Beaufort County Board of Commissioners
Monday, June 6, 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

D) Approval of Agenda – Chairman Waters

E) Items for Presentation

1. Service Award Presentation – Deloris Creasman, Human Resources
2. NC Dept of Labor Workplace Safety Award – Jennifer Ore, Risk Manager
3. School Security Presentation – Brian Alligood, County Manager
4. Resolution Honoring Reverend Robert Cayton – Chairman Frankie Waters

F) Public Hearing

1. Include Area Within Corporate Limits of Town of Bath in County ER Rescue Service District – Brian Alligood, County Manager
2. Budget Public Hearing – Brian Alligood, County Manager

G) Public Comments

H) Legislative Updates for Elected Officials

I) Items for Consent

1. Tax Assessor and Collector Refunds – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
2. Surplus, Clerk of Courts Office – Marty Paramore, Clerk of Court
3. MOU with DSS/NC DHHS – Melanie Corprew, DSS Director
4. Probation and Parole Lease Agreement – Brian Alligood, County Manager
5. ARPA Budget and Project Amendment – Anita Radcliffe, Finance Officer
6. Year End Budgetary Transfers – Anita Radcliffe, Finance Officer
7. JCPC Appointments – Katie Mosher, Clerk to the Board
8. Minutes Approval – Katie Mosher, Clerk to the Board

J) Item for Decision – Planning

1. Resiliency Coastal Community Program – Jamie Heath, Planning, Mid-East Commission

K) Item for Decision – Human Resources

1. Lease/Rental Subscription Badge Machine, Printer, Maintenance and Software – Deloris Creasman, Human Resources

L) Item for Decision – Tax Assessor

1. Revaluation Contract – Lloyd Salter, Tax Assessor
2. Lease Agreement for Revaluation – Lloyd Salter, Tax Assessor

M) Item for Decision and Discussion – Public Works

1. Mega-Site Update – West Overman, Public Works

N) Item for Decision – Sheriff's Office

1. Approval of Sheriff's Office NCDPS Grant Purchases – Chief Deputy Rose and Anita Radcliffe, Chief Finance Officer

O) Items for Discussion and Decision – Finance

1. Finance Report – Anita Radcliffe, Finance Officer

P) Item for Decision – Manager's Office

1. Request from Town of Belhaven for Inspection Services – Brian Alligood, County Manager
2. BHM Regional Library Agreement – Brian Alligood, County Manager
3. Mid-East FY 2023 SPR Funding Request for Greenway Feasibility Study – Brian Alligood, County Manager
4. Wilkinson Community Event Center Grant Match – Brian Alligood, County Manager

Q) Item for Decision and Discussion – Board of Commissioners

1. BCCC Board of Trustees Appointment – Katie Mosher, Clerk to the Board
2. Request Enforcement of Noise Ordinance – Commissioner Hood Richardson
3. Combating Illegal Drugs in Beaufort County – Commissioner Hood Richardson

R) Commissioner Comments

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

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: 6/6/2022

Agenda Section: Item for Presentation

Presenter: Deloris Creasman, Human Resources

Agenda Title: Service Award Presentations

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

Ryan Davis	Emergency Medical Services	5 Years
Charles Pugh	Water Districts	5 Years
Hollie Acklin	Tax Collector	15 Years

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Presentation

Presenter: Jennifer Ore, Risk Manager

Agenda Title: NC Department of Labor Workplace Safety Awards

Summary of Information: The North Carolina Department of Labor awarded Beaufort County with safety awards to the following departments:

Sheriff's Department – ***First Year, Silver Award***
Emergency Services – ***First Year, Gold Award***
Department of Social Services – ***First Year, Silver Award***
Health Department – ***Third Consecutive Year, Gold Award***
Administrative Offices – ***Sixth Consecutive Year, Gold Award***

Awards were presented and announced at the annual North Carolina Department of Labor Workforce Safety Awards banquet.

Submitter Recommendations/Motions:

Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Presentation

Presenter: Brian M. Alligood, County Manager

Agenda Title: School Security Presentation

Summary of Information: At a previous meeting, the Board of Commissioners asked that the school system provide an update on security measures. Captain Darin Hall with Allied Universal Security and Dr. Cheeseman, Superintendent of Schools, are here to provide an update.

Submitter Recommendations/Motions: Presentation

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Presentation

Presenter: Chairman Frankie Waters

Agenda Title: Resolution Honoring Reverend Robert Cayton

Summary of Information: The Beaufort County Board of Commissioners wish to honor the memory of Reverend Robert B. Cayton with the attached resolution.

Submitter Recommendations/Motions: Staff recommends approving the attached resolution entitled "A Resolution Honoring the Deceased Honorable Reverend Robert B. Cayton".

Attachments:

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A RESOLUTION HONORING
THE DECEASED HONORABLE REVEREND ROBERT B. CAYTON

WHEREAS, the Board of Commissioners of Beaufort County and its citizens lost a dedicated public servant with the death of Reverend Robert Burns Cayton on Sunday, May 8, 2022; and

WHEREAS, Rev. Cayton selflessly served Beaufort County as a Commissioner for eight (8) years, beginning in 2004 through 2012; and

WHEREAS, Rev. Cayton was active in ministry for 51 years in the local, district, regional and general church, feeling a calling to preach the gospel and serve God's people in the local church; and

WHEREAS, Rev. Cayton was active in civic organizations, serving on the Beaufort County Community College Board of Trustees, and spent time championing causes involving agriculture, transportation, rural health issues and economic development; and

WHEREAS, Rev. Cayton carried out his responsibilities as a public servant with a zeal and optimism for which he will be remembered as he sought continuously to make this County a better place to live and work; and

WHEREAS, Beaufort County and its people have benefitted from Reverend Cayton's knowledge, leadership and concern for his fellow citizens, and his contributions will forever serve as an example of untiring and dedicated public service; and

WHEREAS, the Board of County Commissioners is desirous to communicate, in an official way, its deep gratitude for the service of one of its own members, the sorrow at the loss of the member to both his family and the community, and to remember the manner in which he carried himself in his service to the public.

NOW THEREFORE, BE IT RESOLVED that this Resolution be forwarded to the family of Reverend Robert B. Cayton with the expressed sympathy of the members of this Board; and

FURTHER, BE IT RESOLVED by the Beaufort County Board of Commissioners that it hereby expresses its gratitude to those family members for having shared so much of his life with and for the benefit of the people of Beaufort County; and

FURTHER, BE IT RESOLVED that Beaufort County hereby takes pride in honoring the service of Reverend Robert B. Cayton and expresses its appreciation for his many contributions to Beaufort County; and

BE IT FURTHER RESOLVED that it hereby expresses on behalf of the citizens of Beaufort County, deep appreciation, and gratitude for the gifts of time, ability, and commitment given by Reverend Cayton in carrying out the duties of this Board.

Adopted this 6th day of June, 2022.

Frankie Waters, Chairman
Beaufort County Board of Commissioners

Katie Mosher, CMC, NCCCC
Clerk to the Board, Beaufort County

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Public Hearing

Presenter: Brian M. Alligood, County Manager

Agenda Title: Public Hearing - Including Area Within the Corporate Limits of the Town of Bath in County ER Rescue Service District

Summary of Information: This is a public hearing to receive comments from the public regarding including the territory within the corporate limits of the Town of Bath in the ER Rescue Service Tax District (the "District").

The territory within the corporate limits of the Town of Bath is currently served by County EMS services that are funded by tax revenues generated by the District. The tax in the District is $0.05 per $100 of valuation. However, the territory within the corporate limits of the Town of Bath is not included in the District and is not taxed by the County to support the services provided. The Town of Bath currently provides a direct allocation to the County to support services in the Town limits. This allocation is equal to $0.05 per $100 of valuation for property within the corporate limits of the Town.

Per NC General Statute 153A-302, the governing body of a municipality must agree by resolution to allow territory within its corporate limits to be included in a special service tax district. On March 22, 2022, the governing body of the Town of Bath approved a resolution asking that the territory within its corporate limits be included in the District.

Per NC General Statute 153A-302, the required notices regarding this matter have been made. Attached is a copy of the notice. If the Board decides to include the territory in the District, the action will be effective July 1, 2022, and the territory will be taxed as such in the FY 22-23 budget.

Submitter Recommendations/Motions: After receiving public comments, consider including the territory within the corporate limits of the Town of Bath in the ER Rescue Service Tax District effective July 1, 2022.

Attachments:
1. Town of Bath Resolution Requesting Inclusion in ER Rescue Service District
2. Notice of Public Hearing
3. Current ER Rescue Service District Map
4. Proposed ER Rescue Service District Map

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.

TOWN OF BATH

JAMES G. LATHAM, MAYOR

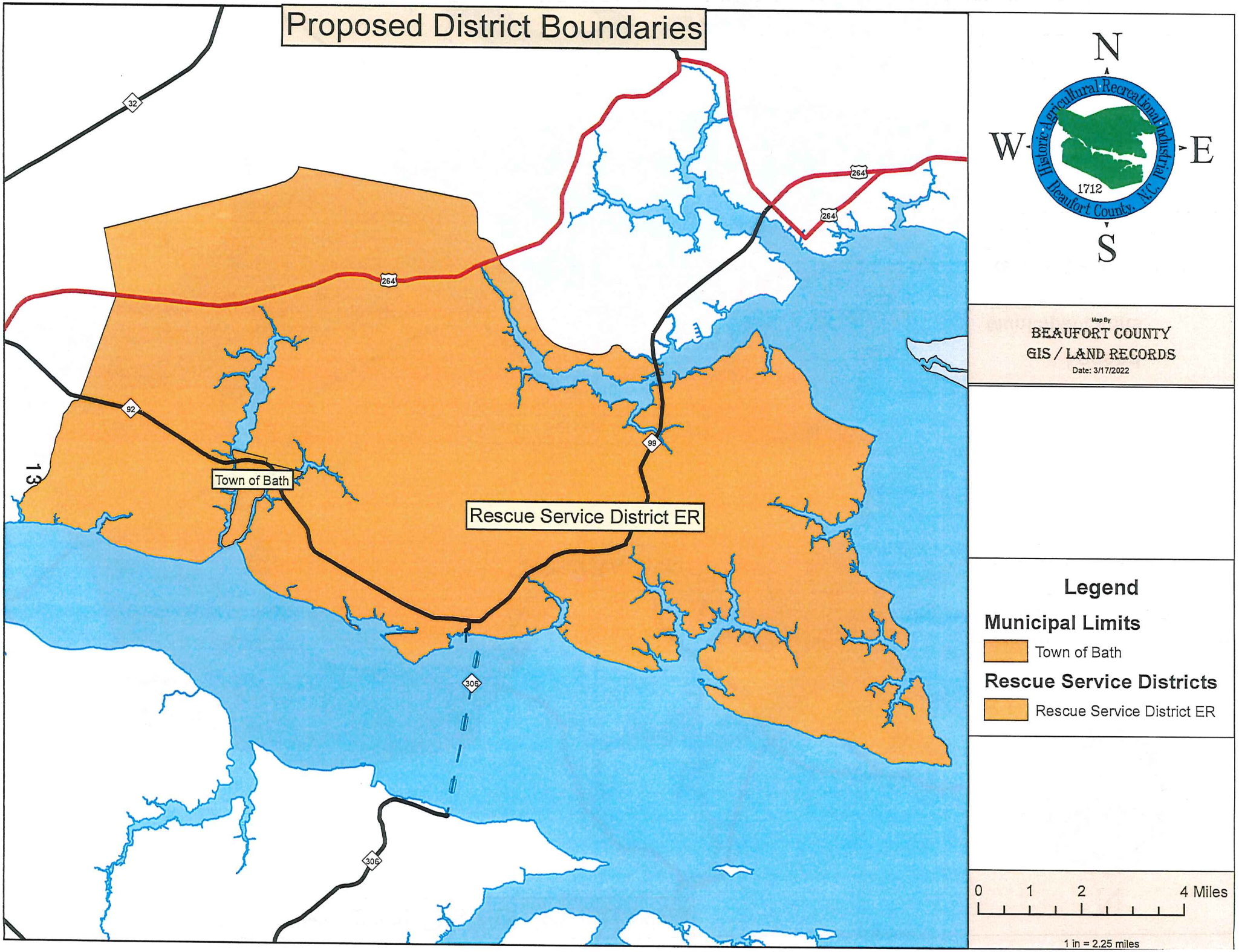
ATTEST:

MARION EDWARD CARSON,
TOWN ADMINISTRATOR

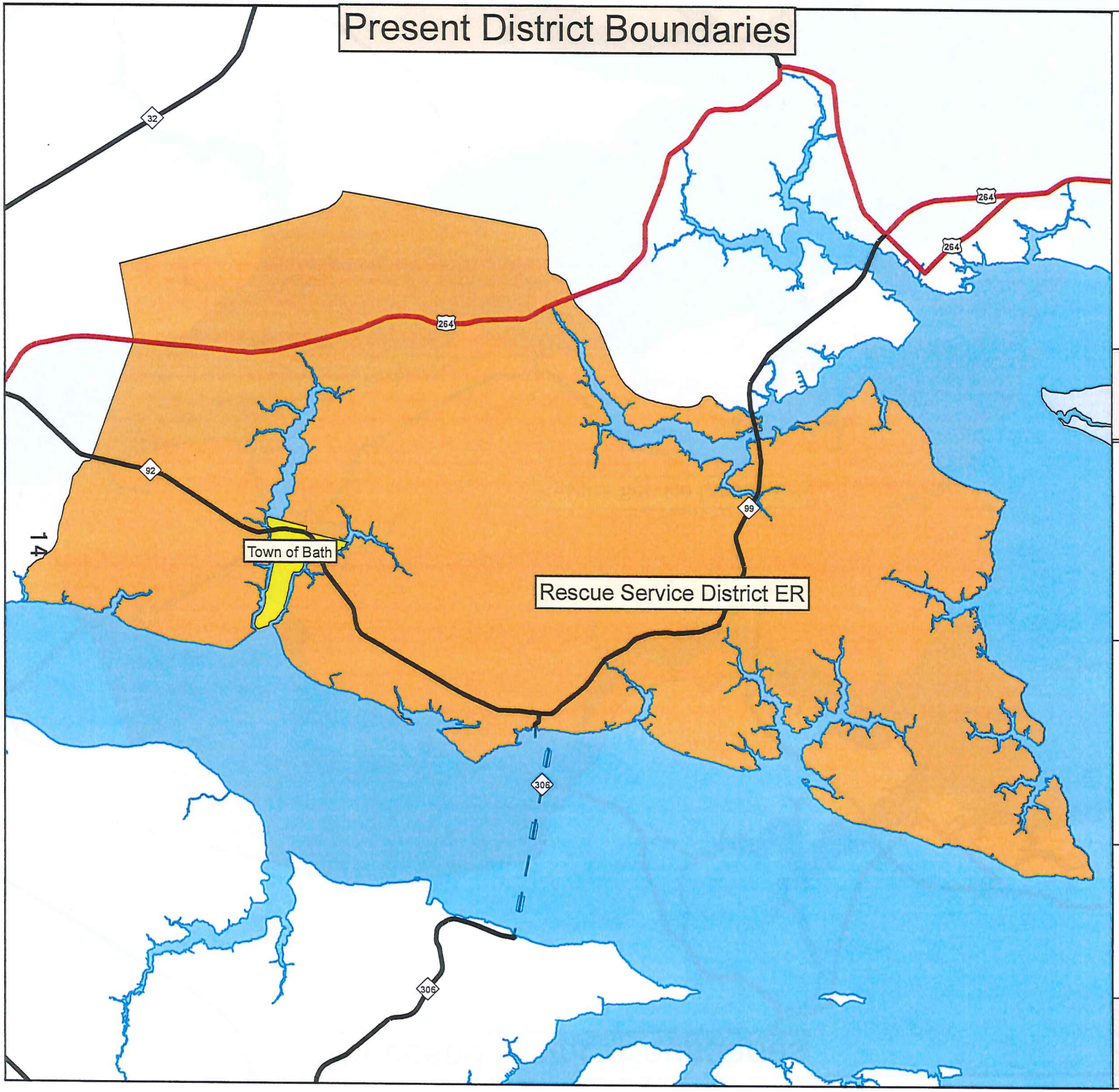
NOTICE OF PUBLIC HEARING

On June 6, 2022 at 5:30 PM, or as soon thereafter as possible, the Beaufort County Board of Commissioners will hold a public hearing in the Beaufort County Commissioners' Meeting Room, located in the Beaufort County Financial Services Building, 136 W. 2nd Street, Washington, NC 27889. The purpose of the public hearing is to receive comments from the public related to including the territory within the Town limits of the Town of Bath in the ER Rescue Service District. A map of the proposed district is included with this notice and the report required by North Carolina General Statute 153A-302(b) is available for inspection in the Office of the Clerk to the Board of County Commissioners, located at 121 W. 3rd Street, Washington, North Carolina, 27889.

Proposed District Boundaries



Present District Boundaries



N

W Historic Agricultural Recreational Industrial E

1712

Beaufort County, N.C.

S

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

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Public Hearing

Presenter: Brian Alligood, County Manager

Agenda Title: Public Hearing - Budget

Summary of Information: This is a public hearing to receive comments from the public regarding the Fiscal Year 2022-2023 Proposed Budget. NC General Statute 159-12(b) requires that "before adopting the budget ordinance, the Board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear."

The Board of Commissioners has completed its budget workshops and has revised the Manager's Recommended Budget.

Submitter Recommendations/Motions: After receiving public comments, consider adopting the FY 22-23 budget ordinance at this meeting or at the special called meeting on June 9, 2022.

Attachments:

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Manager's Budget Message
Fiscal Year 2022-2023
Final Budget

To: The Beaufort County Board of Commissioners

Date: June 6, 2022

The Manager's Recommended Budget was presented on May 16, 2022, budget workshops were held on May 19th, May 24th, May 26th, and May 31st. A public hearing on the budget is being held at the Board's regular meeting on June 6th. This document reflects the adjustments made to the Manager's Recommended Budget during the Board of Commissioners' budget workshops. A summary of these adjustments is below:

General Fund

Revenue:

Available revenue over expenditures FY 22-23 (recurring)	$ 1,022,224
DSS/Health 5% COLA offset from State (recurring)	$ 217,222
DSS remodel for overnight foster care room (one-time)	$ 9,780
Upgrade tax collection CSR position revenue offset (recurring)	$ 150,000
Business personal property audits revenue offset (recurring)	$ 90,000
Upgrade tax assessor CSR position revenue offset (recurring)	$ 10,000
Total	$ 1,499,226

Expansion:

5% Cost of Living Adjustment (recurring)	$ 1,112,536
Economic development Lead for America position (one-time)	$ 10,000
Communications Director position (recurring)	$ 95,240
DSS remodel for overnight foster care room (one-time)	$ 19,560
12 EMS senior paramedics 5% adjustment (recurring)	$ 33,000
Sidney Dive Team additional allocation (recurring)	$ 2,500
Sidney Dive Team equipment training (one-time)	$ 5,000
Upgrade tax collection CSR position (recurring)	$ 3,500
Upgrade tax assessor CSR position (recurring)	$ 3,654
Business personal property audits (recurring)	$ 30,000
Aerial mapping (recurring)	$ 39,354
Chocowinity recreation – ballfield lights (one-time)	$ 10,000
Humane Society of Beaufort County feral cat program (recurring)	$ 10,000
NC Estuarium equipment funding (one-time)	$ 10,000
Aurora Fossil Museum security system funding (one-time)	$ 6,000
PS Jones Alumni Association (one-time)	$ 10,000
2 deputy sheriff positions (recurring)	$ 120,000
Reduce Contingency to balance (recurring)	($ 21,118)
Total	$ 1,499,226

Water Fund

Revenue:		
Increase Use of Fund Balance (recurring)		$ 73,110
	Total	$ 73,110
Expansion:		
5% Cost of Living Adjustment (recurring)		$ 73,110
	Total	$ 73,110

Solid Waste Fund

Revenue:		
Increase Use of Fund Balance (recurring)		$ 2,353
	Total	$ 2,353
Expansion:		
5% Cost of Living Adjustment (recurring)		$ 2,353
	Total	$ 2,353

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

On June 6, 2022 at 5:30 PM, or as soon thereafter as possible, the Beaufort County Board of Commissioners will hold a public hearing in the Beaufort County Commissioners' Meeting Room, located in the Beaufort County Financial Services Building, 136 W. 2nd Street, Washington, NC 27889. The purpose of the public hearing is to receive comments from the public related to including the territory within the Town limits of the Town of Bath in the ER Rescue Service District. A map of the proposed district is included with this notice and the report required by North Carolina General Statute 153A-302(b) is available for inspection in the Office of the Clerk to the Board of County Commissioners, located at 121 W. 3rd Street, Washington, North Carolina, 27889.

Washington Daily News:
May 21, 2022
HEARING

COUNTY OF BEAUFORT, NORTH CAROLINA
FY 2022-2023 BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Beaufort County, North Carolina as follows:

SECTION 1. Appropriations and estimated revenues in the amount of $68,936,979 are hereby adopted in the General Fund for the operation of the county government and all governmental activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

The adoption of the General Fund Budget in the amount of $68,936,979 is hereby distributed amongst the following Functional Areas as indicated below:

• General Government	$ 7,613,303
• Human Services	$18,754,354
• Community Services	$ 1,952,550
• Education	$20,063,591
• Public Safety	$15,207,227
• Debt Service	$ 2,680,747
• Transfers	$ 2,586,325
• Contingency	$ 78,882

SECTION 2. The Sheriff's Office portion of the General Fund Public Safety Functional Area ($10,811,437) is hereby further restricted to the following Functional Operating Areas.

Personnel/Salaries/Benefits	$ 7,555,170
Operating Expenditures	$ 2,856,267
Capital Expenditures	$ 400,000

SECTION 3. The total authorized full-time positions for FY 22-23 is 378 as shown below.

Animal Control	4	Human Resources	3
Building Maintenance	3	Planning	3
County Manager	5	Register of Deeds	5
Economic Development	2	Sheriff	96
Elections	3	Social Services	111
Emergency Management	3	Soil & Water Conservation	2
Emergency Medical Services	34	Tax Assessor	15
Finance	7	Tax Collector	6
Health Department	48	Veterans	1
		Water Department	27

SECTION 4. There is hereby levied a tax at the rate of sixty-two- and one-half cents ($0.625) per one hundred dollars ($100) valuation with $.01 of it designated to be transferred to a Facility/Capital Improvements Fund on property as listed for taxes on January 1, 2022 for the

purpose of raising the revenue listed as "Ad-valorem taxes-2022" in the General Fund. This rate is based on an estimated total valuation of $6,226,103,000 and a collection rate of 98.22 percent for real property and 100 percent for motor vehicles.

SECTION 5. A residential solid waste fee of $175 per year is imposed under NCGS 153A-292 for the fiscal year beginning July 1, 2022 and ending June 30, 2023, on all residences, including mobile homes, single and multi-family dwellings, churches and other non-profit organizations, located in Beaufort County on January 1, 2022. Such fee, to be added to the 2022 property tax bill, is payable in the same manner as property taxes, and, in the case of nonpayment, may be collected in any manner by which delinquent personal or real property taxes can be collected.

SECTION 6. Certain increases in fees and rates are hereby levied for the fiscal year beginning July 1, 2022 and ending June 30, 2023 as shown in the Fee Schedule portion of the appendix contained within the "2022-2023 Beaufort County Annual Budget" document.

SECTION 7. There is also levied a tax of 4.3 cents ($0.043) per $100 valuation effective fiscal year beginning July 1, 2022 on all property in the Chocowinity Township Fire Protection District for fire protection. This rate is based on an estimated total valuation of property for purpose of taxation of $930,516,685 and an estimated collection rate of 98.22 percent. There is appropriated to the Chocowinity Township Fire District the estimated sum of $393,000 for use by the District in such manner and for such expenditures as is permitted by law from the proceeds of this tax and any other revenues otherwise occurring to Chocowinity Fire District.

SECTION 8. There is also levied a tax of 6 cents ($0.0600) per $100 valuation effective fiscal year beginning July 1, 2022 on all property in the Richland Fire and Rescue District for fire and rescue protection. This rate is based on an estimated total valuation of property for purpose of taxation of $1,438,946,583 and an estimated collection rate of 98.22 percent. There is appropriated to the Richland Township Fire and Rescue District the estimated sum of $848,000 for use by the Fire and Rescue District in such manner and for such expenditures as is permitted by law from the proceeds of this tax and any other revenues otherwise occurring to Richland Township Fire and Rescue District.

SECTION 9. There is also levied a tax of 4.1 cents ($0.041) per $100 valuation effective fiscal year beginning July 1, 2022 on all property in the Northside Fire Service District for fire protection. This rate is based on an estimated total valuation of property for purpose of taxation of $2,558,442,719 and an estimated collection rate of 98.22 percent. There is appropriated to the Northside Fire Service District the estimated sum of $1,030,290 for use by the Fire District in such manner and for such expenditures as is permitted by law from the proceeds of this tax and any other revenues otherwise occurring to Northside Fire Service District.

SECTION 10. There is also levied a tax of 5.0 cents ($0.05) per $100 valuation effective fiscal year beginning July 1, 2022 on all property in the Bath Township EMS Service District and within the municipal areas of the Town of Bath for Emergency Medical Services. This rate is based on an estimated total valuation of $884,748,523 and an estimated collection rate of 98.22 percent for purpose of taxation. There is appropriated to the EMS Service District the estimated sum of $434,500 for use by the District in such manner and for such expenditures as is permitted by law from the proceeds of this tax and any other revenues otherwise occurring to Bath Township EMS Service District.

SECTION 11. There is also levied a tax of 5.0 cents ($0.05) per $100 valuation effective fiscal year beginning July 1, 2022 on all property in the Beaufort County Washington Township EMS Service District for Emergency Medical Services. This rate is based on an estimated total valuation of property for purpose of taxation of $431,683,975 and an estimated collection rate of

98.0 percent. There is appropriated to the Beaufort County Washington Township EMS Service District the estimated sum of $212,000 for use by the District in such manner and for such expenditures as is permitted by law from the proceeds of this tax and any other revenues otherwise occurring to the Washington Township EMS Service District.

SECTION 12. There is also levied a tax of 3.5 cents ($0.035) per $100 valuation effective fiscal year beginning July 1, 2022 on all property in the Beaufort County Long Acre Township EMS Service District for Emergency Medical Services *(includes Broad Creek and Pinetown EMS)*. This rate is based on an estimated total valuation of property for purpose of taxation of $901,765,716 and an estimated collection rate of 98.22 percent. There is appropriated to the Beaufort County Long Acre Township EMS Service District the estimated sum of $310,000 for use by the District in such manner and for such expenditures as is permitted by law from the proceeds of this tax and any other revenues otherwise occurring to the Beaufort County Long Acre Township EMS Service District.

SECTION 13. There is also levied a tax of 5.0 cents ($0.05) per $100 valuation effective fiscal year beginning July 1, 2022 on all property in Chocowinity Township and within the municipal areas of the Town of Chocowinity. The rate of 5.0 cents is based on an estimated total valuation of property for purpose of taxation of $1,003,868,866 (Chocowinity Twsp $930,564,040 and Town of Chocowinity $73,304,826) and an estimated collection rate of 98.22%. There is appropriated to the Chocowinity Township Rescue District the estimated sum of $493,000 for use by the District in such manner and for such expenditures as is permitted by law from the proceeds of this tax and any other revenues otherwise occurring to the Chocowinity Rescue.

SECTION 14. There is also levied a tax of 5.0 cents ($0.05) per $100 valuation effective fiscal year beginning July 1, 2022 on all property in the Pantego Township EMS Service District and within the municipal areas of the Town of Pantego for Emergency Medical Services. This rate is based on an estimated total valuation of property for purpose of taxation of $390,551,822 (Pantego Township $372,632,865 and Town of Pantego $17,918,957) and an estimated collection rate of 98.22 percent. There is appropriated to the Pantego Township EMS Service District the sum of $191,800 for use by the District in such manner and for such expenditures as is permitted by law from the proceeds of this tax and any other revenues otherwise occurring to the Pantego Township EMS Service District.

SECTION 15. Appropriations and estimated revenues in the amount of $146,752 are included in the E-911 Services Fund for the operation of E911 activities for the fiscal year.

SECTION 16. Appropriations and estimated revenues in the amount of $65,000 are included in the Drug Seizure Fund for the restricted spending needs of law enforcement support.

SECTION 17. Appropriations and estimated revenues in the amount of $162,050 are included in the Tax Revaluation Fund for setting aside annual appropriations for the octennial revaluation.

SECTION 18. Appropriations and estimated revenues in the amount of $45,000 are included in the Economic Development Fund to pay obligations related to industrial and economic development.

SECTION 19. Appropriations and estimated revenues in the amount of $30,000 are included in the Capital Reserve Fund to set aside funds for the future purchase of new voting machines.

SECTION 20. Appropriations and estimated revenues in the amount of $15,917 are included in the HCCBG-Aging Fund to pay obligations related to the Home and Community Care Block Grant for eligible Beaufort County seniors.

SECTION 21. Appropriations and estimated revenues in the amount of $371,540 are included in the Healthcare Reserve Fund to account for loan payments being received from the General Fund.

SECTION 22. Appropriations and estimated revenues in the amount of $603,275 are included in the Facility/Capital Improvements Fund to account for transfers from the General Fund for the purpose of facility and capital improvements.

SECTION 23. Appropriations and estimated revenues in the amount of $2,322,000 are included in the EMS Special Revenue Fund to account for EMS billing related revenue and expenditures.

SECTION 24. Appropriations and estimated revenues in the amount $36,000 are included in the 4-H Special Revenue Fund to account for Beaufort County Cooperative Extension programs operated out of these accounts include the (1) Beaufort County 4-H Livestock Show and Sale, (2) Summer Camping, (3) 4-H Clubs, and (4) 4-H Programming.

SECTION 25. Appropriations and estimated revenues in the amount $40,000 are included in the Cooperative Extension Special Revenue Fund to account for Beaufort County Cooperative Extension programs operated out of this account include (1) Agriculture Programming, (2) Horticulture Programming, (3) Master Gardeners, (4) Family and Consumer Science Programming.

SECTION 26. Appropriations and estimated revenues in the amount of $165,000 are included in the DSS Representative Payee Special Revenue Fund to be the representative payee for our wards, Special Assistance In-Home clients, and foster children.

SECTION 27. Appropriations and estimated revenues in the amount of $8,368,632 are hereby adopted for the consolidated County Water System for the operations and activities for the fiscal year beginning July 1, 2022.

SECTION 28. Appropriations and estimated revenues in the amount of $4,222,905 are hereby adopted for the County Solid Waste Fund for operations and activities for the fiscal year beginning July 1, 2022.

SECTION 29. Appropriations and estimated revenues in the amount of $ 776,000 are hereby adopted for the Workers Compensation Internal Service Fund to account for payments received from the General Fund and Water Fund that are then used to pay workers compensation claims and establishing a reserve for workers compensation for the fiscal year beginning July 1, 2022.

SECTION 30. Appropriations and estimated revenues in the amount of $603,275 are included in the Capital Facility Improvements Fund for capital facility maintenance and large capital equipment purchases.

SECTION 31. Appropriations may be amended throughout the year as follows. The Finance Officer is hereby authorized to move money within a single department between lines items. The Finance Officer, with the approval of the County Manager, may move money between Functional Areas that does not increase the overall budget. Transfers between Functional Areas must be reported to the Board at their next regularly scheduled meeting. Only the Board may

transfer monies between funds, and the Functional Operating Areas within the Sheriff's Office budget or increase the overall total budget amount.

NORTH CAROLINA
BEAUFORT COUNTY

I, Katie Mosher, Clerk to the Board of Commissioners, do hereby certify that the above is a true and verified copy of a resolution adopted by said Board in session on Monday, June 6, 2022.

_____

Katie Mosher
Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

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

Agenda Title: Public Comments

Name	**Contact Information**

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

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Administration

Agenda Title: Legislative Updates for Elected Officials

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

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Consent

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

Agenda Title: Tax Assessor and Collector 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 refunds.

Attachments:

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Date run: 5/26/2022 8:52:58 AM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction Finance sent Date	Refund(Authorized) Finance sent Date	Refund Amount ($)
879316	SHARON L EVERETT	102 LANDON DR WASHINGTON, NC 27889	Refund on Bill # 0009522778-2020-2020-0000-00	DPCADJ	5/24/2022 7:00:07 PM		204.88
879317	SHARON L EVERETT	102 LANDON DR WASHINGTON, NC 27889	Refund on Bill # 0009522778-2021-2021-0000-00	DPCADJ	5/24/2022 7:00:07 PM		208.00
Total							412.88

North Carolina Vehicle Tax System

April 22-30 2022 Remainder

NCVTS Pending Refund report

Report Date 5/26/2022 8:25:13 AM

Payee Name	Primary Owner	Address 1	Address 3	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
FORBES, WILLIAM CORNELIUS	FORBES, WILLIAM CORNELIUS	866 W MARTIN LUTHER KING	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0063516463-2021-2021-0000-00	Vehicle Sold	04/25/2022	G01	Tax	($219.90)	$0.00	($219.90)
								C01	Tax	($186.47)	$0.00	($186.47)
								C01	Vehicle Fee	$0.00	$0.00	$0.00
											Refund	$406.37
HILL, CAROLYN LEIGHANN	HILL, CAROLYN LEIGHANN	45 WINDLEY RD	WASHINGTON, NC 27889	Adjustment >= $100	Refund Generated due to adjustment on Bill #0066083028-2021-2021-0000	Situs error	04/27/2022	G01	Tax	$0.00	$0.00	$0.00
								C01	Tax	($204.16)	($10.21)	($214.37)
								C01	Vehicle Fee	($5.00)	$0.00	($5.00)
								F63	Tax	$15.79	$0.79	$16.58
								E02	Tax	$19.26	$0.96	$20.22
											Refund	$182.57
PHELPS, CHRISTOPHER HARRELL	PHELPS, CHRISTOPHER HARRELL	106 WOODHAVEN WAY	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0029700013-2021-2021-0000-00	Vehicle Sold	04/22/2022	G01	Tax	($142.87)	$0.00	($142.87)
								F63	Tax	($9.37)	$0.00	($9.37)
								E05	Tax	($8.00)	$0.00	($8.00)
											Refund	$160.24
SUGGS, FRANKIE	HODGES, RICKY DEAN	2424 GRAY RD	CHOCOWINITY, NC 27817	Proration	Refund Generated due to proration on Bill #0064983923-2021-2021-0000-00	Tag Surrender	04/25/2022	G01	Tax	($152.52)	$0.00	($152.52)
								F60	Tax	($10.49)	$0.00	($10.49)
								E12	Tax	($12.20)	$0.00	($12.20)
											Refund	$175.21
WHITFORD, CHRISTOPHER RYAN	WHITFORD, CHRISTOPHER RYAN	PO BOX 1823	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0058673218-2021-2021-0000-00	Vehicle Sold	04/22/2022	G01	Tax	($297.70)	$0.00	($297.70)
								F63	Tax	($19.53)	$0.00	($19.53)
								E05	Tax	($16.67)	$0.00	($16.67)
											Refund	$333.90
											Refund Total	$1258.29

28

North Carolina Vehicle Tax System

May 1 - 24 2022 Refunds

NCVTS Pending Refund report

Report Date 5/26/2022 8:27:30 AM

Payee Name	Primary Owner	Address 1	Address 3	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ALLIGOOD CHURCH OF GOD	ALLIGOOD CHURCH OF GOD	1891 MILL HOLE RD	WASHINGTON, NC 27889	Adjustment >= $100	Refund Generated due to adjustment on Bill #0066616384-2021-2021-0000-00	Exempt Property	05/24/2022	G01	Tax	($228.07)	$0.00	($228.07)
								F63	Tax	($14.96)	$0.00	($14.96)
								E05	Tax	($12.77)	$0.00	($12.77)
											Refund	$255.80
BRW FARMS	BRW FARMS	725 GRIFFIN HODGES RD	WASHINGTON, NC 27889	Adjustment >= $100	Refund Generated due to adjustment on Bill #0060277984-2021-2021-0000-00	Over Assessment	05/09/2022	G01	Tax	($468.75)	$0.00	($468.75)
								F63	Tax	($30.75)	$0.00	($30.75)
								E02	Tax	($37.50)	$0.00	($37.50)
											Refund	$537.00
CADWALLADER, ROBERT FRANCIS	CADWALLADER, ROBERT FRANCIS	100 PERQUIMANS DR	CHOCOWINITY, NC 27817	Proration	Refund Generated due to proration on Bill #0051860390-2021-2021-0000-00	Vehicle Sold	05/19/2022	G01	Tax	($110.73)	$0.00	($110.73)
								F60	Tax	($7.62)	$0.00	($7.62)
								E12	Tax	($8.86)	$0.00	($8.86)
											Refund	$127.21
WAKE COUNTY	PRICE, MICHAEL RAY	301 SOUTH MCDOWELL STREET	RALEIGH, NC 27601	Adjustment >= $100	MICHAEL RAY PRICE, 2015 Ford LGT CONVTNL TK; PFB1860; 1FTEW1EG1FFC67783; $21,430.00	Change of County	05/23/2022	G01	Tax	($133.94)	$0.00	($133.94)
								C01	Tax	($113.58)	$0.00	($113.58)
								C01	Vehicle Fee	($5.00)	$0.00	($5.00)
											Refund	$252.52
ZAKI, NASSER ALEJANDRO	ZAKI, NASSER ALEJANDRO	85 BAY DR	CHOCOWINITY, NC 27817	Proration	Refund Generated due to proration on Bill #0053394979-2021-2021-0000-00	Vehicle Sold	05/09/2022	G01	Tax	($112.87)	$0.00	($112.87)
								F60	Tax	($7.76)	$0.00	($7.76)
								E12	Tax	($9.03)	$0.00	($9.03)
											Refund	$129.66
											Refund Total	$1302.19

29

879323	580532	#####	C9BEATB	00	9265041	REI	#####	233.89
DAVIS, BRUCE	**985 WEST PANTEGO STREET BELHAVEN, NC 27810**				P.v # 7606-44-3117			
878958	580456	5/9/2022	C9BEATB	0000019136-2021-2021-0000-00		REI		$352.59
LASSITER, ADRIAN LEE	**351 LONG RIDGE ROAD PINETOWN BEAUFORT NC 27865**				P.v # 6638653794			
879369	580448	#####	WKINION	0000020766-2018-2018-0000-00		REI		$515.62
STERRENBERG, PETER	**2010 HOLLYWOOD DR GREENVILLE NC 27858**				P.v # 6624-771230			
879369	580448	#####	WKINION	0000003382-2018-2018-0000-00		REI		$103.11
STERRENBERG, PETER	**2010 HOLLYWOOD DR GREENVILLE NC 27858**				P.v # 6624-679109			
879369	580448	#####	WKINION	0009528806-2018-2018-0000-00		IND		$107.67
STERRENBERG, PETER	**2010 HOLLYWOOD DR GREENVILLE NC 27858**				NO P.v #			
879367	580448	#####	WKINION	0000047377-2021-2021-0000-00		REI		$685.00
SALINAS-LOPEZ, ASHLEY	**1159 FREDERICK RD CHOCOWINITY BEAUFORT NC 27817**				P.v # 6589-34-1381			
878995	580448	#####	WKINION	0000020766-2017-2017-0000-00		REI		$113.61
STERRENBERG, PETER JR	**2010 HOLLYWOOD DR GREENVILLE NC 27858**				P.v # 6624-67-9109			
878993	580448	#####	WKINION	0000003382-2017-2017-0000-00		REI		$100.83
STERRENBERG, PETER JR	**2010 HOLLYWOOD DR GREENVILLE NC 27858**				P.v # 6624-67-9109			
878991	580448	#####	WKINION	0009528806-2017-2017-0000-00		IND		$121.82
STERRENBERG, PETER JR	**2010 HOLLYWOOD DR GREENVILLE NC 27858**				NO P.v #			

Over Payments

	878884	580412	5/5/2022	C9BEATB	0009437977-2012-2012-0000-00	RMV		$186.34
LEGGETT, EVA HEWITT 825 BALL ROAD WASHINGTON, NC 27889								
	878703	580406	5/2/2022	KJEFFERSON	0000042315-2021-2021-0000-00	REI		$175.00
COOK, EARL 900 ROSS RD BATH BEAUFORT NC 27808								
878739	580387	5/3/2022	C9BEATB		0009534784-2021-2021-0000-00	REI		184.93
SMITH, JOSEPH ROWLAND JR 6152 CHRISTIAN SCHOOL ROAD PANTEGO BEAUFORT NC 27860								
	878739	580387	5/3/2022	C9BEATB	0000002388-2021-2021-0000-00	REI		$294.56
HUDSON, DANIEL M 1213 BIGGS RD PINETOWN BEAUFORT NC 27865								
877295	580109	#####	C9BEATB	0000021628-2021-2021-0000-00	REI	REI		342.7
BRIGHT, BENNIE G JR 93 HAWKINS DRIVE WASHINGTON BEAUFORT NC 27889								
	877295	580109	#####	C9BEATB	0000030007-2021-2021-0000-00	REI		$234.76
	877295	580109	#####	C9BEATB	0009523065-2021-2021-0000-00	REI		$353.73
NORMAN, LEVIE C 595 NORMAN ROAD BLOUNTS CREEK BEAUFORT NC 27814								
	877216	580109	#####	C9BEATB	0009547595-2021-2021-0000-00	REI		$165.74
	877215	580109	#####	C9BEATB	0009534129-2021-2021-0000-00	REI		$242.00
MONROE, MATTHEW K 156 NJ SCOTT AVE NEW BERN BEAUFORT NC 28560								
878575	580379	FPITTMAN		REI	0000006810-2020-2020-0000-00	REI		164.79
ROBBINS, JOHN THOMAS III 1023 YEATESVILLE RD BATH BEAUFORT NC 27808								

No P.N #

P.N # 6681-37-7642

P.N # 6638-65-5513

P.N # 6526-81-0144

P.N # 6508-39-0689

P.N # None M/H

P.N # 6535-99-4174

P.N # 6678-36-3437

Over Payment

879176	580495	#####	0000042354-2017-2017-0000-00	REI	0000042354-2017-2017-0000-00	REI	-	142
BALL, KAREN KAY PO BOX 1316 WASHINGTON NC 27889					P.I # 5658-67.7302			
879169	580495	#####	0000017901-2017-2017-0000-00	0000017901-2017-2017-0000-00		IND		178.48
WATERS, LATANYA 101 FREDERICK RD CHOCOWINITY , NC 27817					N/A			
879155	580495	#####	0009534822-2017-2015-0000-00	0009534822-2017-2015-0000-00		IND		104.93
REDDICK, BENJI D 200 WEST 16TH STREET WASHINGTON NC 27889					N/A			
879154	580495	#####	0009534822-2017-2014-0000-00	0009534822-2017-2014-0000-00		IND		105.27
REDDICK, BENJI D 200 WEST 16TH STREET WASHINGTON NC 27889					N/A			
879153	580495	#####	0000010183-2017-2017-0000-00	0000010183-2017-2017-0000-00		REI		130.62
REDDICK, BENJI D 200 WEST 16TH STREET WASHINGTON NC 27889					P.I # 5761-46-6661			
878792	580417	5/3/2022	0000002449-2016-2016-0000-00	0000002449-2016-2016-0000-00		REI		120.88
SMITH, TERRY GLENWOOD 661 TURKEY TROT RD #2 WASHINGTON NC 27889					P.I # 6605-11-7171			
878791	580417	5/3/2022	0000002449-2017-2017-0000-00	0000002449-2017-2017-0000-00		REI		434.12
SMITH, TERRY GLENWOOD 661 TURKEY TROT RD #2 WASHINGTON NC 27889					P.I # 6605-11-7171			
878786	580417	5/3/2022	0000016939-2017-2017-0000-00	0000016939-2017-2017-0000-00		IND		178.32
MOORE, LINDA ANN 481 TURKEY TROT #1 WASHINGTON, NC 27889					N/A			
878539	580371	#####	0000018597-2016-2016-0000-00	0000018597-2016-2016-0000-00		REI		146.21
BOWEN, MARIA 15050 HWY 33 EAST BLOUNTS CREEK NC 27814					P.I # 6519-62-7911			
878538	580371	#####	0000018598-2016-2016-0000-00	0000018598-2016-2016-0000-00		REI		286.79
BOWEN, MARIA 15050 HWY 33 EAST BLOUNTS CREEK NC 27814					P.I # 6519-62-7903			

Overpayments

	878530	580371	#####	0009497519-2013-2013-0000-00	0009497519-2013-2013-0000-00	RMV		127.67
ROSSIE, BETHANY LEANNE ROSSIE, BETHANY LEANNE 749 HWY 171 WASHINGTON, NC 27889 N/A								
	878512	580371	#####	0000045245-2017-2017-0000-00	0000045245-2017-2017-0000-00	rei		147.57
CORTES, TOMAS 160 BRADFORD STREET GRIMESLAND NC 27837 P.N # 5655-04-2372.001								

OVERPAYMENTS

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Consent

Presenter: Marty Paramore, Clerk of Court

Agenda Title: Surplus - Clerk of Courts Office

Summary of Information: The Clerk of Courts office is requesting permission to surplus the following items:

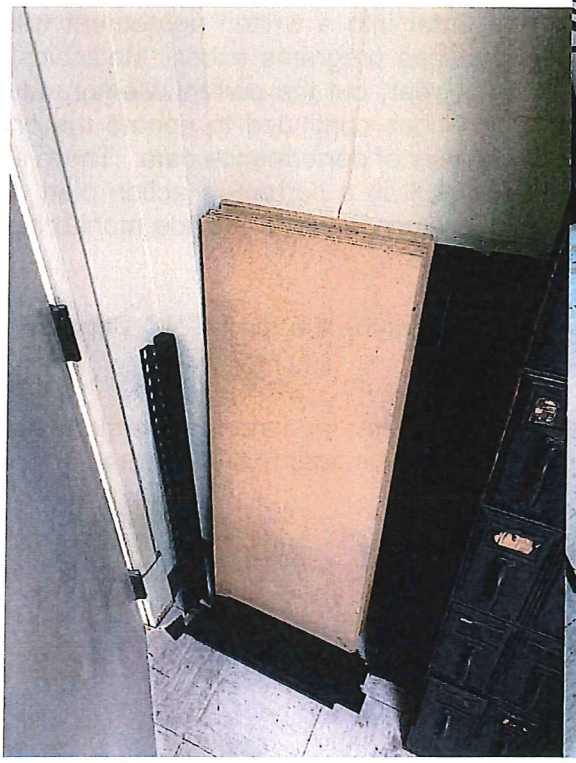
1. 24 filing cabinets
2. 1 large 2 door cabinet
3. 1 table
4. Miscellaneous shelving (4 units)
5. 10 chairs

Submitter Recommendations/Motions: Staff recommends surplus of the above mentioned.

Attachments:









Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Consent

Presenter: Melanie Corprew, DSS Director
Brian Alligood, County Manager

Agenda Title: Memorandum of Understanding (MOU) for DSS/NC DHHS

Summary of Information: On May 20, 2022, pursuant to HB 630/Session Law 2017-41 and North Carolina General Statute 108A-74, the North Carolina Department of Health and Human Services sent the annual Memorandum of Understanding (MOU) to the DSS Director covering the period of July 1, 2022, to June 30, 2024. The law requires each county to enter into a written agreement with the Department of Health and Human Services for all social services programs except Medicaid. The Memorandum of Understanding generally covers a state fiscal year, but the current Memorandum of Understanding will cover the next two fiscal years. NC DHHS has continued to update the original agreement due to feedback from the counties and DHHS's analysis of performance data. There are 16 mandated performance measures that failure to meet could result in a corrective action plan and/or financial penalty and 5 growth measures for which NC DHHS will continue to provide monitoring and ongoing supportive services to assist counties in meeting the measure.

The MOU includes two signature lines for the county and one signature line for the NC Department of Health and Human Services.

Submitter Recommendations/Motions: We recommend that the Memorandum of Understanding (MOU) for July 2022 to June 2024 be approved and that the County Manager and DSS Director be authorized to sign for the county.

Attachments:
1. MOU Cover Letter
2. Beaufort County MOU 2022-2024
3. Performance Measures

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES
Division of Social Services

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
SUSAN G. OSBORNE • Assistant Secretary for County Operations

May 20, 2022

Dear County Manager and County Director of Social Services:

As you know, Session Law 2017-41 requires all counties to enter into an annual written agreement, referred to as a Memorandum of Understanding (MOU), with the Department of Health and Human Services (DHHS) for all social services programs excluding medical assistance (Medicaid). State Fiscal Year (SFY) 2018-2019 was the first year of these agreements.

As COVID-19 has impacted our daily business since March 2020, the leadership in NCDHHS made the decision to not issue formal corrective actions relating to MOU performance during SFY 2019-2020. We know that the focus of all our work has been providing services to the families of North Carolina and you continue to commit to meeting the needs in your communities, because of that the Department chose to not issue a new MOU for SFY 2020-2021 but continued to work with counties to meet or exceed these standards and then issued a new MOU for an effective date of January 1, 2021 through June 30, 2022. NCDHHS again chose not to issue formal corrective actions relating to MOU performance for the period of January 1, 2021 through June 30, 2022. The Department determined that the next MOU would be issued for two years with an effective date of July 1, 2022 to continue through June 30, 2024.

This letter provides an overview of the MOU process for SFY 2022-2023 and SFY 2023-2024.

The Department worked jointly with the NC Association of County Directors of Social Services to vet all measures prior to the finalization for the upcoming MOU, which remains the same from the most recent MOU.

The measures for the 2022-23 and 2023-24 MOU can be found in **Attachment I** of the new MOU and are titled Mandated Performance Requirements. **These are the only measures that will be evaluated as part of the MOU for SFY 2022-2023 and 2023-**

2024 and subject to performance improvement actions.

Attachment II includes information concerning the upcoming Child and Family Services Review Round IV and the measures that will be reviewed by the Administration for Children and Families (ACF) **and will not be included in any corrective action.** Ongoing monitoring **and support activities** will continue as they have in prior years for these measures. We will continue to develop reports and validate data for these remaining performance measures. As always, we will work with the NC Association of County Directors of Social Services and counties to assist with the data validation process.

The goal of this work is not intended in any way to be punitive. NCDHHS will work collaboratively with counties that are having difficulty consistently meeting the measures and provide support using a Continuous Quality Improvement framework.

COVID-19 has changed our world and has had a tremendous impact on the work of human services. We recognize that you are continuing to experience significant increases in requests for the safety net services you provide. We also recognize that during a declaration of emergency, there continues to be barriers that are difficult to overcome in meeting the performance measures outlined in the 2022-23 2022-24 MOU.

Last year the Division formalized ongoing criteria for when a pause of Corrective/Development Plans are implemented. **At this time, we will not issue any corrective action or development plans based on the MOU while North Carolina remains under the Governor's COVID-19 State of Emergency**. In the future the state will consider a pause on issuing a corrective action or development plan on a county by county basis if there is a state of emergency implemented and has an impact on the counties ability to meet their performance requirements (i.e.; a significant hurricane, tornado, etc.). While we will continue to monitor performance and share data with you and provide your team support, there will be no formal performance improvement or corrective actions taken related to MOU performance. We will also hold off publishing the Rylan's Law Dashboard to the public until the emergency declaration is lifted. We will be in discussion with you about developing a joint plan for reinstating these measures once the emergency declaration is lifted.

Several items are included with this letter for your review and information:

- Memorandum of Understanding for SFY 2022-2023 – SFY 2023-2024
- Fact Sheets for each program area that provide information on the measures
- Attachment I - New MOU Performance Measures At-A-Glance
- Attachment II - Child Welfare Performance Measures At-A-Glance

Please take the steps below and return signed agreements to Carla West (carla.west@dhhs.nc.gov) and Melinda Remaley (Melinda.remaley@dhhs.nc.gov) no later than June 30, 2022.

1. On page 6 please add the name and contact person to whom information and notices regarding this agreement should be sent.

2. On page 10 submit this document for signature to the person who the county designates as the signature authority. In case the county elects to have the document co-signed by county leadership and the Department of Social Services director, two spaces for signatures have been provided.

3. Once we receive your returned, signed copy of the MOU it will be submitted to Secretary Kody Kinsley for signature and a signed copy will be returned for your records.

Please note that any signing statement, resolution or other documentation that a County may return to DHHS along with a signed MOU will be deemed separate from the MOU and not incorporated as a part of the MOU. If any documentation is physically affixed to the signed MOU, DHHS may return the MOU to be signed without any affixed documentation. DHHS will review and retain any submissions received from a County and follow up with a County as needed.

Thank you for your ongoing partnership with us in serving North Carolina's citizens with critical services. Please feel free to contact me directly if you have any questions or need any additional information.

Sincerely,

Susan G. Osborne

Susan G. Osborne
Assistant Secretary for County Operations

MEMORANDUM OF UNDERSTANDING

(FISCAL YEAR 2022-23 and 2023-24)

BETWEEN

THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND BEAUFORT COUNTY

A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina General Assembly

This Memorandum of Understanding ("MOU") is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the "Department") and Beaufort County, a political subdivision of the State of North Carolina (hereinafter referred to as the "County") to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a "Party" and collectively as the "Parties."

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2022, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Beaufort County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties Parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The

County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of two years beginning July 1, 2022 and ending June 30, 2024.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

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

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

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

(1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
(2) The Terms of Understanding
(3) Attachment I – Mandated Performance Requirements:
    a. I-A: Energy Programs
    b. I-B: Work First
    c. I-C: Food and Nutrition Services
    d. I-D: Child Welfare – Foster Care
    e. I-E: Adult Protective Services
    f. I-F: Special Assistance
    g. I-G: Child Support Services
(4) Attachment II - Child Welfare - CFSR

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

(1) "County department of social services" also means the consolidated human services agency, whichever applies.
(2) "County director of social services" also means the human services director, whichever applies.
(3) "County board of social services" also means the consolidated human services board, whichever applies.
(4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
(5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further

definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the Parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the Parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Susan Osborne, Assistant Secretary NCDHHS 2417 Mail Services Center Raleigh, NC 27699-2001	Susan Osborne NCDHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Susan.Osborne@dhhs.nc.gov

For Beaufort County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Brian Alligood, County Manager Beaufort County 121 West 3rd Street Washington, NC 27889	Brian Alligood, County Manager Brian.alligood@beaufortcountync.gov Telephone (252) 946-0079 Fax (252) 946-7722

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

(1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.

(2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.

(3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.

(4) The Department shall have the following administrative responsibilities:

a. Staff Training and Workforce Development:

i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.

ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.

iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.

iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.

v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.

b. Performance Monitoring:

i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.

ii. Provide feedback to counties with recommended changes when necessary.

iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.

c. Data Submission:
   i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
   ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
   iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.

d. Communication:
   i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
   ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
   iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
   iv. Provide counties with a timely response to requests for technical assistance or guidance.
   v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
   vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
   vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
   viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.

e. Inter-agency Coordination:
   i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
   ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
   iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.

iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.

(5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

(1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.

(2) The County shall comply with the following administrative responsibilities

a. Staff Requirements and Workforce Development:
   i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.

b. Compliance:
   i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
   ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
   iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.

c. Data Submission:
   i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
   ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
   iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
   iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.

d. Communication:
   i. Respond and provide related action in a timely manner to all communications received from the Department.

ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.

e. Inter-agency Cooperation:
i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
iv. Assist or operate mass shelter operations or other required disaster management responsibilities.

(3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the County have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the Parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive

jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2022 and shall continue in effect until June 30, 2024.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Beaufort County

BY: _____ BY: _____
Name Name

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

2022-23 & 2023-24 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT

PERFORMANCE MEASURES AT-A-GLANCE

ATTACHMENT I

PERFORMANCE REQUIREMENTS:

The Standard Measure is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The County Performance Measure is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The Report of Performance is the period of time in which a County's response to a particular performance requirement is measured and reported.

ENERGY PROGRAMS

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Crisis Intervention Program (CIP) applications, with no heat or cooling source, within one (1) business day from the date of application or date all verification is received, whichever comes first.	The County will process 95% of Crisis Intervention Program (CIP) applications, with no heat or cooling source, within one (1) business day from the date of application or date all verification is received, whichever comes first.	Ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible. 42 USC §§ 8621-8630 10A NCAC 71V .0200	Monthly
2	The County will process 95% of Crisis Intervention Program (CIP) applications, that have heat or cooling source with a past due or final notice, within two (2) business days from the date of application or date all verification is received, whichever comes first.	The County will process 95% of Crisis Intervention Program (CIP) applications, that have heat or cooling source with a past due or final notice, within two (2) business days from the date of application or date all verification is received, whichever comes first.	Ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis. 42 USC §§ 8621-8630 10A NCAC 71V .0200	Monthly

WORK FIRST

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Work First applications within 45 days of receipt.	The County will process 95% of Work First applications within 45 days of receipt.	Ensure that eligible families receive Work First benefits in a timely manner. TANF State Plan FFY 2019-2022 NCGS 108A-31	Monthly
2	The County will process 95% of Work First recertifications within 60 calendar days prior to the last day of the current certification period.	The County will process 95% of Work First recertifications within 60 calendar days prior to the last day of the current certification period.	Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption. TANF State Plan FFY 2019-2022 NCGS 108A-31	Monthly

FOOD AND NUTRITION SERVICES

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of expedited FNS applications within the timeframe that allows the household to have access to the FNS benefits on or before the 7th calendar day from the date of application.	The County will process 95% of expedited FNS applications within the timeframe that allows the household to have access to the FNS benefits on or before the 7th calendar day from the date of application.	Ensure all expedited FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
2	The County will process 95% of regular FNS applications within the timeframe that allows the household to have access to the FNS benefits on or before the 30th calendar day from the date of application.	The County will process 95% of regular FNS applications within the timeframe that allows the household to have access to the FNS benefits on or before the 30th calendar day from the date of application.	Ensure all regular FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter1-2015	Monthly
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Ensure that eligible families have their recertification benefits processed in a timely manner without interruption. 7 CFR § 273.14	Monthly

CHILD WELFARE - FOSTER CARE

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will ensure that 95% of all foster youth have a face-to-face visit with the social worker each month.	The County will ensure that 95% of all foster youth have a face-to-face visit with the social worker each month. Virtual face-to-face visits are allowed during the current state of emergency in response to the pandemic.	Ensure the ongoing safety of children and the engagement and well-being of families. Child and Family Services Improvement Act of 2006 (Public Law 109-288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))	Monthly

ADULT PROTECTIVE SERVICES (APS)

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will complete 85% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment. NCGS 108A-103	Monthly
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation. NCGS 108A-103	Monthly

SPECIAL ASSISTANCE (SA)

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Ensure eligible individuals receive supplemental payments to support stable living arrangements. Timely application processing of SAA benefits is essential to an individual's proper care and treatment. 10A NCAC 71P .0604	Monthly
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Ensure eligible individuals receive supplemental payments to support stable living arrangements. Timely application processing of SAD benefits is essential to an individual's proper care and treatment. 10A NCAC 71P .0604	Monthly

CHILD SUPPORT SERVICES

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	Percentage of paternities established or acknowledged for children born out of wedlock.	The County paternity establishment performance level must exceed 50% at the end of the State Fiscal Year (June 30).	Paternity establishment is an essential component in obtaining and enforcing support orders for children. 45 CFR § 305.33 (b) NCGS 110-129.1	Annual
2	Percentage of child support cases that have a court order establishing support obligations.	The County support order establishment performance level must exceed 50% at the end of the State Fiscal Year (June 30).	A court order creates a legal obligation for a noncustodial parent to provide financial support to their children. 45 CFR § 305.33 (d) NCGS 110-129.1	Annual
3	Percentage of current child support paid.	The County current collections performance level must exceed 40% at the end of the State Fiscal Year (June 30).	The current collections rate is an indicator for the regular and timely payment of child support obligations. 45 CFR § 305.33 (e) NCGS 110-129.1	Annual
4	Percentage of cases received a payment toward arrears.	The County arrearage collections performance level must exceed 40% at the end of the State Fiscal Year (June 30).	Collection of child support has been shown to reduce child poverty rates and improve child well-being 45 CFR § 305.33 (h) NCGS 110-129.1	Annual

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES
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2022-23 & 2023-24 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT

PERFORMANCE MEASURES AT-A-GLANCE

Note: These Performance Measures are not subject to corrective action under 108A-74 for MOU 2022-23 and 2023-24

ATTACHMENT II

PERFORMANCE REQUIREMENTS:

The federal Children's Bureau (CB) is planning to conduct a fourth round of reviews under the Child and Family Services Reviews (CFSR) regulations, beginning in Federal Fiscal Year (FFY) 2022 (October 1, 2021). The purpose of these reviews is to determine compliance with Title IV-B and Title IV-E plan requirements, and in doing so, assess the extent to which federally funded child welfare programs function effectively to promote the safety, permanency, and well-being of children and families with whom they have contact.

The overall goals of the reviews are to:

- Ensure conformity with Title IV-B and Title IV-E child welfare requirements using a framework focused on safety, permanency and well-being through seven outcomes and seven systemic factors;
- Determine what is happening to children and families as they are engaged in child welfare services including the legal and judicial processes; and
- Assist state child welfare systems in helping children and families achieve positive outcomes.*

To this end, the NC Department of Health and Human Services, Division of Social Services is advising counties that since these measures will be included in the Data Review and performance for CFSR Round IV, counties need to continue monitoring and striving to achieve progress toward accomplishing these measures, to ensure that North Carolina can be determined to be in "substantial conformity." In an effort to assist counties in monitoring and achieving these progress measures, please find the following link to data provided by UNC-CH: https://ssw.unc.edu/ma.

*Child and Family Services Review Technical Bulletin #12 Announcement of the CFSR Round 4 reviews, August 2020, Section I. Context and Overview of Next Round of CFSR – Round 4, pp 1-3

CHILD WELFARE - FOSTER CARE

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will initiate 95% of all screened-in reports within required time frames	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment. NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments	
2	For all children who were victims of maltreatment during a 12-month period, no more than 9.1% received a subsequent finding of maltreatment	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm. National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and Title IV-E of the Social Security Act and the Child and Family Services Review.	
3	The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.	DHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home. National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and Title IV-E of the Social Security Act and the Child and Family Services Review.	
4	The County will provide leadership for ensuring that, of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge.	DHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Ensure that children exiting foster care are in stable homes so that they do not re-enter foster care. CFSR: Safety Outcome 1: Children are, first and foremost, protected from abuse and neglect. National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and Title IV-E of the Social Security Act and the Child and Family Services Review.	
5	The County will provide leadership for ensuring that, of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1,000 days of foster care will not exceed 4.1%.	DHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Ensure that children who are removed from their homes experience stability while they are in foster care. CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations. National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.	

CHILD WELFARE AND SOCIAL SERVICES REFORM

LEGISLATIVE REPORT EXECUTIVE SUMMARY

NC Session Law 2017-41, Rylan's Law[1] requires the Department of Health and Human Services (DHHS) to submit *"a plan [to the Joint Legislative Oversight Committee on Health and Human Services] that outlines regional supervision of and collaboration by local social services programs," and also requires DHHS to submit "preliminary recommendations to the Committee ... regarding legislative changes necessary to implement ... a plan to reform the State supervision and accountability for the social services system, including child welfare, adult protective services and guardianship, public assistance, and child support enforcement."*

The recommendations presented by both the Social Services Working Group (SSWG) and the Center for Support of Families (CSF) were carefully analyzed by DHHS and have significantly informed DHHS' recommendations. SSWG and CSF included significant external stakeholder input gathered through surveys and focus groups held across the state in developing their reports. DHHS senior leadership actively participated as members of the SSWG. The Secretary's leadership team, as well as various DHHS division directors and section chiefs, helped to inform the CSF report.

DHHS also considered these goals in developing recommendations:

