician	7/31/2024
Adrienne N Jackson P081784	Emergency Medical Technician	9/30/2023
Alyssa Rae Jarvis P522365	Emergency Medical Technician	2/29/2024
Jacob Jernigan P526239	Emergency Medical Technician	6/30/2024
Marian F Johnson P005409	Paramedic	2/29/2024

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Seth Ryan Johnson P535377	Emergency Medical Technician	12/31/2024
Cassidy Ruby Jones P522973	Emergency Medical Technician	3/31/2024
Christopher A Jones P012724 SC041036 WV082488	Paramedic	7/31/2022
Monica Kestler P504400	Emergency Medical Technician	10/31/2022
Lauren Ashleigh Kidd P116092	Emergency Medical Technician	3/31/2025
Franchesca King P108209	Emergency Medical Technician	12/31/2023
Donald Dewayne Knowles Jr. P527318	Emergency Medical Technician	6/30/2024
Amber Lasha Kocur P092963	Emergency Medical Technician	9/30/2023
Michael Blake Lamm P124015	Emergency Medical Technician	4/30/2023
Kristy Lawrence P530165	Emergency Medical Technician	9/30/2024
Ashley Carol Lazzara P124397	Emergency Medical Technician	1/31/2022
Erica Danielle Lee P533161	Emergency Medical Technician	12/31/2024
Veronika Livingston P106286	Emergency Medical Technician	5/31/2023
Caroline Nicole Locklear P125884	Emergency Medical Technician	1/31/2022
Haloyd Locklear P122461	Emergency Medical Technician	1/31/2022
Katrina Locklear P123552	Paramedic	6/30/2023
Joseph Dillon Lowe P083729	Paramedic	8/31/2022
Thomas scott Lowe P085690	Emergency Medical Technician	11/30/2023
Mike Lowry P047120		
Andrew Michael Madigan P521683	Emergency Medical Technician	1/31/2024
Heather N Martin P120013	Emergency Medical Technician	6/30/2025
Jacquelin L Martin P012584 WV082921	Paramedic	12/31/2023
Jennifer Leah Martire P088455	Emergency Medical Technician	9/30/2024
Ronnie McDougald P121261	Emergency Medical Technician	4/30/2022
Stephanie B McNair P107440	Emergency Medical Technician	7/31/2023
Emilia Lee Medina P539741	Emergency Medical Technician	3/31/2025
Elizabeth Grace Michael P514539	Emergency Medical Technician	8/31/2023
Lindsay K Morris P082696		
Darien Jerome Murphy Jr P519957	Emergency Medical Technician	12/31/2024
Klirissa H Ormond P072015	Emergency Medical Technician	9/30/2021
Darleen Outlaw P015153	Emergency Medical Technician	8/31/2024
Deborrah Ellen Pabst P515711	Emergency Medical Technician	5/31/2023
Cailyn Aliya Singh Pellegrino P527317	Emergency Medical Technician	5/31/2024
Timothy L Perry P031655	Emergency Medical Technician	4/30/2022
Alicia Piland P077565	Emergency Medical Technician	3/31/2023
Emily Sue Pridgen P522873	Emergency Medical Technician	5/31/2024
Hannah Mikel Rabon P503327	Emergency Medical Technician	5/31/2023

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Kevin Uriel Ramirez P121426	Emergency Medical Technician	7/31/2021
Orlando Ramos P099186	Paramedic	5/31/2024
Christopher Ryan Reason P101606	Paramedic	5/31/2023
Abdullah Soul Reaves P530098	Emergency Medical Technician	12/31/2021
Brian E Rendon P039070	Paramedic	1/31/2025
Alexis Corrin Richardson P506877	Advanced Emergency Medical Technician	10/31/2024
Wilbert L Ricks JR P028054	Emergency Medical Technician	12/31/2023
Jeffery David Rivers P062183	Emergency Medical Technician	3/31/2022
Brittany S Roberts P121099	Emergency Medical Technician	11/30/2021
Jessica Roberts P507324	Emergency Medical Technician	10/31/2022
Zindi Cristel Rochin-Garcia P119230	Emergency Medical Technician	6/30/2024
Angela D Roycroft P047410	Emergency Medical Technician	2/28/2023
Brandon M Rumpf P121807	Emergency Medical Technician	7/31/2021
Devin William Sabatino P531315	Emergency Medical Technician	9/30/2024
Alex Daniele Salvaggio P533077	Emergency Medical Technician	12/31/2024
Ashley D Sawyer P067434	Emergency Medical Technician	3/31/2025
Marissa Joy Schmidt P533389	Emergency Medical Technician	2/28/2025
John R Schroeder P005019	Emergency Medical Technician	6/30/2021
Shawn Russell Sellew P524384	Emergency Medical Technician	11/30/2023
Jake Mathew Selwanes P535845	Emergency Medical Technician	3/31/2025
Sara Jessica Selwanes P535840	Emergency Medical Technician	3/31/2023
Madiha Siddiqui P528238	Emergency Medical Technician	7/31/2024
Katrina Sigmon P027225	Emergency Medical Technician	4/30/2022
William F Simmons P051206	Emergency Medical Technician	11/30/2021
Luke Bobby Sine P501906	Emergency Medical Technician	6/30/2022
Logan Joesph Skelson P528191	Emergency Medical Technician	9/30/2024
Justin M Smith P089835	Emergency Medical Technician	11/30/2022
Matthew Brandon Smith P532708	Emergency Medical Technician	12/31/2024
Montay Ramsey Smith P124042 SC525978 WV526153	Paramedic	8/31/2024
Deven Snyder P518347	Emergency Medical Technician	7/31/2023
Shannon Nicole Snyder P115692	Emergency Medical Technician	8/31/2021
Johnette R Spear P013962	Emergency Medical Technician	1/31/2023
Harper Savannah Spell P517880	Emergency Medical Technician	7/31/2023
Eugene Stanley P510449	Paramedic	5/31/2024
David R Stelzner Sr P005546	Paramedic	5/31/2023
Peter James Stoddard P095149	Paramedic	1/31/2023
Taylor C Strickland P123625	Emergency Medical Technician	2/28/2022
Lindsey Brooke Summerlin P116456	Emergency Medical Technician	5/1/2025
Cameron Ryan Sutton P527622	Emergency Medical Technician	12/31/2024
Crystal Dawn Swinson P087638	Paramedic	5/31/2023

MedEx Medical Transport
Employee Roster 2021

Constance S Taylor P036759	Paramedic	12/31/2021
Vada Michelle Taylor P504412	Emergency Medical Technician	7/31/2022

Name	Certification	Exp Date
Mitchell Patrick Terry P112490	Emergency Medical Technician	2/28/2025
Skylar Tetro P123563	Emergency Medical Technician	1/31/2023
David R. Thompson P088126	Emergency Medical Technician	5/30/2025
William Cole Tisdale P510399	Emergency Medical Technician	12/31/2022
Abigail Geneva Torres P529067	Emergency Medical Technician	3/31/2025
Alicia Michele Tripp P515899	Emergency Medical Technician	9/30/2023
Austin Reid Turnage P514236	Emergency Medical Technician	6/30/2023
Sharanya Uchil P519840	Emergency Medical Technician	10/31/2023
Lennie Vernet P509602	Emergency Medical Technician	2/28/2023
Flogster J.S. Vildor P125240	Emergency Medical Technician	1/31/2022
Franklin Morris Vittoe P027029	Emergency Medical Technician	9/30/2024
William Voyles JR P115855	Emergency Medical Technician	1/31/2025
Michael S Waite P062960	Paramedic	1/31/2025
Phyllis S Warrick P089770	Emergency Medical Technician	4/30/2025
Robbin Matthew Weatherford P116905	Paramedic	4/30/2022
Valerie Yvonne Webb P115343	Emergency Medical Technician	8/31/2021
John Anderson Whichard P112796	Paramedic	6/30/2022
Colin Delton White P121020	Emergency Medical Technician	11/30/2021
Jeffrey D White P006246		
Kenya Lakendra Williams P508116	Emergency Medical Technician	5/31/2023
William A Wrenn P093069	Emergency Medical Technician	9/30/2022
Daniel A Zimmerman P123180	Paramedic	5/31/2023
nora gomez P521317	Emergency Medical Technician	1/31/2024
Kristy lieu P518821	Emergency Medical Technician	11/30/2023
liam tristian tew P520251	Emergency Medical Technician	12/31/2023

Attachment 3

Vehicles and Equipment

MedEx Medical Transport

Vehicle List 2021

VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1FDSS3EP9ADA32493	2010	39	NC003419	6/30/2021	Permanent	EMT	In Service
1GBHG396791170679	2009	13	NC001986	9/30/2022	Permanent	EMT	In Service
1GBHG396X71240088	2007	31	NC001917	7/31/2022	Permanent	EMT	In Service
1GBHG396X91143573	2009	38	NC003418	6/30/2021	Permanent	EMT	In Service
1GBJG316881127366	2008	26	NC003420	6/30/2021	Permanent	EMT	In Service
1GBZGHCL1G1241209	2016	46	NC004310	10/31/2022	Permanent	EMT	In Service
1GBZGHCL1G1241839	2016	47	NC004307	10/31/2022	Permanent	EMT	In Service
1GBZGHCL5G1239964	2016	50	NC004306	10/31/2022	Permanent	EMT	In Service
1GBZGHCL8G1240686	2016	48	NC004309	10/31/2022	Permanent	EMT	In Service
1GBZGHCL9G1240177	2016	49	NC004308	10/31/2022	Permanent	EMT	In Service
1GD675CL6B1133640	2011	101	NC001916	7/31/2022	Permanent	EMT	In Service
1GHBHG396191167485	2009	11	NC000669	3/31/2022	Permanent	EMT	In Service
3D6WD66L59G529790	2008	107	NC004311	10/31/2022	Permanent	EMT	In Service
1FDSS3ELXEDB07138	2014	21	NC004773	6/30/2023	Permanent	EMT	In Service
1FDUF4GT4BEC48177	2011	113	NC003394	5/31/2022	Permanent	EMT	In Service
1FDUF4GT9HEC98629	2017	100	NC005391	8/31/2023	Permanent	EMT	In Service
1FDWE3FN9MDC16262	2020	114	NC005742	5/31/2023	Permanent	EMT	In Service
1FDWE3FS8KDC33315	2019	116	NC005715	8/31/2022	Permanent	Paramedic	In Service
1FDWE3FSXJDC37400	2018	45	NC004331	12/31/2022	Permanent	EMT	In Service
1FDYR2CM2HKA98981	2017	51	NC002595	4/30/2023	Permanent	EMT	In Service
1FDYR2CM3HKA42306	2017	52	NC002596	4/30/2023	Permanent	EMT	In Service
1GB3G2CL0B1151206	2011	115	NC005356	9/30/2022	Permanent	EMT	In Service
1GB6G2BL3A1180177	2011	55	NC004856	10/31/2021	Permanent	EMT	In Service
1GB6G5C19C1202556	2012	34	NC002556	2/28/2023	Permanent	Paramedic	In Service
1GB6G5CL6C1168995	2012	102	NC004268	5/31/2022	Permanent	EMT	In Service
1GB6G5CL8F1155816	2015	112	NC005349	4/30/2022	Permanent	Paramedic	In Service
1GB6G5CL9F1157932	2015	111	NC003393	5/31/2022	Permanent	EMT	In Service
1GB9G5B61A1133108	2010	19	NC004342	3/31/2023	Permanent	EMT	In Service
1GB9G5B62A1116642	2010	29	NC004341	2/28/2023	Permanent	EMT	In Service
1GB9G5BL8A1180528	2010	24	NC004267	5/31/2022	Permanent	EMT	In Service
1GBE4V1257414183	2007	1	NC002831	5/31/2023	Permanent	EMT	In Service
1GBHG396391152907	2009	23	NC004794	9/30/2023	Permanent	EMT	In Service
1GBHG396391152924	2009	17	NC004795	9/30/2023	Permanent	EMT	In Service
1GBHG396391170274	2009	14	NC001650	9/30/2022	Permanent	EMT	In Service
1GBHG396491168372	2010	25	NC004895	3/31/2022	Permanent	EMT	In Service
1GBHG396891173526	2009	15	NC001672	4/30/2023	Permanent	EMT	In Service
1GBJG316081191384	2008	110	NC002556	4/30/2022	Permanent	Paramedic	In Service
1GBJK34607E578275	2007	28	NC004768	6/30/2021	Permanent	EMT	In Service
2C4JRGAG7ER428563	2014	27	NC004108	9/30/2023	Permanent	EMT	In Service

MedEx Medical Transport
Vehicle List 2021

VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1FDBR1CG1LKB75262	2020	65	NC005389	8/31/2023	Permanent	EMT	In Service
1FDBR1CG1MKA38887	2021	66	NC005552	9/30/2023	Permanent	EMT	In Service
1FDBR1CG2LKB80762	2020	64	NC005551	9/30/2023	Permanent	EMT	In Service
1FDBR1CG2LKB80793	2021	68	NC005553	9/30/2023	Permanent	EMT	In Service
1FDBR1CG6LKB80795	2020	69	NC005554	9/30/2023	Permanent	EMT	In Service
1FDKE30F0VHB11121	1997	30	NC000943	10/31/2021	Permanent	EMT	In Service
1FDWE3FN1MDC35064	2021	121	NC005743	5/31/2023	Permanent	EMT	In Service
1GBHG396191168460	2009	16	NC001978	9/30/2022	Permanent	EMT	In Service
1GBHG396591168753	2009	22	NC000677	5/31/2022	Permanent	EMT	In Service
1GBHG396X91143573	2009	38	NC003418	6/30/2023	Permanent	EMT	In Service
1GBJG316171203573	2007	32	NC001985	9/30/2022	Permanent	EMT	In Service
3C6LRVDG6ME540318	2021	71	NC005555	9/30/2023	Permanent	EMT	In Service
3C6LRVDG9ME540328	2021	72	NC005556	9/30/2023	Permanent	EMT	In Service
3D6WC6EL9AG127831	2010	106	NC004287	7/31/2022	Permanent	EMT	In Service

Attachment 4

Certificate of Liability Insurance

MEDEMED-01 OKAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valley Forge Captive Advisors 630 Freedom Business Center Drive Suite 203 King Of Prussia, PA 19406	CONTACT NAME: PHONE (A/C, No, Ext): (610) 458-3659 FAX (A/C, No): (484) 965-9627 E-MAIL ADDRESS:
INSURED MedEx Medical Transport Service, Inc. 902 E Memorial Drive Ahoskie, NC 27910	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Coverys Specialty Insurance Company — 15686 INSURER B : Old Republic Insurance Company — 24147 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			005NC000026323	6/6/2021	6/6/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			MWTB 313922	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			005NC000026323	6/6/2021	6/6/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 313921	6/1/2021	6/1/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Commercial Excess/Um			005NC000026323	6/6/2021	6/6/2022	CSL	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Wilson County EMS
1817 Glendale Drive
Wilson, NC 27893-4401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment 5

Educational Plan

MedEx Medical Transport

Educational Plan

EMT- Basic

MODULE 1 PREPARATORY

Lesson 1-1 Introduction to Emergency Medical Care

Familiarizes the EMT-Basic candidate with the introductory aspects of emergency medical care. Topics covered include the Emergency Medical Services system, roles and responsibilities of the EMT-Basic, quality improvement, and medical direction.

Lesson 1-2 Well-Being of the EMT-Basic

Covers the emotional aspects of emergency care, stress management, introduction to Critical Incident Stress Debriefing (CISD), scene safety, body substance isolation (BSI), personal protection equipment (PPE), and safety precautions that can be taken prior to performing the role of an EMT-Basic.

Lesson 1-3 Medical/Legal and Ethical Issues

Explores the scope of practice, ethical responsibilities, advance directives, consent, refusals, abandonment, negligence, duty to act, confidentiality, and special situations such as organ donors and crime scenes. Medical/legal and ethical issues are vital elements of the EMT-Basic's daily life.

Lesson 1-4 The Human Body

Enhances the EMT-Basic's knowledge of the human body. A brief overview of body systems, anatomy, physiology and topographic anatomy will be given in this session.

Lesson 1-5 Baseline Vital Signs and SAMPLE History

Teaches assessing and recording of a patient's vital signs and a SAMPLE history.

Lesson 1-6 Lifting and Moving Patients

Provides students with knowledge of body mechanics, lifting and carrying techniques, principles of moving patients, and an overview of equipment. Practical skills of lifting and moving will also be developed during this lesson.

Lesson 1-7 Evaluation: Preparatory Module

Conduct a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 2 AIRWAY

Lesson 2-1 Airway

Teaches airway anatomy and physiology, how to maintain an open airway, pulmonary resuscitation, variations for infants and children and patients with laryngectomies. The use of airways, suction equipment, oxygen equipment and delivery systems, and resuscitation devices will be discussed in this lesson.

Lesson 2-2 Practical Skills Lab: Airway

Provides supervised practice for students to develop the psychomotor skills of airway care. The use of airways, suction equipment, oxygen equipment and delivery systems, and resuscitation devices will be included in this lesson.

Lesson 2-3 Evaluation: Airway Module

Conduct a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 3 PATIENT ASSESSMENT

Lesson 3-1 Scene Size-Up

Enhance the EMT-Basic's ability to evaluate a scene for potential hazards, determine by the number of patients if additional help is necessary, and evaluate mechanism of injury or nature of illness. This lesson draws on the knowledge of Lesson 1-2.

Lesson 3-2 Initial Assessment

Provides the knowledge and skills to properly perform the initial assessment. In this session, the student will learn about forming a general impression, determining responsiveness, assessment of the airway, breathing and circulation. Students will also discuss how to determine priorities of patient care.

Lesson 3-3 Focused History and Physical Exam - Trauma Patients

Describes and demonstrates the method of assessing patients' traumatic injuries. A rapid approach to the trauma patient will be the focus of this lesson.

Lesson 3-4 Focused History and Physical Exam - Medical Patients

Describes and demonstrates the method of assessing patients with medical complaints or signs and symptoms. This lesson will also serve as an introduction to the care of the medical patient.

Lesson 3-5 Detailed Physical Exam

Teaches the knowledge and skills required to continue the assessment and treatment of the patient.

Lesson 3-6 On-Going Assessment

Stresses the importance of trending, recording changes in the patient's condition, and reassessment of interventions to assure appropriate care.

Lesson 3-7 Communications

Discusses the components of a communication system, radio communications, communication with medical direction, verbal communication, interpersonal communication, and quality improvement.

Lesson 3-8 Documentation

Assists the EMT-Basic in understanding the components of the written report, special considerations regarding patient refusal, the legal implications of the report, and special reporting situations. Reports are an important aspect of pre-hospital care. This skill will be integrated into all student practices.

Lesson 3-9 Practical Skills Lab: Patient Assessment

Integrates the knowledge and skills learned thus far to assure that the student has the knowledge and skills of assessment necessary to continue with the management of patients with medical complaints and traumatic injuries.

Lesson 3-10 Evaluation: Patient Assessment Module

Conduct written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 4 MEDICAL/BEHAVIORAL EMERGENCIES AND OBSTETRICS/GYNECOLOGY

Lesson 4-1 General Pharmacology

Provides the student with a basic knowledge of pharmacology, providing a foundation for the administration of medications given by the EMT-Basic and those used to assist a patient with self-administration.

Lesson 4-2 Respiratory Emergencies

Reviews components of the lesson on respiratory anatomy and physiology. It will also provide instruction on assessment of respiratory difficulty and emergency medical care of respiratory problems, and the administration of prescribed inhalers.

Lesson 4-3 Cardiovascular Emergencies

Reviews of the cardiovascular system, an introduction to the signs and symptoms of cardiovascular disease, administration of a patient's prescribed nitroglycerin, and use of the automated external defibrillator.

Lesson 4-4 Diabetes/Altered Mental Status

Reviews of the signs and symptoms of altered level of consciousness, the emergency medical care of a patient with signs and symptoms of altered mental status and a history of diabetes, and the administration of oral glucose.

Lesson 4-5 Allergies

Teaches the student to recognize the signs and symptoms of an allergic reaction, and to assist the patient with a prescribed epinephrine auto-injector.

Lesson 4-6 Poisoning/Overdose

Teaches the student to recognize the signs and symptoms of poisoning and overdose. Information on the administration of activated charcoal is also included in this section.

Lesson 4-7 Environmental Emergencies

Covers recognizing the signs and symptoms of heat and cold exposure, as well as the emergency medical care of these conditions. Information on aquatic emergencies and bites and stings will also be included in this lesson.

Lesson 4-8 Behavioral Emergencies

Develops the student's awareness of behavioral emergencies and the management of the disturbed patient. Restraining the combative patient will also be taught in this lesson.

Lesson 4-9 Obstetrics/Gynecology

Reviews the anatomical and physiological changes that occur during pregnancy, demonstrate normal and abnormal deliveries, summarize signs and symptoms of common gynecological emergencies, and neonatal resuscitation.

Lesson 4-10 Practical Skills Lab: Medical/Behavioral Emergencies and Obstetrics/Gynecology

Draws on the knowledge and skills learned thus far in this practical lab. Students will be given the opportunity to assess and treat a variety of patients with various medical complaints.

Lesson 4-11 Evaluation: Medical/Behavioral Emergencies and Obstetrics/Gynecology

Conducts a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 5 TRAUMA

Lesson 5-1 Bleeding and Shock

Reviews the cardiovascular system, describes the care of the patient with internal and external bleeding, signs and symptoms of shock (hypo perfusion), and the emergency medical care of shock (hypo perfusion).

Lesson 5-2 Soft Tissue Injuries

Continues with the information taught in Bleeding and Shock, discussing the anatomy of the skin and the management of soft tissue injuries and the management of burns. Techniques of dressing and bandaging wounds will also be taught in this lesson.

Lesson 5-3 Musculoskeletal Care

Reviews of the musculoskeletal system before recognition of signs and symptoms of a painful, swollen, deformed extremity and splinting are taught in this section.

Lesson 5-4 Injuries to the Head and Spine

Reviews the anatomy of the nervous system and the skeletal system. Injuries to the spine and head, including mechanism of injury, signs and symptoms of injury, and assessment. Emergency medical care, including the use of cervical immobilization devices and short and long back boards will also be discussed and demonstrated by the instructor and students. Other topics include helmet removal and infant and child considerations.

Lesson 5-5 Practical Skills Lab: Trauma

Provides practice of the assessment and management of patients with traumatic injuries.

Lesson 5-6 Evaluation: Trauma Module

Conducts a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 6 INFANTS AND CHILDREN

Lesson 6-1 Infants and Children

Presents information concerning the developmental and anatomical differences in infants and children, discuss common medical and trauma situations, and also covered are infants children dependent on special technology. Dealing with an ill or injured infant or child patient has always been a challenge for EMS providers.

Lesson 6-2 Practical Skills Lab: Infants and Children

Provides the EMT-Basic student with the opportunity to interact with infants and children, and to practice the knowledge and skills learned thus far concerning this special population.

Lesson 6-3 Evaluation: Infants and Children

Conduct a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 7 OPERATIONS

Lesson 7-1 Ambulance Operations

Presents an overview of the knowledge needed to function in the pre-hospital environment. Topics covered include responding to a call, emergency vehicle operations, transferring patients, and the phases of an ambulance call.

Lesson 7-2 Gaining Access

Provides the EMT-Basic student with an overview of rescue operations. Topics covered include roles and responsibilities at a crash scene, equipment, gaining access, and removing the patient.

Lesson 7-3 Overviews

Provides the EMT-Basic student with information on hazardous materials, incident management systems, mass casualty situations, and basic triage.
Lesson 7-4 Evaluation: Operations

Conduct a written and skills evaluation will be done to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

Attachment 6

NCOEMS License

State of North Carolina

Office of Emergency
Medical Services

Medical Care
Commission

Having met the requirements of North Carolina General Statute 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of EMS Agencies.

MEDEX MEDICAL TRANSPORT

is hereby issued an

EMS Agency License

This License, Number 1752, expires the last day of April 2022

Office of Emergency Medical Services

Medical Care Commission

ADDENDUM 5

Courthouse Security Agreement Renewal

Brian Alligood

From: Meadows, John <John.Meadows@aus.com>
Sent: Friday, December 10, 2021 1:44 PM
To: Brian Alligood
Subject: Proposal for Increase Beaufort County Courthouse Officers
Attachments: Greenville Security_Guard_Greenville 10 8 21.pdf; Greenville Security_Supervisor_Greenville 10 8 21.pdf; Proposal for Beaufort CH $11 and $13.00.docx

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

Hello Brian,

I apologize for taking so long to get you these numbers, I came down with covid and it took me out for about 15 days. I have attached wage analysis for Greenville (Washington was not available) showing our target rate for officers should be $12.15 and $16.60 for the Supervisor.

While I think that is a little too big of a jump, I am proposing we move our officers to $11 an hour which puts us at the 50% range and $13 for the supervisor that will put him close to the 25% range. Unfortunately, these officers have not seen an increase since 2018 (not your fault) and we have fallen well behind the ball where the labor and hiring market currently is. I believe this jump to these wages will raise morale and allow us to hire in the future if one of our officers do decide to leave.

Please let me know if you approve of the attached numbers and I will be glad to put these on a contract for us.

Thank you sir,

John Meadows
Client Manager

Allied Universal
C: 657.328.1636 | john.meadows@aus.com
www.AUS.com

This e-mail transmission and any documents, files or previous e-mail messages attached to it, are confidential and are protected by the attorney-client privilege and/or work product doctrine. Any and all rights to confidentiality and privilege are not waived, and are hereby specifically preserved. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any review, disclosure, retention, copying, dissemination, distribution or use of any of the information contained in, or attached to this e-mail transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify me by return email or by telephone at the above number and delete the original message and its attachments from your system.

PayScale Market Report

Job: Greenville, NC - Greenville, NC

Job Code: Greenville, NC

Job Title: Greenville, NC

Labor Market: Greenville, North Carolina, United States

Years of Experience: 1

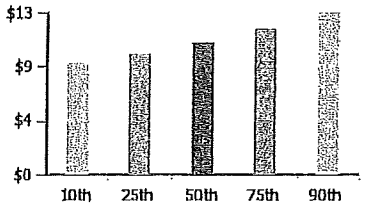
Report Date: Friday, October 8, 2021

Company: Allied Universal

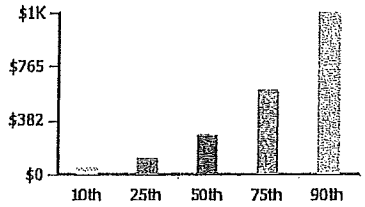
Compensation Summary

This PayScale compensation report represents a snapshot of market results for the position **Greenville, NC - Greenville, NC** and location **Greenville, North Carolina, United States**. To ensure the most accurate report, confirm that the PayScale Job and profile details on the following page describe this position and labor market accurately.

Hourly Rate



Bonus



Hourly Rate

10th: $9.29
25th: $10.08
50th: $11.02
75th: $12.15 *Your Target*
90th: $13.50
Average: $11.07

100% Reported

Bonus

10th: $43.73
25th: $116.91
50th: $280.63
75th: $602 *Your Target*
90th: $1,147
Average: $320.01

5% Reported

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Job Summary

Respond to alarms and emergency situations. Make periodic tours to check for irregularities and to inspect protection devices and fire control equipment. Greet incoming guests and tenants, providing information regarding the site and surrounding area as requested by visitors. Guard and monitor premises to prevent theft, property destruction, violence or rules and safety violations. Perform fire prevention, safety and maintenance tasks and parking/traffic enforcement. Typical years experience in field of 1 year. Typically holds GED or High School Diploma. Supervisory Role: No. Skills/Specialties include Patrol, CCTV, Access Control, Customer Service, Safety Compliance.

Answers to Compensable Factors

Ordered by matching precedence

1. PayScale Job Title: Security Guard
2. Location: Greenville, North Carolina Metropolitan Area
3. Industry: Security Guards or Patrol Services
4. Years Experience in Field/Career: 1
5. Certification/License: -Not Specified-
6. Avg. Size of Competing Organizations: 2500
7. Organization Type: Company
8. Degree: GED or High School Diploma
9. Government Contractor: No
10. Supervisory Role: No
11. Skill/Specialty: Patrol, CCTV, Access Control, Customer Service, Safety Compliance

Report Stats

Report date: **October 8, 2021**
Effective date: **September 8, 2021**
Algorithm version: **2020.03**
Profiles analyzed: **3,982**
Report rating (1 to 5): **5.0**. Pay is highly consistent for this job in this labor market. Use this report with confidence.

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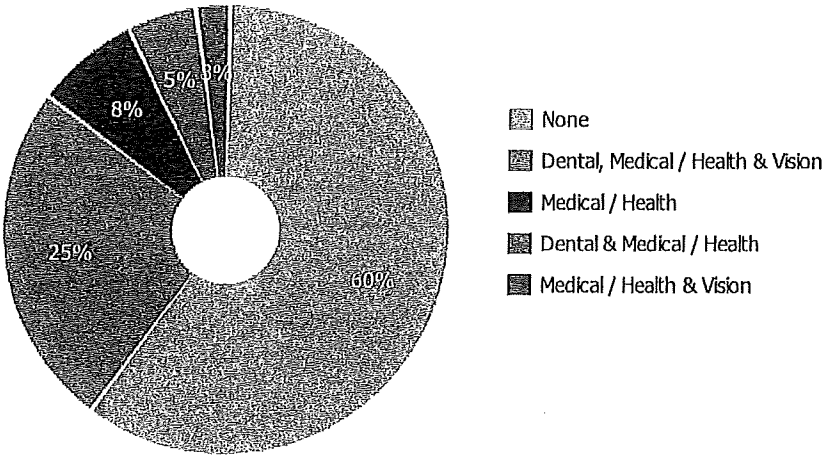
Benefits Summary

The following chart lists popular benefits for the position **Greenville, NC - Greenville, NC** and location **Greenville, North Carolina, United States.** The percentages represent the distribution of data collected from individuals who have reported receiving such benefits from their employers.



Benefit	Percent Received
None	60%
Dental, Medical / Health & Vision	25%
Medical / Health	8%
Dental & Medical / Health	5%
Medical / Health & Vision	3%

Other Popular Benefits for this Position:

- Paid Holidays / Vacation
- Life Insurance/Disability
- 401(k)
- Paid Sick Leave
- Paid Holiday and Sick Leave

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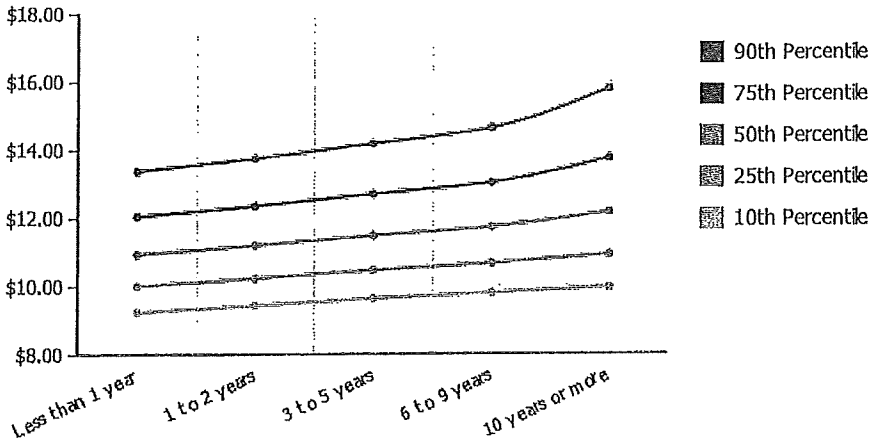
Job: Greenville, NC - Greenville, NC

Hourly Rate By Experience



	Percent	10th	25th	50th	75th	90th
Hourly Rate - Your Search		***$9.29***	***$10.08***	***$11.02***	***$12.15***	***$13.50***
Less than 1 year	17.2%	$9.21	$9.98	$10.91	$12.02	$13.35
1 to 2 years	22.9%	$9.41	$10.21	$11.18	$12.33	$13.72
3 to 5 years	22.1%	$9.61	$10.44	$11.45	$12.67	$14.15
6 to 9 years	17.0%	$9.77	$10.64	$11.70	$13.01	$14.61
10 years or more	20.9%	$9.94	$10.91	$12.14	$13.72	$15.77

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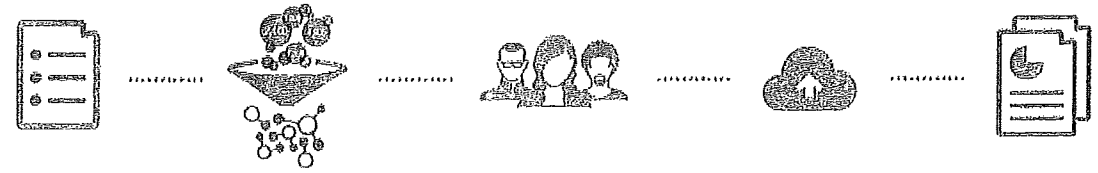
Methodology



Data Collection

At PayScale, we administer the largest real-time salary survey in the world with more than 250,000 new survey records being added every month for positions from every industry, company size and location. Our database of more than 55 million salary profiles is updated nightly to reflect the most detailed, up-to-date compensation information available.

We collect data 24/7/365 from visitors to our website, www.payscale.com. They come for many reasons, but mostly to prepare to ask for a raise, evaluate a job offer, or just to know how they stack up against others in similar positions.

Data Validation

Data Filtration

Profiles are reviewed using advanced, patent-pending algorithms to check for outliers or illogical data sequences before being used in our reports. Any data profile deemed questionable, incomplete, outside expectations or duplicated is discarded and not used in calculating compensation.

Defend Against Attempts to "Stuff the Ballot Box"

Our validation algorithm automatically detects and rejects excessive data coming from any one person or IP address.

Standardize the Data

You say "computer programmer," I say "software developer." PayScale technology normalizes data across multiple attributes to recognize that we're talking about the same job.

Data Accuracy

Our research has shown that our market data is not only within expected ranges, but is more accurate than reports from other data providers. This is because the reported data is more precisely matched to both the type and size of organization, and the skills and experience of the position.

Data Analysis and Reporting

Individual profiles are maintained in our database in their entirety, preserving the detailed data points that make each record unique. Our software does not modify or blend profile data, use inflation or cost-of-living adjustments, or age data. This way, we help you avoid the shortcomings of traditional surveys that use "averages of averages" or "surveys of surveys" approaches to market data reporting.

Market Match™

The MarketMatch™ algorithm looks at more than 250 compensable factors and the relationships between those factors when finding the ideal matches for positions. For example, it has the intelligence to identify the facts that most employers pay more for employees with more experience or who are located in large urban areas. Even with as much data as we have (more than 15,000 job titles), there can still be gaps and in those cases, MarketMatch makes sophisticated mathematical predictions to get the answers you need.

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PayScale Market Report

Job: Greenville NC Sup - Greenville NC Sup

Job Code: Greenville NC Sup

Job Title: Greenville NC Sup

Labor Market: Greenville, North Carolina, United States

Years of Experience: 3

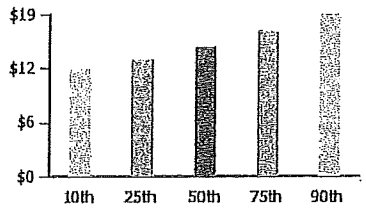
Report Date: Friday, October 8, 2021

Company: Allied Universal

Compensation Summary

This PayScale compensation report represents a snapshot of market results for the position **Greenville NC Sup - Greenville NC Sup** and location **Greenville, North Carolina, United States.** To ensure the most accurate report, confirm that the PayScale Job and profile details on the following page describe this position and labor market accurately.

Hourly Rate

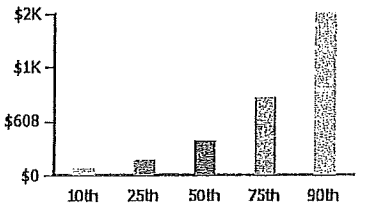


Hourly Rate

10th: $12.23
25th: $13.38
50th: $14.85
75th: $16.60 *Your Target*
90th: $18.55
Average: $14.92

93% Reported

Bonus

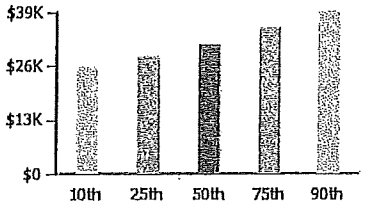


Bonus

10th: $72.15
25th: $165.68
50th: $385.28
75th: $870 *Your Target*
90th: $1,824
Average: $451.45

6% Reported

Base Salary



Base Salary

10th: $25,432
25th: $27,839
50th: $30,896
75th: $34,527 *Your Target*
90th: $38,575
Average: $31,039

7% Reported

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PayScale Market Report

Job: Greenville NC Sup - Greenville NC Sup

Job Summary

Supervise security personnel and manage operational activities. Plans in the areas of security, safety, life safety, hazardous materials, emergency preparedness, utilities and equipment. Create and implement security standards, policies and procedures. Typical years experience in field of 3 years. Typically holds GED or High School Diploma. Supervisory Role: Yes. Number Supervised: 8 people. Highest Level Managed: Individual/Professional Level. People Management Tasks: Mentor and advise, Assign and evaluate work, Review performance annually. Signing Authority: No. Skills/Specialties include Emergency Response, People Management, Risk Management / Risk Control, Safety Compliance, Security Policies and Procedures, Security Risk Management.

Answers to Compensable Factors

Ordered by matching precedence

1. PayScale Job Title: Security Supervisor
2. Location: Greenville, North Carolina Metropolitan Area
3. Industry: Security Guards or Patrol Services
4. Years Experience in Field/Career: 3
5. Certification/License: -Not Specified-
6. Signing Authority: No
7. Organization Type: Company
8. Skill/Specialty: Emergency Response, People Management, Risk Management / Risk Control, Safety Compliance, Security Policies and Procedures, Security Risk Management
9. Avg. Size of Competing Organizations: 2500
10. People Management Tasks: Mentor and advise, Assign and evaluate work, Review performance annually
11. Number Supervised: 8
12. Highest Level Managed: Individual/Professional Level
13. Degree: GED or High School Diploma
14. Government Contractor: No
15. Supervisory Role: Yes

Report Stats

Report date: **October 8, 2021**
Effective date: **September 8, 2021**
Algorithm version: **2020.03**
Profiles analyzed: **814**
Report rating (1 to 5): **5.0**. Pay is highly consistent for this job in this labor market. Use this report with confidence.

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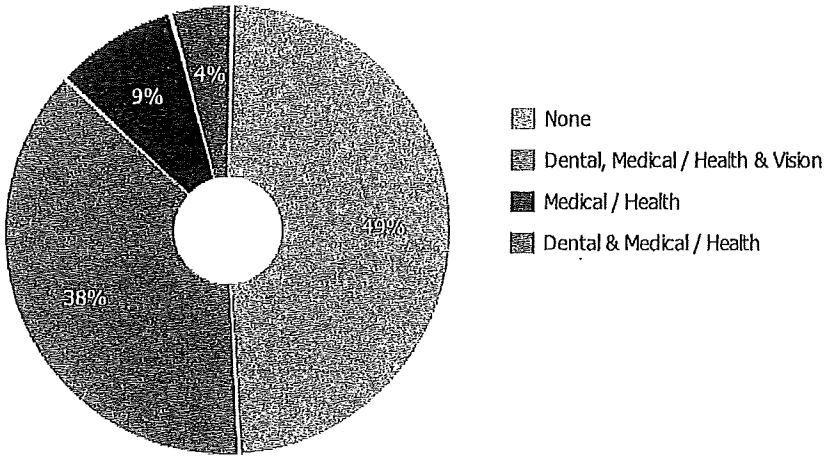
Benefits Summary

The following chart lists popular benefits for the position **Greenville NC Sup - Greenville NC Sup** and location **Greenville, North Carolina, United States.** The percentages represent the distribution of data collected from individuals who have reported receiving such benefits from their employers.



Benefit	Percent Received
None	49%
Dental, Medical / Health & Vision	38%
Medical / Health	9%
Dental & Medical / Health	4%

Other Popular Benefits for this Position:

- Paid Holidays / Vacation
- 401(k)
- Life Insurance/Disability
- Education/Training/Tuition/Certification Reimbursement
- Paid Sick Leave

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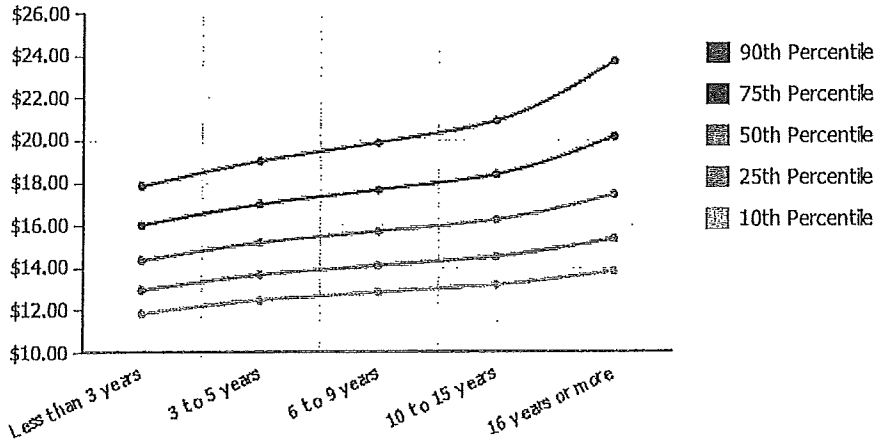
Job: Greenville NC Sup - Greenville NC Sup

Hourly Rate By Experience



	Percent	10th	25th	50th	75th	90th
Hourly Rate - Your Search		***$12.23***	***$13.38***	***$14.85***	***$16.60***	***$18.55***
Less than 3 years	18.4%	$11.82	$12.92	$14.33	$15.99	$17.82
3 to 5 years	20.6%	$12.45	$13.64	$15.15	$16.96	$19.00
6 to 9 years	21.5%	$12.82	$14.07	$15.68	$17.63	$19.86
10 to 15 years	19.9%	$13.16	$14.49	$16.22	$18.36	$20.88
16 years or more	19.6%	$13.79	$15.33	$17.40	$20.14	$23.70

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Methodology

Data Collection

At PayScale, we administer the largest real-time salary survey in the world with more than 250,000 new survey records being added every month for positions from every industry, company size and location. Our database of more than 55 million salary profiles is updated nightly to reflect the most detailed, up-to-date compensation information available.

We collect data 24/7/365 from visitors to our website, www.payscale.com. They come for many reasons, but mostly to prepare to ask for a raise, evaluate a job offer, or just to know how they stack up against others in similar positions.

Data Validation

Data Filtration

Profiles are reviewed using advanced, patent-pending algorithms to check for outliers or illogical data sequences before being used in our reports. Any data profile deemed questionable, incomplete, outside expectations or duplicated is discarded and not used in calculating compensation.

Defend Against Attempts to "Stuff the Ballot Box"

Our validation algorithm automatically detects and rejects excessive data coming from any one person or IP address.

Standardize the Data

You say "computer programmer," I say "software developer." PayScale technology normalizes data across multiple attributes to recognize that we're talking about the same job.

Data Accuracy

Our research has shown that our market data is not only within expected ranges, but is more accurate than reports from other data providers. This is because the reported data is more precisely matched to both the type and size of organization, and the skills and experience of the position.

Data Analysis and Reporting

Individual profiles are maintained in our database in their entirety, preserving the detailed data points that make each record unique. Our software does not modify or blend profile data, use inflation or cost-of-living adjustments, or age data. This way, we help you avoid the shortcomings of traditional surveys that use "averages of averages" or "surveys of surveys" approaches to market data reporting.

Market Match™

The MarketMatch™ algorithm looks at more than 250 compensable factors and the relationships between those factors when finding the ideal matches for positions. For example, it has the intelligence to identify the facts that most employers pay more for employees with more experience or who are located in large urban areas. Even with as much data as we have (more than 15,000 job titles), there can still be gaps and in those cases, MarketMatch makes sophisticated mathematical predictions to get the answers you need.

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ALLIED UNIVERSAL®

SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain states

FULL LEGAL NAME OF CLIENT ("Client"): Beaufort County Courthouse

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, **General Terms and Conditions** and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: Beaufort County Courthouse

By: _____
Name: _____
Title: _____
Address for Notices:

_____
Fax: _____

UNIVERSAL PROTECTION SERVICE, LP d/b/a
Allied Universal Security Services

By: _____
Name: _____
Title: _____
Address for Notices:

_____
Fax: _____

GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of three (3) years beginning on January 1, 2022 ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client via Allied Universal's current submission method within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) three percent (3%). Allied Universal will invoice Client on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

A. Scope of Services

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not provided any consultation services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.
2. Client may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute non-performance by Allied Universal of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).
3. The purpose of any inspection at Client's location(s) by Allied Universal is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.

B. Independent Contractor / Personnel

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, including but not limited to requiring Allied Universal personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Client will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with Client requested additional training at the costs set forth in Exhibit B.
3. Allied Universal shall provide uniforms for all assigned personnel. Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Client will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.
4. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.

5. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity, civil rights and other employment laws/regulations. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

6. Client acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

C. Billing

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Client agrees to pay, or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.

4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the applicable provincial, federal or local statutes and/or regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

D. Physical and Intellectual Property

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Client further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client and Client's personnel will have no proprietary interest in the Work Product. Client acknowledges that it will not share such Work Product with any third party and any Work Product in Client's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance and Indemnification

1. Allied Universal shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Client's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars ($1,000,000.00). Such insurance will be primary for any loss or damage occurring to Client vehicles operated by Allied Universal employees in performance of the Services, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Allied Universal to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client; and/or (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Allied Universal's obligations under this paragraph shall not extend to first party losses sustained by Client, or other benefits or insurance

provided by Client to its employees, including but not limited to medical, disability, and workers compensation benefits.

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal, such amounts to be inclusive of any defense costs.

7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to directions and requests in Section B.1 and Section B.5); b) occur during Legally Mandated Coverage Break(s); and/or c) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Allied Universal unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

F. Compliance with Laws

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that its sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

G. Miscellaneous

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall by governed by the laws of the state or province wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Client's termination of this Agreement.

9. Either party may assign this Agreement to an affiliate, meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to

Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Client are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party

14. Client acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods or other breaks as required by applicable law, during which time security professionals must be relieved of all duties, including without limitation to the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during such time that security professionals are on Legally Mandated Break Periods and Client has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s))").

15. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G.

EXHIBIT "A"

to Agreement Between

Allied Universal
and
Beaufort County Courthouse

LOCATIONS FOR SECURITY SERVICES PROVIDED BY
Allied Universal
4600 Marriott Dr Suite 510, Raleigh NC 27612
Phone 919-787-0749
Fax 919-571-8561

Location	Specify for each location: Armed Unarmed	Schedule of Coverage	Hours
1. 112 W 2nd St Washington, Nc 27889	Unarmed	Monday – Friday 8am – 5pm	200
2.			
3.			

Description of Services:

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The security professional creating the report will be available to explain the incident report during their shift.
- The security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in a writing signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed herein.

EXHIBIT "B"

to Agreement Between

Allied Universal
and

Beaufort County Courthouse

BILLING RATES

The initial Billing Rates for the Services shall be as follows:

For Location 1:	**Unarmed**	
Security Professional Regular Rate	$__15.99 per hour	
Security Professional Overtime* Rate	$___23.99 per hour	
Security Professional Holiday Rate	$___23.99 per hour	
Supervisor Regular Rate	$___18.68 per hour	
Supervisor Overtime* Rate	$__28.02 per hour	
Supervisor Holiday Rate	$__28.02 per hour	

Additional Notes:

> Mutually agreed-upon merit increases will result in a Bill Rate increase.

* *Requested Overtime*: With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." the additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

---

1. ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS. Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or by applicable collective bargaining agreement.
3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.
4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: $125.00 per hour, for director or manager and $65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this Agreement.
5. Should Client require Allied Universal to provide uninterrupted Services during Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.

6. Client understands and agrees that by ordering and receiving the HELIAUS Technology Platform which may include all or some of the HELIAUS Mobile and HELIAUS Portal components (the "HELIAUS Services") from Allied Universal, Client agrees to the HELIAUS Software-as-a-Service (SaaS) Terms in full ("the HELIAUS Terms"), and same shall solely govern the provision of the HELIAUS Services; provided, however, the invoicing, payment, and billing terms for the HELIAUS Services shall be governed by this Agreement. The Parties acknowledge and agree that the HELIAUS Services are otherwise separate and distinct from the Services under this Agreement, and that any use or non-use of the HELIAUS Services shall not expand the Allied Universal scope of Services and/or liability hereunder. The HELIAUS Terms may be found at www.aus.com/service-terms and by signing the Agreement Client acknowledges receipt and agrees to the HELIAUS Terms. "HELIAUS" is a service mark of Allied Universal.

ADDENDUM 6

NC Department of Justice Response

OW Olivia Weidie

Conversation with Stan Deatherage

Stan Deatherage
To: Olivia Weidie

YESTERDAY

Stan Deatherage, president of Symbiotic Networks, Inc.
106 Beechtree Street
Washington, NC

Nazeen Ahmed
NC Department of Justice
Raleigh, NC

Dear Nazeen,

I am following up our telephone conversation from early August, albeit later than I intended, employing this email to request an opinion from the North Carolina Attorney General's office as to the consistent application of the "small county exemption", a component of NCGS 14-234, as it is broadly applied, not only to my county of Beaufort, but to all applicable circumstances of all qualifying counties within North Carolina as a whole. In better words, in spite of the way this local issue came to the fore to become a political issue here in Beaufort County, it is far more of a North Carolina issue since my county is not alone as a qualifying small county.

I will endeavor to explain: I have been a Beaufort County Commissioner for 21 years, and since I have taken breaks after two or more terms in my service to the people of Beaufort County, I have been elected thrice to the local governing board as a non incumbent. I offer this local historical tidbit only because it was during my last respite from political life, I was engaged to create a leading edge website for Beaufort County's government, while completely out of the local political sphere, while not serving in any capacity as a Beaufort County Commissioner. This Agreement for Service to Beaufort County's government was entered into the spring of 2016.

In early 2018, I was in the consideration phase as to whether I should fully seek the public's approval to return to the county commission, but felt it wise to request an opinion from the UNC School of Government (UNC SoG), as well as the Beaufort County Manager, Brian Alligood, regarding how to manage the possible Conflict of Interest (Should I negotiate the withdraw for serving as a vendor to Beaufort County, or maybe not seek the local governing board seat all together?). It was a large question, especially since I was not familiar with the "small county exemption" at that time.

The opinion that I received from the School of Government, in January 2018, stated affirmatively that Beaufort County government qualified on every point within the stated "small county exemption" created within NCGS 14-234. My contact with UNC School of Government's legal department advised me that it was an unambiguous proposition to continue in my service as vendor and prospective county commissioner; providing that I seek to not vote on issues involving public money relative to my service as a vendor. He further stated that the general statute was clear on this issue.

Beaufort County's manager (the principle in this tale), when advised of the UNC School of Government's opinion in January 2018, offered that he understood the "small county exemption" and would have no problem with my continuance as Beaufort County's website provider (as vendor).

Once elected in the general election of 2018, I was obligated to take an governing ethics course at the Hilton Hotel in Greenville, NC, in early 2019, which I completed, and understanding the extra political nature of the newly elected Beaufort County Commissioners also in attendance, I explained to the lawyers with the UNC School of Government of my specific situation in Beaufort County in that very public setting. With newly elected county commissioners from all over North Carolina, my public request for an opinion educated that throng of newly elected officials by this UNC SoG opinion: The small county exemption did apply, providing that I did act in a manner that was appropriate and prudent - the aforementioned not voting issue. Additionally, I did refrain from directing any management of any content, whatsoever, on the county government website once it was fully constructed as specified.

I mention all of this history of how this involvement as the vendor providing this unique service since Spring 2016, because Beaufort County's Commissioners voted, in October 2020, to request bids for a "Website Redesign" to achieve the public perception that the commissioners

were resolved to seek the best value for the continuance of the current quality for Beaufort County's government website, and to assuage any possible public perception to contrary ... At least that my was understanding at the time, and I did indeed vote for the measure.

When Beaufort County's government sought prospective bids, in June 2021 (just past the conclusion of our 5 year agreement of service) to be fully resolved to satisfy any perceived "conflict" for the level of service they were receiving would, in fact, be "arms length" and fully competitive, I embraced position, and was thankful when asked to bid, in good faith, on the project of Beaufort County's "Website redesign", which I did submit pursuant to all bid specifications, and on time.

Considering that I, and my small, but very qualified local company followed all the rules, at every level of advisement and government request, it should be understandable that I (we) were perplexed, and then incredulous that my wholly owned company would be deemed unfit to bid on this project due to the "board attorney's" timely opinion that the "small county exemption" suddenly no longer applied to this bid here in Beaufort County, a full six days AFTER Symbiotic Networks (SNI) submitted an approved bid as part of the county government's Request for Proposal (RFP). One might further understand our continued incredulity when we discovered that SNI's formal bid was the low bid of seven bids submitted ... and by a significant margin (roughly 38% of the amount of the preferred bid from Manhattan, Kansas, or to lend further perspective, the one that was 260% higher than the SNI bid).

This now brings me to the essential purpose of this correspondence: To request that the North Carolina Department of Justice clarify the intent of General Statute NCGS 14-234, as it relates specifically to the "small county exemption" being consistently applied; furthermore, whether that exemption should be equally granted in all qualifying counties such as Beaufort County, and if there are exceptions, what are they, and when do they apply?

In actuality, if I was wrong to have submitted a bid requested from me, as a serving county commissioner, when at no time advised to the contrary by the UNC School of Government (three times - there was one more recent request by me in October 2020, basically the same advice as before), the Beaufort County manager, or the county's "board attorney", I will accept that correction now; however, there will need to be a state wide "sea change" as to how county commissioners, county managers, and county board attorneys are educated as to the complexities of NCGS 14-234, the "small county exemption" notwithstanding.

Accordingly, if I acted properly as a county commissioner, as advised, in accordance with the "small county exemption" component of NCGS 14-234, thus offering a service that is somewhat unique and rare (no one bid on this "Website Redesign" from eastern NC other than SNI), then I would like to know that as well.

In closing, I thank-you in advance for a forthcoming opinion from those of you who are the Keepers of the Law, our North Carolina's Department of Justice, be it relative to the consistent application of the "small county exemption", and should you need any further details, I will have what I have gathered at the ready, including what was debated in public session, which is always my requested preference for dealing in the business of governing, regardless of the issue.

Stan Deatherage

Beaufort County Commissioner / president of Symbiotic Networks, Inc.

Olivia Weidie
To: Stan Deatherage

1:26 PM

December 3, 2021

Stan Deatherage
106 Beechtree St
Washington, NC 27889-3210

Dear Commissioner Deatherage:

We are in receipt of your request dated September 7, 2021 for this office to do the following:

"...clarify the intent of General Statute NCGS 14-234, as it relates specifically to the "small county exemption" being consistently applied; furthermore, whether that exemption should be equally granted in all qualifying counties such as Beaufort County, and if there are exceptions, what are they, and when do they apply?"

We have reviewed your email, NCGS 14-234, and NCGS 143-129.8. The small county exemption does not apply to contracts that are bid under Article 8 of Chapter 143 of the General Statutes. See NCGS 14-234(d2). The contract that is the subject of your request was publicly bid using the RFP process under Article 8 of Chapter 143 of the General Statutes, specifically: NCGS 143-129.8. As such, the small county exception did not apply.

Please note that this is not an opinion of the AG's office, formal or otherwise. It has not been reviewed and approved in accordance with the procedures for issuing a formal Attorney General's Opinion.

Thank you for contacting our office. We hope this information is helpful.

Sincerely,
Constituent Services
North Carolina Department of Justice

CS/OW

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Discussion

Presenter: James Madson, Public Health

Agenda Title: Covid-19 Update

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

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Decision

Presenter: James Madson, Public Health

Agenda Title: Health Department COVID Pay

Summary of Information: As a recognition and appreciation of the work and efforts of the health department staff throughout the COVID-19 pandemic, the Board of Health approved COVID-19 bonus pay for health department staff on January 18, 2022.

The Board approved $100 per employee (up to $1,200 total) for each month worked since July 2021 through June 2022. Payments will be made in two installments. The first payment will be for the months worked during the timeframe of July 2021 – February 2022. The last payment will be for employees that worked during the months of March 2022 – June 2022. No County funds will be used.

Submitter Recommendations/Motions: The Beaufort County Board of Health and health department staff recommend supporting the Board's request and approving the bonus pay.

Attachments:
1. Health Department Budget Amendment #16

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 2/7/22

FY Budget: 22 #16

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105120-540003	COVID-19 Equipment		$65,600
105110-512100	General Health Salary	$53,200	
105110-518100	FICA	$3,299	
105110-518200	Retirement	$6,065	
105110-518400	Medicare	$772	
105110-518900	401K	$1,064	
105160-519850	Healthy Beginngs	$1,200	

Department Justification:

- Budget Reallocation for COVID Pay Request utilizing AA 543

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head	James Madson (Jan 21, 2022 07:27 EST)	Jan 21, 2022
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Discussion

Presenter: Chris Newkirk, Emergency Services

Agenda Title: Update on ARP Funding for Volunteer EMS and Fire Departments

Summary of Information: An update will be given regarding ARP funding for volunteer Fire Departments and EMS units.

Submitter Recommendations/Motions: Information only.

Attachments:

.

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Decision

Presenter: Jeff Hibbard, EMS Operations Chief

Agenda Title: Medical Transport Franchise - Second Reading

Summary of Information: Beaufort County Emergency Services received application from Med -X Medical Transport Inc. to operate as a Non-Emergency Transport Franchise in Beaufort County. Emergency Services staff reviewed the application and found it to meet minimum guidelines as established by the EMS Oversight Ordinance. Emergency Services staff presented the application to the Beaufort County EMS Oversight Committee on December 7th, in which the EMS Oversight Committee recommended the application be forwarded to the Beaufort County Board of Commissioners for approval.

Submitter Recommendations/Motions: Staff recommends approval of Med-X Medical Transport Incorporated for a non-emergency franchise in Beaufort County.

Attachments:

Medical Transport Service, Inc.
902 East Memorial Drive · P.O. Box 506 · Ahoskie 27910
(252) 332-4555 · Fax (252) 332-4515

October 22, 2021

Beaufort County Emergency Services
Attn: Jeffrey Hibbard
1420 Highland Drive
Washington NC 27889

MedEx is pleased to submit our application for Non-Emergency Medical Transportation to the Beaufort County EMS System and we look forward to providing the citizens of Beaufort and surrounding counties our community based approach to non-emergency medical transportation.

MedEx Medical Transport Service, Inc., (MedEx) based in Ahoskie, North Carolina, strives to provide the highest level of clinical excellence in non-emergency medical care to the communities we serve in Cumberland, Durham, Hertford, Johnston, Lenoir, Martin, Pitt, Wake, Wayne and Wilson Counties. Commitment to our communities, along with our love of the people within it, guided us in the beginning and is our driving force today. At MedEx, we are proud to be a community of people caring for our family, friends, and neighbors.

We have a great deal of pride in what we do, and we see every day as an opportunity to make a difference. Our passion and compassion guide our actions as we treat more than just the injury or ailment, but the person as a whole.

Passion, compassion, dedication, investment, and innovation...that's the MedEx way.

Sincerely

Jeffrey D White
Chief Operations Officer
MedEx Medical Transport, Inc.

MedEx Medical Transport

Franchise Application

Beaufort County EMS System

October 22, 2021

1	Franchise Application
2	Articles of Incorporation
3	Employee Roster
4	Vehicle List
5	Certificate of Liability Insurance
6	Educational Plan
7	NCOEMS Provider License
8	

Application for Franchise
To
Operate Ambulances in Beaufort County

To: County Board of Commissioners:

The Undersigned hereby applies to the Beaufort County Board of Commissioners for a Franchise to operate Ambulances in Beaufort County and pursuant to Section ('s) III of the Beaufort County EMS System Oversight Ordinance.

Note: (Sections referenced below refer to corresponding portion of ambulance service ordinance.)

Section III Application for Franchise

3.1

(a) The name and address of the ambulance provider and the owner of the ambulance (s):

MedEx Medical Transport, Inc.
902 East Memorial Drive
Ahoskie, NC 27910

(b) The Trade or other fictitious names, if any, under which the applicant does business, along with a certified copy of an assumed name certificate stating such name or Articles of Incorporation stating such name.

MedEx Medical Transport, Inc. does not operate under any trade or other fictitious name(s).

A Copy of the Articles of Incorporation are attached herein as Attachment 1

(c) A Resume of the training and experience of the applicant in the transportation and care of patients.

MedEx Medical Transport, Inc. (MedEx) headquartered in Ahoskie North Carolina, has established itself as a leader in the field of private medical transportation services in the State of North Carolina.

Our management team is supported by our regional staff, creating a tremendous depth of experience in customer service, operations management, communications, clinical services, reimbursement, fleet maintenance, and safety and risk management. This experience and depth permits us to offer the highest quality of service and cost efficiency. Our Local team of seasoned managers are able to deliver personalized attention and customer service twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year. Our full commitment is paramount to our franchised counties, their residents, and health care facilities.

(d) A full description of the type and level of service to be provided including the location of the place or places from which it is intended to operate, the manner in which the public will be able to obtain assistance and how the vehicles will be dispatched.

MedEx Medical Transport, Inc. offers Basic (BLS) and Advanced Life Support (ALS) non-emergency medical transportation. Our base of operation is located at 101 Staton Court Greenville, North Carolina. MedEx operates twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year. The public has access to our communication center by toll free and local numbers that are easily accessible to the general public, and health care centers across northeastern North Carolina. MedEx bases its level of staffing on the demand that is warranted for services. For all non-emergency basic and advanced life transports we staff on a 30 minute response time. MedEx prioritizes all requests for assistance from any county or municipal based organization with an immediate response.

(e) A description of the applicant's capability to provide service: how many hours a day service will be available: how many days a week the service will be available for the district covered by the franchise applied for and an estimate of the minimum and maximum times for a response to calls within such district.

MedEx has the capability, resources, knowledge, and experience to be a good partner and an asset to the Beaufort County EMS System. Our capabilities range from wheelchair van transports, advanced life support, convalescent and bariatric transports. We have proven ourselves numerous times to be an asset and a good partner to the local EMS Systems and throughout the State of North Carolina.

MedEx operates twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year.

MedEx bases its level of staffing on the demand that is warranted for services. For all non-emergency basic and advanced life transports we staff on a 30 minute response time. MedEx prioritizes all requests for assistance from any county or municipal based organization with an immediate response.

4.1 If applicant desires to provide service to only a portion of Beaufort County, applicant shall attach a map or other description of proposed service area; otherwise, this shall be an application for Countywide Service.

MedEx coverage area will include the entire County of Beaufort

4.2 Type of Franchise applying for:

1.	Basic Life Support:	Non-Emergency Transport	(X)
2.	Basic Life Support:	Emergency	( )
3.	Advanced Life Support:	Non-Emergency Transport	(X)
4.	Advanced Life Support:	Emergency	( )

4.3 Provide Current Employee List

MedEx Employee Roster is attached herein as Attachment 2

4.4 Standards for Vehicles and Equipment (List vehicles and Level of Care)

MedEx vehicle list is attached herein as Attachment 3

4.5 Insurance

MedEx Certificate of Liability Insurance is attached herein as Attachment 4

4.6 Documentation of a Training Program

MedEx Education Plan is attached herein as Attachment 5

Request for approval:

This the 22th day of October, 2021

Signature

MedEx Medical Transport, Inc.
Agency

Chief Operations Officer
Position

Attachment 1

Articles of Incorporation

NORTH CAROLINA
Department of the Secretary of State

①

CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

MEDEX MEDICAL TRANSPORT SERVICE INC

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 1st day of December, 2009, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 8th day of December, 2011.

Elaine F. Marshall

Secretary of State

Certification# 92113653-1 Reference# 10776880- Page: 1 of 1
Verify this certificate online at www.secretary.state.nc.us/verification

(1)

BATTLE, WINSLOW, SCOTT & WILEY, P.A.

ATTORNEYS AT LAW
2343 PROFESSIONAL DRIVE
POST OFFICE BOX 7100
ROCKY MOUNT, NORTH CAROLINA 27804-0100

TELEPHONE (252)937-2200
FACSIMILE (252)937-8100

Reply to Rocky Mount Office

Writer's E-Mail
RPRIDGEN@BWSW.COM

MARSHALL A. GALLOP, JR.
G. VINCENT DURHAM, JR.
JOSEPH N. CALLAWAY *
RANDALL B. PRIDGEN
M. GREG CRUMPLER
W. DUDLEY WHITLEY, III
CURTIS L. BENTZ
JACOB R. PARROTT, III
KATHERINE W. FISHER
A. SCOTT McKELLAR
DAVID W. GREEN
MARLO B. RICKS
PAULA SHEARON

* Board certified specialist in bankruptcy law

RALEIGH OFFICE:
3737 GLENWOOD AVE.
SUITE 100
RALEIGH, NORTH CAROLINA
27612
PHONE: (919) 573-1877
FAX: (919) 573-1878

J. BRIAN SCOTT
SAMUEL S. WOODLEY, JR.
LEON HENDERSON, JR.
OF COUNSEL

KEMP D. BATTLE (1888-1973)
FRANCIS E. WINSLOW (1888-1976)
ROBERT M. WILEY (1925-1998)

MEMBER OF MERITAS WITH
INDEPENDENT LAW FIRMS
WORLDWIDE

MEMORANDUM

DATE: December 14, 2011

TO: Donna C. Hurdle
450 Hwy 461
Ahoskie, NC 27910

FROM: Randall B. Pridgen

SUBJECT: MedEx Medical Transport Service, Inc.

In connection with the above-referenced matter, we herewith enclose a certified copy of the Certificate of Existence from the North Carolina Department of the Secretary of State.

If you should have any questions, please contact me.

(1)

NORTH CAROLINA
Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL,** Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

MEDEX MEDICAL TRANSPORT SERVICE INC

the original of which was filed in this office on the 1st day of December, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 1st day of December, 2009

Elaine F. Marshall

Secretary of State

Document Id: C200932200075

(1)

SOSID: 1125746
Date Filed: 12/1/2009 9:54:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C200932200075

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: MedEx Medical Transport Service, Inc.

2. The number of shares the corporation is authorized to issue is: 100,000

3. These shares shall be: *(check either a or b)*

   a. ☑ all of one class, designated as common stock; or

   b. ☐ divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G.S. Section 55-6-01.

4. The street address and county of the initial registered office of the corporation is:

   Number and Street 450 Hwy 461

   City Ahoskie State NC Zip Code 27910 County Hertford

5. The mailing address, *if different from the street address*, of the initial registered office is:

   Number and Street _____

   City _____ State _____ Zip Code _____ County _____

6. The name of the initial registered agent is: Donna G. Hurdle

7. Principal office information: *(must select either a or b.)*

   a. ☑ The corporation has a principal office.

   The street address and county of the principal office of the corporation is:

   Number and Street 450 Hwy 461

   City Ahoskie State NC Zip Code 27910 County Hertford

   The mailing address, *if different from the street address*, of the principal office of the corporation is:

   Number and Street _____

   City _____ State _____ Zip Code _____ County _____

   b. ☐ The corporation does not have a principal office.

(1)

8. Any other provisions, which the corporation elects to include, are attached.

9. The name and address of each incorporator is as follows:

Randall B. Pridgen-Incorporator

Battle,Winslow, Scott & Wiley, P.A.

P.O. Box 7100

Rocky Mount, NC 27804

10. These articles will be effective upon filing, unless a date and/or time is specified:

This the 17th day of Nov 2009

MedEx Medical Transport Service, Inc.

Randall B. Pridgen
Signature

Randall B. Pridgen - Incorporator
Type or Print Name and Title

NOTES:
1. **Filing fee is $125. This document must be filed with the Secretary of State.**

CORPORATIONS DIVISION P. O. BOX 29622 RALEIGH, NC 27626-0622
(Revised January, 2002) *(Form B-01)*

(1)

Attachment to Articles of Incorporation
Of
MedEx Medical Transport Service, Inc.

No person who is serving or who has served as a director of the corporation shall be personally liable to the corporation or any of its shareholders for monetary damages for breach of duty as a director, except for liability with respect to (i) acts or omissions that the director at the time of such breach knew or believed were clearly in conflict with the best interests of the corporation, (ii) any transaction from which the director derived an improper personal benefit, (iii) acts or omissions occurring prior to the effective date of this article or (iv) acts or omissions with respect to which the North Carolina Business Corporation Act does not permit the limitation of liability. As used herein, the term "improper personal benefit" does not include a director's reasonable compensation or other reasonable incidental benefit for or on account of his service as a director, officer, employee, independent contractor, attorney, or consultant of the corporation. No amendment or repeal of this article, nor the adoption of any provision to these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal, or adoption.

Attachment 2

Employee Roster

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Lily A Al-Omari P527644	Emergency Medical Technician	12/31/2024
Ryan Connor Allen P509806	Emergency Medical Technician	12/31/2022
Chance Scott Anderson P535577	Emergency Medical Technician	1/31/2025
Tyquinn Joshua Andrews P502933	Emergency Medical Technician	2/28/2025
Madison Paige Arcuri P526139	Emergency Medical Technician	6/30/2021
Anita Arreola Aguilar P527542	Emergency Medical Technician	10/31/2024
Travis T Askew P092093	Emergency Medical Technician	5/31/2021
Matthew T August P048131	Paramedic	5/31/2021
Devyn Elizabeth Bahnmiller P519362	Emergency Medical Technician	8/31/2023
Bradley Thomas Baker P071520	Emergency Medical Technician	7/31/2024
Kaylee Marie Baker P531930	Emergency Medical Technician	3/31/2025
Matt Ballance P112579	Emergency Medical Technician	6/30/2021
Cary Kenneth Barnes III P525815	Emergency Medical Technician	1/31/2025
David A Barona P024754	Paramedic	8/31/2023
Peyton Tyler Barrow P536755	Emergency Medical Technician	3/31/2022
Jessica L Beall P093070	Emergency Medical Technician	8/31/2021
Jessica Jean Beckner P085641	Emergency Medical Technician	7/1/2021
Nicholas Austin Beichler P532922	Emergency Medical Technician	12/31/2024
Jayda Rose Bodine P527026	Emergency Medical Technician	10/31/2024
Danielle L Borck P085393	Emergency Medical Technician	8/31/2024
Jennifer L Bracken P123089	Paramedic	6/30/2023
Alice Bradley P515651	Emergency Medical Technician	7/31/2023
Michael Brewer P040505	Emergency Medical Technician	1/31/2024
Jeffrey A Bright P006179	Paramedic	11/30/2022
	Emergency Medical Dispatch	6/30/2022
Laura Christiana Briley P522364	Emergency Medical Technician	12/31/2023
DIANA L. Brisson P074884	Emergency Medical Technician	9/30/2022
Casey Amanda Brock P092375	Emergency Medical Technician	6/30/2025
Gregory Brooks Jr. P093394	Emergency Medical Technician	4/30/2021
Olivia Bussey P527623	Emergency Medical Technician	12/31/2024
Meagan Nicole Butler P530559	Emergency Medical Technician	9/30/2024
Patricia L Campbell P034935	Paramedic	4/30/2023
Eric Cannizzaro P060774	Emergency Medical Technician	3/31/2025
Savannah Jane Cating P515507	Emergency Medical Technician	6/30/2023
Robert Lynn Caulder P097594	Emergency Medical Technician	1/31/2022
Kevin Alexander Cestero P522367	Emergency Medical Technician	1/31/2024
Donna C Chamblee P075701	Advanced Emergency Medical Technician	12/31/2024
Deshawn Leon Chaplin P071563	Emergency Medical Technician	3/31/2024
Katlin Mallory Chavis P121122 SC504721	Emergency Medical Technician	12/9/2021
Paul Alan Chestnutt P533831	Emergency Medical Technician	1/31/2025
Steven C Clark P012169	Emergency Medical Technician	9/30/2023

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Leigh Ann C Cooper P075603	Emergency Medical Technician	10/31/2021
Ricardo Crespo Regalado P531122	Emergency Medical Technician	8/31/2024
Morgan James Crumpler P519501	Emergency Medical Technician	10/31/2023
Maeghan Nicole Cruz P515518	Paramedic	3/31/2025
Steven Paul Curtis P510290	Emergency Medical Technician	2/28/2023
Nikolai Andrew D'Errico P536665	Emergency Medical Technician	2/28/2025
Amber Lee Dalzell P073220	Emergency Medical Technician	6/30/2022
Brittney M Daniels P051825	Emergency Medical Technician	7/31/2024
Mark Denning P062539	Advanced Emergency Medical Technician	8/31/2022
David Drumheller P073760	Paramedic	5/1/2025
Maggie Jean Durkey P123650	Paramedic	5/31/2023
Megan Dutton P520252	Emergency Medical Technician	3/31/2022
Benjamin G Edwards P060470	Paramedic	5/30/2025
Hannah Marie Edwards P531924	Emergency Medical Technician	1/31/2025
Joshua Joseph Ehnert P530172	Emergency Medical Technician	8/31/2024
Kristin Leanna Elliott P510369	Emergency Medical Technician	9/30/2024
Gabriel L Etters P122482	Emergency Medical Technician	7/31/2021
Joshua Faircloth P526108	Emergency Medical Technician	3/31/2022
Cameron Miya Flores P530852	Emergency Medical Technician	9/30/2024
Brianna Lindsay Floyd P125749	Emergency Medical Technician	1/31/2022
Jacob Frett P067667	Emergency Medical Technician	9/30/2021
William T Gentry P048563 SC525826	Paramedic	12/31/2021
Kristan J Giggey P103754	Emergency Medical Technician	11/30/2022
Jessica Danielle Gonzalez P095162	Emergency Medical Technician	9/30/2021
Jeremiah Zachary Goodson P065166	Paramedic	1/31/2025
Tonya Denise Gordon P049697	Paramedic	7/31/2022
Shayla Evonne Gray P533766	Emergency Medical Technician	1/31/2025
Sarah E Hackman P526874	Emergency Medical Technician	3/31/2022
John Austin Hardee P079557	Emergency Medical Technician	3/31/2023
Stormie Lee Hatem P123616	Emergency Medical Technician	12/7/2021
Clayton T Haynes P122399	Emergency Medical Technician	10/31/2021
Fatasha Ann Hensley P530170	Emergency Medical Technician	9/30/2024
Christopher D Heres P024658	Emergency Medical Technician	4/30/2023
Alejandro Hernandez P510915	Emergency Medical Technician	4/30/2023
Savannah Leigh Hester P122483	Paramedic	1/31/2024
Jacob Christopher Hilliard P513888	Advanced Emergency Medical Technician	7/31/2024
Vernon W Hilliard JR P024825	Paramedic	8/31/2024
Kristopher Hinnant P073444	Emergency Medical Technician	3/31/2023
Trevor Daniel Hynes P530454	Emergency Medical Technician	7/31/2024
Adrienne N Jackson P081784	Emergency Medical Technician	9/30/2023
Alyssa Rae Jarvis P522365	Emergency Medical Technician	2/29/2024
Jacob Jernigan P526239	Emergency Medical Technician	6/30/2024
Marian F Johnson P005409	Paramedic	2/29/2024

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Seth Ryan Johnson P535377	Emergency Medical Technician	12/31/2024
Cassidy Ruby Jones P522973	Emergency Medical Technician	3/31/2024
Christopher A Jones P012724 SC041036 WV082488	Paramedic	7/31/2022
Monica Kestler P504400	Emergency Medical Technician	10/31/2022
Lauren Ashleigh Kidd P116092	Emergency Medical Technician	3/31/2025
Franchesca King P108209	Emergency Medical Technician	12/31/2023
Donald Dewayne Knowles Jr. P527318	Emergency Medical Technician	6/30/2024
Amber Lasha Kocur P092963	Emergency Medical Technician	9/30/2023
Michael Blake Lamm P124015	Emergency Medical Technician	4/30/2023
Kristy Lawrence P530165	Emergency Medical Technician	9/30/2024
Ashley Carol Lazzara P124397	Emergency Medical Technician	1/31/2022
Erica Danielle Lee P533161	Emergency Medical Technician	12/31/2024
Veronika Livingston P106286	Emergency Medical Technician	5/31/2023
Caroline Nicole Locklear P125884	Emergency Medical Technician	1/31/2022
Haloyd Locklear P122461	Emergency Medical Technician	1/31/2022
Katrina Locklear P123552	Paramedic	6/30/2023
Joseph Dillon Lowe P083729	Paramedic	8/31/2022
Thomas scott Lowe P085690	Emergency Medical Technician	11/30/2023
Mike Lowry P047120		
Andrew Michael Madigan P521683	Emergency Medical Technician	1/31/2024
Heather N Martin P120013	Emergency Medical Technician	6/30/2025
Jacquelin L Martin P012584 WV082921	Paramedic	12/31/2023
Jennifer Leah Martire P088455	Emergency Medical Technician	9/30/2024
Ronnie McDougald P121261	Emergency Medical Technician	4/30/2022
Stephanie B McNair P107440	Emergency Medical Technician	7/31/2023
Emilia Lee Medina P539741	Emergency Medical Technician	3/31/2025
Elizabeth Grace Michael P514539	Emergency Medical Technician	8/31/2023
Lindsay K Morris P082696		
Darien Jerome Murphy Jr P519957	Emergency Medical Technician	12/31/2024
Klirissa H Ormond P072015	Emergency Medical Technician	9/30/2021
Darleen Outlaw P015153	Emergency Medical Technician	8/31/2024
Deborrah Ellen Pabst P515711	Emergency Medical Technician	5/31/2023
Cailyn Aliya Singh Pellegrino P527317	Emergency Medical Technician	5/31/2024
Timothy L Perry P031655	Emergency Medical Technician	4/30/2022
Alicia Piland P077565	Emergency Medical Technician	3/31/2023
Emily Sue Pridgen P522873	Emergency Medical Technician	5/31/2024
Hannah Mikel Rabon P503327	Emergency Medical Technician	5/31/2023

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Kevin Uriel Ramirez P121426	Emergency Medical Technician	7/31/2021
Orlando Ramos P099186	Paramedic	5/31/2024
Christopher Ryan Reason P101606	Paramedic	5/31/2023
Abdullah Soul Reaves P530098	Emergency Medical Technician	12/31/2021
Brian E Rendon P039070	Paramedic	1/31/2025
Alexis Corrin Richardson P506877	Advanced Emergency Medical Technician	10/31/2024
Wilbert L Ricks JR P028054	Emergency Medical Technician	12/31/2023
Jeffery David Rivers P062183	Emergency Medical Technician	3/31/2022
Brittany S Roberts P121099	Emergency Medical Technician	11/30/2021
Jessica Roberts P507324	Emergency Medical Technician	10/31/2022
Zindi Cristel Rochin-Garcia P119230	Emergency Medical Technician	6/30/2024
Angela D Roycroft P047410	Emergency Medical Technician	2/28/2023
Brandon M Rumpf P121807	Emergency Medical Technician	7/31/2021
Devin William Sabatino P531315	Emergency Medical Technician	9/30/2024
Alex Daniele Salvaggio P533077	Emergency Medical Technician	12/31/2024
Ashley D Sawyer P067434	Emergency Medical Technician	3/31/2025
Marissa Joy Schmidt P533389	Emergency Medical Technician	2/28/2025
John R Schroeder P005019	Emergency Medical Technician	6/30/2021
Shawn Russell Sellew P524384	Emergency Medical Technician	11/30/2023
Jake Mathew Selwanes P535845	Emergency Medical Technician	3/31/2025
Sara Jessica Selwanes P535840	Emergency Medical Technician	3/31/2023
Madiha Siddiqui P528238	Emergency Medical Technician	7/31/2024
Katrina Sigmon P027225	Emergency Medical Technician	4/30/2022
William F Simmons P051206	Emergency Medical Technician	11/30/2021
Luke Bobby Sine P501906	Emergency Medical Technician	6/30/2022
Logan Joesph Skelson P528191	Emergency Medical Technician	9/30/2024
Justin M Smith P089835	Emergency Medical Technician	11/30/2022
Matthew Brandon Smith P532708	Emergency Medical Technician	12/31/2024
Montay Ramsey Smith P124042 SC525978 WV526153	Paramedic	8/31/2024
Deven Snyder P518347	Emergency Medical Technician	7/31/2023
Shannon Nicole Snyder P115692	Emergency Medical Technician	8/31/2021
Johnette R Spear P013962	Emergency Medical Technician	1/31/2023
Harper Savannah Spell P517880	Emergency Medical Technician	7/31/2023
Eugene Stanley P510449	Paramedic	5/31/2024
David R Stelzner Sr P005546	Paramedic	5/31/2023
Peter James Stoddard P095149	Paramedic	1/31/2023
Taylor C Strickland P123625	Emergency Medical Technician	2/28/2022
Lindsey Brooke Summerlin P116456	Emergency Medical Technician	5/1/2025
Cameron Ryan Sutton P527622	Emergency Medical Technician	12/31/2024
Crystal Dawn Swinson P087638	Paramedic	5/31/2023

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Constance S Taylor P036759	Paramedic	12/31/2021
Vada Michelle Taylor P504412	Emergency Medical Technician	7/31/2022
Mitchell Patrick Terry P112490	Emergency Medical Technician	2/28/2025
Skylar Tetro P123563	Emergency Medical Technician	1/31/2023
David R. Thompson P088126	Emergency Medical Technician	5/30/2025
William Cole Tisdale P510399	Emergency Medical Technician	12/31/2022
Abigail Geneva Torres P529067	Emergency Medical Technician	3/31/2025
Alicia Michele Tripp P515899	Emergency Medical Technician	9/30/2023
Austin Reid Turnage P514236	Emergency Medical Technician	6/30/2023
Sharanya Uchil P519840	Emergency Medical Technician	10/31/2023
Lennie Vernet P509602	Emergency Medical Technician	2/28/2023
Flogster J.S. Vildor P125240	Emergency Medical Technician	1/31/2022
Franklin Morris Vittoe P027029	Emergency Medical Technician	9/30/2024
William Voyles JR P115855	Emergency Medical Technician	1/31/2025
Michael S Waite P062960	Paramedic	1/31/2025
Phyllis S Warrick P089770	Emergency Medical Technician	4/30/2025
Robbin Matthew Weatherford P116905	Paramedic	4/30/2022
Valerie Yvonne Webb P115343	Emergency Medical Technician	8/31/2021
John Anderson Whichard P112796	Paramedic	6/30/2022
Colin Delton White P121020	Emergency Medical Technician	11/30/2021
Jeffrey D White P006246		
Kenya Lakendra Williams P508116	Emergency Medical Technician	5/31/2023
William A Wrenn P093069	Emergency Medical Technician	9/30/2022
Daniel A Zimmerman P123180	Paramedic	5/31/2023
nora gomez P521317	Emergency Medical Technician	1/31/2024
Kristy lieu P518821	Emergency Medical Technician	11/30/2023
liam tristian tew P520251	Emergency Medical Technician	12/31/2023

Attachment 3

Vehicles and Equipment

MedEx Medical Transport
Vehicle List 2021

VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1FDSS3EP9ADA32493	2010	39	NC003419	6/30/2021	Permanent	EMT	In Service
1GBHG396791170679	2009	13	NC001986	9/30/2022	Permanent	EMT	In Service
1GBHG396X71240088	2007	31	NC001917	7/31/2022	Permanent	EMT	In Service
1GBHG396X91143573	2009	38	NC003418	6/30/2021	Permanent	EMT	In Service
1GBJG316881127366	2008	26	NC003420	6/30/2021	Permanent	EMT	In Service
1GBZGHCL1G1241209	2016	46	NC004310	10/31/2022	Permanent	EMT	In Service
1GBZGHCL1G1241839	2016	47	NC004307	10/31/2022	Permanent	EMT	In Service
1GBZGHCL5G1239964	2016	50	NC004306	10/31/2022	Permanent	EMT	In Service
1GBZGHCL8G1240686	2016	48	NC004309	10/31/2022	Permanent	EMT	In Service
1GBZGHCL9G1240177	2016	49	NC004308	10/31/2022	Permanent	EMT	In Service
1GD675CL6B1133640	2011	101	NC001916	7/31/2022	Permanent	EMT	In Service
1GHBHG396191167485	2009	11	NC000669	3/31/2022	Permanent	EMT	In Service
3D6WD66L59G529790	2008	107	NC004311	10/31/2022	Permanent	EMT	In Service
1FDSS3ELXEDB07138	2014	21	NC004773	6/30/2023	Permanent	EMT	In Service
1FDUF4GT4BEC48177	2011	113	NC003394	5/31/2022	Permanent	EMT	In Service
1FDUF4GT9HEC98629	2017	100	NC005391	8/31/2023	Permanent	EMT	In Service
1FDWE3FN9MDC16262	2020	114	NC005742	5/31/2023	Permanent	EMT	In Service
1FDWE3FS8KDC33315	2019	116	NC005715	8/31/2022	Permanent	Paramedic	In Service
1FDWE3FSXJDC37400	2018	45	NC004331	12/31/2022	Permanent	EMT	In Service
1FDYR2CM2HKA98981	2017	51	NC002595	4/30/2023	Permanent	EMT	In Service
1FDYR2CM3HKA42306	2017	52	NC002596	4/30/2023	Permanent	EMT	In Service
1GB3G2CL0B1151206	2011	115	NC005356	9/30/2022	Permanent	EMT	In Service
1GB6G2BL3A1180177	2011	55	NC004856	10/31/2021	Permanent	EMT	In Service
1GB6G5C19C1202556	2012	34	NC002556	2/28/2023	Permanent	Paramedic	In Service
1GB6G5CL6C1168995	2012	102	NC004268	5/31/2022	Permanent	EMT	In Service
1GB6G5CL8F1155816	2015	112	NC005349	4/30/2022	Permanent	Paramedic	In Service
1GB6G5CL9F1157932	2015	111	NC003393	5/31/2022	Permanent	EMT	In Service
1GB9G5B61A1133108	2010	19	NC004342	3/31/2023	Permanent	EMT	In Service
1GB9G5B62A1116642	2010	29	NC004341	2/28/2023	Permanent	EMT	In Service
1GB9G5BL8A1180528	2010	24	NC004267	5/31/2022	Permanent	EMT	In Service
1GBE4V1257414183	2007	1	NC002831	5/31/2023	Permanent	EMT	In Service
1GBHG396391152907	2009	23	NC004794	9/30/2023	Permanent	EMT	In Service
1GBHG396391152924	2009	17	NC004795	9/30/2023	Permanent	EMT	In Service
1GBHG396391170274	2009	14	NC001650	9/30/2022	Permanent	EMT	In Service
1GBHG396491168372	2010	25	NC004895	3/31/2022	Permanent	EMT	In Service
1GBHG396891173526	2009	15	NC001672	4/30/2023	Permanent	EMT	In Service
1GBJG316081191384	2008	110	NC002556	4/30/2022	Permanent	Paramedic	In Service
1GBJK34607E578275	2007	28	NC004768	6/30/2021	Permanent	EMT	In Service
2C4JRGAG7ER428563	2014	27	NC004108	9/30/2023	Permanent	EMT	In Service

MedEx Medical Transport
Vehicle List 2021

VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1FDBR1CG1LKB75262	2020	65	NC005389	8/31/2023	Permanent	EMT	In Service
1FDBR1CG1MKA38887	2021	66	NC005552	9/30/2023	Permanent	EMT	In Service
1FDBR1CG2LKB80762	2020	64	NC005551	9/30/2023	Permanent	EMT	In Service
1FDBR1CG2LKB80793	2021	68	NC005553	9/30/2023	Permanent	EMT	In Service
1FDBR1CG6LKB80795	2020	69	NC005554	9/30/2023	Permanent	EMT	In Service
1FDKE30F0VHB11121	1997	30	NC000943	10/31/2021	Permanent	EMT	In Service
1FDWE3FN1MDC35064	2021	121	NC005743	5/31/2023	Permanent	EMT	In Service
1GBHG396191168460	2009	16	NC001978	9/30/2022	Permanent	EMT	In Service
1GBHG396591168753	2009	22	NC000677	5/31/2022	Permanent	EMT	In Service
1GBHG396X91143573	2009	38	NC003418	6/30/2023	Permanent	EMT	In Service
1GBJG316171203573	2007	32	NC001985	9/30/2022	Permanent	EMT	In Service
3C6LRVDG6ME540318	2021	71	NC005555	9/30/2023	Permanent	EMT	In Service
3C6LRVDG9ME540328	2021	72	NC005556	9/30/2023	Permanent	EMT	In Service
3D6WC6EL9AG127831	2010	106	NC004287	7/31/2022	Permanent	EMT	In Service

Attachment 4

Certificate of Liability Insurance

MEDEMED-01 OKAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valley Forge Captive Advisors 630 Freedom Business Center Drive Suite 203 King Of Prussia, PA 19406	CONTACT NAME: PHONE (A/C, No, Ext): (610) 458-3659 FAX (A/C, No): (484) 965-9627 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Coverys Specialty Insurance Company	15686
INSURED MedEx Medical Transport Service, Inc. 902 E Memorial Drive Ahoskie, NC 27910	INSURER B : Old Republic Insurance Company	24147
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			005NC000026323	6/6/2021	6/6/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			MWTB 313922	6/1/2021	6/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			005NC000026323	6/6/2021	6/6/2022	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC 313921	6/1/2021	6/1/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Commercial Excess/Um			005NC000026323	6/6/2021	6/6/2022	CSL	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Wilson County EMS
1817 Glendale Drive
Wilson, NC 27893-4401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment 5

Educational Plan

MedEx Medical Transport

Educational Plan

EMT- Basic

MODULE 1 PREPARATORY

Lesson 1-1 Introduction to Emergency Medical Care

Familiarizes the EMT-Basic candidate with the introductory aspects of emergency medical care. Topics covered include the Emergency Medical Services system, roles and responsibilities of the EMT-Basic, quality improvement, and medical direction.

Lesson 1-2 Well-Being of the EMT-Basic

Covers the emotional aspects of emergency care, stress management, introduction to Critical Incident Stress Debriefing (CISD), scene safety, body substance isolation (BSI), personal protection equipment (PPE), and safety precautions that can be taken prior to performing the role of an EMT-Basic.

Lesson 1-3 Medical/Legal and Ethical Issues

Explores the scope of practice, ethical responsibilities, advance directives, consent, refusals, abandonment, negligence, duty to act, confidentiality, and special situations such as organ donors and crime scenes. Medical/legal and ethical issues are vital elements of the EMT-Basic's daily life.

Lesson 1-4 The Human Body

Enhances the EMT-Basic's knowledge of the human body. A brief overview of body systems, anatomy, physiology and topographic anatomy will be given in this session.

Lesson 1-5 Baseline Vital Signs and SAMPLE History

Teaches assessing and recording of a patient's vital signs and a SAMPLE history.

Lesson 1-6 Lifting and Moving Patients

Provides students with knowledge of body mechanics, lifting and carrying techniques, principles of moving patients, and an overview of equipment. Practical skills of lifting and moving will also be developed during this lesson.

Lesson 1-7 Evaluation: Preparatory Module

Conduct a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 2 AIRWAY

Lesson 2-1 Airway

Teaches airway anatomy and physiology, how to maintain an open airway, pulmonary resuscitation, variations for infants and children and patients with laryngectomies. The use of airways, suction equipment, oxygen equipment and delivery systems, and resuscitation devices will be discussed in this lesson.

Lesson 2-2 Practical Skills Lab: Airway

Provides supervised practice for students to develop the psychomotor skills of airway care. The use of airways, suction equipment, oxygen equipment and delivery systems, and resuscitation devices will be included in this lesson.

Lesson 2-3 Evaluation: Airway Module

Conduct a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 3 PATIENT ASSESSMENT

Lesson 3-1 Scene Size-Up

Enhance the EMT-Basic's ability to evaluate a scene for potential hazards, determine by the number of patients if additional help is necessary, and evaluate mechanism of injury or nature of illness. This lesson draws on the knowledge of Lesson 1-2.

Lesson 3-2 Initial Assessment

Provides the knowledge and skills to properly perform the initial assessment. In this session, the student will learn about forming a general impression, determining responsiveness, assessment of the airway, breathing and circulation. Students will also discuss how to determine priorities of patient care.

Lesson 3-3 Focused History and Physical Exam - Trauma Patients

Describes and demonstrates the method of assessing patients' traumatic injuries. A rapid approach to the trauma patient will be the focus of this lesson.

Lesson 3-4 Focused History and Physical Exam - Medical Patients

Describes and demonstrates the method of assessing patients with medical complaints or signs and symptoms. This lesson will also serve as an introduction to the care of the medical patient.

Lesson 3-5 Detailed Physical Exam

Teaches the knowledge and skills required to continue the assessment and treatment of the patient.

Lesson 3-6 On-Going Assessment

Stresses the importance of trending, recording changes in the patient's condition, and reassessment of interventions to assure appropriate care.

Lesson 3-7 Communications

Discusses the components of a communication system, radio communications, communication with medical direction, verbal communication, interpersonal communication, and quality improvement.

Lesson 3-8 Documentation

Assists the EMT-Basic in understanding the components of the written report, special considerations regarding patient refusal, the legal implications of the report, and special reporting situations. Reports are an important aspect of pre-hospital care. This skill will be integrated into all student practices.

Lesson 3-9 Practical Skills Lab: Patient Assessment

Integrates the knowledge and skills learned thus far to assure that the student has the knowledge and skills of assessment necessary to continue with the management of patients with medical complaints and traumatic injuries.

Lesson 3-10 Evaluation: Patient Assessment Module

Conduct written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 4 MEDICAL/BEHAVIORAL EMERGENCIES AND OBSTETRICS/GYNECOLOGY

Lesson 4-1 General Pharmacology

Provides the student with a basic knowledge of pharmacology, providing a foundation for the administration of medications given by the EMT-Basic and those used to assist a patient with self-administration.

Lesson 4-2 Respiratory Emergencies

Reviews components of the lesson on respiratory anatomy and physiology. It will also provide instruction on assessment of respiratory difficulty and emergency medical care of respiratory problems, and the administration of prescribed inhalers.

Lesson 4-3 Cardiovascular Emergencies

Reviews of the cardiovascular system, an introduction to the signs and symptoms of cardiovascular disease, administration of a patient's prescribed nitroglycerin, and use of the automated external defibrillator.

Lesson 4-4 Diabetes/Altered Mental Status

Reviews of the signs and symptoms of altered level of consciousness, the emergency medical care of a patient with signs and symptoms of altered mental status and a history of diabetes, and the administration of oral glucose.

Lesson 4-5 Allergies

Teaches the student to recognize the signs and symptoms of an allergic reaction, and to assist the patient with a prescribed epinephrine auto-injector.

Lesson 4-6 Poisoning/Overdose

Teaches the student to recognize the signs and symptoms of poisoning and overdose. Information on the administration of activated charcoal is also included in this section.

Lesson 4-7 Environmental Emergencies

Covers recognizing the signs and symptoms of heat and cold exposure, as well as the emergency medical care of these conditions. Information on aquatic emergencies and bites and stings will also be included in this lesson.

Lesson 4-8 Behavioral Emergencies

Develops the student's awareness of behavioral emergencies and the management of the disturbed patient. Restraining the combative patient will also be taught in this lesson.

Lesson 4-9 Obstetrics/Gynecology

Reviews the anatomical and physiological changes that occur during pregnancy, demonstrate normal and abnormal deliveries, summarize signs and symptoms of common gynecological emergencies, and neonatal resuscitation.

Lesson 4-10 Practical Skills Lab: Medical/Behavioral Emergencies and Obstetrics/Gynecology

Draws on the knowledge and skills learned thus far in this practical lab. Students will be given the opportunity to assess and treat a variety of patients with various medical complaints.

Lesson 4-11 Evaluation: Medical/Behavioral Emergencies and Obstetrics/Gynecology

Conducts a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 5 TRAUMA

Lesson 5-1 Bleeding and Shock

Reviews the cardiovascular system, describes the care of the patient with internal and external bleeding, signs and symptoms of shock (hypo perfusion), and the emergency medical care of shock (hypo perfusion).

Lesson 5-2 Soft Tissue Injuries

Continues with the information taught in Bleeding and Shock, discussing the anatomy of the skin and the management of soft tissue injuries and the management of burns. Techniques of dressing and bandaging wounds will also be taught in this lesson.

Lesson 5-3 Musculoskeletal Care

Reviews of the musculoskeletal system before recognition of signs and symptoms of a painful, swollen, deformed extremity and splinting are taught in this section.

Lesson 5-4 Injuries to the Head and Spine

Reviews the anatomy of the nervous system and the skeletal system. Injuries to the spine and head, including mechanism of injury, signs and symptoms of injury, and assessment. Emergency medical care, including the use of cervical immobilization devices and short and long back boards will also be discussed and demonstrated by the instructor and students. Other topics include helmet removal and infant and child considerations.

Lesson 5-5 Practical Skills Lab: Trauma

Provides practice of the assessment and management of patients with traumatic injuries.

Lesson 5-6 Evaluation: Trauma Module

Conducts a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 6 INFANTS AND CHILDREN

Lesson 6-1 Infants and Children

Presents information concerning the developmental and anatomical differences in infants and children, discuss common medical and trauma situations, and also covered are infants children dependent on special technology. Dealing with an ill or injured infant or child patient has always been a challenge for EMS providers.

Lesson 6-2 Practical Skills Lab: Infants and Children

Provides the EMT-Basic student with the opportunity to interact with infants and children, and to practice the knowledge and skills learned thus far concerning this special population.

Lesson 6-3 Evaluation: Infants and Children

Conduct a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 7 OPERATIONS

Lesson 7-1 Ambulance Operations

Presents an overview of the knowledge needed to function in the pre-hospital environment. Topics covered include responding to a call, emergency vehicle operations, transferring patients, and the phases of an ambulance call.

Lesson 7-2 Gaining Access

Provides the EMT-Basic student with an overview of rescue operations. Topics covered include roles and responsibilities at a crash scene, equipment, gaining access, and removing the patient.

Lesson 7-3 Overviews

Provides the EMT-Basic student with information on hazardous materials, incident management systems, mass casualty situations, and basic triage.
Lesson 7-4 Evaluation: Operations

Conduct a written and skills evaluation will be done to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

Attachment 6

NCOEMS License

State of North Carolina

Office of Emergency
Medical Services

Medical Care
Commission

Having met the requirements of North Carolina General Statute 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of EMS Agencies.

MEDEX MEDICAL TRANSPORT

is hereby issued an

EMS Agency License

This License, Number 1752, expires the last day of April 2022

Office of Emergency Medical Services

Medical Care Commission

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Discussion

Presenter: Christina Smith, Public Works Director

Agenda Title: Solid Waste Convenience Sites Update

Summary of Information: Commissioner Deatherage has requested an update on the solid waste convenience sites, specifically the Magnolia School Road site.

Submitter Recommendations/Motions: Information only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Decision

Presenter: Lori Leggett, Deputy Director

Agenda Title: Child Victim Assistance and Training Project

Summary of Information: The Child Welfare Education Workforce Initiative of the North Carolina Association of County Directors of Social Services (NCACDSS) is sponsoring the Child Victim Assistance and Training Project. The purpose of this project is to promote the recruitment and retention of highly qualified child welfare social workers, promote a closer partnership between county DSS agencies and universities, and provide a subsidy for interns as they complete their field placements in child welfare.

NCACDSS is preparing to submit three grant applications, which includes an application to the federal AmeriCorps program to fund this project. Each participating county will be expected to make a financial contribution to funding of the project at the beginning of each semester during which the individual county hosts one or more interns. The financial contribution for Beaufort County will be $250 per intern per semester and is based on population. Larger counties will have a financial contribution of $500 per intern per semester. The Project will utilize grant funds to reimburse expenses associated with the field placements of the interns. The funds can specifically be used for equipment, supplies, and travel cost. The exact amount will depend on the number of interns and the expense incurred. This project will assist our agency in recruiting and retaining qualified child welfare social workers.

Submitter Recommendations/Motions: Staff recommends approval to participate in the Child Victim Assistance and Training Project.

Attachments:

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PROJECT SUMMARY

THE CHILD VICTIM ASSISTANCE AND TRAINING PROJECT

Responsibilities and Qualifications of Interns:

- Each intern must be pursuing either a Bachelor of Social Work (BSW) degree or a Master of Social Work (MSW) degree at a college or university program that has been accredited by the Council on Social Work Education.

- Each intern must be approved by the intern's college or university field education program for an internship of at least 450 hours for BSW interns (i.e., typically 32 hours per week for one 14 week semester, plus an additional 2 hours) or an internship of at least 675 hours for MSW interns (i.e., typically 24 hours per week for two 14 week semesters, plus and additional 3 hours). All qualified internships for the 2022-2023 academic year must be completed within a 12-month period beginning with the college or university's Fall 2022 semester and ending with the conclusion of its 2023 Summer session.

- Each intern must be qualified and willing to serve as a member of the AmeriCorps national service program, and to conform with the AmeriCorps policies and procedures in addition to the policies and procedures of the intern's college or university field education programs and the DSS agency that sponsors the intern.

- Each intern must be accepted by a participating DSS agency to serve an internship at that designated host agency.

Benefits for Interns

- NCACDSS will provide each BSW intern a stipend of $7,200, which will be paid in equal increments directly by the Project on a biweekly basis during the intern's semester of service. This is equivalent to $16.00 per hour of service. Each BSW intern will also receive a Segal AmeriCorps Education Award of approximately $1,750, which will be provided directly by the National Service Trust upon the successful completion of the intern's service.

- NCACDSS will provide each MSW intern a stipend of $11,981, which will be paid in equal increments directly by the Project on a bi-weekly basis during the intern's two semesters of service. This is equivalent to $17.75 per hour of service. Each MSW intern will also receive a Segal AmeriCorps Education Award of approximately $2,500, which will be provided directly by the National Service Trust upon the successful completion of the intern's service.

Benefits for Participating DSS Agencies:

- For each BSW intern and MSW intern, NCACDSS will provide reimbursement to each DSS agency for the expense of a computer and associated items in an amount not to exceed $1,250 per

intern. Selection and purchase of the computer and associated items will be responsibility of the agency.

- For each MSW intern, NCACDSS will provide each agency reimbursement for the expense of a cellular phone in an amount not to exceed $125, and for the cellular phone service not to exceed $900. Selection and purchase of the cellular phone and the associated service agreement will be the responsibility of the agency.

- For each MSW intern, NCACDSS will provide each agency reimbursement for the expense of automobile travel within North Carolina for the purpose of providing direct services to foster children, or children who have been adjudicated or credibly alleged to have been abused or neglected. Travel must originate and terminate at the agency's offices and must be conducted in either a county-owned vehicle in which the intern is not accompanied by a member of the agency's regular staff or, alternatively, the intern's personal vehicle. Travel will be reimbursed at the designated federal reimbursement rate for travel.

- Equipment purchased will remain the property of the DSS agency once the Project has ended.

- The federal Treasury Department confirms that in many cases, county funds from the American Rescue Plan Act may be used for the county financial contributions to the Project. County financial contributions will be $500 per intern per semester for counties with populations over 100,000, and $250 per intern per semester for smaller counties. If your county wishes to use ARPA funds for its financial contribution, NCACDSS will assist the county to help document your eligibility.

- Each county will select and supervise each internship as usual.

- Each county will be responsible for providing documentation to NCACDSS when reimbursement request is made.

Other:

- NCACDSS will be responsible for the recruitment and management of Project staff, who will be either employees or contractors of NCACDSS and who will, in cooperation with participating DSS agencies, manage the Project's financial operations and relationships with funding sources.

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Decision

Presenter: Ann Williams, Office Manager

Agenda Title: Adopt Project Budget Ordinance - $133,601.00 (Conservation Easement)

Summary of Information: Contract No. 22-028-4038 has been awarded to the Beaufort Soil and Water Conservation District (District) through the NC Department of Agriculture & Consumer Services Agricultural Development and Farmland Preservation Trust Fund (ADFPTF). This state grant provides funds, in the amount of $133,601.00, to be used to assist a local landowner with the establishment of a perpetual ADFPTF Conservation Easement on the family's working farm (+/- 263.00 acres). Total funds awarded through the ADFPTF state grant are:

Stewardship Endowment (for annual monitoring of easement area)	$ 3,140.00
Property Survey	$ 10,100.00
Baseline Documentation Report	$ 4,200.00
Environmental Assessment/Audit	$ 3,500.00
Legal Fees	$ 5,900.00
Closing Costs	$ 2,100.00
Conservation Easement Purchase Price	$104,661.00
	$133,601.00

There are match requirements within the contract. The total contract amount, with matching requirements, is $173,681.30. All match requirements will be satisfied through the District's in-kind "personnel and administrative" services, landowner donation, and a USDA-Agricultural Land Easement federal grant request. No Beaufort County match is required in acquiring the conservation easement.

The contract was presented for review, to the District's Board of Supervisors, during their January 31, 2022 meeting. It was approved as presented.

A Project Budget Ordinance, for $133,601.00, is needed to establish the state grant funds awarded through Contract No. 22-028-4038.

Submitter Recommendations/Motions: The Beaufort Soil and Water Conservation District's Board of Supervisors recommends that the Beaufort County Board of Commissioners adopt a Project Budget Ordinance, for $133,601.00, awarded in Contract No. 22-028-4038.

AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND
ADFPTF-CONTRACT NUMBER 22-028-4038
CONSERVATION EASEMENT
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2021-2022

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The Grant Project Fund is to assist a local landowner with the establishment of a perpetual ADFPTF Conservation Easement on the family's working farm (+/- 263.00 acres).

Section 2. The Board of Commissioners of Beaufort County adopts this grant project ordinance with the following estimated revenues and expenses:

REVENUES:

152-3452-443004	GRANT REVENUE	$ 133,601
	TOTAL	$ 133,601

EXPENSES:

v

152-4452-569325	GRANT EXPENSES	$ 133,601
	TOTAL	$ 133,601

Section 3. The officers of this unit are hereby directed to proceed with the project.

Section 4. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records.

Section 5. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 6. This ordinance shall become effective upon its adoption.

This the 7th day of February, 2022.

_____
Chairman

Attest:

_____
Clerk

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government/University)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: County of Beaufort

PROJECT TITLE/NAME: Midyette Farm +/- 263.0 Acres Perpetual Conservation Easement

CONTRACT #: 22-028-4038

253

GO Entities Only Check One Box		*Document Title*	*Department Use – Documents Attached or On File*		*Grants and Contracts- Documents Attached or On File*	
Yes	No	Contractual "Check Off List for Grantee	Yes	No	Yes	No
Yes	No	Contract Cover (To be signed, dated & witnessed)	Yes	No	Yes	No
Yes	No	Attachment A – General Terms and Conditions – Government/University	Yes	No	Yes	No
Yes	No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)	Yes	No	Yes	No
Yes	No	Attachment C – Certifications and Assurances Section	Yes	No	Yes	No
Yes	No	Attachment D – NC OpenBook Supplemental Information	Yes	No	Yes	No
Yes	No	Attachment E – Signature Card	Yes	No	Yes	No
Yes	No	Attachment F – W-9 Tax Information	Yes	No	Yes	No
Yes	No	Attachment G – Vendor Electronic Payment Form	Yes	No	Yes	No
Yes	No	Attachment H – FFATA Data Reporting Requirements (if applicable)	Yes	No	Yes	No
Yes	No	Attachment I – Federal Regulations (if applicable)	Yes	No	Yes	No

Departmental Use Only

CENTER: 6208 1012 2021
ACCOUNT: 536406
AMOUNT: $133,601.00

STATE OF NORTH CAROLINA
COUNTY OF WAKE

North Carolina Department of Agriculture and Consumer Services
Farmland Preservation Division

ADFP Trust Fund – Government

CONTRACT # __22-028-4038___

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Farmland Preservation Division,** (the "Agency") and **County of Beaufort**, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6001521 and is physically located in Beaufort County, and is further located at 155C Airport Road Washington, NC 27889.

The purpose of this Contract is to encourage the preservation of qualifying farmland and to foster the growth, development, and sustainability of family farms. The Grantee's project title is **Midyette Farm +/- 263.0 Acres Perpetual Conservation Easement**. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. **Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. **Effective Period:**

This Contract shall be effective on October 1, 2021 and shall terminate on September 30, 2023 with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. **Grantee's Duties:**

The Grantee shall provide the services as described in Attachment B, Scope of Work.

IV. **Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $133,601.00.

This amount consists of $133,601.00 in State funds.

[ ] a. There are no matching requirements from the Grantee.

[ ] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	$
	Cash	$
	Other/Specify:	$

[X] c. The Grantee's matching requirement is $40,080.30 which consists of:

	In Kind	$
	Cash	$
	Other/Specify: cash/in-kind	$40,080.30

[ ] d. The Grantee has committed to an additional $ to complete the project as described in Attachment B.

The total Contract amount with matching funds is $173,681.30.

V. **Conflict of Interest Policy:**

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is <u>not</u> required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. **Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. **Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. **Reporting Requirements:**

(1) Agency:

The Grantee shall provide the services as described in Attachment B, Scope of Work.

IX. **Payment Provisions:**

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project Upon approval by the Agency, payment shall be made within 30 days. Ten percent (10%) on all line items awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

a) Expanding the project or program;
b) Continuing the project or program after grant ends; or
c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to: copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. **Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Do NOT send via US Postal Service! Only send via UPS or FedEX	Veronica Jamison, Farmland Preservation Office Manager 2 W. Edenton St., Raleigh, NC 27601 Telephone: 919-707-3071 Fax: 919-716-0105 Email: veronica.jamison@ncagr.gov

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Name: Ann Williams Title: Office Manager Company Name: Beaufort County Soil & Water Conservation District Post Office Address: 155C Airport Road City: Washington State: NC Zip: 27889 Telephone: 252-946-4989 Fax: Email: ann.williams@co.beaufort.nc.us	Name: Nathaniel Woolard Title: District Resource Specialist Company Name: Beaufort County Soil & Water Conservation District Street Address: 155C Airport Road City: Washington State: NC Zip: 27889 Telephone: 252-946-4989 Fax: Email: Nathaniel.woolard@co.beaufort.nc.us

XI. **Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XII. **Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

a. Will implement or already have implemented adequate internal controls over disbursements;
b. Pre-audit all invoices presented for payment to determine:
    - Validity and accuracy of payment
    - Payment due date
    - Adequacy of documentation supporting payment
    - Legality of disbursement
c. Assure adequate control of signature stamps/plates;
d. Assure adequate control of negotiable instruments; and
e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIII. **Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. **N.C.G.S. § 133-32 and Executive Order 24:**

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

XV. **Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: County of Beaufort

Signature of Authorized Representative — Date

Printed Name — Title

Witness:

Signature — Date

Printed Name — Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative — Date

N. David Smith, Chief Deputy Commissioner

Attachment B Contents:

a. Scope of Work and Map

b. ADFP Trust Fund Conservation Easement Contract Grantee Duties and Reporting Requirements

c. Line Item Budget with Narrative and Project Timeline

d. Survey Requirements and Checklist

e. Baseline Documentation Report Requirements and Checklist

f. Environmental Audit Requirements and Checklist

g. The Conservation Easement Content

h. Closing Agent Requirements for Easement Programs

i. ADFP Trust Fund Monitoring Policies

j. Option to Purchase an ADFP Trust Fund Agricultural Easement

Scope of Work

The purpose of this contract is to place a perpetual agricultural conservation easement on +/- 263.0 acres of the Midyette Farm in Beaufort County.

Landowner name(s): Timothy A. Midyette

Physical address: Jackson Swamp Road, Bath, NC 27808

Latitude and Longitude: 35.505578159678855, -76.75031815060856

35.498223874469566, -76.76932964789324

35.50290553996897, -76.79434929258863

Parcel Identification Number (PIN): 6664-43-0580; 6664-96-4506; 6654-65-4192

Attached is a map of the proposed conservation easement:

Midyette Farm, Beaufort County, NC
Proposed Conservation Easement Areas
+/- 263 Acres
Legend
2 35.494982, -76.773173
1 35.503408, -76.798507
3 35.506363, -76.752455
Post Rd
Possum Hill Rd
Keech Ln
1741
Google Earth
© 2020 Google
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1. The NCDA&CS ADFPTF conservation easement contract is a two-year contract. The first contract year is to complete the conservation easement project, including recording the conservation easement. The second contract year is reserved for the completion of the conservation easement project due to documented hardships. The Grantee agrees to record the conservation easement within the first year of the two-year contract following the timeline below. Failure to follow the deliverable timeline is a breach of the contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF. If the Grantee fails to record an approved conservation easement according to the terms and conditions of this contract within the contract period, the Grantee is responsible for repaying all funds expended.

2. If the conservation easement is not recorded within the first 365 days of the two-year contract, the Grantee must request a continuation of the project in writing to the Farmland Preservation Director 60 days before the end of the first year of the contract (Day 305). This request must provide proper documentation for the hardships that delayed completing the grant project and a revised timeline to complete the conservation easement project. All other required documents, including budget and progress reports, must be current. Eligible hardships include:
   a. Death of a landowner;
   b. Severe illness or incapacitation of a landowner;
   c. The Grantee has applied for federal funding and has not yet received funding notification;
   d. The Grantee has federal funds under contract and has not yet received approval to release federal funds.

   All other requests for continuing the conservation easement project shall be determined on a case-by-case basis. If approved, the project may continue into the second year of the contract. If denied, the Grantee must repay any grant funding received from the NCDA&CS ADFPTF. Note: Failure by the Grantee to initiate deliverables on the conservation easement project, Grantee staff shortages or changes, and Grantee time management issues are not acceptable hardships and will result in a breach of the contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF.

Required Grantee Deliverable Within the First Contractual Year

Deliverables (Documents) *Must be provided in the following order and submitted as a complete suite in Word or PDF electronic format for ADFPTF review and approval.*	**Completion Date for Documents Provided to the Agency by the Grantee**
Easement Parcel Identification Suite • Preliminary Conservation Easement Survey, including GIS, per the ADFPTF Survey Requirements and Checklist • Preliminary Title Policy • Preliminary Attorney's signed Title Opinion certifying title for a period of at least sixty years	Within 180 days of the beginning date of the grant contract
Land Management Documents Suite • Environmental Audit including Hazardous Materials Checklist and Landowner Interview • Certified Development Rights Appraisal dated less than 90 days prior to closing. Updated Opinion Letters by the appraiser are acceptable. • Conservation Plan, if applicable • Forestry Plan, if applicable • Preliminary Baseline that includes applicable Conservation Plan and Forestry Plan, Environmental Audit, and Conservation Easement Survey, per the ADFPTF Baseline Documentation Report Requirements and Checklist	Within 210 days of the beginning date of the grant contract and no less than 60 days before the scheduled conservation easement recording date
Legal Conservation Document Suite • Conservation Easement Survey in recordable format and approved by County Review Officers • Final Conservation Easement with applicable exhibits • Preliminary HUD Statement • Title Commitment • Signed Subordination Agreement, if applicable • Final Baseline that includes applicable Conservation Plan and Forestry Plan, Environmental Audit, and Conservation Easement Survey, per the ADFPTF Baseline Documentation Report Requirements and Checklist	Within 240 days of the beginning date of the grant contract and no less than 30 days before the scheduled conservation easement recording date
Set Target Date for Easement Closing • All Legal Conservation Document Suite documents must be approved by NCDA&CS Legal Affairs	Within 270 days of the beginning date of the grant contract, and shall be no less than 30 days before the contract end date.
Final Legal Conservation Document Suite • Recorded Conservation Easement • Recorded Survey • Final Title Opinion • Final Title Policy • Recorded Subordination Agreement, if applicable • Signed HUD Statement • Signed Baseline	Due within 20 working days (28 calendar days) following the recording date of the conservation easement

3. The grantee shall provide the Agency with progress reports, both financial and programmatic. The following is based upon the Agency contract with the grantee being two years in time.

   For grant awards of less than $250,000, reports are due semi-annually. Refer to the table below for the reporting period and due dates for progress and budget reports:

Contract Year	Reporting Period	Report Due Dates
Year 1	October 1 – March 31	April 10
Year 1	April 1 – September 30	October 10
Year 2	October 1 – March 31	April 10
Year 2	April 1 – September 30	October 10

   For grant awards of $250,000 or more, reports are due quarterly. Refer to the table below for the reporting period and due dates for progress and budget reports:

Contract Year	Reporting Period	Report Due Dates
Year 1	October 1 – December 31	January 10
Year 1	January 1 – March 31	April 10
Year 1	April 1 – June 30	July 10
Year 1	July 1 – September 30	October 10
Year 2	October 1 – December 31	January 10
Year 2	January 1 – March 31	April 10
Year 2	April 1 – June 30	July 10
Year 2	July 1 – September 30	October 10

   In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual timesheets that have been signed by the individual employee and approved by the appropriate supervisor, travel logs and invoices for in-kind match, copies of checks, bank deposits, and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

   This grant contract is for the below-marked amount:

   ☒ Less than $250,000

   ☐ $250,000 or more

4. The grantee will use the selected easement template unless the exception category has been designated and approved by the Agency. The selection of the appropriate template is based upon partnership funding used to secure the conservation easement. Unless clearly delineated in the proposed conservation easement map, the landowner waives the rights of creation of no more than three lots pursuant to N.C.G.S. 106-744(b)(1); therefore no

lots shall be created in the easement area. The easement templates are downloadable at www.ncadfp.org:

- ☐ ADFPTF-USDA-USAF Template Easement
- ☐ ADFPTF-USDA-Navy Template Easement
- ☐ ADFPTF-USDA-Army Template Easement
- ☒ ADFPTF-USDA Template Easement
- ☐ ADFPTF-USAF Template Easement
- ☐ ADFPTF-Navy Template Easement
- ☐ ADFPTF-Army Template Easement
- ☐ ADFPTF Perpetual Template Easement
- ☐ ADFPTF Term Template Easement
- ☐ Exception, including the creation of no more than three lots pursuant to N.C.G.S. 106-744(b)(1). (Copy of the revised conservation easement language must be attached hereto as an amendment to the NCDA&CS ADFPTF contract at the time of approval)

The Agency legal counsel and Farmland Preservation Director must approve additions, omissions, or modifications of said template. The final "Conservation Easement" must meet with Agency approval to remain eligible for funding.

5. The grantee shall provide the Agency with the appropriate reimbursement request (downloadable at www.ncadfp.org) and required documentation of performance and expenditures for associated grant reimbursement. The Agency shall make payments to the grantee on the following guidance:
   a. No more than $25,000 if the grant award is $27,778 or greater and up to 90% of the grant if the grant award is less than $27,778 before the recording of the "Conservation Easement."
   b. All payment requests must have documented the purpose of the use of grant funds and be within the approved amounts designated in the contract grant budget.
   c. At the time of a properly recorded "Conservation Easement," the Agency shall pay to the grantee no more than 90% of the awarded grant amount.
   d. The Agency shall decrease the contract award amount based on current conservation easement appraisal, if applicable.
   e. The grantee shall ensure that **263.0** acres are placed under an agricultural easement with no more than a 5% variance in recorded easement acreage without the prior written approval of the Agency.
   f. The division of the funds used to purchase the agricultural easement from matching resources and Agency resources must be maintained, as noted in the grant contract budget. The grantee may request the Agency for an exception to the division of funds if the Agency is the only entity providing easement funding.
   g. The Agency easement purchase shall not exceed 50% of the appraised easement value. If the Agency is the only grantor of funds used to secure the conservation

easement recording, the grantee may request in writing with sound reasoning for the Agency payment to exceed 50% of the appraised easement purchase value.

h. At no time shall the total payment of grant funding exceed the grant contract value.
i. All grantee payments must have receipts of expenditures to verify the use of funding per contracted purposes.
j. The Agency shall make the payment within 60 days of any grant reimbursement request by the grantee with approved documentation.

6. The grantee will use the selected conservation easement purchase funding program:

☒ Standard Conservation Easement Appraisal Program

Final conservation easement values must be determined by a Certified Development Rights Appraisal dated less than 90 days prior to closing or an Updated Opinion Letter by the appraiser dated less than 90 days prior to closing. Select one of the following:

☐ADFPTF funds only require one of the following types of appraisals:

- N.C. State Certified Residential or N.C. State Certified General Real Estate Appraiser that comply with Uniform Standards of Professional Appraisal Practice (USPAP) as published by the Appraisal Standards Board.
- Uniform Standards of Professional Appraisal Practice (USPAP)
- Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or "Yellow Book")

☒ USDA NRCS partnership projects require one of the following types of appraisals:

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or "Yellow Book")

☐ Military partnership projects require the following type of appraisal:

- Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or "Yellow Book")

☐ Present-Use Value (PUV) Conservation Easement Program

Select one of the following:

☐ Perpetual Conservation Easement:

- 75% of the conservation easement value as determined by the Conservation Easement Value Payout formula attached in this contract.

☐ 50-Year Term Conservation Easement:

- 60% of the conservation easement value as determined by the Conservation Easement Value Payout formula attached in this contract.

7. The conservation easement closing payment request may be submitted in writing using the Easement Closing Check Request form by the Grantee 30 days before the set closing date provided the following items have been achieved:
    a. All closing documents, i.e., conservation easement, HUD statement, title commitment, subordination agreement if required, have been reviewed and approved by ADFPTF and NCDA&CS legal staff.
    b. All progress/budget reports and other administrative reports, such as monitoring, audit, etc., must be current with the ADFPTF. These reports include all current and previous grants associated with the Grantee using ADFPTF funding.
    c. The Grantee has followed the contractually-obligated work schedule as detailed in the grant contract. If Grantee fails to maintain contractual agreement between NCDA&CS and the Grantee, NCDA&CS ADFPTF shall consider additional measures to ensure Grantee follows department policies and contract procedures.
    d. The proposed conservation easement closing date shall be no less than 30 days before the contract end date. This timeline is set to eliminate the risk of losing grant funds due to the contract's expiration.
    e. All parties, including ADFPTF, Grantee, landowners, and all funding partners with a financial interest in the conservation easement, will confirm the closing date.
    f. An electronic check will be submitted to the closing attorney named in the grant contract, provided all required information provided by the Grantee is complete approved by ADFPTF and NCDA&CS legal staff.
    g. If a contract is determined to be at risk of not being completed, NCDA&CS may provide alternatives to reduce that risk, including revisions of the holdback provisions or the payment delivery options for services rendered by contractual arrangement.

8. The grantee shall also submit a final grant report. Included in the final report, the grantee shall provide an accounting of the final match claimed by the grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1)(1). Grant contract budgeting and payments shall hold back 10% on all line items until ADFPTF receives all required reports and documentation. The full ADFPTF easement funding allocated for easement purchase may be submitted at closing, provided the closing attorney holds the 10% in escrow until all recorded documents and reports have been received and approved by NCDA&CS. The final report and all invoices are due within 20 working days (28 calendar days) following closing and recording date of the conservation easement. If the grantee fails to provide the final report and required supporting documentation within the required documentation period, the grantee may not receive reimbursement and shall be considered ineligible for reimbursement.

9. Grantees may request lowering of the hold back percentage provided the following criteria have been provided:

a. An official request to the Commissioner of Agriculture with reasoning why the 10% hold back is an undue burden, and a proposed revised hold back percentage.
b. The Grantee has no record of infractions or late reports for ADFPTF within the last two years from the date of the revised hold back percentage request.
c. If an infraction or late report occurs during the contract period of the grant, the hold back percentage shall be reinstated at 10% or higher as a corrective measure.

10. If the Grantee has not provided all closing documents and progress/budget reports 30 days before the contract's end date, the Grantee may request an emergency contract extension of the grant to the Commissioner of Agriculture. This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. All other grant contract extension requests shall follow the protocols outlined in the NCDA&CS ADFPTF grant contract.

11. After recording the "Conservation Easement" in the Register of Deeds Office, the grantee shall annually notify the landowner and conduct a monitoring visit to the property to ensure that the easement agreement is being upheld. If structures are permitted under the easement, the grantee shall review plans and monitor construction for compliance with the plans. Grantee monitoring shall be completed in accordance with the Agency "Conservation Easement Monitoring Policy and Guidelines" and amendments thereto. The grantee shall electronically complete and submit to the Agency the "Grantee Monitoring Report – Perpetual or Term Easement" to report its annual monitoring findings. The "Grantee Monitoring Report – Perpetual or Term Easement" is accessed through a portal at www.ncadfp.org. The first "Grantee Monitoring Report – Perpetual or Term Easement" is due by December 31 of the following calendar year after the "Conservation Easement" recording, and annually thereafter.

12. The grantee shall complete all reports in a prescribed format, which shall be provided by the Agency. Reports and required documentation must be up-to-date for the grantee to receive payments.

13. All publicity and printed material regarding projects or activities supported in whole or in part by this shall contain the following language: "The project received support from the NCDA&CS ADFP Trust Fund." The NCDA&CS ADFP Trust Fund logo (digital versions of which can be downloaded from the Agency website at www.ncadfp.org) shall be displayed in all the grantee's publicity and printed materials relating to this grant.

14. The grantee will submit all reports and requested documents electronically unless instructed differently by Agency staff. Reports and documents may be submitted by email to ncadfp@ncagr.gov.

15. Noncompliance of grantee duties will result in an immediate suspension of existing Agency grant funding, and the grantee shall be ineligible for further Agency grants until

the noncompliance is corrected and the Agency has acknowledged the correction and the grantee is in good standing. The Agency shall use the following guidance in placing a grantee in noncompliance:

Classification	Grant Contract / Monitoring Status	Eligibility Status
Green	All budget, progress, and monitoring reports are on file and up to date. No incidents noted in the Suspension of Funding List or other department or state grant tracking reports.	No restrictions.
Yellow	There is a late budget, progress, or monitoring report in the previous reporting period. No incidents noted in the Suspension of Funding List or other department or state grant tracking reports.	All grant payments and proposed grant contracts frozen until reports are filed and approved. Review of proposed grant applications and requests may continue, but no grant contract may be offered.
Red	There are late budget, progress, or monitoring reports for two reporting periods. No incidents noted in the Suspension of Funding List or other department or state grant tracking reports.	All grant payments and proposed grant contracts frozen until reports are filed and approved. Review of proposed grant applications and requests are discontinued, and no grant contract may be offered.
Black	There are late budget, progress, or monitoring reports for three or more reporting periods or the grantee is found as noncompliant in the Suspension of Funding List or other department or state grant tracking reports.	All grant payments frozen. Grantee is not eligible for an ADFP Trust Fund grant application or contract.

16. The grant contract budget and project timeline are as attached:

Conservation Easement Budget Worksheet - Midyette Farm

Line Item	ADFP Trust Fund	90 Percent Maximum	Projected USDA NRCS ALE/RCPP Match	Projected Military Match	Projected Nonprofit Match	Projected Landowner Donation	Projected County Match	Projected Other Match	Totals
Appraisal						$ 6,000.00			$ 6,000.00
Attorney Fees	$ 5,900.00	$ 5,310.00							$ 5,900.00
Baseline Documentation Report	$ 4,200.00	$ 3,780.00							$ 4,200.00
Closing Costs (Recording Fee, Title Insurance)	$ 2,100.00	$ 1,890.00							$ 2,100.00
Easement Purchase	$ 104,661.00	$ 94,194.90	$ 209,322.00			$ 104,661.00			$ 418,644.00
Environmental Assessment / Audit	$ 3,500.00	$ 3,150.00							$ 3,500.00
Personnel / Administrative					$ 5,000.00				$ 5,000.00
Stewardship Endowment	$ 3,140.00	$ 2,826.00				$ 3,140.00			$ 6,280.00
Survey	$ 10,100.00	$ 9,090.00							$ 10,100.00
Travel					$ 1,000.00				$ 1,000.00
Totals	**$ 133,601.00**	**$ 120,240.90**	**$ 209,322.00**	**$ -**	**$ 6,000.00**	**$ 113,801.00**	**$ -**	**$ -**	$ 462,724.00

Easement Size (Acres)	263.000	Easement Size (Acres) 5 Percent Variance +/-	276.150	249.850

Line Item	ADFP Trust Fund Grant Expenditures	ADFP Trust Fund Grant Balance	Confirmed USDA NRCS ALE/RCPP Match	Confirmed Military Match	Confirmed Nonprofit Match	Confirmed Landowner Donation	Confirmed County Match	Confirmed Other Match	Totals
Appraisal									$ -
Attorney Fees		$ 5,900.00							$ -
Baseline Documentation Report		$ 4,200.00							$ -
Closing Costs (Recording Fee, Title Insurance)		$ 2,100.00							$ -
Easement Purchase		$ 104,661.00							$ 104,661.00
Environmental Assessment / Audit		$ 3,500.00							$ -
Personnel / Administrative									$ -
Stewardship Endowment		$ 3,140.00							$ -
Survey		$ 10,100.00							$ -
Travel									$ -
Totals	**$ -**	**$ 133,601.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 104,661.00**

Project Timeline - Midyette Farm

Quarter (Grant Year 1)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2021 - December 31, 2021	Personnel and Administrative Duties, Travel		$ 6,000.00	$ 6,000.00
January 1, 2022- March 31, 2022	Survey, Draft Easement Language, Baseline, Applicable Conservation and Forestry Plans, Environmental Audit, Preliminary Title Opinion and Policy	$ 17,800.00		$ 17,800.00
April 1, 2022 - June 30, 2022	Certified Appraisal, Set target date for easement closing		$ 6,000.00	$ 6,000.00
July 1, 2022 - September 30, 2022	Request Funds for closing, Preliminary HUD, Record Easement, Record Survey, Final Title Opinion and Policy, Final Payment Request, Legal Fees,	$ 115,801.00	$ 317,123.00	$ 432,924.00
Grant Year 1 Subtotals		$ 133,601.00	$ 329,123.00	$ 462,724.00

Quarter (Grant Year 2)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2022 - December 31, 2022				$ -
January 1, 2023- March 31, 2023				$ -
April 1, 2023 - June 30, 2023				$ -
July 1, 2023 - September 30, 2023				$ -
Grant Year 2 Subtotals		$ -	$ -	$ -
Entire Grant Period Totals		**$ 133,601.00**	**$ 329,123.00**	**$ 462,724.00**

1. The total surveyed acres referenced in the survey title block must be the same in the conservation easement and all documents on the easement deliverables list, including, but not limited to, the title policy, title opinion, environmental audit, certified development rights appraisal, conservation plan, forestry plan, baseline documentation report, conservation easement language, HUD statement, title commitment, and subordination agreement.

2. The total survey acres contained in the survey title block must be at least to the hundredth decimal point.

3. The minimum standards of specification to be observed in the practice of Land Surveying for Rural and Farmland surveys (Class C) in the State of North Carolina are: The linear error of closure shall not exceed one (1) foot per 5,000 feet of the perimeter of the tract of land (1:5,000).

   For special circumstances when a survey is needed that is not a Class C survey, the following minimum standards of specification are to be observed:

   a. Urban Land Surveys (Class A) – The linear error of closure shall not exceed one (1) foot per 10,000 feet of the perimeter of the tract of land (1:10,000).

   b. Suburban Land Surveys (Class B) – The linear error of closure shall not exceed one (1) foot per 7,500 feet of the perimeter of the tract of land (1:7,500).

4. All surveys shall be tied to the North Carolina State Plane Coordinate System NAD83(2011) Feet per the Standards of Practice for Land Surveying in North Carolina, Title 21 NCAC 56.1602(g) and Title 21 NCAC 56.1607, regardless if the property is not within 2,000 feet of a geodetic monument.

5. The survey must meet all current N.C. recording standards, pursuant to G.S. 47-30, and, if applicable, any recording standards for the county where the property is located.

6. The stated linear error of closure shall be computed by latitudes and departures, and the closure shall be stated before balancing.

7. A map shall be prepared of the tracts surveyed and shall be properly and accurately drawn, revealing all the information developed by and during the survey. The size of the map shall be such that all details can be shown clearly.

8. The certification to be shown on the map shall be in accordance with the example as set forth in the "Manual of Practice for Land Surveying in North Carolina."

9. The title block of each map shall contain the type of easement (ADFPTF, ALE, etc.), name of the landowner(s), location, date surveyed, a scale of the drawing, name, address, registration number and seal of the surveyor.

10. The North arrow shall be accurately positioned and designated as N.C. Grid north.

11. The total acres of land owned by the landowner(s) shall be indicated on the survey. The survey shall indicate where the easement area sits in relation to the entire tract owned by the landowner.

12. The total acres under the Conservation Easement shall be broken down as occurs for:

    a. Full easement acres under restrictions.

    b. Farmstead (area included in the easement for farm buildings, storage, shops, etc.)

    c. Residential Lots (up to three lots if elected by the landowner) are ADFP only easements – homesites, existing residences, etc. in the easement but limited restriction allowing residential living)

13. Property corners shall be adequately identified, marked, and labeled.

14. Two corners of the survey shall have N.C. Grid coordinates (using the current N.C. Grid datum at the time of survey) and be shown on the survey plat.

15. Clear markings of easement boundaries shall be indicated with dark or thicker lines, shading, etc., and clear points of a boundary line change.

16. Courses and distances of boundary lines and other lines shall be lettered neatly thereupon in feet and hundredths of a foot and in degrees, minutes, and seconds, if available.

17. The names of all adjoining owners or utilities bordering on or crossing the premises or tract, the names of the principal and adjoining streams, the names and numbers of roads and highways, easements, ingress and egress, ponds, lake boundaries, and other pertinent details shall be indicated, defined and located on the map if they are visible and cross or form a boundary of the property being surveyed. All control corners, coordinated markers, and permanent markers or monuments on adjoining properties shall be identified and located on the map.

18. Where a boundary of a tract is formed by a curved line, the actual survey data from the point of curvature of the curve to the point of tangency shall be shown on the face of the map. Where a boundary of a tract is formed by a creek or river, offset traverse shall be run and offset points shown on map with reference to boundary points in center of stream as called for in the deed.

19. All easements and encroachments on the property being surveyed shall be accurately located and clearly indicated on the map.

20. The surveyor shall furnish to the ADFPTF a written description for each tract surveyed.

21. The surveyor agrees to fully complete all the surveys herein set out and to furnish the ADFPTF an original copy of each survey together with a written description. Additionally, the surveyor agrees to provide, by e-mail, a DWG file or shapefile before payment is made. The digital file must be tied to the N.C. State Plane Coordinate System (NAD 83) Grid (georeferenced).

22. The AutoCAD or GIS shapefile should contain a polygon clearly identifying the Boundaries of the Conservation Easement. This requirement is an addition to any line work.

23. Legal access from the easement area to the state-maintained road must be shown on the survey.

24. The survey must show all access easements over and across the landowner's property to adjoining tracts. If the easement area is less than the landowner's entire tract of land, the survey must show access to the landowner's remaining parcel of land.

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Baseline Documentation Report Requirements and Checklist

Baseline documentation reports (BDRs) are important in establishing the condition and characteristics of the land parcel at the time of easement closing and serve as the basis for easement management and monitoring. BDRs also help document how the characteristics of the land support the purposes of the conservation easement and help to justify the expenditure of public funds.

BDRs include narrations, pictures, and maps to provide a complete understanding of a given parcel. It is recognized no two land parcels are the same, and there is an expected level of variation in the contents of BDRs. However, the following requirements, where applicable, are considered a minimum that should be found in all BDRs.

***Note:** *Maps required for each section are emphasized with italics.*

I. **Title Page:** Include the title of the easement as stated in the ADFP Trust Fund contract, (e.g., Rocky Ridge Farm Easement), ADFP Trust Fund tracking number, NCDA&CS contract number, date of the BDR and date of certification, and name, title, and affiliation of the BDR author(s).

II. **Table of Contents:** Include all section headers, maps, and photographic documentation, with page numbers.

III. **Purpose of the Conservation Easement:** Briefly summarize the purposes as found in the easement document.

IV. **Landowner Contact Information:** Names, addresses, email, and phone numbers, etc. of landowners. May also include names, email, and phone numbers of any land managers, gatekeepers, etc. as appropriate.

V. **Property Background:**

a. Include a paragraph summarizing the property, including the following information:

i. Total parcel acreage and easement acreage (if different).

ii. General location in the county.

iii. Inclusion in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable).

iv. History of the parcel, if available, including farming operation and land uses.

v. Current land uses.

vi. Environmental Audit (EA) or Environmental Site Assessment (ESA) in accordance with the N.C. ADFP Trust Fund Environmental Audit (EA)

Requirements and Checklist.

vii. Any other significant features identified by the grantee or landowner.

b. *Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including farmsteads and building envelopes, and legal access (ingress/egress) from a publicly maintained road. The features in the map must be tied to the N.C. State Plane Coordinate System (NAD 83) Grid (georeferenced).*

c. Location and Physical Setting – General description of the landscape and farming operations in the general area, including adjacent land.

   i. *Include imagery of area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).*

VI. **Impervious Surfaces and Existing Human Modifications:** List each permanent structure and other impervious surfaces, showing length/width measurement. Include a calculation of the total extent of impervious structures, the maximum allowable impervious surface area within the easement (2% of total acreage) converted to square feet and acres, and remaining allowable surface area within the easement converted to square feet and acres.

a. *Map with labels for all human modifications to the property with the following labeled:*

   i. *structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc. within the easement area.*

The following is an example of adequate documentation for impervious structures:

The farmstead envelope consists of several farm-related structures and the primary residence. The residence is a 1,970 square feet brick ranch. The creamery building has been restored from the original store building. Two open-sided barns are located within this area.

Photo points 1-7, 15-18, 33, 34. Modifications in this area include the following:

- Barns (2)
- Well (1)
- Creamery Building
- Residence
- Silage storage areas (2)
- Concrete Pad

The dimensions and approximate impervious surface for each of these areas are listed in the table below:

Impervious surface item	Photo point	Dimensions	Impervious surface (sq. ft.)	Impervious surface (acres)
Barn 1, storage shed	17	40' x 35'	1,400	0.032
Barn 2	18	12' x 24'	288	0.007
Well	1	10' x 6'	60	0.001
Creamer building	2	50' X 40'	2,000	0.046
Residence	34A		2,240	0.051
Silo storage areas	5	80' x 200'	16,000	0.367
Concrete pad	16	27' x 24'	648	0.015
Total			**22,636**	**0.519**

The easement allows for a maximum impervious surface area of 2% or 85,987.20 sq. ft. (1.97 acres). Based on the above approximations, a remaining 63,351.44 sq. ft. (1.45 acres) of impervious surface is allowed under the easement.

VII. Existing Land Use and Management:

a. Include the landowner's objectives for the management of the parcel and current agricultural practices.

b. Statements on the general condition and management of the following key areas:

i. Pasture and cropland – acreage and percent of land use in the easement (if applicable). Include a summary of the existing conservation plan and practices and the adequacy in achieving management goals.

1. Include a copy of the current USDA-NRCS or local Soil and Water Conservation District conservation plan (required for crop or pasture land).

ii. Forest and woodlands – acreage and percent of land use in the easement (if applicable). Include current forestry management plan and practices (e.g., managed for maximum timber production or let stand as a natural area for wildlife habitat).

1. Include a copy of the current forestry management plan developed by the NC Forest Service or a registered private forester (required for 20 or more acres of forestry).

iii. Other significant land uses – acreage and percent of land use in the easement of each (if applicable). Provide general descriptions of uses (e.g., irrigation pond, canals, etc.).

VIII. Land Parcel Topography and Soil Types:

a. **Topography:** Short paragraph summarizing the general topography of the easement area, highlighting any extremes.

i. Contour map (overlay of an aerial/satellite view, if possible) of the property, or the best available map showing the property's elevation profile.

b. **Soils:** The protection of the soil resource base and the sustainable production of food and fiber are essential purposes of conservation easements. Therefore, explaining the soil resources on the easement property is very important. The BDR should include a discussion of all soil types within the land parcel, including a description of each. All soil types and descriptions are available through USDA-NRCS. The following is provided as an example:

There are six soil units mapped on the parcel, as shown on the General Soils Map. Four of the six soils are classified as prime farmland or farmland of statewide importance.

The soil types are as follows: (Note: Only one soil type is shown as an example. All soils shown on the soils map should be listed.)

Georgeville silty clay loam, 2-6% slopes.

GeB2 — Georgeville silty clay loam, 2-6% slopes. Georgeville soils are very deep, well-drained, and moderately permeable. Parent material for the soil is weathered fine-grained metavolcanic rocks. It is a moderately eroded soil found on uplands with elevations ranging from 300-750 feet. It is a well-drained soil with moderate available water capacity. Georgeville is considered a prime farmland soil.

c. Utilize the following table format to list all soils found within the easement area:

Soil Type	Name	Acreage	% of Total	Prime or Statewide Importance? Y/N

i. *Accompanying USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels.*

IX. Descriptions of the Property's Natural Features:

a. **Forest/Woodland**: General description of forest types within the easement area (e.g., hardwood, pine, ornamental, etc.).

i. *Accompanying stand map or reference map with labeled stands (if applicable).*

b. **Aquatic Features:** List and description of all significant aquatic features (streams water bodies, wetlands, major waterways, etc.). Provide a brief narrative regarding how the easement positively impacts those features.

i. *Accompanying labeled aquatic map (overlay of an aerial/satellite view, if possible).*

c. **Wildlife and Natural Communities (*Optional*):** List and describe all wildlife habitat and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).

i. *Accompanying map of wildlife and natural communities.*

X. Archeological and Historical Features: List and description of all historical features of significance, including cemeteries (if applicable).

a. *Labeled map of archeological and historical features on the property (if applicable).*

XI. Photographic Documentation: Provide a photographic record of the protected property. This section must include photos that are easily replicable from roads, permanent features, or using GPS waypoints. Photographs are recommended to include timestamps and latitude and longitude.

a. Photographs must be taken at regular intervals along the property line that capture the property in its entirety, including photos from each property corner.

b. Photographs of each permanent structure within each building envelope or farmstead area.

c. If not included above, all other impervious surfaces in the easement.

d. Photographs of any other human modifications to the property (including roads, ditches, dams, etc.).

e. General landscape pictures that are representative of the easement area.

f. Photographic index with descriptions of each photo (photos must have descriptions next to them).

g. *Photographic documentation map with photos numbered. Include a compass direction to note the direction the photo was taken.*

XII. **Additional Maps:** Accompanying descriptions are optional:

a. *U.S. Geological Survey (USGS) U.S. Topo or 7.5-minute quadrangle topo map.*

b. *General hydrology map.*

XIII. **Signature Page (Acknowledgement of Property Condition Form):** Signatures of acknowledgment that the landowner(s) agree with the BDR and the condition of the property at the time the easement is placed on the property. A final review, with any applicable updates, of the BDR must be approved 30 business days before closing. **No edits are permitted within five (5) business days before closing.** The BDR must be signed at closing by an authorized signatory of the grantee organization and all landowners listed in the easement.

Baseline Documentation Report Checklist

Introduction and Contacts

	Title Page: Include the title of the easement as stated in the ADFP Trust Fund contract, (e.g., Rocky Ridge Farm Easement), ADFP Trust Fund tracking number, NCDA&CS contract number, date of the BDR and date of certification, and name, title, and affiliation of the BDR author(s).
	Table of Contents: Include all section headers, maps, and photographic documentation, with page numbers.
	Purpose of the Conservation Easement: Briefly summarize the purposes as found in the easement document.
	Landowner Contact Information: Names, addresses, email, and phone numbers, etc. of landowners. May also include names, email, and phone numbers of any land managers, gatekeepers, etc. as appropriate.

Property Background

	Total parcel acreage and easement acreage (if different).
	General location in the county.
	Inclusion in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable).
	History of the parcel, if available, including farming operation and land uses.
	Current land uses.
	Environmental Audit (EA) or Environmental Site Assessment (ESA) in accordance with the N.C. ADFP Trust Fund Environmental Audit (EA) Requirements and Checklist.
	Any other significant features identified by the grantee or landowner.
	Map: Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including farmsteads and building envelopes, and legal access (ingress/egress) from a publicly maintained road. The features in the map must be tied to the N.C. State Plane Coordinate System (NAD 83) Grid (georeferenced).
	Location and Physical Setting – General description of the landscape and farming operations in the general area, including adjacent land.
	Map: Imagery of area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).

Impervious Surfaces and Existing Human Modifications

	List of each permanent structure and other impervious surfaces, showing length/width measurement.
	Map: All human modifications to the property with the following labeled: structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc. within the easement area.

	Calculation of the total extent of impervious structures.
	Calculation of the maximum allowable impervious surface area within the easement (2% of total acreage) converted to square feet and acres.
	Calculation of the remaining allowable surface area within the easement converted to square feet and acres.

Existing Land Use and Management

	Landowner's objectives for the management of the parcel and current agricultural practices.
	Statement on the general condition and management of pasture and cropland. Include acreage and percent of land use in the easement (if applicable). Include a summary of the existing conservation plan and practices and the adequacy in achieving management goals.
	Include a copy of the current USDA-NRCS or local Soil and Water Conservation District conservation plan (required for crop or pasture land).
	Statement on the general condition and management of forest and woodlands. Include acreage and percent of land use in the easement (if applicable). Include current forestry management plan and practices (e.g., managed for maximum timber production or let stand as a natural area for wildlife habitat).
	Include a copy of the current forestry management plan developed by the NC Forest Service or a registered private forester (required for 20 or more acres of forestry).
	Statement on the general condition and management of other significant land uses. Include acreage and percent of land use in the easement of each (if applicable). Provide general descriptions of uses (e.g., irrigation pond, canals, etc.).

Land Parcel Topography and Soil Types

	A short paragraph summarizing the general topography of the easement area, highlighting any extremes.
	Map: Contour map (overlay of an aerial/satellite view, if possible) of the property, or the best available map showing the property's elevation profile.
	Discussion of all soil types within the land parcel, including a description of each.
	Table of all soils found within the easement area. Include soil type, name, acreage, percent of total soils in the easement, and designation as prime or statewide importance.
	Map: USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels that match figures in the table.

Description of the Property's Natural Features

	Optional: List and describe all wildlife habitat and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).
	Optional: Map: Wildlife and natural communities.

	General description of forest types within the easement area (e.g., hardwood, pine, ornamental, etc.).
	Map: Stand or reference map with labeled stands.
	List and description of all significant aquatic features (streams water bodies, wetlands, major waterways, etc.). Provide a brief narrative regarding how the easement positively impacts those features.
	Map: Aquatic map (overlay of an aerial/satellite view, if possible).

Archeological and Historical Features

	List and description of all historical features of significance, including cemeteries (if applicable).
	Map: Archeological and historical features on the property (if applicable).

Photographic Documentation

	All photos are easily replicable from roads, permanent features, or GPS waypoints. Photographs are recommended to include timestamps and latitude and longitude.
	Photographs at regular intervals along the property line that capture the property in its entirety, including photos from each property corner.
	Photographs of each permanent structure within each building envelope or farmstead area.
	All other impervious surfaces in the easement if not included above.
	Photographs of any other human modifications to the property (including roads, ditches, dams, etc.).
	General landscape pictures that are representative of the easement area.
	Photographic index with descriptions of each photo (photos must have descriptions next to them).
	Map: Documentation map with photos numbered. Include a compass direction to note the direction the photo was taken.

Additional Maps

	Map: USGS US Topo or 7.5-minute quadrangle topo map.
	Map: General hydrology map.

Signature Page

	A final review, with any applicable updates, of the BDR must be approved 30 business days before closing.
	No edits are permitted within five (5) business days before closing.
	Signature of authorized signatory of grantee organization at closing.
	Signature(s) of all landowners listed in the easement at closing.

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Environmental Audit (EA) Requirements and Checklist

An Environmental Audit (EA) or Environmental Site Assessment (ESA) identifies potential or existing environmental contamination liabilities. The analysis addresses both the underlying land as well as physical improvements to the property.

An EA is a stand alone document, and some required documents included in the EA will match other submitted materials in the survey, baseline documentation report, and title work.

An EA can be conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview, local soil and water conservation district staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview or equivalent, or with an environmental firm qualified to conduct Phase I Environmental Site Assessments.

For USDA NRCS Agricultural Land Easement (ALE) projects, only an EA conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview will be accepted.

Below are the requirements for an EA for a conservation easement project with the N.C. ADFP Trust Fund (ADFPTF):

1. Map of the Conservation Area associated with the EA that includes any land improvements or special land use features.
    a. Must match the map found in the baseline documentation report.

2. Documentation of land ownership associated with the EA, such as a property tax card, land deed, etc.
    a. Must match the preliminary title policy and preliminary attorney's signed title opinion.

3. Description of current land uses.
    a. Must match the uses found in the baseline documentation report.

4. Pictures of land area defined in the EA with the location of pictures identified on a map or survey. Please submit at least one picture for each different land use or land improvement placed on the land parcel.
    a. Must match the pictures found in the baseline documentation report.

5. Any implied and prevalent easement or ingress/egress use must be defined by picture and mapped.
    a. Must match the preliminary conservation easement survey.

6. Any trash, chemical or non-natural land use must be defined by picture and mapped.

7. An environmental opinion review of the land by the agency performing the EA.

8. Date of land parcel visit and site evaluation.

9. Name, signature, and date of the land investigator/reviewer.

10. A completed, dated, and signed Hazardous Materials Checklist and Landowner Interview or equivalent. Approved formats include the latest USDA NRCS versions. Attached is an example.

If on-site or off-site reviews find recognized environmental conditions that negatively impact the property, such as the presence petroleum products or hazardous substances in the subsurface of the site, and these findings necessitate further investigation of environmental conditions with a Phase II ESA or equivalent, the Grantee is required to conduct these assessments.

HAZARDOUS MATERIALS FIELD INSPECTION CHECKLIST

A. BACKGROUND INFORMATION

Clear Form

NRCS PROGRAM	LANDOWNER NAME	
PROPERTY ADDRESS		NUMBER OF ACRES
NEST APPLICATION NUMBER	COUNTY	STATE
FIELD INSPECTOR'S NAME & TITLE		DATE INSPECTED

B. INSTRUCTIONS:

- For each question, indicate if you find any evidence of past or present hazardous materials.
- For any suspected evidence found, display the location on the parcel map and attach photographic evidence as an addendum to this document.
- If you need more room to explain your findings attach additional sheets.
- When complete, attest that a field inspection has been completed and that to the best of your knowledge the information included is accurate.

C. Field Conditions:

	Onsite	Nearby	None
1. Dumps or landfills (especially with drums/containers)	☐	☐	☐
2. Other debris: household or farm waste	☐	☐	☐
3. Fills (possible cover for dumps)	☐	☐	☐
4. Unusual chemical odors	☐	☐	☐
5. Above/below ground storage tanks	☐	☐	☐
6. Buildings: chemical storage, equipment repair solvents	☐	☐	☐
7. Structures: evidence of asbestos	☐	☐	☐
8. Vegetation different from surrounding area for no apparent reason (e.g., stressed or dead, bare ground)	☐	☐	☐
9. "Sterile" or modified water bodies	☐	☐	☐
10. Oil seeps, stained ground, discolored stream banks	☐	☐	☐
11. Unnatural characteristics of water: oil slicks, unusual color, etc.	☐	☐	☐
12. Spray operation base: air strip, equipment parking area chemical staging, storage, and mixing areas	☐	☐	☐
13. Machinery repair areas	☐	☐	☐
14. Pipelines, power lines, gas lines	☐	☐	☐
15. Oiled or formerly oiled roads	☐	☐	☐
16. Mounted transformers - evidence of leakage	☐	☐	☐
17. Any mining activity or mining residue: past, present, or future	☐	☐	☐
18. Wastewater treatment equipment, septic system, sewage lagoons	☐	☐	☐

19. Treatment for vegetation or invasive species ☐ ☐ ☐

20. Spills or releases of pollution ☐ ☐ ☐

D. EVIDENCE OF PAST USE (check all that are applicable)

Manufacturing	☐	Scrap metal, auto, or battery recycling	☐
Service station	☐	Military	☐
Dry cleaning	☐	Laboratories	☐
Air Strip	☐	Wood preserving	☐
Pipeline	☐	Tanning	☐
Railroad line	☐	Monitoring wells	☐
Facilities with large electrical transformers	☐	Wells no longer providing water	☐
Petroleum production	☐	Piles of soil, rock, debris	☐
Landfills	☐	Any unnatural topographic features	☐

Other (describe) _____

E. PHYSICAL EVIDENCE OF EASEMENTS OR RIGHTS-OF-WAY (power lines, pipelines, railroads, roads)

F. NEARBY LAND USES: (describe all surrounding land uses – especially those upstream or upgradient)

G. CONTAMINATED SITES RECORD SEARCH:
List all known contaminant sites within a 1-mile radius of the site. Check with Federal or State environmental protection agencies and local authorities. Are there any known hazardous material problems on or near the site (National Priority List, State sites, etc.)? *(Attach additional sheets as necessary)*

H. INTERVIEWS: (Interviewee Name) (Title) (Interview Date)

Present Owner(s) _____

Past Owner(s) _____

County Agent _____

Other Authorities _____

I. AGRICULTURAL HISTORY:

Type, Duration and Extent of Agricultural Activity:

Surface Drains Present ☐ PRESENT ☐ NOT PRESENT

Subsurface Drains Present ☐ PRESENT ☐ NOT PRESENT

J. RECOMMENDATION:

In my professional opinion and based on my inspection of the site this project should move forward:

☐ YES ☐ NO ☐ FURTHER INVESTIGATION NEEDED

K. CERTIFICATION:

I hereby certify that on_____, 20_____I made a personal examination and inspection of the tract or parcel of land identified above, and that I am fully informed as to the boundaries, lines and corners of said tract. Based upon a careful and thorough investigation and inquiry I hereby certify that the *Hazardous Materials Field Inspection Checklist* and the attachments are true to the best of my knowledge and belief.

EXAMINER (Name and Signature)	OFFICIAL TITLE

HAZARDOUS MATERIALS LANDOWNER INTERVIEW

A. Property Information

NRCS PROGRAM	LANDOWNER NAME	
PROPERTY ADDRESS		NUMBER OF ACRES
NEST APPLICATION NUMBER	COUNTY	STATE

Interview Information

INTERVIEWER NAME	INTERVIEW DATE
INTERVIEWEE NAME	INTERVIEWEE PHONE NO.
AFFILIATION WITH PROPERTY (e.g., Owner, Operator, Caretaker, Previous Owner, Tenant, Neighbor)	TIME FRAME OF AFFILITION (YRs & MOs)

"To the Best of Your Knowledge..."

A. Property Uses

1. Do you have or know of the existence of any of the following records related to the property? *(If yes, please provide copies or make them available.)*	Yes	No	Copy Attached	No Copy Available
a. Radon, asbestos, or lead-based paint surveys				
b. Environmental compliance audit reports				
c. Environmental permits related to current or previous site activities (e.g., waste disposal permits, wastewater permits, NPDES permits)				
d. Registrations for underground and above-ground storage tanks.				
e. Hazardous materials management plans (Emergency Planning and Community Right-To-Know Act (EPCRA))				
f. Facility safety plans				
g. Preparedness and prevention plans				
h. Spill prevention, control, and countermeasure (SPCC) plans				
i. Hydrogeologic and geotechnical reports on the property or surrounding area				
j. Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the property				
k. Notices or other correspondence from any government agency relating to environmental liens encumbering the property				
l. Hazardous waste generator notices or reports				
m. Risk assessments				
n. Recorded deed or environmental land use restrictions				
o. Other environmental studies or investigations				

2. Has the property ever been used for an industrial or commercial use (e.g., official and unofficial shooting ranges; processing, handling, management, disposal, storage, manufacture, or transportation of hazardous substances or petroleum products, such as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photographic developing laboratory, methamphetamine laboratory, junkyard, bone yard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility). If yes, describe the activities and provide the time frames, types, locations, and quantities of hazardous substance use and storage.
Yes □ No □ Unknown □

3. Has there ever been permitted or planned mining activity or oil and gas exploration or development on the property? If yes, describe the activities and provide the time frames, locations, and scope of operations.
Yes □ No □ Unknown □

4. Has the property ever been used for agricultural purposes, such as livestock or crops? If yes, describe the operations and indicate the locations and time frames involved. Yes □ No □ Unknown □

   a. If yes, did the operation involve the use or storage of chemicals such as pesticides, fertilizers, and or solvents? If yes, describe and provide locations and the type, quantity, duration of use, and management practices. Yes □ No □ Unknown □

5. Are there, or have there been, any improvements, such as buildings, water towers, smokestacks, smelters, and old building foundations on the property? If yes, describe each improvement, including construction date for each improvement; location on the property; square footage; past and current uses; dates of major renovations, additions, modifications; number of stories; type of construction; heating and cooling sources; water sources; sewage, solid and hazardous waste disposal; and removal date (if applicable).
Yes □ No □ Unknown □

B. Hazardous Materials and Substances

1. Do the **current** operations on the property involve the use and storage of chemicals? If yes, please describe the operations and indicate the locations, types, and quantities of materials used. Describe locations of chemical storage, mixing, and loading. Discuss any use, storage, mixing, or disposal of automotive or other batteries, pesticides (e.g., insecticides, herbicides, and fungicides), paints, solvents, or other chemicals on fence lines, rights-of-way, or other structures such as airstrips, heliports, or crop duster operations.
Yes □ No □ Unknown □

   a) If yes, has there been a spill or release of hazardous substances, petroleum products, or other potential environmental problems on the property associated with **current** operations? If yes, describe the nature and locations of the release and the quantities and types of hazardous substances. This

includes staining or soils and floors in areas utilized for the use and storage of hazardous materials.
Yes □ No □ Unknown □

b) If there had been a spill or release of hazardous substances or petroleum products, did someone report the incident to the National Response Center or a local or State emergency response authority? If yes, identify the agency.
Yes □ No □ N/A □ Unknown □

c) If a spill or release of hazardous substances or petroleum products has occurred, has the release been mitigated? If yes, describe the mitigation, identify the lead regulatory agency that oversaw the mitigation and indicate if the lead regulatory agency issued a no-further action (NFA) determination.
Yes □ No □ N/A □ Unknown □

d) If remediation is completed, does the property have contamination or residual contamination? If yes, are there any institutional controls or land use restrictions in place or long-term monitoring and maintenance requirements?
Yes □ No □ N/A □ Unknown □

2. Are there any **past operations** at the property that involved the use or storage of hazardous materials and substances? If yes, describe the operations and the locations, types, and quantities of materials.
Yes □ No □ Unknown □

a) If yes, has there been a spill or release of hazardous substances, petroleum products, or other potential environmental problems on the property associated with **past** operations or tenants? If yes, describe the nature and locations of the release and the quantities and types of hazardous substances.
Yes □ No □ N/A □ Unknown □

b) If a spill or release of hazardous substances or petroleum products had occurred, was it reported to the National Response Center or a local or State emergency response authority? If yes, identify the agency.
Yes □ No □ N/A □ Unknown □

c) If a release of hazardous substances or petroleum products had occurred, was the release mitigated? If yes, describe the mitigation, identify the regulatory agency that oversaw the mitigation and indicate if the lead regulatory agency issued a no-further action (NFA) determination.
Yes □ No □ N/A □ Unknown □

d) If remediation is completed, does the property now have contamination or residual contamination present? If yes, are there any institutional controls or land use restrictions in place or long-term monitoring and maintenance requirements? Yes □ No □ N/A □ Unknown □

3. Have there ever been any easements, rights-of-way, pipelines, utility lines, railways, entry or exit ports and associated structures, either buried or overhead, crossing the property? If yes, please describe and indicate the locations, approximate construction date, and the owner's identity. Yes □ No □ Unknown □

a) If yes, are you aware of any spills or releases associated with these features? If yes, please describe the spills and releases and indicate the date, type, and quantities of materials involved. Yes □ No □ Unknown □

b) If a spill or release has occurred, are you aware if the release has been mitigated? If yes, who did the mitigation and what regulatory agency oversaw the mitigation? If known, indicate whether the lead regulatory agency issued a no-further action (NFA) determination. Yes □ No □ N/A □ Unknown □

c) If remediation is completed, are you aware if there the property still has contamination or residual contamination? If yes, are there any institutional controls or land use restrictions in place or long-term monitoring and maintenance requirements? Yes □ No □ N/A □ Unknown □

4. Are you aware if the property's topography has been altered or if the property has any unnatural topographic features present? If yes, please describe the topographic alterations or unnatural features. Indicate their locations on the property and, if known, when the alterations occurred and by whom. Yes □ No □ Unknown □

5. Has fill material ever been brought onto the property that originated from a contaminated site or that was of an unknown origin? If yes, describe the date and quantity of material brought to the property, indicate the location where the material was placed. Yes □ No □ Unknown □

a) If fill material came from a contaminated site, identify the fill's origin and describe the contamination.

b) Is there any evidence that waste materials were dumped above grade, buried, or burned, either currently or previously, on the property? Examples include hazardous materials, petroleum products, labeled or unlabeled drums or containers, pesticide containers, household and farm debris, automotive

or industrial batteries, building demolition debris, or other waste materials. Yes □ No □ Unknown □

6. Are there any floor drains in the onsite structures or areas where chemicals (e.g., waste oil, antifreeze, solvents, and pesticides) were used or stored? If yes, indicate the locations of the structures and the types, quantities, and time frames related to the associated chemical use or storage. For each area or structure, also indicate the discharge location for the floor drains. Yes □ No □ Unknown □

7. Do the walls, floors, or ceilings of the structures used to store hazardous materials have any chemical stains? If yes, indicate the areas in each structure that has chemical staining. Yes □ No □ Unknown □

8. Are there or have there been any floors, drains, walls, or ceilings stained by substances other than water or that are emitting foul or unnatural odors (e.g., mold, mildew, algae)? If yes, describe the locations and the nature of the past and current site operations. Yes □ No □ Unknown □

9. Are there electrical transmission lines, transformers, capacitors, lighting ballast, or hydraulic equipment (e.g., elevators, presses, lifts, or doors) on the property? If yes, identify the locations and approximate age of the equipment. Yes □ No □ Unknown □

   a) If the site has electrical transmission lines, transformers, capacitors, lighting ballast, or hydraulic equipment, has testing been done to determine the presence of polychlorinated biphenyls (PCBs) or has any onsite equipment contained PCBs? If yes, indicate the locations, type of equipment, and dates. Yes □ No □ Unknown □

   b) If the site has or had PCBs, are you aware of any release of PCBs that have occurred? If yes, describe the release and indicate the date, locations and whether the release was mitigated. Yes □ No □ N/A □ Unknown □

10. Has there ever been any mercury-containing equipment (e.g., switches, thermostats, thermometers, manometers, or sink traps) on the property? If yes, indicate the locations and type of equipment and dates. Yes □ No □ Unknown □

11. Are you aware of any radon, asbestos-containing materials, or lead-based paint on the property? If yes, indicate the type, locations and dates. Yes □ No □ Unknown □

a) If yes, has anyone done any radon, asbestos-containing materials, or lead-based paint surveys on the property? If yes, indicate whether radon, asbestos-containing materials, or lead-based paint has been identified in any onsite buildings. Identify the dates of the surveys, the structures, the results, and condition of the materials. Yes □ No □ Unknown □

12. Is there current or past use of above-ground or underground storage tanks, including drums or other fuel containers, on the property? If yes, identify the tanks locations, installation dates, and the types and quantities of materials stored. If the tanks were removed, indicate the removal date and whether the lead regulatory agency issued a closure certification notice. Yes □ No □ Unknown □

a) If above-ground or underground storage tanks are or were used on the property, was there ever a spill or release of hazardous substances associated with the tank system? If yes, indicate the date and nature of the spill or release. Yes □ No □ Unknown □

b) If a spill or release has occurred related to an onsite tank system, was it mitigated to the satisfaction of the lead regulatory agency? If no, describe further actions that must be undertaken to address the spill or release. Yes □ No □ N/A □ Unknown □

13. Are you aware of any hazardous substance or pollutant or contaminant spill or release, or other potential environmental problems on any **adjacent or nearby properties**? If yes, please describe (if known) the locations of the release, the type and quantities of materials involved, and the approximate dates. If known, also indicate the owner of the property where the release occurred. Yes □ No □ Unknown □

a) If there was a release of hazardous substances, petroleum products on any **adjacent or nearby properties** are you aware if the release was mitigated? Yes □ No □ N/A □ Unknown □

b) Are you aware of contamination or residual contamination on **adjacent or nearby properties** that poses a threat or may pose a future threat to the property? If yes, describe the threat or potential threat. Yes □ No □ Unknown □

c) Are you aware of any institutional controls, land use restrictions, long-term monitoring, or maintenance requirements in place on **adjacent or nearby properties** that affect the property? If yes, please describe and identify the adjacent or nearby property and the property owner. Yes □ No □ N/A □ Unknown □

C. Water and Wastewater

1. Does the property currently or has it ever been supplied by an onsite drinking water supply well? If yes, provide the well locations and construction dates. Yes □ No □ Unknown □

   a) Have contaminants ever been identified in the onsite drinking water well or the water system that exceeded acceptable levels? If yes, describe the contamination and indicate the dates, contaminant levels and the source of the contamination, if known. Yes □ No □ N/A □ Unknown □

   b) If an onsite drinking water well is no longer used, has it been properly abandoned according to applicable regulatory requirements? If yes, indicate the date the well was abandoned. Yes □ No □ N/A □ Unknown □

2. Has the property ever had an onsite wastewater treatment and disposal systems (e.g., septic systems or sewage lagoons). If yes, please describe of the system, including the locations, size, date constructed, and which buildings discharge to the system. Yes □ No □ Unknown □

   a) If the onsite wastewater treatment and disposal system is no longer used, has it been closed? If yes, describe method of closure and date closed. Yes □ No □ N/A □ Unknown □

3. Does the property have any monitoring wells? If yes, explain the purpose of the wells and provide the locations, dates of construction, and any analytical results. Yes □ No □ Unknown □

   a) If the monitoring wells are no longer used, were they properly abandoned according to applicable regulatory requirements? If yes, indicate the date the well was abandoned. Yes □ No □ N/A □ Unknown □

4. Does the property have surface water (e.g., pits, ponds, lagoons, rivers, creeks, or oceans)? If yes, describe the locations and type of surface water. Yes □ No □ Unknown □

   a) If the property has surface water, are you aware of any unnatural characteristics such as color, sheens, odors, or sterility? If yes, please describe and indicate whether the situation is new or pre-existing. Yes □ No □ N/A □Unknown □

5. Has the property ever discharged industrial or other wastewater (excluding storm water runoff or sanitary wastewater discharges from restrooms, kitchens, or other household-type uses) onto or adjacent to the property? If yes, describe the discharge and indicate the locations and dates. Yes □ No □ Unknown □

_____

_____

D. Compliance/Permits

1. Have there been any environmental permits or licenses issued for current or past operations associated with the property (e.g., air quality, water discharge, or landfills)? If yes, describe the permitted operations, indicate the permitting agency, date the permit was issued, and whether the permit is still effective.
Yes □ No □ Unknown □

_____

_____

2. Are you aware of any environmental liens against the property that were filed or recorded under Federal, Tribal, State or local law? If yes, describe the lien and indicate the date and effect on the current and future use of the property. Yes □ No □ Unknown □

_____

_____

3. Are you aware of any activity and land use limitations that are in place on the property or that were filed or recorded under Federal, Tribal, State or local environmental laws? If yes, describe the land use restrictions, identify the party that issued the restrictions and the date. Yes □ No □ Unknown □

_____

_____

4. Are you aware of any compliance or enforcement notices relating to past or current violations of environmental laws with respect to the property or any facility on the property? If yes, describe the violations and the dates involved. Yes □ No □ Unknown □

_____

_____

5. Are you aware if any environmental site assessment, or other environmental investigations, of the property, or any other property or site records ever indicated the presence of hazardous substances, petroleum products, or other potential environmental problems on the property? If yes, describe the report and findings.
Yes □ No □ Unknown □

_____

_____

6. Are you aware of any environmental site assessment, or other environmental investigations, of the property, or any other property or site records that recommended further assessment of the property? If yes, identify the report and indicate if the further assessment was done. Yes □ No □ Unknown □

_____

_____

7. Are you aware of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substances or petroleum products on the real property? If yes, describe the action and identify the party that is initiating the action. Yes □ No □ Unknown □

_____

_____

E. Other

1. Are you aware any past or current occurrences of anomalous vegetation (e.g., stressed or dead) on the property? If yes, indicate the locations and approximate dates. Yes □ No □ Unknown □

2. Are you aware of the presence of invasive or non-native plants on the property? If yes, please indicate the locations and names (e.g., kudzu, *Phragmites*, cheatgrass), if known, and approximate area covered by the plants. Yes □ No □ Unknown □

   a) If yes, has there been any attempt to remove or eradicate the invasive species? If yes, explain what was attempted and if it was successful? Yes □ No □ Unknown □

   b) Have any vegetative control programs (e.g., along transmission lines, fence lines, rights-of-ways, or pipelines) been done on the property? If yes, describe the program and types of activities. Yes □ No □ Unknown □

3. If not mentioned above, is there anything else that could indicate the presence of hazardous substances, petroleum products or other environmental conditions that may affect the property? Yes □ No □ Unknown □

INTERVIEWEE SIGNATURE:

INTERVIEWEE SIGNATURE	
INTERVIEWEE NAME	DATE

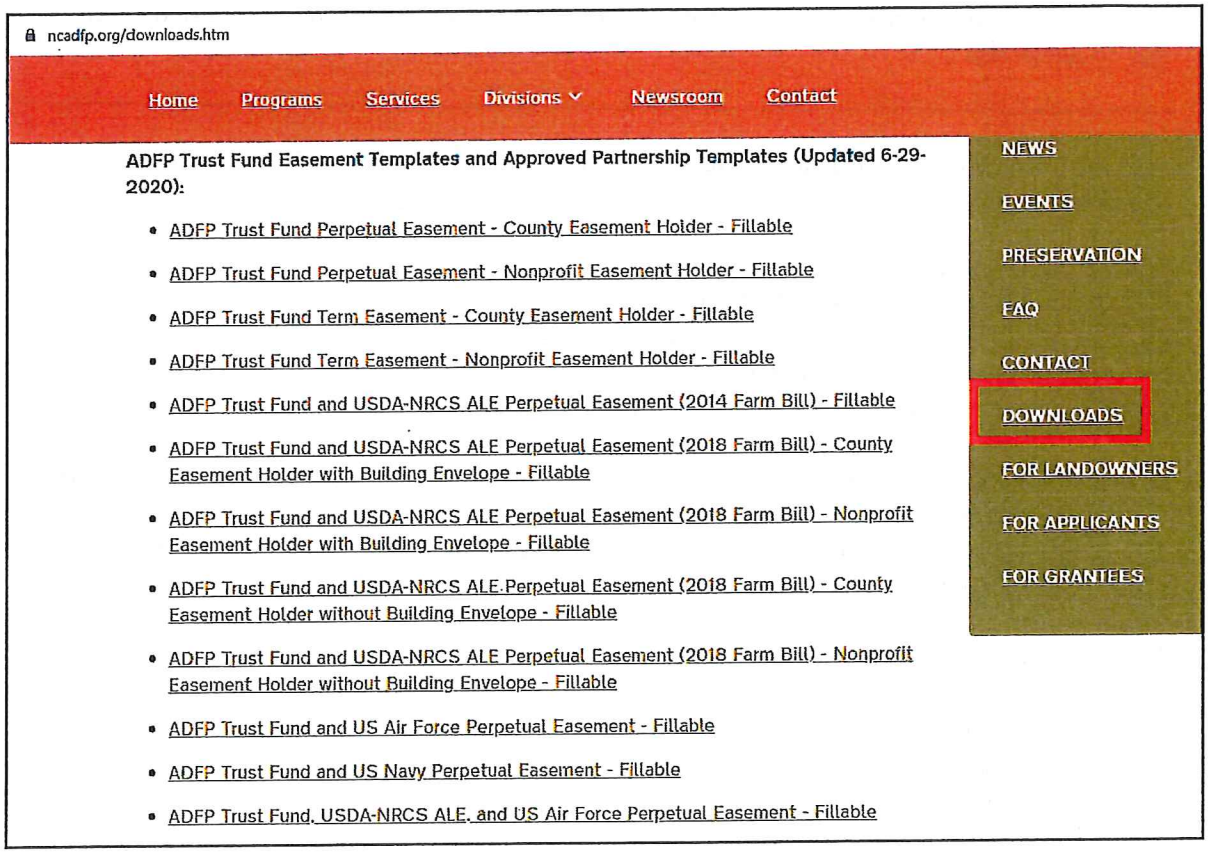
INTERVIEWER SIGNATURE:

INTERVIEWER SIGNATURE	OFFICIAL TITLE
INTERVIEWER NAME	DATE

Conservation Easement Content

Please visit our website to view and download the current version of the appropriate conservation easement template for this project. Please ensure you use the most recent version of the appropriate template.

1. Go to www.ncadfp.org
2. Click on the Downloads tab
3. Click on the appropriate template to download the most recent version



N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Closing Agent Requirements for Easement Programs

***Grantees**: The Closing Agent **must** complete the Closing Agent Requirements for Easement Programs Form, State of North Carolina Substitute W-9 Form, and State of North Carolina Vendor Electronic Payment Form.*

*If a Grantee does not have a Closing Agent at the time of grant award contract execution, the future Closing Agent **must** complete the Closing Agent Requirements for Easement Programs Form, State of North Carolina Substitute W-9 Form, and State of North Carolina Vendor Electronic Payment Form at least **60 days** prior to a tentative conservation easement closing date.*

Due to the vendor registration requirements of the Office of State Controller, there are no exceptions to this 60-day policy.

N.C. Agricultural Development and Farmland Preservation Trust Fund (NCADFPTF) Easement Program (check only one):

☐ NCADFPTF Easement
☐ NCADFPTF and USDA-NRCS ALE Easement
☐ NCADFPTF and US Air Force Easement
☐ NCADFPTF and US Navy Easement
☐ NCADFPTF, USDA-NRCS ALE, and US Air Force Easement

- For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:
N.C. Dept. of Agriculture & Consumer Services
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below)**:**

_____

_____

_____, _____ _____

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Closing Agent Requirements for Easement Programs

Eligible Entity/Grantee (name & address below):

_____

_____

_____, _____ _____

The closing agent must:

1. Acknowledge that he or she has up-to-date knowledge of the General Statutes of North Carolina pertaining to conducting real estate transactions and obtaining title clearance.

2. Certify that he or she is an attorney duly licensed to practice law in the State of North Carolina.

3. Certify that the title insurance company issuing the title commitment and final policy of title insurance is approved by the North Carolina Insurance Commissioner.

4. Provide all Parties evidence of liability insurance coverage or indemnification in an amount equal to or greater than the easement purchase value paid from State Funds for each NCADFPTF easement. Further, closing agent agrees to provide reimbursement to NCAD&CS for any loss of State funds caused by errors, omissions, fraud, dishonest, negligence, or failure by the attorneys, agents or closing agent employees to comply with written closing instructions.
    a. The American Land Title Association (ALTA) closing protection letter revised 4/2/2014 is satisfactory to meet this condition of responsibility.

5. Certify that he or she will not close on an easement purchase for his or her spouse, children, partners, or business associates, and that he or she does not have a financial interest in the real estate to be covered by the proposed easement.

6. Upon approval of the Grantee's submission of a Request for Payment form and an Easement Closing Check Request form, the NCADFPTF will submit the required documentation to the Grants and Contracts office to transmit the NCADFPTF portion of the purchase price for the acquisition (i.e.; State funds). The Request for Payment form, Easement Closing Check Request form, and all required documents must be submitted in one complete package to the NCADFPTF no later than 30 days before the proposed closing dates. The funds will be sent by electronic fund transfer (EFT) to closing agent's escrow account.
    a. Errors in the Grantee's forms and documents, or outdated State of North Carolina Substitute W-9 Form and State of North Carolina Vendor Electronic Payment Form for the Grantee or Closing Agent may cause delays in the EFT.

7. Agree to close the easement transaction within 30 calendar days of receipt of the State funds.

8. Acknowledge that costs to clear title defects are the responsibility of the landowner.

9. Return the easement funds and any accrued interest in accordance with NCADFPTF instructions if the conservation easement is not closed within 30 calendar days of receipt of the State funds.

10. Certify that he or she will:
    a. Examine the real estate records and certify title for a period of at least sixty years.
    b. Immediately prior to closing, examine the real estate records covering the time from the effective date of the title commitment to the date of closing to determine that no new encumbrances have been recorded against the subject property, no adverse change in title has occurred and that there are not intervening matters affecting the title that might result in a new title exception on the policy. Notify NCADFPTF of any such changes or matters that are discovered, and delay the closing, the recording of the deed, and the disbursement of funds pending consultation with NCDAFPTF.
    c. Obtain the property executed conservation easement deed from the landowner and any other required signatory parties.
    d. Comply with any listed title commitment requirements.
    e. Obtain and record as instructed the properly executed curative documents for any items required to be removed, released, subordinated, waived, or otherwise handled as required by the title commitment or proforma policy and closing instructions.
    f. Secure the policy of title insurance referred to below.
    g. Ensure all taxes, homeowners' assessments, etc. are current as of the date the conservation easement deed is recorded.
    h. Record the conservation easement deed within 2 business days of execution.
    i. Complete Internal Review Service (IRS) tax reporting Form 1099 for the full easement compensation amount, as identified in the conservation easement deed.

11. Immediately following closing, issue policies of title insurance free and clear of any and all encumbrances (exceptions) to the title except those that NCADFPTF, have determined to be acceptable. ***See attached NCDAFPTF title requirements.***

12. Certify that the following package will be delivered within five (5) business days of receipt of recorded documents form the local land records office to NCADFPTF:
    a. Policy of title insurance (original and one copy) on the appropriate form.
    b. Recorder's certified copy of the recorded conservation easement deed and a recording receipt.
    c. Recorder's certified copies of any curative documents, including subordination agreements.
    d. Original and one copy of executed settlement statements.
    e. Record of disbursement of funds to the landowner.

13. Acknowledge receipt and agree to comply with the terms of these requirements by promptly signing and returning a signed copy of these closing agent requirements to NCADFPTF.

14. Provide a complete State of North Carolina Substitute W-9 Form and State of North Carolina Vendor Electronic Payment Form with this document.
    a. Per the Office of State Controller, the State of North Carolina Substitute W-9 Form and State of North Carolina Vendor Electronic Payment Form must be dated within one year prior to transmitting funds to the closing agent's escrow account. Updated forms must be submitted before requesting funds.

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Closing Agent Requirements for Easement Programs

By signing this "Closing Agent Requirements for Easement Programs", I am certifying that I meet the requirements set forth herein, which ensure that the State funds received for the purchase of the subject easement are handled in a manner that protects the interest of the State of North Carolina.

Signature of Closing Agent _____ Date _____

Name of Closing Agent

By signing this "Closing Agent Requirements for Easement Programs", I concur with the closing agent's qualifications.

Signature of Grantee Representative _____ Date _____

Name and Title of Grantee Representative

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Closing Agent Requirements for Easement Programs

NCADFPTF Title Insurance Requirements

Landowner:

Contract No.:

Title Company:

Title Commitment No.:

Title Commitment Date:

1. All Requirements listed in Schedule B – Part I of the title commitment must be met.

2. All taxes, homeowner assessments, etc. must be paid to the date the Agricultural Land Easement is recorded.

3. Exception 6 must be revised "Terms and conditions of those restrictions, conditions and obligations as set forth in instrument recorded in Book _____, Page _____, _____ County Registry that limit and/or restrict the rights of the Grantee."

4. All other Exceptions listed in Schedule B – Part II are acceptable.

Office of the State Controller
Return to: OSC Support Services Center
Address: 1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov
Telephone: 919-707-0795

Vendor Electronic Payment Form

☐ New Add Request
☐ Change/Update Existing Account
☐ Inactivate Existing Account

***Denotes a required field**

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

We require you to submit a copy of a voided check, bank statement, or a bank authorization letter on bank letterhead signed by a bank representative for account verification.

***TAX ID # or SSN**

***PAYEE NAME**

***REMITTANCE ADDRESS**
(AS PRINTED ON YOUR INVOICE)

STREET | SUITE/ROOM #

CITY | STATE | ZIP CODE

***CONTACT**

NAME & TITLE | PHONE NUMBER

NEW FINANCIAL INFORMATION

***FINANCIAL INSTITUTION NAME:**	
***NAME ON ACCOUNT:**	
***NEW ROUTING NUMBER:**	
***NEW ACCOUNT NUMBER:**	
***ACCT TYPE:**	☐ Checking ☐ Savings
***REMIT E-MAIL ADDRESS**	

New add requests MUST include contact information for the state agency with which you are doing business.

***North Carolina Agency Name:**	***North Carolina Agency Contact Name:**
***North Carolina Agency Contact Email Address:**	***North Carolina Agency Contact Phone Number:**

PRIOR FINANCIAL INFORMATION (only required for updates)

FINANCIAL INSTITUTION NAME:	
NAME ON ACCOUNT:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	
ACCT TYPE:	☐ Checking ☐ Savings
REMIT E-MAIL ADDRESS	

*	**ALL BOXES BELOW MUST BE REVIEWED AND CHECKED**
☐	I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account.
☐	I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the vendor, cancel it in writing or the authority is terminated by the NC Office of the State Controller.
☐	I have attached a copy of a **current** voided check, current bank statement, or a bank authorization letter on bank letterhead signed by a bank representative.

***PRINT NAME:**	***DATE:**
***SIGNATURE:**	***PHONE NUMBER:**

Instructions

*** Denotes a required field on the form**

1. *Check the appropriate box at the top of the form:

   - New Add Request – Vendor would like to begin receiving payments via ACH.
   - Change/Update Existing Account – Vendor's account number, routing number, or remittance email address has changed.
   - Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.

2. *Enter the vendor's Tax Identification Number or Social Security Number.

3. *Enter the Payee Name – The name of the person or business receiving payment.

4. *Enter the vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.

5. *Enter the vendor's contact name, title, and phone number.

6. *Enter the vendor's financial information:

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

7. *For a **new add request only**, provide the following:

   - North Carolina State Agency Name – The state agency the vendor is doing business with.
   - North Carolina State Agency Contact Name – The vendor's contact person name at the state agency.
   - North Carolina State Agency Contact Email Address – The contact person's email address at the state agency.
   - North Carolina State Agency Contact Phone Number – The contact person's phone number at the state agency.

   NOTE: New add requests MUST include contact information for the state agency with which you are doing business.

8. Prior Financial Information – this is required if the vendor's bank account, routing number, or remittance email address has changed.

   - Financial Institution Name – Name of the prior financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the prior financial institution.
   - Account Number – The bank account number where the funds were being deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices were being sent.

9. *Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed.**

10. *Print Name – Print the name of the authorized signee on the form.
    *Date – Date of signature.
    *Signature – The authorized signee's signature.
    *Phone Number – The authorized signee's phone number.

Return to: OSC Support Services Center
Address:
1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov

Please allow up to 30 days for processing.

REV 01/2019

NC Office of the State Controller
(IRS Form W-9 will not be accepted in lieu of this form)
*Denotes a Required Field

STATE OF NORTH CAROLINA
SUBSTITUTE W-9 FORM
Request for Taxpayer Identification Number

Section 1 – Taxpayer Identification

*1. ☐ Social Security Number (SSN),
OR
☐ Employer Identification Number (EIN),
OR
☐ Individual Taxpayer Identification Number (ITIN)

*2.

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.

*4. Legal Name (as shown on your income tax return):

3. Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Contact Information

*6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD)	7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)
*Address Line 1:	Address Line 1:
Address Line 2:	Address Line 2:
*City *State *Zip (9 digit)	City State Zip (9 digit)
*County	County

*8. Contact Name:	
*9. Phone Number:	
10. Fax Number:	
11. Email Address:	

*12. Entity Type

☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation

☐ Partnership ☐ Trust/Estate ☐ Other_____

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

*13. Entity Classification

☐ Medical Services
☐ Legal/Attorney Services
☐ NC Local Govt
☐ Federal Govt
☐ NC State Agency
☐ Other Govt
☐ Other (specify)

14. Exemptions (see instructions)

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/):

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:		* Date:	

Please complete the "Modification to Existing Vendor Records" section below if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

NC Office of the State Controller *Denotes a Required Field This form is to be completed by the vendor.	**STATE OF NORTH CAROLINA** **SUBSTITUTE W-9 FORM** **Modification to Existing Vendor Records**	

This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

Section 1:

CHANGE FROM: Remittance Address		
***Address Line 1:**		
Address Line 2:		
***City**	***State**	***Zip (9 digit)**
***County**		

CHANGE TO: Remittance Address		
***Address Line 1:**		
Address Line 2:		
***City**	***State**	***Zip (9 digit)**
***County**		

NOTE: If you would like to receive your payments electronically, please complete the Vendor Electronic Payment Form

Section 2:

* **CHANGE FROM: SSN, or EIN, or ITIN**	* **CHANGE TO: SSN, or EIN, or ITIN**
(PRESS THE TAB KEY TO ENTER EACH NUMBER)	**(PRESS THE TAB KEY TO ENTER EACH NUMBER)**

Section 3:

CHANGE FROM: Vendor Name	**CHANGE TO: Vendor Name**
***Legal Name:**	***Legal Name:**
Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	**Business Name/DBA/Disregarded Entity Name, if different from Legal Name:**

***Printed Name:**		***Printed Title:**	
***Authorized U.S. Signature:**		* **Date:**	

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Specific Instructions

Section 1 -Taxpayer Identification

1. Taxpayer Identification Type. Check the type of identification number provided in box 2.

2. Taxpayer Identification Number (TIN). Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. Dunn and Bradstreet Universal Numbering System (DUNS). Vendors are requested to enter their DUNS number, if applicable.

4. Legal Name. Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

5. Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

6. Enter your **Legal Address.**

7. Enter your **Remittance Address, if applicable. A Remittance Address** is the location in which you or your entity receives business payments.

8. Enter the **Contact Name.**

9. Enter your **Business Phone Number.**

10. Enter your **Fax Number**, if applicable.

11. Enter your **Email Address**, if applicable.

For clarification on IRS Guidelines, see www.irs.gov.

12. Entity Type. Select the appropriate entity type.

13. Entity Classification. Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472- 1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

I. Purpose

The N.C. Agricultural Development and Farmland Preservation (ADFP) Trust Fund, administered by the Farmland Preservation Division of the N.C. Department of Agriculture & Consumer Services, provides grants for agricultural conservation easements on family farms throughout the state of North Carolina.

The ADFP Trust Fund will "hold grantees accountable for the expenditure of State funds by performing monitoring and oversight functions," in accordance with Administrative Code 09 NCAC 03M "Uniform Administration of State Grants" and Subsection .0400, pursuant to N.C.G.S. 143C-6-22 & 23. The ADFP Trust Fund will work with the grantee to ensure compliance with the terms and conditions of the easement. Monitoring is necessary to make certain the easements are maintained while ensuring a productive relationship between the funding source (ADFP Trust Fund), grantee (counties or private nonprofit conservation organizations, according to N.C.G.S. 106-744), and landowner.

II. Definition of Agricultural Conservation Easements

According to N.C.G.S. 106-744, an "agricultural conservation easement" means a negative easement in gross restricting residential, commercial, and industrial development of land for the purpose of maintaining its agricultural production capability. Agricultural conservation easements may be perpetual or term-limited in duration. The agricultural conservation easement may permit the creation of not more than three lots that meet applicable county zoning and subdivision regulations, provided it is allowed in the original recorded easement.

III. Involved Parties

The ADFP Trust Fund, administered by the Commissioner of Agriculture, is the funding source for purchasing conservation easements. The ADFP Trust Fund has full-time staff administratively located in Raleigh, North Carolina. Part-time field staff members are located remotely throughout the state. The ADFP Trust Fund Document Specialist is the monitoring program manager, unless otherwise designated by the Farmland Preservation Division Director. Field staff members will conduct on-site monitoring, unless otherwise directed by the Document Specialist.

The ADFP Trust Fund Advisory Committee is administratively located within the N.C. Department of Agriculture and Consumer Services. The Advisory Committee will advise the Commissioner on the prioritization and allocation of funds, the development of criteria for awarding funds, guidelines for monitoring easements and projects, program planning, and other areas where monies from the ADFP Trust Fund can be used to promote the growth and development of family farms in North Carolina.

Grantees are counties or private nonprofit conservation organizations. Grantees are the first point of contact for monitoring conservation easements and discussing potential violations of contracts and/or recorded easements. **Grantees are required to monitor the easement at least once a year and complete annual monitoring reports for the length of the term of the easement.**

Landowners will work with grantees to ensure compliance with the terms and conditions of conservation easements and will be notified of site visits by the grantee.

IV. ADFP Trust Fund Monitoring Roles and Responsibilities

The ADFP Trust Fund monitoring methods include but are not limited to:

- Site visit: ADFP Trust Fund staff will make every effort to coordinate site visits with the grantee's monitoring schedule. ADFP Trust Fund staff will physically visit the easement. ADFP Trust Fund staff will notify grantee and seek permission from landowner. The use of unmanned aerial vehicles (UAVs), or drones, can supplement, but not replace in-person site visits.
- In-office: ADFP Trust Fund staff will review grantee monitoring reports and verify information.

Site visit protocol for ADFP Trust Fund staff:

- Contact grantee about site visit. Site visits will be coordinated to the extent possible with the grantee's annual monitoring visit schedule.
- Review completed "Grantee Monitoring Report – Perpetual or Term Easement."
- Ensure landowner has been notified of site visit.
- Site visit can be conducted on foot or by vehicle.
- Compile documentation, including, but not limited to, photographs and data.
- Complete "ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement."
- Complete "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" if necessary.
- Site visit will occur every three (3) years, unless otherwise directed.

In-office monitoring protocol for ADFP Trust Fund staff:

- Review completed "Grantee Monitoring Report – Perpetual or Term Easement."
- Review the most current aerial photography data available (e.g. GIS via Multi-Hazard Threat Database (MHTD), Google Earth, etc.).
- Complete "ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement."
- Complete "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" if necessary.
- In-office monitoring will be completed in the years when site visits do not occur.

Incident report protocol for ADFP Trust Fund staff:

- The "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" must be filed if a grantee reports a violation or if ADFP Trust Fund staff discovers a violation during a site visit or in-office monitoring.
- The completed "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" will be submitted to the Program Director for review, investigation, and/or corrective action.
- If necessary, the Program Director will meet with funding partners to discuss the findings of the "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement."
- If corrective action is warranted by the grantee, a conference call or meeting will be scheduled to discuss the "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" and results of the initial review by the Program Director.
- If a violation has occurred, the grantee shall submit a Plan of Corrective Action to the ADFP Trust Fund Staff within 30 days of the conference call or meeting. The Plan of Corrective Action must be a comprehensive plan detailing the corrective action that will be taken to remedy all violations and bring the project back in compliance. The ADFP Trust Fund staff will work with grantee for correction.
- The appropriate NCDA&CS staff will formally notify grantee in writing of violation or potential violation.
- If it is determined that a violation has occurred, a site visit will occur the subsequent year. The monitoring schedule (site visit, in-office, site visit) will be reset each time a violation occurs.

V. Grantee Monitoring Responsibilities and Expectations

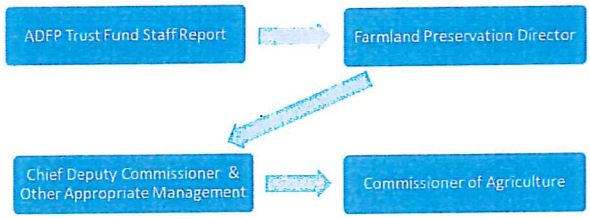
After the approval of final budget and progress reports and the closeout of the contract, Grantees will complete and submit the online "Grantee Monitoring Report – Perpetual or Term Easement" to ADFP Trust Fund office annually on or before December 31. The "Grantee Monitoring Report – Perpetual or Term Easement" is accessed through NC ADFP Trust Fund's website. Grantees should navigate to https://ncadfp.org/, then click on the "Downloads" tab. The portal is at the bottom of the "Downloads" tab and is labeled "Grantees: Click Here to Access the ADFP Trust Fund Grantee Monitoring Report Submission Portal." Grantees will be required to create a Formsite account to access the report portal. Grantees should follow the prompts in the online portal to complete and submit their report.

Failure to file annual monitoring reports on or before December 31 of each year shall constitute a violation of the easement and the grant contract.

In January, ADFP Trust Fund staff will coordinate to the extent possible with the grantee's annual monitoring visit schedule for easements due for a site visit. Grantees are encouraged to submit tentative site visit schedule to ADFP Trust Fund office ninety (90) days prior to first scheduled site visit. As subsequent site visits are scheduled throughout the year by the grantee, the ADFP Trust Fund office will be notified in a timely manner of site visits due for that calendar year.

VI. Additional Guidance and Reference – Dispute Resolutions

For issues in dispute, the ADFP Trust Fund Staff will report such differences to the Farmland Preservation Director. If the Farmland Preservation Director is unable to find a resolution, the Director will review with the appropriate NCDA&CS management for assistance and instruction, e.g. Office of the General Counsel, Chief Deputy Commissioner, and Commissioner of Agriculture. See chart below.



ADFP Trust Fund Staff are to follow appropriate approved ADFP Trust Fund Policies and Guidelines as directed by the ADFP Trust Fund Advisory Committee and the Commissioner of Agriculture, i.e. ADFP Trust Fund Grantee Eligibility Classification.

VII. Monitoring Documents

The following documents will be used for the monitoring of conservation easements:

- Grantee Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement

VIII. Document Filing, Retention, and Disposal

All completed reports, including maps from GIS and supplemental documentation from grantees, will be scanned for electronic storage and printed for paper files. The North Carolina State Property Office, Land Asset Maintenance database (http://www.ncspo.com/fis/dbLandAsset.aspx) lists all ADFP Trust Fund funded easements. Electronic copies of monitoring documents will be stored on the ADFP Trust Fund server and SharePoint page.

All monitoring documents will be filed, retained, and disposed pursuant to the ADFP Trust Fund records retention schedule.

OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

THIS OPTION TO PURCHASE A CONSERVATION EASEMENT ("Option") is made this _18th___ day of December, 2020 by and between Timothy A. Midyette, ("Seller"); and the Beaufort Soil and Water Conservation District ("Buyer").

RECITALS

A. For the purposes of notice, the addresses of the parties to this Option are:

SELLER:	BUYER:
Timothy A. Midyette P. O. Box 181, Bath, NC 27808	Beaufort Soil and Water Conservation District 155C Airport Road, Washington, NC 27889

B. Property legal description as described at Register of Deeds (County Deed Book and Page) and as shown on the proposed conservation easement map on page 6 of this Option.

County	Deed Book and Page	Parcel Identification Number (PIN)
Beaufort	Bk 1890 Pg 433 Bk 1295 Pg 549	6664-43-0580 & 6664-96-4506 6654-65-4192

C. It is the intention of both the Seller and Buyer that +/- 263 acres of the Property is preserved with conservation easements and maintained for the preservation of use as crop, horticulture or forestry as described in N.C. General Statue 106 Article 61.

D. Seller acknowledges that Buyer enters into this Option in its own right.

E. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic, and recreational lands.

F. Seller acknowledges that Buyer enters into this Option Agreement as an initial step in the purchase of a conservation easement on +/- 263 acres of the Property. The value of the conservation easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and other funding partner agencies such as USDA or military.

G. By entering into this Option, Seller acknowledges that it will obtain independent tax counsel and be solely responsible for compliance with any requirement of the Code to substantiate the value of the conservation easement if claiming an IRS charitable contribution.

NOW, THEREFORE, for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Seller hereby voluntarily grants and conveys to the Buyer, and the Buyer hereby voluntarily accepts the exclusive and irrevocable option to Purchase a Conservation Easement on +/- 263 acres on the Property.
This option is given on the following terms and conditions:

1. **OPTION PERIOD.** This option shall remain in effect through four years from the date of the signatures in this contract.

2. **EXERCISE.** All rights granted by this Option shall be exercised upon posting, by certified mail, a written notice to the Seller at the first address stated in the Recitals above. Exercise shall be deemed timely if such written notice is mailed on or before the date set forth in Paragraph 1 above.

3. **CONSERVATION EASEMENTS.** The Conservation Easement on the Property to be conveyed by Seller to Buyer, should Buyer exercise the Option granted herein, shall be in a form similar to the form of the draft conservation easement of the **ADFP Trust Fund Model Conservation Easement** as described in this contract and at www.ncadfp.org with such additional changes or modifications requested by Seller or Buyer, and agreed to by both parties with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners.

4. **PURCHASE PRICE.** The total purchase price of the Conservation Easement +/- 263 acres shall be payable in cash at closing. The fair market value of the Conservation Easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners. The Conservation Easement shall be fixed as noted on the attached land map.

5. **CLOSING.** Closing will take place at the offices of the Buyer's closing attorney or at such other place as the parties may mutually agree when the conditions for closing set out in this Option have been met.

6. **TITLE.**

(a) At closing, the Seller will convey the Conservation Easements to the Buyer. At the time of conveyance, the Property shall be free and clear of all liens, encumbrances, restrictions, rights or exceptions except for exceptions of record approved by Buyer.

(b) During the period of time between execution of this Option and the recordation of the Conservation Easements, should Buyer exercise the Option granted herein, Seller shall not encumber the Property nor shall they grant any interest in the Property to a third party without the prior written consent of Buyer.

7. **TITLE DEFECTS.** Buyer, at its expense, will have the title to the Properties examined. If for any reason the Seller cannot deliver the Conservation Easements at closing with title to the Properties in the condition required by Section 6 of this Option, Buyer may elect to: (a) accept the Conservation Easements with title to the Property as it is; (b) refuse to accept the Conservation Easements in which case the consideration paid for this Option shall be refunded; or (c) allow the Seller additional time to pursue all reasonable efforts to correct the problem, including bringing any necessary quiet title actions or other lawsuits. If Buyer elects to refuse to accept the Conservation Easements, or Seller desires to not pursue reasonable efforts to correct the problem, the rights pursuant to the Option granted herein shall be null and void and the rights of the parties hereto shall terminate, with neither party hereto having any further right or obligation one against the other pursuant to the terms hereof.

8. **DOCUMENTS FOR CLOSING.** The Seller shall execute and deliver at closing the Conservation Easements, any owner's affidavits or documents required by the Buyer's title insurance company to remove the standard title policy exceptions, and any other documents necessary to close in accordance with the terms of this Option.

9. **ACCESS.** The Buyer's obligations under this Option (if exercised) are contingent upon the Property having recorded, appurtenant, insurable legal access to a public road sufficient to allow the Buyer access to the Property to monitor the Conservation Easements.

10. **CONDITION OF PROPERTY.** During the period of time between execution of this Option and exercise of this Option, Seller shall do nothing to or with regard to the Property that shall damage or degrade the property, significantly alter its present appearance and value, or otherwise violate the terms of the proposed Conservation Easements. In the event of any adverse change in the condition of the Property, the Buyer may refuse to accept the Conservation Easements, in which case the consideration paid for this Option shall be refunded.

11. **ENCUMBRANCES.** Seller shall not during the period of time this Option remains in effect sell or contract to sell the Property or do any other act which might hinder the property's ability to enter the

Conservation Easements.

12. **RIGHT OF ENTRY AND INSPECTION.** During the period of time this Option remains in effect, Buyer shall have the right, at its expense, to enter upon the Property at reasonable times to conduct an environmental inspection and assessment to detect hazardous or toxic substances, to have the title to the Property examined, and for other reasonable purposes related to this transaction. Buyer shall give notice in writing to Seller of any defects and objections to the title and Seller shall clear the title of defects and objections so specified within forty-five (45) days after notice thereof. In the event Seller cannot correct defects in or objections to the title so as to be able to deliver good and merchantable title free and clear of all liens, encumbrances, restrictions, and easements, Buyer may, at its election, cancel this Option, in which case the consideration paid for this Option shall be refunded. Based upon the results of the environmental inspection and assessment, the Buyer may elect to refuse to accept the conservation easement, in which case consideration paid for this Option shall be refunded.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby warrants and represents to Buyer the following matters and agrees to indemnify, defend and hold Buyer harmless from any loss or liability relating to these matters, with the intent that these representations, warranties and indemnities shall survive closing.

a. Title to the Property/Authority. Seller is the sole legal owner of the Property in fee simple. The Property is not now subject to any written option or agreement of sale. To the best of Seller's knowledge and belief, the Property is not now subject to any claim or legal proceeding except as set forth herein. Seller has the full power and authority to execute this Option and all agreements and documents referred to in this Option and to fully perform as required by this Option.

b. Condition of Property. Seller is not aware of any facts that would have adverse effect on the efficacy of the Conservation Easements in protecting the conservation values set forth in the Conservation Easements.

c. Hazardous Materials. The Property is not now nor, to the best of the knowledge and belief of the Seller, has it ever been used for the manufacture, use, storage or disposal of any hazardous or toxic substance, material or waste within the meaning of any applicable environmental statute, ordinance, or regulation. No hazardous or toxic substance, material or waste, including without limitation asbestos or material containing or producing polychlorinated biphenyls (PCBs), is presently stored or located on the Property at levels greater than natural background concentrations. The Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any hazardous or toxic substance, material, or waste.

d. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.

e. Non-foreign Status. To inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, Seller hereby certifies that Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law. Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment, or both.

f. No brokers. Seller represents that they have not engaged the services of a real estate broker in the sale or purchase, respectively, of any interest in this Property, and agree to indemnify Buyer from all such claims or liabilities resulting therefrom.

14. **NOTICE.** Any notice, consent or other communication permitted or required by this Option shall be in writing, and shall be given to the applicable party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery. Unless and until changed by written notice to the other party hereto, the addresses for notices given pursuant to this Option shall be the

addresses listed for each party in Paragraph A of the Recitals above.

15. **LIQUIDATED DAMAGES; DEFAULT; SPECIFIC PERFORMANCE.**

a. a. Default and Specific Performance. If Seller defaults under this Agreement and fails to cure the same within thirty (30) days of written notice thereof, BUYER may elect, at Buyer's sole option: (i) to terminate this Option and be released from its obligations hereunder, in which event the consideration paid shall be returned to Buyer; or, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option (ii) to proceed against Seller for specific performance of this Option. In either event, Buyer shall have the right to seek and recover from Seller all damages suffered by Buyer as a result of Seller's default in the performance of its obligations hereunder. Damages may include reasonable expenditures performed on behalf of Seller in good faith to fulfill the Option. These include but not limited to travel, administrative, surveying, legal and specialized service fees, appraisals, documentations and reports pertaining to conservation easement implementation associated with the Option.

b. Other remedies. In addition to any other remedy specifically set forth in this Option, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option Buyer has the right to enforce the provisions of this Option through an action for injunctive relief or damages or through other proceedings in law or equity. The election of any one remedy available to Buyer under this Option shall not constitute a waiver of other available remedies.

16. **BINDING EFFECT.** This Option becomes effective when signed by parties hereto and shall then apply to and bind Seller and Buyer and their respective, heirs, executors, administrators, successors, and assigns.

17. **COMPLETE AGREEMENT.** This Option constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Option or any written amendment shall be binding upon the parties.

18. **NOTICE OF OPTION.** Should this Option Agreement not be recorded, the parties agree to execute a Memorandum of Option for recording purposes if requested by either of the parties hereto, to be prepared and recorded at the expense of the requesting party.

19. **MISCELLANEOUS.**

a. No waiver. No provision of the Option shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by both parties. No act or failure to act by a party shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.

b. Holidays. If any date set forth in this Option or computed pursuant to this Option falls on a Saturday, Sunday, or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

c. Attorneys' fees. In the event of any breach or default hereof by a party, the non-defaulting party shall be entitled to bring an action to recover its costs and expenses of litigation and settlement, including, without limitation, attorneys' fees and expenses, court costs, settlement costs, and experts' costs and fees.

d. Survivability. The provisions of this Option shall survive the closing of the Conservation Easement donation to Buyer.

e. Successors. This option and the contract resulting from the exercise thereof shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties.

IN TESTIMONY THEREOF, the parties have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in their corporate names by their duly authorized representatives as of the dates indicated below.

SELLER:

Printed Name: Timothy A Madyette

Signature: _____ **Date:** 12-18-2020

SEAL-STAMP	**NORTH CAROLINA,** Beaufort **County**
ANGELA R PITTS Notary Public Beaufort County, North Carolina My Commission Expires May 21, 2022	The undersigned, a Notary Public for said County and State, does hereby certify that Timothy A. Madyette personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on December 18, 2020 Angela R Pitts Notary Public My commission expires: 5-21-22

BUYER:

Printed Name: James Allen

Signature: _____ **Date:** 12-18-20

SEAL-STAMP	**NORTH CAROLINA,** Beaufort **County**
ANGELA R PITTS Notary Public Beaufort County, North Carolina My Commission Expires May 21, 2022	The undersigned, a Notary Public for said County and State, does hereby certify that James Allen, **as** Chairman Beaufort (official title) of Beaufort Soil and Water personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on December 18, 2020 Angela R Pitts Notary Public My commission expires: 5-21-22

Conservation Easement Option Map:
Map to provide total estimated acres to receive to agricultural conservation easement. Any areas not the receive the agricultural conservation easement such as farmsteads must also be defined.

PUBLIC SECTOR CONTRACTS (Including Local Governments)

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Certifications and Assurances

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____ _____

_____ _____

_____ _____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative Date

Printed Name of Authorized Representative Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: _____
Contract Number: _____ Amendment Number: _____
Grantee Name: _____
TAX ID Number: _____
Fiscal Year Ends: _____

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.

2. Current project timeline: Begin _____ End _____

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)

4. The Grantee's WEB URL: _____

5. * Grantee County of Residence: _____ Congressional District#: _____
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. **County of Benefit: Single County: ☐ Yes ☐ No County Name: _____
Statewide: ☐ Yes ☐ No
Regional: ☐ Yes ☐ No

7. If the answer to question number 6 is more than one county or "Regional", list the counties receiving benefit.

_____
_____
_____
_____
_____

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: List only county or counties in which funding will be spent and/or food commodities will be received.

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)	
Board Chair, Executive Director, etc.	**Financial Representative, Treasurer, etc.**
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

REV 01/2019

NC Office of the State Controller
(IRS Form W-9 will not be accepted in lieu of this form)
*Denotes a Required Field

STATE OF NORTH CAROLINA
SUBSTITUTE W-9 FORM
Request for Taxpayer Identification Number

Section 1 – Taxpayer Identification

*1. ☐ Social Security Number (SSN),
OR
☐ Employer Identification Number (EIN),
OR
☐ Individual Taxpayer Identification Number (ITIN)

*2.

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.

*4. Legal Name (as shown on your income tax return):

3. Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

Contact Information

*6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD)	7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)
*Address Line 1:	Address Line 1:
Address Line 2:	Address Line 2:
*City *State *Zip (9 digit)	City State Zip (9 digit)
*County	County

*8. Contact Name:	
*9. Phone Number:	
10. Fax Number:	
11. Email Address:	

*12. Entity Type

☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation

☐ Partnership ☐ Trust/Estate ☐ Other_____

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

*13. Entity Classification

☐ Medical Services
☐ Legal/Attorney Services
☐ NC Local Govt
☐ Federal Govt
☐ NC State Agency
☐ Other Govt
☐ Other (specify)

14. Exemptions (see instructions)

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/):

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:		* Date:	

Please complete the "Modification to Existing Vendor Records" section below If there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

NC Office of the State Controller *Denotes a Required Field This form is to be completed by the vendor.	**STATE OF NORTH CAROLINA** **SUBSTITUTE W-9 FORM** **Modification to Existing Vendor Records**	

This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

Section 1:

CHANGE FROM: Remittance Address		
*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

CHANGE TO: Remittance Address		
*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

NOTE: If you would like to receive your payments electronically, please complete the Vendor Electronic Payment Form

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Section 2:

* CHANGE FROM: SSN, or EIN, or ITIN	* CHANGE TO: SSN, or EIN, or ITIN
(PRESS THE TAB KEY TO ENTER EACH NUMBER)	(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Section 3:

CHANGE FROM: Vendor Name	CHANGE TO: Vendor Name
*Legal Name:	*Legal Name:
Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:		* Date:	

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Specific Instructions

Section 1 -Taxpayer Identification

1. **Taxpayer Identification Type.** Check the type of identification number provided in box 2.

2. **Taxpayer Identification Number (TIN).** Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. **Dunn and Bradstreet Universal Numbering System (DUNS).** Vendors are requested to enter their DUNS number, if applicable.

4. **Legal Name.** Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

5. **Business Name.** Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

6. Enter your **Legal Address.**

7. Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.

8. Enter the **Contact Name.**

9. Enter your **Business Phone Number.**

10. Enter your **Fax Number,** if applicable.

11. Enter your **Email Address,** if applicable.

For clarification on IRS Guidelines, see www.irs.gov.

12. **Entity Type.** Select the appropriate entity type.

13. **Entity Classification.** Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. **Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472- 1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Attachment G

Office of the State Controller
Return to: OSC Support Services Center
Address: 1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov
Telephone: 919-707-0795

Vendor Electronic Payment Form

☐ New Add Request
☐ Change/Update Existing Account
☐ Inactivate Existing Account

***Denotes a required field**

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

We require you to submit a copy of a voided check, bank statement, or a letter from your bank for account verification.

***TAX ID # or SSN**

***PAYEE NAME**

***REMITTANCE ADDRESS**
(AS PRINTED ON YOUR INVOICE)

STREET | SUITE/ROOM #

CITY | STATE | ZIP CODE

***CONTACT**

NAME & TITLE | PHONE NUMBER

NEW FINANCIAL INFORMATION

***FINANCIAL INSTITUTION NAME:**	
***NAME ON ACCOUNT:**	
***NEW ROUTING NUMBER:**	
***NEW ACCOUNT NUMBER:**	
***ACCT TYPE:**	☐ Checking ☐ Savings
***REMIT E-MAIL ADDRESS**	

New add requests MUST include contact information for the state agency with which you are doing business.

***Agency Name:**	***Agency Contact Name:**
***Agency Contact Email Address:**	***Agency Contact Phone Number:**

PRIOR FINANCIAL INFORMATION (only required for updates)

FINANCIAL INSTITUTION NAME:	
NAME ON ACCOUNT:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	
ACCT TYPE:	☐ Checking ☐ Savings
REMIT E-MAIL ADDRESS	

*	**ALL BOXES BELOW MUST BE REVIEWED AND CHECKED**
☐	I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account.
☐	I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the vendor, cancel it in writing or the authority is terminated by the NC Office of the State Controller.
☐	I have attached a copy of a **current** voided check, current bank statement or included a bank letter on bank letterhead.

***PRINT NAME:**	***DATE:**
***SIGNATURE:**	***PHONE NUMBER:**

Instructions *** Denotes a required field on the form**

1. *Check the appropriate box at the top of the form:

   - New Add Request – Vendor would like to begin receiving payments via ACH.
   - Change/Update Existing Account – Vendor's account number, routing number, or remittance email address has changed.
   - Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.

2. *Enter the vendor's Tax Identification Number or Social Security Number.

3. *Enter the Payee Name – The name of the person or business receiving payment.

4. *Enter the vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.

5. *Enter the vendor's contact name, title, and phone number.

6. *Enter the vendor's financial information:

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

7. *For a **new add request only**, provide the following:

   - Agency Name – The state agency the vendor is doing business with.
   - Agency Contact Name – The vendor's contact person name at the state agency.
   - Agency Contact Email Address – The contact person's email address at the state agency.
   - Agency Contact Phone Number – The contact person's phone number at the state agency.

   NOTE: New add requests MUST include contact information for the state agency with which you are doing business.

8. Prior Financial Information – this is required if the vendor's bank account, routing number, or remittance email address has changed.

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

9. *Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed.**

10. *Print Name – Print the name of the authorized signee on the form.
    *Date – Date of signature.
    *Signature – The authorized signee's signature.
    *Phone Number – The authorized signee's phone number.

Return to: OSC Support Services Center
Address:
1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov

Please allow up to 30 days for processing.

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Topic: Item for Decision

Presenter: Salter, Lloyd, Tax Assessor

Agenda Title: Item for Decision: Untimely Appeal - Myrtle Jalaber

Summary of Information: Please see the attached documentation regarding Ms. Myrtle Jalaber's request for untimely appeal.

Submitter Recommendations/Motions: Dismiss untimely appeal.

Attachments:
1. Item for Decision: Untimely Appeal - Myrtle Jalaber

From:	Myrtle Jalaber
To:	Courtaney Binnie
Subject:	Property Tax Bill - Bill Number 9533829 - Myrtle Jalaber
Date:	Friday, October 15, 2021 3:26:52 PM
Attachments:	Bill of Sale.pdf Boat Storage Receipts.pdf

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

Hi Courtaney,

Per our conversation earlier this week, please find attached my bill of sale to establish boat value at time of purchase. This a hurricane damaged boat that was bought as is. It has a non-working engine, non-working electrical, a leaking deck with rotted teak and dilapidated interior due to leaks. It is not navigable or seaworthy.

The boat has been in **dry storage** at Captain Sam's Boatyard (now purchased by McCotters Marina) since it was purchased in 2011 - for the past 10 years. You will find attached, also, receipts from the boatyard representing each year the boat has been there from 2011 - present.

The problem with my property tax bill began in 2017 when I noticed a significant difference in the bill and called the Assessor's office. I was assured at that time that the bill had been corrected and a revised bill was sent. Nevertheless, I've still had to call the Assessor's office for a revised bill each year since then.

If your office would please update the assessment definitively and correctly? I am happy to supply any additional information you need, however, I must admit that it is quite an inconvenience to have to go through this each year.

Thank you for your help.

Myrtle Jalaber
704-475-1138

HYANNIS MARINA

1 Willow Street, Hyannis, MA 02601 ~ Tel: (508) 790-4000 ~ Fax: (508) 775-0851
Email: info@hyannismarina.com

BROKERAGE AGREEMENT
OFFER TO PURCHASE AND DEPOSIT RECEIPT

I (We), MYRTLE JALABERT & BENOIT JALABERT 10913 LEYTON PLACE CHARLOTTE NC 28227

Offer to purchase the boat 1980 KALIK 44' OFFSHORE CRUISER # 642943

For the sum of $ 20,000 hereby which includes the Hyannis marina brokerage commission. I am making a deposit on the above boat as inspected, as is, no warranty expressed or implied. The boat is guaranteed by the Seller to be free and clear of all liens and encumbrances, and is subject to be surveyed by my agent. Other conditions are as follows:

AS IS, WHERE IS

I (We) agree to pay for survey expenses incurred, including hauling if necessary, and if boat fails to pass survey, I understand my deposit will be refunded as soon as these survey expenses are paid. I also understand that Hyannis Marina has offered me this boat and details on her good faith, but cannot guarantee the accuracy of such information and will instruct my agents to check such details as I desire validated. I understand that if this offer is accepted by the Owner and the survey is satisfactory, I may have possession of the boat as soon as payment has been made in full by certified funds, except as noted here:

It is understood that Hyannis Marina does not own or have title to this boat. Hyannis Marina is acting as the boat broker only. **Hyannis Marina has not made and does not make any representation or warranty whatsoever, either express or implied.** Furthermore, Hyannis Marina is not making any representation as to condition of the boat regardless of any involvement Hyannis Marina may now have or previously had with the boat, including service, surveys, etc.

Date 10/27/2011 Signed ⊗ _____ (Purchaser)

Date 10/27/11 Signed ⊗ _____ (Broker)

I (We) NANCY D KOMENDA JEFFREY F. KOMENDA, owners or owners agents for the above described vessel, accept this offer under the above described conditions, provided that such survey and final approval shall be accepted before __ days after this date. I (We) agree to pay Hyannis Marina the standard brokerage commission or have accepted a net amount upon completion of this sale, and it is further agreed that in the event of the above mentioned purchaser should consummate a sale on the above mentioned vessel, other than through Hyannis Marina's office. I shall protect Hyannis Marina for full commission. I agree to deliver this vessel to Hyannis marina or to: _____

Date 10/27/11 Signed _____ Owner / Seller or Owner's Agent

OMB APPROVED 1625-0027
EXPIRATION DATE:

U.S. DEPARTMENT OF HOMELAND SECURITY
U.S. COAST GUARD
CG-1340 (REV. 06/04)

BILL OF SALE

THIS SECTION FOR COAST GUARD USE ONLY

1. VESSEL NAME
Nisku

2. OFFICIAL NUMBER OR HULL ID NUMBER
642943

3. NAME(S) AND ADDRESS(ES) OF SELLERS:

Nancy D Komenda, 31 Babbling Brook Road, Centerville, MA 02632
Jeffrey F. Komenda, 31 Babbling Brook Road, Centerville, MA 02632

RECORDED:

BOOK: PAGE:

PORT (IF NOT FILING PORT)

3A. TOTAL INTEREST OWNED (IF LESS THAN 100%) ____ %

DOCUMENTATION OFFICER

4. NAME(S) AND ADDRESS(ES) OF BUYER(S) AND INTEREST TRANSFERRED TO EACH:

MYRTLE JALABER & BENOIT JALABER
10713 LEYTON PLACE
CHARLOTTE, NC 28227

4A. TOTAL INTEREST TRANSFERRED (100% UNLESS OTHERWISE SPECIFIED) 100% %

4B. MANNER OF OWNERSHIP. UNLESS OTHERWISE STATED HEREIN, THIS BILL OF SALE CREATES A TENANCY IN COMMON, WITH EACH TENANT OWNING AN EQUAL UNDIVIDED INTEREST. CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.

☑ JOINT TENANCY WITH RIGHT OF SURVIVORSHIP ☐ TENANCY BY THE ENTIRETIES ☐ COMMUNITY PROPERTY

☐ OTHER (DESCRIBE)

5. CONSIDERATION RECEIVED: $20,000.00 (TWENTY THOUSAND DOLLARS AND ZERO CENTS)

(ONE DOLLAR AND OTHER VALUABLE CONSIDERATION UNLESS OTHERWISE STATED) AS IS, WHERE IS

6. I (WE) DO HEREBY SELL TO THE BUYER(S) NAMED ABOVE, THE RIGHT, TITLE AND INTEREST IDENTIFIED IN BLOCK 4 OF THIS BILL OF SALE, IN THE PROPORTION SPECIFIED HEREIN.

VESSEL IS SOLD FREE AND CLEAR OF ALL LIENS, MORTGAGES, AND OTHER ENCUMBRANCES OF ANY KIND AND NATURE, EXCEPT AS STATED ON THE REVERSE HEREOF. VESSEL IS SOLD TOGETHER WITH AN EQUAL INTEREST IN THE MASTS, BOWSPRIT, SAILS, BOATS, ANCHORS, CABLES, TACKLE, FURNITURE, AND ALL OTHER NECESSARIES THERETO APPERTAINING AND BELONGING, EXCEPT AS STATED ON THE REVERSE HEREOF.

7. SIGNATURES OF SELLER(S) OR PERSON(S) SIGNING ON BEHALF OF SELLER(S).

8. DATE SIGNED

9. NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G., OWNER, AGENT, TRUSTEE, EXECUTOR)

10. ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OF A STATE OR THE UNITED STATES TO TAKE OATHS.)

ON ____ (DATE) THE PERSON(S) NAMED IN SECTION 9 STATE: ____

ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT IN THEIR STATED CAPACITY(IES) FOR THE PURPOSE THEREIN CONTAINED.

COUNTY: ____

NOTARY PUBLIC ____
MY COMMISSION EXPIRES ____

PHILIP MICHAEL BOUDREAU
Notary Public
Commonwealth of Massachusetts
My Commission Expires JANUARY 12, 2018

PREVIOUS EDITION OBSOLETE

SN 7530-00-F01-1020

REVERSE OF CG-1340 (REV. 06/04)

(COMPLETE THIS SECTION ONLY IF VESSEL HAS NEVER BEEN DOCUMENTED AND DOES NOT HAVE A HULL IDENTIFICATION NUMBER.)

VESSEL DATA

A. BUILDER

B. BUILDER'S HULL NUMBER

C. FORMER NAME(S)

D. FORMER MOTORBOAT NUMBERS

E. FORMER ALIEN REGISTRATIONS

F. DIMENSIONS: L= B= D=

G. PERSON FROM WHOM SELLER OBTAINED VESSEL

SIGNATURE OF SELLER

WARRANTIES/APPURTENANCES/LIMITATIONS/EXCEPTIONS

INSTRUCTIONS

1. INDICATE CURRENT DOCUMENTED NAME. (IF VESSEL HAS NEVER BEEN DOCUMENTED SELLER MUST COMPLETE AND SIGN DATA SECTION ABOVE.)
2. INDICATE OFFICIAL NUMBER AWARDED TO VESSEL OR HULL IDENTIFICATION NUMBER ASSIGNED BY MANUFACTURER. (IF THE VESSEL HAS NO HULL IDENTIFICATION NUMBER AND HAS NEVER BEEN DOCUMENTED, SELLER MUST COMPLETE AND SIGN THE VESSEL DATA SECTION ABOVE.)
3. INSERT NAMES AND ADDRESSES OF ALL PERSONS SELLING VESSEL, ALONG WITH TOTAL INTEREST OWNED BY THOSE PERSON.S IF MORE ROOM IS NEEDED, AN ATTACHMENT MAY BE MADE SHOWING THE ADDRESSES OF THE SELLERS.

3A. SELF-EXPLANATORY.

4. INSERT NAMES AND ADDRESSES OF ALL BUYERS, ALONG WITH THE INTEREST TRANSFERRED TO EACH. IF THERE IS MORE THAN ONE BUYER AND NO DIVISION OF INTEREST IS SHOWN, THIS BILL OF SALE WILL RESULT IN EACH BUYER HOLDING AN EQUAL INTEREST. (IF MORE ROOM IS NEEDED, AN ATTACHMENT MAY BE MADE SHOWING THE ADDRESSES OF THE BUYERS.)

4A. SELF-EXPLANATORY.

4B. CHECK ONE OF THE BLOCKS TO CREATE A FORM OF OWNERSHIP OTHER THAN A TENANCY IN COMMON. IF "OTHER" IS CHECKED, THE FORM OF OWNERSHIP MUST BE DESCRIBED.

5. OPTIONAL IF THE AMOUNT PAID FOR THE VESSEL IS INSERTED, IT WILL BE NOTED ON THE VESSEL'S GENERAL INDEX.
6. SELF-EXPLANATORY. USE "REMARKS" SECTION ABOVE IF VESSEL IS NOT SOLD FREE AND CLEAR, OR TO LIST VESSEL APPURTENANCES WHICH ARE NOT SOLD WITH THE VESSEL.
7. SELF-EXPLANATORY.
8. SHOW THE DATE ON WHICH THE INSTRUMENT IS SIGNED.
9. IN ADDITION TO THE PRINTED OR TYPED NAME OF THE SIGNER, SHOW WHETHER THAT PERSON WAS ACTING AS AN OWNER, AS AN AGENT FOR AN OWNER, AS TRUSTEE, AS THE PERSONAL REPRESENTATIVE OR EXECUTOR OF AN ESTATE, OR OTHER CAPACITY WHICH ENTITLED THAT PERSON TO SIGN THE BILL OF SALE.
10. ANY ACKNOWLEDGMENT IN SUBSTANTIAL COMPLIANCE WITH THE LAW OF THE STATE WHERE TAKEN MAY BE ATTACHED TO THIS INSTRUMENT IN LIEU OF THE PREPRINTED ACKNOWLEDGMENT.

PRIVACY ACT STATEMENT

IN ACCORDANCE WITH 5 USC 552(A), THE FOLLOWING INFORMATION IS PROVIDED TO YOU WHEN SUPPLYING PERSONAL INFORMATION TO THE U.S. COAST GUARD.

1. AUTHORITY. SOLICITATION OF THIS INFORMATION IS AUTHORIZED BY 46 USC, CHAPTER 313 AND 46 CFR, PART 67.

2. THE PRINCIPAL PURPOSES FOR WHICH THIS INSTRUMENT IS TO BE USED ARE:

(A) TO PROVIDE A RECORD, AVAILABLE FOR PUBLIC INSPECTION AND COPYING, OF THE SALE OR OTHER CHANGE IN OWNERSHIP OF A VESSEL WHICH IS DOCUMENTED, WILL BE DOCUMENTED, OR HAS BEEN DOCUMENTED PURSUANT TO 46 USC, CHAPTER 121.
(B) PLACEMENT OF THIS INSTRUMENT IN A BOOK FOR EXAMINATION BY GOVERNMENTAL AUTHORITIES AND MEMBERS OF THE GENERAL PUBLIC.

3. THE ROUTINE USE WHICH MAY BE MADE OF THIS INFORMATION INCLUDES DEVELOPMENT OF STATISTICAL DATA CONCERNING DOCUMENTED VESSELS.

4. DISCLOSURE OF THE INFORMATION REQUESTED ON THIS FORM IS VOLUNTARY. HOWEVER, FAILURE TO PROVIDE THE INFORMATION COULD PRECLUDE FILING OF A BILL OF SALE AND DOCUMENTATION OF THE VESSEL NAMED HEREIN PURSUANT TO 46 USC, CHAPTER 121. MOREOVER, BILLS OF SALE WHICH ARE NOT FILED ARE NOT DEEMED TO BE VALID AGAINST ANY PERSON EXCEPT THE GRANTOR OR A PERSON HAVING ACTUAL KNOWLEDGE OF THE SALE. (46 USC 31321(A)).

AN AGENCY MAY NOT CONDUCT OR SPONSOR, AND A PERSON IS NOT REQUIRED TO RESPOND TO A COLLECTION OF INFORMATION UNLESS IT DISPLAYS A VALID OMB CONTROL NUMBER.

THE COAST GUARD ESTIMATES THAT THE AVERAGE BURDEN FOR THIS FORM IS 20 MINUTES. YOU MAY SUBMIT ANY COMMENTS CONCERNING THE ACCURACY OF THIS BURDEN ESTIMATE OR MAKE SUGGESTIONS FOR REDUCING THE BURDEN TO: U.S. COAST GUARD, NATIONAL VESSEL DOCUMENTATION CENTER, 792 T J JACKSON DRIVE, FALLING WATERS, WEST VIRGINIA 25419, OR OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1625-0027). WASHINGTON, DC 20503.

Attachment

STATE: Massachusetts

COUNTY: Barnstable

On October 14, 2011 the person(s) named in Section 9 above acknowledged execution of the foregoing instrument in their stated capacity (ies) for the purpose therein contained.

Notary Public: Deborah J Lyman

My Commission Expires: February 4, 2016

CAPTAIN SAM'S BOATYARD
300 McCOTTERS MARINA RD.
WASHINGTON, N.C. 27889
captainsam1@Suddenlink.net
252-975-2046

BILL TO

Benoit & Myrtle Jalaber
10913 Leyton Place
Charlotte, N.C.
28227

Invoice

DATE	INVOICE #
2/8/2012	6058

TER...	Due on receipt

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Storage	Storage from 1-11-12 to 2-11-12	1	264.00	264.00
	Sales Tax		6.75%	0.00

INVOICES SHOULD BE REVIEWED & PAID BEFORE LAUNCH

Total $264.00

A finance charge of 1-1/2% per month will be added to accounts 30 days past due. If this account is turned over to an attorney for collection, debtor shall pay reasonable attorney's fees in an amount not to exceed limits established by N.C. law.

Captain Sams Boat Yard
300 McCotters Marina Rd
Washington, NC 27889

Statement

Date
1/30/2013

Benoit & Myrtle Jalaber
10913 Leyton Place
Charlotte. N.C.
28227

Amount Due	Amount Enc.
$0.00	

Date	Transaction	Amount	Balance
10/31/2012	Balance forward		773.00
11/11/2012	INV #6561. 10-21 / 11-21-12	264.00	1,037.00
11/26/2012	PMT #2027.	-773.00	264.00
12/19/2012	PMT #2032.	-264.00	0.00
01/03/2013	INV #6652. 11-21 / 2-21-13	660.00	660.00
01/30/2013	PMT #2040. pd quarter	-660.00	0.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	0.00	$0.00

Statement

Captain Sams Boat Yard
300 McCotters Marina Rd
Washington, NC 27889

Date
1/16/2015

Benoit & Myrtle Jalaber
10913 Leyton Place
Charlotte, N.C.
28227

Amount Due	Amount Enc.
$660.00	

Date	Transaction	Amount	Balance
10/31/2014	Balance forward		0.00
01/16/2015	INV #8043. 11-21-14 / 2-21-15	660.00	660.00

Pd 1/29/15 ck# 1053

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
660.00	0.00	0.00	0.00	0.00	$660.00

CAPTAIN SAM'S BOATYARD
300 McCOTTERS MARINA RD.
WASHINGTON, N.C. 27889
captainsam1@Suddenlink.net
252-975-2046

BILL TO

Benoit & Myrtle Jalaber
10913 Leyton Place
Charlotte, N.C.
28227

Invoice

DATE	INVOICE #
3/11/2015	8132

TER...	Due on receipt

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Storage	Storage from 2-21-15 to 5-21-15	3	198.00	594.00
	Sales Tax		6.75%	0.00

Dropped Rate to $4.5 PR foot instead 85.00 = $198.00 PR mo. 345 Thanks!

INVOICES SE
PAID B.

Total $594.00

A finance charge of 1-1/2% per month will be added to accounts s turned over to an attorney for collection, debtor shall pay reasonable attor exceed limits established by N.C. law.

Captain Sams Boat Yard
300 McCotters Marina Rd
Washington, NC 27889

Statement

Date
2/13/2017

Myrtle Jalaber
10913 Leyton Place
Charlotte, N.C.
28227

pd 3/15/17
$20.00
ck# 1162

Amount Due	Amount Enc.
$297.00	

Date	Transaction	Amount	Balance
11/30/2016	Balance forward		0.00
12/05/2016	INV #9150. 11-21-16 / 2-16-16	594.00	594.00
01/31/2017	PMT #1154.	-594.00	0.00
02/13/2017	INV #9312. 2-16-16 / 4-1-17	297.00	297.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
297.00	0.00	0.00	0.00	0.00	$297.00

McCotter's Marina and Boatyard
179 McCotters Marina Rd
Washington, NC 27889
info@mccottersmarina.com

TO
Myrtle Jalaber
S/V 'Nisku II' - Kalik 44
10913 Leyton Place
Charlotte, NC 28227

STATEMENT NO. 2435
DATE 01/21/2019
TOTAL DUE $2,640.00
ENCLOSED

12/20/2018	Balance Forward		0.00
12/21/2018	Invoice #2176: Yearly storage for 1/1/2019 - 12/31/2019	2,640.00	2,640.00

ck #1254
2/16/19
pd $1320.00
paypal/Holly
Carroll

0.00	0.00	2,640.00	0.00	0.00	**$2,640.00**

McCotter's Marina and Boatyard
179 McCotters Marina Rd
Washington, NC 27889
info@mccottersmarina.com

Statement

TO
Myrtle Jalaber
S/V 'Nisku II' - Kalik 44
10913 Leyton Place
Charlotte, NC 28227

STATEMENT NO. 2821
DATE 06/26/2019
TOTAL DUE $0.00
ENCLOSED

DATE	ACTIVITY	AMOUNT	BALANCE
05/25/2019	Balance Forward		1,320.00
05/31/2019	Payment #CK 1273: CK 1273	-1,320.00	0.00

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	0.00	0.00	0.00	0.00	$0.00

McCotter's Marina and Boatyard
179 McCotters Marina Rd
Washington, NC 27889
info@mccottersmarina.com

INVOICE

BILL TO
Myrtle Jalaber
S/V 'Nisku II' - Kalik 44
10913 Leyton Place
Charlotte, NC 28227

INVOICE # 2750
DATE 12/15/2019
DUE DATE 12/15/2019
TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Storage / Yearly Storage Rate for 1 year	44	60.00	2,640.00

Yearly storage for 1/1/2020 - 12/31/2020

BALANCE DUE **$2,640.00**

Pd $13,200
3/15/20
ck # 1303

McCotter's Marina and Boatyard
179 McCotters Marina Rd
Washington, NC 27889
252-975-2174
office@mccottersmarina.com

Statement

TO
Myrtle Jalaber
S/V 'Nisku II' - Kalik 44
10913 Leyton Place
Charlotte, NC 28227

STATEMENT NO. 3946
DATE 05/26/2021
TOTAL DUE $1,540.00
ENCLOSED

DATE	ACTIVITY	AMOUNT	BALANCE
04/25/2021	Balance Forward		1,540.00

pd 6/15/21
$ 1540.00
CK# 1347

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	0.00	0.00	0.00	1,540.00	$1,540.00

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Topic: Item for Decision

Presenter: Salter, Lloyd, Tax Assessor

Agenda Title: Item for Decision: Untimely Appeal - David Williams

Summary of Information: Please see the attached documentation regarding Mr. David Williams request for an untimely appeal.

Submitter Recommendations/Motions: Dismiss Untimely Appeal

Attachments:
1. Item for Decision: Untimely Appeal - David Williams

Beaufort County
Board of Equalization and Review
Post Office Box 160
Washington, North Carolina 27889

Notice of Appeal

Tax Year: 2021 **Owner of Property:** DAVID GLENN WILLIAMS

Appellant: _____

Township (complete one appeal form per townships): _____

Abstract or REID #: _____ **Physical Address:** Washington City Docks **Opinion of Value:** $25,000

Abstract or REID #: _____ **Physical Address:** _____ **Opinion of Value:** _____

Abstract or REID #: _____ **Physical Address:** _____ **Opinion of Value:** _____

Abstract or REID #: _____ **Physical Address:** _____ **Opinion of Value:** _____

Reason for Appeal (check all that apply):

Assessed Value ____ **Penalty** ____ **Taxability** ____

Explanation of appeal (attach additional pages as necessary):

See Attached

Signature: _____

Date: 12/17/21

Phone: 252-945-1848

Email Address: DGW@INETNW.COM

Mailing Address:
P.O. BOX 2165
WASHINGTON, NC 27889

Submit all substantiating information to:
Beaufort County Assessor's Office
Board of Equalization and Review
PO BOX 160
Washington, NC 27889

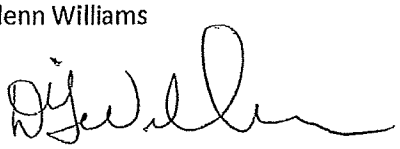
12/21/21

Reference Tax Bill 9536637 (attached)

For the last 2 years, 2019 and 2020, the tax bill has been adjusted to the reflect the purchase price (see attached bill of sale) less depreciation. The boat is not operational and requires replacement of both engines at a cost of $35,000 to $40,000 and replacement of the canvas top at a cost of approximately $9,000 to $10,000 that was torn off during the last hurricane.

My request is that the 2021 tax bill be adjusted and the recurring billed value be adjusted to reflect the real value of the boat.

Glenn Williams



BEAUFORT COUNTY TAX COLLECTOR
PO BOX 633
WASHINGTON NC 27889-0160

10646343-27117-1 1 1 27117 1 AV 0.398 89

WILLIAMS, DAVID GLENN
PO BOX 2165
WASHINGTON NC 27889-2165

BEAUFORT COUNTY
TAX ADMINISTRATION
2021 PROPERTY TAX NOTICE

***** IMPORTANT *****
PLEASE READ FRONT AND BACK OF NOTICE CAREFULLY

5248PPTN 7/30/21 PMS 349, K 3.5

Payment may be made in person at:

Beaufort County Tax Collector
220 N. Market Street
Washington, NC 27889

Hours: 8:00 am - 5:00 pm
Web Address: www.co.beaufort.nc.us

BILL NUMBER	REID NUMBER	TAX YEAR	BILL DATE	ACRES/LOTS
9536637		2021	08/05/2021	

LOCATION	DESCRIPTION	PIN #
201 W MAIN ST UNINCORPORATED	1994 TROJAN EXPRESS 370	

REAL VALUE	PERSONAL VALUE	EXCLUSION/EXEMPTION	DEFERMENT	BILLED VALUE
0	57,058	0/0	0	57,058

DESCRIPTION	TAX RATE	AMOUNT
COUNTY TAX	0.6250	356.61
CITY OF WASHINGTON TAX	0.5300	302.41
TOTAL		659.02

COPY

Current Year Taxes Due If Paid By January 5, 2022	$659.02

Tax Related Questions:

Collections: 252-946-2922

Assessor: 252-946-7981

Drainage: 252-946-2922

For Credit Card payment by phone: 1-866-603-7441

Interest Begins on January 6, 2022.

Prior years taxes are NOT included on this bill.

Detach and Retain This Portion For Your Records

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

YEAR	2021	Current Year Taxes Due If Paid By January 5, 2022	$659.02
REID NUMBER			
BILL NUMBER	9536637		

Pay with your smartphone
Search Papaya Payments in the App Store or pay online at www.ppaya.com/pay

MAKE CHECK PAYABLE AND REMIT TO:

TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN CORRECT ADDRESS BELOW.

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____

BEAUFORT COUNTY TAX COLLECTOR
PO BOX 6029
HERMITAGE PA 16148-1029

WILLIAMS, DAVID GLENN
PO BOX 2165
WASHINGTON NC 27889-2165

00000659022202120210000009536637 4

Backwater Marine & Auto Inc.

"Specializing in Quality New and Pre-Owned Boats"

2020 NW 1st Pl Cape Coral, Fl 33993

Serving Christ First

In this contract the words I, ME and MY refer to the Buyer and Co-Buyer signing this contract. The words YOU and YOUR refer to the Retailer. Subject to the terms and conditions on both sides of this agreement you agree to sell and I agree to purchase the following described unit. STOCK #:

BUYER(S)	HOME PHONE	BUSINESS PHONE	DATE OF ORDER
D. Glenn Williams			6-27-16

ADDRESS	CITY	COUNTY	STATE	ZIP	SALESPERSON	COLOR
P.O. Box 2165	Washington		NC	27889		

MAKE OF BOAT: 1994 Trojan	MODEL & SIZE: 370 Express	SERIAL NO.: CDRT1048C494	☐ NEW ☒ USED	$ 25,000	—
MAKE OF MOTOR 1: Mercruiser	MODEL & SIZE: 502	SERIAL NO.	☐ NEW ☒ USED	$	
MAKE OF MOTOR 2: Mercruiser	MODEL & SIZE: 502	SERIAL NO.	☐ NEW ☒ USED	$	
MAKE OF MOTOR 3	MODEL & SIZE	SERIAL NO.	☐ NEW ☐ USED	$	
MAKE OF TRAILER	MODEL	SERIAL NO.	☐ NEW ☐ USED	$	

OPTIONS			
		TOTAL PURCHASE ABOVE	$ 25,000 —
		COAST GUARD KIT $200 - $277 - $366	$
		ADD ON OPTIONS	$
		EXT. SERVICE CONTRACT ____ MOS.	$
		RIGGING	$
		FACTORY FREIGHT	$
		ADMINISTRATIVE FEE	$ 395 00
		CASH PURCHASE PRICE	$ 25,395 —
		TRADE-IN ALLOWANCE	$ ( )
		TAXABLE SALE	$
		STATE SALES TAX	$
		COUNTY SALES TAX	$
		TOTAL TAXABLE SALE	$
		$1.00 PER TIRE FL TIRE FEE	$
		$1.50 PER BATTERY FL BATTERY FEE	$
		STATE REGISTRATION/TITLE	$ ~~99.00~~
		TOTAL CASH SALE	$ 25,395 —
		LESS DEPOSIT WITH ORDER (CK#)	$ ( )
		BALANCE DUE	$
		TRADE-IN DEBT TO BE PAID BY CUSTOMER	$
		$28.00 PER ENG. FILING FEE - UCCI	$
		STATE OF FLORIDA DOC. STAMPS	$
		GAP COVERAGE	$
		SUBTOTAL	$
		ADDITIONAL DEPOSIT(S) ( )	$
		TOTAL DUE UPON DELIVERY ( )	$

DEPOSITS ON ORDER BOATS ARE NON-REFUNDABLE

OTHER TERMS OR CONDITIONS OF SALE

ALL USED BOATS ARE SOLD TO ME "AS IS" AND I ACCEPT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT AND THAT I DID USE MY OWN JUDGEMENT AND INSPECTION.

DESCRIPTION OF TRADE-IN

BOAT	YEAR	MODEL	SERIAL #
MOTOR	YEAR	H.P	SERIAL #
TRAILER	YEAR		SERIAL #
AMOUNT OWING (APPROX.) $		TO WHOM	
TOTAL TRADE-IN ALLOWANCE $			

*ADMINISTRATION FEE REPRESENTS PROFITS TO THE SELLING DEALER COLLECTED TO COVER ESTIMATED COSTS INCURRED FOR THE PREPARATION AND MAINTENANCE OF DOCUMENTS AND RECORDS RELATIVE TO THE AGREEMENT.

YOU AND I UNDERSTAND THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS AND ADJUSTMENTS CONCERNING CHANGES IN THE NET PAYOFF OF MY TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT. (See par. #3 and 12 on the back of this agreement.)

You and I certify that the additional items and conditions printed on the other side of this contract are agreed to as a part of this agreement, the same as if printed above the signatures. My trade-in is free from all liens or encumbrances whatsoever, except as I have indicated herein.

Dorcas Mulconrey RETAILER

Not Valid Unless Signed and Accepted by an Officer of the Company

BY: _____

Approved subject to acceptance of financing by bank or finance company.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.

Title to the above units shall pass to the Buyer when payment for the equipment has been made in full. (See par. #2 on the back of this agreement.) BUYER ALSO AGREES THAT THE BALANCE WILL BE PAID BY ☐ CASH, ☐ CERTIFIED CHECK, OR BY THE EXECUTION OF A ☐ RETAIL INSTALLMENT CONTRACT.

SIGNED: _____ BUYER(S)

SIGNED: _____ BUYER(S)

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Topic: Item for Decision

Presenter: Salter, Lloyd, Tax Assessor

Agenda Title: Resolution for 2025 County Wide Revaluation

Summary of Information: The Tax Assessors office is asking the Board to approve the attached resolution entitled "Resolution for Reappraisals". The resolution will change the next revaluation to January 1, 2025, and change the schedule from an 8-year span to 6 years thereafter.

Submitter Recommendations/Motions: Staff recommends approving the attached resolution entitled "Resolution for Reappraisals".

Attachments:

Resolution for Reappraisals

WHEREAS, Beaufort County completed and implemented the most recent octennial revaluation of real property as of January 1, 2018; and

WHEREAS, Beaufort County desires to conduct a reappraisal of real property earlier than required by NCGS 105-286, to be effective as of January 1, 2025, and to perform subsequent reappraisals every six years thereafter unless changed by a subsequent resolution by the Beaufort County Board of Commissioners; and

NOW, THEREFORE IT BE RESOLVED by the Beaufort County Board of the Commissioners (the board) that in the annual budget ordinance for fiscal year 2022-2023 the board shall include in the fund established for reappraisal an appropriation for any changes needed to modify the fund based on the shortening of the reappraisal cycle and is necessary to continue and assure the completion of the proposed 2025 reappraisal on schedule; and

BE IT FURTHER RESOLVED that when the budget for each succeeding fiscal year is in preparation, the County Manager and Tax Assessor shall review the progress of the reappraisal work, and the Board shall appropriate the apportioned funds for reappraisal work during the year as may be necessary to continue the reappraisal work and assure the completion of the reappraisal work on schedule; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded promptly by the Clerk to the Board to the North Carolina Department of Revenue, Property Tax division as required by G.S. 105-286

Adopted this the 7th day of February, 2022.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioner

_____
Kathleen Mosher, Clerk to the Board
Beaufort County

Beaufort County
Agenda Abstract

Meeting Date: 5:30 PM February 7, 2022

Agenda Section: Item for Decision

Presenter: Martyn Johnson, Economic Development Director

Agenda Title: Incentive to locate Project Oak 60,000 sq. ft. facility, $4,500,000 investment and 50 jobs in Beaufort County, NC.

Summary of Information: Subject to NC General Statute § 158-7.1 Project Oak has requested WBCIP lots 5668-70-7228 and 5668-70-1037 (aerial below) be provided so they can establish a 60,000 sq. ft. manufacturing facility, invest $4,500,000 and create 50 jobs in Beaufort County, NC. Project Oak will manufacture metal air filtration equipment designed to remove and control airborne particulates and gaseous contaminants in medical, industrial, cleanroom, and nuclear power applications. This project will add to the already large air filtration industry cluster in Beaufort County, NC.

It is estimated the property tax revenue paid to the County and City will pay for the lots priced at $15,000 per acre within 4 years. (See the attached Project Oak Investment Scenario spreadsheet) Project Oak is stating the project is competitive in that they could locate the project in other associated sites in NC or in other states.

Project Oak currently has an outstanding Building Renovation Reuse Grant in the amount of $203,398 for which the company has to create 21 jobs at $9,685.63 per job. The company is requesting from the State a 6th extension on this grant due to COVID or that the old project be rolled into the new Project Oak thus creating the outstanding jobs.

Grant: The granting of the land will require the company to meet its capital investment and job creation goals in the industry it defined. If the investment and jobs are not created within 3 years as described by Project Oak, the land must be returned to the County and City. Additionally, documentation will state

that if Project Oak fails to meet its Building Renovation Reuse Grant the company or its owners must reimburse the granting agency or the County the proportional amount of the grant owed.

Inter-Governments Agreement: Subject to NC General Statute 160A-461, to increase the efficiency and reduce the costs associated with government operations the City of Washington will request Beaufort County act as the agent for the city in the paperwork involved in the granting of land to Project Oak. The City of Washington will however make its own determination if the land should be granted to Project Oak.

NC General Statute 160A-461 authorizes such interlocal cooperation between units of local government and provides that units may enter into contracts or agreements with each other in order to execute any undertaking. The statute requires that contracts and agreements be of reasonable duration, as determined by the participating units, and that they be ratified by resolution of the governing board of each unit and referenced in its minutes.

Public Benefits: As stated, the public benefits derived from this land grant are an increase in the tax base and the creation of new jobs in Beaufort County, NC.

Alternatives: Maintain the WBCIP land under public ownership and forego the increased tax base and the creation of new jobs in Beaufort County, NC.

Fiscal Impact: It is estimated the property tax revenue paid to the County and City will pay for the lots priced at $15,000 per acre within 4 years. (See the attached Project Oak Investment Scenario spreadsheet) The City and County will also derive revenue from the purchase of building materials and the expenditures of the 50 employee jobs to be created which NC General Statute § 158-7.1 require to be paid on average at or above the average Beaufort County, NC wage rate of $19.35 per hour/ $40,255 per annum.

Submitter Recommendations/Motions: The staff recommend subject to NC General Statute § 158-7.1 the County Commissioners request the County Manager, County Attorney, County Accessor and County Economic Developer draw up the necessary documentation for the granting of land to Project Oak plus the documentation for the resolution of the outstanding Building Renovation Reuse Grant then both be brought back to the County Commissioners for a public hearing and final approval.

Attachments:

1. Project Oak County and City Property Tax Revenue for Year 0 through Year 5.

Project Oak Investment Scenario 01-25-22

		Years	Year 1	Year 2	Year 3	Year 4	Year 5
Depreciation	Misc. Manu. Equipment Life	12	92%	85%	79%	71%	62%

County & City Project Oak Property Tax Estimates							
Year	New Investment	Value	Year 1	Year 2	Year 3	Year 4	Year 5
1	60,000 sq. ft. Building *	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000
	Raw Land $15,000/Acre 12.53 Acres	$187,950					
	Improved Land $22,500/Acre 12.53 Acres		$281,925	$281,925	$281,925	$281,925	$281,925
	Equipment	$2,000,000	$1,840,000	$1,700,000	$1,580,000	$1,420,000	$1,240,000
2	Building Up Fit *	$0		$0	$0	$0	$0
	Equipment - clean room	$0		$0	$0	$0	$0
3	Building Up Fit *	$0			$0	$0	$0
	Equipment	$0			$0	$0	$0
4	Building Up Fit *	$0				$0	$0
	Equipment	$0				$0	$0
5	Building Up Fit *	$0					$0
	Equipment	$0					$0
	Total Investment	$4,687,950	$4,621,925	$4,481,925	$4,361,925	$4,201,925	$4,021,925
	County Tax Rate		0.635%	0.635%	0.635%	0.635%	0.635%
	County Taxes		$29,349.22	$28,460.22	$27,698.22	$26,682.22	$25,539.22
	City Tax Rate		0.530%	0.530%	0.530%	0.530%	0.530%
	City Taxes		$24,496.20	$23,754.20	$23,118.20	$22,270.20	$21,316.20
	Total County & City Taxes		$53,845.43	$52,214.43	$50,816.43	$48,952.43	$46,855.43
	Cumulaitve C&C Taxes		$53,845.43	$106,059.85	$156,876.28	$205,828.71	$252,684.13
	Balance (Raw Land - Property Taxes)		($134,104.57)	($81,890.15)	($31,073.72)	$17,878.71	$64,734.13

** Built or caused to be built*

360

Beaufort County
Agenda Abstract

Meeting Date:

Agenda Section: Item for Decision

Presenter: Martyn Johnson, Economic Development Director

Agenda Title: Project River Breeze/Pamlico Air CDBG- Building Reuse grant #20-E-3600 de-obligation

Summary of Information: Community Development Block Grant Building Reuse (CDBG-BR) grant #20-E-3600 was granted by the NC Rural Infrastructure Authority to allow Clean Aire dba Pamlico Air to up fit the Industry Ready Building (see attached history) to create a High Purity Division air filter manufacturing facility. The CDBG- Building Reuse grant #20-E-3600 needs to be de-obligated as the ownership of Pamlico Air has change to include Mann Hummel changing the need for the facility. Thus, the building was sold to another company before any work was started, and no grant funds were drawn down.

In the CDBG-BR grant Pamlico Air had committed to hiring 33 full time jobs in its application for a $400,000 grant. Over 2 years Pamlico Air propose to invest $467,200 in renovations and $950,000 in equipment for a total private investment of $1,417,200.

Alternatives: None

Fiscal Impact: None

Submitter Recommendations/Motions: Staff requests the County Commissioners adopt a resolution to de-obligated the CDBG- Building Reuse grant #20-E-3600.

Attachments: Request to Apply for Project River Breeze/Pamlico Air CDBG- Building Reuse grant #20-E-3600

IRB ED Assets Presentation

Beaufort County Agenda Abstract
Meeting: November 2, 2020 5:30 PM

Agenda Section: Item for Decision

Agenda Title: Project River Breeze/Pamlico Air Beaufort County Community Development Block Grant Program Building Reuse grant application

Presenter: Kevin Richards, ED Director MEC
Martyn Johnson, Director BCED

Summary of Information: Community Development Block Grant Building Reuse funds are available for renovation and up-fitting of industrial and commercial buildings for economic development purposes. The building reuse program is designed to return industrial/commercial buildings to economic use for new and/or expanding business and industry. The ultimate goal of the Building Reuse program is to provide jobs for low and moderate-income persons (LMI).

A local government applicant must propose a project in conjunction with a private for-profit business that proposes to restore a building to economic use resulting in the creation of permanent, full-time jobs by the project company. A job is considered full-time if the employee works at least 1,600 hours per year.

The Community Development Block Grant Building Reuse (CDBG-BR) grant will allow Clean Aire dba Pamlico Air to up fit an approximately 24,300 square foot building (Industry Ready Building) located on a 5.5 acre site at 720 Page Road in the Industrial Park in Washington to create a High Purity Division air filter manufacturing facility.

In the CDBG-BR grant Pamlico Air commits to hiring 33 full time jobs in applying for a $400,000 grant. Over 2 years they propose to invest $467,200 in renovations and $950,000 in equipment for a total private investment of $1,417,200.

The cost of the rehabilitation/renovation is estimated to be $867,200 with $400,000 or approximately 46% financed by the Community Development Block Grant for Building Reuse.

Other funding for the Pamlico Air Project River Breeze is described in the below table:

Pamlico Air - Project River Breeze	CDBG-BR	OneNC	County Performance Grant	City Performance Grant
Years	2	3	5	5
Total Investment	$1,817,200	$1,400,000	$3,050,000	$3,050,000
Jobs	33	29	43	43
Wage Rate	$38,008	$38,077	$39,651	$39,651
Incentive	$400,000	$120,000	$75,000	$65,000

Grant Safeguards

1) Grant funds will be allocated to hire Kevin Richards, Planning Economic Development & Community Services Director of the Mid-East Commission to administer the grant and oversee the distribution of grant funds in a manner that fulfills the grant agreement.

2) The grant agreement is designed by NCDOC with approval from US HUD to fully describe the purpose and rules of the grant.

3) As we have done previously, the County Manager, County Attorney and the County ED Director have created a legally binding commitment letter the business has sign stating that the business is fully liable for any costs or return of funds associated with the CDBG-BR grant.

4) Legally binding commitment letters the business will sign stating that the business is fully liable for the CDBG-BR grant.

5) The CDBG-BR grant requires that each party keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds, and fulfillment of the Agreement. In the case of Pamlico Air, Kevin Richards will keep the records for the County.

6) The funds are only paid on a reimbursement basis through Kevin Richards after approval by the County and the State to stop misappropriation of funds.

7) The grant agreement will be closed out after 24 months or with the achievement of the project. At that time, NCDOC will monitor/review Project Cannery for compliance and close-out the project.

8) Documents relating to the grant and the fulfillment of the Agreement must be maintained for a period of 4 years following the completion of all close-out procedures respecting the CDBG funds and the final settlement and conclusion of all issues arising out of the CDBG funds. Thus, the liability to the County for the Project River Breeze does not run forever.

While Beaufort County is liable for the CDBG-BR funds, the Legally Binding Commitment document will transfer that liability to the business. We will do everything in our power to avoid Beaufort County being held liable for any cost or reimbursement of funds associated with the Pamlico Air CDBG-BR grant.

Plan and Resolutions

The following plans & resolution are part of the CDBG-BR Program Manual and need to be approved:

- Citizen Participation
- Procurement
- Equal Opportunity
- Fair Housing
- Language Access Plan
- Section 3 Requirements
- Section 504 of the Rehabilitation Act of 1973
- Anti-displacement and Relocation Assistance Plan
- Resolution Form
- Legally Binding Commitment

Submitter Recommendations/Motions

Staff recommends the County Commissioners adopt the Project River Breeze/Pamlico Air Beaufort County CDBG Building Reuse grant application and all associated plans and documents to create 33 jobs and $1,417,200 private investment in Beaufort County, NC.

Industry Ready Building - a Valuable ED Asset

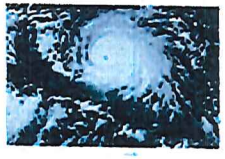
TEMPORARY WAREHOUSE SPACE TO MAINTAIN SALES AND PRODUCTION:

hampton art.

TW Medical

HURRICANE RELIEF:

Hurricane Dorian



Hurricane Florence

MARKETING TOOL:

Jobs Created To Date by Companies Enticed to Beaufort County, NC by the IRB: **230**

mjm yachts — 160 Jobs

CMD — 40 Jobs

IMT InterMarket Technology, Inc. — 20 Jobs

Recyclingbin.com™ Not Just Another Bucket™ — 10 Jobs

Industry Ready Building - a Valuable ED Asset

MARKETING TOOL:

Project Snow, a forklift truck wholesale and final assemble facility, will move into the IRB creating 10 jobs and investing $2,000,000.

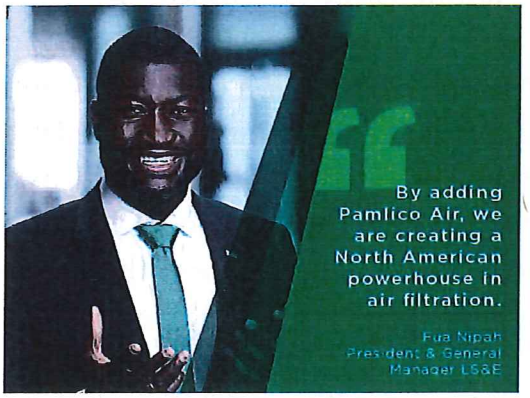
Project Oak is seeking a facility to produce air filtration equipment to locate in the WBCIP Lots 5668-70-7228 & 5668-70-137 between IMT & Oak Ridge Metal Works

Project Oak may build a 60,000 sq. ft. facility creating 50 jobs investing $4.5 M.

News & Press
January 28, 2022

MANN+HUMMEL Solidifies North American Presence with Full Acquisition of Pamlico Air

With the full acquisition of Pamlico Air, MANN+HUMMEL will accelerate the growth in the indoor air filtration market, one of the largest and fastest growing filtration segments. The subsidiaries Tri-Dim, Tri-Dim Hardy and now Pamlico Air combine forces to form the MANN+HUMMEL's Air Filtration Americas group.



Louisa, VA, January 28, 2022 – MANN+HUMMEL, a global filtration solutions provider, today announced the close of an agreement to acquire the remaining shares of Pamlico Air, resulting in 100 percent ownership of the company. Since March 2021, MANN+HUMMEL has been holding a majority share in Pamlico Air. Pamlico Air, a US manufacturer and provider of high-quality indoor air filtration products for mainly the retail and wholesale market, will complement the existing portfolio of MANN+HUMMEL's subsidiaries Tri-Dim, Tri-Dim Hardy, which focuses primarily on the commercial and industrial indoor air filtration aftermarket.

Under the umbrella of MANN+HUMMEL, Pamlico Air, with its state-of-the-art manufacturing facilities and presence across the US, will join Tri-Dim's rich 60+ year legacy and nationwide service network, along with Tri-Dim Hardy's strong Canadian sales and manufacturing footprint. Together, the three North American brands will form the Air Filtration Americas division for the Life Sciences & Environment segment of MANN+HUMMEL.

"With the vision to enable cleaner mobility, air, and water, MANN+HUMMEL has been actively expanding through both, acquisitions, and organic growth, in the air filtration market," said Fua Nipah, President & General Manager Life Sciences & Environment of MANN+HUMMEL. "With the acquisition of Tri-Dim in 2018, Hardy Filtration in 2019, and now with the full acquisition of Pamlico Air in 2022, we

have essentially created a North American powerhouse in air filtration, covering retail, wholesale and the commercial aftermarket in the region.

Harry Smith, former Pamlico Air CEO, will continue as Executive Director to guide the business, specifically managing the company's growth in the retail sector. Shawn Windley, an industry veteran of over 25 years, will lead the united team as President, MANN+HUMMEL Air Filtration Americas.

"With the integration of North American air filtration leaders of Tri-Dim, Tri-Dim Hardy and Pamlico Air, MANN+HUMMEL brings more locations, more sales representation and even greater experience to the field, all backed by the financial strength and global footprint of MANN+HUMMEL. We couldn't be more excited about the future in this market," says Shawn Windley, President of MANN+HUMMEL's Air Filtration Americas.

Both teams will be exhibiting at the AHR Expo in Las Vegas from January 31 through February 2. "If you are at the AHR Expo, we encourage you to visit us at booth N7706 and N10613 to see where the future of air filtration begins!" continued Windley.

Contact person
Sara Longardner
Communications Manager
sara.longardner@mann-hummel.com
+1 (419) 215 - 7168

MANN+HUMMEL
Schwieberdinger Straße 126
71636 Ludwigsburg
Phone: +49 7141 98-0
Fax: +49 7141 98-2545

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Discussion

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Finance Report

Summary of Information: The County Finance Officer will present financial information to the Board of Commissioners.

Submitter Recommendations/Motions: Information only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Decision

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Aurora Industrial Park Interlocal Loan Agreement - Budget Amendment

Summary of Information: At the March 9, 2020, Board of Commissioner's meeting, the Board voted 6-0 (Deatherage abstained) to approve an Interlocal Loan Agreement with the Town of Aurora in which a loan in the amount of $450,000 would be made from the County to the Town for a period of 59 months at a rate of 1.67% once the terms of the contract had been fulfilled for release of the loan payment.

Although these funds are a loan, from a budgetary standpoint, $450,000 must be budgeted in order to make the loan payment to the Town of Aurora. The attached Budget Amendment appropriates general fund balance and transfers it to a multi-year project fund where the money will remain until the contract requirements have been satisfied to release the loan payment to the Town of Aurora.

Submitter Recommendations/Motions: Adopt a Budget Amendment appropriating $450,000 to provide funds for loan payment to Town of Aurora.

Attachments:
-Budget Amendment

Beaufort County
Finance

Budget Amendment Request

Department: General Fund & Economic Dev Fund **Date of Request:** 02-07-22

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Appropriated Fund Balance	450,000	
10-9800-598034	Transfer to Fund 34-EDC	450,000	
34-3727-439810	Transfer from Genearl Fund	450,000	
34-4933-565001	Town of Aurora -Loan	450,000	

Department Justification:

Appropriating $450,000 of General Fund Balance to transfer to Economic Development Project Fund to make payment to Town of Aurora as stated in the Inter Local Loan Agreement approved at the March 9, 2020 Board meeting.

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

County Position No. _____

State Position No. _____

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

Beaufort County
Agenda Abstract

Meeting Date: February 7, 2022

Agenda Section Item for Decision

Presenter: Anita Radcliffe, Finance Director

Agenda Title: Budget Amendment - Health Insurance

Summary of Information: The 2022 calendar year rates for the State Health Plan have been set with the signing of SL 2021-180 in November 2021. The below chart shows the County's share of the health insurance premiums for the past 4 years, the current 2022 plan year, and the anticipated rate for the year 2023.

FY Ended	Employer Premium	Percentage Increase
2018	$5,867	
2019	$6,104	4%
2020	$6,309	3.4%
2021	$6,326	.3%
2022	$7,019	10.6%
2023	$7,397	5.4%
		23.7% total % increase
		4.74% average increase over 5 years

In additon to the County portion of the employer premium, each County employee contributes toward their employee health insurance coverage in the amount of either $600 or $300 annually depending on whether the employee chooses the 80/20 or 70/30 plan. Employees pay 100% of spouse and dependent/child coverage.

During the FY 21/22 budgeting process, the County share of annual premiums were budgeted at $6,577. Althouogh this amount was adequate to cover the actual premium for the first 6 months of the budget year, a Budget Amendment in the amount of $120,8292 is necessary to cover the premium increase for the last half of the fiscal year.

Submitter Recommendations/Motions: Approve the attached Budget Amendment.

Beaufort County
Finance

Budget Amendment Request

Department: Finance

Date of Request: February 7, 2022

FY Budget: 2021/2022

Journal Reference Number:

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0150-423100	SALES TAX	$109,500	
10-4110-512800	BOARD SALARY	4,532	
10-4110-518100	FICA	281	
10-4110-518400	MEDICARE	66	
10-4110-518300	HOSPITALIZATION-EMPLOYEE	569	
10-4120-518300	HOSPITALIZATION-EMPLOYEE	2,276	
10-4130-518300	HOSPITALIZATION-EMPLOYEE	2,940	
10-4132-518300	HOSPITALIZATION-EMPLOYEE	1,707	
10-4142-518300	HOSPITALIZATION-EMPLOYEE	1,844	
10-4146-518300	HOSPITALIZATION-EMPLOYEE	2,245	
10-4170-518300	HOSPITALIZATION-EMPLOYEE	1,728	
10-4180-518300	HOSPITALIZATION-EMPLOYEE	2,845	
10-4320-518300	HOSPITALIZATION-EMPLOYEE	8,906	
10-4325-518300	HOSPITALIZATION-EMPLOYEE	3,603	
10-4330-518300	HOSPITALIZATION-EMPLOYEE	2,276	
10-4380-518300	HOSPITALIZATION-EMPLOYEE	710	
10-4390-518300	HOSPITALIZATION-EMPLOYEE	4,068	
10-4900-518300	HOSPITALIZATION-EMPLOYEE	1,709	
10-4920-518300	HOSPITALIZATION-EMPLOYEE	94	
10-4960-518300	HOSPITALIZATION-EMPLOYEE	1,138	
10-5110-518300	HOSPITALIZATION-EMPLOYEE	14,174	
10-5120-518300	HOSPITALIZATION-EMPLOYEE	10,489	
10-5166-518300	HOSPITALIZATION-EMPLOYEE	2,777	
10-5310-518300	HOSPITALIZATION-EMPLOYEE	37,499	
10-5820-518300	HOSPITALIZATION-EMPLOYEE	1,024	

60-3713-499100	APPROPRIATED FUND BALANCE	$11,089	
60-7130-518300	HOSPITALIZATION-EMPLOYEE	$11,089	
81-3990-499100	APPROPRIATED FUND BALANCE	$303	
81-4720-518300	HOSPITALIZATION-EMPLOYEE	$303	

Department Justification: To appropriate GF sales tax revenue and Water and Solid Waste fund balance to cover the increase in the SHP Health Insurance premium.

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 transfers between Personal Services, Operating & Capital account	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

Employer Rate Information

North Carolina State Health Plan
FOR TEACHERS AND STATE EMPLOYEES
A Division of the Department of State Treasurer

Dale R. Folwell, CPA
STATE TREASURER OF NORTH CAROLINA

Employer Contribution Rate Considerations

Executive Summary

The delayed budget from the 2021 long session has created several challenges:

- The continuation budget, based on a rate that was already well below State Health Plan (Plan) trend, provided inadequate funding for July – December 2021
- The enacted budget sought to rectify not only the previous trend shortfall but also to provide an adequate rate for the biennium in the first year
- The Plan set the employer rates per the enacted budget
- Given the timing of the budget passage in mid November, it was not possible to invoice employing units for the January premium $647.86 per member per month (PMPM) since those invoices begin production the first week of December thus creating an employer premium shortfall of $115.50 (PMPM)
- The February premium invoices, which begin to produce the first week of January, will make up the premium shortfall by including a retro premium adjustment of $115.50 for the January enrollment and the $647.86 premium for February enrollment
- The March premium invoices, which begin production on February 1, will be the consistent employer premium for the rest of the 2022 Plan year
- The 2023 employer premiums will be $584.96 PMPM

Please find details on the attached slides.

Employer Contribution Rate Considerations

Claims Costs:

- The State Health Plan (Plan) health care cost trend has been increasing at rates that are unsustainable and despite the Department's best efforts to work with providers to lower their rates, rate increases continue to rise. (See HB 184 from 2019, which explicitly attempted and effectively succeeded at blocking the Plan from lowering costs).
- Medical and Pharmacy Claims comprise > 90% of State Health Plan Expenses and have increased 6.7% in 2019 and 4.3% in 2020. The Plan expects the increase in 2021 to be elevated due to the delayed procedures and missing routine examinations in 2020.

Contribution Shortfall:

- In summer 2019, the NCGA passed a one-time General Fund budget machination that resulted in FY 2020 premiums increasing less than 4.0% with the expectation that this decrease would be made up in FY 2021.
- In spring 2020, the NCGA passed legislation reducing FY 2021 premiums to a slight increase of 0.3%, which is down from the 5.4% increase detailed in S.L. 2019-209.
- The NCGA made up for these deficits by increasing rates in FY 2022 on top of the expected "normal" growth in costs with a total increase of 11.0%.

FY to CY Conversion:

- In 2014, the Plan transitioned its "plan year" from matching the state's fiscal year (FY) to a calendar year (CY) basis. This was necessary in order to align open enrollments better with Medicare and Affordable Care Act (ACA), etc. Unfortunately, the decreases in the contributions from 2020 to 2021 reduces the flexibility of the plan to smooth out increases.
- The FY v. CY issue also impacts the total rate changes discussed above and is why the new rates seem out of line, which is not the case. Plan premiums are paid a month in advance, and the charges must match the budget caps on a FY basis, not a CY basis. Once the Plan sets CY employer rates, they cannot be changed, even if there is a budget change, until the next CY.

Employer Contribution Rate Considerations

Legislation	Fiscal Year End	FYE Annual Non-Medicare Contribution	Calendar Year	Monthly Non-Medicare Contribution Rate	$ Change	% Change
SL 2017-57	2018	5,867	2018	498.68		
SL 2017-57	2019	6,104	2019	518.64	19.96	4.0%
SL 2019-209	2020	6,309	2020	532.36	13.72	2.6%
SL 2020-45	2021	6,326	2021	521.96	-10.40	-2.0%
SL 2021-180	2022	7,019*	2022	647.86	125.90	24.1%
SL 2021-180	2023	7,397*	2023	584.96	-62.90	-9.7%
					Total % Change	19.1%
						Over 5 years
						4% Avg. Change

*SL 2021-180 changed rates from Non-Medicare and Medicare to Active and Retiree.

CY 2022 Rates

- In August 2021, the State Health Plan Board of Trustees approved Employer rates following OSBM Continuing Budget Guidance Letter.
  - $532.36
- In November 2021, the governor signed SL 2021-180 modifying the rate limit for Employers.
  - $647.86
  - The State Health Plan Board of Trustees adopted the current rates in December 2021.
- The lateness of the budget prevented the updated rates from being programmed into necessary systems for the December payroll (paying for January coverage) and therefore defaulted to what was adopted in August ($532.36).
- The employer rates being paid for 2022 coverage will have to change three months in a row until stable in March.
  - $ 532.36 per person in December for January,
  - $ 763.36 in January for February, and
  - $ 647.86 for the following months of 2022.

North Carolina State Health Plan for Teachers and State Employees
A Division of the Department of State Treasurer

Dale R. Folwell, CPA

Employer Contribution Rates Demonstration

Fiscal Year 2021-22

PAY PERIOD	COVERAGE PERIOD	Actives Projected	Actives Actual	Difference
Jun 21	Jul 21	521.96	521.96	
Jul 21	Aug 21	521.96	521.96	
Aug 21	Sep 21	521.96	521.96	
Sep 21	Oct 21	521.96	521.96	
Oct 21	Nov 21	521.96	521.96	
Nov 21	Dec 21	521.96	521.96	
Dec 21	Jan 22	647.86	532.36	-115.50
Jan 22	Feb 22	647.86	763.36	115.50
Feb 22	Mar 22	647.86	647.86	
Mar 22	Apr 22	647.86	647.86	
Apr 22	May 22	647.86	647.86	
May 22	Jun 22	647.86	647.86	
	FY 2022 Total	$7,018.92	$7,018.92	
	SL 2021-180 Limit:	$7,019.00		

Retro Payment TO SHP in January: $115.50

Already in Place
Approved in August, too late to change with new budget
Calculated in order to meet the SL 2021-180 Limit

Fiscal Year 2022-23

PAY PERIOD	COVERAGE PERIOD	Actives Projected
Jun 22	Jul 22	647.86
Jul 22	Aug 22	647.86
Aug 22	Sep 22	647.86
Sep 22	Oct 22	647.86
Oct 22	Nov 22	647.86
Nov 22	Dec 22	647.86
Dec 22	Jan 23	584.96
Jan 23	Feb 23	584.96
Feb 23	Mar 23	584.96
Mar 23	Apr 23	584.96
Apr 23	May 23	584.96
May 23	Jun 23	584.96
	FY 2023 Total	$7,396.92
	SL 2021-180 Limit:	$7,397.00

North Carolina State Health Plan for Teachers and State Employees
A Division of the Department of State Treasurer

Dale R. Folwell, CPA

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Communications Director

Summary of Information: At the Planning Retreat, the Board considered and discussed a Communications Director position. In general, the position would do the following:

- Direct both internal and external communication programs and strategies
- Serve as central source of information about the County and as the official channel of communication between the County and the public
- Develop and manage the production and hosting of the County's government access television programming
- Record and produce County Board meetings and other meetings/events
- Produce, edit, and publish content for the County website and other social media accounts
- Promote and market County events, meetings, and other important happenings via digital and print media
- Oversee the production of County publications including informational booklets, posters, flyers, etc.
- Coordinate the dissemination of information to the public and media during emergency events
- Establish and maintain positive working relationships with local news media and serve as the liaison between County management and the media

It is anticipated that the position will be a grade 72 ($51,982-$83,171) or a grade 73 ($54,321-$86,914) depending on the findings of the human resources consultant.

After discussion at the planning retreat, the Board asked that this item be placed on the next agenda to consider if it would move forward to review by the human resources consultant.

Submitter Recommendations/Motions: Approve having the Human Resources consultant create a job description for a Communications Director and establish a salary grade for the position.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Courthouse Security Agreement Renewal

Summary of Information: At a regular meeting on January 3, 2022, the Board was presented a 3-year renewal agreement with AlliedUniversal for courthouse security. A copy of the agreement is attached. The agreement requested an increase in the hourly rate for 4 security officers and 1 site supervisor. The new annual rate for M-F 8-hour coverage under this agreement is $171,891. This is an increase of $22,652 from the current agreement ($149,239).

The Board reviewed the request and asked that it be discussed at the Planning Retreat held on January 27 and 28.

At the Planning Retreat several alternatives were discussed and are listed below. Anticipated savings/costs are based on changes from the current annual agreement of $149,239.

Alternatives:
1. End use of courthouse security services. Annual savings of $149,239.

2. Increase coverage to all armed officers. Increase annual cost by $117,916. Annual total cost $267,155.

3. Use hybrid coverage with armed site supervisor only. Increase annual cost by $35,505. Annual total cost of $184,744.

4. Fund 4 deputy positions to provide coverage. Increase annual cost by $70,761. Annual total cost of $220,000.

Submitter Recommendations/Motions: No recommendation from staff.

SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain states

FULL LEGAL NAME OF CLIENT ("Client"): Beaufort County Courthouse

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, **General Terms and Conditions** and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: Beaufort County Courthouse

By: _____
Name: _____
Title: _____
Address for Notices:

_____
Fax: _____

UNIVERSAL PROTECTION SERVICE, LP d/b/a
Allied Universal Security Services

By: _____
Name: _____
Title: _____
Address for Notices:

_____
Fax: _____

GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of three (3) years beginning on January 1, 2022 ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client via Allied Universal's current submission method within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) three percent (3%). Allied Universal will invoice Client on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

A. Scope of Services

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not provided any consultation services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.
2. Client may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute non-performance by Allied Universal of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).
3. The purpose of any inspection at Client's location(s) by Allied Universal is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.

B. Independent Contractor / Personnel

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, including but not limited to requiring Allied Universal personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Client will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with Client requested additional training at the costs set forth in Exhibit B.
3. Allied Universal shall provide uniforms for all assigned personnel. Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Client will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.
4. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.

5. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity, civil rights and other employment laws/regulations. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

6. Client acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

C. Billing

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Client agrees to pay, or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.

4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the applicable provincial, federal or local statutes and/or regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

D. Physical and Intellectual Property

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Client further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client and Client's personnel will have no proprietary interest in the Work Product. Client acknowledges that it will not share such Work Product with any third party and any Work Product in Client's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance and Indemnification

1. Allied Universal shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Client's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars ($1,000,000.00). Such insurance will be primary for any loss or damage occurring to Client vehicles operated by Allied Universal employees in performance of the Services, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Allied Universal to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client; and/or (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Allied Universal's obligations under this paragraph shall not extend to first party losses sustained by Client, or other benefits or insurance

provided by Client to its employees, including but not limited to medical, disability, and workers compensation benefits.

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal, such amounts to be inclusive of any defense costs.

7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to directions and requests in Section B.1 and Section B.5); b) occur during Legally Mandated Coverage Break(s); and/or c) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Allied Universal unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

F. Compliance with Laws

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that its sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

G. Miscellaneous

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall by governed by the laws of the state or province wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Client's termination of this Agreement.

9. Either party may assign this Agreement to an affiliate, meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to

Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Client are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party

14. Client acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods or other breaks as required by applicable law, during which time security professionals must be relieved of all duties, including without limitation to the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during such time that security professionals are on Legally Mandated Break Periods and Client has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s)").

15. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G.

EXHIBIT "A"

to Agreement Between

Allied Universal
and
Beaufort County Courthouse

LOCATIONS FOR SECURITY SERVICES PROVIDED BY
Allied Universal
4600 Marriott Dr Suite 510, Raleigh NC 27612
Phone 919-787-0749
Fax 919-571-8561

Location	**Specify for each location: Armed Unarmed**	**Schedule of Coverage**	**Hours**
1. 112 W 2nd St Washington, Nc 27889	Unarmed	Monday – Friday 8am – 5pm	200
2.			
3.			

Description of Services:

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The security professional creating the report will be available to explain the incident report during their shift.
- The security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in a writing signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed herein.

EXHIBIT "B"

to Agreement Between

Allied Universal
and

Beaufort County Courthouse

BILLING RATES

The initial Billing Rates for the Services shall be as follows:

For Location 1:	**Unarmed**	
Security Professional Regular Rate	$__15.99 per hour	
Security Professional Overtime* Rate	$___23.99 per hour	
Security Professional Holiday Rate	$___23.99 per hour	
Supervisor Regular Rate	$___18.68 per hour	
Supervisor Overtime* Rate	$__28.02 per hour	
Supervisor Holiday Rate	$__28.02 per hour	

Additional Notes:

> Mutually agreed-upon merit increases will result in a Bill Rate increase.

* *Requested Overtime*: With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." the additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

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1. ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS. Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or by applicable collective bargaining agreement.
3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.
4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: $125.00 per hour, for director or manager and $65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this Agreement.
5. Should Client require Allied Universal to provide uninterrupted Services during Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.

6. Client understands and agrees that by ordering and receiving the HELIAUS Technology Platform which may include all or some of the HELIAUS Mobile and HELIAUS Portal components (the "HELIAUS Services") from Allied Universal, Client agrees to the HELIAUS Software-as-a-Service (SaaS) Terms in full ("the HELIAUS Terms"), and same shall solely govern the provision of the HELIAUS Services; provided, however, the invoicing, payment, and billing terms for the HELIAUS Services shall be governed by this Agreement. The Parties acknowledge and agree that the HELIAUS Services are otherwise separate and distinct from the Services under this Agreement, and that any use or non-use of the HELIAUS Services shall not expand the Allied Universal scope of Services and/or liability hereunder. The HELIAUS Terms may be found at www.aus.com/service-terms and by signing the Agreement Client acknowledges receipt and agrees to the HELIAUS Terms. "HELIAUS" is a service mark of Allied Universal.

Beaufort County
Agenda Abstract

Meeting Date: 11/1/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Richardson

Agenda Title: Sheriff Office Staffing

Summary of Information: Commissioner Richardson would like a report on staffing in the Sheriff's Office regarding vacancies with job titles.

Beaufort County Sheriff's Office Current Vacancies - February 1, 2022

Position	Description	Group/BU	Location Desc
431017	DEPUTY SHERIFF CORPORAL	FULL	SHERIFF
431026	DEPUTY SHERIFF	FULL	SHERIFF
431072	DEPUTY SHERIFF	FULL	SHERIFF
431084	DEPUTY SHERIFF	FULL	SHERIFF
431093	DEPUTY SHERIFF SERGEANT	FULL	SHERIFF
431096	DEPUTY SHERIFF	FULL	SHERIFF
432003	DETENTION OFFICER	FULL	JAIL
432007	DETENTION OFFICER	FULL	JAIL
432008	DETENTION OFFICER	FULL	JAIL
432009	DETENTION OFFICER	FULL	JAIL
432015	DETENTION OFFICER	FULL	JAIL
432020	DETENTION SHIFT SUPERVISOR	FULL	JAIL
432023	DETENTION OFFICER	FULL	JAIL
432030	DETENTION OFFICER	FULL	JAIL
432505	TELECOMMUNICATOR	FULL	COMMUNICATIONS
432520	TELE COMM SHIFT SUP	FULL	COMMUNICATIONS

Submitter Recommendations/Motions: N/A

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Report on Ankle Bracelet Program

Summary of Information: Commissioner Richardson requested that a report be given on the ankle bracelet program which is to include who decides who is eligible, what is the procedure and why are there so few in currently in the program.

Submitter Recommendations/Motions: Information

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Dicsussion

Presenter: Commissioner Hood Richardson

Agenda Title: County Litigation Discussion

Summary of Information: Commissioner Richardson will give a report on the following:

1. Summary and status of ALL litigation involving the County. This includes named county employees, the Sheriff's Department, and all other departments. Request court dates for Sheriff lawsuits and judges' decisions filed during last three months.

2. Summary and status of ALL litigation involving the County. This includes named county employees, the Sheriff's Department, and all other departments. Request court dates for Sheriff lawsuits and judges' decisions filed during last three months.

3. Give report on the insurance pool and recent payouts.

Submitter Recommendations/Motions: Information only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Support Lawsuit Against Illegal Immigrants

Summary of Information: Commissioner Richardson would like the Board to consider filing an Amicus Curiae brief to support lawsuits against illegal immigration and the transportation of illegal immigrants inside U.S. boarders.

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

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Removal of Red Wolves in Beaufort County

Summary of Information: Commissioner Richardson would like the Board to consider a motion requesting the Federal Wildlife officials not place Red Wolves in Beaufort County and to remove those that are here.

Submitter Recommendations/Motions: Staff will follow the Board's directions.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Decision

Presenter: Commissioner Stan Deatherage

Agenda Title: Voter Integrity Resolution

Summary of Information: Commissioner Deatherage would like the Board to consider the attached resolution entitled "*Beaufort County Commissioners Are Resolved and Sworn to Demand, Without Fail, Voter Integrity in North Carolina, and All of its Counties".*

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

Attachments:

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Beaufort County Commissioners are Resolved and Sworn to Demand, Without Fail, Voter Integrity in North Carolina, and All of its Counties

Whereas, Beaufort County is a Body Politic of the State of North Carolina, whereby the Beaufort County Commissioners are sworn to govern, and therefore are legislated by the North Carolina General Assembly to enforce and provide the People: space and equipment to democratically poll the self-governed electorate of Beaufort County in each election; count their votes; and submit those correct tallies to the North Carolina State Board of Elections, and;

Whereas, North Carolina is constitutionally charged by the People of North Carolina, and the federal government of the United States of America to democratically, and legitimately elect our governing officials, our representatives by the laws passed by the North Carolina General Assembly, which is the process prescribed by our Founders fully within the dictates of the United States Constitution, as specified by: Article I, section 4; Article II, Section 1, the 12th Amendment; the 17th Amendment, and;

Whereas, there is currently a spurious political movement by the Democratic Socialist Left, of which the Biden /Harris Administration is acting as lead spokespeople, to confuse the unsophisticated within our electorate by conflating a disingenuous and dishonest understanding of Voting Rights in conjunction with Voting Integrity, and;

Whereas, there are no real Voting Rights issues of restriction in states as claimed by this aforementioned radical Democratic Socialist Left, where any future national "Voting Rights" legislation could become any remedy to what is their promotion of false defects to OUR national democratic process, and

Whereas, Beaufort County's commissioners are dedicated, with great resolve and commitment, to hold free and fair elections here in Beaufort County, to which they must publicly fund all necessary components of that process as is their purposeful part of the electoral process; thereby, in return, expect and demand complete and unbiased Voter Integrity in all 100 counties of North Carolina, therefore;

Let It Be Resolved, here today and forever, Beaufort County's commissioners understand that all elections must be fully democratic in purpose, while foundationally constitutional in that process, respecting both hallowed documents, one by our sovereign North Carolina and the other by OUR United States, where and how our democratic elections are conducted, whereby the rights of all American citizens are guaranteed by the utmost integrity in that process.

Let It Further Be Resolved, a copy of this resolution will be sent to all North Carolina county governments, the North Carolina State Board of Elections, the North Carolina DOJ, the governor of North Carolina, Beaufort County's representatives in the NC General Assembly, including the leadership, and, ultimately, the entire congressional delegation representing North Carolina.

Adopted this the 7th day of February, 2022.

Frankie Waters, Chairman
Beaufort County Board of Commissioner

Kathleen Mosher, Clerk to the Board
Beaufort County

Beaufort County
Agenda Abstract

Meeting Date: 2/7/2022

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Commissioners Comments

Summary of Information: During the June 7, 2021, Board of Commissioners meeting it was agreed that each Commissioner would be allowed two (2) minutes to speak at the end of each meeting.

Submitter Recommendations/Motions: N/A

Attachments: