

Beaufort County Board of Commissioners
Agenda for Monday, May 2, 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) Public Comments	4	5:40 PM
F) Legislative Updates for Elected Officials	5	5:45 PM
G) Item for Presentation – Commissioner Richardson		
1. Reducing Drug Use in Society and Sentencing Practices – Commissioner Richardson	6	5:50 PM
H) Items for Consent		5:55 PM
1. Budget Amendment, Health Dept – James Madson, Health Director	7	
2. LPN Salary Offer, Health Department – James Madson, Health Director	9	
3. JCPC Local Match for FY 22/23 – Brian Alligood, County Manager	10	
4. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor, Wyn Kinion, Tax Collector	12	
5. Surplus, Sheriff's Office – Lt. Kelly Cox, Sheriff's Office	18	
6. Memorial Day Celebration Fireworks Display, Bath, NC – Chris Newkirk, Emergency Services	19	
7. Budget Amendment, LIEP Supplement – Melanie Corpew, DSS Director	20	
8. Petition to Abandon Road – Robby Taylor, District Engineer, NCDOT	27	
9. DSS Board Reappointment – Beth Winstead, DSS	30	
10. Minutes Approval – Katie Mosher, Clerk to the Board	31	
I) Item for Decision – Emergency Services		
1. 3-Year Striker Stretcher Maintenance Contract – Jeff Hibbard, EMS Operations Chief	142	6:00 PM
J) Item for Decision – Tax Assessor's Office		
1. RFP Response for County Revaluation Services – Lloyd Salter, Tax Assessor	144	6:05 PM
K) Item for Decision – Public Works		
1. Award Contract for Yeatesville Collection Site Improvements – West Overman, Public Works	174	6:10 PM
L) Item for Discussion and Decision – Finance Office		
1. Finance Report – Anita Radcliffe, Finance Officer	225	6:15 PM
2. Audit Contract – FY 21/22 Annual Audit – Anita Radcliffe, Finance Officer	226	6:20 PM
M) Item for Decision – Clerk to the Board		
1. Voting Delegate – 2022 Annual NACo Conference – Katie Mosher, Clerk to the Board	243	6:25 PM
N) Item for Discussion – Commissioner John Rebholz		
1. Strategic Plan Update – Commissioner Rebholz	244	6:30 PM
O) Item for Discussion – Commissioner Stan Deatherage		
1. Immigration and Resettlement Projects – Commissioner Deatherage	245	6:35 PM
P) Commissioner Comments		6:40 PM



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

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: 5/2/2022

Presenter: 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: 5/2/2022

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: 5/2/2022

Agenda Section: Item for Presentation

Presenter: Commissioner Hood Richardson

Agenda Title: Reducing Drug Use in Society and Sentencing Practices

Summary of Information: Commissioner Richardson would like to hold a discussion about how to reduce the use of drugs in today's society. A representative will be here from the Beaufort County District Attorney's Office to discuss the sentencing process.

Submitter Recommendations/Motions: Discussion only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Budget Amendment – Health Dept

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

- \$721 Food & Lodging Funding

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

Attachments:

1. Health Department Budget Amendment 30

Budget Amendment Request

Date of Request: 05/02/22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-447520	EH Food & Lodging Performance Funds	\$721	
105180-526000	EH Office Supplies	\$175	
105180-526001	EH Field Supplies	\$546	

State Position No. _____

14/15



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health Department LPN Salary Offer

Summary of Information:

- Request to offer Practical Nurse I (LPN) position above the mid-point of the pay grade. This position is for the Jail Health Program at the Beaufort County Detention Center. The position has been vacant since October 2021 and very difficult to recruit qualified applicants due to a competitive job market for LPNs.
- A majority of Board members approved the request through email on April 13, 2022.
- Employment offer was made on April 20th and employee was hired effective April 21, 2022.

Submitter Recommendations/Motions: Staff recommend ratifying the request.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/3/2021

Agenda Section: Item for Consent

Presenter: Brian Alligood, County Manager

Agenda Title: Juvenile Crime Prevention Council (JCPC) Local Match for FY 22 - 23

Summary of Information: The N.C. Department of Public Safety (DPS) partners with JCPCs in each county to reduce and prevent juvenile crime. The Division of Adult Correction and Juvenile Justice allocates funding to councils annually and this funding is used to subsidize local programs and services. The funds require a 10% match by the County to be drawn down.

The JCPC funding committee has presented its recommendations and the JCPC has approved the proposed funding plan for County consideration. The DPS proposed funding is \$185,624. This requires a \$18,563 county cash match. Total funding for JCPC programs will be \$205,455 due to local in-kind funding of \$1,268 from the Mediation Center of Eastern Carolina.

Attached is a copy of the JCPC County Plan for FY 21-22. The Board has historically approved the local 10% match prior to the budget workshops for the new fiscal year.

Fiscal Impact: \$18,563 county cash match

Submitter Recommendations/Motions:

Submitter Recommendations/Motions: Approve the JCPC \$18,563 County cash match for the FY 22-23 budget.

Attachments:

1. JCPC FY 22-23 Funding Request

Beaufort County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 185,624 Local Match: \$ 19,831 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	4-H Character Education Program	\$3,364	\$336					\$3,700	9%
2	Becoming a Man	\$12,350	\$1,235					\$13,585	9%
3	Mediation Center of Eastern Carolina	\$10,000	\$1,000		\$1,268			\$12,268	18%
4	Helping Youth Pursue Excellence (H.Y.P.E.)	\$30,865	\$3,087					\$33,952	9%
5	Cornerstone Families Understanding Nurturing (FUN)	\$27,000	\$2,700					\$29,700	9%
6	Pamlico Pals	\$31,545	\$3,155					\$34,700	9%
7	Horizon	\$66,000	\$6,600					\$72,600	9%
8	JCPC Administration	\$4,500	\$450					\$4,950	9%
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$185,624	\$18,563		\$1,268			\$205,455	10%

The above plan was derived through a planning process by the Beaufort County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 22-23

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type ☐ initial plan ☐ update ☐ final

---DPS Use Only---

Reviewed by _____
 Area Consultant Date

Reviewed by _____
 Program Assistant Date

Verified by _____
 Designated State Office Staff Date

 Chairperson, Juvenile Crime Prevention Council (Date)

 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Topic: Item for Consent

Presenter: Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector

Agenda Title: Tax Office Refunds Over \$100

Summary of Information: Attached are the refunds requested by the Tax Assessors Office and the Tax Collectors Office that are over \$100.00.

Submitter Recommendations/Motions: Staff recommends approving the attached refunds over \$100.

Attachments:

1. April 1 - 21 NCVTS Refunds over \$100
2. Remaining March NCVTS Refunds over \$100



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 4/22/2022 8:29:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BLACKSTOCK, WARREN RICHARD	BLACKSTOCK, WARREN RICHARD		2325 FREDERICK RD	CHOCOWINITY, NC 27817	Proration	Refund Generated due to proration on Bill #0064252406-2021-2021-0000-01	Vehicle Sold	04/12/2022	G01	Tax	(\$223.00)	\$0.00	(\$223.00)
									C01	Tax	(\$283.66)	\$0.00	(\$283.66)
									C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
									F60	Tax	\$7.67	\$0.00	\$7.67
									E12	Tax	\$8.92	\$0.00	\$8.92
												Refund	\$495.07
ELLIS, BARRETT DANIEL	ELLIS, BARRETT DANIEL		2830 NC HIGHWAY 102 W	CHOCOWINITY, NC 27817	Proration	Refund Generated due to proration on Bill #0063286848-2021-2021-0000-00	Vehicle Sold	04/12/2022	G01	Tax	(\$90.72)	\$0.00	(\$90.72)
									F60	Tax	(\$6.24)	\$0.00	(\$6.24)
									E12	Tax	(\$7.26)	\$0.00	(\$7.26)
												Refund	\$104.22
LACLAIR, DARREL EDWARD	LACLAIR, DARREL EDWARD	LACLAIR, JANET NORA	1660 CHERRY RD	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0053079514-2020-2020-0000-00	Vehicle Sold	04/01/2022	G01	Tax	(\$157.95)	\$0.00	(\$157.95)
									F63	Tax	(\$10.20)	\$0.00	(\$10.20)
									E05	Tax	(\$8.70)	\$0.00	(\$8.70)
												Refund	\$176.85
MASON, JACK ARLISS JR	MASON, JACK ARLISS JR		11255 NC HIGHWAY 99 S	BATH, NC 27808	Proration	Refund Generated due to proration on Bill #0058385232-2021-2021-0000-00	Vehicle Sold	04/06/2022	G01	Tax	(\$116.67)	\$0.00	(\$116.67)
									F63	Tax	(\$7.65)	\$0.00	(\$7.65)
									ER	Tax	(\$9.33)	\$0.00	(\$9.33)
												Refund	\$133.65
RESPESS, LINDSAY JORDAN	RESPESS, LINDSAY JORDAN	THOMAS, DANIEL LOGAN	21340 NC HIGHWAY 32 N	PLYMOUTH, NC 27962	Adjustment >= \$100	Refund Generated due to adjustment on Bill #0064220467-2021-2021-0000	Situs error	04/08/2022	G01	Tax	\$0.00	\$0.01	\$0.01
									C01	Tax	(\$254.29)	(\$12.72)	(\$267.01)
									C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
									F63	Tax	\$19.67	\$0.98	\$20.65
									E05	Tax	\$16.79	\$0.84	\$17.63
												Refund	\$233.72
SHAGENA, ROBERT LAWRENCE	SHAGENA, ROBERT LAWRENCE		1290 MILL RD	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0034817345-2021-2021-0000-00	Vehicle Sold	04/08/2022	G01	Tax	(\$119.11)	(\$6.85)	(\$125.96)
									F63	Tax	(\$7.81)	(\$0.45)	(\$8.26)
									E02	Tax	(\$9.53)	(\$0.55)	(\$10.08)
												Refund	\$144.30
THE ESTATE OF JIMMY THAD HODGES	HODGES, JIMMY THAD		102 ROCK ROAD	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0055015792-2021-2021-0000-00	Vehicle Sold	04/07/2022	G01	Tax	(\$101.75)	\$0.00	(\$101.75)
									C01	Tax	(\$86.28)	\$0.00	(\$86.28)
									C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
												Refund	\$188.03
												Refund Total	\$1475.84

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North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 4/22/2022 8:19:14 AM

REMAINING MARCH REFUNDS

		REMAINING MARCH REFUNDS												
Payee Name	Primary Owner	Address 1	Address 3	Refund Type	Bill #	Status	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
TYER, EDWARD JUNIOR II	TYER, EDWARD JUNIOR II	2779 MOUTH OF THE CREEK R	BLOUNTS CREEK, NC 27814	Proration	0064220515	PENDING	Refund Generated due to proration on Bill #0064220515-2021-2021-0000-01	Vehicle Sold	03/31/2022	G01	Tax	(\$291.54)	\$0.00	(\$291.54)
										F60	Tax	(\$20.05)	\$0.00	(\$20.05)
										E12	Tax	(\$23.32)	\$0.00	(\$23.32)
WALLACE, DENNIS MAYO JR	WALLACE, DENNIS MAYO JR	434 MAPLE ST	PANTEGO, NC 27860	Proration	0063539297	PENDING	Refund Generated due to proration on Bill #0063539297-2021-2021-0000-00	Vehicle Sold	03/28/2022	Refund				
										G01	Tax	(\$182.90)	\$0.00	(\$182.90)
										F63	Tax	(\$12.00)	\$0.00	(\$12.00)
										E09	Tax	(\$14.63)	\$0.00	(\$14.63)
													Refund	
													Refund Total	
													\$209.53	
													\$544.44	

877810	580213	fpittman	9544423-2021	NIA	IND	290.5	\$217.91	
BOYD, RONALD GLENN 9339 HWY 99 N PANTEGO BEAUFORT NC 27860								
877827	580209	C9BEATB	0000019092-2020-2020-0000-	Pin # 5677244722001 00	REI	\$285.48	\$274.44	
CORPREW HARRY LEE III 421 CHERRY RUN ROAD WASHINGTON BEAUFORT NC 27889								
877804	580209	C9BEATB	0000017619-2018-2018-0000-	Pin # 566800000000 00	REI	\$145.53	\$145.53	
GRIFFIN, KIMBERLY PO BOX 2847 WASHINGTON BEAUFORT NC 27889								
	877802	580209	0009543689-2021-2021-0000-	00 NIA	Ind	361.25	\$169.28	
WILLIAMS, TERESA PO BOX 605 CHOCOWINITY NC 27817								
	877801	580209	0000037609-2021-2021-0000-	00 Pin # 65180114510	REI	2680.32	\$107.07	
SMITH, SANDRA MOORE 3015 FLAT SWAMP RD BLOUNTS CREEK BEAUFORT NC 27814								
	877801	580209	0000052544-2021-2021-0000-	00 Pin # 6664603807201	rei	2680.32	\$169.95	
WEBSTER, KEVIN 4190 RESPESS RD PINETOWN BEAUFORT NC 27865								
	877538	580159	0009494913-2013-2013-0000-	00 NICK	RMV	579.43	\$163.45	
WARREN, PRISCILLA ANN 412 W 6TH ST WASHINGTON, NC 27889								
	877521	580155	0009534174-2021-2021-0000-	00 Pin # 6664603807201	REI	250.27	\$179.00	
MARLOWE-WILCOX, SHANNA J 859 SCOTTS CREEK ROAD STATESVILLE BEAUFORT NC 28625								
878259	580274	C9BEATB	0000019092-2021		REI	267.07	\$267.07	
CORPREW HARRY LEE III 421 CHERRY RUN ROAD WASHINGTON BEAUFORT NC 27889								
878086	580267	#####	0000003859-2021-2021-0000-	Pin # 566390231106 00	REI	\$1,292.52	\$290.57	

Pin # 5677244722001



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Section: Item for Consent

Presenter: Lt. Kelly J. Cox

Agenda Title: Surplus - Sheriff's Office

Summary of Information: Under G.S. 20-187.2 (see below), the Sheriff's Office is requesting to surplus First Sergeant Hudson's duty weapon to him for \$1.00 along with his badge, which will be presented to him upon his retirement.

§ 20-187.2. Badges and service side arms of deceased or retiring members of State, city, and county law enforcement agencies; weapons of active members. (a) Surviving spouses, or in the event such members die unsurvived by a spouse, surviving children of members of North Carolina State, city, and county law enforcement agencies killed in the line of duty or who are members of such agencies at the time of their deaths, and retiring members of such agencies shall receive upon request and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired. Governing body shall mean for county and local alcohol beverage control officers, the county or local board of alcoholic control; for all other law enforcement officers with jurisdiction limited to a municipality or town, the city or town council; for all other law enforcement officers with countywide jurisdiction, the board of county commissioners; for all State law enforcement officers, the head of the department. (b) Active members of North Carolina State, city, and county law enforcement agencies, upon change of type of weapons, may purchase the weapon worn or carried by such member at a price which shall be the average yield to the State, city, or county from the sale of similar weapons during the preceding year. (c) For purposes of this section, certified probation and parole officers shall be considered members of a North Carolina State law enforcement agency. (1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122; 2013-369, s. 19; 2016-77, s. 9(b); 2021-116, s. 1.3.)

Submitter Recommendations/Motions: Staff recommends approving the surplus as requested.



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Section: Item for Consent

Presenter: Chris Newkirk, Emergency Services

Agenda Title: Memorial Day Celebration Fireworks Display, Bath, NC

Summary of Information: The Town of Bath respectfully request approval for a fireworks display on Saturday, May 28, 2022. Fireworks would be launched over Bath Creek waterway beginning at 9PM and will be the conclusion of their Memorial Day Celebration Event. This request is for permission approval only, with no funding requested/required.

Submitter Recommendations/Motions: Beaufort County Emergency Services recommends the Board of Commissioners approve this request.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Section: Item for Consent

Presenter: Melanie Corprew, Social Services Director

Agenda Title: Low Income Energy Assistance Program (LIEP) Supplemental Payment Budget Amendment

Summary of Information: On April 26, 2022, the Department of Social Services was notified that Beaufort County is receiving an additional \$520,163 to provide supplemental payments for the Low-Income Energy Assistance Program. This increase in funding is due to statewide reallocations where funding was not expended in the Low-Income Energy Assistance Program and the Pandemic Low Energy Assistance Program.

These funds will be used for a one-time supplemental payment for individuals that were approved for the Low-Income Energy Assistance Program during this fiscal year. We are requesting that the Social Services budget be amended to reflect an increase of \$520,163 in the Low-Income Energy Assistance Program line 105480.562004 and an increase the Energy Assistance revenue line 100222.493568. Please see the attached information.

There are no county dollars included in the increase of these funds.

Submitter Recommendations/Motions: Staff recommends approval of the budget amendment.

Attachments:

1. Signed Budget Amendment
2. Dear County Director Letter
3. Reallocation Spreadsheet

Budget Amendment Request

Date of Request: May 2, 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100222.493568	Energy Assistance	\$520,163	
105480.562004	Low Income Energy Assistance Program (LIEAP)	\$520,163	

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. _____	



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations for
Human Services

April 26, 2022

Dear County Directors of Social Services

Attention: Energy Administrators, Managers & Supervisors

Subject: Low Income Energy Assistance Program (LIEAP) 2nd One-time Supplement
Update to DCDL EFS-FNSEP-29-2022.

Priority: Information & Action

The purpose of this letter is to provide information regarding the one-time LIEAP supplement. The supplement was calculated by dividing the total remaining LIEAP and Pandemic LIEAP funds by the number of households that received a LIEAP payment during the State Fiscal Year (SFY) 2021-2022. **To ensure we use the available funds to provide the maximum benefit to our LIEAP households, the amount of the supplement will not be finalized until NC FAST has closed out LIEAP for the State Fiscal Year (SFY). The supplement flat rate is anticipated to increase from the original estimate of \$224 to an amount between \$300 and \$325 per household.** When processed NC FAST will send a system generated notice to the household informing them of the supplement and of the supplement amount, the county is not required to issue any notices.

Budget Authorizations/Allocations:

We realized based on each county's setup that some counties may have to seek budget amendments to accommodate the additional funds that will be reallocated to cover the one-time LIEAP supplements. **Because the amount is significantly higher than originally anticipated we have reworked the attached spreadsheet using the highest estimated payment amount of \$325 to display the breakdown of the total funds that each county was originally allocated and subtracts out any outstanding obligations.** The last column lists the difference in the total amount authorized at the beginning of the LIEAP season and subtracts any current obligations and the amount necessary to cover the one-time supplement. If the amount listed in the last column is red, then this is the additional amount that will be issued to your county to cover the one-time supplements.

For example:

Any County: The county was originally allocated \$1000.00. After subtracting the total amount issued/obligated (column J), amount of outstanding obligations (column T) and amount needed to cover the one-time supplement (column V), Any County will receive \$2,680.00 (column X) more than their original \$1,000 allocation. Depending on Any County's setup they may have to seek a budget amendment to account for spending the additional \$2680 in funds.

Other County: The county was originally allocated \$8000.00. After subtracting the total amount issued/obligated (column J), amount of outstanding obligations (column T) and amount needed to cover the one-time supplement (column V), Any County has \$2,500.00 (column X)

more than needed to meet all obligations. \$2,500 will be reallocated to other counties. No action is necessary for Other County.

	A	E	F	I	K	M	S	T	U	V	W	X
												Based on County Procedures Potential Budget revision needed (Negative (red) means Yes, positive means No.
1	County Name	Total Original Regular & Pandemic LIEAP Allocation Amt	Mini	Total Regular & Pandemic LIEAP Amt Obligated	Equi	Total Remaining Regular & Pandemic LIEAP Balance	Mini	Total Allocation needed for missing payment	Mini	Total Allocation needed for One time supplement	Equi	
2	Any County	\$1,000.00	.	\$995.00	=	\$5.00	.	\$240.00	.	\$1,450.00	=	(1,685.00)
4	Other County	\$8,000.00	.	\$2,250.00	=	\$5,750.00	.	\$0.00	.	\$2,250.00	=	3,500.00

- The amounts listed as Total Allocation needed for missing payments (column T) are referenced in the DCDL EFS-FNSEP-29-2022 on the [220418 LIEAP Jan 2022 One Time Payment Never Issued by Counties report](#).
- The amounts listed as Total Allocation needed for One-time supplement are the projected amounts that will be referenced in the reports listed below.

NC FAST Process:

After NC FAST processes the one-time supplement payments, the report will be available in NC FAST under Energy O&M reports titled “**NFOMD023P – Energy One Time Supplement Report**” and in FAST Help titled “**Energy One Time Supplement Report**”. It will be available in both locations. Notification will be issued by NC FAST when the report is available.

Any payments not processed on your counties May service report will be deducted from your counties State Fiscal Year 2022-2023 allocations. Job aids regarding the one-time supplement are available in FAST Help titled Energy-Payment Requests and Check Recording Process.

If you have any questions, please contact The CQI Specialist Team at DSS.Policy.Questions@dhhs.nc.gov

Sincerely,



Carla L. West, Senior Director for Economic Security
CLW/js

EFS-FNSEP-31-2022

Attachments (1)

One Time Supplement Allocation Spreadsheet

County Name	Total Original Regular & Pandemic LIEAP Allocation Amt	Minus	Total Regular & Pandemic LIEAP Amt Issued/ Obligated	Equals	Total Remaining Regular & Pandemic LIEAP Balance	Minus	Total Allocation needed for missing payments	Minus	Total Allocation needed for One time supplement	Equals	Based on County Procedures Potential Budget revision needed (Negative (red) means Yes, positive means No.
Alamance	\$1,959,656.00	-	\$1,087,700.00	=	\$871,956.00	-		-	\$1,073,150.00	=	(201,194.00)
Alexander	\$342,824.00	-	\$210,100.00	=	\$132,724.00	-		-	\$214,825.00	=	(82,101.00)
Alleghany	\$143,811.00	-	\$128,700.00	=	\$15,111.00	-		-	\$130,000.00	=	(114,889.00)
Anson	\$501,075.00	-	\$495,500.00	=	\$5,575.00	-	\$22,163.56	-	\$422,825.00	=	(439,413.56)
Ashe	\$328,246.00	-	\$328,200.00	=	\$46.00	-		-	\$297,050.00	=	(297,004.00)
Avery	\$184,018.00	-	\$154,300.00	=	\$29,718.00	-	\$1,000.00	-	\$164,125.00	=	(135,407.00)
Beaufort	\$736,438.00	-	\$611,625.95	=	\$124,812.05	-	\$500.00	-	\$644,475.00	=	(520,162.95)
Bertie	\$407,534.00	-	\$385,518.51	=	\$22,015.49	-		-	\$431,275.00	=	(409,259.51)
Bladen	\$613,762.00	-	\$456,600.00	=	\$157,162.00	-		-	\$498,875.00	=	(341,713.00)
Brunswick	\$1,213,028.00	-	\$864,068.24	=	\$348,959.76	-		-	\$848,900.00	=	(499,940.24)
Buncombe	\$2,615,107.00	-	\$1,305,400.00	=	\$1,309,707.00	-		-	\$1,335,100.00	=	(25,393.00)
Burke	\$1,165,025.00	-	\$645,464.24	=	\$519,560.76	-		-	\$657,800.00	=	(138,239.24)
Cabarrus	\$1,549,653.00	-	\$644,343.27	=	\$905,309.73	-	\$115,800.00	-	\$652,925.00	=	136,584.73
Caldwell	\$928,423.00	-	\$736,838.27	=	\$191,584.73	-		-	\$739,700.00	=	(548,115.27)
Camden	\$66,309.00	-	\$32,600.00	=	\$33,709.00	-		-	\$34,775.00	=	(1,066.00)
Carteret	\$600,003.00	-	\$377,400.00	=	\$222,603.00	-		-	\$411,450.00	=	(188,847.00)
Caswell	\$331,820.00	-	\$257,217.99	=	\$74,602.01	-		-	\$275,275.00	=	(200,672.99)
Catawba	\$1,718,355.00	-	\$586,564.13	=	\$1,131,790.87	-		-	\$592,150.00	=	539,640.87
Chatham	\$470,492.00	-	\$300,200.00	=	\$170,292.00	-		-	\$320,450.00	=	(150,158.00)
Cherokee	\$395,637.00	-	\$214,500.00	=	\$181,137.00	-	\$98,300.00	-	\$244,725.00	=	(161,888.00)
Chowan	\$232,554.00	-	\$192,700.00	=	\$39,854.00	-		-	\$209,950.00	=	(170,096.00)
Clay	\$133,084.00	-	\$113,400.00	=	\$19,684.00	-		-	\$125,125.00	=	(105,441.00)
Cleveland	\$1,657,930.00	-	\$868,400.00	=	\$789,530.00	-	\$500.00	-	\$884,975.00	=	(95,945.00)
Columbus	\$986,028.00	-	\$750,700.00	=	\$235,328.00	-	\$22,400.00	-	\$785,200.00	=	(572,272.00)
Craven	\$1,102,647.00	-	\$538,800.00	=	\$563,847.00	-	\$2,400.00	-	\$559,975.00	=	1,472.00
Cumberland	\$5,219,299.00	-	\$2,487,500.00	=	\$2,731,799.00	-	\$500.00	-	\$2,479,100.00	=	252,199.00
Currituck	\$173,307.00	-	\$82,200.00	=	\$91,107.00	-	\$28,400.00	-	\$85,475.00	=	(22,768.00)
Dare	\$249,856.00	-	\$127,200.00	=	\$122,656.00	-	\$38,200.00	-	\$125,450.00	=	(40,994.00)
Davidson	\$2,066,709.00	-	\$737,200.00	=	\$1,329,509.00	-		-	\$793,975.00	=	535,534.00
Davie	\$372,772.00	-	\$177,100.00	=	\$195,672.00	-	\$29,000.00	-	\$189,475.00	=	(22,803.00)
Duplin	\$764,175.00	-	\$462,103.88	=	\$302,071.12	-		-	\$481,325.00	=	(179,253.88)
Durham	\$3,352,269.00	-	\$1,176,700.00	=	\$2,175,569.00	-	\$2,600.00	-	\$1,185,600.00	=	987,369.00
Edgecombe	\$1,097,354.00	-	\$809,400.00	=	\$287,954.00	-	\$20,400.00	-	\$859,300.00	=	(591,746.00)
Forsyth	\$4,512,380.00	-	\$2,466,200.00	=	\$2,046,180.00	-	\$1,500.00	-	\$2,398,175.00	=	(353,495.00)
Franklin	\$687,190.00	-	\$453,600.00	=	\$233,590.00	-		-	\$477,750.00	=	(244,160.00)
Gaston	\$2,553,134.00	-	\$1,134,400.00	=	\$1,418,734.00	-		-	\$1,141,400.00	=	277,334.00
Gates	\$139,313.00	-	\$93,000.00	=	\$46,313.00	-	\$3,200.00	-	\$102,700.00	=	(59,587.00)
Graham	\$114,005.00	-	\$83,300.00	=	\$30,705.00	-		-	\$91,325.00	=	(60,620.00)
Granville	\$652,553.00	-	\$329,700.00	=	\$322,853.00	-		-	\$352,300.00	=	(29,447.00)
Greene	\$322,307.00	-	\$247,825.63	=	\$74,481.37	-		-	\$257,400.00	=	(182,918.63)

County Name	Total Original Regular & Pandemic LIEAP Allocation Amt	Minus	Total Regular & Pandemic LIEAP Amt Issued/ Obligated	Equals	Total Remaining Regular & Pandemic LIEAP Balance	Minus	Total Allocation needed for missing payments	Minus	Total Allocation needed for One time supplement	Equals	Based on County Procedures Potential Budget revision needed (Negative (red) means Yes, positive means No.
Guilford	\$6,922,517.00	-	\$2,822,232.94	=	\$4,100,284.06	-	\$900.00	-	\$2,950,350.00	=	1,149,034.06
Halifax	\$1,138,221.00	-	\$1,125,412.57	=	\$12,808.43	-	\$416,500.00	-	\$1,033,175.00	=	(1,436,866.57)
Harnett	\$1,577,587.00	-	\$723,600.00	=	\$853,987.00	-	\$250,600.00	-	\$743,275.00	=	(139,888.00)
Haywood	\$620,958.00	-	\$409,500.00	=	\$211,458.00	-	\$400.00	-	\$426,725.00	=	(215,667.00)
Henderson	\$920,770.00	-	\$446,500.00	=	\$474,270.00	-		-	\$469,950.00	=	4,320.00
Hertford	\$470,081.00	-	\$373,000.00	=	\$97,081.00	-		-	\$405,925.00	=	(308,844.00)
Hoke	\$760,852.00	-	\$339,600.00	=	\$421,252.00	-	\$26,800.00	-	\$358,150.00	=	36,302.00
Hyde	\$81,757.00	-	\$80,500.00	=	\$1,257.00	-	\$32,800.00	-	\$73,775.00	=	(105,318.00)
Iredell	\$1,119,590.00	-	\$625,100.00	=	\$494,490.00	-		-	\$606,125.00	=	(111,635.00)
Jackson	\$494,012.00	-	\$203,000.00	=	\$291,012.00	-		-	\$223,600.00	=	67,412.00
Johnston	\$2,073,659.00	-	\$902,300.00	=	\$1,171,359.00	-	\$309,300.00	-	\$958,750.00	=	(96,691.00)
Jones	\$160,451.00	-	\$122,400.00	=	\$38,051.00	-		-	\$135,525.00	=	(97,474.00)
Lee	\$723,289.00	-	\$288,400.00	=	\$434,889.00	-	\$124,500.00	-	\$312,975.00	=	(2,586.00)
Lenoir	\$1,114,219.00	-	\$625,602.75	=	\$488,616.25	-		-	\$653,575.00	=	(164,958.75)
Lincoln	\$716,026.00	-	\$381,898.86	=	\$334,127.14	-		-	\$399,100.00	=	(64,972.86)
Macon	\$389,590.00	-	\$237,900.00	=	\$151,690.00	-	\$500.00	-	\$258,050.00	=	(106,860.00)
Madison	\$249,233.00	-	\$172,300.00	=	\$76,933.00	-		-	\$193,375.00	=	(116,442.00)
Martin	\$404,513.00	-	\$276,800.00	=	\$127,713.00	-	\$500.00	-	\$297,375.00	=	(170,162.00)
McDowell	\$587,416.00	-	\$418,400.00	=	\$169,016.00	-		-	\$438,100.00	=	(269,084.00)
Mecklenburg	\$9,536,505.00	-	\$4,575,312.21	=	\$4,961,192.79	-		-	\$4,568,525.00	=	392,667.79
Mitchell	\$187,359.00	-	\$154,500.00	=	\$32,859.00	-		-	\$161,850.00	=	(128,991.00)
Montgomery	\$335,224.00	-	\$207,100.00	=	\$128,124.00	-		-	\$210,275.00	=	(82,151.00)
Moore	\$874,835.00	-	\$485,200.00	=	\$389,635.00	-	\$500.00	-	\$499,200.00	=	(110,065.00)
Nash	\$1,296,257.00	-	\$816,165.51	=	\$480,091.49	-		-	\$871,650.00	=	(391,558.51)
New Hanover	\$2,297,128.00	-	\$1,280,000.00	=	\$1,017,128.00	-		-	\$1,280,175.00	=	(263,047.00)
Northampton	\$396,703.00	-	\$308,900.00	=	\$87,803.00	-		-	\$339,625.00	=	(251,822.00)
Onslow	\$1,720,196.00	-	\$927,000.00	=	\$793,196.00	-		-	\$892,775.00	=	(99,579.00)
Orange	\$1,202,754.00	-	\$569,200.00	=	\$633,554.00	-	\$6,800.00	-	\$566,475.00	=	60,279.00
Pamlico	\$152,951.00	-	\$100,400.00	=	\$52,551.00	-	\$48,000.00	-	\$113,425.00	=	(108,874.00)
Pasquotank	\$542,313.00	-	\$373,600.00	=	\$168,713.00	-		-	\$374,725.00	=	(206,012.00)
Pender	\$574,727.00	-	\$409,000.00	=	\$165,727.00	-		-	\$432,900.00	=	(267,173.00)
Perquimans	\$175,476.00	-	\$155,800.00	=	\$19,676.00	-		-	\$157,950.00	=	(138,274.00)
Person	\$534,853.00	-	\$340,200.00	=	\$194,653.00	-		-	\$355,225.00	=	(160,572.00)
Pitt	\$2,678,036.00	-	\$1,645,700.00	=	\$1,032,336.00	-		-	\$1,673,100.00	=	(640,764.00)
Polk	\$186,596.00	-	\$113,300.00	=	\$73,296.00	-		-	\$119,275.00	=	(45,979.00)
Randolph	\$1,655,703.00	-	\$807,500.00	=	\$848,203.00	-		-	\$810,225.00	=	37,978.00
Richmond	\$1,037,063.00	-	\$751,116.58	=	\$285,946.42	-		-	\$775,125.00	=	(489,178.58)
Robeson	\$3,288,916.00	-	\$1,119,800.00	=	\$2,169,116.00	-		-	\$1,188,200.00	=	980,916.00
Rockingham	\$1,346,660.00	-	\$931,100.00	=	\$415,560.00	-		-	\$878,150.00	=	(462,590.00)
Rowan	\$1,637,236.00	-	\$877,662.90	=	\$759,573.10	-		-	\$865,150.00	=	(105,576.90)

County Name	Total Original Regular & Pandemic LIEAP Allocation Amt	Minus	Total Regular & Pandemic LIEAP Amt Issued/ Obligated	Equals	Total Remaining Regular & Pandemic LIEAP Balance	Minus	Total Allocation needed for missing payments	Minus	Total Allocation needed for One time supplement	Equals	Based on County Procedures Potential Budget revision needed (Negative (red) means Yes, positive means No.
Rutherford	\$986,491.00	-	\$679,500.00	=	\$306,991.00	-		-	\$699,725.00	=	(392,734.00)
Sampson	\$916,100.00	-	\$687,520.98	=	\$228,579.02	-		-	\$737,425.00	=	(508,845.98)
Scotland	\$804,454.00	-	\$511,105.91	=	\$293,348.09	-		-	\$517,400.00	=	(224,051.91)
Stanly	\$599,606.00	-	\$439,800.00	=	\$159,806.00	-		-	\$437,775.00	=	(277,969.00)
Stokes	\$471,114.00	-	\$285,200.00	=	\$185,914.00	-		-	\$227,500.00	=	(41,586.00)
Surry	\$966,501.00	-	\$726,795.64	=	\$239,705.36	-		-	\$738,725.00	=	(499,019.64)
Swain	\$171,202.00	-	\$90,500.00	=	\$80,702.00	-		-	\$99,125.00	=	(18,423.00)
Transylvania	\$335,290.00	-	\$210,800.00	=	\$124,490.00	-		-	\$225,225.00	=	(100,735.00)
Tyrrell	\$69,618.00	-	\$56,800.00	=	\$12,818.00	-		-	\$63,700.00	=	(50,882.00)
Union	\$1,431,778.00	-	\$533,000.00	=	\$898,778.00	-	\$1,000.00	-	\$550,225.00	=	347,553.00
Vance	\$879,473.00	-	\$874,800.00	=	\$4,673.00	-		-	\$859,950.00	=	(855,277.00)
Wake	\$6,544,132.00	-	\$2,692,200.00	=	\$3,851,932.00	-	\$12,300.00	-	\$3,094,975.00	=	744,657.00
Warren	\$358,709.00	-	\$288,700.00	=	\$70,009.00	-	\$138,500.00	-	\$304,200.00	=	(372,691.00)
Washington	\$234,493.00	-	\$194,300.00	=	\$40,193.00	-	\$900.00	-	\$201,825.00	=	(162,532.00)
Watauga	\$559,720.00	-	\$205,100.00	=	\$354,620.00	-		-	\$212,875.00	=	141,745.00
Wayne	\$1,869,947.00	-	\$1,005,500.00	=	\$864,447.00	-	\$2,400.00	-	\$1,031,875.00	=	(169,828.00)
Wilkes	\$890,003.00	-	\$662,964.04	=	\$227,038.96	-		-	\$686,075.00	=	(459,036.04)
Wilson	\$1,389,222.00	-	\$830,100.00	=	\$559,122.00	-		-	\$856,375.00	=	(297,253.00)
Yadkin	\$391,048.00	-	\$160,400.00	=	\$230,648.00	-		-	\$170,950.00	=	59,698.00
Yancey	\$232,438.00	-	\$230,738.88	=	\$1,699.12	-		-	\$237,250.00	=	(235,550.88)



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Section: Item for Consent

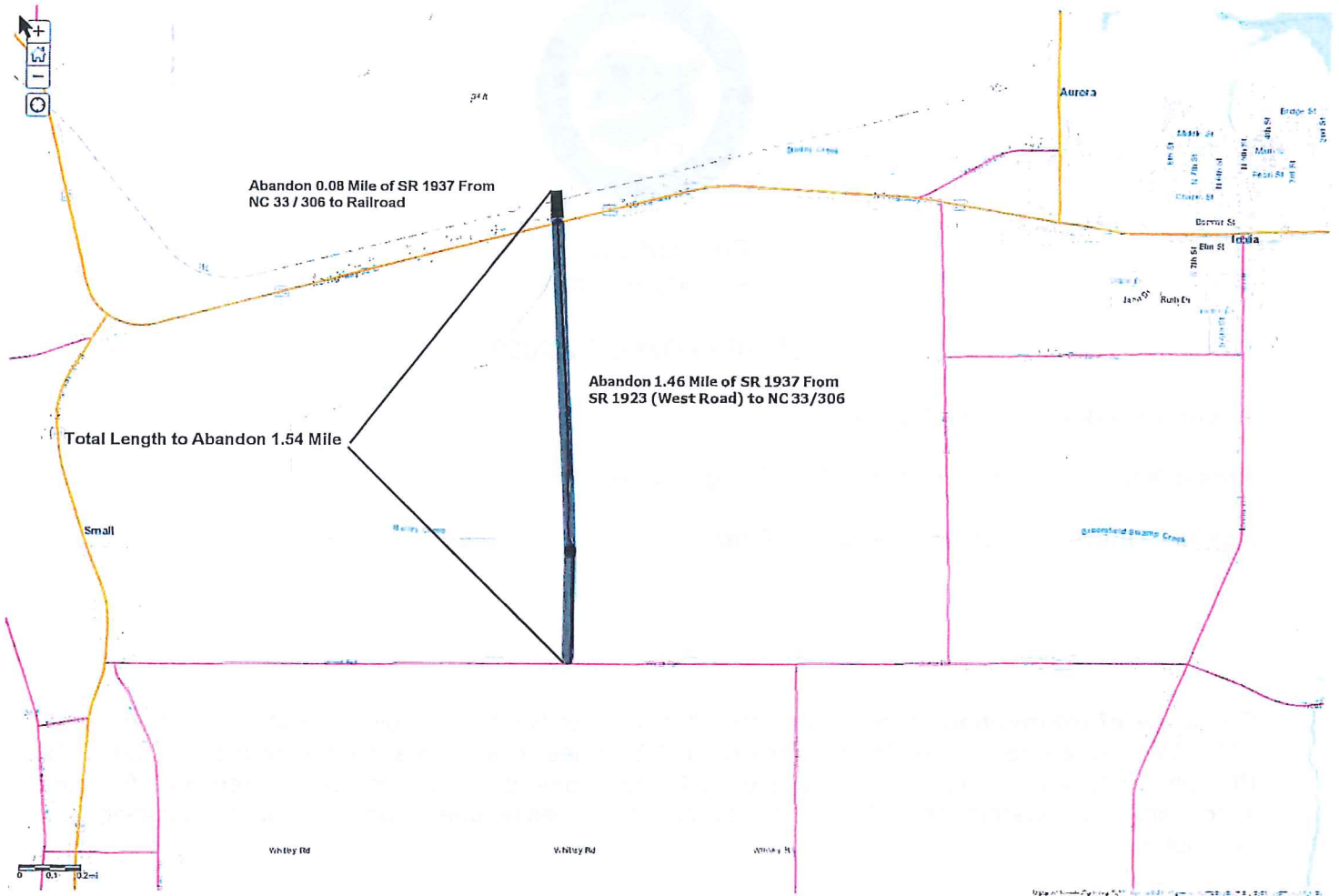
Presenter: Robby Taylor, District Engineer, NCDOT

Agenda Title: Petition to Abandon Road

Summary of Information: A petition of abandonment for SR 1973 (Guilford Station Road) from SR 1923 (West Road) to Norfolk Southern Railroad (1.54 miles) has been submitted to the NCDOT. PCS Phosphate Company is requesting that the 1.54-mile section of soil-based road be removed from the secondary road system and abandoned by NCDOT. Please see attached map for location and description.

Submitter Recommendations/Motions: Staff recommends a motion to approve the abandonment of the portion of road known as Guilford Station Road from NC 33 to SR 1923 (West Road).

Attachments:



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

North Carolina

County: Beaufort

Road Description: SR 1937 (Guilford Station Rd): from SR 1923 (West Rd) to
Norfolk Southern Railroad (1.54 mile)

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



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Section: Item for Consent
Presenter: Beth Winstead, Admin Officer, DSS
Agenda Title: DSS Board Reappointment

Summary of Information: Commissioner Booth's appointment to the DSS Board will expire June 31, 2022. Staff recommends appointing Commissioner Booth to a three-year term which will expire on June 31, 2025.

Submitter Recommendations/Motions: Staff recommends appointing Commissioner Ed Booth to the DSS Board for a three-year term which will end June 31, 2025.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

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 April 4, 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, April 4, 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 Rebholz led the Pledge of Allegiance.

Chairman Waters then asked for the audience to silence their cell phones.

Conflict of Interest Statement

Chairman Waters said I skipped over the Conflict of interest, does any Commissioner have a conflict with any of the agenda items tonight.

No one spoke.

Approval of Agenda

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

Service Award Presentation

Ms. Deloris Creasman said I would like to take this opportunity now to recognize some of our Beaufort County Employees for their service to Beaufort County. The following people were recognized for their years of service and were presented with service awards from Chairman Waters:

Melanie Corprew, Social Services – 5 years
Carnie Hedgepeth, Emergency Services – 5 years
William McCutcheon, Emergency Medical Services – 5 Years
Marie Moore, Social Services – 15 Years

Ms. Creasman said we also have a couple of other employees I would like to acknowledge that are not here tonight. She said Mr. Josh Piegols, five years with our Water Department and Mr. Mark Smith, also five years with our Water Department.

Public Comments

There was no one that asked to speak.

Legislative Update

No one asked to speak.

Washington High School Soccer Field State Grant

Mr. Matthew Cheeseman said two items, one the Board would like to invite you to the annual meeting that we have, a collective meeting to review the budget process for the Board of Education and Beaufort County Schools. He said I'd like to be able to work with your County Manager, Mr. Alligood, to set up a time at the end of April to do such and we'd like to host you so if that's something you're willing to do we'd love to have you so we can talk about the needs of Beaufort County Schools, more so than a quick budget presentation. He said second, long before I became superintendent here there was an agreement around the soccer field for Washington High School and I'm here on behalf of the Board to ask your blessing. He said many years ago apparently there was an opportunity that the County Commissioners and the Board of Education engaged in together to acquire the land for the soccer field with the understanding that the Board of Education would not spend additional funding on that soccer field. He said it was mostly promoted by a third-party group, a support group to actually build the soccer field. He said well we are very blessed to be one of 19 school systems in North Carolina to receive a state capital grant and it was really through the energy of Representative Kidwell and a few others here in our community, so we've actually qualified for a \$121,000 grant to do some additional work on that soccer field, and I'm being told today we've actually qualified for an additional \$25,000 grant. He said these are monies that the Board of Education did not file to receive but these are monies that the Board of Education would then use to do this work. He said where we're seeking your blessing is that high school soccer, boys, and girls, cannot actually host a North Carolina high school athletic playoff game unless they have lights. He said that soccer field does not have lights and our boys and girls' program has been absolutely amazing. He said so over the years when we host a playoff game we have to host it somewhere else and so last year we actually hosted multiple games in Williamston at one of their high schools in Martin County in order to satisfy that mandate. He said so considering, we're asking you for your blessing for us to potentially match the grant. He said so the light stands that we're looking at cost in the range of \$250,000 to \$300,000 which means currently the grant funds that have been brought to us total about \$146,000. He said so in short, through an RFP process we would identify a bidder and a company who could install the lights at the soccer field. He said if you wish not to bless us in that, which is fine, then the \$146,000 would be used by that group on other things for the actual soccer field. He said for example a concession stand, bathrooms, soccer goals and other things. He said but in fact they would not actually be able to host a playoff game on that field so we're just asking for your blessing to allow us to go ahead and do that, and that is to match the grant funding.

Commissioner Richardson said I just want to remind you; at the time this was done the school system had a soccer field. He said I don't know whether they still have access to it or not, I don't know whether the lights are there or not, Kugler Field and the question was whether to improve Kugler Field and buy this money, whether or not to spend this money that wasn't necessary to be spent. He said the deal was none of this money would come out of the schools' budget in any way, shape, matter or form and you're asking us to violate that original agreement, is what you just asked.

Mr. Cheeseman said I am asking for your blessing to do so.

Commissioner Richardson said yeah, you're asking to violate the agreement that was made back then so I'm not going to vote for this because it's another waste of money for something we already had. He said it's nothing but spending more and more money for nothing.

Mr. Cheeseman said if I can respond to that, in order to upgrade Kugler Field, in order to get it to the condition for high school soccer for girls and boys, you would have to pay for additional bleacher systems, you may have to upgrade the lighting. He said I know for certain you'd have to upgrade the press box before somebody falls through it. He said so I've actually done my homework on that field, walked that field with our community partners so in short I'm either going to put the money into the Washington High School field or I'm going to have to put some money and repairs into Kugler Field. He said we did receive a grant in which we did not expect and that's put us a little bit in the corner of what do we do with \$121,000, now \$146,000 so the Board of Education, we feel very blessed that this landed in our lap and I appreciate that you may not vote for it but understand that we're trying to respond in kind to something that's very positive that was brought forth by the State of North Carolina.

Commissioner Richardson said let me respond to that. He said you can probably modernize the bathrooms within the stands and do all of the work for the \$121,000 that you have whereas we are abandoning that and going out and building a whole new, putting in the same facilities but they are new and shiny facilities. He said it doesn't make economic sense for the citizens of Beaufort County so I'm not going to vote for it because there's no business sense in the whole scheme of what's been presented.

Commissioner Booth said I'm going to vote for it, and I think it's time for us to stop patching. He said if you've got the money let them do it.

Vice-Chairman Langley said that's one of the problems here in Beaufort County. He said we're never really moving forward; we always want to go back so I say let's get it done.

Mr. Cheeseman said I appreciate that and just to be mindful, the state grant specifically says \$121,000 for Washington High School soccer field, it does not identify Kugler Field.

Commissioner Walker said as I understand, Kugler Field is not big enough for regulation soccer field, is that true.

Mr. Cheeseman said I would have to check on that, but I can tell you it's not big enough for a regulation sized football field. He said I would have to check on that.

Commissioner Walker said if we really renovated it for all sports we'd have to take up a street.

Mr. Cheeseman said I think, again, the grant goes back to Washington High School. He said that's the way it's written.

Chairman Waters said I'm assuming that it could be used for other high schools. He said I'm talking about can other high schools play there, Northside, Southside.

Mr. Cheeseman said yes. He said there's always the internal agreement.

Chairman Waters said who has the soccer teams, is it the Optimus Club.

Commissioner Walker said they have a field.

Chairman Waters said do they have lights.

Commissioner Walker said yes but they're not regulation, high school regulated size. He said I will say I'm involved with the football team; I've been doing video for 20 years and I know so much play is done on the football field that it just ruins the grass and makes it almost unplayable so we do need some relief, and this would certainly give some relief. He said I also hear there's some discussion of having a lacrosse team playing on that field too, so I am for it.

Commissioner Richardson said let me go back and say one thing and I'll be done beating this dead horse. He said you're telling me that somebody sat in Raleigh and picked out, threw a dart at Beaufort County, and picked Washington High School to direct that money to. He said are you sure they didn't have some advice and some help from staff in designating that money just for that site.

Mr. Cheeseman said what I will tell you is I told you the truth and the truth is Representative Keith Kidwell helped or responded to a local request here in Washington that had nothing to do with Beaufort County Schools, was not initiated by Beaufort County Schools and we learned of it after the budget was presented. He said we are actually one of 19 districts, as I said, in the state who suddenly received grants which then disqualified us from receiving additional funding from the state for athletic complexes that were at least \$100,000. He said meaning that if you got one of these grants you could not have a minimum \$100,000 that the state is passing out for athletic updates. He said in short, Commissioner, I respect your thinking, but I can say with certainty that we were delightfully as surprised as you are.

Motion: Commissioner Deatherage motioned to approve allowing Beaufort County Schools to match the funding for the soccer fields. Commissioner Walker seconded.

Yes Vote

Chairman Waters

No Vote

Commissioner Richardson

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

Items for Consent

1. Surplus, Health Department
2. Health Dept FY 23 Consolidated Agreement
3. Surplus, DSS
4. Budget Amendment, DSS
5. Tax Office Refunds
6. Surplus, Public Works
7. Solid Waste Convenience Site Improvements CPF
8. NCHFA 2019 ESFRLP Grant
9. Munis HR Resources Management Module Purchase Order
10. Minutes Approval

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

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 1

Position Reclassification

Mr. Carnie Hedgepeth said I am coming seeking position reclassification in Emergency Services and I'm going to take just a minute and walk through this process. He said we have come before you over the last year and a half in seeking an IT position in EMS or Emergency Services and we've been unable to obtain that position. He said we understand those parameters however whenever we have a vacancy it says in our personnel policy we will evaluate the position, looking to see the need of what we have in our system and then make recommendations.

Chairman Waters said excuse me, I can't hear him.

Commissioner Richardson said well excuse us, we were just discussing County business.

Chairman Waters said that's fine, but you should respect the speaker.

Commissioner Richardson said we do respect the speaker, who says we don't respect the speaker.

Chairman Waters said I could not hear him because of what was going on, I'm sorry Mr. Hedgepeth.

Mr. Hedgepeth said in a review of our current administrative specialist position we identified that a technology specialist position would better fit the needs of our department. He said our current position is under a classification of 61, the new position that we'd like to reclassify is under a classification of 69. He said I want to give a little bit of history, what's different now, things we know different now than when we first came to the Board about a new position. He said as you know we've been in Covid response for the last year and a half, two years. He said from our first asking for the position, in our response to Covid we ended up pulling a paramedic to help us with things that were taking place in our support of the Health Department. He said just giving an example in the Covid response itself, I'll try to walk us through quickly, if

you can remember when we first had to respond to Covid there became a scheduling issue. He said the scheduling issue became we had a certain number of shots, we had four times as many people that wanted those shots. He said everything was new, there was a lot of excitement. He said Director Madson put in an order, this is what we need, how are we now going to get this toned down to a small group. He said we came up with let's create a schedule. He said so this individual, along with Ms. Beacham evaluated different things, came up with a schedule that we put in place that allowed us to minimize those first numbers coming in by qualifications. He said it was not perfect by any means, but it was a beginning. He said so walking past that scheduler put in place by a person with this type of skill, now we're at the Covid lines, people going in for their first shots. He said those of you that went through that, you understand the paperwork that you had to do in going through that whole process. He said fast forward from the setup of that until the next time. He said it's time to reschedule, second shots and booster shots. He said the scheduling system is improved by a position such as this where we're able to target who needs shots better and understand in making the system better. He said we move to the shots themselves, now when a person comes in, instead of having to fill out all that paperwork their name is given, if they were a part of that first shot it has all been converted electronically, the person was able to drive up to the next spot, go through those things with minimal to no paperwork. He said that was not a system the government gave us, that was a system in a grass roots effort in Beaufort County by a person with IT experience and along with Melissa Beacham, in doing that in accordance with what was requested from the Health Department. He said so we saw constant streamlining taking place in this. He said as we go to the next shots, just giving examples, there's indications and contra-indications of who should have that shot, how do we make the scheduling even better. He said there's parameters put in place in the schedule electronically to be able to take that information and provide reports to the Health Department for people to understand that okay, now I don't have to call to verify this, it's telling me this is the things for this person, these are the ones that come through. He said just giving you examples of a streamlined process in this that was able to be done real life in response to Covid because we had expertise in the IT arena. He said during this time frame of responding to Covid we had other issues, we deal with other issues every day, we know it's challenging in government so dealing with those issues one of the things that came up was about our EMS supplies. He said we were constantly having to come back to the Board several times asking for more EMS supply money. He said in my first two years, mid-budget we had to come back and had to make an adjustment of that. He said with EMS supplies over Covid the prices increased, EMS supplies started going through the roof, not to mention hard to get and inflation along with those things. He said understanding this we gave the problem to an individual and said hey, what would you do with this, and they created, they went from, if you can imagine, clipboards and written reports of tracking things, drugs that were expiring, things that were going on, they were able to put that completely electronic to, the best way I can describe like a grocery store. He said you go in, everything's got a barcode. He said the system was built to expiration dates, drugs, re-ordering, all kinds of things were done. He said again it wasn't bought, it wasn't given, it was built in Beaufort County and because of that it started saving us money on our EMS supplies. He said now the prices continued to go up, our budget didn't go up, but we didn't have to come to the Board and request any more money for medical supplies. He said we were able to overcome that because of the efficiency that was made in putting that system together. He said again I just want to say it was built here, it was grassroots built by a person with this type of skill that we're asking for and it works so well it is now in at least two other County departments, they're using that same system because they were losing money. He said just on the expiration of drugs it tracks this and says in three weeks this drug is going to expire and we're able to move that drug to the front and have it used versus it getting thrown away. He said moving forward, just getting out of Covid response or drugs here, when we talk about EMS data specifically, which was my original intent with this position coming forward, I can remember being asked by a Chairman from this group, I want to see a map of where the EMS calls are. He said this was in my first year here, so in that it took us almost 30 days to come up with what was needed there because the information is not in a one-way usable format. He said if you think about it like there's five different people with five different languages that's what our data system was like from the various places we pulled data. He said it took assigning a person and all they did was take this set of data, write it down, go interpret something out and have to key in individually those things on the map points to give us the information we were asked to do. He said Chairman Waters you sit on the EMS Oversight you saw the data that was just given at that last Oversight. He said we have an ability now that if you ask for those types of reports we're going to be able to get that to you, in some cases, in minutes, let alone 24 hours but not a month. He said we have usually, on a weekly basis, maybe not every week but on a normal basis we have a Commissioner, another person from a County department or we have a citizen that calls us and asks us a question, something about data that we have to research and do. He said just in the limited timeframe with a look and a build of this with the right expertise we've had the ability to take 911 call data, which comes in two different forms, EMS charts which is a whole other form, our Brad-Goodwin software which is our scheduling maintenance and things, which is another form and our EMS billing which is in a totally different language and other form. He said the individual has been able to coordinate that all together where it talks to each other and that's exactly what this position is about. He said looking beyond these examples and looking to the future if you looked at the job description that was attached in there

you will see so many things that need to be done. He said data is transparency, government is constantly asking us to be more efficient with less resources sometimes or at least the same resources if we can. He said when I come to you and ask for something you say where's your data, what's backing this up, where's something that needs to be showed that this needs to be done. He said we're just in an information age with IT things and data IT information that in our line of work and where we are we need someone who understands EMS, Emergency Services and can help us with that. He said so with that I'll be glad answer any questions, this is why I'm coming to you with a request for reclassification of this position.

Commissioner Booth said what's the person doing now.

Mr. Hedgepeth said the person who's currently doing this is a paramedic but with that we've pulled him from paramedic to help us.

Commissioner Booth said to build this, he's not riding the truck, does he ride the truck.

Mr. Hedgepeth said during Covid, during the Covid response no, he has not, he's been doing other things.

Commissioner Booth said he's doing the job that the lady was doing.

Mr. Hedgepeth said no she's helping him, they're two different things.

Commissioner Booth said how did you come to the fact from a 61 to a 69, what drives that.

Mr. Hedgepeth said it's been sent to the MAPS group for review. He said we looked at current county pay.

Commissioner Booth said I'm going to vote for it I just want to know.

Mr. Hedgepeth said I want to be fully transparent. He said in the County positions this is not the top IT positions. He said DSS has one that's a couple of grades higher.

Commissioner Booth said we're not talking about DSS, we're talking about EMS. He said let's stay with, I'm going to vote for it, but I don't want to hear what DSS is doing I want to hear what EMS is doing. He said you're not presenting for DSS you're presenting for EMS.

Mr. Hedgepeth said I'm just trying to show that we're not trying to get the best or over, we've sent this to the MAPS group, we're waiting for the official word to come back. He said we see a position that is in another department for IT specialist, this is the middle grade for IT positions in Beaufort County.

Commissioner Booth said is it the same qualifications.

Mr. Hedgepeth said we think it aligns. He said the qualifications for the IT specialist is in the Sheriff's Department so it has a lot of data around the CAD system, the 911 system and such so we couldn't use that same verbiage, ours is around EMS.

Commissioner Booth said what's so essential, I'm so sick and tired of the word Covid, it's on the decline so why didn't we do this when the people were, when the need was there. He said he was doing it for nothing at that time.

Mr. Hedgepeth said we didn't realize his skill set completely at that time and we did come and ask, and we were told no.

Commissioner Booth said so you invited to come again because you heard what I said. He said I'm finished.

Chairman Waters said all right, do you want to make a motion.

Commissioner Booth said yeah, I'll make the motion.

Commissioner Richardson said well wait a minute, let's have some more discussion. He said this is totally out of order to allow part of the Commissioners to discuss and not allow the other Commissioners to discuss and then ask for a motion. He said that not correct Chairman Waters.

Chairman Waters said well go-ahead Commissioner Richardson.

Commissioner Richardson said you're not talking about adding a new position to your department, you're talking about eliminating one job and replacing it with another job description or another skill set.

Mr. Hedgepeth said changing that job description.

Commissioner Richardson said okay, now my last question is this, under experience and education it says qualifications for this position include an associate degree or equivalent years of college education in computer science. He said now we've had a problem in the past with hiring people who were supposedly highly technically qualified and then all of a sudden good buddies got the job, and you wonder what his qualifications are. He said I would just like to change this to an associate degree is required.

Mr. Hedgepeth said the only challenge, I would say, in my experience, and you have more experience than I do but I would say in my experience we can lock ourselves in where we may not get a person that applies for our position so if that's the case, that's our application pool, that's the candidates or applicants.

Commissioner Richardson said I don't disagree that's a problem I would just like it to say or equivalent college level education. He said there should be a way to fix this with some oversight from somewhere because I really am concerned about us creating these job positions and all of a sudden some friend's friend needs a job and they've got a job and they're not necessarily qualified for it and everyone runs around saying oh, they look equivalent to me. He said have you got any suggestions as to how this can be covered so we don't wind up in that kind of a bind.

Mr. Hedgepeth said well I thought I had. He said I did my best in this in that it says an associate degree or equivalent in college level education.

Commissioner Richardson said who decides what's equivalent, I guess that's my question, how do you decide that.

Mr. Alligood said the HR department reviews applications and goes over that. He said Ms. Creasman can speak to that. He said the majority of our job descriptions say, "and equivalent". He said that's part of our style, we always do that, and I think there's some reason legally why we do that.

Ms. Creasman said well we actually got these qualifications from our classifications and pay study. She said when we had our study done we had those types of things looked at, the qualifications for each position and then the analyst recommended the minimum qualifications and experience and when you see that equivalency clause typically one year of college can count for one year of experience.

Commissioner Richardson said but it says an associate degree which is two years of college so if they have one year of college they probably actually need five or ten years of experience somewhere else.

Ms. Creasman said you need more experience to offset that, related experience that can be applied to that position.

Commissioner Richardson said what assurance do I have that we're not going to go out and hire somebodies buddy because I've seen this happen in county government and I want to avoid it.

Ms. Creasman said we look at qualifications, we look at their education and experience. She said if they don't meet the education and experience then we can apply the equivalency and they don't qualify.

Commissioner Richardson said why don't we do something like this, why don't we let the manager sign off on the equivalency.

Ms. Creasman said he does, he signs off on the personnel action forms.

Commissioner Richardson the equivalency is the only thing I'm concerned about.

Ms. Creasman said that's part of the whole process, verifying that they qualify.

Commissioner Richardson said so the manager signs off that this is equivalent to a two-year college degree.

Ms. Creasman said that's kind of a standard HR protocol.

Mr. Alligood said just to be clear I sign off on every PAF (personnel action form) that comes through the County.

Commissioner Richardson said okay, so you're the one that approves the equivalency.

Mr. Alligood said actually I get a recommendation from the HR department, that's their job to do that, they have the expertise to do that, and they send it up and I sign off on it. He said we have discussions if there's an issue, we'll have a discussion about it, but Ms. Creasman is the one who has that HR background who can say yes that's an equivalent or no, it's not.

Commissioner Richardson said but I'm looking for a check and a balance. He said I'm not looking for the same system we've been using. He said I want to be sure that somebody has said yeah, this is an exception in this case, they don't have a two-year degree. He said who's going to attest to this being an equivalency because again, I've seen good buddy hired into several jobs that they weren't necessarily qualified for because they needed a job.

Ms. Creasman said I haven't seen that in HR. She said if there's someone you'd like me to look at.

Commissioner Richardson said no, I'm not going specific with you, I'm not going into that trap, that's a staff trap and I'm not getting into it. He said I'm looking after the citizens of Beaufort County to make sure that a qualified person is hired to fill these jobs, that's what I'm concerned about.

Ms. Creasman said we even have some safeguards in place, for instance with the Health Department and Social Services when someone does not meet the full qualifications and these are qualifications established by the Office of State Human Resources, then there's a safeguard in that if you have no applicants that qualify you can actually hire someone to work against that position. She said once they have one year of experience then they go into that position, and I think just one example that we've used is a work against, but we do try really hard to make sure they qualify.

Commissioner Richardson said I know sometimes we work too hard to qualify so that's what I'm concerned about, that's what I'm working on here. He said I have another solution to this problem, why don't we let the department head that's going to work that individual sign off that they have the equivalent experience.

Ms. Creasman said they're actually doing that when they sign the personnel action form.

Commissioner Richardson said they're making the recommendation; they're signing the personnel action form so they're saying that they have the equivalent experience and then the manager signs that they have the equivalent experience so you're telling me we've got two checks in this thing. He said I'm satisfied if we've got two people signing.

Ms. Creasman said then if there's an instance where we don't have qualified applicants, and that can happen, then you can do a trainee progression. She said you can allow someone to come in as a trainee or either a work against.

Mr. Hedgepeth said it's actually three checks because HR, there are times when I ask to do something Ms. Creasman has said you can't do that or that's not what's recommended.

Ms. Creasman said we do look at it closely.

Mr. Hedgepeth said so HR has a check, I have a check and in this case the manager has a check.

Commissioner Richardson said okay, I'm satisfied.

Commissioner Deatherage said this is no different to me than the Sheriff's Office. He said I think there should be a centralized management of IT. He said we have our IT department over in DSS and it can grow, if necessary, and it can be managed there if necessary. He said then we have a couple of positions over at the Sheriff's Department and now one over at EMS and eventually we have to many things to deal with and raw intelligence and a lot of money because a lot of these guys are able to go out and spend money for third party software if necessary and we Commissioners, well some of these Commissioners don't know anything about this so, my opinion, it would be best for Beaufort County to have one manager over all of it and they would be responsible for the best application of using software, either create it in-house or purchased and they would report to us and we could make that determination. He said but we're getting to spread out. He said I can't vote for the spread-out system that we have now, I really can't vote for it.

Commissioner Richardson said well I'm going to vote for it. He said what I would say to Commissioner Deatherage is we need to look at this as part of the budget and we need to look at that as something we probably need to work our way into over a period of time. He said I do agree we've got to many intelligence people in County government whereas one or two could probably do the whole thing for what we're doing but I don't want to try and solve that problem tonight. He said I'd rather bring it up as part of the budget and try to solve it there.

Commissioner Walker said I think this is so unique that you need the person that you're talking about to do it. He said he's administered drugs; he's been on the road, and he knows these things. He said he just happens to know IT too so he might be the perfect candidate for this and like I said it's a very unique position.

Mr. Hedgepeth said like I said, this is going to be advertised. He said if we find someone that's better than who we have we're going to be tickled that they have an interest in Beaufort County. He said we know we've got a good one already but we're going to look and be open to see what we get from others as well.

Chairman Waters said well the data was very impressive that he brought to the EMS Oversight. He said I mean it was over, right at 10,000 calls last year for every part of Beaufort County.

Motion: Commissioner Booth motioned to approve reclassification of Administrative Specialist to Technology Specialist in Emergency Management. Commissioner Walker seconded.

Yes Vote

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

No Vote

Commissioner Deatherage

See Addendum 2

Contract Amendment, Yard Debris Management

Ms. Christina Smith said the first item that I bring before you is a contract amendment for yard debris management. She said as you'll recall, for the last several years Shavender Trucking has provided the grinding at the landfill. She said we issued an RFP for that four years ago, it was a three-year contract with the option of two one-year extensions. She said we've extended it for one time. She said when we had negotiations or discussions with Shavender, due to the increase in fuel price he did request that a fuel price be added to the extension contract. She said we believe it's in the best interest of the County to do that and also, as has been the Board's preference in the past, if you look at item #4 it says the fuel charge will be added if the price of fuel is over \$3.50 per gallon. She said as well all know the price of fuel is higher for now but if it were to drop back down to the \$3.50 then the surcharge would no longer be charged.

Chairman Waters said so it's a monthly, it can go up and down on a monthly basis.

Ms. Smith said no sir, well actually it goes up and down on a daily basis. She said because this is for non-highway diesel.

Vice-Chairman Langley said you recommend this.

Ms. Smith said absolutely.

Commissioner Rebholz said the second dot point says yard waste management process typically involved grinding debris and spreading it at the site, the process is not compliant. He said what does that all mean, what does it mean we have to do.

Ms. Smith said remove the debris from the site. She said we operate the yard waste processing facility under what is called the yard waste notification. She said that's basically a permit without the word permit in the title of it from the Department of Environmental Quality, Solid Waste Division. She said in order to be fully compliant with that yard waste notification you are not supposed to retain the material that is collected and shipped on site. She said Beaufort County has been retaining that material for many years and that has not been an issue until recently. She said you will recall for the past many years

we've had storm events and things like that, so they've been a little more understanding, forgiving, whichever word you'd like to use but in all of our research as far as the solid waste procedures and policies of the County that's something that we discovered that we had not been compliant so we're trying to become compliant.

Commissioner Rebholz said so we're going to go from \$13.08 a ton to \$19.88 a ton.

Ms. Smith said yes sir.

Commissioner Rebholz said that's a lot of increase.

Ms. Smith said basically we only have one gridding left to do so we try to do it sometimes two times a year and we're hoping, it needs to be ground right now.

Commissioner Rebholz said how much tonnage are we talking about on an annual basis.

Ms. Smith said I do not have that here and I do not remember. She said we had, I do not know, and I cannot pull that up standing here.

Chairman Waters said this is all being done at the Hawkins Beach site.

Ms. Smith said yes sir and again, because we did not have a storm event this past year the amount of vegetative debris is less than it has been in the past, that's why no additional funding is required.

Commissioner Richardson said how are we going to get ourselves compliant, if it's not compliant how are we going to get ourselves compliant.

Ms. Smith said right now this is first step with the inspector so with this grinding we will remove the chips from the site and then we're going back, working with him. She said there may be tilling of the debris that's there, maybe pushing it up into rows, different management of the debris.

Commissioner Richardson said does this include, this includes the tillage of the site, this price.

Ms. Smith said no sir, this is grinding and removing it from the site.

Commissioner Richardson said he's going to haul it off this year but we're plowing, I don't understand, it sounds like we're doing both. He said it sounds like we're hauling it away and it sounds like we're tilling it in.

Ms. Smith said we may have to go back and till some of what's existing, the prior things that exist there.

Commissioner Richardson said all you have to do is pour some nitrogen on it and get your nitrogen ratio right and it goes away.

Motion: Vice-Chairman Langley motioned to approve the contract amendment with Shavender Trucking. Commissioner Booth seconded. The vote was unanimous.

See Addendum 3

Two-Year Cellular Service Contract for Cameras

Ms. Smith said again, I bring this to you, we are requesting approval for a two-year service contract for additional security cameras. She said if you recall, it's been a few months since Mr. Overman brought this to you, we purchased ten security cameras and each of those cameras require cellular service to go along with that in order to transmit the information. She said we've installed the cameras at the sites and what we've discovered is that there are three sites that we really need three cameras, just because of the size of the site and the high levels of activities at the sites. She said we can't get the entire, the camera's does not span to get the entire site in, so we've gone back to US Cellular and requested additional coverage. She said just as with your cell phones when you purchase a new phone there's a new two-year agreement and because our purchasing policy requires the Board of Commissioners to approve any multi-year contracts I bring this back to you for your approval to approve additional three, two-year contracts for the additional three cameras.

Commissioner Booth said you haven't had any more cameras shot down have you.

Ms. Smith said no sir, we've only lost one to ammunition as far as we are aware.

Chairman Waters said that was on Beach Ridge.

Ms. Smith said yes sir.

Motion: Vice-Chairman Langley motioned to approve the contract with US Cellular for the additional three cameras. Commissioner Richardson seconded. The vote was unanimous.

See Addendum 4

Solid Waste Ordinance Update

Ms. Smith said this last item is an update regarding the new solid waste ordinance. She said the first draft was sent to the County Attorney for review, as well as the consulting engineer, tax office staff, finance office staff and the County Manager. She said we met and had a lengthy discussion on that. She said I believe some of the draft copy was sent out to the County Commissioners for their review as well. She said just wanted to bring that forth to you to let you know we are working on that. She said I'm not sure if the County Attorney would like to speak but again, at the last meeting we discussed the legality of enforcement action, both criminally as well as civil. She said the County Attorney has sent out some emails with his opinions on that. She said also the method in which the solid waste fee is assessed and collected. She said we're still working through the details of that with the Tax Assessor regarding the capabilities of the current tax software, whether currently a property in the County is not designated by its use, i.e., commercial, residential, or institutional or industrial. She said you can't run a cue in the current software and get that information so we're having to go back and do some manual pulling of numbers in order to look at the ways fees are imposed and what's the most equitable way to do that.

Chairman Waters said Mr. Francisco, did you want to add anything.

Mr. Francisco said the only thing I wanted to add to it was I sent each of the Commissioners somewhat of a plan we were considering of notifying people of mail we had found, say we found, I didn't find it, it was provided to me and to bring it to their attention but that horrible place on the road out there from my house to the dump. He said you saw the pictures. He said we were going to notify the people whose trash we found, whether they put it there or their next-door neighbor did, and I heard, after sending to each of you I heard from three Commissioners my conclusion was you were not in favor of the mailing we were going to do, and we just backed away from it. He said I was a little surprised at that. He said I frankly thought we got them and maybe get some people out there to clean it up whose trash it was but there it sits. He said that's a concern, I mean I think Commissioners need to decide how they want to solve this problem. He said maybe it's not a good idea to write them a letter and say here's your trash, what are you going to do with it, we want you to go out and clean it up. He said maybe that's not the best idea.

Commissioner Richardson said well there's two things going on here. He said one, I need to give notice to the Board, to the Clerk, to the Manager and everyone else that my County email does not work so use my regular business email. He said I do not intend to hook it back up because it was a big aggravation, so I didn't get what you sent out. He said getting on to that, I agree with you 100%. He said I've had personal experience with that kind of program where you go through their trash, you find their bills and in Hancock County, KY so I don't know how the laws apply here but I cleaned that up using that and it only takes two or three months. He said you only have to write about twenty letters or make about twenty or thirty phone calls before word gets around. He said what usually happens is people will start telling you that's not my material, that's not this or that and what you do is you read to the I see you're behind three payments on your Woolworth's credit card and by the way here's a letter from Aunt June, she says she's dying. He said now you tell me that's not your mail. He said when they hear this they will immediately say we'll come and get it and they usually come and get it, clean it up and do what they're supposed to do. He said what he's suggesting is a very good program and I think we should do it and I make a motion that we do it.

Motion: Commissioner Richardson motioned to approve sending letters to people whose trash is found throughout the County and ask them to clean it up.

Chairman Waters said I'd like to clarify the motion. He said I think that on each letter it's to that individual and does not list the other ones. He said it's just from David Francisco and it's private, it does not list the other ones.

Commissioner Richardson said I agree. He said you're going to get a lot more cooperation if you keep it private because some people are just embarrassed and what you're going to find out is some people have given their trash to a friend to get rid of and they didn't do them a favor when they got rid of it so all kinds of things can go on here and the more private you can keep it the better off you are.

Amended Motion: Commissioner Richardson motioned to approve sending individual letters to people whose trash is found throughout the County and ask them to clean it up. Chairman Waters seconded. The vote was unanimous.

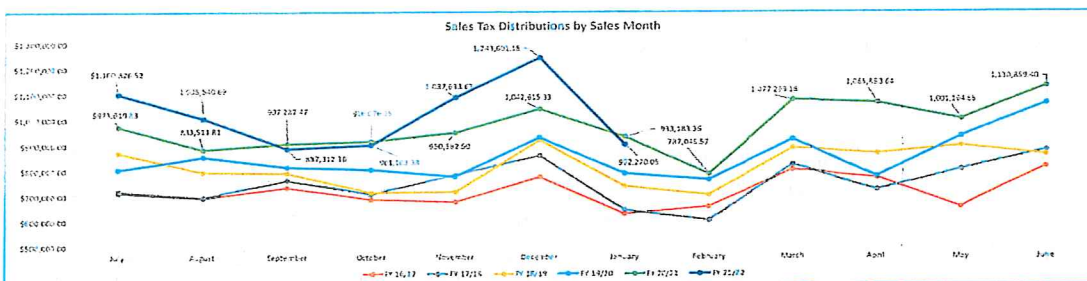
Chairman Waters said one example, and I may have said this two months ago but there was a large garbage bag on the side of the highway on NC 99. He said I stopped and went through it, enough to get the names off of it, called the individual and was very nice and said I realize you probably dropped it by mistake, he said my son did it, I know, and I'll pick it up tomorrow morning and I thanked him for doing that. He said it does work. He said I think we can do it.

Finance Report

Ms. Anita Radcliffe said I want to give you a quick finance update, particularly the sales tax revenue.

Sales Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Increase/Decrease from Prior Year
July	\$ 713,975.87	\$ 719,967.21	\$ 870,925.51	\$ 804,652.23	\$ 973,619.83	\$ 1,100,826.52	13%
August	694,327.92	697,155.16	796,311.30	854,426.57	883,511.81	1,005,540.69	14%
September	735,415.92	763,858.26	792,899.77	814,733.86	907,292.47	867,312.36	-2%
October	687,368.97	709,056.75	715,000.12	804,683.75	916,076.35	901,109.38	-2%
November	678,662.71	784,994.00	719,319.88	777,598.60	950,382.50	1,087,633.63	14%
December	776,383.51	861,236.00	921,986.60	930,297.04	1,042,615.33	1,243,601.18	19%
January	630,087.18	646,138.74	740,157.36	788,529.34	933,183.36	902,270.05	-3%
February	658,948.75	606,233.88	705,795.83	764,137.44	787,045.57		
March	803,631.79	824,136.16	889,127.85	921,933.13	1,077,299.18		
April	770,625.14	723,909.18	867,118.48	776,230.67	1,065,853.64		
May	656,305.73	804,783.81	897,173.25	933,146.42	1,001,164.88		
June	815,681.04	880,678.58	863,478.38	1,092,286.33	1,130,859.40		
Totals	\$ 8,621,314.53	\$ 9,022,107.73	\$ 9,779,294.33	\$ 10,232,655.38	\$ 11,668,894.32	\$ 7,128,787.81	
Increase from prior yr.		\$ 400,793.20	\$ 757,186.60	\$ 453,361.05	\$ 1,436,238.94		
% Increase from prior yr.		4.65%	8.4%	4.6%	14.0%		

Budgeted Sales Tax Revenue	
\$ 10,725,500.00 FY 21/22 Budgeted	
\$ 12,219,921.96 7 month's Annualized	
\$ 1,494,421.96 Current Surplus	



Board of Commissioner's Meeting
4/4/2022

Ms. Radcliffe said we just received information about our January sales, you've got a handout at your desk, and we did fall slightly for the January sales, which is anticipated. She said you know we hit our peak in December with our Christmas sales and if you look at the line graph down at the bottom, we always typically have a correction for the January sales when people typically realize what they spent at Christmas so they're not spending as much so we did take that normal slide and we went down 3%, although the state did go up 4.4%, which was kind of interesting to me. She said I wanted to share that with you but still running a \$1.5 million surplus in sales tax for the year. She said that's really all I have for a finance update for the evening.

Workers Compensation Deductible

Ms. Radcliffe said so I did mention to you at the budget planning retreat that I wanted to explore the possibility of going at least partially insured with our workers comp. She said historically the County has always been fully insured through the Associations risk pool for workmen's comp with a zero deductible. She said when I got looking at the claim's history, and you can see that listed on page 224, I actually reviewed the claims history for the past six years and you can see that our average number of claims per year are seventeen claims, and the six-year average of the claims annually are right at \$49,000 per year. She said when you consider the fact that over the past six years our insurance company has only paid out less than \$49,000 on our behalf in claims per year but we're paying \$325,000 for the insurance then you start asking the

question does it make sense for us any longer to have a zero deductible. She said so there's an opportunity here to increase the deductible to a comfortable amount, a tolerable risk amount and really produce a large savings for the County. She said looking at what an appropriate amount for a deductible would be I reached out to the Association to see what the premium would be on a \$250,000 deductible or retention and also a \$100,000 deductible. She said I also reached out to another company called Gallagher Risk Management, that several other counties in the state use so you can see they're at the bottom of page 224. She said based on the amount of deductible, excuse me, the amount of premium for the \$250,000 deductible, the Association would be charging us \$103,000 for that. She said then if we add in our average number of claims, \$49,000, that gives us an estimated annual cost of right at \$152,000 and a \$250,000 retention. She said if you compare that with what we're paying now, at \$325,000, that produces about a \$168,000 savings annually for the County. She said looking at the \$100,000 deductible with the association, the premium for that would be \$124,000 plus our average annual claims of \$49,000 that gives us an annual cost of the \$100,000 deductible of \$173,000 and that produces an annual savings of almost \$147,000 for the County. She said so my recommendation to the Board is that giving the savings between the two retention amounts that we raise our deductible from \$0.00 to \$100,000 and if we do that, which I recommend we do, we would need to establish a workers comp reserve fund in which we're going to take those savings of \$147,000 each year and redirect those to that workers comp fund and also would like to recommend we put \$600,000 in there as a transfer from the general fund to give us a safety net just in case something were to happen if we do have some claims and we do have to pay out that higher deductible we'd be covered there as well. She said so essentially tonight I'm recommending that, and this would all happen with the new budget as of July 1, recommending that you allow us to move forward with that \$100,000 deductible as of July 1. She said as of July 1 we will establish that workers comp reserve fund and in the budget that we present to you in the next year we will be showing a transfer of \$746,000, which is the \$600,000 safety net and the \$146,000 savings to that reserve fund.

Chairman Waters said the deductible is \$100,000 per occurrence or per incident.

Ms. Radcliffe said yes, it's per incident. She said so I had that same question when we met with the Association. She said my concern was there could be a group of County employees traveling in a vehicle to a conference and there's an incident or an accident and my question was if there's five of us in the vehicle is that \$500,000 or is that \$100,000 and it is per incident so it would be the \$100,000 deductible in a case like that.

Chairman Waters said even though there was five people.

Ms. Radcliffe said that's right, yes sir.

Commissioner Richardson said I understand your reasoning and I'm going to commend you for thinking like this, I think saving money is always a good idea. He said I have a problem with the risk that's involved in this. He said what worries me is if you come up with these deals that affects every employee in the County and with asbestosis that we've had in the past, we've had these volatile things come around and a whole bunch of things out there that could affect every employee in the County, with \$100,000 deductible we've got what, about 400 employees. He said you've got a \$40 million liability for \$100,000 a year in savings. He said I would rather see us do something like negotiate with the Association for a \$20,000 deductible on every employee we would pay that and then let's see what the rate is because when you have a \$0.00 deductible you really have a tremendous insurance policy that's going to step in and take care of anything bad that could possibly happen to you. He said I'd hate to be sitting here with 200 employees at risk for some claim that somebody made a plastic somewhere that going to give everybody cancer and now we've got to pay it. He said of course we're going to sue them to get it but we're still on the hook and first in line.

Ms. Radcliffe said so a couple of things, first of all the \$20,000 deductible, it did not really produce savings for us, not of any magnitude. She said secondly, your point about the like mesothelioma, cases with asbestos and things like that, this is a risk but I believe it's a calculated risk and for your concerns in that area, in speaking with our Risk Manager, and she's here tonight and can speak better to it than I can, we would have to be found guilty that we were negligent in some way as an employer and that we directly caused that to happen to our employees and because we have such a strong safety program in place for five years now and we have all the policies and procedures in place that are set up by OSHA, I'm not saying it's not possible that we'd ever be found negligent for something but in order for us to have to pay out a claim that you're speaking of in those terms or that magnitude, we'd have to be found, like I said, negligent.

Commissioner Richardson said well what I would say to you is if you can conceive of it it's possible for it to happen. He said with my employees and my workmen's compensation I don't want any risk whatsoever for my employees. He said I don't want them looking at me saying you should've protected me better than what you did so my lawyer is going to sue

you and that's the same things that's going to happen with the County on a lot of this stuff. He said I think we need to treat our employees a whole lot better. He said I think they deserve the total protection that the law provides them and that's the good thing about workmen's compensation insurance, for those of you that don't understand it, if you buy the policy and get the zero percent liability on you, you've got total protection on this thing. He said it's very rare that you would be sued personally or outside of this so I'm looking at it from risk and I'm looking at it as an employee benefit, because we spend a lot of time in here discussing employee benefits but mostly we're shoveling money at them. He said we need to shovel some protection at them and I'm not going to support changing it. He said I think the \$150,000 we save is nothing compared to the risk.

Vice-Chairman Langley said initially you touched on what I was going to ask you and since she's here, can you come up. He said my thoughts are you've been involved with the Finance Office about the risks involved here in Beaufort County and it is your suggestion or acknowledgement that what she's about to do is a good thing.

Ms. Jennifer Ore said I agree with her because I actually did it at a prior job.

Vice-Chairman Langley said hold on a minute, please back up and identify yourself.

Ms. Ore said I'm Jennifer Ore, I'm the Risk Manager for the County. She said I've been here since 2016. She said prior to that I worked as a safety specialist for another municipality, and I did that for nine or ten years and at that place we were fully self-insured, so we had, we didn't even have a co-insurance. She said we were totally self-insured and so, in my experience, the plan Ms. Radcliffe has come up with is the best for the amount of money. She said it's a good cost and savings. She said you will see the cost and the savings.

Mr. Alligood said just real quick, and let me clarify, we are not impairing the coverage for employees at all. He said there is no difference in workmen's compensation coverage under this plan or under a zero deductible plan. He said we're just assuming some liability to pay up to a certain amount before the insurance kicks in so there is no impairment to workmen's compensation at all.

Commissioner Rebholz said well, I don't know of any of us here that don't have a deductible on our house or on our car that we take that risk ourselves and we've been through this. He said I fully support this plan.

Commissioner Booth said when you say there's a \$150,000 deductible, \$100,000 deductible, so we as a County, up to \$100,000, if she sues me for saying something out the way to her the County pays up to \$100,000 before insurance comes in.

Ms. Radcliffe said no, that falls under our P&L. She said this is strictly for worker's comp. She said what we're doing here, we're not trying to reinvent the wheel. She said I wish I were that smart, but this is what most counties do. She said the City over there, they have a \$600,000 deductible. She said the City of Greenville, they're 100% insured. She said they don't even have a stop-lose in place that kicks in at any level.

Commissioner Booth said I understand but what they have is not clear in my thoughts or my thinking. He said I just want to be clear and maybe, and I support it if, like you said, it saves us money, but I want to be sure that, I mean \$600,000 in an account reserve, six people could take that up in one time. He said you never know what's going to happen. He said that's the point I'm trying to get to. He said if these six people come in, or ten people, maybe come in they could wipe that out in one time but what you said to us is most of the time we are in the right.

Ms. Ore said the thing is, the way I like to look at it, because I like to, I always say make it basic for me. She said for example, if you have someone hurt and that occurrence is \$49,000, then what we're saying is that money that's in reserve, we would basically pay that \$49,000. She said so you get somebody who has a claim, and normally you're only going to have a death benefit that's going to be more than \$100,000 and you've got a bigger problem then that when you have a death benefit. She said so normally, from the type of jobs that we have here at the County the risks are not that high because for things, we don't have that much silica, we don't have asbestos, all those things that, basically you can't say for sure that they're totally done away with, but you have to have memo's put out that say don't drill into the walls, don't do that. She said that's what the safety program comes in. She said so a lot of these things, you have to identify and say this happened to me at work versus being a general member of the public. She said so you look at it in that sense so you may use \$100 for that occurrence but when you look at the types of claims that we have, they're very minimal. She said the claims that we have, a lot of times too, with worker's compensation you have medical only, you have indemnity, and you

even have first aids. She said a lot of the claims will actually be fist aids, meaning you just got a band-aid and some Tylenol. She said for medical only you just go to whatever the occupational doctor is, they put you out on restrictive duty. She said that's normally \$300 or \$400. She said indemnity is like if you have a surgery or things of that sort. She said that's when it gets big, but you rarely have those.

Commissioner Booth said once we change, and if the wheel runs off we can always go back and lower it down can't we.

Ms. Radcliffe said yes, we can look at this annually and chose what deductible you would like.

Chairman Waters said when you look at the last six years' worth of history, the most we paid out was in 2016/2017, and that was \$151,000. He said the next one was in 2015/2016 and that was \$71,000. He said when you look at the different risk areas it looks like it's in Water and the Sheriff's Office.

Commissioner Rebholz said the water meters have mitigated that.

Commissioner Booth said this would start in July.

Ms. Radcliffe said yes sir.

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

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 5

Modification of EMS Rescue Tax District ER to Include Town of Bath

Mr. Brian Alligood said as you will recall we provide EMS services across the County using special tax districts, special EMS tax districts. He said you are not, as a County, to put in a special use tax district in a municipal area without the municipality agreeing to it. He said so in this, as you will recall, it was three or four years ago the Town of Pantego was paying us the equivalent of \$0.05 through their general fund to receive EMS services in their jurisdiction. He said the Town of Bath was doing the same thing. He said we changed Pantego because they asked us to. He said where the Town of Bath has asked us to do the same thing. He said you'll see the resolution from the Town Council of Bath. He said it's asking us to take the \$0.05 that they are currently paying and incorporate their area in the service district so that we would then bill for that on their tax bill and the Town of Bath would either do away with their \$0.05 or whatever they chose to do but that's totally up to them. He said we have a timeline for you. He said as you recall, last time we did this it's a very structured process, we have to hit our time marks on it, we have to put a public notice out, we have to send a mailer to ever person who owns property in that jurisdiction. He said so we've got our timelines laid out. He said you'll see the new maps and then you'll see the timeline page. He said but they've asked us to do that, we've done it before for other municipalities so we would recommend your approval to move forward on this.

Chairman Waters said if I remember correctly I think you and I made a presentation to both of the town councils the same night and Bath chose not to at the time, whereas Pantego did made the switch.

Mr. Alligood said we did Mr. Chairman, we talked to both of them because both of them asked us to explain it to them and we did and essentially, I think Bath looked at it a little too long because obviously the timeframe in which we have to move on this, we can't get to close to the July 1 start date because we have to hit all of our time marks because it has to be out four weeks ahead of time. He said so last year they said can we do it and we said you're too late. He said we would make that recommendation to move forward.

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

See Addendum 6

Request for Special Minimum Rate for Deputy Sheriff Job Classification

Mr. Alligood said as you'll see on page 230, article 4, section 6 of the Beaufort County Personnel Policy hiring rate starting salary lists "that at the recommendation of the County Manager, the Board of County Commissioners may authorize a Special Minimum rate for job classifications in which the County experiences significant difficulty with recruitment and/or retention of employees. In effect, this becomes the new minimum salary rate for employees hired in this class. Prior to utilizing the Special Minimum Rate, salaries of current employees in the respective job class shall be reviewed by the Human Resources Director and the County Manager and shall be adjusted to the Special Minimum Rate to maintain equity for the class." He said so the Sheriff's Office came and said we're experiencing significant issues with recruiting and maintaining employees. He said they ask that the Board consider the special minimum rate of \$40,000. He said you'll see that in looking at that on page 213 they've given you comparisons of the neighboring counties that are drawing employees away from us. He said you'll also see the current deputies that are below this. He said they have a really good rubric in which they look at new hires, they look at them based on educational incentives and then 1% of base pay based on five years of experience. He said they've got a set rubric in which they say if you've got this much experience we don't necessarily bring you in at minimum, we give 1% for every five years and then based upon their education, which this Board approved years ago before I got here. He said so part of this is the consideration of going to a special minimum for newly hired deputies. He said you've done this before, you did it for Environmental Health umpteen years ago, I wasn't here then, during that time, but it's my understanding you did that. He said then this would adjust those current deputies based on where they need to be because if you don't adjust them like you've noted in the personnel policy then you've got compression again. He said you've moved to \$40,000 but they've been here for however many years, and you bring a new person in, and you've compressed them up against them. He said so these are the six folks and they're qualifications and the adjustment based on their qualifications. He said the fiscal impact is \$8,959 for the existing ones in the class and \$851 for each new one that's hired at \$40,000. He said Chief Deputy Rose is here to answer any questions you might have about the comparisons or any questions you have about their rubric that they use when hiring people. He said but based on the personnel policy that's there you have the ability to do that. He said we have to bring you that recommendation and we're bringing you that recommendation tonight.

Commissioner Booth said you say we have six people that don't meet this \$40,000 qualification.

Mr. Alligood said if you initiate the \$40,000 new special hiring rate then these would be below, you see they're current salaries, they'd be below \$40,000. He said so you want to adjust them up based upon, so they don't get compressed. You don't want to take the \$40,000, you want to take them a little bit above.

Commissioner Booth said so this probably would start in July, am I correct.

Mr. Alligood said this would start immediately.

Commissioner Booth said let me ask one other question I need to ask. He said if we hire a new person at \$40,000, after he gets a certain, after he goes through the probationary period he gets another raise, is that correct.

Chief Deputy Rose said no sir.

Commissioner Booth said you all don't do that.

Chief Deputy Rose said the things that makes it different for us than other agencies is the vast majority of people we hire is a little bit of the minimum requirements. He said the Sheriff can actually hire somebody off the streets and then we have a year to put them through BLET but that's a lot of time and effort. He said the attrition through BLET, a lot of time if you hire someone to do it, you only actually get one employee, so we hire people who are already BLET certified, and we actually start them out paying them a little more than the minimum because of that certification.

Commissioner Booth said Lenoir County did this last week.

Chief Deputy Rose said correct.

Commissioner Booth said what is their minimum salary.

Chief Deputy Rose said I know Lenoir County has gone up recently and I know Kinston municipality has gone up recently and their numbers are right around \$40,000 to \$42,000.

Commissioner Booth said what's Pitt County's minimum.

Chief Deputy Rose said Pitt County's minimum, I believe it's listed up there, is right at \$42,000. He said now I would love for us to say \$42,000 for us but \$42,000 puts us so close to the first promotion. He said if you get promoted to Sergeant you're making \$45,000 so I wouldn't want to hire somebody at \$42,000 and then promote them and be like congratulations, you've got tons more responsibility, but I can't give you more money.

Commissioner Booth said that's what I was getting at, but I don't have a problem with what you're doing but the thing about it is I'm taking you at your word that the data, most of the time when anybody is hired and gets off probation they get a little bump. He said what I was trying to get to is the six that you were bringing up to the minimum and the ones that just come on, if we give them a bump then that six deserve the same bump as the ones that we're hiring but since you're going to give nobody bumps unless they get promoted or something.

Chief Deputy Rose said that's part of what our issue is that there's really not a mechanism even in the County for in-grade pay adjustments. He said there's just not.

Commissioner Booth said I was thinking that you were doing it but if you say you're not then I'm fine with it.

Chief Deputy Rose said in years past we were able to do stuff like that but probably about two years ago that pretty much put a stop to that. He said if I could do it now I wouldn't be here right now. He said I would've already fixed it before we got to that point.

Commissioner Booth said I just wanted to hear you say that, that we don't do it, but I don't have a problem with what you're asking.

Chairman Waters said this would affect the six vacant positions that you're showing.

Chief Deputy Rose said no, they're not vacant. He said the positions that you're seeing have people in them.

Chairman Waters said so the new hires.

Chief Deputy Rose said yes. He said really, basically we have the vehicle to hire people at a higher rate without having to come before the Commissioners, there's policy for us to do that. He said where the request that we're making is that out of all fairness to the six who are already here and already doing the job, I put myself in their position, if we start hiring people, if I've been here for years and I'm doing my job and then you hire somebody and they're actually making more than me on day one I would probably find that very unfair so I'm just trying to do what's fair for the six people that we already have that are doing their job. He said that's just what we need to do if we're going to hire people at \$40,000.

Mr. Alligood said the personnel policy speaks directly to that equality so there's not compression.

Vice-Chairman Langley said one of the major things that you do when you do get a pay increase is for education.

Chief Deputy Rose said yes.

Commissioner Richardson said but there's no, we've got this, help me with this, I don't even know the nomenclature. He said you've got this job classification, say it's 51. He said within that classification are there not steps. He said there's a maximum and a minimum for that classification.

Mr. Alligood said there's a hiring grade, there's a mid-grade and there's a maximum. He said if you're thinking about steps that's kind of like the state plan where every 2.5% or 5% there's a step up and you go through the grade. He said we don't have that so based on the personnel policy and depending upon the persons qualifications, history and experience in the same field the Sheriff's Office can bring someone in based on their rubric that they have up to the mid-point. He said if they bring someone in at mid-point and above, or above mid-point it has to come before the Board for approval. He said I can't approve above mid-point. He said so they can bring it to me, and Chief Deputy Rose can say based on this rubric this person has this much experience, they have this much education, we want to hire them at 15% above hiring rate and they

say this is why and we say okay, but we can't go above mid-point without coming to the Board. He said we don't have steps.

Chief Deputy Rose said if I could add to that, right now, with the way things are, if I hire somebody, unless they get promoted or reassigned the only way they're getting an additional pay increase is through a COLA. He said there's no mechanism in place for a merit-based incentives. He said he did put something in place for longevity that is, I guess specifically just put in place last year that was a little bit retroactive but the folks we're seeing aren't going to see that for, I guess, four or five years. He said that's really the only mechanisms that are in place now. He said I can't see, or I can't really do anything at a department level or at a division level without getting approval from the Board for any individual pay increase for any employee. He said there's not a mechanic in place through the personnel manual.

Ms. Radcliffe said if I could just say, that's when we speak about the three legs of the stool and we have the longevity piece, which we have in place now. She said we have the market piece, which the COLA covers and what Chief Deputy Rose is referring to, which is the merit piece, which we don't have.

Commissioner Booth said and never will.

Mr. Alligood said you may not necessarily look at a merit piece, you may look at a step so a timing grade. He said I'm not sure I'm a fan of step simply because, I've been here and you've got to pay me this, I could be the sorriest employee, or I could be doing just enough to get by and not get fired. He said the state will put you in steps where you get, and you get, and I understand you are not a merit guy and that's where you and I differ.

Commissioner Booth said I could be the sorriest employee you ever had but I play golf with you, and I'll get it. He said not you, I'm saying it as a joke but that's how that happens.

Mr. Alligood said in all fairness, there are some challenges with merit, and I will agree to that, absolutely. He said it has to be done correctly, there has to be good oversight on it, and it has to be really clear metrics when you're looking at it. He said but you can, just like any other program there are opportunities to do wrong if it's not looked after and maintained and done right. He said I will agree with you, and I understand Commissioner Booth you've had some bad experiences with the state of North Carolina. He said I used to work for the state of North Carolina too and I understand exactly what you're saying.

Commissioner Booth said I'm like my good friend Vice-Chairman Langley here and some juice just ain't worth the squeeze and I don't care how human we are, we've got buddies. He said I don't hire the County employees, but I'll tell you right now if I had my way I'd give them more money. He said is that right, no, but we're human and there's no way, no way under God's earth you can make merit pay fair because we are human.

Mr. Alligood said so what I would challenge you on is I think the Board understands the challenge that we have in keeping employees and helping them progress through the pay range as they stay here. He said we do try to keep; the Board does try to keep up with COLA. He said ever since I came to work here you guys have always issued a COLA based on CPI is. He said I tell you; we're going to have an interesting conversation based on what CPI is this year because CPI is 8.5% right now. He said I think we're going to recommend to you a 5% but we can have a discussion about that later but that's a huge number for us and we need to know ahead of time how we can work that but there's got to be a mechanism to be able to award an employee for good performance and move them up in the range instead of just saying we're going to give you a COLA because a COLA affects everybody. He said it just ups, everybody steps up with that. He said the longevity just simply says you've been here long enough, you get this. He said remember we talked about it, like Ms. Radcliffe said, the three-legged stool. He said if you want a solid pay and classification plan and you want to reward good performance, I know you don't want to do that, I know you don't like merit but there's, you've got to figure out something or you're going to have high performers who are getting paid the exact same thing of people who are just getting by and what that does is that encourages the just getting by. He said I can't fire you if you come to work every day and do what you're told and I can't give you a raise if you're the most stellar outstanding employee that we have and eventually what happens is that outstanding stellar employee says why am I doing that, I'm going to get the same pay as that person is so I'm just going to sit back and relax like they are. He said it's a challenge.

Commissioner Richardson said but any employee that comes to work for Beaufort County planning on a career in county government, they can move around within the system by bidding for other jobs that pay more, and they can change classifications. He said you can have a deputy classification I and a deputy classification II, for that matter, for stellar

performance. He said you've got to be able to move, you've got to be able to give employees who are stellar employees a better opportunity than those who are not.

Chief Deputy Rose said I actually appreciate that you're saying that. He said that's actually something we've been trying to put together for years, it just hasn't made it through the budget process. He said we've eliminated the corporal position at our office because of trying to make things fair over all to the entire pay plan from the Sheriff down to the Deputy Level. He said to your point, and you know, this is just part of sort of a vision, if you have someone that comes into law enforcement they come in for a specific reason. He said you don't have anybody that sort of backs their way into law enforcement because there's too many obstacles that you have to go through to get there. He said but then you have people who are in their early twenties, and they come in and they are full of fire, and they want to go. He said what happens when these guys get to be 25, 26, 27. He said they get married, they start to have children and then the idea of the whole point of I'm doing it because I love it and don't need to get paid goes away because they've got to pay utility bills and buy bats and gloves and things like that. He said so you see people who would love to stay at a Deputy I or a Deputy II but feel that they need to promote and promote so they can make more money, even if it puts them in positions that they either don't want to be in or maybe even shouldn't be in.

Commissioner Richardson said there's no question in my mind, and I've said this over and over again, that deputy that's been here for ten years and now knows half the County and where the problems are is worth a lot more money than that deputy who's been here a year or two and is just learning to get around.

Chief Deputy Rose said but you don't get there if you don't pay them. He said you've got to pay them to stay there otherwise you'll have Sheriff's in Pitt County and Craven County that will suck up that experience and knowledge that we've put into them and pay them an extra \$3,000 or \$4,000 and after that point we are forced, good things and bad things, we are forced to that 0 to 5 years and right now if you look at our agency right now we're at the point of eight to sixteen years. He said I don't ever remember being at that point, but you see salty knowledgeable deputies everywhere you look, and we need to do whatever we can to keep those deputies.

Commissioner Richardson said I agree with you, and I really have a problem with this. He said I'm not going to vote for this because I think it's the wrong way to solve the problem.

Chief Deputy Rose said sure.

Commissioner Richardson said I'd rather go back with some kind of a step system or a system if you've been here for three years and you have been superlative we can move you up into another deputy classification in order to reward you for that. He said I know that we're giving pay for the years of service but that really doesn't do it for me. He said but I know myself, and I've worked in industry too, and you just have people who don't want to be promoted. He said they like their job, they want to stay right where they are, they don't want any more responsibility and these are the people, usually, that you can depend on that are very well settled in their job. He said they're not flighty, they're not supervisory problems.

Commissioner Rebholz said I think this whole discussion though is not about creating a new pay plan for the Sheriff's Office. He said it's about setting a minimum standard pay for new hires and correcting situations that would cause with these six deputies.

Chief Deputy Rose said correct. He said this is a band-aid to fix the problem now.

Commissioner Rebholz said let's hold those discussions for another day. He said I'm in full support of this. He said you've got to have a new pay plan that you can advertise that is competitive in the marketplace. He said I've looked at 18 different agencies in North Carolina where their starting salaries were available. He said of the 18 of them 16 of them were \$40,000 or above. He said so I'm totally in favor of it. He said we can't keep going for less.

Motion: Vice-Chairman Langley motioned to approve the special minimum hiring rate of \$40,000 for the Deputy Sheriff job classification and adjust current deputy's sheriff positions to maintain salary equity. Commissioner Rebholz seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth

No Vote

Commissioner Deatherage
Commissioner Richardson

Commissioner Rebholz
Commissioner Walker

See Addendum 7

Public Beach and Coastal Waterfront Access Grant

Mr. Alligood said you'll see this is an invitation letter from DEQ from the Public Beach and Coastal Waterfront Access cycle, which is 22/23. He said this would be an opportunity for us to go out after this additional grant opportunity to finish out Wrights Creek. He said I know people have opinions about Wrights Creek, some people have different opinions about Wrights Creek but it's a phased approach. He said that third and final phase of Wrights Creek, we could actually go after with this grant cycle. He said it's in the 20-county coastal area and it only requires a 25% match grant as compared to a PARTF grant, which is 50% match. He said the COG has agreed to write the letter for us, the initial letter at no cost. He said we'd still have to come back to you if we get approved, to move forward with it but it's a great opportunity to finish that project out with less match money if you wanted to do it.

Commissioner Rebholz said quick question, the reference in-kind contributions and when you go through that it looks like there's probably some opportunity there that could take up our 25%.

Mr. Alligood said there can be part of it.

Commissioner Booth said you can go down there and cut the grass.

Chairman Waters said I think you'd have to go down there with a shovel or a backhoe or what they call a bush-ax.

Motion: Commissioner Booth motioned to approve moving forward with pursuing the grant. Commissioner Walker seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 8

Sheriff Office Staffing

Commissioner Richardson said right now there's 16, which sort of goes to what we were just talking about. He said I think that's all we need to say. He said is the Sheriff still looking for employees.

Chief Deputy Rose said if I may, there's one short in each of those so we've hired one sworn position, one detention officer and one telecommunicator since the time of this report on March 1 so we're down to 13. He said we do have some pending. He said I will say with the applications that we get, especially for deputies, we may get 20 applications and through that first screen we may not have any in that batch of 20 that can move on to the next level so we are getting nibbles, we are getting bites for applications and if we can move them along we can't but we're working to it.

Ankle Bracelet Program and Criminal/Civil Contact Report

Commissioner Richardson said there's only four people on ankle bracelets. He said one with a sex offense, murder, a drug offense, and felony desecration of a grave, \$1,500 secured bond. He said I'm still puzzled that we can't have more people on ankle bracelets, and I realize the problems that go with it but I still think we need to do some innovative things so we can get some people on it. He said having to stay at home with your wife or your mother is definitely punishment if you're on ankle bracelet and you can't go anywhere.

Combating the Drug Epidemic

Commissioner Richardson said I was hoping we could spend some time on the drug epidemic. He said what I would like to do is for us to start an initiative. He said this country is eat up with drugs. He said I talk to people all the time that can't hire people because they can't pass the drug test. He said they can't pass the CDL because they can't get a drug test. He said you look at the people who are in the labor pool and it's really, you really feel sorry for a lot of people who have ruined their lives with drugs. He said I've talked to a couple of superior court judges about their opinion about what should be done or could be done to put a stop to drugs and I'm not one of these people who say we've lost the drug war and we're going to have to give up and go away because drugs only get worse. He said the people that I've seen who have come close to overdosing and some of them don't even know they've overdosed are pitiful people. He said we as a society, as a Christian society owe them a lot more than this. He said the opinion that I've had from the people who are on the enforcement end, that is the law, the judicial end thinks that the drug laws that we have are too lax, too easy and it's too easy to get away with it and that if we made the penalty for dealing drugs high enough it would not be worth, the crime would not make it worth dealing drugs. He said now we may have to build another prison in North Carolina in order to do this. He said the counties in the world, if you look at some of the Indonesian countries and you look at China, and we all know something about the opium trade in China where the British were selling the Chinese opium and they were hauling a lot of money back to England and all that. He said when these countries that have been eat up with this sinful criminal activity, when they finally got ahold of it they made the penalty for dealing drugs and even possessing drugs so high that it is not worth it. He said they cleaned up their situation. He said that is the only way we're going to clean up the drug situation here in the United States and my whole purpose in this is to start a discussion that maybe we come back at our next meeting and that we need to be talking to our legislatures that we need to be taking a whole new look at the drug laws in the State of North Carolina. He said I will say this, and I know people take exception but it's becoming more and more true from what all the experts say about this, the biggest lie out there is that smoking marijuana helps your health. He said that is the biggest single lie that there is. He said the stuff is addictive and you can ruin your mind and we know that the suicide rate is higher for people who are smoking marijuana than from anybody else so let's take a look at what we can do to clean our County up by getting the State of North Carolina to make these laws more restrictive and appropriate the money for another prison to hold nothing but these people.

Ethics Policy on County Employees Serving on Boards and Committees

Commissioner Richardson said well I said I would have something at this meeting on that, but I really don't have anything for it. He said but my position is the same that it has been, if you are a County employee you shouldn't be serving on any oversight board or commissions that affect your job. He said you can certainly attend the meetings that the board or commissions need you, your expertise, your information and your knowledge but you shouldn't be voting on your own department and your own job. He said we shouldn't be doing that kind of thing and I'll probably bring that back on the agenda next month.

Support Lawsuits Against Illegal Immigrants

Commissioner Richardson said I don't know, I guess I put this on here. He said I don't remember exactly, I thought Commissioner Deatherage had this more than me so I'm going to defer to Commissioner Deatherage when we come to this.

Commissioner Deatherage said are you talking about the amicus curiae.

Commissioner Richardson said I think the amicus brief is in here and I want to keep thinking on that. He said I haven't had time to work on it, that's the only reason nothing has happened on it.

Discussion on County Employee Drug Testing

Commissioner Richardson said I think I got an email on this that, today or maybe yesterday, that we do sixteen employees every quarter.

Mr. Alligood said it's in your agenda.

Commissioner Richardson said that they are selected randomly and then we test those. He said how many positive hits have we had.

Mr. Alligood said I don't think we've had any. He said it's for safety sensitive positions. He said you can only test safety sensitive positions.

Commissioner Richardson said what if you suspect they're using drugs.

Mr. Alligood said if you have reasonable suspicion you can but it's a higher bar.

Commissioner Richardson said how many reasonable suspicions have you had.

Mr. Alligood said I'm not aware of any reasonable suspicions.

Commissioner Booth said what you said about you can't, about the drug policy.

Mr. Alligood said the United State Supreme Court ruled that if you're a government employee you can't make everybody be screened as a government employee. He said as a private business employer you can screen everybody but for government employers you can only screen safety sensitive positions so a person who is not deemed safety sensitive, a receptionist, an admin person, you can't just randomly drug screen them. He said the law does not allow you to do that.

Discussion on Response to Emergency Powers

Commissioner Deatherage said the first one I think I'm going to deal with is going to talk about our governor who still has emergency powers in order to decide how Covid is handled in North Carolina. He said I'm going to give you a rationale about what is happening across the nation. He said out of 50 states 28 of the states have allowed their emergency powers to expire. He said there are, excuse me 29 states have allowed them to expire. He said 21 states are keeping their emergency powers in force. He said 7 of the states are republican governors and 14 of them are republican democrats so it's across the field both ways. He said that doesn't make it right.

Vice-Chairman Langley said you said republican democrats.

Commissioner Deatherage said I'm sorry, I was misinterpreted there, maybe I did slur it a little bit, I don't know but seven states have predominantly republican governors and then 14 states have the democrat governors. He said it's a political issue, I don't know if it's a bipartisan wrong. He said four of the states are border states. He said all are keeping their emergency power in place for reasons unbeknownst to me, it could be that they're border states. He said two of those states are democrat states, two are republican states. He said North Carolina is becoming a border state, and we're going to get to that next, but I don't think this is what our governor is concerned with. He said let me explain something to the public and to the Board, there is no way this governor is going to lose this emergency power unless the election coming up goes one of two ways or both. He said the supreme court, there's a full slate of people seeking new seats, if it becomes a republican majority on the supreme court there's a chance on that, they could take action or action would be brought to them because the supreme court now is not a favorable court. He said that action could happen. He said I'm not so sure what would eventually be the outcome. He said the other way this could go down would be for the general assembly to have a super majority of republicans be elected. He said either way something's got to happen, somethings got to give. He said we cannot have a governor with emergency powers. He said these powers were put in place through our constitution for disasters. He said Covid is not a disaster. He said it has become a political tool and is being used to acquire money. He said so far in the last year about \$4 trillion and we now see the result in inflation, gas prices going up, people being paid not to work. He said nothing is working in this nation well, economically. He said it's going to continue down that path as long as we continue having too much government money out there chasing too few goods, hence inflation so things have got to change. He said I'm saying we've got to allow more of the elected folks in this state have more of an opinion. He said if the governor is going to have emergency powers he should have them for more of a specified time. He said the oversight should be drawn from the general assembly and I think that is going to happen, that needs to happen. He said our Representative Kidwell has taken a strong position on this issue. He said of course it failed, they got the amount of republicans that voted in order stop the emergency powers and limit the time he can use those emergency powers but of course the governor vetoed it and there was not super majority to override the veto so that's an issue and it's something we need to broach again. He said if you remember back, a good many businesses in Beaufort County were closed. He said

some of these businesses were considered non-essential while other big box businesses we're allowed to remain open. He said for whatever reason they were considered essential even though the ownership of those businesses were from states far away. He said then we all remembered our schools were closed close to a year. He said fortunately we weren't closed as long as in some other areas, but I've talked to some people high up in education here in Beaufort County and they say for some students there's about three years that they've lost in terms of their education and we're going to be re-educating the students at a greater expense. He said this idea that you're going to get them through in 13 or 14 years, counting kindergarten and pre-kindergarten, that's not going to happen for a few more years. He said so just understand this is a tremendous cost and we need to approach this, if for no other reason than to support whoever our representatives are in the general assembly to do what is write and override any veto of this governor.

Update on Relocation of Illegal Immigrant Information

Commissioner Deatherage said I'm going to move quickly on what's happening down on the border. He said the Biden/Harris southern border and resettlement project is going great guns right now. He said it appears that 200,000 people have been coming in for on average per month and they have been expelling about 95,000 on average so we have a net of about 1 million folks in this last year that are remaining in this country illegally. He said it's just come to my attention and probably to the attention of this Board and a lot of people in this audience that Title 42, which is a part of our bureaucracy that allows border patrol to send these people back because of Covid is going to go away and that has been announced that Title 42 will no longer be enforced and that folks will be coming possibly to this country in greater numbers because there is a greater potential for them to be here and do well, at our expense once again. He said so this is going to be an issue for us. He said we all understand that. He said that's why I've made the point that Beaufort County is a border county. He said it is going to be a greater border county in the future and I'm going to ask our administration what has been done so far because I'll be bringing this up month after month until we get somewhere.

Commissioner Booth said tell me, I mean before I ask the question I would like some clarification. He said how is Beaufort County a border county besides bordering Pitt County, Hyde County, Washington County. He said explain that to me.

Commissioner Deatherage said because last year we had 1 million new illegals coming across the southern border and we also have drugs coming into this county from down, coming across the southern border. He said mostly fentanyl, marijuana, other drugs. He said that number of 1 million is probably going to increase this next year. He said what I am also hearing is that with the greater numbers that are anticipated coming across the southern border because of Title 42 being done away with that a lot of our border patrol agents will no longer be apprehending. He said they will be doing paperwork and babysitting all these people that are coming across so the numbers I'm hearing are going to be more like about 300,000 a month, maybe even 400,000 a month and no expulsions. He said possibly no expulsions so we could have as many as 4 million new illegals coming into our country just across the southern border alone. He said it's going to get worse and worse so my idea is we have to be proactive and find out now to find out what's happening so we can advocate for this stopping, at least as far as Beaufort County is concerned.

Commissioner Booth said it's a long way to come from Mexico.

Commissioner Deatherage said it is but they're moving them up here by bus, by airplane, the NGO's in these four border states are involved tremendously. He said the government hands them off to the NGO's and then their hands are washed of the situation, and they make their way up here. He said there's no oversight by the Department of Homeland Security of the NGO's. He said Mr. Chairman we haven't heard from the administration yet. He said I have an open question to them before Commissioner Booth asked me a question.

Mr. Alligood said in response to that I've not received any reports, nor am I aware of any reports of illegal aliens being dropped off in Beaufort County.

Commissioner Deatherage said have you found folks that can give you that data, that information on a regular basis.

Mr. Alligood said the only folks that I have would be the Sheriff's Office if they arrested someone or someone were to report that. He said the conversation that we had with the folks from the states are the folks that are immigrants that are legal folks, that are refugee programs.

Commissioner Rebholz said I think you answered your own question, that the NGO's take over and nobody knows what happens.

Commissioner Richardson said but there's a way to get the answer in Beaufort County. He said what you do, what we would like to have, and this is a request for the next meeting, is we would like to have Social Services tell us how many undocumented children they have given benefits to during the last 30, 60, 90 days because that's where this thing goes. He said it goes into the local social services department and it's done through the attachment to children.

Commissioner Deatherage said Commissioner Richardson that is novel, and I'll tell you why, you're talking last 90 days, maybe go back 6 months and then we can kind of get a data set of how much of an increase because a lot of what I'm hearing from social services people is it begins in the WIC program.

Commissioner Richardson said the WIC program and children's benefits, both. He said I think the WIC program is administered through the Health Department, maybe social services but I think there's a connection there. He said I think we need to ask for both of these and I'm making that as a motion.

Motion: Commissioner Richardson motioned to collect data from DSS and the Health Department on any undocumented children receiving services such as WIC. Commissioner Deatherage seconded.

Yes Vote

Commissioner Deatherage
Commissioner Richardson
Commissioner Walker

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz

Commissioner Richardson said I'm going to put it on the agenda, and we can still make the request as a citizen.

Chairman Waters said yeah, that's fine. He said I'll try one more time, I wish all of my North Carolina Tar Heel fans much success tonight.

Commissioner Comments

Commissioner Richardson said I want my two minutes by the way.

Chairman Waters said I thought you'd already had your two minutes.

Commissioner Richardson said I've had more than two minutes, but I want my two minutes at the end of this. He said there were two important things that came up on the consent agenda that flew right through, and nobody bothered to pull them off and one of those was the Health Departments Consolidated Agreement with the State of North Carolina and I suspect that most of these Commissioners don't know how that works. He said it's basically during the early part of the fiscal year the Health Department goes and makes a deal with the State for benefits and new programs and all these sorts of things, and it gets rolled into the budget and it comes back as something you have to do because the State of North Carolina tells you that. He said at least that's what I was told for many years until I finally dug into what is really going on. He said this is really an important event and it shows that most of our Commissioners don't know what's going on and are clueless because that thing should've been pulled out and discussed in great detail and I just sat here and let you show yourself up.

Commissioner Rebholz said you had every chance to do that.

Commissioner Richardson said I pulled it up for many years, but you are the people who are supposed to know enough about what you're doing, and I bet there's not a single one of you who can tell me what that consolidated agreement is about other than what I just told you.

Mr. Alligood said Commissioner Richardson, if I could, Mr. Madson was not able to be here tonight, but he did leave me a message that says, "if the Commissioners do ask about the consolidated agreement", which he anticipated someone would he said "If they do ask about the consolidated agreement please brief them for me. The consolidated agreement is an agreement between the state and the Public Health Department to basic public health. It is principally a business agreement that allows us to draw money down from the state. Specific programs are not a part of the consolidated agreement. Those

comes with addendum agreements, or AA's and the funding is attached to the AA's". He said so that was Mr. Madson's response.

Commissioner Richardson said well Madson knows better than I do because he's the Health Director but that's the agreement that has allowed the Health Department to expand over the last 10 or 15 years. He said that's what they use to add employees and this and that so it's not quite as nice and holy as he's representing it being because I fussed about it for years. He said go back into the minutes and you'll see for years and years I was told you have no choice but to approve this agreement and every time somebody tells me that I get very suspicious and that's where I found out what was really going on with this. He said it's a sham game that is pulled and Commissioners are dumb enough to let them get away with it, they always get away with it. He said one more thing, there was a \$79,000 MUNIS module.

Chairman Waters banged his gavel.

Commissioner Richardson said sir, you are abusive, you are abusive. He said you could extend the courtesy to another commissioner.

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

Adjourned at 7:58 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Surplus, Health Department
2. Health Dept FY 23 Consolidated Agreement
3. Surplus, DSS
4. Budget Amendment, DSS
5. Tax Office Refunds
6. Surplus, Public Works
7. Solid Waste Convenience Site Improvements CPF
8. NCHFA 2019 ESFRLP Grant
9. Munis HR Resources Management Module Purchase Order
10. Minutes Approval

FY 2023 CONSOLIDATED AGREEMENT

This Consolidated Agreement is made between the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (hereinafter referred to as “**DCFW**”) and **Division of Public Health** (hereinafter referred to as “**DPH**”), (herein DCFW and DPH collectively referred to as “**NCDHHS**”), and the **Beaufort County Health Department** (herein after referred to as “**LHD**”) (herein NCDCFW, NCDPH, and LHD may individually be referred to as a “party” and collectively as the “parties”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Consolidated Agreement shall cover a period from June 1, 2022 to May 31, 2023 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination.

Now, therefore, NCDHHS and LHD agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Consolidated Agreement and any Agreement Addenda.)

I. LHD RESPONSIBILITIES

A. Performance

1. LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code (NCAC), as well as all applicable federal and North Carolina laws and regulations.
2. LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. LHD must negotiate these Agreement Addenda in good faith to the satisfaction of NCDHHS representatives as part of the Agreement execution. LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the NCDHHS division, section, branch, or program.
3. LHD shall be committed to achieve health equity, promote inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensure all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity. LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as “LHD governing board”), and laws that have been enacted by the North Carolina General Assembly.
4. LHD shall provide to DPH a copy of any rules adopted, amended, or rescinded by the LHD governing board pursuant to N.C.G.S. § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Deputy Director of DPH or designee.
5. LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.
6. LHD shall not require a client to present identification that includes a picture of the client for, at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services.

7. LHD shall provide or assure provision of Care Management for High-Risk Pregnancies (CMHRP) [formerly known as Pregnancy Care Management (OBCM)] and Care Management for At-Risk Children (CMARC) [formerly known as Care Coordination for Children (CC4C)]. These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders, or local funds.
 - a. Per the federal Child Abuse Prevention and Treatment Act (CAPTA) requirements, a notification to the county child welfare agency must occur upon identification of an infant as “substance-affected,” as defined by NCDHHS, for the development of a Plan of Safe Care (POSC). The POSC requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC for care management and care coordination, regardless of insurance coverage.
 - b. Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services for FY21 – FY23.
 - c. LHD shall use every resource including technical assistance from the regional consultants and State CMHRP and CMARC program leads to resolve issues to prevent care gaps and discontinuation of services.
 - d. In the event that LHD determines it cannot directly provide CMHRP and/or CMARC, LHD shall:
 - 1) Notify DPH and DCFW Directors in writing of LHD’s intention to discontinue the service at least 180 calendar days in advance of discontinuing the provision of CMHRP and/or CMARC;
 - 2) Cooperate with DPH in identifying another local health department that can provide these care management services; and
 - 3) Provide a written plan to the DPH Director outlining the agreed-upon terms for the transition. Deviations from the above process will be handled on a case-by-case basis.
8. LHD shall notify the DPH and DCFW Directors if any of the following occurs:
 - a. There is a legal name change to LHD.
 - b. LHD becomes part of a consolidated human services agency, a district, or a public health authority.
 - c. There is any other governance change.
 - d. LHD is not subject to the NC Human Resources Act.

Notification should be in writing within the next business day and provide a governance organizational chart and any relevant supporting documents reflecting the changes.

9. LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources’ Local Government Schedules records retention policy (<https://archives.ncdcr.gov/government/local>) and in accordance with the retention of those records as described in Section IV. Fiscal Control, Paragraph F. Records resulting from these services shall not be destroyed, purged, or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State’s basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Consolidated Agreement or any Agreement Addenda has been started before expiration of the five-

year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

B. Data/Reporting

1. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis (LHD-HSA). To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by N.C.G.S. § 130A-34.2, LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Environmental Health Section.
3. LHD shall provide access to patient records to authorized staff from DPH and DCFW for technical consultation, program monitoring, and program evaluation, as specified by this Consolidated Agreement, Agreement Addenda for State-funded budgets, North Carolina law, North Carolina Administrative Code, and federal law and regulation.
4. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, North Carolina General Statutes, the North Carolina Administrative Code, and/or federal law or regulation. Data shall be reported through North Carolina's centralized reporting system, LHD-HSA.
5. LHD shall provide Network and internet access at its facilities (or to the county network where desired) in order to:
 - a. Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA), North Carolina Crossroads WIC System, North Carolina Database Application for Vital Events (NCDAVE), and Electronic Birth Registration System (EBRS);
 - b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.);
 - c. Access NCDHHS training material and information used for training staff, including access to webinars;
 - d. Maintain a secure infrastructure for remote data entry; and
 - e. Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH.
6. LHD may utilize security products (e.g., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the NCDHHS networks.
7. LHD shall be responsible to report all privacy and security breaches that may affect NCDHHS data and surveillance systems to NCDHHS as soon as possible but no later than 24 hours from discovery of the breach by completing a report at <https://security.ncdhhs.gov/>. This may include but is not limited to Ransomware attacks, malicious code execution, or network breaches. LHD's access to NCDHHS data

and surveillance systems may be limited or turned off until proof of remediation is supplied by LHD. LHD shall reimburse NCDHHS or otherwise be held responsible for the costs associated with giving affected persons written notice of a privacy or security incident, as required by any applicable federal or state law, when the privacy or security incident arises out of LHD's performance under this Consolidated Agreement or Agreement Addenda.

C. Assessments and Plans

1. LHD shall provide to the Director of Community Health Assessment, State Center for Health Statistics or designee:
 - a. A comprehensive community health assessment (CHA) at least every four years for each county or health district as follows:
 - 1) The CHA report is due on the first Monday in March following the year of community health assessment.
 - 2) The CHA report shall be submitted as an attachment via the web-based software, Clear Impact Scorecard. The executive summary and community priorities will appear in the note fields.
 - 3) The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and local community health coalitions, and the CHA report shall identify a list of community health problems based on the assessment.
 - 4) The CHA report shall include primary and secondary data that is collected and analyzed.
 - 5) Secondary data shall be obtained from published statistical tables and reports from the State Center for Health Statistics (SCHS) or other official sources.
 - 6) Primary data needs and methodologies shall be determined once secondary data have been reviewed and gaps in knowledge about the community are identified.
 - 7) After analyzing primary and secondary data, the CHA report shall describe available community resources and resource needs for the identified community health problems.
 - 8) Each identified community health problem shall be prioritized and described in the narrative. The CHA report shall include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.
 - b. A Community Health Improvement Plan (CHIP) no later than six months after the completion of the comprehensive community health assessment as follows.
 - 1) The CHIP is due by the first Monday in September following the year of assessment.
 - 2) The CHIP shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
 - 4) The CHIP shall be data driven and derived by using results-based accountability to focus on both population and program accountability. Results, indicators, programs, and performance measures must be included.
 - 5) The CHIP shall be aligned with one or more of the Healthy North Carolina 2030 indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
 - 6) The CHIP shall be aligned with the current N.C. State Health Improvement Plan and consider policy recommendations as a best practice opportunity.

- 7) The CHIP shall be updated at least annually, and LHD must monitor its performance against the CHIP annually.
- 8) Components of the CHIP may persist across CHA-CHIP cycles when:
 - a) the health problem persists and continues to be a priority; and
 - b) new interventions are needed; and/or
 - c) the interventions need to be expanded to a new target population.
- c. A state of the county or district health report (SOTCH) during each interim year between community assessments as follows:
 - 1) The SOTCH is due by the first Monday in March in years when a CHA is not submitted.
 - 2) The SOTCH shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The SOTCH shall include:
 - a) progress made on each performance measure in the CHIP;
 - b) morbidity and mortality changes since the last CHA;
 - c) emerging issues since the last CHA; and
 - d) new, paused, and/or discontinued initiatives since the last CHA.
2. LHD shall make a written request for any variances in submission of CHA, CHIP, and SOTCH documents in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, State Center for Health Statistics at cha.sotch@dhhs.nc.gov.
3. For LHD accreditation, all instances of Clear Impact Scorecard must be linked to the HNC 2030 Scorecard licensed by the Foundation for Health Leadership & Innovation (FHLI).
4. Refer to guidance: <https://schs.dph.ncdhhs.gov/units/ldas/cha.htm>.

II. NCDHHS RESPONSIBILITIES

A. Training, Consultation, and Support

1. DCFW and DPH shall provide training to LHD for LHD's response to this Consolidated Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DCFW and/or DPH to LHD.
2. DCFW and/or DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities at the Section/Branch/Program level to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.
3. DCFW and DPH shall provide leadership for liaison activities between NCDHHS and LHD for general problem solving and technical support around areas addressed within this Consolidated Agreement.
4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the Local and Community Support (LCS) Section. For more information, contact the DPH Deputy Director/LCS Section Chief. Broad content areas include, but are not limited to:
 - a. Board Relations;
 - b. Management Teams and Staffing;
 - c. Policy Development;

- d. Program Planning and Implementation;
 - e. Quality and Performance Improvement; and
 - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
5. DCFW and DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific, division, section chief, or branch head.
 6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs via LCS: Local Technical Assistance and Training Branch (LTATB). Contact the Chief Public Health Nurse/Branch Head, LTATB.
 7. DPH shall provide support and consultation to the public health workforce in LHD, through the provision of regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance and data collection. Contact the Chief Public Health Nurse/Branch Head, LTATB.

B. Performance

1. DCFW and DPH shall act as liaisons between the public health system and the Division of Health Benefits (the State's Medicaid agency) on issues related to Medicaid reimbursed services provided by the State and LHD. DCFW and DPH shall cooperate with the Division of Health Benefits to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
2. For services of the State Laboratory of Public Health (SLPH), DPH shall:
 - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;
 - b. Ensure qualified personnel to process, analyze, and report test results;
 - c. Ensure that SLPH maintains Clinical Laboratory Improvement Amendments of 1988 (CLIA) certification;
 - d. Submit invoices to LHD via electronic means;
 - e. Collect interest (per N.C.G.S. § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
 - f. Provide a qualified Laboratory Director and a Technical Consultant for LHD's laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures, and policies.
3. DCFW and DPH will provide support and technical assistance for LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Consolidated Agreement.
4. DCFW and DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Consolidated Agreement and its associated Agreement Addenda.

C. Data/Reporting

1. DCFW and DPH shall provide automated data and surveillance systems to collect DCFW and DPH program-related data from client, service, encounter, and other data on behalf of LHD and other public health programs. DCFW and DPH shall provide business and technical support to the users of these systems. DCFW and DPH shall notify LHD as opportunities and/or timelines for improved or emerging technology systems occur. These systems may include, but are not limited to:
 - a. LHD-Health Services Analysis: for automated reporting of clinical service data fields;
 - b. Environmental Health Inspection Data System (EHIDS) (formerly NC BETS) for Food and Lodging inspection and billing data;
 - c. Electronic surveys for gathering statewide data for external funders;
 - d. Aid-to-Counties System for reporting and claiming State funds and any federal funds which are allocated by DPH;
 - e. North Carolina Health Alert Network (HAN);
 - f. North Carolina Electronic Disease Surveillance System (NCEDSS);
 - g. North Carolina Immunization Registry (NCIR);
 - h. Electronic Birth Registration System (EBRS);
 - i. COVID-19 Community Team Outreach (CCTO) Tool;
 - j. COVID-19 Vaccine Management System (CVMS); and
 - k. North Carolina Database Application for Vital Events (NCDAVE) for electronic death registration.

Other automated data and surveillance systems may be added as they are developed; others may be discontinued.

2. DCFW and DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information (PHI) received by DCFW and DPH in its capacity as a covered entity or business associate shall be protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see Attachment B: Business Associate Agreement Addendum to this Consolidated Agreement).

D. Fund Availability and Notification: DCFW and DPH shall provide to LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of its local budget proposals per current General Statute unless exceptions are noted in the respective Agreement Addenda.

1. An exception is the Food and Lodging distributions required by N.C.G.S. § 130A-248(d). DPH shall provide the Food and Lodging funding allocation on the Distribution Spreadsheet, which will accompany the Activity 874 Food and Lodging Agreement Addendum.
2. The Food and Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food and Lodging and will be provided to LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made. DPH shall disperse Food and Lodging funds to LHD upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food and Lodging Local Health LHD Request for Payment Form.
3. DCFW and DPH shall provide a Funding Authorization document to LHD after the receipt of the Certified State Budget.

4. DCFW and DPH shall make funds available to LHD at the beginning of each fiscal year upon receipt of this executed Consolidated Agreement and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to LHD according to the NCDHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

III. FUNDING STIPULATIONS

A. Use of Funds

1. Funding for this Consolidated Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Consolidated Agreement and the Agreement Addenda.
2. During the period of this Consolidated Agreement, LHD shall not use State, federal or Special Project funds received under this Consolidated Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section IV. Fiscal Control, Paragraph H. Local Appropriations Budget).

B. Compliance

1. To receive funding under this Consolidated Agreement, LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.
2. LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 C.F.R. Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
3. LHD charges/billing. LHD shall:
 - a. Establish one charge per clinical/support service for all payors (including Medicaid) based on its related costs as permitted by N.C.G.S. § 130A-39(g);
 - b. Bill all payors the established charge (with the exception that when billing 340B Drug Pricing Program drugs or devices to Medicaid, all drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost);
 - c. Make every reasonable effort to collect charges for services through public or private third-party payors (except where prohibited by federal regulations or State law) noting, however, that no one shall be refused services solely because of an inability to pay; and
 - d. Review all LHD fees, including environmental health fees, annually with the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

4. LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), codified at 2 C.F.R. 200, when utilizing federal grant funds.
 - a. When procuring goods and services with federal grant funds, LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.

5. When administering the Women, Infants, and Children's Program (WIC), LHD must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010, which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 U.S.C. 1760(b). This Act requires local health departments to support full use of the federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions.
6. LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds and to immediately notify DCFW and DPH if the certifications, as executed, change during the term of the Consolidated Agreement:
 - a. Certification regarding Nondiscrimination;
 - b. Certification regarding Drug-Free Workplace Requirements;
 - c. Certification regarding Environmental Tobacco Smoke;
 - d. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions; and
 - e. Certification regarding Lobbying.
7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), LHD is required to submit to DCFW and DPH information that is reportable by DCFW and DPH for all qualified sub-awardees of federal funds. LHD will complete and submit the FFATA Data Reporting Requirement forms provided by DCFW and DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by LHD will be used by DCFW and DPH to report subawards (funding authorizations) equal to or greater than \$25,000 from each federal grant.
8. LHD shall maintain an active registration in the federal government's System for Award Management (SAM). The SAM registration must be updated no less often than annually in order to maintain an active status. To update the registration, LHD must log in at the SAM home page, www.sam.gov, and follow the instructions found there.

C. Training Reimbursement

1. Subject to the availability of funds and approval by the Office of the Chief Public Health Nurse/Local Technical Assistance Training Branch, LHD may request reimbursement of expenses for:
 - a. Public Health Registered Nurses participating in *Principles and Practices of Public Health Nursing* course. Reimbursement is \$400 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed; and/or
 - b. LHD Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is \$600 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed.

The Training Funds Reimbursement Request Form can be found at <https://publichealth.nc.gov/lhd/> under the General Information: Training Reimbursement section. (This form can also be downloaded at <https://publichealth.nc.gov/lhd/docs/Funds-ReimbForm.xlsx>.)

2. Subject to the availability of funds and approval by the Environmental Health Section, LHD may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be submitted by LHD to the Environmental Health Section within the

same fiscal year the training is completed. Reimbursement requires successful completion of the course and requests must be submitted by LHD within 60 days course completion. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available at <https://ehs.ncpublichealth.com/oet/index.htm>)

- a. For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food Protection & Facilities Track — \$280
 - 2) On-Site Water Protection Track — \$560
 - 3) Tier 2 General EH Module — \$280
- b. For cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food, Lodging, & Institutions— \$170
 - 2) Child Care & School Sanitation— \$62
 - 3) On-site Water Protection— \$450
 - 4) Private Drinking Water Wells— \$62
 - 5) Public Swimming Pools— \$62
 - 6) Tattoo— \$62
- c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas in which they are employed.
 - 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
 - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
 - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
 - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

D. Purchases

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.
 - a. For Inventory Purposes:
 - 1) Equipment must be accounted for in accordance with guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.
 - 2) All equipment with an acquisition cost of \$500 or more that was purchased with Women, Infants and Children (WIC) Program Funds prior to January 1, 2018 will be inventoried with the Nutrition Services Branch. The Local Agency is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the Local Agency, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the Local Agency will provide to the Nutrition Services Branch a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.

b. For Prior Approval Purposes:

- 1) Unless a more restrictive requirement applies in an Agreement Addendum, all equipment purchased or leased with an acquisition cost exceeding \$2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DCFW and DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding \$2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than \$2,500, or purchases six computers at \$500 each.]
- 2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.

c. For Accounting Purposes

- 1) LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.
2. Prior approval required for purchases other than equipment:
 - a. For PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.
 - b. The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.
 - c. For other prior approval requirements, see individual Agreement Addenda.

IV. FISCAL CONTROL

- A. LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.
 1. LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting principles and procedures set forth by the Local Government Commission (<https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission>).
- B. LHD shall execute written agreements with all parties who invoice LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
- C. When subcontracting, LHD must meet the following requirements:
 1. LHD is not relieved of the duties and responsibilities provided in this Consolidated Agreement and Agreement Addenda.
 2. LHD will not enter into a subcontractual financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) "Suspension of Funding" list (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website (<https://www.osbm.nc.gov/management/grants>).

3. The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow LHD to comply with these standards.
 4. The subcontractor shall be subject to all conditions of this Consolidated Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of LHD.
 5. The subcontractor will agree to allow DCFW and/or DPH and federal authorized representatives' access to any records pertinent to its role as a subcontractor of LHD.
 6. Upon request, LHD will make available to the DCFW and/or DPH a copy of subcontracts supported with State or federal funds.
- D. LHD must receive prior written approval from the DCFW and/or DPH to subcontract when any of the following conditions exist:
1. LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Consolidated Agreement;
 2. LHD proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Consolidated Agreement or any Agreement Addendum; and/or
 3. LHD proposes to subcontract for any of the services in the Women, Infants and Children (WIC) Program.
- E. LHD shall return by email a signed copy of all public health Funding Authorization documents to the DPH Budget Office.
- F. LHD shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement and subsequent Amendments, Agreement Addenda, Agreement Addenda Revisions, and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources and located on its website at: <https://archives.ncdcr.gov/government/local-government-agencies/local-health-departments-schedule>.
- G. **Audits/Monitoring:** The county or LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the NCDHHS Internal Audit Office by LGC will be investigated and findings verified by the NCDHHS Controller's Office staff with assistance of DPH Program Staff.
- H. **Local Appropriations Budget:**
1. LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with

instructions provided in funding-specific budgetary guidance from DCFW and DPH and the specific guidance from the respective programs.

2. LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.1.(a) State funds for maternal and child health care/nonsupplanting.
 3. LHD shall budget and expend all income earned by LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from the Department, to further the objectives of the program that generated the income, pursuant to N.C.G.S. § 130A-4.1.(b) State funds for maternal and child health care/nonsupplanting.
 4. LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.2. State funds for health promotion/nonsupplanting.
 5. LHD shall complete the LHD Assurance of County Appropriations Maintenance (Nonsupplanting) (Attachment A) regarding its compliance with these requirements.
- I. **Local Earned Revenues Budgeting and Reporting:** LHD shall observe the following conditions when budgeting and expending Local Earned Revenues:
1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.
 2. Earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it unless otherwise noted in the respective Agreement Addenda.
 - a. Revenue generated by a women's or children's health program may be budgeted and expended in any women's or children's health program, unless a specific Agreement Addendum has a more restrictive requirement.
 3. LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
 4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 C.F.R. Part 200.
 5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance, or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
 6. The amount of Title XIX fees budgeted and expended in FY 2022-2023 must equal or exceed the amount of Title XIX revenues earned during FY 2020-2021. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if LHD provides sufficient justification.
- J. **Aid-to-Counties Database and Expenditure Reports:** LHD shall submit a monthly report of actual State, federal, and local required match expenditures to the NCDHHS Controller's Office via the Aid-to-Counties Database (ATC).
1. Specific ATC instructions and training will be provided by LTATB to LHD.

2. LHD shall submit to the NCDHHS Controller's Office a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via ATC. The Office of the Controller's Aid-to-Counties Expenditure Control Schedule, published annually in December for the following calendar year, provides the submission dates for these expenditures. This schedule allows LHD at least seven days to enter the pertinent month's expenditures into ATC. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. LHD must submit these monthly Expenditure Reports via ATC consecutively throughout the Consolidated Agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in ATC, and the system will alert the staff in the NCDHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local required match expenditures are part of the Expenditure Report. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

3. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services, which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)
4. When Agreement Addenda are supported by federal funding or grants that do not coincide with the SFY, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
5. LHD shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. LHD shall not wait to submit all adjustments with the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the SFY.
 - a. In accordance with Paragraph IV.J.4 above, LHD must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
 - b. LHD shall review its prior reimbursement claims against payments monthly.
 - c. Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.
 - d. Any overpayments identified by either the State or LHD will be adjusted out of the next month's claim for reimbursement by the NCDHHS Controller's Office or by submitting a check to NCDHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one SFY to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the SFY) shall be paid from local funds.

V. PERSONNEL POLICIES

- A. LHD shall adhere to and fully comply with State and county personnel policies as applicable.
- B. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to

N.C.G.S. § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.

1. LHD is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
 2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by the DPH Education and Training Staff.
 3. LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.
- C. LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department: Staffing.
- D. LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

VI. CONFIDENTIALITY

- A. LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Consolidated Agreement and/or Agreement Addenda in accordance with the standards of the NCDHHS privacy and security policies, applicable local laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Part 160 and subparts A and E of Part 164, Security Standards at 45 C.F.R. Parts 160, 162, and subparts A and C of Part 164 (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).
- B. All information obtained by LHD personnel in connection with the provision of services or other activity under this Consolidated Agreement and/or Agreement Addenda shall be confidential, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda. Information may be disclosed in accordance with North Carolina and federal law, which may include in summary, statistical, or other form that does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda.
- C. LHD employees, contractors, volunteers, students, and those acting on LHD’s behalf and authority must sign confidentiality agreements documenting the knowledge of, and the agreement to maintain personal and medical confidentiality.

VII. CIVIL RIGHTS

- A. LHD shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Consolidated Agreement and/or Agreement Addenda.
- B. The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with

disabilities in State and local government services and public accommodations. LHD certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Consolidated Agreement and Agreement Addenda.

- C. As required by Title VI of the Civil Rights Act of 1964, LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by LHD.

VIII. DISBURSEMENT OF FUNDS

- A. DCFW and/or DPH, as applicable, shall disburse funds to LHD on a monthly basis; monthly disbursements for each program Activity will be based on monthly expenditures reported.
- B. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
- C. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report, which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

IX. AMENDMENT OF AGREEMENT

Amendments, modifications, or waivers of this Consolidated Agreement may be made at any time by mutual written consent of all parties, signed by appropriate representatives of the parties. This Consolidated Agreement may not be amended orally or by performance.

X. PROVISION OF TERMINATION

- A. Any party may terminate this Consolidated Agreement or any Agreement Addenda for reasons other than non-compliance upon 60 days written notice from the terminating party to the other parties. If termination occurs, LHD shall receive payment only for allowable expenditures, up to and including the date of termination. Termination for reasons of non-compliance shall be handled in accordance with Section XI.
- B. In the event of termination of this Consolidated Agreement or any associated Agreement Addenda, DCFW and/or DPH may withhold payment to LHD until it can be determined whether LHD is entitled to further payment or whether DCFW and/or DPH is entitled to a refund.

XI. COMPLIANCE

- A. DCFW and/or DPH shall respond to non-compliance with all terms of this Consolidated Agreement or any Agreement Addenda as follows:
 - 1. Upon determination of non-compliance, DCFW and/or DPH shall give LHD 60 days prior written notice to come into compliance. If the deficiency is corrected, LHD shall submit a written report to DCFW and/or DPH that sets forth the corrective action taken.
 - 2. If the stated deficiency is not corrected to the satisfaction of DCFW and/or DPH after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
 - 3. If the deficiency is not corrected to the satisfaction of DCFW and/or DPH within 90 days of the written notice in Section XI.A.1, program funds may be permanently suspended until LHD can provide evidence that the deficiency has been corrected.

4. In the event of LHD's non-compliance with clauses of this Consolidated Agreement or Agreement Addenda, NCDHHS may cancel, terminate, or suspend this Consolidated Agreement and any Agreement Addenda in whole or in part, and LHD may be declared ineligible for further DCFW and/or DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Section XI.A.1 through XI.A.3 have been followed and documented and have failed to correct the deficiency.
- B. Monitoring – "Uniform Guidance" or "Omni-Circular" 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of its subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance goals are achieved.

North Carolina establishes related monitoring requirements for State funds received by subrecipients in N.C.G.S. § 143C-6-23 State grant funds: administration; oversight and reporting requirements. Also, DCFW and DPH must perform monitoring as required in the NCDHHS Policy and Procedure Manual entitled *Monitoring of Programs*, dated August 1, 2002, and its DPH Subrecipient Monitoring Plan, dated October 2016.

Additionally, LHD is required under 2 C.F.R., Part 200 Subpart F, N.C.G.S. § 143C-6-23, and N.C.G.S. § 159-34 Annual independent audit; rules and regulations, to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, LHD shall participate fully in monitoring by DCFW and DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.

In witness whereof, **LHD, Division of Child and Family Well-Being**, and **Division of Public Health** have executed this Consolidated Agreement.

Beaufort County Health Department

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

Health or Human Services Director Date

Division Director Date

Finance Officer Date

**North Carolina Department of Health and
Human Services, Division of Child and
Family Well-Being**

County Official
(when locally required) Date

Division Director Date

ATTACHMENT A
LHD Assurance of County Appropriations Maintenance (Nonsupplanting)

The LHD assures compliance with the following North Carolina General Statutes:

§ 130A-4.1. State funds for maternal and child health care/nonsupplanting.

- (a) The Department shall ensure that local health departments do not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose.
- (b) All income earned by local health departments for maternal and child health programs supported in whole or in part from State or federal funds, received from the Department, shall be budgeted and expended by local health departments to further the objectives of the program that generated the income. (1991, c. 689, s. 170; 1997-443, s. 11A.57.)

§ 130A-4.2. State funds for health promotion/nonsupplanting.

The Department shall ensure that local health departments do not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose. (1991, c. 689, s. 171; 1997-443, s. 11A.58.)

Acting officially in an authorized capacity on behalf of the LHD and with an understanding of the LHD's responsibilities under this Assurance, I assure the nonsupplantation of county appropriations as specified above.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

Beaufort County Health Department

Health or Human Services Director	Date
Finance Officer	Date
County Official	Date

(Attachment A to the Consolidated Agreement requires the County Official signature if it was included on the Consolidated Agreement.)

ATTACHMENT B**BUSINESS ASSOCIATE AGREEMENT ADDENDUM TO THE CONSOLIDATED AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made effective June 1, 2022, by and between **Beaufort County Health Department** (“Covered Entity”) and the **North Carolina Department of Health and Human Services, Division of Public Health** and the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (collectively, the “Business Associate”), (the Covered Entity and the Business Associate collectively, the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to the “FY 2023 Consolidated Agreement” (the “Consolidated Agreement”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a “covered entity” for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Agreement Addendum to the Consolidated Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and applicable parts of Part 164.
- e. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- g. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Consolidated Agreement permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Consolidated Agreement, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Consolidated Agreement or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Consolidated Agreement terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Consolidated Agreement or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Consolidated Agreement.
- b. Except as provided in this Agreement, all terms and conditions of the Consolidated Agreement shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Consolidated Agreement, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Consolidated Agreement terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Consolidated Agreement for cause.

Beaufort County Health Department

 Health or Human Services Director

 Date

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

 North Carolina Department of Health and Human Services
 Division of Child and Family Well-Being

 Division Director

 Date

 Division Director

 Date

ATTACHMENT C FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary--Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

☐ He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action;

OR

☐ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

 Signature

 Title

Beaufort County Health Department

 Contractor [Organization] Legal Name

 Date

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies** that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. **Notifying the LHD within ten days after receiving notice under subparagraph (d)(2) from an employee or** otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: _____

City, State, Zip Code: _____

Street Address No. 2: _____

City, State, Zip Code: _____
3. Contractor will inform the LHD of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if

the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the LHD or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, (if known) Congressional District (if known) _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____
6. Federal Department/Agency: Congressional District (if known) _____		7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known) _____		9. Award Amount (if known) : \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned		13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary): _____		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

ATTACHMENT D STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's

Name:

Beaufort County Health Department

Contractor's

Authorized Agent: Signature _____

Date _____

Printed Name _____

Title _____

Witness:

Signature _____

Date _____

Printed Name _____

Title _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

Monitors



(9) – HP LE 1911 Serial Numbers - CNC142QDL2, CNC142QDL8, CNC142QDK6, CNC142QDKR, CNC142QCQ0, CNC142QDKT, CNC142QDKW, CNC142QDKN, and CNC142QDLL
Warranty has expired and end of useful life.



(9) - HP LA1951g – Serial Numbers - 3CQ23217J2, 3CQ23303QS, 3CQ2332CR7, 3CQ2332CRJ, 3CQ2330359, 3CQ2332CKW, 3CQ2332CRC, 3CQ23303QY, 3CQ23303FC
Warranty expired and End of useful Life.



(3) HP LP2465 - CNK81817Z5, CNK818186M and CNK8180CMH
Warranty Expired and end of useful life.



(6) HP L1170 – Serial Numbers - CNC824QK6G, 3CQ8194M89, CNC824QK6H, CNC824QJSC, 3CQ8194M8Y, CNK7200PVQ Warranty Expired and end of useful life.

Desktops



(5) HP Elitedesk 800 G2 – Serial Number 2UA6111HND, 2UA6111HSX, 2UA6111HS7, 2UA6111HS9, 2UA6111HSM, and 2UA6111HN. No RAM or Hard disk. Warranty expired and product is at end of useful life.



(19) HP Elitedesk 800 G1 Serial Numbers MXL60223P5, MXL41616CK, MXL41616BX, MXL4161GLC, MXL41616BM, MXL41616C7, MXL41616C2, MXL4161GKS, 2UA5281PPH, 2UA5281PP6, 2UA5281PNY, 2UA6111HRZ, 2UA4032PYJ, 2UA4032PYX, 2UA5281PKY, 2UA5281PNZ, 2UA5281PN2, 2UA5281PKR, 2UA5281PPD (End of useful Life, warranty has expired) (11 – 75/25 NCFast from 2014)



Box of assorted USB Mice mainly Targus and Lenovo – (26) – end of useful life



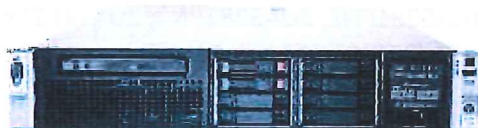
Keyboards assorted USB Keyboards (25) – end of useful life



Ethernet Cables (28)



Box of power cables (15)



(2) HP Proliant DL380p Gen 8 – Serial Number 2M244100LS and 2M244100LR
(No RAM or Hard Drives included) – End of usable life



HP Proliant DL380 Gen 5 – Serial Number USE943NDRR
(No RAM or Hard Drives included) – End of usable life



Dell PowerVault TL2000 – Service Tag JQSRJL1
(No Tapes Included) – Warranty expired and End of useful life.

Beaufort County Finance

Budget Amendment Request

Department: Social Services

Date of Request: April 4, 2022

FY Budget: 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105421.560000	Co. Share Special Assistance		\$40,000
105441.539600	Foster Care General Assistance	\$40,000	

Department Justification: The Foster Care State General Assistance line (105441.539600) is expected to be overspent mainly due to an increase in the number of foster children in DSS custody that require transportation to their school of origin after being placed outside of their home school district. The Every Student Succeeds Act ensures that child welfare agencies and school systems work together to determine whether or not it is in the best interest of the foster child to remain in his/her school of origin. In our agreement with Beaufort County Schools, the school system is responsible for half of the transportation cost and DSS is responsible for the remaining half. The County Share of Assistance line (105421.560000) is not expected to be expended due to caseload turnover for Special Assistance and a decreased number of adults in facilities due to COVID. This is a reallocation only with no additional county funds required.

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	<i>Melanie Coryew</i>	3/24/22
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. _____	

Date run: 3/25/2022 2:56:16 PM

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	Ref	Refund Amount
875198	ANTHONY BISHOP	219 COLLEGE AVE WASHINGTON,NC 27889	Refund on Bill # 0009534849-2020- 2020-0000-00	DPCADJ	2/22/2022 7:00:09 PM		168.96
875199	ANTHONY BISHOP	219 COLLEGE AVE WASHINGTON,NC 27889	Refund on Bill # 0009534849-2021- 2021-0000-00	DPCADJ	2/22/2022 7:00:09 PM		137.88
Total							306.84

06



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 3/25/2022 3:05:30 PM

Payee Name	Primary Owner	Secondary Owner	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
CODY L CORDON TRUCKING LLC	CODY L CORDON TRUCKING LLC		Proration	Refund Generated due to proration on Bill #0059240891-2021-2021-0000-00	Vehicle Sold	03/18/2022	G01	Tax	(\$243.68)	\$0.00	(\$243.68)
							F63	Tax	(\$15.99)	\$0.00	(\$15.99)
							ER	Tax	(\$19.50)	\$0.00	(\$19.50)
											Refund \$279.17
CODY L CORDON TRUCKING LLC	CODY L CORDON TRUCKING LLC		Proration	Refund Generated due to proration on Bill #0065079773-2021-2021-0000-00	Vehicle Sold	03/18/2022	G01	Tax	(\$301.13)	\$0.00	(\$301.13)
							C01	Tax	(\$255.35)	\$0.00	(\$255.35)
							C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
											Refund \$561.48
CORDON, NICHOLAS RYAN	CORDON, NICHOLAS RYAN		Proration	Refund Generated due to proration on Bill #0058906757-2021-2021-0000-00	Vehicle Sold	03/21/2022	G01	Tax	(\$762.55)	\$0.00	(\$762.55)
							F63	Tax	(\$50.02)	\$0.00	(\$50.02)
							ER	Tax	(\$61.01)	\$0.00	(\$61.01)
											Refund \$873.58
DIXON, JOE WHEELER	DIXON, JOE WHEELER	DIXON, KIM EMBLETON	Proration	Refund Generated due to proration on Bill #0064233484-2021-2021-0000-00	Vehicle Sold	03/22/2022	G01	Tax	(\$91.31)	\$0.00	(\$91.31)
							F63	Tax	(\$5.99)	\$0.00	(\$5.99)
							E05	Tax	(\$5.11)	\$0.00	(\$5.11)
											Refund \$102.41
DONALDSON, NICOLE MARIE	DONALDSON, NICOLE MARIE	DONALDSON, JASON CARTER	Proration	Refund Generated due to proration on Bill #0055711537-2021-2021-0000-00	Reg. Out of state	03/23/2022	G01	Tax	(\$129.96)	\$0.00	(\$129.96)
							C01	Tax	(\$110.21)	\$0.00	(\$110.21)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
											Refund \$240.17
HEDRICK, GEORGE EDWIN JR	HEDRICK, GEORGE EDWIN JR	FANTON, LINDA CHRISTINE	Proration	Refund Generated due to proration on Bill #0060955698-2020-2020-0000-00	Vehicle Sold	03/04/2022	G01	Tax	(\$405.38)	\$0.00	(\$405.38)
							F63	Tax	(\$26.17)	\$0.00	(\$26.17)
							E05	Tax	(\$22.34)	\$0.00	(\$22.34)
											Refund \$453.89
ISOVITSCH, GEORGE EDWARD	ISOVITSCH, GEORGE EDWARD	ISOVITSCH, BONNIE SUE	Proration	Refund Generated due to proration on Bill #0045831289-2021-2021-0000-00	Vehicle Sold	03/07/2022	G01	Tax	(\$166.34)	\$0.00	(\$166.34)
							F60	Tax	(\$11.44)	\$0.00	(\$11.44)
							E12	Tax	(\$13.31)	\$0.00	(\$13.31)
											Refund \$191.09



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 3/25/2022 3:05:30 PM

RUBY PAUL MOORE ESTATE	MOORE, RUBY PAUL		Proration	Refund Generated due to proration on Bill #0061822354-2021-2021-0000-00	Vehicle Sold	03/01/2022	G01	Tax	(\$128.13)	\$0.00	(\$128.13)
							C01	Tax	(\$108.65)	\$0.00	(\$108.65)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
							Refund				\$236.78
SHERRILL, JOHN CHARLES JR	SHERRILL, JOHN CHARLES JR	SHERRILL, CANDACE AUSTIN	Proration	Refund Generated due to proration on Bill #0050462918-2021-2021-0000-00	Vehicle Totalled	03/14/2022	G01	Tax	(\$201.43)	\$0.00	(\$201.43)
							F60	Tax	(\$13.86)	\$0.00	(\$13.86)
							E12	Tax	(\$16.11)	\$0.00	(\$16.11)
							Refund				\$231.40
TAFT, TAMESHA NICOLE	TAFT, TAMESHA NICOLE		Proration	Refund Generated due to proration on Bill #0061101356-2020-2020-0000-00	Vehicle Totalled	03/04/2022	G01	Tax	(\$65.02)	\$0.00	(\$65.02)
							C01	Tax	(\$54.27)	\$0.00	(\$54.27)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
							Refund				\$119.29
TIDELAND EMC	TIDELAND EMC		Adjustment >= \$100	Refund Generated due to adjustment on Bill #0059171052-2021-2021-0000-00	Exempt Property	03/03/2022	G01	Tax	(\$305.65)	\$0.00	(\$305.65)
							C04	Tax	(\$78.25)	\$0.00	(\$78.25)
							RES08	Tax	(\$24.45)	\$0.00	(\$24.45)
							Refund				\$408.35
TIDELAND EMC	TIDELAND EMC		Adjustment >= \$100	Refund Generated due to adjustment on Bill #0059171222-2021-2021-0000-00	Exempt Property	03/03/2022	G01	Tax	(\$305.65)	\$0.00	(\$305.65)
							C04	Tax	(\$78.25)	\$0.00	(\$78.25)
							RES08	Tax	(\$24.45)	\$0.00	(\$24.45)
							Refund				\$408.35
										Refund Total	\$4105.95



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
3/25/2022

Payee Name	Secondary Owner	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BOYD, WILLIAM EARL		Adjustment >=\$100	Refund Generated due to adjustment on Bill #0064946413-2021-2021-0000	Situs error	02/18/2022	G01	Tax	\$0.00	\$0.00	\$0.00
						C01	Tax	(\$119.36)	\$0.00	(\$119.36)
						C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
						F63	Tax	\$9.23	\$0.00	\$9.23
						ER	Tax	\$11.26	\$0.00	\$11.26
CILLUFFO, JENNETTE SWANNER		Proration	Refund Generated due to proration on Bill #0063069809-2021-2021-0000-00	Vehicle Sold	02/28/2022				Refund	\$103.87
						G01	Tax	(\$107.23)	(\$5.36)	(\$112.59)
						F63	Tax	(\$7.03)	(\$0.35)	(\$7.38)
						E05	Tax	(\$6.00)	(\$0.30)	(\$6.30)
GERARD, SANDRA WOOLARD		Proration	Refund Generated due to proration on Bill #0064562969-2021-2021-0000-00	Vehicle Sold	02/25/2022				Refund	\$126.27
						G01	Tax	(\$179.56)	\$0.00	(\$179.56)
						F60	Tax	(\$12.36)	\$0.00	(\$12.36)
						E12	Tax	(\$14.36)	\$0.00	(\$14.36)
KAMMAN, RICHARD FRANCIS	WEGNER, SANDRA STRICKLAND	Proration	Refund Generated due to proration on Bill #0063097354-2021-2021-0000-00	Vehicle Sold	02/01/2022				Refund	\$206.28
						G01	Tax	(\$283.99)	\$0.00	(\$283.99)
						F63	Tax	(\$18.63)	\$0.00	(\$18.63)
						E05	Tax	(\$15.90)	\$0.00	(\$15.90)
									Refund	\$318.52
									Refund Total	\$754.94

	876024	579915	3/1/2022	C9BEATB Din # 5609208048	0009534059-2021-2021- 0000-00	REI	\$346.6 1	\$207.5 3
BURNS, MONICA F 3922 CHERRY RUN RD WASHINGTON BEAUFORT NC 27889								
	876007	579914	#####	KJEFFERSON Din # 7616664670	0000008817-2021-2021- 0000-00	REI	\$123.0 9	\$123.0 9
WHITE, JOSEPH CYRUS III JOSEPH WHITE 16339 130TH AVE APT 3C-3E JAMAICA NY 11434								
875898	579911	2/28/2022	#####	Fpittman N/A	9549724	RMV	\$419.6 3	163.33
PIIT COUNTY FINANCIAL SERVICES 1717 WEST 5TH STREET GREENVILLE NC 27834-169								
874581	579808	2/15/2022	KJEFFERSON N	0000027655-2021-2021- 0000-00 Din # 76078931644 27655		REI	\$360.0 0	360
PAUL, MACK ALLEN III PAUL, MACK ALLEN III 519 BANKS ST RALEIGH NC 27604-2201								
	875407	579881	#####	WKINION N/A	0009525788-2021-2021- 0000-00	IND	\$318.0 0	\$318.0 0
WOOLARD, DWAIN COTY 121 BERKLEY RD BATH NC 27808								

Budget Amendment Request

Date of Request: 04/04/22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
81-4720-539902	Convenience Sites-SSS		\$167,676
81-4720-598182	Transfer to Collection Sites Improvement(Fund182)	\$167,676	

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. _____	

**AN ORDINANCE TO ESTABLISH A PROJECT FUND
SOLID WASTE- COLLECTION SITES IMPROVMENT CAPITAL
PROJECT FUND
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 capital project fund is hereby established:

Section 1. The Solid Waste-Collection Sites Improvement Capital Project Fund is to complete Solid Waste Collection Sites rehab and repairs.

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

REVENUES:

182-3910-433015	TRANSFER FROM SOLID WASTE FUND 81	\$167,676
TOTAL REVENUES		<u>\$167,676</u>

EXPENSES:

182-8120-535150	CONVENIENCE SITE REHAB/REPAIR	\$167,676
TOTAL EXPENSES		<u>\$167,676</u>

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

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

Section 5. The Finance Officer is directed to report on the financial status of each project element in Section 2.

Section 6. Copies of this capital project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 7. This ordinance shall become effective upon its adoption.

This the 4th day of April 2022.

Attest:

Chairman

Clerk

**MODIFICATION OF THE
2019 ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL
FUNDING AGREEMENT ESFRLP1901**

This Modification of the 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding and Written Agreement for Subrecipients (the "Agreement") is entered into on the 16th of September 2021 between the North Carolina Housing Finance Agency, a public agency and instrumentality of the State of North Carolina, (the "Agency") and Beaufort County (the "Member Organization" or "Member").

RECITALS

WHEREAS, the parties previously entered into that certain 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding Agreement dated 12th of July 2019 (the "Original Agreement") pursuant to the ESFRLP19 Program Guidelines (the "Program Guidelines"); and

WHEREAS, the Original Agreement provided, in part, that the Member would be allocated a Subaward in the amount of \$190,000; and

WHEREAS, the Member requested additional funds for a total allocation of \$702,945; and

WHEREAS, the Agency awarded additional funds to the Member for a total subaward of \$702,945; and

WHEREAS, the parties desire to modify the Original Agreement to reflect the total funds allocated upon and subject to the terms, covenants and conditions and agreements herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Member, intending to be legally bound, hereby agree as follows:

I. Acknowledgments, Affirmations, Representations and Representations and Warranties

The Member acknowledges and affirms that:

1. All of the statements contained herein are true and correct.
2. All representations, warranties and covenants contained in, and schedules and exhibits, if any, attached to the Original Agreement are true and correct on and as of the date hereof, are incorporated herein by reference and are hereby remade.
3. Other than as stated herein, the Member is in compliance with the terms of the Original Agreement, and no condition exists which would constitute an event of default under the Original Agreement or Program Guidelines but for the giving of notice or passage of time, or both.

II. Agreement to Modify Original Agreement

The Original Agreement is hereby modified as follows:

1. All references to the amount of funds obligated, awarded, reserved and/or allocated under the Original Agreement shall reflect a funded amount not to exceed \$702,945.
2. All references in the Original Agreement shall mean the Original Agreement amended hereby.

III. Miscellaneous

1. This Agreement is a modification of the Original Agreement, and not a novation; rather, it constitutes a modification of the terms of an existing contractual relationship between the parties in order to increase the total funds awarded to the Member, and is not intended as a cancellation of the original obligation or the creation of a new contract. The parties to this instrument confirm the terms of the Original Agreement and all other related documents, as modified by this Modification.
2. All references in the Original Agreement shall mean the agreement as amended hereby.
3. Except as expressly amended and modified herein, the Original Agreement remains unmodified and in full force and effect.
4. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof, and supersedes any prior agreements, understandings, restrictions, warranties, or representations between the parties with regard thereto.
5. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
6. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, such provision shall be severed from this Agreement, and the other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, Member and Agency have signed this Modification of the 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding Agreement on the date written above.

Beaufort County

By: *Brian Alligood*

Its: County Planner

North Carolina Housing Finance Agency

By: *Michael Handley*

Its: Manager of Housing Rehabilitation & Compliance

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: NCHFA- 2019 ESFRLP SRF

Date of Request: 4-6-22

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
301-3525-426100	NCHFA 2019 ESFRLP Grant Revenue	312,080	
301-4965-569320	NCHFA 2019 ESFRLP Grant Exp – Housing Rehab	312,080	

Department Justification:

To amend grant project fund for additional funds awarded by State.

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
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. _____	



munis
a tyler erp solution

Munis Human Capital Management

Get the Most Value from Your Workforce



tyler
technologies

A Single Solution That Improves the Way You Work

A holistic system for streamlining the entire employee life cycle, Munis® Human Capital Management integrates employee data from multiple sources for easy employee recruitment, development and talent management.

Munis makes it easy for you to hire, manage employee data and support continued employee investments, such as training and succession planning. It empowers human resource administrators to become strategic leaders within their organization by providing easy access to the information needed to make informed decisions about their workforce, manage risks and maximize the value of their organization's human capital investment. Munis delivers the vital integration necessary to provide your team with instant access to information, including budget, project data, employee information and more.

Built on Tyler's decades of experience focused exclusively on empowering people who serve the public, Munis delivers the right tools, functionality and access to data to help you manage your most valuable asset.

Human Resources and Talent Management

With Munis Human Capital Management, your recruitment, compensation, retention, training and development plans work together to achieve your organization's goals. It delivers powerful business intelligence and functionality to effectively manage your organization's talent. Risk management, succession planning, employee certifications, employee education, employee survey and employee training are a few, among the many, features available.

Automate the hiring process

Munis Recruiting automates the hiring process and allows you to focus on attracting the right resources more effectively. With Munis Recruiting, you have the ability to upload applications electronically, monitor the status of all job requisitions and applicants, create unlimited customized conditions and applications for each position, and create reports of top scoring candidates for skill and qualification comparisons.

Munis Recruiting functionality allows managers to define their availability for interviews and allows applicants to self-schedule interviews, saving administrative time and energy. Applicants are also able to sign up for pre-employment tests, orientation and training through Munis Employee Self Service.

Because Munis is a fully integrated system, personal information created in Munis Recruiting is automatically populated in other Munis applications, including human resources, talent management and payroll. In addition, all job openings and associated information are available on the role-tailored dashboard.

My Applications

DISPATCHER [View job description](#)

Filter by date [show all](#)

December 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Scheduling (showing all)

Date	Time	Action
December 16	8:00 AM - 9:00 AM	Schedule
December 16	9:05 AM - 10:05 AM	Schedule
December 16	10:10 AM - 11:10 AM	Schedule
December 19	8:00 AM - 9:00 AM	Schedule
December 19		Schedule

Needed steps

- ☒ FIRST INTERVIEW
- ☐ COMPUTER SCIENCE - ASSEMBLY LANGUAGE PROGRAMMING
- ☐ SECOND INTERVIEW

Completed steps

None

My Applications

Streamline employee information management

Munis Human Resources streamlines the process of managing employee information. From personal information and certifications, to benefit elections, wages, promotions and disciplinary history, your important employee information is available in one easily accessible place. By simply making changes in Munis Human Resources, the information is instantly available in Munis Payroll. Create job descriptions and requirements for new job openings and immediately access that information in Munis Recruiting. Make changes to accrual settings and employees can instantly access updated sick and vacation accruals in Munis Employee Self Service. Analytic tools and complete reporting also provide your organization's leaders with the right information to make informed decisions about your workforce.

Access centralized view of employee data

Munis delivers information to you quickly and efficiently through integrated central applications. Beginning with the HR Command Center, you gain access to a centralized interface with complete visibility over your employees, applicants, benefits and positions.

The Benefit Enrollment Monitor provides an overview of the whole benefit selection process, from posting benefit options to employee selection and benefit confirmation. This paperless process generates essential benefit reports — such as quarterly 941, enrollment by selection and more — making your analysis of monthly premiums and changes easier than ever.

Position Control Central provides access to staff position information, including current position, salary information, budget information, education, certification, training skills and other requirements associated with a position.



Easily manage career tracks

Munis Talent Management helps you minimize costs, retain talent and align employees with strategic organization goals. For employee evaluations, you are able to set goals at various levels of the organization, including location, organization and job class. HR representatives can easily build and define requirements for career paths, assign each employee to a specific track and monitor their status, all with the purpose of retaining and placing employees in positions that match their skills and knowledge.

Employees are able to self-report external trainings, see trainings for their current position or for a job they are preparing for, and can take a survey online for the class they attended.

Automate employee expense reimbursements

Munis Employee Expense Reimbursement is designed for quick expense report creation, with system-generated travel request and invoice reimbursement numbers, and general ledger account codes that default in once expense types are listed. Create an unlimited number of expense claim form templates, choose whether employees submit reports before or after expenses are incurred and decide whether to reimburse through payroll or by cutting an AP check. When an employee logs into the application — anytime and anywhere, securely over the internet — and enters an employee number, the system automatically populates the expense report fields with data pulled from Munis Payroll. Workflow rules can be set up to direct expense reports to different approvers based on user-defined account codes, amount and department codes, while role-based security ensures sensitive data stays private.

Employee Task Monitor										
Employee name or #										
Advanced Search	My Searches	Excel	Email							
Expired Incomplete	Expired	Past Due	Not Completed	Not Started	Required Completed	Completed	In Progress	Upcoming	All	
4	5	0	0	0	0	1	0	0	10	
Task List: Evaluation Goals 2016 Completed Complete By Date: 08/12/2016 Task List: Evaluation Goals 2016 Expired Complete By Date: 09/01/2016 Task List: Evaluation Goals 2016 Expired Incomplete Complete By Date: 08/04/2016 Task List: Evaluation Goals 2016 Expired Complete By Date: 08/03/2016 Task List: Evaluation Goals 2016 Expired Incomplete Complete By Date: 06/30/2016 Task List: Evaluation Goals 2016 Expired Complete By Date: 07/04/2016 Task List: Evaluation Goals 2016 Expired Incomplete Complete By Date: 07/01/2016 Task List: Evaluation Goals 2016 Expired Incomplete Complete By Date: 08/26/2016 Task List: Evaluation Goals 2016 Expired Complete By Date: 08/10/2016 Task List: Evaluation Goals 2016 Expired Incomplete Complete By Date: 08/04/2016										

Employee Task Monitor

Manage risk before it becomes a crisis

Job-related injuries and property damage are inevitable. Munis Risk Management provides you with the tools necessary to effectively track, manage and pay property and casualty claims against your organization. It enables you to handle claims quickly and easily from an initial claim to related expenditures: maintain claim-specific data, track claim activity, and record expenses, recoveries and estimated costs. With Munis Risk Management, you can link claims to employee records through direct integration

with Munis Human Capital Management and evaluate injury-related compensation via integration with Munis Payroll.

The screenshot displays two overlapping windows from the Munis Risk Management application.

Property Damage Claims - Munis (Top Window):

- Claim ID:** 301
- Year:** 2017
- Status:** Open
- Number:** 2017003
- Date closed:** 04/13/2017
- Property type:** AUTO - AUTOMOBILE DAMAGE
- Equipment code:** PC2
- Amount:** 021002
- Location code:**
- Property description:** Police vehicle damaged during routine traffic stop

On the Job Injury Claims - Munis (Bottom Window):

- Claim ID:** 300
- Year:** 2017
- Status:** Open
- Number:** 2017007
- Date closed:** 04/07/2017
- Date reported:** 04/07/2017
- Date of incident:** 04/06/2017
- Time:** 0400 PM
- Location:** 113 - JOHN ADAMS ELEMENTARY SCHOOL
- Equipment:** MACH - MACHINERY
- Nature of injury:** BURN - BURN
- Body Part:** LUMB - LEG/ARM
- Body Part 2:**
- Body Part 3:**
- Occupation:**
- Position:**

Financial Summary (Bottom Window):

	Open Reserve	Open Paid	Open Reserve	Open Paid	Open Reserve	Open Paid
Activities	0.00	0.00	519.85	519.85	0.00	0.00
Recoveries and Pcs	0.00	0.00	0.00	0.00	0.00	0.00
Totals	0.00	0.00	519.85	519.85	0.00	0.00

Simplify data analytics and reporting

Munis goes beyond standard reporting, making it quick and easy for users to view and report on key data, such as IRS quarterly 941 reports, hours worked for the Affordable Care Act, and the employer information EEO-4 and EEO-5 reports. Munis Analytics and Reporting includes several tools that help clients improve data management, analysis, information sharing and report delivery. Dashboards and central program applications provide immediate, out-of-the-box views of key information that can be configured by users based on role and preference. Robust Microsoft® Office integration provides seamless data exports to Excel for further analysis.

Support for industry-leading business intelligence and ad hoc reporting tools offer even further flexibility and customization while still using existing application permissions. Munis database cubes, built on Microsoft SQL Server Analysis Services, allow you to make better business decisions by easily viewing comparisons, patterns and trends with Microsoft Excel PivotTable and PivotChart reports. Using SQL Server Reporting Services, you can create and manage complex, interactive reports and deliver them in a range of formats. Additionally, Tyler employs a dedicated Munis state reporting team responsible for ensuring you comply with state and federal reporting mandates. Your year-end process for W-2, 1099 and all processes related to accrual year-end closing are streamlined and organized for your convenience.



Payroll and Employee Self Service

Payroll

Payroll is at the core of employee management and must run seamlessly. When employee pay is on the line and your organization's budget is in question, processes must be simplified, streamlined and reliable.

Specifically designed to meet the payroll processing needs of the public sector, Munis Payroll is tightly integrated with many Munis modules to eliminate redundant data entry. With Munis Payroll, you can implement a paperless payroll process, streamline a decentralized timesheet entry and ensure all local, state and federal requirements are met.

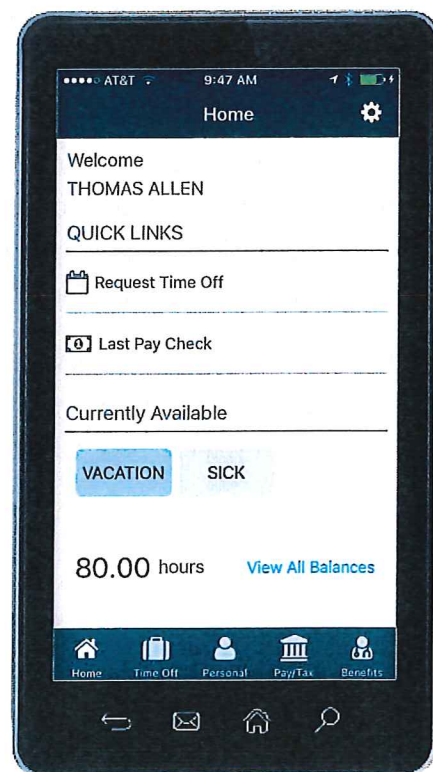
Standard payroll functions include:

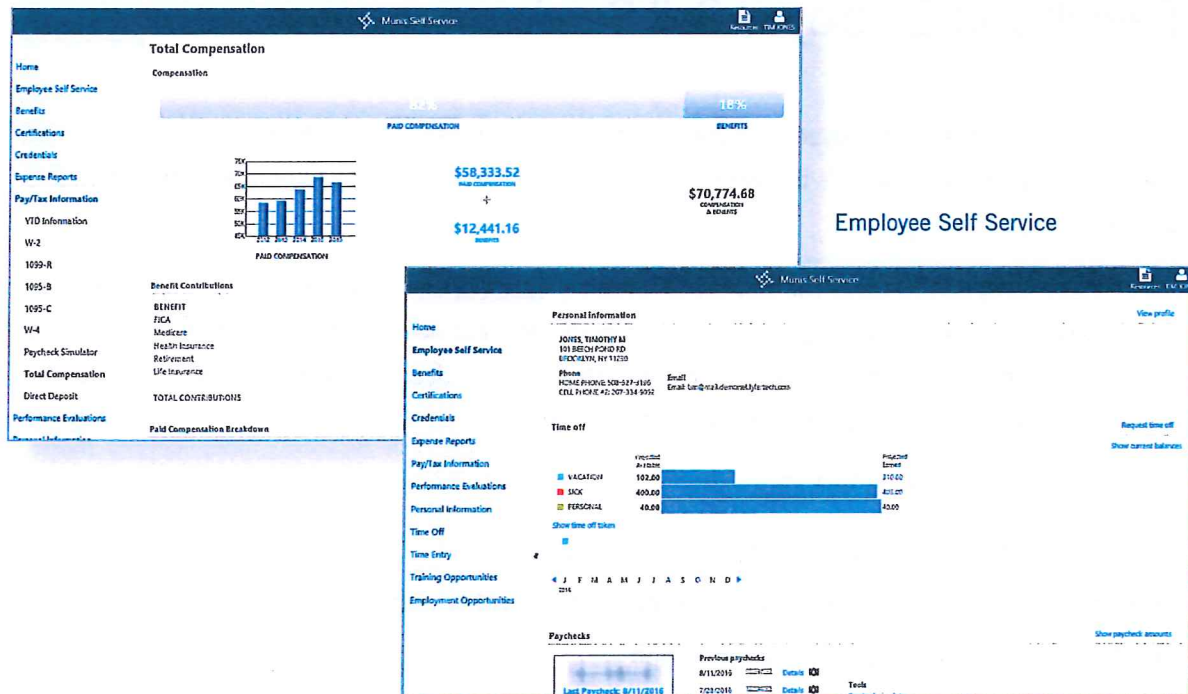
- Payroll and expense reimbursement processing
- Reconciliation of employee insurance reports to monthly premium statements
- Manual or automatic check reconciliation
- Support of electronic timesheet entry and import
- Electronic direct deposit and W-2 notices
- Verification and tracking of employee Social Security Number
- Dependent and emergency contact information

Munis Payroll is fully integrated with Munis Employee Self Service, which means pay, W-2, tax, benefit and accrual information is available to employees when they sign into your employee self-service website. Any changes made by the employee, such as accrual requests or benefit selection, are transmitted directly to the payroll system for approval to be reflected in employee pay.

Advanced position and budget control within Munis allows you to forecast future salary and benefit costs, including step and contract increases, and simulate changes to positions during a specified time period.

Employee Self Service
Mobile App





Employee Self Service

Employee Self Service

Munis Employee Self Service is a fully customizable employee portal that actively extracts information directly from your Munis database and makes it available to your employees in real-time. Employees can easily monitor and maintain personal and employment information including paid time off, accruals and requests, pay history, benefit selections, job openings, performance evaluations, training and certifications, announcements and more. A built-in pay calculator allows employees to see the effect that changes will have on the withholding amounts in their net pay.

With Munis Employee Self Service, HR representatives are able to spend more time acting as a consultant rather than an administrator, and employees have instant access to the answers they need. With Munis Manager Self Service, managers are provided a consolidated view of their employees including their certifications, training, evaluations, task lists, time off requests, emergency contacts and timesheets.

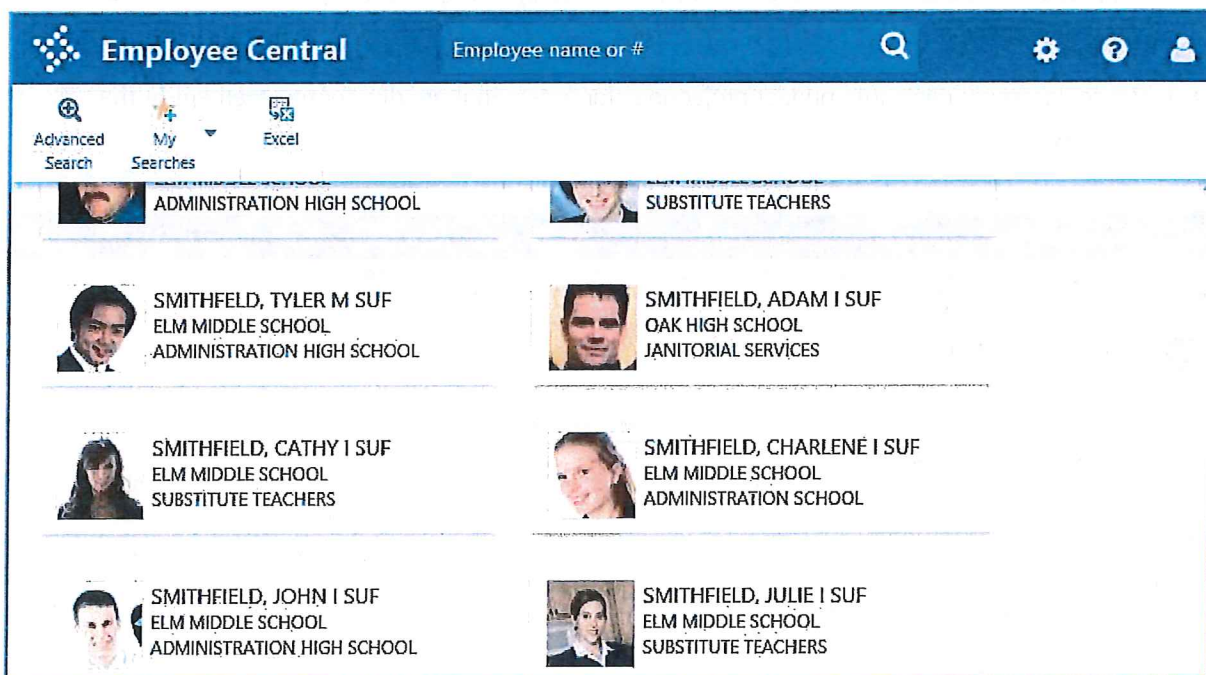
The ESS mobile application allows users to effortlessly manage their salary and tax information, time off requests, benefits and personal information. This convenient, portable and easy to use app is available so that you can stay connected anytime, anywhere.

Your Employees Are Your Greatest Resource

Gain a holistic view of your resources

Employee Central provides a comprehensive view of employee information by location, department, job class and more. You can view personal information, compensation, accruals, certifications, professional development, personnel actions and more from one screen.

Workforce Central provides a high-level overview of your employees, helping you effectively gauge the health of your workforce and analyze data. View up-to-date numbers on head count, open positions and more. You can also drill down to more detailed information by location, job class, group bargaining unit or organization, and apply reduction criteria to determine the impact of a reduction in staff.



Employee Central App

Plan for the future

Munis Salary and Benefit Projections integrates data from the Munis Financial and Munis Human Capital Management programs to help you accurately forecast all employee-related costs, including step raises, vacancies and all benefits for 10 years into the future. With the integration of Munis Financial and Munis Human Capital Management, Munis Salary and Benefit Projections allows you to securely and easily migrate data between modules. You have the ability to:

- Define an unlimited number of budget projections, each with varying assumptions
- Load the budget from contractual agreements, longevity, grade, step raises and benefit projections already defined in Human Capital Management and Payroll modules
- Review payroll encumbrances to see what is available to spend after considering salary and benefit commitments
- Build projections based on prior-year actuals, or an average of up to three prior year's actual amounts, increased or decreased by a specified percentage
- Insert replacement costs into budget projections for assets that are due for replacement in the coming year

Employee Central Employee name or #

SMITH, ARRON M JR
OAK HIGH SCHOOL TEACHER

Training: COURSE TYPE B LONG DESCR, Course Date 01/01/2001

Education: BACHELOR OF ARTS, HIGH SCHOOL DIPLOMA

Credentials: 1

Certifications: COURSE TYPE B LONG DESCR, Expiration Date 01/01/2016

Career Development: RGJ CAREER TRACK

Assignments: 3

User Defined: 0

Fixed Assets: 0

Evaluations: QUARTERLY REVIEW

Seniority: MIDDLE SCHOOL TEACHER, 01/01/2014

19 Tracking

Accruals Withholdings **Compensation** Actions Checks

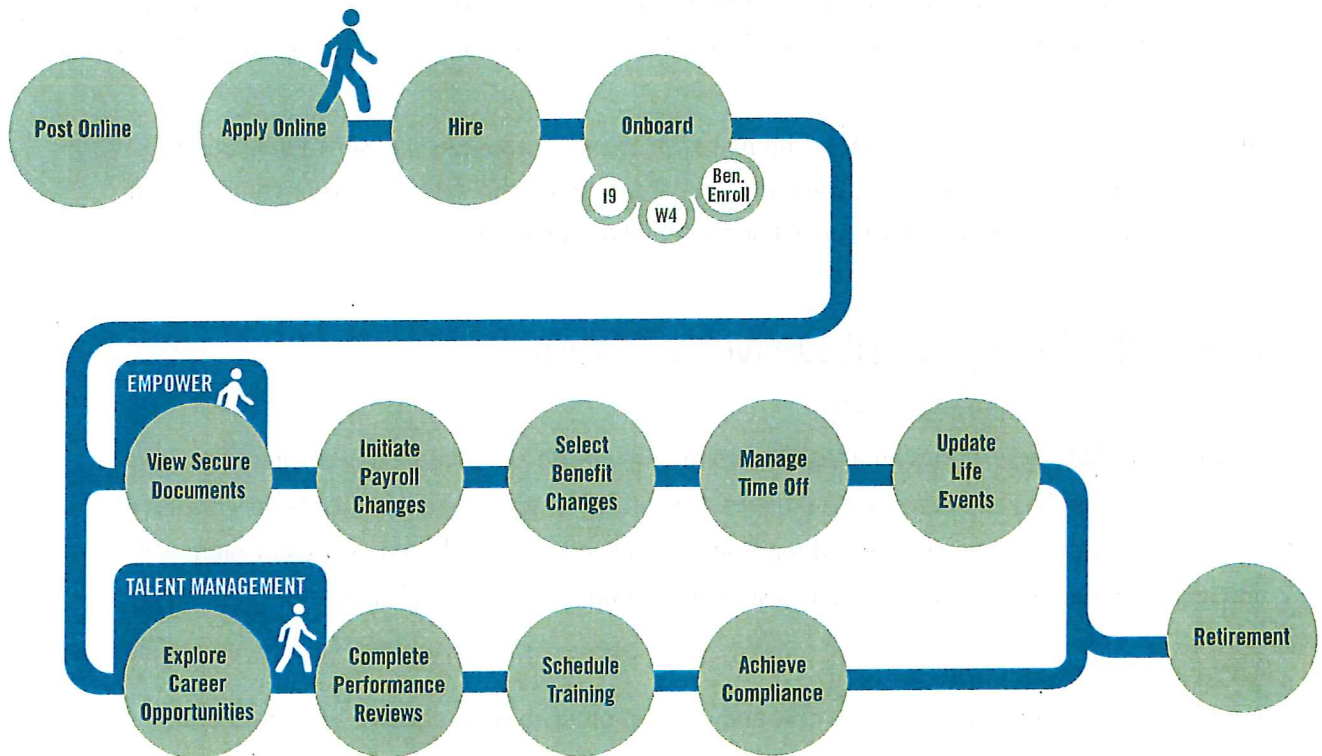
Job Class	Position Number	Position	Location	FTE	Pay Status	Effective	Grade/Step	Salary
TEACHER	265	TEACHER ADMIN	ELM MIDDLE SCHOOL	1.00	ACTIVE	01/01/2006	RJ2 SAL TBL---X/8	122,080.00

[View/Maintain](#)

Workforce Central

Empowering Your Employees

Web-Enabled Processes Support Complete Employee Life Cycle



Manage Your Workforce

Munis integrates with ExecuTime™, Tyler's solution for time and attendance and advanced scheduling. ExecuTime Time & Attendance™ makes it easy for managers and staff to enter and track time types, manage time-off requests and apply job costing, all while handling multiple pay periods and FLSA guidelines.

Also, many labor costs escalate through human error, manual processes and scheduling conflicts. With ExecuTime Advanced Scheduling™, you can automate, simplify and streamline your complex staff scheduling processes while minimizing labor costs and overtime expenses.

Content Management Delivers Efficiency

Eliminate obstacles to productivity

Tyler Content Manager™ brings an integrated content management solution to your fingertips. Your content no longer has to be handled multiple times, stored in several places, misfiled or misplaced. Tyler Content Manager streamlines and manages your file content easily and effectively promotes efficient document management, which saves valuable time, energy and dollars.

Integrate document printing

TylerForms helps you control where, how and in what order to print checks, W-2s and other documents by merging your application data with templated electronic form designs. Our advanced output processor negates the need for pre-printed forms; you can use less expensive standard blank paper, bar codes, signatures, bank, OCR and postal fonts and logos, and other data-driven elements that pre-printed forms can't produce.

Libraries of form templates are tailored to work with your Tyler applications and your organization's unique needs. Forms can be printed to your existing network printers and emailed, faxed or saved as a PDF file. Optional high-speed laser printers and addressing systems can save your staff hours — or even days — that are normally spent folding forms and stuffing and addressing envelopes.

Integrated Software Solutions for the Public Sector

Human Capital Management

Recruiting
Human Resources & Talent
Management
Payroll & Employee Self Service
Risk Management
Employee Expense Reimbursement
ExecuTime

Recruiting Features

Applicant Inquiry
Job Openings
Pending Applicants
Form Letters
New Hire Import
Reference Questionnaires
Applicant Reporting
Applicant Scoring
Applicant Interest
Applicant Complaint
Analysis Report
Applicant Central
Hiring Central
Applicant Process Events
Interview Types

Human Resources Features

Position Control and Budgeting
Employee Job/Pay Classification
Personnel Actions
Leave/Absence Management
Benefits Administration
Separations and Terminations
Accidents and Injuries
Grievances/Disciplinary
EEO Reporting
Seniority and Tenure
Substance Testing
Case Management
Position/Budget Transfer Request
HR Command Center

Talent Management Features

Certifications and Training
Evaluations
Succession/Career Planning
Credentials
Document Acknowledgment
Employee Tasks

Payroll Features

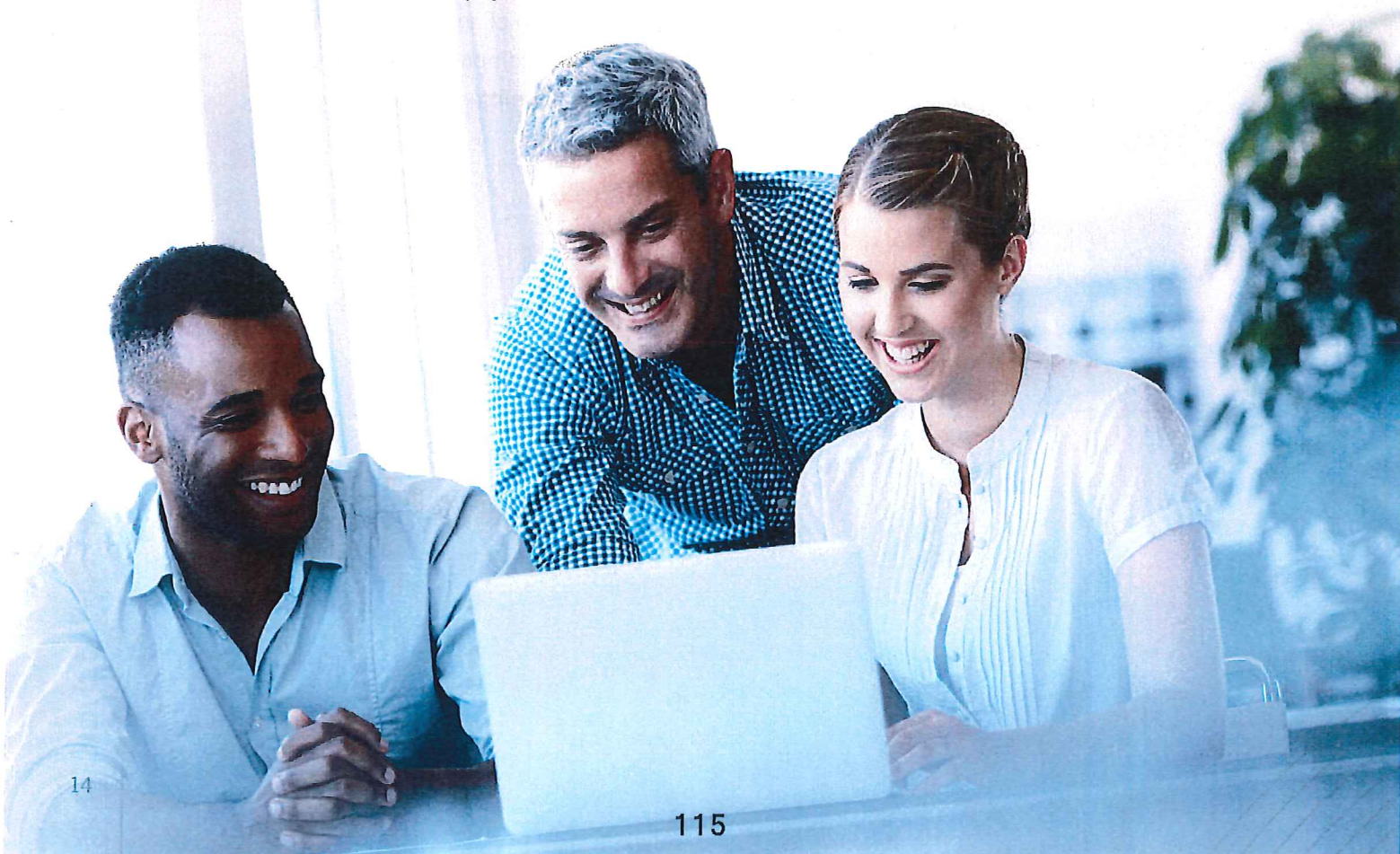
Payroll Administration
Employee Maintenance
Payroll Processing
Employee History
Payroll Reports
Salary and Benefit Projections
W-2 and 1099-R Processing
1095-B/C Processing
State-Specific Reporting
Pension Tracking

Workforce Management Features

Time and Attendance
Advanced Scheduling

Employee Self Service Features

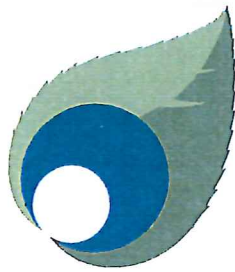
Tasks
Benefits
Certifications
Credentials
Expense Reports
Pay/Tax Information
Performance Evaluations
Personal Information
Position Transfer
Substitute Teaching
Time Off
Time Entry
Training Opportunities
Employment Opportunities



Why Tyler?

Tyler Technologies is committed to the public sector. We develop software and support solutions that meet the specific requirements of schools, local governments and municipalities — and have been doing so since 1979. Our staff is busy implementing more than 100 new Munis sites each year, providing client training, developing new features, providing technical support and more. By serving thousands of clients nationwide, we are able to see common issues, help identify best practices and develop innovative solutions for our clients.

Tyler's Evergreen Promise



Tyler is committed to providing clients with the tools they need today and into the future. We have dozens of clients who have used Munis for more than 30 years and we expect that they will be with us for decades to come. Why? Because we are committed to their satisfaction and continue to develop new solutions to meet their changing needs. Every year we release new feature upgrades with no relicensing fees for clients with an annual maintenance

contract. We call this our evergreen philosophy. And to help clients stay current with updates we have the EverGuide® support initiative which provides training resources to ensure that you never lag behind. Tyler is committed to helping you maximize your Munis solution today and for years to come.

Software that thinks like you do.

Tyler Technologies (NYSE: TYL) is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with clients to empower the public sector — cities, counties, schools and other government entities — to become more efficient, more accessible and more responsive to the needs of their constituents. Tyler's client base includes more than 15,000 local government offices in all 50 states, Canada, the Caribbean, the United Kingdom and other international locations. In 2016, Forbes ranked Tyler on their "Most Innovative Growth Companies" list, and it has also named Tyler one of "America's Best Small Companies" eight times. The company has been included six times on the Barron's 400 Index, a measure of the most promising companies in America. More information about Tyler Technologies, headquartered in Plano, Texas, can be found at www.tylertech.com.

800.646.2633 | info@tylertech.com | www.tylertech.com



Empowering people who serve the public®



ADDENDUM 2

Position Reclassification

Technology Specialist
Grade 69 (46,463.00 – Midpoint 60,402.00)

Job Description

Through ongoing development, maintenance and administration of an EMS database, the Technology Specialist designs and generates specialized reports, including Ambulance Response Time Reports and electronic Patient Care Reports (ePCR). The Technology Specialist reviews and analyzes data, responds to end-user requests for specialized reports or information, works extensively with downloaded data received from external sources, and assesses program information and reporting needs. Provides system training for new and existing EMS personnel to ensure data accuracy and completeness.

Distinguishing Characteristics

The work of this position is distinguished by its dual responsibility for coordinating and collaborating with end-users / stakeholders and for applying strong technical knowledge and expertise in the database design and administration work. The Technology Specialist serves as the primary liaison for information requests, research and analysis for EMS System Administration, EMS staff, County EMS Agencies, and the County Medical Program Director. The incumbent in this classification works with a high degree of independence and initiative under broad program guidelines and general supervision of the EMS Manager.

Essential Job Functions

- Develop and manage the EMS program's Structure Query language (SQL) database
- Generate specialized ongoing reports including Ambulance Response Time Reports and electronic Patient Care Reports (ePCR)
- Develops query structures to extract, load, and transform data in SQL database to report on response time performance, clinical performance from ePCR data (i.e. intravenous and intubation success rates, cardiac arrest outcomes, use of medications, etc.), and business performance (i.e. Unit Hour Utilization, monthly Average Patient Charges, etc.).
- Review and analyze EMS program data
- Respond to end-user requests for specialized reports and information
- Designs spreadsheet macros
- Designs and installs tables in database; utilizes programming languages to accomplish work Researches data failures and recovery strategies
- Designs and modifies database and master files

- Works with end users to identify and make modifications and adjustments to data reports Working with a variety of internal and external database sources
- Works closely with the EMS Manager in evaluating and streamlining EMS System processes
- Manages ordering, tracking, and dissemination of EMS supplies
- Participates in special events as assigned
- Serves as a member of the Beaufort County Emergency Operations Center
- Assists the EMS Manager with Inventory management
- Assists the EMS Manager with fleet maintenance including the scheduling and rotation of vehicles through the system in response to routine maintenance, mechanical failure, and unforeseen accidents
- Assists the EMS Manager with drafting and maintenance of Standard Operating Guidelines.
- Assists the EMS Manager with work schedule maintenance and grooming
- Assists the EMS Manager with generating and administration of mechanical and inventory vehicle safety checks
- Performs other duties as assigned

Qualifications

Knowledge of:

- Principles and practices of database administration and report writing.
- Systems and application software including word processing, spreadsheet and other related computer applications.
- GIS systems including Google Maps API and Sartopo to generate system wide mapping of call response data.

Ability to:

- Demonstrate expertise in program specific database administration, report writing and data analysis
- Apply critical thinking, troubleshooting and problem-solving skills to improve services Demonstrate excellent time management, organizational and multi-tasking skills
- Show strong customer service focus and team approach to the work
- Pay attention to detail and accuracy in the work; proofread work and ensure correct calculations, grammar, spelling and punctuation.
- Carry out Agency policy directives in an effective and timely manner
- Establish and maintain positive and professional working relationships with managers, coworkers, other governmental jurisdictions, volunteers, the media and the public
- Effectively communicate and express ideas both orally and in writing
- Effectively write grants
- Apply appropriate independent initiative, discretion, judgment and organizational skills to a variety of projects, assignments and situations

Experience and Education – Qualifications for this position include:

- Associate degree, or equivalent years of college level education, in Computer Science, Information Systems, Business, or a closely related field. Additional years of related education may substitute for a portion of the required experience.
- Experience in the field of Emergency Medical Services a plus.
- Any equivalent combination of education and experience that provides the applicant with the knowledge, skills and ability required to successfully perform the job will be considered.

ADDENDUM 3

Contract Amendment, Yard Debris Management

YARD DEBRIS MANAGEMENT CONTRACT EXTENSION AGREEMENT

THIS CONTRACT EXTENSION AGREEMENT ("Extension") is entered into this _____ day of April, 2022, by and between BEAUFORT COUNTY, a political sub-division of the State of North Carolina (the "County"), and GUY SHAVENDER TRUCKING, INC., a business corporation authorized to conduct business in the State of North Carolina (the "Company").

WHEREAS, the County and the Company entered into a Yard Debris Management Agreement, effective 3-1-2018 (the "Original Contract"); and

WHEREAS the parties wish to amend and extend the term of the Original Contract as set forth herein after provided.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby enter into this Yard Debris Management Contract Extension Agreement and agree as follows:

- The Original Contract, which is attached hereto as a part of this Extension, by its terms ended on February 28, 2021.
- The parties agreed to extend the Original Contract for an additional period, which began on March 1, 2021 and ended on February 28, 2022.
- The parties now agree to extend the Original Contract for a second additional period, which began on March 1, 2022 and will end on February 28, 2023.
- The parties now agree to amend Article 5.01A as follows:
 - A. For Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

1. Grinding and Spreading On-Site	\$13.08 per ton
2. Grinding, Hauling, and Disposal	\$16.88 per ton*
*(only with prior approval from Beaufort County Public Works Director)	
3. Quantity of debris shall be determined as outlined in Request for Proposals dated October 24, 2017.	
4. A Fuel Surcharge shall be added to the rates in items 1 & 2 if the price of fuel is over \$3.50 per gallon. The rates with the added fuel charge shall be as follows:	
a. Grinding and Spreading On-Site	\$14.39 per ton
b. Grinding, Hauling, and Disposal	\$19.88 per ton*
- This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties on this subject.

All other terms and conditions of the Yard Debris Management Contract dated 3-1-2018 shall remain in full force and effect as of this _____ day of April, 2022.

Beaufort County

Christina L. Smith, Public Works Director

ATTEST:

Guy Shavender Trucking, Inc.

ATTEST:

This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act approved by the County of Beaufort Finance Officer.

By: _____
County Finance Officer

ADDENDUM 4

Two-Year Cellular Service Contract for Cameras



**MASTER SERVICE AGREEMENT
(BUSINESS CUSTOMER)
SERVICE ORDER FORM TERMS (Legally Binding Document)**

This Service Order is between You and USCC Services, LLC on behalf of its operating licensed affiliate doing business as UScellular in the Home Market ("USCC"). This Service Order is governed by the MASTER SERVICE AGREEMENT ("MSA") located at <https://www.uscellular.com/legal>, unless there is a separately signed agreement between You and USCC which is identified in this Service Order. Terms not defined herein are defined in the MSA. By signing below, you agree and acknowledge that You have read and understood the MSA terms and this Service Order, and that the person signing below has the authority to enter into this Service Order on Your behalf.

BUSINESS LEGAL NAME AND ADDRESS

Business Legal Name	Beaufort County	Business Address ☐ Shipping Same as Billing Address	Billing Address ☐ Shipping Same as Business Address
Business d/b/a		111 W 2nd Street Washington NC, 27889	111 W 2nd Street Washington NC 27889

BUSINESS SET-UP INFORMATION – USCC INTERNAL USE

☐ New Business Customer	☒ Current Business Customer	BAN Group ID: 1035782	Email Address	West.overman@co.beaufort.nc.us
Portal Setup ☐ Accept ☐ Decline		Portal Contact	Click or tap here to enter text.	Portal Contact Email
				Click or tap here to enter text.
Business Phone Number		252-975-0720 x 1063		Contact Name (POC)
Account Number		854219631		Territory
Tax ID (EIN)		566001521		Market
Tax Exempt (Attach to File)		☐ Yes ☒ No		Estimated Value (ECV)
				Click or tap here to enter text.
Service(s) Ordered under this Purchase:	Choose an item.		Special Approval Sheet (Attach to File)	☐ Yes ☒ Not Applicable ☐ Toolbox

TABLE 1 - SERVICE(S) ⁵		Service Commitment (Months) ⁴		May activate additional lines at Rate Plan ¹	Cost Summary		
Quantity (Activations)	Rate Plan Name	Term	Other		MRC	MRC w/ Pricing Approval Detail ²	Total Customer MRC
3	Government Unl. Data	24	Click or tap here to enter text.	☒ YES ☐ NO	\$39.00	-	\$117.00
Grand Total Customer MRC (excludes applicable taxes, fees, and other charges)							\$117.00
☐ CHECK HERE IF Customer is eligible for Standard Rate Plan Changes for length of term							



TABLE 2 –EQUIPMENT PURCHASES ⁵ (WITHOUT RETAIL INSTALLMENT CONTRACT) ³			Equipment Service Commitment (Months) ⁴		May Order additional quantities at stated cost ¹	Equipment Cost Summary			
Quantity	Description	Upgrade Eligibility	Term	Other		RETAIL COST (non-subsidized)	Special Approval (Subsidized) ²	Subsidized Price	Total
3	Arlo Go Cam 2	12 Months	24	Click or tap here to enter text.	☒ YES ☐ NO	Click or tap here to enter text.	☐ YES ☒ NO	\$249.99	\$749.97
Grand Total Customer Equipment Cost (excludes applicable taxes)									\$749.97
☐ CHECK HERE IF Customer is eligible for Standard Subsidy price for length of term									
☐ CHECK HERE IF Customer is activating Customer owned equipment ("COE") COE approved by USCC: ☐ YES ☐ NO									
☐ CHECK HERE IF Customer is purchasing Equipment through a Retail Installment Contract ("RIC")									
DO NOT COMPLETE TABLE 2 FOR RIC PURCHASES. SUBMIT A RETAIL INSTALLMENT AGREEMENT (RIC) AND ATTACH TO THIS SERVICE ORDER									

ADDITIONAL/OTHER TERMS AND CONDITIONS (IF APPLICABLE)

Accessory Discount / Exclusions	
Volume Commitment	
Revenue Commitment	
Promotional Credits	
Other Terms and Conditions	

¹ If "yes", additional purchases at the Rate Plan / stated cost may be purchased after the Effective Date of this Service Order provided that the Rate Plan, state cost or quantities (as applicable) are available. USCC has the right to discontinue any Rate Plan or Equipment availability at any time with or without notice. If additional purchases are permitted and made pursuant to this Service Order, such purchase(s) will be documented in Your account without requiring a new Service Order or addendum to this Service Order, and this Service Order will thereby be amended with respect to such additional purchase(s) as documented in Your account and without any further writing. You are responsible for reviewing Your account for any errors in billing or otherwise. See Section 7(c) of the MSA for billing and payment details.

² Requires USCC Special Pricing Approval. Additional terms may apply.

³ If purchasing through a retail installment plan You must execute a Retail Installment Contract (RIC) and the attached RIC Initial Set-up Form must be completed. The RIC governs Your Equipment purchased on an installment plan.

⁴ Service Commitment(s) ETFs are based on 50% of the MRC of the terminated line of Service multiplied by the number of months remaining on the Commitment without proration and You may be required to return promotional credits. Subsidized Equipment ETFs are based on the Commitment term and type of Equipment purchased. Equipment Commitment ETFs are in addition to any Service Commitment ETFs. See Sections 9, 10 and 11 of the MSA for full details.

⁵ If additional space is needed for purchases, please check "Additional Purchases-Service Order Form Addendum Attached" in the signature block. The purchases on the Service Order Form Addendum are hereby incorporated by reference. Any "Grand Total" includes the total of purchases listed on the Service Order Form and any additional Service Order Form Addendum.



AGREED AND ACKNOWLEDGED BY THE PARTIES' AUTHORIZED REPRESENTATIVES	
EFFECTIVE DATE	Click or tap to enter a date.
USCC SERVICES, LLC Agreed and Acknowledged	Signature:  Printed Name: Jeffrey Rothrock Title: Business Area Manager
West Overman Agreed and Acknowledged	Signature: Printed Name West Overman Title:

Certificate Of Completion

Envelope Id: 2DDCA98CECBE4807956C0CB72A20BF46

Subject: Please DocuSign: Beaufort County 3.24.22.docx

SFA Opportunity ID:

Source Envelope:

Document Pages: 3

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Delivered

Envelope Originator:

Adam Bowers

30 N Lasalle St Ste 4000

Chicago, IL 60602

ADAM.BOWERS@USCELLULAR.COM

IP Address: 163.116.146.118

Record Tracking

Status: Original

3/24/2022 7:30:55 AM

Holder: Adam Bowers

ADAM.BOWERS@USCELLULAR.COM

Location: DocuSign

Signer Events

Jeffrey Rothrock

Jeffrey.Rothrock@uscellular.com

Business Area Manager

UScellular

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Jeffrey Rothrock
D431B4A0D97145F...

Signature Adoption: Pre-selected Style

Using IP Address: 96.37.33.99

Signed using mobile

Timestamp

Sent: 3/24/2022 7:32:19 AM

Viewed: 3/24/2022 7:47:07 AM

Signed: 3/24/2022 7:47:17 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

West Overman

west.overman@co.beaufort.nc.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 3/24/2022 7:47:19 AM

Viewed: 3/24/2022 9:53:54 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/24/2022 7:32:19 AM

Certified Delivered

Security Checked

3/24/2022 9:53:54 AM

Payment Events

Status

Timestamps

ADDENDUM 5

Workers Compensation Deductible

Worker's Compensation

Department	Paid						Incurred						
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	
EMS	-	1,673	1,928	1,636	341	-	-	1,673	1,928	1,636	341	-	
Animal Control	1,188	1,486	1,536	-	195	-	1,188	1,486	1,536	-	195	-	
Health	-	5,606	3,469	-	491	-	-	5,606	3,469	-	491	-	
Sheriff's Office	49,420	5,738	3,542	7,110	8,431	1,439	49,420	5,738	3,542	7,110	13,596	1,439	
DSS	412	926	2,745	343	668	296	412	926	2,745	343	668	296	
Water	20,861	135,291	341	-	398	6,165	20,861	134,810	341	-	398	31,550	
Total	71,882	150,719	13,560	9,089	10,524	7,900	71,882	150,239	13,560	9,089	15,689	33,286	
Insurance Paid	71,882	150,719	13,560	9,089	10,524	7,900	71,882	150,239	13,560	9,089	15,689	33,286	
Deductible	0	0	0	0	0	0	0	0	0	0	0	0	
Average Claim Amount	43,946						6 year avg.						48,957
Average # Claims	17												17

Worker's Compensation Insurance

Current Cost Fully Insured (\$0 deductible)

Current Policy Annual	\$ 319,506
Average Deductible	\$ -
Total Current Cost	\$ 319,506 FY 20/21

\$250,000 Retention/Deductible

County pays first \$250,000 per claim

NCACC Insurance Premium	\$ 102,787
Average Claims per year	48,957
Annual Cost	\$ 151,744

Estimated Annual Savings **\$ 167,762**

\$250,000 Retention/Deductible

County pays first \$250,000 per claim

Gallager Risk Management	\$ 150,000
Average Claims per year	48,957
Annual Cost	\$ 198,957

Estimated Annual Savings **\$ 120,549**

\$100,000 Retention/Deductible

County pays first \$100,000 per claim

NCACC Insurance Premium	\$ 123,715
Average Claims per year	48,957
Annual Cost	\$ 172,672

Estimated Annual Savings **\$ 146,834**

No Pricing from Gallager for \$100,000 retention/deductible

ADDENDUM 6

Modification of EMS Rescue Tax District ER to Include Town of Bath

**Resolution by the Town of Bath Agreeing to Allow the Territory Lying Within
the Corporate Limits of the Town of Bath to be Included in the Beaufort
County Rescue Service Tax District**

WHEREAS, in a recessed session of the Beaufort County Board of Commissioners on June 27, 2000, the Board unanimously voted to create a Rescue Service Tax District that covered all the unincorporated property in Beaufort County except the Richland Township, and;

WHEREAS, North Carolina General Statute 153A-302 requires that the governing body of a municipality agree by resolution to allow territory lying within its corporate limits to be included in a service district, and;

WHEREAS, the territory lying within the corporate limits of the Town of Bath is currently being served by County EMS services that are funded by tax revenues generated by the Beaufort County Rescue Service Tax District, and;

WHEREAS, because the territory lying within the corporate limits of the Town of Bath is not included in the Beaufort County Rescue Service Tax District, the territory is not contributing rescue service tax revenues to support the County EMS services it is receiving, and;

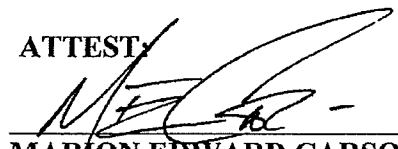
WHEREAS, the Town of Bath currently supports County EMS services in the Town by directly contributing funds to the County from the Town's general revenues, and;

WHEREAS, the Board of Commissioners for the Town of Bath wishes to continue to financially support the County EMS services that are provided to the Town, but have the County levy the rescue service district tax within the Town limits instead of the Town directly contributing funds from the Town's general revenues.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners for the Town of Bath agrees to allow the territory within its corporate limits to be included in the existing Beaufort County Rescue Service Tax District and asks Beaufort County to take the appropriate steps to cause this to occur.

Upon Motion by Commissioner KEITH TANKARD, and seconded by Commissioner JOHN TAYLOR, the foregoing Resolution received 3 ayes and 0 nays and was adopted this the 22 day of March, 2022.

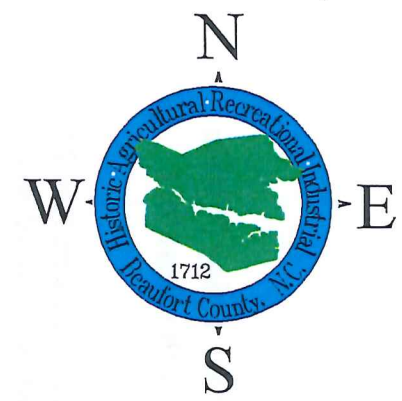
ATTEST:


MARION EDWARD CARSON,
TOWN ADMINISTRATOR

TOWN OF BATH


JAMES G. LATHAM, MAYOR

Present District Boundaries



Map By
BEAUFORT COUNTY
GIS / LAND RECORDS
Date: 3/17/2022

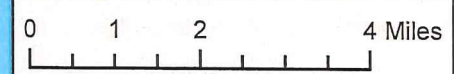
Legend

Municipal Limits

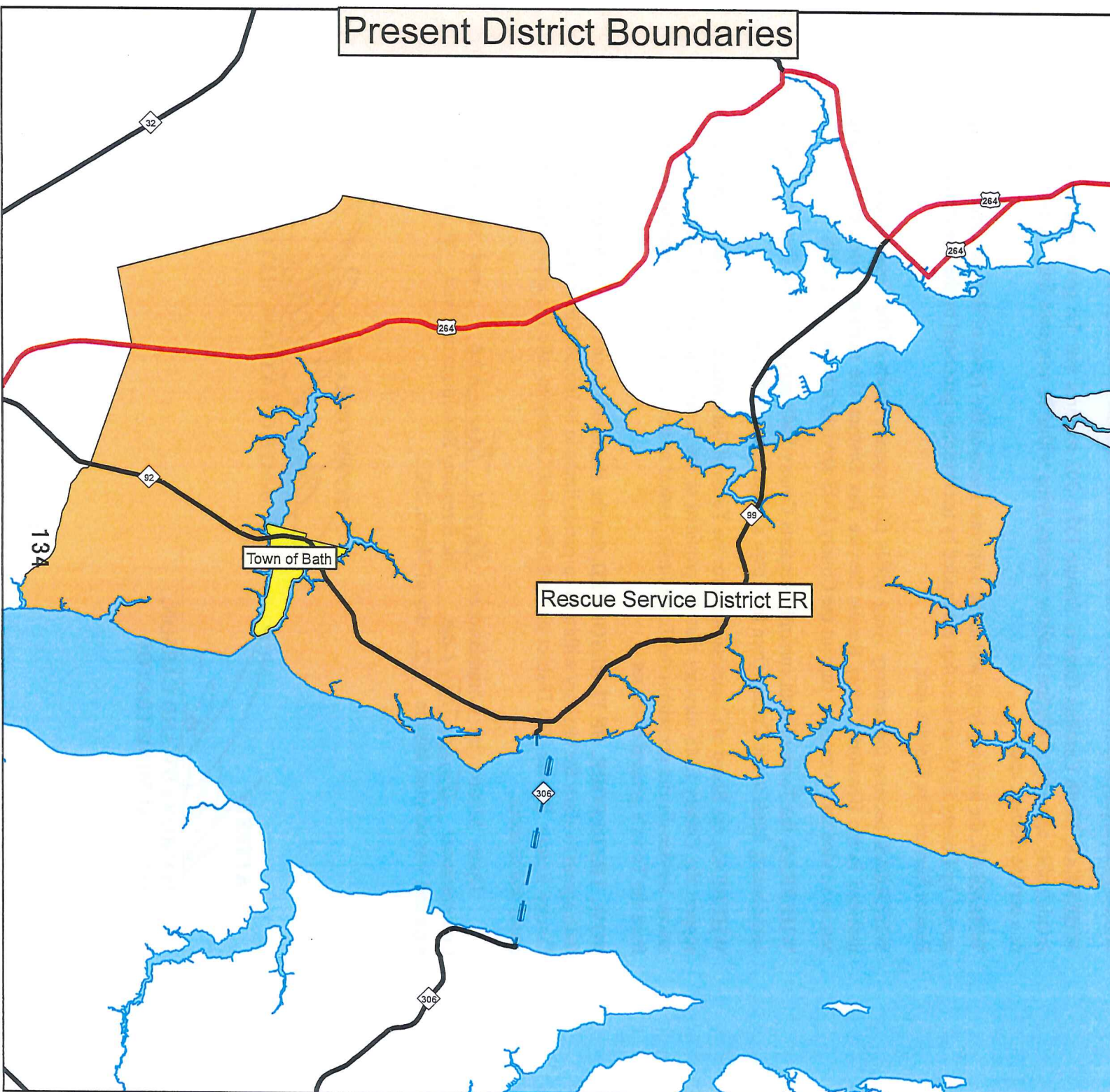
 Town of Bath

Rescue Service Districts

 Rescue Service District ER



1 in = 2.25 miles



Proposed District Boundaries



Map By
BEAUFORT COUNTY
GIS / LAND RECORDS
Date: 3/17/2022

Legend

Municipal Limits

 Town of Bath

Rescue Service Districts

 Rescue Service District ER

0 1 2 4 Miles

1 in = 2.25 miles

Town of Bath

Rescue Service District ER

135

32

264

264

264

92

99

306

306

2022

Notes:

1. April 4, 2022 - BoCC approve Bath's request to include the Town in EMS tax district

2. April 29, 2022 - public notice mailed to property owners (at least 4 weeks prior to public hearing)

3. May 13, 2022 - report in Clerk's office (at least 2 weeks prior to public hearing)

4. May 19, 2022 - publish notice of public hearing in newspaper (not less than 1 week before hearing)

5. June 6, 2022 - public hearing held

6. June 9, 2022 - adopt tax district expansion

7. July 1, 2022 - effective date of tax district expansion

January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

S	M	T	W	T	F	S
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

ADDENDUM 7

Request for Special Minimum Rate for Deputy Sheriff Job Classification

PAY PLAN COMPARISONS EFFECTIVE JULY 1, 2021

COUNTY	POSITION	HIRING RATE	MINIMUM RATE
BEAUFORT	Deputy Sheriff	\$37,284	\$39,149
CRAVEN	Deputy Sheriff	N/A	\$42,135
PITT	Deputy Sheriff	\$41,031 (No Experience)	\$43,000 (With Certification) \$45,068 (5+ Yrs. Experience)

BEAUFORT COUNTY DEPUTIES - CURRENT SALARIES BELOW STANDARD

NAME	CURRENT SALARY	SUGGESTED NEW SALARY	TIME IN LAW ENFORCEMENT	EDUCATION LEVEL
Deputy 1	\$39,149	\$40,000	6 Months	High School & B.L.E.T.
Deputy 2	\$39,149	\$40,000	2 Years	High School & B.L.E.T.
Deputy 3	\$39,149	\$42,400	5 Years	Associate's Degree & B.L.E.T.
Deputy 4	\$39,540	\$40,800	10 Years	High School & B.L.E.T.
Deputy 5	\$39,722	\$42,000	2 Years	Associate's Degree & B.L.E.T.
Deputy 6	\$39,932	\$40,400	5 Years	High School & B.L.E.T.

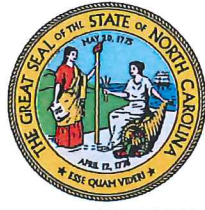
Beaufort County's current policy for Sheriff's Office educational incentive is to award an additional \$2,000 for employees who hold an Associate's Degree and \$4,000 for those who hold a Bachelor's Degree.

Sheriff's Office employees are awarded an additional 1% of their base pay for every five years of law enforcement experience.

ADDENDUM 8

Public Beach and Coastal Waterfront Access Grant

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
BRAXTON DAVIS
Director



NORTH CAROLINA
Environmental Quality

Invitation to Submit pre-application Access Grant Proposals Public Beach and Coastal Waterfront Access Funds 2022-23 Cycle

TO: Local Officials in the Coastal Area

FROM: Tancred Miller, Policy & Planning Section Chief
Division of Coastal Management

DATE: February 2, 2022

We are pleased to notify local governments in the 20-county coastal area that the Division of Coastal Management (DCM) has grant funding available for Public Beach and Coastal Waterfront Access projects for the upcoming 2022-23 fiscal year. Local governments are invited to apply for funding for projects that are anticipated to begin after January 2023 and to be completed within eighteen (18) months.

New this funding cycle is the opportunity for Tier 1 communities to submit applications for maintenance of sites previously funded under the program. This project type recognizes the challenges economically distressed communities face in maintaining funded sites. *DCM anticipates this new project type to be available in the 2022-23 Grant Cycle pending a June 2022 rule change.*

Local governments interested in applying for financial assistance must complete and submit **one (1) digital copy** of the enclosed pre-application form with attachments. Your local DCM District Planner must receive pre-applications on or before 5:00 pm on **Friday, April 22, 2022**.

Process: The application process has three (3) steps: the pre-application, invitation to submit a Final Application, and grant contract approval.

DCM will review the pre-applications and select a number of proposals for further consideration based on available funding. Local governments that submitted applications in previous years but were not selected for funding must re-apply for consideration during this grant cycle. Only pre-applications titled 2022-23 will be accepted as the application packet and application forms are adjusted annually.

Local governments whose proposals are selected will be invited by mid-May to submit a Final Application with more detailed project information. A final application form will be provided with the notification. Prior to submitting a Final Application, the local government shall hold a public meeting or hearing to discuss its proposal and consider comments prior to its decision to submit a Final Application for state funds. Final Applications are anticipated to be due on or before 5:00 pm on **Monday, August 22, 2022**.



North Carolina Department of Environmental Quality | Division of Coastal Management
Morehead City Office | 400 Commerce Avenue | Morehead City, North Carolina 28557
252.808.2808 140

Local governments are encouraged to include their local matching contribution in their FY 2022-23 budget. All final applicants will be notified in October/November 2022 whether their project has been selected for funding.

Match: Local government matching contributions for acquisition must be at least 15% of the total project cost. Grants for improvements to existing sites must be at least 25%. However, for [Tier 1 counties and their municipalities](#); the match for acquisition, improvements, and site maintenance projects is 10%. At least half of the local contribution must be cash match; the remainder may be in-kind match. Guidelines for determining allowable cash and in-kind match contributions are enclosed.

Overview: The primary objective of the public access grant program is to provide pedestrian access to public beaches and public trust waters in the 20 coastal counties. Grant funds may be used for land acquisition (including “unbuildable” lots) and site improvement projects that are consistent with the state guidelines for public access in the coastal area ([15A NCAC 7M .0300](#)). Any facility constructed with these grant funds must meet state and federal guidelines for handicap accessibility.

Examples of eligible projects include the following:

- Land acquisition - purchase of land for future public access facilities.
- Land easement acquisition - purchase of easements for public access.
- Parking areas, restrooms and other facilities.
- Urban waterfront access sites - improved public access to deteriorating or under-utilized urban waterfronts through reconstruction or rehabilitation.
- Reconstruction or relocation (excluding routine maintenance) of existing damaged public access facilities. Primarily for sites not originally funded by this program or for improvements to any sites at least fifteen (15) years old.
- Handicap facilities - Local governments are encouraged to submit proposals designed to enhance handicap accessibility existing facilities. Handicap facilities that exceed existing ADA requirements are encouraged.
- Boat Launch facilities- boat launch and ramp facilities, whether motorized or not, may be part of a project provided pedestrian access is still a major component of the project.
- For Tier 1 communities, routine maintenance of sites previously funded under the program.

Priority will be given to land acquisition projects; projects whose site design exceeds ADA requirements; and projects whose site design incorporates resiliency via nature-based features. Pedestrian access must be a major component of a project, with nature-based features being used to support, protect and enhance access improvements.

Information about past grants awarded can be found on [DCMs website](#) and on the [Grants WebMap](#).

Proposals that include both land acquisition and site improvements are to be submitted under separate applications. A pre-application Packet is enclosed.

DCM hopes you will consider utilizing funding through this grant program to help make a positive and lasting contribution to your community’s public access efforts. Your local DCM District Planner looks forward to receiving your pre-application and assisting you in this process. If you have any questions, please contact your local [DCM District Planner](#).





Beaufort County
Agenda Abstract

Meeting Date: May 2, 2022

Agenda Section: Item for Decision

Presenter: Jeff Hibbard EMS Operations Chief, Emergency Services

Agenda Title: 3 Year Stryker Stretcher Maintenance Contract

Summary of Information: Beaufort County EMS has five stretchers in operations across Beaufort County. These stretchers require routine maintenance, replacement of worn or damaged parts, and replacement of batteries throughout the year. Batteries alone can be expensive to the EMS program.

This contract with Stryker is a renewal of existing contracts between Beaufort County and Stryker. With acceptance of a three-year contract, we have negotiated a ten percent discount. The requested contract is \$6,742.80 per year (\$20,228.40 total for three years). This contract would go into effect July 1, 2022 and is part of the EMS Operations Budget for 2022-2023.

Submitter Recommendations/Motions: Approve requested three-year maintenance contract.

Attachments:
Stryker Proposal

ProCare Services



Sales Rep Name: Lauren Goergen
ProCare Service Rep: Jeff Hedgpeth

3800 E. Centre Ave
Portage, MI 49009

Date: 3/2/2022
ID #: 220302080636

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:
Shipping Acct Num: 1292505
Account Name Beaufort Co EMS
Account Address 1420 Highland Dr
City, State Zip Washington, NC 27889

Name: Clark Pollard
Title:
Phone: (252) 940-6519
Email: clark.pollard@co.beaufort.nc.us

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	6506	Power Cots	EMS Prevent	4	3	\$16,920.00
2	6390	Power-LOAD	EMS Prevent	1	3	\$5,556.00

PROGRAM INCLUDES:

EMS Prevent:

- *Includes parts, labor, travel
- *Includes 1 annual PM inspection
- *Includes unscheduled service
- *Includes battery replacement
- *Includes product equipment checklists.
- *Replacement parts do not include mattresses, and other Disposable or expendable parts.

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments \$6,742.80

See below for complete payment schedule

ProCare Total	\$22,476.00
Discount	10%
FINAL TOTAL	\$20,228.40

Start Date: 7/1/2022
End Date: 6/30/2025

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Section: Item for Decision

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: RFP Responses for County Revaluation Services

Summary of Information: Staff sent out an RFP for reappraisal/revaluation services in Beaufort County. Attached is the bid tabulation from the companies that responded. After reviewing each packet and contacting references it is staff's recommendation that the Board contract with Vincent Valuations.

Submitter Recommendations/Motions: Staff recommends Vincent Valuations for the County's reappraisal/revaluation requirements.

Attachments:

1. Bid Tabulation

Bid Tabulation

Bid/Quote Tabulation

Project: RFP BCTA-FY22
Date: April 8, 2022 at 2pm



Description: **Reappraisal/Revaluation Services**
(as per RFP)

Vendor Name:

Pearson Appraisal Service
Piner Appraisal
Tyler Technologies
Vincent Valuations

Price / Parcel Total	Insurance Requirements	Acknowledgement of Amendments
\$1,236,060.00	X	X
\$1,091,000.00	X	X
\$1,669,000.00	X	X
\$1,281,840.00	X	X

Authorized Signature / Commissioner :

Ednie Booth

Witness:

Hallie Jones



Beaufort County, North Carolina Tax Assessor's Office

220 N. Market Street | Washington, North Carolina | 27889
Phone (252) 946-7981 | co.beaufort.nc.us

Addendum #1

Issue Date: March 16, 2022

RFP BCTA-FY22 Reappraisal Services

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum (Attachment A) for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

The Purpose of this Addendum is to clarify one error found in the RFP document and to deliver information that was omitted from the original RFP document:

- 1) Some of the dates in part III (F.) of the RFP are incorrect. In the first paragraph, October 1, 2022, should be changed to July 1, 2024 and the second date in the paragraph should be changed from September 1, 2022 to September 1, 2024. With these changes, the first paragraph of II (F) should read as follows:

F. PERFORMANCE OF WORK

The Contractor shall begin the work to be performed under the Contract within thirty (30) days upon its acceptance by the Beaufort County Board of Commissioners and shall carry on the Program of Revaluation as set forth in Specifications and Workflow Schedule. The proposed Schedule of Values shall be presented to the Assessor on or before **July 1, 2024**. The Contractor shall complete and deliver the finished work to the Assessor on or before **September 1, 2024**. It is specifically agreed and so declared that time is of the essence in performance of the Contract.

- 2) The omission is that Beaufort County has 45,780 real property parcels

- END OF ADDENDUM #1 -

1. Page 6.F currently has language that reads as "sales that culminated during fiscal year 2019-2022" and later as "and last 2 quarters of 2022". The correct range is 2022-2024 and the last 2 quarters of 2024. Later in the RFP, on Page 20, the RFP also references "sales study" dates that are incorrect. Same applies here, it should be the applicable "normal" range of time prior to a revaluation. Normally a period of 1-3 years of sales before the revaluation with greater emphasis given to more recent sales.
2. The last part of the paragraph on page 8, part H should read as "All machinery and equipment necessary to complete the work shall be supplied by the **county** including: (computer equipment, data entry devices, and printers). Currently it is "supplied by the contractor" which is incorrect.
3. Elaboration regarding page 18 part VI: Pursuant to Solid Waste Fee's. The county is currently reviewing guidance and a possible reworking of its solid waste plan. The county is considering differentiating between "commercial solid waste fee's and residential". The only responsibility, regarding this, for the contractor is to establish the correct fee based on the building / use of the parcel. This should require little additional work if incorporated. If the property is a "commercial" property, the field staff would put "commercial solid waste fee" or similar as established under what would then be the current solid waste plan.
4. Regarding contents of the "manual" mentioned on page 19, part, IV A. (1) of the RFP. The RFP states "The Contractor will assist the County in converting to a land use schedule using a soil type valuation method and Denali CAMA software and the County's GIS with the USDA soil layers". It should not say *Converting*. It should say "*utilizing*" and have language along that line. We currently have this in place and are not converting to this method currently.
5. Parcel Breakdown.
 - A. Currently, out of the 45966 parcels that exist as of 3/30/2022, 21016 of those have at least 1 sketched building on them.
 - B. Beaufort County Assessor's Office has begun a serious effort to audit our program/records for exempt properties. Beaufort County has removed and continue to remove or modify parcels from those records. That said, as of 3/30/2022, Beaufort County has 3448 parcels in our CAMA, showing Present Use Value applied. We, additionally, have 2139 parcels showing some other form of exemption other than a homestead exemption. This would encompass Government parcels, churches etc.
 - C. We do not have a confident breakout for Commercial property. Records as of 1/1/2021 had that there are approx. 3200 commercial properties. We feel that is low, especially if you include that some of that is commercial land. The categories that would be used to report this are not fully populated in our CAMA. As a part of the field review, the county expects the use/type of building to be confirmed / added / modified and the same done for the land type. This data would need to be updated during Data entry. For reference, there are 2900 active BPP accounts.

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SPECIFICATIONS
FOR A REVALUATION OF REAL PROPERTY,
BEAUFORT COUNTY, NORTH CAROLINA
EFFECTIVE JANUARY 1, 2025

I. SCOPE OF SPECIFICATIONS

These Specifications cover the furnishings of labor, materials, supplies and the performance of all work required for the completion and delivery of a computerized Revaluation of all real property within Beaufort County ("County") for the furnishing of property record cards, assistance to the Beaufort County Tax Assessor ("Tax Assessor") and staff and to the Board of Commissioners and Board of Equalization and Review as specified herein and as directed by the County through its duly authorized agent, the Tax Assessor. These specifications do not intend to limit the contractor, in any way, to providing additional detail as it relates to how they would propose to complete the project.

II. APPRAISALS

The Contractor will aid and assist the Beaufort County Tax Assessor and will advise, aid and assist the County Board of Commissioners and the Board of Equalization and Review in arriving at the true value in money of all the real property in Beaufort County, in the appraisal and revaluation of the following items, to wit:

A. COMMERCIAL REAL PROPERTY

For the purposes of these Specifications, "commercial real property" shall be held to mean:

- (1) All land, buildings and structures thereon used or constructed for commercial purposes.
- (2) All apartment houses of three or more units and other dwellings designed or redesigned for occupancy by more than two family units.
- (3) An obvious duplex on the property record card classified as commercial property.
- (4) Special-purpose buildings not classified as industrial shall be included in the appraisal of commercial property.
- (5) Vacant lots or other parcels of real estate in areas zoned for commercial purposes or in predominately commercial areas, or which are used in connection with commercial enterprises, or which are primarily suited for commercial development, shall be classified as commercial property.

B. INDUSTRIAL REAL PROPERTY

All land, and all plants, shops, processing establishments and structures thereon, used in manufacturing, processing or production of any type of material, substance or merchandise; and all other property of this nature within Beaufort County which by law must be appraised by the County.

C. RESIDENTIAL PROPERTY

The term “residential real property” as used in these Specifications is defined as all lots, parcels or tracts of land, and all dwelling houses, barns, outbuildings and other structures thereon, located in Beaufort County which are not defined as “commercial real property” or “industrial real property” and which are required by law to be appraised by the County.

D. AGRICULTURAL, HORTICULTURAL AND FORESTLAND

For the purpose of these Specifications, “agricultural, horticultural and forestland” is defined as: all agricultural and horticultural land containing ten acres or more and all forestland containing twenty acres or more which may or may not qualify for Present Use Value Assessment under the provisions of G.S. 105-277.2, 105-277.3, and 105-277.4.

E. MANUFACTURED HOMES AND MODULAR HOMES

All manufactured homes (doublewide, triple wide homes and all other mobile homes), which meet the standards of real property as set out in the definition of real property as per North Carolina General Statute 105-273 (13), will be appraised as real property and will be listed and appraised in the same manner as real property. Modular homes will be considered real property and reviewed, listed, and appraised in the same manner as real property. Should a manufactured home not classified as real property appear on a parcel of land, its presence will be noted on the property record card and cross coded using the map parcel number for the land it is associated with. If the owner of the manufactured home should not be the same as the landowner, it shall be so noted on the property record card along with the owner’s name and the serial number when possible. A separate schedule of values shall be produced in appraising manufactured homes considered to be real estate.

A separate schedule of values will be derived by the Contractor for the computation of value for manufactured homes not meeting the requirements set out in the definition of real property found in the North Carolina Machinery Act.

F. EXEMPT PROPERTY

It is specifically understood that real property wholly or partially excluded from taxation will be appraised and valued by the Contractor, including all governmental units located within Beaufort County. This will be done in the same manner in which non-exempt property is appraised, including sketches, correct map numbers and special coding for retrieval by computer.

G. ALL OTHER REAL PROPERTY

The Contractor will appraise all other real property in Beaufort County not covered by the preceding paragraphs, which is required by law to be appraised by the County.

H. IMPROVEMENTS TO LEASED LAND

These improvements will be appraised in the same manner as all other improvements are appraised; also, the Contractor will produce a property record card identifying the improvement value that is on the leased land, the owner of the land, a zero value for the land, and including the parcel number of the land parcel and physical address if applicable.

I. PROPERTY OF PUBLIC SERVICE COMPANIES

The Contractor will not appraise property of public service companies that is appraised by the North Carolina Department of Revenue; however, the Contractor will appraise all real property of such companies situated in Beaufort County that is not appraised by the North Carolina Department of Revenue.

J. PERSONAL PROPERTY

These Specifications do not provide for the appraisal of commercial furniture and fixtures, industrial machinery and equipment or other personal property by the Contractor.

K. DISCOVERED PROPERTY

When the Contractor finds improvements that are not currently on the property record card, he shall document on the front of the property record card that these improvements were not listed for taxes as of the date of his visit and will furnish a list of the same to the Tax Assessor. This will be furnished on a monthly basis or as directed by the Tax Assessor.

III. GENERAL CONDITIONS

A. DIRECTION OF REVALUATION PROGRAM

All decisions as to procedures followed and forms used in the Revaluation shall be made by the Tax Assessor of Beaufort County. While final decisions of values to be assigned to properties for tax purposes must by law be made by officials of Beaufort County, the Contractor's responsibility under this Contract is to advise the County as to the current market value of each item of real property appraised as in Section B below. The entire procedure of the Revaluation Program is to be in accordance with all applicable Statutes of North Carolina. Said Statutes being Subchapter 11 of Chapter 105 of the General Statutes of North Carolina and all other applicable Statutes of North Carolina relating to the reappraisal of property.

B. GENERAL INSTRUCTIONS

Beaufort County expects the Contractor to visit each property and to use all available data to assess properties at a fair and equitable value. The field appraiser will conduct a thorough walk around of the exterior of all structures such that all sides may be visually inspected. If any discrepancies exist, the contractor will be required to measure and list the indicated changes accordingly. Any area of the home that should be sketched on the property record card but has not been at the time of the property visit, such as Finished upstairs, will be estimated to the best of the appraiser's ability and confirmed by comparison to the previous listed area on

the existing property card as well as any other method such as blueprint or sketch from sales record, if available. Digital photos of residences and commercial properties are to be taken and uploaded into the County's CAMA system on all improved properties and a clear picture of the main structure on each Parcel/Card set up as the primary image, with a minimum of one photo taken per sketched building. Commercial and industrial properties shall be carefully reviewed for data accuracy. Beaufort County has attempted to address all leasehold property record cards. The Contractor is expected to match the leasehold card with the land card to reduce the number of structures being double listed. If questionnaires are sent out by the county regarding property information or income data, then contractor will then be responsible for a review of that data to aid in their assessments. The tax office staff will work closely with the Contractor to ensure that these goals are met.

All property as herein defined, shall as far as practical, be valued as its true value in money as of January 1, 2025. The intent and purpose of these Specifications is to have all real property appraised at its true value in money. The term "true value" of property is defined as its market value, that is, the price estimated in terms of money at which the property would change hands between a willing and financially able buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all the uses to which the property is adapted and for which it is capable of being used.

In determining the true value of land in accordance with North Carolina General Statute 105-317(A)(1), the appraiser shall consider as to each tract, parcel or lot separately listed at least its advantages and disadvantages as to location, zoning, quality of soil, water power, water privileges, mineral, quarry or other valuable deposits, fertility, adaptability for agriculture, timber-producing, commercial, industrial, or other uses; past income, probable future income and any factor that may affect its value, except growing crops of a seasonal or annual nature.

The contractor will prepare and submit to the County for approval a schedule of land values, standards and rules which, when properly applied, will result in appraising all property in an equitable manner at its current market value.

In determining the true value of a building or other improvement the appraiser, in accordance with the provisions of General Statute 105-317 (a) (2), shall consider at least its location; type of construction, age, replacement cost, adaptability for residence, commercial, industrial or other uses; past income, probable future income, and any other factors that may affect its value such as, but not limited to, zoning and neighborhood influence.

Buildings under construction or partially completed improvements will be appraised at their value in degree of completion as of January 1, 2025. The percentage of completion will be noted on the property record card. These parcels will be coded for retrieval by computer.

C. LAWS TO BE OBSERVED

The Contractor is assumed to be familiar with all Federal, State and Local laws, codes, ordinances, and regulations, which in any manner affect those engaged or employed in the work or in any way affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this Contract.

The Contractor will, at all times, observe and comply with all Federal, State and Local laws, orders, codes, ordinances and regulations in any manner affecting the conduct of the work and the Contractor will indemnify and save harmless the County, its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decrees, whether by Contractor or his employees or anyone acting on the Contractor's behalf.

D. RESPONSIBILITY FOR DAMAGE CLAIMS

1. INSURANCE

The Contractor and his insurance carrier shall indemnify and save harmless the County and all its officers, agents and employees from all suits, actions or claims of any character, names and description, brought for or on account of any actual or alleged injuries or damages received or sustained by any person, persons or property, by or from the Contractor or its employees.

Additionally, and pursuant to county policy the Contractor will be responsible for:

- 1) Workmen's Compensation for the life of the contract for all workers at the site of work.
- 2) Automobile Bodily Injury and Property Damage Liability of not less than \$1 million coverage each for injury, accident, and property.
- 3) Comprehensive General Liability and other insurances shall protect any subcontractors as well performing under this contract. This amount of insurance shall be no less than \$1 million for bodily injury (each occurrence) or combined.
- 4) Any other insurance required by North Carolina law.
- 5) Each certificate of insurance cannot be cancelled, reduced in amount or coverage cancelled without 30 days written notice by registered mail.
Satisfactory proof of new coverage must be given to the county immediately.

E. PERFORMANCE, LABOR AND MATERIAL BONDS

The Contractor shall furnish a Performance Surety Bond in an amount equal to 100% of the Contract Price. It must be furnished by a corporate surety authorized to do such business in North Carolina. The Bond must secure the faithful performance of the Contract in accordance with these Specifications. It shall indemnify and save harmless the County from all cost and damages by reason of the Contractor's default or failure to faithfully perform the Contract. The Contractor shall also furnish a Labor and Material Payment Bond to secure payment to all persons who have furnished labor and/or materials in the prosecution of the work. The Bond shall also provide that all persons who have furnished labor or materials for use in the prosecution of the work under this Contract and these Specifications shall have

direct right of action under the Bond, subject to the County's priority. The Bond shall be in effect until such time the performance of the Contractor shall deem to be completed as described in Section F.

F. PERFORMANCE OF WORK

The Contractor shall begin the work to be performed under the Contract within thirty (30) days upon its acceptance by the Beaufort County Board of Commissioners and shall carry on the Program of Revaluation as set forth in Specifications and Workflow Schedule. The proposed Schedule of Values shall be presented to the Assessor on or before October 1, 2022. The Contractor shall complete and deliver the finished work to the Assessor on or before September 1, 2022. It is specifically agreed and so declared that time is of the essence in performance of the Contract.

Within thirty (30) days following the acceptance of the Contract by the Beaufort County Board of Commissioners, the Contractor shall present to the Assessor a schedule showing the estimated beginning and completion dates for each phase of work covered by the Contract, said schedule shall be broken down to show the beginning and completion dates according to:

- 1) Geographical area of the County by townships
- 2) Market Area concept map
- 3) Types of property
- 4) Changes made to building and Outbuilding Codes
- 5) Changes made to Sketch Labels
- 6) Data collection by field listers
- 7) Office work
- 8) Review of work by competent appraiser

The Contractor shall consult with the Tax Assessor in preparing such schedule and the schedule shall be subject to the approval of the Tax Assessor. After approval of the schedule by the Tax Assessor, the schedule shall be used as the basis for performance of the work covered by the Contract.

Performance by the Contractor shall not be deemed to be completed until all hearings with taxpayer and/or their representatives before the Tax Assessor and before the County Board of Equalization and Review concerning the Revaluation Program shall have been completed and until all appeals from the County Board of Equalization and Review to the Property Tax Commission and/or to the Courts in the case of complaints concerning appraised values have been completed. It is fully understood and agreed that the Contractor shall assist the County Assessor, the County Board of Equalization and Review and the County Board of Commissioners in the event any one or all of them are required to appear before the Property Tax Commission or the Courts in matters growing out of complaints concerning the assessed valuation of real property.

Of utmost importance in this Contract is the quality of work performed by the Contractor, and to that end, this Contract will be deemed acceptable provided the coefficient of dispersion about the median does not exceed 10% when 80% of the sales that culminated during fiscal year 2019-2022 are included in the study. In addition, a ratio study is to be done utilizing 80% of the sales during the last 2

quarters of the year 2022 and the first quarter of 2025 resulting in a coefficient of dispersion about the median not to exceed 10%. The county reserves the right to stratify as to location, property type, etc. as it so desires, in any ratio study when adequate data is available. A copy of the sales used in the ratio study shall be included with the manual.

Performance Standards for Residential and Commercial Property Appraisers

1. Measure all buildings accurately, within one foot of linear measurements.
2. Complete all descriptive forms, including work on property record cards with at least 95% accuracy. **
3. Meet or exceed production levels established.
4. Maintain complete and accurate records of weekly production on forms provided by the County and submit these forms for the prior week's activities to the County's Appraisal Manager each Monday.
5. Complete all land values and analysis with at least 95% accuracy.**
6. Complete all residential review work with at least 95% accuracy.**
7. Complete other assignments/duties which the Contractor/Provided may be called upon to perform under this contract with at least 95% accuracy.**

** Where accuracy levels are disputed, the County's determination shall prevail unless the Provider can demonstrate that the County's calculations are erroneous.

G. PERSONNEL

The Contractor will use competent employees of good character on the work and in an adequate number to expeditiously prosecute the work. All employees must have sufficient skill and experience to perform properly the work assigned to them. Employees conducting appraisals or other skilled work shall not be less than twenty-one (21) years of age and shall have sufficient education, training and experience in such work to perform it properly and satisfactorily in the manner prescribed in these Specifications. Such employees must have not less than two (2) years of active practical and extensive experience appraising commercial, industrial, residential, and farm properties and have successfully passed the examination administered to such persons by the Ad Valorem Tax Division of the North Carolina Department of Revenue. Ten (10) calendar days prior to bringing any employee to the job, the Contractor must furnish in detail to the Tax Assessor with respect to each employee who will execute appraisals, an affidavit specifying his or her qualifications and experience and prior work location. The Contractor must always employ a sufficient number of qualified and experienced employees to perform the work expeditiously and in a timely and controlled manner. Complete instructions and direction of all members of the personnel connected with the Revaluation shall be supplied by the Contractor.

The Contractor will furnish the Tax Assessor a list of all persons to be employed for acceptance or rejection by the County. The County may require the Contractor to remove from the work any person the County considers to be incompetent, inexperienced, or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be employed again to work in Beaufort County without the written consent of the County. No employee of the Contractor is to be deemed an employee or agent of the County and is not entitled to any benefits from the County not specifically stated herein.

The project manager or responsible head of the field organization of the Contractor in charge of this Appraisal Program and other key personnel shall not be transferred away from the County and the work to be performed under this Contract, or shifted, or replaced without the written consent of the County having been first obtained. The County has the right to approve or reject all personnel working on the project.

The Contractor will train any and all personnel designated by the Beaufort County Assessor in the appraisal techniques and procedures utilized by the Contractor in the appraisal of all real property in Beaufort County. Instruction shall also be given in the use of the Assessor's Manual and the Schedules of Value for all types of real property, so that the County's appraisers may be prepared to do appraisal work for the County in the future.

All vehicles used by the personnel of the Contractor in the performance of duties herein described shall be identifiable by signs located on each side of said vehicles, which sign shall meet the following requirements:

- 1) Letters at least 2" high
- 2) Contain words "County Revaluation"
- 3) Variations only as directed by the Tax Assessor

All field personnel shall display a personal identification badge that shall include name, photograph, company name, and employee's title and signature.

H. OFFICE SPACE

Office space necessary for the performance of the clerical work will be provided by Beaufort County. All necessary tables, chairs and filing cabinets for such office space will be supplied by the County. The Contractor will provide at their expense all supplies, cards, and field record sheets needed in performing the works, and all reports and manuals to be delivered to the County as set forth in this Contract. All machinery and equipment necessary to complete the work shall be supplied by the Contractor including: (computer equipment, data entry devices, and printers).

I. USE OF RECORDS AND MAPS

Subject to schedules and procedures approved by the Assessor all maps, tax records, data, and information in the possession of the County Assessor pertaining to properties covered by these Specifications will be made available to the Contractor. This is to cover the use of all information currently existing on the property record cards. All information and sketches, if used by the Contractor, will be verified in the field and will be the Contractor's responsibility.

The Contractor will be responsible for updating all property record cards utilizing the Denali appraisal software in order to reflect any changes in values due to addition, improvements or any other factors affecting the value of the parcels.

A system approved by the Beaufort County Assessor shall be employed for keeping an accurate account of all maps and records that shall be taken by the Contractor from the County's files. Such maps, records and data will be carefully preserved and will be returned to the Assessor as soon as the use of same has been completed.

The Assessor will furnish the Contractor with a set of tax maps of the County but cannot assure the accuracy of same.

J. SUPPORT OF VALUES

Upon the delivery of completed appraisal work, notices of the new assessments will be prepared for all real property owners by the Contractor, subject to approval by the Assessor. Informal hearings will be scheduled by appointments and conducted by the Contractor in a meeting room furnished by Beaufort County. The Contractor will provide the services of a sufficient number of qualified appraisers for as long as necessary, after valuation notices are mailed by the County, to assist the Tax Assessor in explaining appraisals and the valuation procedures used. During the informal process all changes in appraisal that provide a 10 percent, lesser or greater, deviation from the revaluation value are to be approved by the Assessor or his designated representative, and the property owner will be notified by mail of the corrected value.

As previously stated, the project manager or the responsible head of the field organization of the Contractor in charge of the Revaluation Program in the County will not be transferred out of the County, except by written consent by the Assessor.

He/She or an approved substitute will be present at all official meetings of the Board of Equalization and Review and all informal hearings following the completion of the work until all complaints are heard and disposed of, to assist in the settlement of complaints and to defend the values placed upon the various properties. It is further agreed that qualified appraisers shall be provided by the Contractor to assist the County in the event of appeals from the Board of Equalization and Review to the Property Tax Commission and/or to the Courts. This service shall be provided at no additional cost to the County in the case of complaints as to assessed valuation.

K. TERMINATION OF CONTRACT

The Contract may be terminated by the County for the following reasons:

- 1) Failure by the Contractor to start the work on the date specified.
- 2) Reasonable evidence that the progress being made by the Contractor is insufficient to complete the work within the specified time.
- 3) Failure on the part of the Contractor to comply with any of the provisions of the Contract.

Before the Contract may be terminated, the Contractor and its surety must be notified in writing by the County of the conditions which make termination of the Contract imminent. Ten (10) days after this notice is given, if a satisfactory effort has not been made by the Contractor or its surety to correct the conditions, the County may declare the Contract terminated, notify the Contractor and its surety accordingly, and pursue any right and remedy under this Contract and Bond.

In the event this Contract is terminated, the County reserves the right to take possession of all completed work, work in progress, materials, or any other part of the work, to account for said work and material and to use same to complete the project in accordance with the Contract Specifications and the provisions and conditions of the two (2) Bonds attached hereto. When the work is thus finally

completed, the total cost of same will be computed: if the total price is more than the Contract pricing, the difference shall be paid by the Contractor or his surety or sureties.

L. SUBLETTING AND ASSIGNING CONTRACT

The Contractor shall not assign, transfer or sublet the Contract or any interest therein without first receiving written approval from the County and from the sureties on the Bonds of the Contractor and the Contractor's liability carrier.

M. LIQUIDATED DAMAGES

In the event that the appraisal and revaluation of all property herein required to be appraised and revalued is not completed by the date set forth in the Contract, the sum of \$1000.00 per day (Saturdays, Sundays and holidays excluded) shall be assessed against the Contractor for the first thirty (30) day period and \$1200.00 per day thereafter, which said amounts shall be considered as liquidated damages for such delay in performance and shall be deducted from the final payment of the compensation herein provided.

IV. WORK TO BE PERFORMED

A. ASSESSOR'S MANUAL AND COST SCHEDULES

The Contractor shall prepare and furnish the County with ten (10) typed or printed copies and one copy in electronic format of an Assessment Manual, Cost Schedules, Land Value Schedules, and Schedules of Value (after approval of same by the Board of Commissioners) prior to finalizing any appraisals as set forth below:

1. CONTENTS OF MANUAL

- (1) Introduction
- (2) Outline of the principles and essentials of uniform property valuation and assessment.
- (3) Individual property record cards (explain use of land essential information to be furnished on property cards).
- (4) Valuation of lots and parcels of land.
 - (a) Explanation of land value, classes and grades and method by which it was determined, including neighborhood analysis.
 - (b) Land value schedules, including maps, depth tables and land rules.
 - (i) For residential, commercial and industrial property.
 - (ii) For rural un-subdivided land.
 - (iii) For agricultural, horticultural and forest land appraisals the Contractor shall prepare two schedules, one that reflects market value and one that reflects land use value as required by G. S. 105-277.6.
 - (iv) The Contractor will utilize information from the North Carolina Department of Revenue concerning the most recent land use values. The Contractor will assist the County in converting to a land use schedule using a soil

type valuation method and Denali CAMA software and the County's GIS with the USDA soil layers.

(c) Explanation of method of determining base land value, to include any influences from corner or economic impacts.

(d) Each parcel of unimproved land is to be carefully analyzed and necessary adjustments should be made to tracts that have irregular size and shape characteristics.

(5) Market Area Brief Summary

(6) Valuation of Buildings

(7) Specifications and detailed schedules of reproduction costs on all types of houses, commercial properties and special-purpose buildings shall be in square foot increments. Reproduction costs of commercial, industrial and special-purpose buildings, where story height makes it impractical to use square foot costs, will be in cubic feet.

(a) Tables of base reproduction cost for houses, commercial and special-purpose buildings.

(i) 5 grades of houses of varying building heights from one story to three stories, with a grade factor symbol (+10 or -10 with exceptions above Excellent Grade) to accomplish any necessary adjustment if the house being appraised does not fall exactly on a specific grade. Pictures of each grade will be taken of representative houses in the County. A solid description of each grade will be part of the manual.

(ii) Commercial and special-purpose building costs varied by size, and story height.

(iii) Representative pictures of buildings taken in the County, of different type grades of commercial and industrial buildings, should be entered at this point in the manual.

(iv) Explanations and instructions in determining grades of all types of buildings should be entered at this point in the manual and elsewhere if needed. These instructions should include the components of each grade of construction.

(v) If the Contractor does not employ the grading system as stated in 2 (a) and (d) above, an acceptable substitute shall be agreed upon by the County and the Contractor.

(vi) It is specifically understood that pictures of representative buildings in the County be utilized, as explained in 2 (a) above, in whatever grading system is used or agreed upon.

(b) Table of additions and deductions from base reproduction cost to meet the requirements of the County as determined in consultation with the Assessor.

(c) Base Replacement costs for one story additions, carports, attached garages, fireplaces, porches, decks, and sun porches, etc.

(8) Depreciation Tables

(a) Physical depreciation

(i) Physical depreciation tables or age-life tables on all

classes of buildings, including a consolidated rate percentage table.

(ii) Examples of application of building depreciation tables.

(b) Functional and economic obsolescence

(c) Examples of application of functional and economic obsolescence on all classes of residential, farm, commercial, and industrial buildings for over-improvement, under-improvement, location, out of business and lack of functional utility.

(9) Income Approach to Value

(a) Range of capitalization rates for Beaufort County.

(b) Explanations of capitalization rates as applied in Beaufort County and how developed and applied.

(c) Market rents and expenses are developed for the commercial and industrial properties.

(d) Section 42 low-income housing property should be identified by Contractor and assessed using the income approach to value as required by North Carolina General Statute 105-277.16. All income and expense data used along with the capitalization rates applied should be submitted to the Tax Assessor when all work is completed.

(10) Metal buildings (post frame and steel frame), grain bins, all types of swine buildings, chicken houses, turkey houses and all other buildings unique to the county. Schedules for the aforementioned buildings should show cost variations and components for different construction types of similar buildings. Representative pictures should also be used.

(a) A separate schedule for appraising manufactured homes as real estate shall be prepared and include, but not limited to, the following:

i. Cost Tables

ii. Grading/ Point System

iii. Depreciation Tables

(11) Additional information may be added as agreed upon by the County and The Contractor.

(a) Schedule by components of construction for commercial and industrial buildings.

(b) Emphasis on zoning should be considered and explained at this point in the manual. Zoning maps should be acquired from any municipalities in the County that utilize such and used when appraising properties with zoning restrictions. Correct zoning codes shall be recorded on the property cards and in the computer by the Contractor.

(c) Explanatory appraisals demonstrating use of the manual in appraising selected residences, farms, commercial and industrial buildings, and mobile homes (single and doublewides considered as real estate) in the County.

(d) Any other information, facts or factors, which may be used in determining the true value in money of the real property to be appraised.

2. PREPARATION OF ASSESSOR'S MANUAL, COST SCHEDULES AND SCHEDULES OF VALUE

This manual shall contain the detailed data from realtors, lending institutions, revenue stamps (verified), etc., used in preparing the units of land value.

This manual shall also contain a breakdown in detail of all data used in making up all schedules, costs, etc., including prevailing material costs, the source of this information, and analyzed cost for residential, farm, commercial and industrial building construction. A careful investigation of local market on construction costs shall be made, and this manual must be tested for both new and existing construction. Prices of materials in various quantities and qualities shall be obtained from local material dealers. Current wage scales for various types of building construction shall be carefully investigated and the labor efficiency for several trades on the various classes of work shall be considered in the determination of building schedules.

Market areas are to be utilized in the arrival of value, and the manual will highlight the basics for how these are determined and maintained.

From the foregoing information unit construction costs shall be analyzed for all materials and fixed equipment entering into the construction of all types of buildings, which construction cost shall include architects' and engineers' fees, together with contractor's overhead and profit and shall reflect the average cost of material in place for houses of cheap construction, houses of ordinary construction and houses of high-quality construction. Separate unit costs shall be developed in the same manner for all types of commercial, industrial, farm and special-purpose buildings. After such costs are developed, they shall be applied to new construction of known cost to prove their accuracy. When such accuracy is determined or proven in a manner acceptable to the County, schedules shall be prepared for any and all variations from base, including the values of the following items: all types of wall construction, roofs, floors, heating, plumbing, fireplaces and stacks, air conditioning, interior finish, tiling, finished attics, multiple family houses, recreation rooms, basements, finished basements, insulation, lighting systems, etc.

Tables shall show additions and deductions from base prices shown in each residential, commercial, industrial, farm and special-purpose building schedule. Every change from base specifications shall be recorded in pricing schedules and on property record cards. Prices for various sizes and types of garages, fireplaces, sun porches, carports, patios, outbuildings, elevators, or any improvement which does not fall within the base rate table.

All of the foregoing data shall be set up in an easily comprehensible

manner enabling the County to show the taxpayer how the property valuations were determined. All data used to make up the manual and to substantiate sales must be turned over to the Beaufort County Assessor.

The design of the manual must be approved by the Beaufort County Tax Assessor, and personnel designated by the Tax Assessor are to be trained in the use of the Assessor's Manual and the Schedules of Value during the revaluation period.

B. PROPERTY APPRAISALS

1. COMMERCIAL PROPERTY

i. COMMERCIAL BUILDINGS

All commercial buildings shall be carefully visited and visibly verified and to ensure accuracy of information shown on the property record card, and the name of the occupant will be noted under "remarks". A careful inspection of each building shall be made of all construction and fixed building improvements noted on the property record card. Master reproduction cost schedules, which have been checked against actual recent costs of new construction in the County or in comparable communities will be applied to existing construction for the determination of accurate and consistent replacement values less any physical, functional, or economic depreciation. In addition to appraisal at depreciated replacement cost, each commercial building shall be appraised by the market and income method, where applicable, as prescribed in the manual. The Contractor shall enter the replacement cost less depreciation on the property record card and in the computer. The income and market value method will be used in support of the replacement value and will also be entered in the computer for future retrieval.

Commercial properties will also be reviewed to make sure the correct number of solid waste fees are being assessed, based on any current county guidelines on solid waste fees.

All apartment houses of three or more dwelling units and other dwellings designed or redesigned for such occupancy, all groups of apartment properties will be appraised by the Contractor in the manner of commercial properties with a sketch and appraisal card for each building in the apartment complex. Also noted will be the number of units in each building and their breakdowns as to bedroom and bath count with the rents for each type. A report for apartments will follow, listing of all apartments and their variable breakdowns. The listing will be used as an analytical report. The appraisal of apartment houses is to be complete with analysis of income in the same manner as in the appraisal of other commercial property.

ii. COMMERCIAL AND APARTMENT LAND

The Contractor shall make a study of both the central business districts and outlying business areas for all towns in Beaufort County. Upon completion of this study, an outline block map is to be prepared by the Contractor listing front foot and land value for each side of each block of the specified business district. Depth tables and corner and other applicable tables shall be developed by the Contractor for the pricing of commercial lots. These tables shall be in accordance with current sound practices of land valuations.

Upon determination of such final front foot values for commercial properties by the Contractor, the value of each individual parcel of land shall be computed on the permanent record card. Commercial land values in rural areas of Beaufort County shall be established, usually on an acreage basis.

If all or part of such property shall be within the boundaries of any incorporated town or city, such fact shall be specified and the part within such town or city shall be defined and listed accordingly.

iii. DATA ENTRY OF COMMERCIAL PROPERTY

When doing data entry for commercial property in which the income approach was utilized, the contractor will input into DENALI the income pro forma used to value the individual property. This will be done for Hotels, Fast Food, Apartments, Shopping Centers and any other property where the income approach was computed to determine value.

iv. REVIEW OF COMMERCIAL PROPERTY

Upon completion of the appraisal of individual parcels of commercial land, each commercial property shall be carefully reviewed by an experienced commercial appraiser of the Contractor for the careful consideration of the economic factor which enters into its valuation, such as location, design, surplus capacity or inadequacy, obsolescence, and rent possibilities, both present and expected.

2. INDUSTRIAL PROPERTY

- i. A complete appraisal of each individual plant in the County shall be prepared by the Contractor based upon the careful inspection of each of such property, and the name of the occupant will be noted under "remarks".

a. INDUSTRIAL BUILDINGS

Plat plans of each building shall be drawn to scale with buildings numbered and shown in their proper location and sizes. Buildings shall be described by their component parts, with replacement values being determined by a unit cost appraisal less any depreciation. The market and income approaches to value shall be utilized where applicable. The Contractor shall enter the replacement cost less

depreciation on the record card and in the computer. The income and market value method will be used in support of the replacement value and will be entered in the computer for future retrieval.

b. INDUSTRIAL LAND VALUATIONS

The Contractor shall make a study of each individual property and of the various industrial sections of the County. Upon completion of this study, the Contractor's appraisers are to prepare an outline block map (or sketch) indicating front foot, acreage or square foot land values for each parcel of industrial property. Upon the determination of final land values for industrial property, the Contractor shall compute the value of each individual parcel of industrial land.

c. REPORTS

These shall be designed and provided by the Contractor: a complete separate report, summarized, typed and bound with sketches drawn to scale, and an appraisal for each and every building of an industrial plant. The total appraisal of each building shall be posted to the summary sheet of the report listing buildings 1 of 2, etc. Also provided in this report will be a plat showing proximity of all buildings to main plant structure. Total values of industrial plants showing a summary of land and buildings shall be placed on property record cards for filing purposes.

d. PUBLIC UTILITIES

The contractor shall appraise all properties of Public Utility companies located within the County and that are not required by law to be appraised by the North Carolina Department of Revenue, Local Government Division. The properties of all cable, water, truck, and bus companies will be appraised locally by the Contractor. The Contractor will place a value on the non-system tracts.

3. RESIDENTIAL PROPERTY

i. RESIDENCES, BUILDINGS AND STRUCTURES

Every lot, parcel, tract, building, structure, and improvement being appraised shall be visited, observed and appraised by a competent appraiser to ensure accuracy of information on the field record card. All outbuildings will be described as per size, major construction material, approximate age and type of use. In the case of changes, additions, suspected errors in the original recording or other discrepancies, such changes, additions, and discrepancies shall be measured, listed and sketched and property record cards flagged for appraisal by a competent appraiser of the Contractor's staff. Careful inspection shall be made of the exterior by a competent appraiser, and it shall be the responsibility of the Contractor to make the necessary effort to inspect any property that is posted and/or quarantined or give good reason as to the reason for lack of a physical inspection. In the case of changes, additions, suspected errors in the original recording, or other discrepancies, such changes, additions, and discrepancies

shall be measured, listed, and sketched, and card flagged for appraisal by a competent appraiser of the Contractor's staff.

The type of construction shall be recorded by component parts, such as exterior walls, roofing structure, roofing cover, interior walls, interior flooring, heating and fuel type, air conditioning, bedrooms, baths, number of stories, style, fireplaces, quality of construction, actual year built, effective year built, economic obsolescence, functional obsolescence, whether the property is under construction, abnormal or physical depreciation and/or physical damage.

For condominiums, the Contractor must also list any additional pertinent features such as which floor/floors the condominium is situated on, any influence from view or other notes specific to a condominium. The contractor shall consider if the current method of having the portion of common ownership overall listed in the outbuildings is the best way to value these properties, and to present a plan to change that methodology or continue that way. Whichever method used, shall be approved by the Assessor and be employed by the contractor for condominiums appraisals.

- ii. Farm homes shall be visited and inspected in the manner as other residential buildings. All other farm buildings and structures will be checked for accurate measurements and listed on the field property record card according to the use, type of construction, size, age, condition and amount of depreciation. These buildings shall be appraised at their true value. It is specifically understood that the Contractor will make sure that farm property is sufficiently reviewed to make sure that all buildings are property listed.
- iii. Upon inspection of real property that has a manufactured (mobile) home located on the premises, the appraisal card will be marked to identify when the manufactured home is listed as personal property. If this should be listed as personal property the Contractor will inquire as to ownership of manufactured home as well as ownership of the real property if possible, and note on property record, if possible, whether by visibility or inquiry from owner, the serial number of the manufactured home. If the manufactured home meets the standards of real property of real property as per North Carolina General Statute 105-273 (13), it will be listed as real property and will be sketched and priced as a manufactured residential dwelling.
- iv. It is specifically understood that all residential property will be appraised by the replacement cost less depreciation and the market method. The Contractor shall enter the replacement cost less depreciation on the record card and in the computer. The market value method will be used in support of the replacement value and will also be entered in the computer for future retrieval.
- v. A physical visit will be made to all County residences. If an adult of the household is at home, the field appraiser will question for information on the interior characteristics. If an at the door interview is not possible, the field appraiser will use visual inspection from outside and his professional knowledge to arrive at the best estimate of the interior characteristics. In the event the property owner is not at home at the time of the field appraiser's visit, a notice of the attempt to contact the property owner shall be left by the field appraiser. This

notice shall be in the form of a door hanger, design to be approved by the Tax Assessor. The door hanger is to be designed to allow owner/tenant to make contact with the Contractor to assure accuracy of data to be gathered.

Note: In any event, the field appraiser will make a complete tour around the exterior of the residence such that all sides can be visually inspected. Measurements must be taken when there is a discrepancy with information on the current property record card. It shall be the responsibility of the Contractor to make the necessary effort to inspect any property that is posted and/or quarantined. This shall include, but not limited to, attempts to contact the property owner by telephone, mail, and email. If, after all attempts are made, the Contractor is unsuccessful in contacting the property owner and obtaining permission to physically enter and inspect the property, the Contractor must notify the Tax Assessor.

- vi. Commercial properties will also be reviewed to make sure the correct number of solid waste fees are being assessed, based on any current county guidelines on solid waste fees.

4. VALUATION OF LAND

- i. The Contractor will make a careful investigation of the true value of all classes of land, giving due consideration to all factors enumerated in these Specifications. Sales data covering market value shall be secured and this data will be analyzed, checked and recorded on cards. Owners, realtors, bankers and others shall be asked to provide full information relative to sales of property within the County.

If all or part of such property shall be within the boundaries of any incorporated town or city, such fact shall be specified, and the part within such town or city will be defined and listed accordingly.

Buildings, structures and other improvements will be appraised, and their true value recorded separately from the land on which they are located.

The Contractor will furnish "land value maps" which will reflect the neighborhood concept. The maps will indicate the appraised values per parcel or per block. These values will be stated in terms of the units in which the land is normally sold. In addition, current sales data will be recorded on these maps. Sales data will be indicated from revenue stamps, noted on the property record cards and confirmed in sufficient number to ensure compliance with these Specifications. The Contractor shall furnish the County for its information, use and future reference the detailed data which was used to arrive at the units of land value and serve to substantiate these values, bound in a suitable folder, which shall become the property of the County.

- ii. AGRICULTURAL, HORTICULTURAL AND FORESTLAND

Agricultural, horticultural and forestland will be appraised at its true value as required by G.S. 105-317 (b) (1). The Contractor will utilize information from the N.C. Department of Revenue concerning land use values. The Contractor will assist the Assessor with the development of Present-Use Value Schedules that are required by G.S. 105-317 (b) (1). The Contractor will utilize information from

the N.C. Department of Revenue concerning land use values. The Contractor will apply the present use value schedule using a soil type valuation method and DENALI CAMA software and the County's GIS with USDA soil layers. The Tax Assessor will determine eligibility for Present-Use Value treatment and will be responsible for applying the Present-Use Value Schedules to qualifying parcels.

iii. SMALL ACREAGE TRACTS

A pricing schedule applicable to small acreage tracts, especially those of twenty-five (25) acres or less which have potential other than farm usage, shall be prepared by the Contractor. Size of tracts has a direct bearing on the value. The schedule must be flexible to appraise at market value all acreage tracts regardless of size.

iv. FARM SERVICE AGENCY/SOIL CONSERVATION SERVICE MAPS

The Contractor shall utilize the maps these departments have available in determining the amount of cleared acres and soil types when appraising property.

5. OTHER PROPERTY

i. GRAIN BINS AND GREENHOUSES

For the purpose of this revaluation, grain bins and greenhouses are to be considered as personal property if the owner has provided to the Tax Assessor the original cost new and acquisition date of the grain bins and greenhouses. To ensure that all grain bins and greenhouses are listed and assessed, the field appraiser will note on the property record card the presence of all grain bins and greenhouses and a description of each grain bin and greenhouse (size, quantity, etc.). It is essential that the ownership and location of every grain bin and greenhouse be determined by the field appraiser. In those situations, wherein the owner has not provided the cost information, the grain bins and greenhouses will be considered real property and the contractor will develop schedules as necessary.

ii. MOBILE HOMES/MODULAR HOMES

These homes are to be considered as real property and are to be so valued if the following conditions are met:

1. Is a mobile home, doublewide, triple wide, or modular home
2. Has a permanent foundation or additions/improvements in excess of \$1,000 in value
3. Other similar conditions that appear to give it a look of permanency
4. Located on land owned by the individual

Modular homes will be appraised from the same set of schedules as site-built homes but must be identified on the property record card as a modular home. All triple wide, doublewide, and singlewide mobile homes which meet the requirements as real property will be appraised by the mobile home schedule.

- iii. If camper/RV's have hookups on the property, that is to be noted on the property record card

- iv. All other real property not covered under this Section and required by law to be appraised by the County will be appraised at true value, using acceptable appraisal standards.

6. DIGITAL PHOTOGRAPHY AND FIELD OPERATIONS

- i. The Contractor shall take, upload and set as primary photo on each property card, digital photographic images of all residential, commercial and industrial properties and significant other structures. At minimum, there shall be one picture per each sketched building. Each image will display date the image was taken. All images shall be uploaded on the parcel record card in the DENALI CAMA system. Images to be uploaded prior to any office operations including data entry or data change.
 - 1. Photos will be submitted in JPEG Format to Beaufort County.
 - 2. Each image will be stored in the industry standard JPEG Format and will be assigned as eight-digit unique ID number as represented in CAMA system as a PPN number and to be the same numbering system currently in use by the County.
 - 3. Each image will show only the structure and an identifier (if necessary). Each image will display the date the image was taken. No other text or numbers will be added to the photo by post processing operations.
- ii. Field operations will involve actual onsite inspections of all real property with the supervision, verification and inspection of property record cards, making appraisals of individual properties to include the following:
 - 1. Examination, analysis and verification of the land classification data and entries of the classification, zoning, use and other important characteristics for land valuation on the property record cards.
 - 2. Continuous supervision of personnel engaged by the Contractor to record data on type, construction and other important elements and conditions of each building being appraised.
 - 3. Examination, verification, or correction of the exterior measurements of the building dimensions. Careful interior inspection of each build shall be made from basement to attic where it is possible to gain access and all construction data carefully noted on the property record cards.
 - 4. Examination, analysis and verification of the important building characteristics, conditions, and the building classifications on each property record card.
 - 5. Field review examinations to verify the accuracy of data entered on the property record cards, reviewing correctness of lot and building descriptions and conditions as to depreciations and obsolescence allowed, also comparison with like property values.
 - 6. Income approach on all commercial and income producing properties, utilizing the best practices of appraisal methods.
 - 7. Sales ratio study of all arms' length sales during the years 2019, 2018, and 2017. Each sale shall indicate by what means it was verified.

7. OFFICE OPERATIONS

- i. The office operations will include the analysis of individual real property record cards and the extension of applicable unit values to each lot and building, the addition or deduction of other than standard conditions and the addition of building and land values, where applicable, to determine total valuations. For each individual property, this phase includes the following:
 1. Examination, analysis, and verification of land classifications and calculating land values on the basis of unit: front foot, square foot, unit cost or acreage.
 2. Examination, verification, or correction of information on property record cards, calculating and noting square foot or cubic foot content of different classes of residential, commercial, industrial and all other buildings on each property record card.
 3. Examination, verification and establishment of base unit costs with additions or deductions, depreciation allowances and special obsolescence for applicable building classifications.
 4. Extending unit costs and computing building valuations and verifying same on the basis of replacement costs less depreciation and related appraisal approaches, such as the income capitalization and the comparative sales approaches.
 5. Verifying all data that is entered in the County's computer system.

NOTE: The Tax Assessor will conduct data audits to ensure correct information is being inputted properly. These audits will be regular in frequency, and a 95% or better accuracy level is required.

8. FINAL REVIEW

A final parcel review by qualified appraisal personnel of the Contractor for the purpose of discovering errors and to certify accuracy of the reasonableness of resulting values, taking all factors, especially location and shape of parcels, into consideration, all in accordance with the applicable requirements of the Machinery Act. This review shall be thorough in order to assure an efficient appraisal of all properties.

Reviewing with the Tax Assessor for their acceptance and approval the procedures, standards, schedules, and records used in making the property appraisals: training assessment personnel in order that the assessing office may apply the same to new and altered properties after the original appraisal. A comparison sheet as specified by the Tax Assessor shall be prepared by the Contractor for certain types of property requested by the Assessor.

9. QUALITY CONTROL

The County reserves the right to implement whatever quality control system necessary in order to ensure all residences in the County are being inspected by the Contractor in accordance with the criteria outlined above. The Contractor agrees to correct any errors discovered by the County.

The project coordinator (or other designee approved by the County) will inspect at least 10% of all work produced monthly to verify its accuracy and completeness. Provider will record the results of such quality control inspections on forms furnished by the County and will submit these quality control forms

with monthly invoices for work performed under this Agreement.

The County shall have the right to inspect the Provider's worksheets, and to take whatever additional actions it deems necessary to verify that the work performed is being performed to the contract specifications. If the County determines that any portion of the work submitted fails to comply with contract standards, the County may withhold payment for such portion until the work has been satisfactorily completed, the County shall have the right to withhold payment for all of that appraiser's work until it has been reviewed and determined to meet contract standards as reviewed by either a county appraiser or the Tax Assessor.

10. RECORD CARDS

Property record cards will include all items of information in connection with the construction, age, condition, depreciation, outline sketch and pricing data of each building together with the owner's name, address, road name and number, house numbers, available lot, block, map and numbers, etc., and shall be used to record all pertinent information relative to the land, buildings, and total valuation of each. The record cards will be furnished at the expense of the Contractor.

All cards will be filed according to a method determined by the Assessor (alphabetical or geographical order).

The Contractor will provide at their own expense all supplies, cards and field record sheets needed in performing the work, and all reports and manuals to be delivered to the County as set forth in this Contract.

The Contractor will, upon completion and acceptance of the work, deliver to the Beaufort County Assessor for future reference all field notes, cards and work sheets on all kinds and classes of properties valued in the appraisal, identified as to parcel number and owner. The Contractor will also deliver to the Assessor all detailed data developed and used to determine the unit land values, which serve to substantiate the 2025 values. The submission of this data shall be in electronic format (pdf, jpeg, tiff) identified by parcel number. If contract is terminated, all property record cards will be delivered to Beaufort County.

11. PUBLIC RELATIONS

At all times during the Contract and the work on the Revaluation Program, the Contractor and his employees will endeavor to promote friendly relations with the taxpayers and the general public. Press releases and other publicity proposed by the Contractor will be presented to the Tax Assessor and receive approval before being released. The Contractor will, at the request of the Tax Assessor, make available qualified speakers to acquaint groups of people with any phase of the revaluation program.

The Contractor will not release any proposed values, appraisals, data, or any other information, either acquired or in the possession of the Contractor, to any person, firm, association, or organization without the express written approval by the Tax Assessor prior to release.

12. GENERAL REQUIREMENTS/CONDITIONS

Prior to commencement of work, the Tax Assessor and the Contractor will coordinate and agree to the scheduling of work to be delivered. All images, tapes, working files and final deliverables shall be considered the property of Beaufort County and shall be delivered to the Tax Assessor upon completion and acceptance of work. The Contractor shall not use the captured images for any purpose other than fulfillment of Contract requirements, unless authorized by the Tax Assessor.

V. COMPENSATION AND TERMS

A. PROGRESS REPORTS AND PAYMENTS

The project manager will meet with the Assessor and/or his designated staff a minimum of twice a month for a review of progress and any known issues or findings, at the first meeting each through a method approved by the Tax Assessor, the Contractor will make a Progress Report to the Assessor or designated staff. The report will show the percentage of completion of each phase of the work performed under terms of the negotiated work schedule. On the basis of each Progress Report the County will make progress payments as follows:

- i. On or about the tenth day of each month the County will pay the Contractor ninety percent (90%) of the Contract price based on the value of work performed by the Contractor through the last day of the previous month as estimated by the County from progress reports and monthly invoices submitted by the Contractor, less the aggregate of previous payments. The estimates shall be approximate only and all partial payments and monthly estimates and payments shall be subject to correction in the estimate rendered following discovery of an error in any previous estimate. The schedule of payment contemplates the County's withholding payment of ten percent (10%) of the value of all completed work until such time that the County is satisfied that all such work conforms to the requirements of these specifications.

Should any defective work be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, there will be deducted from the first estimate rendered after discovery, an amount equal in value to the defective or questioned work, and this work will not be included in a subsequent estimate until the defects have been remedied or the cause or doubt removed.

B. ACCEPTANCE AND FINAL PAYMENT

When the work has been completed and delivered to the County by the Contractor, the County will within sixty (60) days thereafter examine and review the same to determine whether the work has been completed in strict accordance with the specifications, conditions and stipulations contained in this contract.

If upon such examination and review, the County finds that the work has been completed and delivered in accordance with the specifications, the work will be accepted and the remaining balance on said Contract price will become due and payable as follows:

- i. The difference between the amount already paid and ninety percent (90%) of the

- total Contract price will be paid to the Contractor at this point.
- ii. One-half of the unpaid balance, five percent (5%), of the Contract price will be paid to the Contractor upon completion of the 2022 new construction appraisals and the completion of the 2025 informal hearings.
 - iii. One-fourth of the unpaid balance, two- and one-half percent (2.5%), will be paid to the Contractor at the conclusion of all appeals to the Board of Equalization and Review.
 - iv. The remaining one-fourth of the unpaid balance, two- and one-half percent (2.5%), will be paid to the Contractor at the conclusion of any appeals to the Property Tax Commission or to the Courts

VI. DATA PROCESSING

Beaufort County uses the Denali CAMA property appraisal software package which will be the required operating system for the finished product. Jobs of either agency, which will make extra ordinary demands on the CPU, (i.e., large sorts) must be scheduled through the Assessor's office.



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Section: Item for Decision

Presenter: West Overman, Public Works

Agenda Title: Award Contract for Yeatesville Collection Site Improvements

Summary of Information: On March 16, 2022, Beaufort County issued a Request for Proposals seeking bids for site improvements at the Yeatesville Solid Waste Collection Site. Only one bid was received. A second request was issued on April 4, 2022. A copy of the latest RFP is attached for reference. The scope of the contract includes removal of the steel platform, retaining wall repairs, relocation of the compactor, new concrete pads, site grading, additional lighting, and safety improvements.

Two bids were received on April 20, 2022. B.E. Singleton & Sons provided the lowest bid of \$55,905.00. A bid tabulation sheet is attached. Staff spoke with B.E. Singleton on April 22, 2022 to discuss contract scope, performance requirements, and bid details. Following award of the contract, a pre-construction meeting will be held with B.E. Singleton and Republic Services, which will include setting a start date for construction. The contract allows 45 days for construction, during which the site will be closed to the public.

Funding for Phase 1 of the Solid Waste Site Improvements project was approved during the FY22 budget process.

Submitter Recommendations/Motions: Approve the award of the Solid Waste Site Improvements - Yeatesville contract to B.E. Singleton & Sons for the amount of \$55,905.

Attachments:

1. RFP Document
2. Bid Tab
3. B.E. Singleton & Sons Proposal

Witness: Halle Jones 4/20/2022

4/4/2022

RFP SW-FY22-004
Solid Waste Site Improvements - Yeatesville

Request for Proposals Public Works



Solid Waste Site Improvements - Yeatesville Beaufort County, North Carolina

Issue Date: Monday, April 4, 2022

Bid Due Date: Wednesday, April 20, 2022 by 10:00 AM
132 West 2nd Street
Washington, NC

CONTACT PERSONS:

Questions Regarding the Bid Package
Hollie Jones
Purchasing Agent
Phone: (252) 946-7721 x1080
Email: hollie.jones@co.beaufort.nc.us

Questions Regarding the Specifications
Marie Peedin, PE
Inner Banks Engineering, PC
Phone: (252) 945-2983
Email: mupeedin@ibxengineering.com

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Solid Waste Site Improvements - Yeatesville

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Solid Waste Site Improvements - Yeatesville

SECTION 1 - NOTICE TO BIDDERS

Beaufort County is requesting proposals from experienced Contractors who specialize in grading and site construction. The scope of work and all other details and requirements are included in the RFP.

Bids will be received for a single prime contract. Bids shall be on a unit price basis as indicated on the Bid Form.

Sealed proposals will be received by the County at the Beaufort County Financial Services Center until **10:00 AM, Wednesday, April 20th, 2022** at which time proposals will be publicly opened and read aloud. Any proposals received later than the specified time will not be accepted or considered. The proposal must be signed by an official authorized to bind the Contractor/Proposer and should be clearly marked "**Bid Enclosed, Solid Waste Site Improvements - Yeatesville - ATTN: Hollie Jones**" on the outside of the proposal package or mail carrier envelope. Beaufort County assumes no responsibility for unmarked or incorrectly marked proposals.

A bid tabulation will be available upon request but will not be official until the contract is awarded to the successful proposer by the Board of Commissioners.

Bidders must have a license to do work as a general contractor in the State of North Carolina as set in the North Carolina Statutes. The Contractor's North Carolina License Number shall be listed on the Bid Form.

Beaufort County reserves the right to reject any or all proposals, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the proposal opening thereof.

From the date of this advertisement until the date of opening the proposals, the RFP is and will continue to be on file in the Beaufort County Purchasing Department, 132 West 2nd Street Washington, NC 27889, during regular business hours, and available to prospective proposers. You can also find it on the website <http://co.beaufort.nc.us/> under "Request for Proposals". Inquiries should be directed to Hollie Jones at hollie.jones@co.beaufort.nc.us or (252) 946-0079, x 1080.

Minority/Women owned businesses are encouraged to submit proposals.

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Solid Waste Site Improvements - Yeatesville

SECTION 2 – INSTRUCTIONS

2.1 Schedule

Issue Date	Monday, April 4, 2022
Deadline for Written Questions	Wednesday, April 13, 2022 at 5:00 PM
Proposals Due	Wednesday, April 20, 2022 at 10:00 AM
Recommendation to Award presented to the Board of Commissioners	Monday, May 2, 2022
Start of Contract	As soon as possible following award of contract

2.2 Instructions to Bidders

- 2.2.1 Proposals should be submitted as a document set in a sealed envelope clearly marked "**Bid Enclosed – Solid Waste Improvements - Yeatesville**" and addressed to the County at the following address:

Beaufort County Government
ATTN: Hollie Jones, Purchasing Agent
Financial Services Building
132 West 2nd Street
Washington, NC 27889

- 2.2.2 The deadline for receipt of all proposals is Wednesday, April 20, 2022 at 10:00 AM, EST. Proposals will be publicly opened and read aloud at this time. Any bids received after the scheduled closing time for the receipt of bids will not be accepted.

- 2.2.3 No telephone, electronic or facsimile proposals will be considered. Bidders assume the risk of the method of delivery chosen. The County assumes no responsibility for delays caused by the US Postal Service or other delivery services. Postmarking by the due date will not substitute for receipt of actual proposal. Proposals received after the time and date for closing will not be accepted.

- 2.2.4 After the bid issue date, all communications between the County and prospective Bidders regarding this request for proposals shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be emailed to hollie.jones@co.beaufort.nc.us. All questions concerning this proposal shall reference the section number and page. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum to all known bidders. All questions shall be received no later than 5:00 P.M., EST on Wednesday, April 13, 2022.

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- 2.2.5 Should a Bidder find discrepancies in, or omissions from the documents, or should he/she be in doubt as to their meaning, he/she should at once notify the County, and a written Addendum shall be issued if necessary. The County will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the proposal in the attachment provided. In closing of a contract, any addendum issued shall become a part thereof.
- 2.2.6 Bidders may withdraw, or withdraw and resubmit, their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days.
- 2.2.7 Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected. Proposals must be notarized.
- 2.2.8 Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications and/or scope of work.
- 2.2.9 Each proposal shall note whether Proposer or any individual working on the RFP have a possible conflict of interest and, if so, the nature of that potential conflict. Proposers should err on the side of disclosing potential conflicts, or situations which might have the appearance of conflict. The Beaufort County Board of Commissioners reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The Beaufort County Board of Commissioners' determination regarding any questions of conflict of interest shall be final.
- 2.2.10 No more than one (1) proposal from any Bidder will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.
- 2.2.11 When the Successful Bidder delivers the agreement to the Owner, it shall be accompanied by required performance and payment bonds and insurance documentation. Contractor shall furnish performance and payment bonds, each in at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due.

2.3 Insurance Requirements

- 2.3.1 Bidder is required to carry and provide proof of the following insurance throughout the term of the contract:

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- 2.3.1.1 General Liability Insurance: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- 2.3.1.2 Automobile Liability Insurance: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- 2.3.1.3 Worker's Compensation: Workers Compensation as required by North Carolina statute.
- 2.3.2 The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:
- BEAUFORT COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.
- Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.
- 2.3.3 Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- 2.3.4 Contractor shall have no right of recovery or subrogation against Beaufort County (including its officers, agents, and employees).
- 2.3.5 It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- 2.3.6 Beaufort County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- 2.3.7 Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 121 West 3rd Street, Washington, NC 27889, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Beaufort County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- 2.3.8 The Certificate of Insurance should note in the Description of Operations the following: Solid Waste Site Improvements - Yeatesville.
- 2.3.9 Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Beaufort County

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for claims made or suits brought which result from or are in connection with the performance of this Agreement.

2.3.10 Certificate Holder shall be listed as follows: Beaufort County, Attention: Jennifer Banks, Risk Manager 121 West 3rd Street, Washington, NC 27889.

2.3.11 If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

SECTION 3 – GENERAL INFORMATION

3.1 Work Description

3.1.1 The Contractor shall provide all materials, tools, machinery, labor, and supervision necessary for completing the Work as shown in the attached documents, at the Yeatesville Solid Waste Collection Site located at 16954 US 264 E, Pinetown, NC 27865.

3.2 Work Schedule

3.2.1 A Pre-Construction Conference will be scheduled following award of the contract. The project manager and/or job superintendent should attend this conference. Scope and schedule of the project will be discussed with the Owner, Engineer, and the County Solid Waste Contractor.

3.2.2 The awarded Contractor may commence work upon receipt of Purchase Order and written Notice to Proceed by Beaufort County within the work schedule limitations.

3.2.3 Contractor must complete the work 45 days from issuance of the Notice to Proceed.

3.2.4 The Yeatesville Site will be closed to the public for the duration of the project.

3.2.5 Work will be permitted weekdays: Monday – Friday from 7:00AM-5:00PM. Weekend work and before/after-hours work will be allowed, if previously scheduled.

3.2.6 All work shall be coordinated and scheduled through West Overman, Deputy Public Works Director.

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SECTION 4 – SCOPE OF WORK

4.1 Plans and Specifications

4.1.1 The Contractor shall provide all material and labor to complete the Work as shown in the following documents provided by Inner Banks Engineering, PC:

1. Yeatesville Site Improvements Plan (Attachment G)
2. Technical Specifications (Attachment H)

4.2 Submittals

4.2.1 Submittals shall be sent to the engineer for review and approval before orders are placed.

4.3 Additional Contractor Responsibilities

4.3.1 The Contractor shall appoint a main point of contact or agent, who will routinely review operations and consult with the Owner on current and future services.

4.3.2 The Contractor's employees shall park motor vehicles only in a place(s) designated and or approved by the Deputy Public Works Director.

4.3.3 A supervisor with the company holding the contract must be present when work is taking place.

4.3.4 Contractor shall report any damage to the facility as a result of the Contractor's employees. The Contractor shall repair the aforementioned damage, under supervision of the County, at the Contractor's expense.

4.3.5 Contractor shall report any damage or potential hazard involving facility property immediately to the Deputy Public Works Director during normal business hours, 8:00 am – 5:00 pm. An afterhours County contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the 911 Communications Center.

4.3.6 Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect visitors from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the work sites.

4.3.7 Incidents, altercations, or accidents involving facility visitors, Contractor's employees, or County employees shall be reported to the Deputy Public Works Director in a timely manner. The Deputy Public Works Director, at his/her discretion, may require a written report from the Contractor describing the incident or accident.

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- 4.3.8 Contractor must have at least three (3) or more years of experience.
- 4.3.9 Contractor shall select his/her own sites for disposal of trash, debris, and unsuitable materials collected under the conditions of the contract. In no case shall trash, debris, or unsuitable materials be disposed upon County property or any property contiguous thereto.
- 4.3.10 Contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The Contractor holds the County faultless and free from liability for any and all damages and costs incurred as a result of the Contractor's actions.
- 4.3.11 It shall be the responsibility of the Contractor to pay all fees and costs incurred in the disposal of waste material.

SECTION 5 – GENERAL CONDITIONS

- 5.1 The Contract period shall start as soon as possible following award of the contract.
- 5.2 The Contract pursuant to this RFP shall not be assigned to another party without the advance written consent of the Owner.
- 5.3 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work.
- 5.4 No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Owner or his/her designee.
- 5.5 The Contract shall be deemed to be under and shall be governed by, and construed according to, the laws of North Carolina.
- 5.6 Any litigation arising out of the Contract shall be heard in the Courts of Beaufort County, North Carolina.
- 5.7 The Proposer hereby certifies that the Contract made pursuant to this RFP is made without prior understanding or agreement with any corporation, firm or person who submitted bids for the Work covered by the Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into the Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- 5.8 The Contract, including the RFP, the Proposer's responses, any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind either party hereto.

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- 5.9 Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other Federal, State, or local agencies or authorities.
- 5.10 The County shall have the right to inspect and accept or reject the Work based upon compliance with the Contract Documents. Contractor shall immediately correct any and all deficiencies identified during this inspection or disclosed to Contractor by County's Representative, or any other authorized representative of the county, at any time. In the event the Contractor fails to correct any deficiencies identified during the County's inspection and disclosed to the Contractor, the County, at its option, may: (1) order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; and/or (2) engage a third party to re-perform, repair or replace the deficient work of the Contractor and shall deduct the cost thereof from the Contract Price otherwise payable to the Contractor.
- 5.11 Proposers may find instances where they take exception with certain requirements or specifications of the Request for Proposals. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Owner, and a description of the advantage to be gained or disadvantages to be incurred by the Owner as a result of these exceptions. All exceptions shall be noted on ATTACHMENT B – Proposal Form.
- 5.12 The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the Owner (County of Beaufort). Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the County of Beaufort, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the Owner cannot save and hold harmless and/or indemnify the Proposer and/or the Proposers employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposers employees performed in connection with the contract.
- 5.13 The Proposer represents and warrants to the Owner that the Proposer has or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel and equipment required to perform the services under this contract. All services required of Contractor hereunder shall be performed by Contractor, or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless or otherwise objectionable.

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- 5.14 The Owner reserves the right to reject any and all proposals, to waive minor irregularities in the evaluation process and to request clarification of, or additional information from any Proposer. The Owner also reserves the right to further negotiate minor modifications with the successful Proposer upon completion of the evaluation process prior to the execution of a final contract. The Owner is not obligated to enter into a contract on the basis of any proposal submitted in response to this document, is under no obligation to award this project to the Proposer having the lowest fee estimate, and reserves the right to award a contract deemed most advantageous for the Owner.
- 5.15 Prior to the final selection, Proposers may be required to submit additional information which the Owner may deem necessary to further evaluate the Proposer's qualifications. Inspection of equipment to be used on this Contract may also be required.
- 5.16 Termination Clauses
- 5.16.1 This Contract may be terminated, without cause, by either party upon sixty (60) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.
- 5.16.2 This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.
- 5.16.3 Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.
- 5.16.4 Authority to Terminate: The Beaufort County Manager is authorized to terminate this contract on behalf of the Owner.
- 5.17 Non-Appropriation Clause
- 5.17.1 Contractor acknowledges that Beaufort County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Beaufort County's obligations under this contract, then this contract shall automatically expire without penalty to Beaufort County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Beaufort County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Beaufort County's statutory authority, mandate and mandated functions, by state and

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- federal legislative or regulatory action, which adversely affects Beaufort County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Beaufort County upon written notice to Contractor of such limitation or change in Beaufort County's legal authority.
- 5.18 All payments under the contract resulting from the RFP shall be made only for services requested and approved by the Owner.
- 5.19 Payment Procedures
- 5.19.1 Contractor shall invoice Owner once per month for work previously completed. Included with the invoice shall be a listing of the dates of service and a summary of the work completed.
- 5.19.2 Invoices will not be paid until all work completed is to the satisfaction of the County. Approved invoices are paid net 30 days.
- 5.20 The Contractor shall hold harmless the County and its elected and appointed officers, agents and employees from and against any and all court actions, legal proceedings, claims, demands, damages, costs, expenses, loss, liability, and attorney fees, arising out of defective material and products, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, state or federal codes, ordinances, orders or statutes including the Occupational Safety and Health Act (OSHA) and State Industrial Safety Act. This guarantee is an addition to and not intended as a limitation on any other warranty, expressed or implied.
- 5.21 The Contractor shall be fully responsible to the County for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the Contractor is for the acts and omissions of persons directly employed by it.
- 5.22 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and will continue to comply with these requirements at all times during the term of this Agreement. The Contractor shall also require that all of its subcontractors that perform any work pursuant to this Agreement comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this requirement shall be deemed a material breach of this Agreement.
- 5.23 The County of Beaufort does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, marital status, genetic identification, political affiliation, or disability in matters affecting employment, or in providing access to programs to employees or in the provisions of goods and services.

SECTION 6 – SUBMISSION REQUIREMENTS

- 6.1 The Bidder must complete all forms listed in Attachment A.
- 6.2 The Proposer shall provide pricing for services as requested.
- 6.3 The Proposer shall document their experience, and past or current awards of other contracts in which they have or are currently providing similar and comparable services. Such experience must be demonstrated within the past five (5) years.
- 6.4 The Proposer shall provide a minimum of three (3) references from previous or current contract awards within the past five (5) years. The references shall be capable of providing information on the Proposer's abilities to provide a similar level of service, schedule commitments, compliance history with contract terms, fairness in executing the requested services, and any disputes.
- 6.5 The Proposer shall acknowledge receipt of any amendments to the RFP issued by the Owner.
- 6.6 The Proposer shall complete an Anti-collusion Affidavit certifying that no collusion occurred during the preparation of the proposal.
- 6.5 By signing its Proposal, the Proposer acknowledges that it has read and understands the insurance requirements for the RFP as described in Section 2.3 and 2.4.

SECTION 7 – BID FORMS AND ATTACHMENTS

- 7.1 Please see Attachments A-F for required Bid Forms.
- 7.2 Attachments G-I include plans, specifications, and sample form templates.

Attachment A**BIDDER'S CHECKLIST**

The following items must be executed by ALL BIDDERS and submitted at due date and time. Not submitting these attachments at time of due date and time may deem your quote as non-responsive.

- ☐ PROPOSAL FORM (Attachment B)
- ☐ STATEMENT OF BIDDER QUALIFICATIONS (Attachment C)
- ☐ CLIENT REFERENCE (Attachment D)
- ☐ ACKNOWLEDGEMENT OF AMENDMENTS (Attachment E)
- ☐ ANTI-COLLUSION AFFIDAVIT (Attachment F)

Attachment B

***Solid Waste Site Improvements - Yeatesville
Bid Form***

The undersigned hereby certifies that he/she has read the requirements and reviewed the design documents for "Solid Waste Site Improvements - Yeatesville" in accordance with Beaufort county's Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the requirements.

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the County's Request for Proposals.

☐ No Exceptions

☐ Exceptions:

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below.

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Concrete Pad for Compactor (8" depth)	40	SY		
2	Removal and Disposal of Existing Decking as shown on plans	1	LS		
3	Grading of surrounding areas to improve drainage	1	LS		
4	Concrete Curbing along top Edge	95	LF		
5	Handrail	95	LF		
6	Seeding and cleanup of surrounding area	1	LS		

7	Relocation of Existing Building w/ Electrical connection	1	LS		
8	Fill Material for Regrading Slope ABC Stone (Depth 6")	108	SY		
9	Concrete Slab for Dumpsters (8" depth)	58	SY		
10	Light Fixtures for Light Pole	1	LS		
11	Clearing and Site Grading	1	LS		
	Total Construction cost				\$

B. Unit Prices have been computed in accordance with all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

C. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison Bids, and final payment for Unit Price Bid items will be based on actual quantities determined as provided in the Contract Document

I hereby certify that the information contained in this response to the request for proposals is correct and truthful to the best of my knowledge and belief.

This the _____ day of _____, 20__ .

By: _____

Title: _____

Company: _____

I, _____ a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20_____.

Notary Public

My commission expires:

(SEAL)

Attachment C

STATEMENT OF BIDDER QUALIFICATIONS

1. Name and Address:

2. Contact Person for this Project: _____

Phone No: _____

Email address: _____

3. Number of years the Contractor has been engaged under the present firm name, as indicated above:

4. Number of regular full-time employees _____

Number of part time employees _____

5. Company Federal ID#. _____

6. NC Contractor's License #: _____

6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract:

Attachment D
CLIENT REFERENCE

Reference #1

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

00610-2

Performance Bond

Attachment E
ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Contractor Name: _____

Address: _____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

00610-3

Performance Bond

Attachment F

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

_____, being first duly sworn deposes and says that:

1. He/she is the _____ (title) of _____ (company name);
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

(SEAL)

(TITLE)

Subscribed and sworn to before me, this the _____ day of _____, 20____.

Notary Public _____

County of _____, NC

My Commission expires _____

(SEAL)

Attachment G

Yeatesville Site

Improvements Plan

SECTION 01100
SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work described in this Project Manual includes the provision of labor, materials, equipment, and services required for the Beaufort County 2022 Waste Management Sites contract.

1.02 CONTRACTS

- A. Project construction will be let under one Contract with construction including, but not limited to, the following major work items:

95 LF Concrete Curbing
95 LF Hand Railings
98 SY Concrete Slab for Compactor and Dumpster

1.03 DIVISION OF WORK

- A. The following division of the Project Manual by Contract is for general reference for the Contractors and does not relieve each Contractor of reviewing the Work and providing proper coordination between Contracts.
- B. The following Sections of the Project Manual shall be applicable to all Contracts:
1. Bidding Requirements
 2. Contract Forms
 3. Contract Conditions
 4. Division 1, General Requirements
- C. The following Sections of the Project Manual shall be applicable to General Contract:
1. Division 2, Site Construction

1.04 WORK SEQUENCE

- A. Construction Progress Schedule, as required in Section, Submittal Procedures, shall indicate the anticipated items and times that the Work will interfere with normal facility operation.
- B. Construction activities that interfere with normal operation of the existing facilities shall be specifically noted on construction schedule.
- C. Notice To Proceed shall be based on an agreed upon date between Owner and Contractor,

01100-1

Summary of Work

1.05 OWNER OCCUPANCY

- A. Contractors shall cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

1.06 CONTRACTOR USE OF SITE

- A. Work is not located within Rights-of-way of the NC Department of Transportation. Requirements of the owners of the rights-of-way must be complied with and specifically as required in the permits attached to Section, Supplementary General Conditions.
- B. Contractor shall provide his own staging area as necessary for his Work. Coordination with owner can be made to allow for staging on a portion of the project work area.

1.07 OTHER CONTRACTS

- A. NA

1.08 WORK BY OWNER

PART 2 PRODUCTS

Not Used

3 PART 3 EXECUTION

Not Used

END OF SECTION

Summary of Work

01100-2

SECTION 01270

UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Delineation of measurement and payment criteria applicable to Work performed under Contract by the unit price payment method.

1.02 FIELD MEASUREMENT

- A. Take measurements and compute quantities for submittal of the monthly pay request unless specified otherwise in the measurement paragraphs as indicated in this Section.

1.03 CHANGE IN QUANTITIES

- A. Increase in the quantity of a bid item above what is indicated in the Bid Form shall only be made by a Change Order as required by the Contract Documents.
- B. A final adjusting Change Order shall be made for adjustment of the actual quantities installed prior to submittal of the final pay request.

1.04 GENERAL

- A. Items with a "(X)" in the title of the following bid items represents the size or depth as indicated on the Bid Form.
- B. Method of measurement for the individual Bid Items shall be as specified below.
- C. Payment for each item shall be in accordance with the Contract Unit Price times the number of units installed in accordance with the Contract Documents.
- D. Work for each bid item shall include, but not be limited to, the work listed below and the labor, materials, equipment, and services required and reasonably implied by the Contract Documents for a complete installation.
- E. Administrative cost including, but not limited to, mobilization, bonds, insurance, shop drawing submittal, as-built documentation, construction trailers, and office administration for the Project construction shall be included in the individual unit price items.

1.05 UTILITY PIPING N/A

- A. Measurement: Measure horizontally or from station to station as shown or indicated on the Drawings for the various types and sizes of pipes installed.
 1. (X) inch Force Main: No deduction will be made for space occupied by valves or fittings.
 2. (X) inch Storm Drain: Measure pipe from center to center of manholes. No deduction will be made for space occupied by manholes. Measure depth of pipe vertically from pipe invert to original grade.
- B. Work shall include, but not be limited to (unless specifically noted otherwise on the Bid Form and this specification Section), the following:
 1. Mobilization.
 2. Traffic control.

01270-1

Unit Prices

3. Temporary removal and restoration or temporary support of, but not limited to, existing mail boxes, signs, fences, shrubs, plants (under 6 feet in height), guard rails, power and telephone poles.
4. Excavating, shoring and bracing where required, dewatering as required, installing, backfilling (including Class I material as specified for the pipe bedding, haunching, and complete backfill of the trench).
5. Temporary support and protection of existing underground facilities.
6. Pipe, concrete blocking and encasement, connection to existing piping, and fittings.
7. Flushing and testing.
8. Repair to damaged new and existing utilities.
9. Adjust existing grates to finished surface elevations.
10. Grade disturbed areas to original surface profile.

- C. Payment: The first Application for Payment will be approved based on the utilities installed during the agreed upon payment period without testing. Subsequent Application for Payments shall not be approved by the Engineer unless utilities installed during the previous payment period have passed the specified tests and clean up and seeding is complete.

1.06 BID ITEMS LISTED BY THE UNIT "EACH" (EA) N/A

- A. Measurement: By the number installed.

1.07 12" CONCRETE CURB AS SPECIFIED

- A. Measurement: Measurement shall be made based on the linear foot of curb and gutter installed.
- B. Work: Installation of concrete curb to the grades as specified on the plans. All tie ins to existing curb shall be included in the work for this item. Payment shall be for the labor, material, equipment, and accessories required for the curb and gutter installation as indicated in the Contract Documents.

1.08 Hand Rail

- A. Measurement: Measurement shall be made based on the linear foot of handrail installed.
- B. Work: Installation of handrail as shown on the plans. Payment shall be for the labor, material, equipment, and accessories required for the handrail installation as indicated in the Contract Documents.

1.09 CLEARING AND GRUBBING (STRIP EXISTING Concrete Slab AREA)

- A. Measurement shall not be made for this item
- B. Payment for the stripping and removal of existing material located onsite shall be in accordance with the Contract unit price. Payment shall be for the labor, material, equipment, and accessories required for the clearing as indicated in the Contract Documents.

1.10 SEEDING AND MULCHING

- A. Measurement shall not be made for this item.
- B. Payment for the seeding shall be in accordance with the Contract unit lump sum price for seeding area indicated on the plans. Payment shall be for the labor, material, equipment, and accessories required for the seeding as indicated in the Contract Documents.

Unit Prices

01270-4

1.11 6" STONE BASE

- A. Measurement per SY for the area shown on the plans to be filled and graded..
- B. Work shall include but is not limited to the cost of materials and labor for the stone, hauling, placing, grading and compaction.
- C. Payment shall be made based on the square yards of stone 6" in depth installed and Compacted to provide grades as shown on the plans.

1.12 CONCRETE SLABS FOR COMPACTOR AND DUMPSTER

- A. Measurement shall be based on the square yard of 6" and 8" pads installed.
- B. Work shall include but is not limited to the installation of the concrete pad as shown on the plans. Grading for the new concrete pads forming and placement of the material as specified in the documents is expected.
- C. Payment shall be for all labor, equipment, and materials to provide a finished product as specified per square yard of concrete installed.

1.13 DISPOSAL OF EXISTING DECKING

- A. Measurement shall not be made for this item.
- B. Work shall include but is not limited to the removal and disposal of the existing steel decking onsite and as shown on the plans.
- C. Payment shall be for all contractor equipment and materials needed to remove and dispose of this site material.

1.14 AREA LIGHT FIXTURES & RELOCATION OF POWER LINE

- A. Measurement shall not be made for this item
- B. Payment for the for these items shall be in accordance with the Contract lump sum price. Payment shall be for the labor, material, equipment, and accessories required for the relocation of electrical wiring as well as the area light fixtures and poles needed to provide site lighting.

1.15 RELOCATION OF EXISTING BUILDING STRUCTURE WITH NEW POWER SERVICE

- A. Measurement shall not be made for this item.
- B. Payment for the relocation of the existing building structure including but not limited to all labor, equipment and materials needed to secure and set up the building in the new location as shown on the plans. The contractor shall also have the power service relocated to the new building site and any cost for the relocation of the services shall be included in this item.

4 PART 2 EXECUTION

Not Used

END OF SECTION

Unit Prices

01270-4

:

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes, but is not limited to, requirements for the following:
 - 1. Submittal procedures.
 - 2. Construction progress schedule.
 - 3. Project record documents.
 - 4. Shop drawings.
 - 5. Manufacturer's installation procedures.
 - 6. Test reports.
 - 7. Warranties.

1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with cover letter to Engineer at.
Inner Banks Engineering, PC,
P O Box 154 Washington, N C 27889
- B. Sequentially number transmittal forms. Re-submittals to have original number with an alphabetic suffix.
- C. Cover letter for each submittal package shall list the following:
 - 1. Contractors name:
 - 2. Owners name:
 - 3. Project name:
- D. Individual submittals shall each be listed by the following information:
 - 1. Submittal reference no.
 - 2. Specification section number.
 - 3. Drawing and detail number when appropriate.
 - 4. Equipment.
 - 5. Type submittal.
 - 6. Supplier.
 - 7. Manufacturer.
- E. Apply Contractor's stamp to each submittal, signed or initialed and dated, certifying that Contractor has reviewed submittal for conformance with requirements of Contract Documents, and has coordinated submittal with related work.
- F. Schedule submittals to expedite Project and deliver to coordinate submission of related items. Allow a minimum of fifteen (15) working days for Engineer's review.
- G. Identify variations from Contract Documents and Product limitations as they relate to the satisfactory performance of the Project.
- H. Provide space for Contractor and Engineer review stamps.
- I. Revise and resubmit submittals as required; identify changes made since previous submittal.

:

01330-1

Submittal Procedures

- J. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- K. Work requiring submittal review by Engineer shall not be started until review has been obtained.
- L. Engineer's review of submittals shall not relieve Contractor of responsibility for complete compliance with Contract Documents.

1.03 ADMINISTRATIVE SUBMITTALS

- A. Construction Progress Schedule
 - 1. Submit five (5) copies of the initial progress schedule 15 days after date of Owner-Contractor Agreement. One copy shall be returned to the Contractor.
 - 2. Progress schedule shall be, as a minimum, a horizontal bar chart with a separate line for each major section of Work. Identify the first work day of each week.
 - 3. Indicate the expected monthly pay requests.
 - 4. Submit revised schedule with each Application for Payment as required for updating, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.
 - 5. Indicate submittal dates required for critical shop drawings, product data, samples, and product delivery dates.
 - 6. Indicate specific work sequences and requirements as indicated in Section, Summary of Work.
- B. Schedule of Values
 - 1. NA
- C. Proposed Product List
 - a. NA
- D. Project Record Documents
 - 1. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - a. Contract Drawings.
 - b. Project Manual.
 - c. Addenda.
 - d. Change Orders and other Modifications to the Contract.
 - e. Reviewed submittals.
 - 2. Store Record Documents separate from documents used for construction.
 - 3. Record information concurrent with construction progress.
 - 4. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - a. Manufacturer's name and product model and number.
 - b. Product substitutions or alternates utilized.
 - c. Changes made by Addenda and Modifications.
 - 5. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - a. Measure and reference horizontal and vertical locations of underground utilities and appurtenances to existing permanent surface improvements that are indicated on the Drawings.
 - b. Measure and reference location of internal utilities and appurtenances concealed in construction to visible and accessible features of the Work.
 - c. Field changes from construction Drawings.

- d. Details not on original Contract Drawings.
- 6. Submit documents to Engineer with final Application for Payment.

1.04 TECHNICAL SUBMITTALS

- A. General
 - 1. Submit the following as required by the individual sections of the technical specifications.
 - 2. Unless noted otherwise, submit the number of copies that Contractor requires, plus three (3) copies that will be retained by Engineer.
- B. Certificates of Compliance
 - 1. Certificates shall certify that the Products delivered to the project are in conformance with the specifications.
 - 2. Certification shall not relieve the Contractor of responsibility for complying with requirements of the specifications.
- C. Catalog Data
 - 1. When shop drawings are not required, the catalog data shall include the following as a minimum:
 - a. Parts schedule that identifies the materials to be used in each of the various parts.
 - b. Sufficient detail to serve as a guide for assembly and disassembly of the product and to serve as guide for ordering parts.
 - 2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Work in the Shop Drawing submittal.
- D. Shop Drawing
 - 1. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, performance charts, brochures and other data, prepared specifically for a portion of the Work.
 - 2. Shop drawings shall indicate the type, size, quantity, arrangement, location, mode of operation, component materials, utility connections, wiring and control diagrams, anchorage's, supports, factory applied coatings, and other information necessary to ensure satisfactory fabrication, installation and operation of the completed Work.
 - 3. Shop drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes to design and construction to suit actual requirements.
- E. Manufacturer's Installation Procedures
 - 1. Installation procedures should indicate manufacturer's recommendations for proper installation of Product.
- F. Samples
 - 1. NA
- G. Test and Start-Up Reports
 - a. NA
- H. Operation and Maintenance Instructions
 - 1. NA

- I. Warranties
 - 1. Provide duplicate notarized copies.
 - 2. Assemble documents from Subcontractors, suppliers, and manufacturers.
 - 3. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
 - 4. Submit prior to final Application for Payment.
 - 5. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.
- J. Spare Parts and Maintenance Materials
 - 1. NA

PART 2 PRODUCTS
Not Used

5 PART 3 EXECUTION
Not Used

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, telephone service, water, and sanitary facilities.
- B. Work on public right-of-way.
- C. Traffic control.
- D. Temporary Controls: Barriers, enclosures and fencing, water control, dust control, erosion and sediment control, and protection of the work.
- E. Construction Facilities: Access roads, parking, progress cleaning, project signage, and field offices.

1.02 TEMPORARY UTILITIES N/A

1.03 WORK ON PUBLIC RIGHTS-OF-WAY N/A

- A. Work on this Project is along rights-of-way under jurisdiction of the following N.C. Department of Transportation (NC DOT) offices and Owner:
 - 1. Work in Beaufort County:
 - 2. Division No.2, District No.2
 - 3. Gene Pittman, District Engineer
- B. Work shall comply with requirements of the Encroachment Agreement(s) and Driveway Permit as attached to Project Supplementary Conditions.
- C. Post Bonds as required by Encroachment Agreement.
- D. Prior to start of Work notify the Office of the N.C. Department of Transportation as indicated in the encroachment agreement and driveway permit. Also notify the Owner.
- E. Work shall conform to the requirements and be subject to the approval of the above agency(ies).
- F. Contractor shall be responsible to the Owner for the cost of all DOT inspection that is billed to the Owner by the N.C. DOT as indicated in the Special Provisions of the Encroachment Agreement. Such cost shall be deducted from the Contractor's pay request.
- G. Submit letter to the above District Engineer(s) when work is complete as required by the Encroachment Agreement.
- H. Submit letter of approval for completed Work from the above agency(ies) with Final Payment Request.
- I. Clean rights-of-way as work progresses and daily.
- J. Power broom existing pavement as work progresses.
- K. Work shall be in accordance with the latest edition of the N.C. Division of Highways, "Policies and Procedures for Accommodating Utilities on Highway Right-of -Way."

- L. Consult with the above agency(ies) in establishing public thoroughfares to be used for haul routes and site access.
- M. Provide and maintain access to fire hydrants, free of obstructions.
- 1.04 TRAFFIC CONTROL
 - A. On public and private road rights-of-way provide traffic control devices when construction encroaches within the right-of-way. Devices shall include, but not be limited to, cones, drums, flares, warning signs, temporary pavement marking, warning lights, and flagman.
 - B. Traffic control devices shall provide the following:
 - 1. Protection of motorists, pedestrians and workers from accident hazards.
 - 2. Advance public information of proposed work sites.
 - 3. Establishment of an orderly and safe flow of traffic and to minimize traffic congestion.
 - 4. Provision of access for emergency vehicles.
 - C. Traffic control devices shall be used in accordance with the latest edition of the NC DOT "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)."
 - D. Provide personnel trained in traffic control.
- 1.05 TEMPORARY CONTROLS
 - A. General
 - 1. Temporary controls shall be the responsibility of each Contractor for their respective work unless noted otherwise.
 - B. Barriers
 - 1. Provide barriers to prevent unauthorized entry to construction areas for the safety of the public, the protection of the work, and to protect existing facilities and adjacent properties from damage from construction operations.
 - 2. Provide barricades required by agency in 1.4.A for public rights-of-way and for public access to existing buildings.
 - 3. Provide protection for plant life designated to remain. Replace damaged plant life.
 - 4. Protect vehicular traffic, stored materials, site, and structures from damage.
 - C. Water Control
 - 1. Grade site to drain. Provide, operate, and maintain pumping equipment to maintain excavations free of water.
 - 2. Protect site from running water.
 - D. Dust Control
 - 1. Execute Work by methods designed to minimize raising dust from construction operations.
 - 2. Provide positive means to prevent airborne dust from dispersing into atmosphere.
 - E. Erosion and Sediment Control
 - 1. Provide Erosion and Sediment Control as indicated on the Drawings and specified in Section, Clearing and Grubbing.

- F. Protection of Installed Work
 - 1. Protect installed Work and provide special protection where specified in individual specification Sections.
 - 2. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
 - 3. Prohibit traffic from landscaped areas.

1.06 CONSTRUCTION FACILITIES

- 1. NA

1.07 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

6 PART 2 PRODUCTS

Not Used

7 PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 02230
CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General Contractor shall perform clearing and grubbing. Work shall include, but not be limited, to the following:
 - 1. Clearing and grubbing.
 - 2. Removal of surface debris.
 - 3. Demolition and removal of existing paving and structures.
 - 4. Temporary and permanent ground cover.

1.02 RELATED SECTIONS

- A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
 - 1. Section 02370 Erosion Control
 - 2. Section 02920 Lawns and Grasses.

1.03 WARRANTY AND FINES

- A. Contractor is liable for damages to public and private property and fines as may be placed on the Project by the governing agencies due to failure to provide adequate erosion control devices.

8 PART 2 PRODUCTS
Not Used

9 PART 3 EXECUTION

3.01 PROTECTION

- A. Take reasonable care during construction to avoid damage to vegetation outside of the construction limits. Temporarily tie back ornamental shrubbery and tree branches, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Treat tree trunks damage by equipment with a tree dressing.
- B. Locate and protect property corners and survey control stakes prior to start of clearing operations.
- C. Provide temporary gates and fences as necessary to prevent unauthorized vehicular access to the site.
- D. Mark clearing limits.
- E. Refer to paragraph 4.04 of the General Conditions and 4.04.A.2 of the Supplementary Conditions concerning the protection of Underground Facilities.

02230-1

Clearing and Grubbing

3.02 INSTALL EROSION CONTROL DEVICES

- A. Clear areas required to install erosion control devices, which shall be in place and operational prior to other land disturbing activity. Install erosion control devices in accordance with Section, Erosion Control.

3.03 BORROW AND DISPOSAL AREAS

- A. Obtain and pay for erosion control permit for borrow and disposal areas as required by Contractor.
- B. Install and maintain erosion control devices in accordance with Contractor's approved plan.

3.04 DEMOLITION AND REMOVAL OF EXISTING STRUCTURES

- A. Existing structures to be removed, at the Contractor's option, may be removed in their entirety or be demolished as follows:
 - 1. Remove concrete within 2 feet of new-finished grade.
 - 2. Fill basins in accordance with requirements of Section, Site Preparation and Earthwork.

3.05 CLEARING AND GRUBBING

- A. Clear and grub area within the construction limit and easements unless noted otherwise.
- B. Clearing shall consist of cutting and removal of vegetation to the existing ground surface and removal of debris. Debris shall include, but not be limited to, fences, steps, walls, chimneys, footings, foundation slabs, basements, signs, junked vehicles, and other rubble.
- C. Grubbing shall consist of the removal of roots over 3 inches in diameter, matted roots, stumps, and other vegetable matter to 12 inches below existing grade.
- D. Do not precede grading operation by grubbing operation by more than seven days.
- E. When the depth of embankment exceeds 6 feet, cut sound stumps off at the existing ground level and do not grub. Remove decayed stumps to a depth of approximately 2 feet below the existing grade.
- F. Fill holes and depressions and bring cleared and grubbed area to a uniform contour to match existing grade. Provide positive drainage.
- G. Remove and properly dispose of cleared and grubbed material from the site. Make reasonable effort to channel timber resulting from clearing operations into a beneficial use.
- H. Burning shall not be permitted at the site.

END OF SECTION

Clearing and Grubbing

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SECTION 02300

EARTHWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Provide labor, equipment, and material to perform site preparation and earthwork as specified herein and indicated on the Drawings. Work shall include, but is not limited to, the following:
 1. Survey staking as required for construction.
 2. Topsoil stripping and stockpiling.
 3. Dewatering.
 4. Protection of existing facilities.
 5. Site grading.
 6. Excavation, trenching, and backfilling for structures and foundation including stone base as indicated on the Drawings.
 7. Borrow material including, but not limited to, material, excavating, hauling, placing, and compacting.
 8. Maintenance and stability of site.
 9. Disposal of waste and surplus material.
 10. Soil testing.
- B. Examine the site to determine the extent of excavating, grading, and related items necessary to complete the work.

1.02 RELATED SECTIONS

- A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
 1. Section 02230 Clearing and Grubbing
 2. Section 02315 Trenching for Utilities

1.03 MEASUREMENT AND PAYMENT PROCEDURES

- A. Work in this section shall be included in the lump sum Base Bid or Alternate as appropriate, unless specifically noted otherwise, and shall include, but not be limited to, the following:
 1. Topsoil stripping, stockpiling and spreading after the completion of the grading.
 2. Backfilling of area stripped of topsoil and filling from existing grades to new subgrade elevation. Providing borrow material for backfilling and filling.
 3. Excavating for structures.
 4. Stone base as indicated on the Drawings.
 5. Dewatering.
 6. Use of explosives.
 7. Protection of existing service lines and utility structures.
 8. Maintenance and Stability of site grading.
 9. Disposal of waste and surplus material.
 10. Soil Testing.
- B. The following work shall be paid by the unit price as indicated in the Bid Form:
 1. Undercut of unsuitable material: Cu Yd
 2. Repair of soils in place: Sq Yd
 3. Foundation stone: Ton

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4. Structural fabric: Sq Yd

- C. Unit price work shall be approved by the Engineer prior to proceeding with the work. Take measurements for determination of unit price quantities in the presence of the Engineer. Maintain daily log sheets of measured quantities. Log sheets must be signed by Engineer and submitted with payment request. Payment shall not be made for unit price quantities that have not been verified by the Engineer.
- D. Payment for the unit price items shall be for all labor, materials, equipment, and services required or reasonably implied by the Contract Documents and shall include, but not be limited to, the following:
 1. Undercut of unsuitable material: Complete removal and disposal of undercut material including, but not limited to, excavating, loading, hauling, and properly disposing of excavated material. Providing satisfactory material for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting in accordance with these specifications.
 2. Repair of soils in place: Price shall include disk of soil to the depth indicated and to the specified compaction.
 3. Foundation stone: Complete removal and disposal of undercut material within foundation trench below the bedding including, but not limited to, excavating, loading, hauling, and properly disposing of excavated material. Providing foundation stone for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting in accordance with these specifications.
 4. Structural fabric: Price shall include providing material and placing in accordance with these specifications.

1.04 REFERENCES

- A. The latest revision, at the time of bidding, of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
 1. American Society of Testing Materials (ASTM)
 - a. C33 Concrete Aggregates.
 - b. D698 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49 Kg) Rammer and 12-inch Drop (Standard Proctor).
 - c. D1556 Density of Soil in Place by the Sand-Cone Method.
 - d. D1586 Penetration Test and Split-Barrel Sampling of Soils.
 - e. D2167 Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - f. D2216 Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures.
 - g. D2487 Classification of Soils for Engineering Purposes.
 - h. D2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.05 DEFINITIONS

- A. Backfill: A specified material used in refilling a cut, trench, or other excavation, placed at a specified degree of compaction.
- B. Capillary Water Barrier: A layer of clean, poorly graded crushed rock, stone, or natural sand or gravel having a high porosity, which is placed beneath a building

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slab with or without a vapor barrier to cut off the capillary flow of water to the area immediately below the slab.

- C. Compaction: Process of mechanically stabilizing a material by increasing its density at a controlled moisture condition. "Degree of compaction" shall be expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D698 (Standard Proctor).
- D. Excavation: The removal of soil or rock to obtain a specified depth or elevation.
- E. Fill: Specified material placed at a specified degree of compaction to obtain an indicated grade or elevation.
- F. Hard Material: Solid, homogeneous material which are not included in the definition of "rock" but which usually require the use of heavy excavation equipment with ripper teeth. Material having a standard penetration resistance as determined by ASTM D1586 60 and 150 blows per foot is defined as "hard material."
- G. Lift: Layer of soil placed on top of a previously prepared or placed soil.
- H. Rock: Solid, homogeneous material which cannot be removed without the systematic drilling and blasting exceeding one (1) cubic yard in volume. Material having a standard penetration resistance as determined by ASTM D1586 greater than 150 blows per foot is defined as "rock." Removal of "hard material" will not be considered rock excavation because of intermittent drilling and blasting that is performed merely to increase production.
- I. Soil classification shall be in accordance with ASTM D2487.
 - 1. Satisfactory materials: Soils classified as GW, GP, GC, GM, SP, SC, SM, SW, ML, and CL.
 - 2. Unsuitable materials: Soils considered as unsatisfactory shall be materials that do not comply with the requirements of satisfactory above and include, but shall not be limited to, the following:
 - a. Soil containing organic matter, debris, stones larger than 6 inches, or frozen material. Stones greater than 4 inches will not be permitted in the top 12 inches.
 - b. Soils classified as Pt, CH, MH, OH, and OL.
 - 3. Cohesionless: Classified as GW, GP, SW, and SP. Soils classified as GM and SM shall be classified as cohesionless only when the fines have a plasticity index of less than 10.
 - 4. Cohesive: Classified as GC, SC, ML, CL, MH, and CH. Soils classified as GM and SM shall be classified as cohesive only when the fines have a plasticity index greater than 10.
- J. Subgrade: Lowest elevation upon which fill or other work will be placed in the absence of unsuitable material.
- K. Topsoil: Natural, friable soil, representative of productive soils in the vicinity of the site. Topsoil shall be free from roots, stones larger than 1 inch, objectionable weed seeds, toxic substances, and materials that hinder grading, planting, and maintenance operations.

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1.06 SUBMITTALS

- A. Submit the following in accordance with Section 01300, Submittals:
 - 1. Catalog Data: Submit manufacturer's standard drawings or catalog cuts for the following.
 - a. Structural fabric.
 - 2. Manufacturer's Installation Procedures.
 - a. Structural fabric
 - 3. Test Reports: Submit for the following:
 - a. Moisture-density relations of soils.
 - b. Field moisture content.
 - c. Soil classification.
 - d. In-place field density.
 - e. Geotechnical engineer's daily field reports.
 - 4. Permits
 - a. Erosion control permits for borrow and disposal site(s).

10 PART 2 PRODUCTS

2.01 MATERIAL

- A. Capillary water barrier: A clean crushed stone, crushed gravel, or uncrushed gravel conforming to ASTM C33 coarse aggregate grading size 57, 67, or 7.
- B. Stone Base: A clean crushed stone, crushed gravel, or uncrushed gravel conforming to ASTM C33 coarse aggregate grading size ABC
- C. Structural Fabric: Provide structural fabric specifically designed and manufactured to stabilize soft soils under an aggregate base for roads and parking areas. Fabric shall provide a permeable layer, planar flow, and tensile reinforcement for retaining the soil matrix. Fabric shall be inert to commonly encountered chemicals, hydrocarbons, resistant to mildew, rot, and ultraviolet light exposure, and meet or exceed the following test standards:

1. Test	ASTM	
2. Fabric weight (oz / sq yd)	D-1910	6
3. Grab tensile strength (lbs.)	D-1682	200
4. Mullen burst strength (psi)	D-3786	320
5. Puncture strength (lbs.)	D-751	80

11 PART 3 EXECUTION

3.01 GENERAL

- A. Provide erosion control measures and clearing and grubbing as specified in Section 02230, Clearing and Grubbing.
- B. Protect existing structures and features to remain.
- C. Dispose of excavated material in such a manner that it will not obstruct the water flow, endanger existing improvements or Work in progress, impair the use or appearance of the existing facilities, or be detrimental to the completed Work.
- D. Weather Limitations: Proceed with fill and backfill operations based on the following weather conditions:
 - 1. Temperature must be above freezing.

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- 2. In windy, hot, or arid conditions with a high rate of evaporation add moisture to the material to maintain the optimum moisture content.
- 3. Do not proceed in rain or on saturated subgrade.

- E. Repair or undercut and backfill soils that become damaged by construction activity or unsuitable due to being left exposed to the weather at no additional cost.
- F. Do not place material on surfaces that are muddy, frozen, or contain frost.
- G. Excavation carried below the elevation indicated on the Drawings shall be backfilled and compacted in accordance with these specifications.
- H. Remove and properly dispose of unsatisfactory and excess material from the site.

3.02 PROTECTION OF UNDERGROUND FACILITIES

- A. Refer to paragraph 4.04 of the General Conditions and 4.04.A.2 of the Supplementary Conditions concerning the protection of Underground Facilities.
- B. Approximate locations of existing underground facilities at the site are indicated on the Drawings based on information available to the Engineer. Engineer and Owner do not take responsibility for the accuracy of the information.
- C. Investigate underground facility locations prior to the start of construction.
- D. Repair damage to existing facilities at no additional cost to the Owner.
- E. A change in conditions may be considered due to the location of the existing facilities as allowed in the General Conditions. This does not include the cost for repair of damaged facilities not properly located in advance of construction.

3.03 WATER CONTROL

- A. The geotechnical investigation found the upper soils were typically 6 to 11 percent above their optimum moisture content. In addition, an underlying layer of stiff clays may cause a perched groundwater condition in some areas.
- B. The new drainage ditch indicated to the east of the new building site has been rough graded by the Owner to aid in the lowering of the groundwater prior to the start of construction. Extend drainage ditches; provide sump pumps, and well point system as necessary to lower groundwater during construction.
- C. Inspect the site prior to mobilizing to determine the appropriate equipment for site grading and foundation work.
- D. Perform work to prevent surface water from accumulating in excavations, and unfinished fill areas. Perform grading and excavation so the work area and affected operations shall be continually and effectively drained.
- E. The geotechnical investigation found a high ground water table at 4 to 6 feet below the existing ground surface. Fluctuations of the groundwater table may be expected during the year due to seasonal and climatic changes.
- F. Install a dewatering system prior to excavating beneath the ground water table. Maintain the water table approximately 2 feet below the bottom of the excavation.
- G. Maintain dewatering until backfilling has proceeded above the natural ground water level and the structural weight is sufficient to prevent "floating" of the structure. Provide a job superintendent experienced in dewatering work.
- H. Water from dewatering operations must be disposed of in accordance with the North Carolina Sedimentation Pollution Control Act.

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3.04 USE OF EXPLOSIVES N/A

3.05 TOPSOIL

- A. Strip topsoil from areas to be disturbed to a depth of 8 inches and stockpile separate from other excavated material. Locate topsoil so that the material can be used readily for the finished grading. Protect and maintain topsoil until needed. Place topsoil after completion of work in accordance with Section 02920, Lawns and Grasses.
- B. Perform stripping with wide track dozer or other appropriate equipment to minimize disturbance to subgrade soils. Do not use rubber-tired equipment.

3.06 SITE GRADING

- A. Proofroll exposed soils following topsoil stripping with a partially loaded tandem axle dump truck to identify unsuitable subgrade areas as determined by the Engineer. Unsuitable areas will be repaired in place or undercut to firm soils as directed by the Engineer. Payment for in place repair or undercutting and backfilling of unsuitable areas shall be as indicated in the Measurement and Payment paragraph.
- B. Perform undercutting of unsuitable soils with a backhoe top loading dump truck or similar equipment approved for the use by the Engineer. Backfill undercut areas immediately.
- C. In undercut areas where the exposed soils may be wet and compaction of the initial fill may be difficult, a bridge lift of about 18 to 24 inches may be allowed at the direction of the Engineer.
- D. In-Place repair shall consist of discing and recompaction of existing soils to a depth of approximately 12 inches.
- E. At the direction of the Engineer provide a structural fabric for stabilization of unsuitable soil areas. Install fabric in accordance with the manufacturer's recommendation and the following minimum requirements.
 - 1. Provide a fabric overlap of 24 inches.
 - 2. Back dump and spread aggregate over fabric at the aggregate specified thickness.

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3. Compact aggregate with vibratory roller prior to allowing additional construction traffic.

F. Site grading shall be unclassified except as specifically indicated otherwise. Perform grading within the limits of the Project. Finished surface shall conform to the grades and cross sections indicated on the Drawings and be uniformly sloped for a positive drainage away from structures.

G. Excavate rock encountered in cut sections to a depth of 6 inches below finished subgrade and backfill with satisfactory material.

H. Scarify the existing subgrade surface to a minimum depth of 6 inches and recompact if subgrade density is less than the degree of compaction for the proposed fill material. Plow or bench existing ground surfaces steeper than one vertical to four horizontal in such a manner that the fill material will bond with or be keyed to the existing surface. Use compaction equipment suitable for the soil being compacted. Moisten or aerate material as necessary to obtain the optimum moisture content within plus or minus one percent to obtain specified compaction.

I. Soils used for fill and backfill shall be satisfactory soils classified SP, SM, or SW in accordance with ASTM D2487. Dry or wet soil as necessary to maintain optimum moisture.

J. Place backfill and fill material in accordance with the following:

1. Maximum uniform loose lifts: 8 inches
2. Optimum moisture content: 11 - 14 percent
3. Percent compaction at optimum moisture content:
 - a. From ex. grade to within one (1) foot of struc. subgrade: 95
 - b. Final foot to subgrade under floor slabs and pavements: 98
 - c. Under sidewalks and grass areas: 90

K. Approved compacted subgrade that is disturbed by construction or adverse weather shall be scarified and re-compacted as specified previously. Re-compaction over utilities shall be by hand tamping.

3.07 FILL AND BACKFILL

A. Place and compact fill and backfill material adjacent to structures in a manner that prevents wedging and eccentric loading on or against structures. Do not use equipment adjacent to structures that may overload structure. Backfill against structure only after concrete has attained the specified 28-day compressive strength.

B. Stone Base: Structures shall have a compacted crushed stone subgrade to the depth of 12 inches, except the Control Building, which shall have a stone subgrade of 6 inches.

3.08 EXCAVATION FOR STRUCTURES

A. Provide shoring or side slopes of excavations as necessary to protect workmen, and existing and new structures. Use, install, and remove shoring in accordance with State and Federal OSHA regulations.

B. Furnish, erect, and maintain required guardrails at exposed boundaries of excavation.

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C. Perform excavation for utilities in accordance with Section 02315, Trenching for Utilities. Install utilities to a minimum distance of five (5) feet beyond the face of the structure.

D. Make excavation to the dimensions and elevations for the structures as indicated on the Drawings. Extend excavation a sufficient distance from walls and footings to allow for placing and removal of forms.

E. Remove unsatisfactory material below required grade and replace with select backfill material as directed by Engineer.

F. Excavation carried below the depths indicated, without specific directions, shall be backfilled and compacted as specified herein to the proper grade. In excavations for footings the concrete shall be extended to the bottom of the over excavation. Work caused by over excavation shall be at the Contractor's expense.

G. The upper 9-inches of the subgrade after excavating for each structure should be compacted in place to at least 95% standard Proctor maximum dry density. The subgrade should be proof-rolled using a vibratory roller weighing a minimum of 10 tons (static load) until settlement from the last four complete passes does not exceed 1/8 inch. Any soft, unsuitable or unacceptable soils encountered in the subgrade should be replaced with structural fill placed and compacted to 95% of the standard Proctor maximum dry density.

3.09 ROCK EXCAVATION

A. Notify Engineer immediately in the event that rock is encountered when the Contract requires payment by the unit price.

3.10 BORROW MATERIAL

A. Provide borrow material required for fill and backfill to bring the site to the elevations indicated on the Drawings. Borrow material shall be subject to the approval of the Engineer. Notify Engineer as to the site selected for inspection and approval prior to transporting borrow material to the site.

B. Obtain erosion control permit as necessary for borrow pit grading operations.

C. Provide soil analysis for each type of material from proposed borrow pit(s) for Engineer's approval prior to placing borrow material. Contractor shall do necessary work to bring the borrow material to within plus or minus 1-1/2 percent of the optimum moisture content. A minimum of one sample per structure shall be obtained for analysis.

3.11 MAINTENANCE AND STABILITY

A. Maintain fills and embankments to the grade and cross section indicated on the Drawings until the final completion and acceptance of the Project. Repair areas that are damaged.

3.12 DISPOSAL OF SURPLUS MATERIAL

A. Dispose of surplus material not required or unsuitable for filling, backfilling, or grading in an approved spoil area in accordance with local ordinances.

B. Obtain erosion control permit as necessary for disposal site(s).

3.13 SOIL TESTING

A. Provide the services of a soil-testing firm as specified in Section 01450, Quality Control.

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END OF SECTION

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SECTION 02315

TRENCHING FOR UTILITIES

PART 1 GENERAL

1.01 SCOPE

- A. Provide labor, equipment, and material to perform required excavating, backfilling, and compacting for utilities and related structures as specified herein and indicated on the Drawings. Work shall include, but not be limited to, the following:
1. Survey staking as required for construction.
 2. Protection of existing improvements.
 3. Location of installed utilities.
 4. Use of explosives.
 5. Dewatering.
 6. Excavating, backfilling, and compacting for utilities.
 7. Installation of warning / identification tape and tracer wire.
 8. Borrow material.
 9. Disposal of surplus material.
 10. Demolition and removal of existing structures.
 11. Soil Testing.

1.02 RELATED SECTIONS

- A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
1. Section 02230 Clearing and Grubbing
 2. Section 02370 Erosion Control
 3. Section 02510 Water Distribution System
 4. Section 02530 Sanitary Sewer System
 5. Section 02920 Lawns and Grasses

1.03 MEASUREMENT AND PAYMENT

- A. Include work specified in this Section in the lump sum or unit price cost for the utility installation as appropriate unless specifically specified elsewhere in the specifications.
- B. The following work shall be paid by the unit price as indicated in the Bid Form:
1. Undercut of unstable soils: Cu Yd
 2. Rock excavation: Cu Yd
- C. Take measurements for determination of unit price quantities in the presence of the Engineer. Maintain daily log sheets of measured quantities. Log sheets must be signed by Engineer and submitted with payment request. Payment shall not be made for unit price quantities that have not been field verified by the Engineer. Measurement shall be based on the actual quantities removed but not exceeding the maximum trench dimensions as specified herein.
- D. Payment for the unit price items shall be for all labor, materials, equipment, and services required or reasonably implied by the Contract Documents and shall include, but not be limited to, the following:
1. Undercut of unstable soils: Complete removal and disposal of undercut material including, but not limited to, excavating, loading, hauling, and properly

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Trenching for Utilities

disposing of excavated material. Providing Class I material for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting in accordance with these specifications.

2. Rock excavation: Complete removal and disposal of excavated rock material including, but not limited to, drilling, blasting, excavating, loading, hauling, and properly disposing of excavated material. Rock excavation for manholes shall be paid for on the maximum basis of 1-foot greater diameter than the outside diameter of the manhole and to a depth of 1 foot greater than the bottom of the manhole. Providing Class I material for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting in accordance with these specifications.

1.04 REFERENCED STANDARDS

- A. The latest revision, at the time of bidding, of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
 1. N.C. Department of Transportation - Standard Specifications for Roads and Structures (NCDOT).
 2. American Society of Testing Materials (ASTM)
 - a. D698 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49 Kg) Rammer and 12-inch Drop (Standard Proctor).
 - b. D1556 Density of Soil in Place by the Sand-Cone Method.
 - c. D1586 Penetration Test and Spilt-Barrel Sampling of Soils.
 - d. D2049 Test for Relative Density of Cohesionless Soils.
 - e. D2216 Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures.
 - f. D2487 Classification of Soils for Engineering Purposes.
 3. Uni-Bell PVC Pipe Association
 - a. B-5-89 Recommended Practice for the Installation of Polyvinyl Chloride (PVC) Sewer Pipe.

1.05 DEFINITIONS

- A. Backfill: A specified material used in filling the excavated trench and placed at a specified degree of compaction.
 1. Materials: Materials listed herein include processed materials plus the soil classifications listed under the Unified Soil Classification System, (USCS) (Method D2487 and Practice D2488). The soil materials are grouped into five broad categories according to their suitability for this application.
 - a. Class I: Angular, 6 to 40-mm (1/4 to 1-1/2-in), graded stone, including a number of fill materials that have regional significance such as coral, slag, cinders, crushed stone, and crushed shell.
 - b. Class II: Coarse sands and gravels with maximum particle size of 40 mm (1-1/2 in.), including various graded sands and gravels containing small percentages of fines, generally granular and noncohesive, either wet or dry. Soil Types GW, GP, SV, and SP are included in this class.
 - c. Class III: Fine sand and clayey gravels, including fine sands, sand-clay mixtures, and gravel-clay mixtures. Soil Types GM, GC, SM, and SC are included in this class.
 - d. Class IV: Silt, silty clays, and clays, including inorganic clays and silts of medium to high plasticity and liquid limits. Soil Types MH, ML, CH and CL

are included in this class. These materials shall not be used for bedding, haunching, or initial backfill.

- e. Class V: This class includes the organic soils OL, OH, and PT as well as soils containing frozen earth, debris, rock larger than 40 mm (1 1/2 in.) in diameter, and other foreign materials. These materials shall not be used for bedding, haunching, or initial backfill.
2. Backfill Zones: Each backfill zone shall extend the full width of the trench bottom.
 - a. Foundation: Extending down from the bottom of bedding zone as defined below.
 - b. Pipe Embedment
 - 1) Bedding: Extending from 4 inches below the pipe bottom to the pipe bottom for 30-inch diameter and smaller and 6 inches below the pipe bottom for pipes larger than 30 inches in diameter.
 - 2) Haunching: Extending from the bedding (bottom of the pipe) to the pipe spring line.
 - 3) Initial Backfill: Extending from the haunching (pipe spring line) to 1 foot above the top of the pipe.
 - c. Final Backfill: Extending from the initial backfill to the finish ground elevation.
- B. Laying Conditions:
 1. Type 1: Flat bottom trench with loose backfill.
 2. Type 2: Flat bottom trench with backfill lightly consolidated to centerline of pipe.
 3. Type 3: Pipe bedded in 4 inches minimum of loose soil and backfill lightly consolidated to top of pipe.
 4. Type 4: Pipe bedded on Class I material to 1/8 pipe diameter (4 inch minimum) Backfill compacted to top of pipe a minimum of 80 percent of standard proctor.
 5. Type 5: Pipe bedded in compacted Class I material to pipe centerline with 4-inch minimum under pipe. Backfill to top of pipe with Class I, II, or III and compact to 90 percent of standard proctor.
- C. Compaction: Process of mechanically stabilizing a material by increasing its density at a controlled moisture condition. "Degree of compaction" shall be expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D698 (Standard Proctor).
- D. Excavation: The removal of soil or rock to obtain a specified depth or elevation.
- E. Hard Material: Solid, homogeneous material which is not included in the definition of "rock" but which may require the use of heavy excavation equipment with ripper teeth. Amount must exceed 1 cubic yard in volume. Material having a standard penetration resistance as determined by ASTM D1586 60 and 150 blows per foot is defined as "hard material."
- F. Lift: Layer of soil placed on top of a previously prepared or placed soil.
- G. Rock: Solid, homogeneous material which cannot be removed without the systematic drilling and blasting exceeding 1 cubic yard in volume. Material having a standard penetration resistance as determined by ASTM D1586 greater than 150 blows per foot is defined as "rock." Removal of "hard material" will not be considered rock excavation because of intermittent drilling and blasting that is performed merely to increase production.
- H. Pipe Springline: A line running horizontally through the center of the pipe.

- I. Topsoil: Natural, friable soil, representative of productive soils in the vicinity of the site. Topsoil shall be free from roots, stones larger than 1 inch, objectionable weed seeds, toxic substances, and materials that hinder grading, planting, and maintenance operations.

1.06 SUBMITTALS

- A. Submit the following in accordance with Section, Submittal Procedures:
1. Catalog Data: Submit manufacturer's standard drawings or catalog cuts for the following. Clearly indicate equipment to be furnished for the Project including options to be provided.
 - a. Warning / Identification tape.

12 PART 2 PRODUCTS

2.01 STONE

- A. Class I material shall be #67 or #78M stone in accordance with NCDOT specifications Section 1005, General Requirements for Aggregate.

2.02 WARNING AND IDENTIFICATION TAPE

- A. Tape shall be a minimum 3-inch wide polyethylene plastic tape manufactured specifically for identification of buried utilities with means of enabling detection by a metal detector to a minimum depth of 3 feet. Tape shall be color coded and continuously imprinted with warning and identification markings in bold black letters to read "CAUTION - BURIED (utility) LINE BELOW." Color and printing shall be permanent, unaffected by moisture or soil and shall be as follows:

Utility	Color	Marking
1. Water	Blue	Caution - Buried Water Line Below
2. Gravity Sewer	Green	Caution - Buried Sewer Line Below
3. Force Main	Green	Caution - Buried Force Main Below
4. Electric	Red	Caution - Buried Electric Line Below
5. Gas	Yellow	Caution - Buried Gas Line Below
6. Telephone	Orange	Caution - Buried Telephone Line Below
7. SCADA	Orange	Caution - Buried SCADA Line Below

- B. Tape shall be by Blackburn Manufacturing, Joseph G. Pollard Co., or Reef Industries Inc.

2.03 TRACER WIRE

- A. Tracer wire shall be #12 wire.

13 PART 3 EXECUTION

3.01 PROJECT SAFETY

- A. Contractor is responsible for Project safety.
- B. Perform work in conformance with applicable State and Federal safety regulations including, but not limited, to the following:
1. North Carolina Safety and Health Standards for the Construction Industry (29CFR 1926 Subpart P).
 2. NC OSHA Industry Guide No. 14, Excavations.
 3. NC OSHA Industry Guide No. 20, Crane Safety.

- C. Provide barriers, warning lights, and other protective devices at excavations as necessary for safety of workers and the public.
- D. Provide sloping of bank, shoring, sheeting, or other means of maintaining the stability of the trench in accordance with the requirements of the Associated Contractor's Manual of Accident Prevention OSHA, Part 1926.P.

3.02 PROTECTION OF UNDERGROUND FACILITIES

- A. Refer to paragraph 4.04 of the General Conditions and SC-4.04.A.2 of the Supplementary Conditions concerning the protection of Underground Facilities.
- B. Approximate locations of existing underground facilities at the site are indicated on the Drawings based on information available to the Engineer. Engineer and Owner do not take responsibility for the accuracy of the information.
- C. Investigate underground facility locations prior to the start of construction.
- D. Repair damage to existing facilities at no additional cost to the Owner.
- E. A change in conditions may be considered due to the location of the existing facilities as allowed in the General Conditions. This does not include the cost for repair of damaged facilities not properly located in advance of construction.
- F. Separation distances shall be in accordance with utilities requirements.

3.03 CONSTRUCTION STAKING

- A. Provide construction staking. Owner will provide key reference points and benchmarks for construction, which in the Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work as necessary for construction. Contractor shall protect and preserve the established reference points and property monuments.
- B. Contractor shall report to Engineer whenever a reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor shall be responsible for the accurate replacement or relocation of such reference points or property monuments by a registered professional surveyor in the State of North Carolina.

3.04 LOCATION OF INSTALLED UTILITIES

- A. Contractor shall be responsible for locating contract installed utilities as requested by third parties proposing to dig in the contract area until the date that the entire contract is recommended for final payment by Engineer to Owner.

3.05 WATER CONTROL

- A. Prevent surface water from entering the trench.
- B. When trench bottom is below the existing ground water table, install a dewatering system to maintain water table 1 foot below trench bottom. Provide a man experienced in dewatering work at the job site.
- C. Maintain dewatering until backfilling has proceeded above the existing ground water level.
- D. Dispose of water from dewatering operations in accordance with the North Carolina Sedimentation Pollution Control Act.

3.06 USE OF EXPLOSIVES

- A. Explosives may not be used on the Project.

3.07 EXCAVATING

- A. Excavation shall be by open cut, unless otherwise indicated on the Drawings or specified herein. Short sections of trench may be tunneled or direct bored with the approval of the Engineer.
- B. Stockpile excavated material in such a manner that it will not obstruct the flow of runoff, streams, endanger Work, impair the use or appearance of existing facilities, or be detrimental to the completed Work.
- C. Contractor shall segregate excavated material so as to maintain material suitable for backfill separate from material that is unsuitable.
- D. Trench dimensions at the pipe embedment and foundation zone unless noted otherwise shall be as follows:
 - 1. Minimum width: Pipe outside diameter plus 18 inches.
 - 2. Maximum width: Pipe outside diameter plus 24 inches.
 - 3. Sides shall be vertical to a minimum of one foot above the top of pipe.
- E. Shape trench bedding to provide uniform bearing for the full pipe length. Bottom shall be free of protrusions that could cause point loading on pipe. Provide bell holes as required for properly making pipe joint.
- F. Do not over excavate. Excavation below grade without approval of Engineer shall be backfilled with Class I material at no additional cost.
- G. Undercut soils that become unsatisfactory by construction activity or by being left exposed to the weather and backfill with Class I material at no additional cost.
- H. Remove shoring, bracing, and sheeting, unless otherwise noted, as the trench is backfilled. Engineer shall have the authority to require that the sheeting be left in place.
- I. Excavation of trench shall not advance more than 200 feet ahead of the installation. In no case should the excavation extend beyond that which can be backfilled by the end of the workday.
- J. Correct unstable soil conditions encountered at trench foundation by one of the following methods:
 - 1. Excavate below grade as approved by Engineer and backfill with Class I material or approved substitute material at unit price bid or the cost to be included in pipe unit bid price as indicated in Section, Unit Prices.
 - 2. Provide piling and / or timber cradles in a manner approved by the Engineer. Payment will be made as a change to the Contract Price.
 - 3. Provide concrete cradle or encasement of concrete at unit price bid or the cost to be included in the lump sum price as indicated in Section, Unit Prices.
- K. Rock and Hard Material
 - 1. Excavate rock and hard material to a minimum depth of 4 inches below the pipe for pipes smaller than 30 inches and 6 inches for pipes 30 inches and larger.
- L. Pressure Lines:
 - 1. Provide a minimum 3 feet of cover, unless indicated otherwise on the Drawings.
 - 2. Excavate trenches to provide vertical curve chords that will not exceed the pipe manufacturer's recommended joint deflection.

- 3. Provide concrete thrust blocks having a compressive strength of 3,000 psi at 28 days at change in horizontal and vertical direction and reduction in the pipe size, unless other restraint systems are indicated otherwise on the Drawings. Cut trench sides vertical and square to receive concrete. Provide bearing area against trench wall as indicated on the Drawings.

M. Gravity Lines:

- 1. Excavate trench to the alignment and grade indicated on the Drawings.

- N. Utility Structures: Provide a minimum of 12 inches below subgrade and backfill with Class I compacted to 95 percent maximum density. If the soil conditions are found to be unsuitable for structural stability of the manhole, Engineer may require additional depth of Class I material.

3.08 BACKFILLING

- A. Electronic marker balls shall be installed approximately 6-inches over the point to be located, and a minimum of 6-inches from any metal objects. However, burial shall not be less than 18-inches nor more than 4 feet. Ball markers to be hand backfilled to 1 foot above ball marker as to prevent movement or damage. Electronic marker balls shall be installed at the following locations.
 - 1. On ductile iron and PVC pipe water mains.
 - 2. At a minimum of every one hundred linear feet directly over main line.
 - 3. At bends 22-1/2 degrees and larger.
 - 4. At capped or plugged ends if no blow-off assembly.
 - 5. At tees over main line.
- B. Weather Limitations: Proceed with backfill operations based on the following weather conditions:
 - 1. Temperature must be above freezing and rising.
 - 2. In windy, hot, or arid conditions with a high rate of evaporation add moisture to the material to maintain the optimum moisture content.
 - 3. Do not proceed in rain or on saturated subgrade.
 - 4. Do not place material on surfaces that are muddy, frozen, or contain frost.
- C. General
 - 1. Maintain backfill operation within 200 feet from pipe laying operation.
 - 2. Backfill trench to existing ground surface with select excavated material at the specified compaction.
 - 3. If excavated material is unsuitable to obtain specified compaction, provide suitable off-site borrow material for backfill.
 - 4. Re-excavate trenches improperly compacted. Backfill and compact as specified.
 - 5. Provide appropriate tamping equipment, and water to obtain proper moisture content, to achieve specified compaction of backfill.
 - 6. Conduct operation of heavy equipment above pipe installation as to prevent damage to pipe.
 - 7. Install warning / identification tape over utilities. Bury tape one foot below finished grade above the utility.
 - 8. Install tracer wire for non-metallic pressure pipe. Bury tracer wire with pipe. Wire shall be looped into valve boxes to allow access for direct contact location.

D. Backfill in pipe embedment zone (bedding, haunching, and initial backfill).

1. General:

- a. Backfill with material as specified below. Material shall be free from objects larger than 2 inches.
- b. Where rock and hard material has been excavated below pipe bottom, backfill and compact bedding with Class I material. Class II or III material may be used for bedding with Engineer's approval.
- c. Place backfill material to assure placement of material under pipe haunches.
- d. Take care during placement and compacting of material to avoid movement of pipe.

2. Place backfill in bedding and haunching zones in 6 inch maximum lifts and compact to 90 percent density. Place initial backfill in one lift do not compact. Provide backfill material in pipe embedment zone as specified below.

a. Pressure Lines (Flexible and Rigid Pipe)

- 1) Excavation in Class I, Class II, Class III, and stable Class IV soils suitable for bedding, the bedding surface shall provide a firm foundation of uniform density. Backfill with select excavated material.
- 2) Excavation in Class V, unstable Class IV soils, running water, and other unstable soil conditions, excavate a minimum of 4 inches below pipe bottom and provide Class I material for bedding and haunch zone. Backfill with Class I, II, or III material in initial backfill.

b. Gravity Sewer Lines, Rigid pipe (concrete and ductile iron)

- 1) Excavation in Class I, Class II, Class III, and stable Class IV soils suitable for bedding, the bedding surface shall provide a firm foundation of uniform density. Backfill with select excavated material.
- 2) Excavation in Class V, unstable Class IV soils, running water, and other unstable soil conditions, excavate a minimum of 4 inches below pipe bottom and provide Class I material for bedding and haunch zone. Backfill with Class I, II, or III material in initial backfill.

3) Ductile Iron over 16 inch

- i) Depth 0 - 12 feet: Type 2 laying conditions same as for pressure pipe.
- ii) Depth over 12 feet: Provide Class I material for bedding and 4 inches up from bottom of pipe.

c. Gravity Sewer Lines, Flexible (PVC SDR 35)

- 1) Depth 0 to 14 ft: Provide Class I material for bedding and haunching. Backfill with Class I, II, or III material in initial backfill.
- 2) Depth over 14 ft: Provide Class I material for bedding, haunching, and initial backfill.

d. Gravity Sewer Lines, Semi-rigid pipe (PVC and ABS Truss Pipe)

- 1) Depth 0 to 14 ft: Provide Class I material for bedding and haunching. Backfill with Class I, II, or III material in initial backfill.
- 2) Depth over 14 ft: Provide Class I material for bedding, haunching, and initial backfill.

E. Final Backfill

1. Backfill with materials free of stones and debris larger than 6 inches in dimension. Place backfill in lifts not exceeding the thickness and compacted to the minimum density specified below.
2. Trench backfilled with noncohesive materials may be compacted with water flooding; except under roadways, shoulders of roadways, and other areas

subject to vehicular movement, provided the method of compaction is approved by the Engineer and provides the degree of compaction required.

3. Lifts and density:

- a. Undeveloped areas (i.e., forests, fields, and croplands): Trench may be filled with bulldozer blade provided material fall will not damage pipe. Mound soil over the trench area sufficiently to settle level over time. Degree of compaction shall be 85 percent.
 - b. Lawns: Backfill in 12-inch lifts and compact to 90 percent. Top 12 inches shall be free of material with a dimension over 2 inches.
 - c. Roads (including Rights-of-way), drives, parking areas (including areas within 20 feet), and adjacent to existing utilities: Backfill in 6 inch lifts compact to 95 percent.
 - d. Within 20 feet of foundations: Backfill in 6-inch lifts compacted to 95 percent.
- F. Utility Structures: Bring backfill to grade in even lifts on all sides. Lift depths and compaction densities shall be as specified according to area of installation for pipe above. Backfill against cast-in-place concrete structure only after concrete has attained the specified 28-day compressive strength.

3.09 ANTI-SEEP COLLARS

- A. Anti-seep Collars: Provide anti-seep collars to prevent groundwater flow along pipe in wetlands as indicated on the Drawings. Use select clay material for collars. Collars shall extend past trench walls and bear against undisturbed soils. Dimension of collars shall be as indicated on the Drawings. Do not place stone in area of anti-seep collars.
- B. Concrete Collar: Provide Class B concrete with minimum cement content of 5 sacks per cubic yard (5.5 sacks for angular course aggregate); 6.8 gallons of water per sack water-cement ratio; 2-4 inch slump range; and 28-day strength of 2,500 psi.
- C. Clay Collar: Provide clay of medium to high plasticity with a soil classification of CL or CH and a permeability of 10-5 cm / second. Place clay in 6-inch lifts and compact by use of a mechanical hydraulic tamper to 95 percent.

3.10 SOIL TESTING

- A. Compaction tests may be made at the option of Engineer. An independent testing laboratory will perform tests.
- B. For each test that fails the compaction requirements, the testing firm at the direction of the Engineer shall make two additional tests. Contractor shall pay cost of additional tests made because of failure of compaction test.
- C. Correct deficiencies in compaction.

3.11 PAVEMENT PATCHING

- A. Repair damaged pavement structure.
- B. Cut existing pavement for utility installation in straight lines generally parallel to the utility. Properly dispose of removed pavement structure.
- C. Extend pavement patch 1 foot beyond each side of trench on firm subgrade. Slope new surface to drain.
- D. Asphalt Pavements: Replace asphalt pavement with a pavement structure equal to existing but no less than as detailed on the Drawings.

- E. Concrete Pavements: Replace concrete pavement with pavement structure equal to existing but no less than as detailed as Drawings. Concrete shall be minimum 3,000 psi. When existing concrete joint is within 5 feet of trench remove existing concrete to joint. Provide expansion joint at edge of existing concrete. Surface treatment shall match existing.
 - F. Curbs, Gutters, and Sidewalks: Replace curbs and gutters, and sidewalks removed or damaged with similar sections to match the existing. Remove to nearest existing joint.
 - G. Approval of Other Authorities: Pavements under the jurisdiction of the NC Division of Highways shall be subject to the approval of a representative of that Division.
 - H. Raise existing and new manholes and valve boxes to finished pavement grade. Excavate around top of existing manhole and valve box as necessary. Remove existing top ring, and install new grade ring(s) as necessary. Install existing cover. Raise existing valve box. Provide concrete collar around manhole ring and valve box.
 - I. Pavement patching shall include the cost to adjust existing and new manhole and valve boxes to finished pavement elevations.
- 3.12 GRADING AND CLEAN-UP:
- A. Provide for testing and clean up as soon as practicable, so these operations do not lag far behind the pipe installation. Perform preliminary clean up and grading as soon as backfill is complete.
 - B. Provide positive drainage of finished grade and drain away from structures. Finished grade shall be reasonably smooth, compacted, free from irregular surface changes and comparable to the adjacent existing ground surface.
 - C. Seed disturbed areas in accordance with Section, Lawns and Grasses.
 - D. Upon completion of backfilling, remove and properly dispose of excess material and waste.

END OF SECTION

SECTION 02370

EROSION CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General contractor shall provide erosion control work. Work shall include, but not be limited to, the following:
 - 1. Erosion control at project site.
 - 2. Erosion control at borrows and disposal areas as required by Contractor. Cost shall include erosion control permits as necessary for borrow and disposal areas.
 - 3. Removal of surface debris.
 - 4. Temporary and permanent ground cover.
 - 5. Maintain and remove erosion control devices.

1.02 RELATED SECTIONS

- A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
 - 1. Section 02920 Lawns and Grasses

1.03 REFERENCED STANDARDS

- A. "Erosion and Sediment Control Planning and Design Manual," issued by the N. C. Sedimentation Control Commission.

1.04 QUALITY ASSURANCE

- A. Conform to rules and regulations of the Erosion Control Laws of the State of North Carolina, specifically the Sedimentation Pollution Control Act of 1973 (G.S. 113A) as amended, and the local jurisdiction where the project is located.
- B. Post a copy of the approved erosion control permit, furnished by Owner, at the site prior to starting work. Maintain a copy of the approved erosion control plan at the site.
- C. Provide permanent ground cover as soon as possible, and no later than 15 working days after completion of work in a specific area.

1.05 WARRANTY

- A. Contractor is liable for damages to public and private property and fines as may be placed on the Project by the governing agencies due to failure to provide adequate erosion control devices.

14 PART 2 PRODUCTS

2.01 MATERIALS

- A. Matting / Erosion Control Fabric (ECF): Matting and ECF shall be heavy jute mesh over mulch held in place by staples. Commercially available ECFs may be used upon approval of the engineer. Approval of fabrics will require manufacturer's design

data regarding velocity, ditch slopes, method of installation, decay cycle, repair techniques, and grass growth enhancement characteristics.

- B. Wire Staples: 16 gauge steel wire, with minimum of 3" top and 4" long legs.
- C. Gravel for Stone Filters: #57 crushed stone.
- D. Filter Fabric: 7-1/2 oz. burlap fabric or other silt filtering fabric.
- E. Riprap:
 - 1. Class A: Stone shall conform to NCDOT standards and shall range in size from 2 to 6-inches with the stone gradation being equally distributed within the required size range.
 - 2. Class B: Stone shall conform to NCDOT standards and shall range in size from 5 to 12-inches with the stone gradation being equally distributed within the required size range.
 - 3. Type 1: Stone shall conform to NCDOT standards and shall range in size from 5 to 17-inches with the stone gradation being equally distributed within the required size range.

15 PART 3 EXECUTION

3.01 INSTALL EROSION CONTROL DEVICES

- A. Install erosion control devices, which shall be in place and operational prior to other land disturbing activity.
- B. After installing erosion control devices as indicated on the Drawings, verify that reasonable measures have been taken to prevent the sedimentation of nearby watercourses, existing and new facilities, and adjacent property.
- C. Should Contractor believe that additional measures are necessary to adequately prevent erosion, immediately notify Engineer. If rain is predicted before the Engineer can be notified, take measures as necessary to prevent siltation of nearby water courses and work will be paid for as provided in the General Conditions.
- D. After installing erosion control devices, request an inspection by the local agency having jurisdiction and the Engineer.
- E. Incorporate permanent erosion control work into the project at the earliest practicable time. Coordinate temporary erosion control measures with permanent erosion control measures and other work on the project to assure effective and continuous erosion control throughout the construction and post construction period.
- F. Maintain erosion control devices during construction until the disturbed areas are stabilized and the agency having jurisdiction and the Engineer have approved the removal of the erosion control devices.

3.02 BORROW AND DISPOSAL AREAS:

- A. Obtain and pay for erosion control permit for borrow and disposal areas as required by Contractor.
- B. Install and maintain erosion control devices in accordance with Contractor's approved plan.

3.03 MAINTENANCE

- A. Inspect erosion control devices after each rainfall. Make required repairs immediately. Remove sediment deposits when deposits reach approximately one-half of the capacity of the erosion control device.
- B. Respread accumulated sediments on the project site in a manner that will not adversely affect erosion control facilities and permanent ground cover.
- C. Silt Fence: Should the filter fabric decompose or become ineffective before approval of its removal by the Engineer, replace fabric immediately at no additional cost to the Owner.
- D. Temporary Construction Entrance: Maintain entrance in a condition that will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 2 inches of stone, as conditions require, at no additional cost to the Owner.

3.04 SEEDING

- A. Disturbed areas not covered by new construction shall be seeded.
- B. Provide temporary and permanent seeding in accordance with Section, Lawns and Grasses.

3.05 STABILIZATION AND CLEAN-UP

- A. Remove erosion control devices upon the approval of the permanent stabilization of this site by the agency having jurisdiction of the area and the Engineer. Dress sediment deposits remaining in place after the erosion control devices are removed to conform to the existing grade, prepared and seeded. Include cost of removal and cleanup in the cost of the installation of the device.

END OF SECTION

SECTION 02831

HAND RAIL

PART 1 GENERAL

1.01 SUMMARY

- A. Provide complete Hand Rail as indicated on the Drawings and specified herein. Work shall include, but not be limited to, the following major items and necessary accessories for a complete and operational system:
 1. Hand Rail as shown on plans.
 2. Fence post, frame and concrete foundation.

1.02 SUBMITTALS

- A. Submit the following in accordance with Section, Submittal Procedures:
 1. Catalog Data: Submit manufacturer's standard drawings or catalog cuts for the following. Products to be furnished for the Project shall be clearly indicated including options to be provided.
 - a. Individual components of the fencing system.
 2. Shop Drawings: Submit Project specific shop drawings for the following:
 - a. Layout drawing showing spacing of posts and location of corner, end, and pull posts.
 3. Manufacturer's Installation Procedures.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an installer who has at least three years' experience and has completed at least five chain link fence projects with the same material and of similar scope to that indicated for this project with a successful construction record of in-service performance.

PART 2 PRODUCTS

2.01 FABRIC N/A

- A. Selvage: Knuckled on both selvages. Fabric 60 inches high and under shall be knuckled at both selvages. Fabric 72 inches high and over shall be knuckled at one selvage and twisted and barbed at the other selvage. Both selvages of meshes less than 2 inches shall be knuckled.
- B. Aluminized Steel Chain-Link Fence Fabric: Fabricated in one-piece widths for fencing 12 feet and less in height to comply with Chain Link Fence Manufactures Institute (CLFMI)" Product Manual" and with requirements indicated below:
 1. Mesh and Wire Size: 2-inch mesh, 0.192-inch diameter (6gauge).
 2. Mesh and Wire Size: 2-inch mesh, 0.148-inch diameter (9gauge).
 3. Coating: ASTM A 817, Type 1, aluminized with 0.40 oz./sf. aluminum (all gages, all fence fabric).
- C. Safety Netting: Black all weather boundary netting, 1- inch mesh 320 lb. Breaking strength.

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2.02 FRAMING

- A. Round member sizes are given in actual outside diameter (OD) to the nearest thousandth of inches. Round fence posts are often referred to in ASTM standard specifications by Nominal pipe sizes (NPS) or the equivalent trade sized inches. The following indicates these equivalents all measured in inches:

Actual OD Size	NPS Size	Trade
=====		
1.660	1 1/4	1 5/8
1.900	1 1/2	2
2.375	2	2 1/2
2.875	2 1/2	3
4.0	3 1/2	4

- B. Type I Round Posts: Standard weight (schedule 40) galvanized-steel pipe conforming to ASTM F 1083, according to heavy industrial requirements of ASTM F 669, Group IA, with minimum yield strength of 25,000 psi, not less than 1.8 oz. of zinc per square foot. Type coating inside and outside according to ASTM F 1234, as determined by ASTM A 90, and weights per foot as follows:

Actual OD	Weight (lb/ft)	NPS Size
=====		
1.660	2.27	1-1/4
1.900	2.72	1-1/2
2.375	3.65	2
2.875	5.79	2 1/2
4.000	9.11	3 1/2

- C. Top Rail: Manufacturer's longest lengths (21 feet) with expansion-type coupling, approximately 6 inches long for joining. Provide rail ends of other means for attaching top rail securely to each gate, corner, pull, and end post.
1. Round Steel: 1.660-inch OD Type.
- D. Paints, enamels, lacquers, paste fillers, caulks, and other materials shall be delivered in original sealed containers that plainly show the designated name, formula, batch number, color, date of manufacture, and name of manufacturer.
1. All paint used shall be by Sherwin Williams - Yellow Oil Base Exterior Paint.
 2. The thinning of paint for additional coverage will not be permitted. The Contractor is to follow manufacturer's guidelines on recommended paint coverage.
- E. Bottom and Intermediate Rail: Same material as top rail unless indicated otherwise. Provide intermediate rail for fence heights of 10 feet or greater. Provide manufacturer's standard galvanized-steel, cast-iron or cast-aluminum cap for each end.

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2.03 FITTINGS AND ACCESSORIES

- A. Material: Comply with ASTM F 626. Mill-finished aluminum or galvanized iron or steel to suit manufacturer's standards.
1. Steel and Iron: Unless specified otherwise, hot-dip galvanize steel or cast-iron fence fittings and accessories with at least 1.2 oz. Zinc per sq. ft. as determined by ASTM A 90.
- B. Post and Line Caps: Provide weathertight closure cap for each post. Provide line post caps with loop to receive top rail.
- C. Post Brace Assembly: Manufacturer's standard adjustable brace. Use material specified below for brace, and truss to line posts with 3/8-inch-diameter rod and adjustable tightener. Provide manufacturer's standard galvanized-steel, cast iron or cast-aluminum cap for each end.
1. Round Steel: 1.6600-inch OD Type I steel pipe.
- D. Tie Wire: (9-gage) aluminum wire alloy 1350-H19 or equal.

2.04 CONCRETE

- A. Concrete: Provide concrete consisting of Portland cement per ASTM C 150, aggregates per ASTM C 33, and potable water. Mix materials to obtain concrete with a minimum of 28-day Compression strength of 3000 psi. Use at least four sacks of cement per cu. yd., 1-inch maximum size aggregate, 3-inch maximum slump.
- B. Package Concrete Mix: Mix dry-packaged normal-weight concrete conforming to ASTM C 387 with clean water to obtain a 2 to 3-inch slump.

2.05 GATES N/A

- a. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as an integral part of latch.
- b. Keeper: Provide a keeper for vehicle gates that automatically engages gate leaf and holds it in the open position until manually released.
- c. Gate stops: Provide gate stops for double gates consisting of mushroom-type flush plate with anchors, set in concrete, and designed to engage a center drop rod or plunger bar. Include a locking device and padlock eyes as an integral part of the latch, permitting both gate leaves to be locked with a single padlock

PART 3 EXECUTION

3.01 INSTALLATION

- A. General: Install fence to comply with ASTM F 567. Do not begin installation and erection before final grading is completed, unless otherwise permitted.
1. Intermediate horizontal rails in the backstop shall be spaced at a maximum of 5 feet. Provide extended posts, braces, cables, turnbuckles and boundary netting overhang as indicated on details.
- B. Excavation: Drill or hand-excavate (using post-hole digger) holes for posts to diameter and spacings indicated, in firm, undisturbed or compacted soil.
1. If not indicated on Drawings, excavate holes for each post to minimum diameter recommended by fence manufacturer, but not less than four times the largest cross section of post.

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Erosion Control

2. Unless otherwise indicated, excavate hole depths approximately 3 inches lower than post bottom, with bottom of posts set not less than 36 inches below finish grade surface.
- C. Setting Posts: Center and align posts in holes 3 inches above bottom of excavation. Space a maximum of 10 feet o.c., unless otherwise indicated.
 1. Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and hold in position during placement and finishing operations.
 - a. Pour concrete footings to a level 2" below finished grade and cover with fresh earth from excavation.
- D. Top Rails: Run rail continuously through line post caps, bending to radius for curved runs and at other posts terminating into rail end attached to posts or post caps fabricated to receive rail. Provide expansion couplings as recommended by fencing manufacturer.
- E. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and Gateposts with tension bands spaced not over 15 inches o.c.

END OF SECTION

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Erosion Control

LAWNS AND GRASSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Work shall include, but not be limited to, the following:
 1. Surface preparation of subsoil.
 2. Placing topsoil.
 3. Addition of lime and fertilizer.
 4. Seeding.
 5. Maintenance to produce a permanent stand of grass.

1.02 PAYMENT PROCEDURES

- A. Base bid for the work on the specified quantities of lime, fertilizer, and seed. After the specified soil tests have been made, Engineer may vary specified quantities. Should the actual quantities applied in the field vary appreciably from those specified, an adjustment in the contract price may be made.

1.03 REFERENCES

- A. N.C. Department of Agriculture - NCDA
- B. U.S. Department of Agriculture - USDA

1.04 PERFORMANCE REQUIREMENT

- A. Grassed area shall be considered established when it presents a green appearance from eye level 50 feet away and the grass is vigorous and growing well in each square foot of seeded area. It is not required that the seeded area be thick and heavy as an old established lawn.
- B. Should the permanent seed not germinate and produce a strand of grass, reseed affected areas until a permanent stand is established.

1.05 SUBMITTALS

- A. Not less than 6 weeks prior to seeding, obtain representative soil samples from areas to be seeded and deliver the properly packaged samples with an information sheet for each sample properly filled out to the Soils Division of the NC Department of Agriculture or a private laboratory. Based on the test results, submit to the Engineer a recommendation as to the quantity and type of lime, fertilizer and seed for the area covered by the test.

1.06 QUALITY ASSURANCE

- A. Quality of fertilizer, lime, and seed, and operations in connection with the furnishing of this material, shall comply with the requirements of the N.C. Fertilizer, Lime and Seed Law; and with the requirements of the rules and regulations adopted by the NC Department of Agriculture in accordance with the provisions of the said law.
- B. Seed containers shall bear an official "Certified Seed" label as inspected by the N.C. Crop Improvement Association.
- C. Packages for soil conditioners and fertilizer shall bear manufacturer's guaranteed analysis.

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Lawns & Grasses

- D. Do not apply lime, fertilizer or seed in strong wind, when the soil is extremely wet, or otherwise unworkable. No rolling shall be done if precipitation after seeding would make the operation detrimental to the seed bed.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver grass seed mixture in sealed containers showing percentage of seed mix, year of production, net production, net weight, date of packaging, and location of packaging.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.08 MAINTENANCE SERVICE

- A. Maintain seeded areas until grass is well established and exhibits a vigorous growing condition for a minimum of two cuttings. Mow grass at regular intervals to a maximum height of 3 inches. Hand clip where necessary.
- B. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions.
- C. Water areas seeded between May 1 and July 15 at such intervals as to maintain the seeded area in a moist condition until the grass is established and accepted by the Engineer. Provide equipment to transport and distribute the water to the seeded areas. Areas seeded between September 1 and November 1 need not be irrigated beyond the initial watering specified above except that the Contractor may apply water at his own discretion.

16 PART 2 PRODUCTS

2.01 MATERIALS

- A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds, and roots; pH value of minimum 5.4 and maximum of 7.0.
- B. Lime: Ground Dolomitic agricultural limestone, not less than 85 percent total carbonates, ground so that 50 percent passes 100 mesh sieve and 90 percent passes 30 mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing No. 100 mesh sieve.
- C. Fertilizer: Mixed, commercial, fertilizer containing 10-10-10 percentages of available nitrogen, phosphoric acid, and potash respectively, plus superphosphate with 20 percent P₂O₅ content. Fertilizer shall be dry, in granular (pellet) form, shall be delivered to the site in the manufacturer's original bag or container which shall be plainly marked as to formula.
- D. Seed: Fresh seed guaranteed 95 percent pure with a minimum germination rate of 85 percent within one year of tests. Provide the following seed mixtures with lime and fertilizer in disturbed areas including NCDOT Rights-of-Way:

1. Temporary Seeding

<u>Planting Dates</u>	<u>Grass Type</u>	<u>Pounds/Acre</u>
Dec. 1 - Apr. 15	Rye (Grain)	120
	Kobe Lespedeza	50
Apr. 15 - Aug. 15	German Millet	40

Aug. 15 - Dec. 1	Rye (Grain)	120
	Lime	3,000
	Fertilizer	10-10-10
	Mulch	Straw
		4,000

2. Permanent Seeding

<u>Planting Dates</u>	<u>Grass Type</u>	<u>Pounds/Acre</u>
Feb. 15 - Apr. 30	Tall Fescue	80
&	Pensacola Bahiagrass	50
Sept. 1 - Oct. 30	Sericea Lespedeza	30
	Kobe Lespedeza	10
	Lime	4,000
	Fertilizer	10-10-10
	Mulch	Straw
		4,000

On poorly drained sites omit sericea and increase kobe to 30 lb / acre.

- E. Matting / Erosion Control Fabric (ECF): Matting and ECF shall be heavy jute mesh over mulch held in place by staples. Commercially available ECFs may be used upon approval of the engineer. Approval of fabrics will require manufacturer's design data regarding velocity, ditch slopes, method of installation, decay cycle, repair techniques, and grass growth enhancement characteristics.
- F. Wire Staples: 16 gauge steel wire, with minimum of 3" top and 4" long legs.
- G. Mulch: Threshed straw of oats, wheat, or rye; free from seed of obnoxious weeds; or clean salt hay. Straw which is fresh and excessively brittle or straw which is in such an advanced stage of decomposition as to smother or retard growth of grass will not be acceptable.
- H. Water: Water shall be free from substances harmful to growth of grass.

17 PART 3 EXECUTION

17.01 PREPARATION OF SUBSOIL

- A. Complete operations in the area to be seeded and prepare subsoil to eliminate uneven areas and low spots. Bring surface to the approximate design contours.
- B. Scarify subsoil to a depth of 3 inches. Remove weeds, roots, stones and foreign materials 1-1/2 inches in diameter and larger.

17.02 PLACING TOPSOIL

- A. Place topsoil during dry weather and on dry unfrozen subsoil.

- B. Spread topsoil to a minimum depth of 4 inches. Remove vegetable matter and foreign non-organic material from topsoil while spreading. Grade surface to provide positive drainage and prevent water ponding. Lightly compact topsoil with at least one pass of a cultipacker or similar equipment
- C. Maintain the finished surfaces by protecting, and replacing topsoil and subsoil as necessary until the area is accepted under the contract.

17.03 APPLICATION OF LIME

- A. Liming shall be done immediately after grading has reached the fine grading stage, even though actual seeding may not be done until several months later.
- B. Spread lime evenly by means of a mechanical distributor.
- C. When lime is distributed by commercial liming dealers, sales slips showing the tonnage delivered shall be filed with the Engineer and shall show the full tonnage required for the acres treated.
- D. Incorporate lime in the top 2 to 3 inches of soil by harrowing, disking, or other approved means.

17.04 APPLICATION OF FERTILIZER

- A. Spread fertilizer not more than 2 weeks in advance of seeding.
- B. To verify application rate, determine acreage to be fertilized and provide Engineer with total weight of fertilizer applied to the area.
- C. Provide mechanical spreader for even distribution and spread half of the rate in one direction, and the other half at right angles to the first. Mix thoroughly into upper 2 to 3 inches of soil by disking, harrowing or other approved methods.

17.05 SEEDING

- A. Accomplish seeding by means of an approved power-drawn seed drill, combination corrugated roller-seeder, approved hand operated mechanical seeder, or other approved methods to provide even distribution of seed.
- B. Do not seed when ground is excessively wet or excessively dry. After seeding, roll area with a roller, not less than 18 inches in diameter and weighing not more than 210 pounds per foot of width. Upon completion of rolling, water area with a fine spray.
- C. Immediately following seeding apply mulch or matting. Do not seed areas in excess of that which can be mulched on same day.
- D. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil depth

17.06 MULCHING AND MATTING

- A. Apply mulch or matting as required to retain soil and grass, but no less than the following:
 1. Slopes from 0 to 20 percent by spreading a light cover of mulch over seeded area at the rate of not less than 85 lbs. per 1000 sq. ft.
 2. Slopes greater than 20 percent mulch with matting. Pin matting to the ground with wire staples at 5 foot intervals, immediately after seeding.
 3. Use tack to prevent disruption of mulch.

Lawns & Grasses

02920-4

- B. For tack use an asphalt tie-down of emulsified asphalt grade AE-3 or cut-back asphalt grade RC-2 or other approved equal. The application rate shall be 0.10 gal/sy (11 gal / 1000 sq ft). An approved jute mesh or net may be used in lieu of tacking straw mulch.
 - C. Other types of mulch and anchoring methods may be used upon approval by the Engineer.
- #### 17.07 PROTECTION
- A. Protect seeded areas from damage by barricades, signs, and other appropriate means. Maintain and protect slopes from weather damage.

18 END OF SECTION

02920-5

Lawns & Grasses

Attachment I

Form Templates

211

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT: H

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By:

Signature and Title
(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

Surety's Name and Corporate Seal (Seal)

By:

Signature and Title
(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

00610-5

Performance Bond

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT:

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title
(Attach Power of Attorney)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title
(Attach Power of Attorney)

Attest:

Signature and Title:

FOR INFORMATION ONLY - Name, Address and Telephone
Surety Agency or Broker

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

Notice of Award

Project:	Owner: Beaufort County	Date:
Contract:	Engineer's Project No.:	
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that your Bid received 4/5/22 for the above Contract has been considered by the Owner. You are the Successful Bidder and are awarded a Contract for the following:

The Contract Price of your Contract is _____ Dollars (\$).

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

Deliver to the Owner 3 fully executed counterparts of the Contract Documents.

Deliver with the executed Contract Documents the Contract Bonds as specified in the Instructions to Bidders.

Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

By: _____
Authorized Signature

Title

Copy to Engineer

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____
this the _____ day of _____, 20____.

By: _____
Title: _____

FOR INFORMATION ONLY -- Name, Address and Telephone
Surety Agency or Broker:

Notice to Proceed

Project:	Owner: Beaufort County	Date:
Contract:	Engineer's Project No.:	
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the work is to be completed in 45 consecutive calendar days. The date of completion of all work is therefore _____.

Before you may start any Work at the Site, you must deliver to the Owner (with copies to Engineer and other identified additional insureds) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must :

Attend Preconstruction Conference to be conducted on :

Owner: _____

Date _____

Copy to Engineer

Acceptance of Notice

Receipt of the Notice of Proceed is hereby acknowledged by _____

this the _____ day of _____, 20 ____.

By: _____

Title: _____

PAGE FOR ATTACHING

CERTIFICATE OF INSURANCE

Progress Estimate

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project:	Owner: Beaufort County	Date:
Contract:	Engineer's Project No	
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

See revised quantity list of items to be removed from the contract under this change order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

[Decrease] from previously approved Change Orders
No. _____ to No. 1 _____:

\$0 _____

Contract Price prior to this Change Order:

\$ _____

[Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days _____ Calendar days _____

Substantial completion (days or date): 180 _____

Ready for final payment (days or date): 210 _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED :

ACCEPTED:

ACCEPTED:

By: _____ By: _____ By: _____
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Date: _____ Date: _____ Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Attachment B

Solid Waste Site Improvements - Yeatesville
Bid Form

The undersigned hereby certifies that he/she has read the requirements and reviewed the design documents for "Solid Waste Site Improvements - Yeatesville" in accordance with Beaufort county's Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the requirements.

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the County's Request for Proposals.

☒ No Exceptions

☐ Exceptions:

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below.

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Concrete Pad for Compactor (8" depth)	40	SY	85. ⁰⁰	3400. ⁰⁰
2	Removal and Disposal of Existing Decking as shown on plans	1	LS	3500. ⁰⁰	3500. ⁰⁰
3	Grading of surrounding areas to improve drainage	1	LS	8000. ⁰⁰	8000. ⁰⁰
4	Concrete Curbing along top Edge	95	LF	22. ⁰⁰	2090. ⁰⁰
5	Handrail	95	LF	75. ⁰⁰	7125. ⁰⁰
6	Seeding and cleanup of surrounding area	1	LS	2500. ⁰⁰	2500. ⁰⁰

7	Relocation of Existing Building w/ Electrical connection	1	LS	10,500. ⁰⁰	10,500. ⁰⁰
8	Fill Material for Regrading Slope ABC Stone (Depth 6")	108	SY	45. ⁰⁰	4860. ⁰⁰
9	Concrete Slab for Dumpsters (8" depth)	58	SY	85. ⁰⁰	4930. ⁰⁰
10	Light Fixtures for Light Pole	1	LS	3000. ⁰⁰	3000. ⁰⁰
11	Clearing and Site Grading	1	LS	6000. ⁰⁰	6000. ⁰⁰
	Total Construction cost				\$ 55,905. ⁰⁰ PA

- B. Unit Prices have been computed in accordance with all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- C. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison Bids, and final payment for Unit Price Bid items will be based on actual quantities determined as provided in the Contract Document

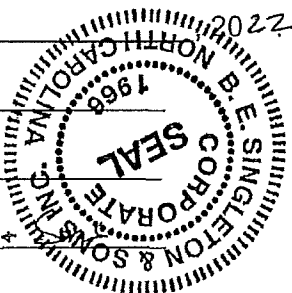
I hereby certify that the information contained in this response to the request for proposals is correct and truthful to the best of my knowledge and belief.

This the 28 day of March

By: [Signature]

Title: VP

Company: B.E. Singleton

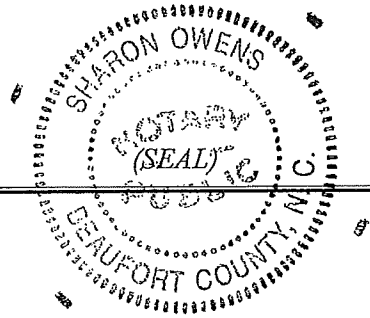


I, Sharon Owens a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 28th day of March, 2022.

Notary Public

My commission expires: 01/09/2023



Attachment C

STATEMENT OF BIDDER QUALIFICATIONS

1. Name and Address:

B.E. Singleton + Sons
920 W 3rd St
Washington NC 27889

2. Contact Person for this Project: Bobby Hanna

Phone No: 252 946-3287

Email address: bobby@besingleton.com

3. Number of years the Contractor has been engaged under the present firm name, as indicated above:

56 yr

4. Number of regular full-time employees 48
Number of part time employees 1

5. Company Federal ID#. 56-0889543

6. NC Contractor's License #: 8226

6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract:

Attachment D

CLIENT REFERENCE

Reference #1

Company Name	WIMLO Corp.
Contact Name	Kevin Rawls
Title	President
Phone Number	
Scope of Services Provided	Site grading, paving, concrete, utilities

Reference #2

Company Name	Rivers + Associates
Contact Name	Blaine Humphrey
Title	PM
Phone Number	252 752-4135
Scope of Services Provided	Site grading, paving, concrete, utilities

Reference #3

Company Name	Storckes + Taylor
Contact Name	Seldon Taylor
Title	President
Phone Number	
Scope of Services Provided	Site grading, paving concrete, utilities

Attachment E

ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Contractor Name: B.E. Singleton + Son

Address: 920 W 3rd St
Washington NC 27889

Signature of Authorized Representative: 

Title: VP

Phone Number: 252 948-3287

Attachment F

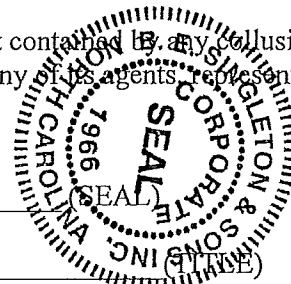
ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Robert Naurus, being first duly sworn deposes and says that:

1. He/she is the VP (title) of B.E. Singler (company name);
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained in any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

[Signature]
VP

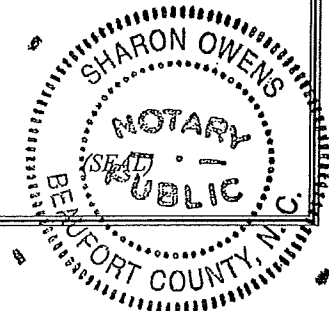


Subscribed and sworn to before me, this the 28th day of March, 2022

Notary Public Sharon Owens

County of Beaufort, NC

My Commission expires 01/09/2023





Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

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:



Beaufort County Agenda Abstract

Meeting Date:

Agenda Section: Item for Decision

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Audit Contract - FY 21/22 Annual Audit

Summary of Information: The County solicited bids 3 years ago for the annual audit and the contract was awarded to Thompson, Price, Scott, and Adams, CPAs. The County's intent was to have a 5-year auditor/auditee relationship with the chosen firm; however, this is non-binding and the contract is awarded on an annual basis. Staff is satisfied with the expertise and professionalism of Thompson, Price, Scott, and Adams, CPAs. The firm also provided the lowest cost. Staff recommends contracting with Thompson, Scott, Price and Adams, CPAs to complete the FY 21/22 annual audit at a cost of \$55,250.

Submitter Recommendations/Motions: Award the contract for the FY 21/22 audit to Thompson, Price, Scott, and Adams, CPAs and authorize the Chairman to sign the contract.

Attachments:

-Audit Contract

The	Governing Board
of	BOARD OF COMMISSIONERS
and	Primary Government Unit
	BEAUFORT COUNTY
	Discretely Presented Component Unit (DPCU) (if applicable)
	N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
	THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.
	Auditor Address
	1626 S MADISON STREET WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/22	10/31/22

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.
23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

ANITA RADCLIFFE

Finance Officer/ Beaufort County

anita.radcliffe@co.beaufort.nc.us

OR Not Applicable ☐ (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	BEAUFORT COUNTY
Audit Fee	\$ 42,750
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$ 12,500
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 41,437.50

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature* 
Date* 4-20-2022	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit*	
BEAUFORT COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)* 	Signature* 
Date 	Email Address

 Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Anita Radcliffe	
Date of Pre-Audit Certificate* 	Email Address* anita.radcliffe@co.beaufort.nc.us



Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

April 20, 2022

Beaufort County
121 West 3rd Street
Washington, NC 27889

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Beaufort County for the year ended June 30, 2022. We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Beaufort County as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Beaufort County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Beaufort County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Law Enforcement Officers' Special Separation Allowance Schedule of Total Pension Liability (Asset) and Schedule of Total Pension Liability (Asset) as a Percentage of Covered-Employee Payroll
3. Schedule of Changes in the Total OPEB Liability and Related Ratios
4. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions – LGERS
5. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions – ROD

We have also been engaged to report on supplementary information other than RSI that accompanies the Beaufort County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

Members

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Beaufort County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Beaufort County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. Accordingly, we will express no such opinion. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Beaufort County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to

express an opinion on Beaufort County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Beaufort County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 2, 2022.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Anita Radcliffe), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

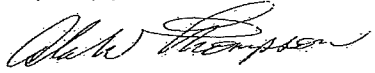
We expect to begin our audit by approximately May 2, 2022 and to issue our reports no later than October 31, 2022. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$55,250. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.

We appreciate the opportunity to be of service to the Beaufort County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Alan W. Thompson".

Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Beaufort County.

SIGN HERE

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

CC: Board of Commissioners



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Section: Item for Decision

Presenter: Clerk to the Board Katie Mosher,

Agenda Title: Voting Delegate - 2022 Annual NACo Conference

Summary of Information: A voting delegate and an alternate are needed for the 2021 annual NACo business meeting being held on Monday, July 18, 2022 in Adams County, Colorado. The voting delegate will represent Beaufort County and will vote on resolutions that set NACo legislative and association policy for the coming year. They will also elect NACo officers for the coming year.

Submitter Recommendations/Motions: Chose a delegate and an alternate amongst the Commissioners attending.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Agenda Section: Item for Discussion

Presenter: Commissioner John Rebholz

Agenda Title: Strategic Plan Update

Summary of Information: Commissioner Rebholz has requested an update on the Beaufort County strategic plan.

Submitter Recommendations/Motions: Information only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

Item for Discussion: Item for Discussion

Presenter: Commissioner Stan Deatherage

Agenda Title: Immigration and Resettlement Projects

Summary of Information: Commissioner Deatherage would like to hold a discussion on "determination of when the oncoming self-inflicted Border County tragedy hits Beaufort County due to the Biden/Harris Open Southern Boarder and Resettlement Project".

Submitter Recommendations/Motions: Discussion only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/2/2022

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: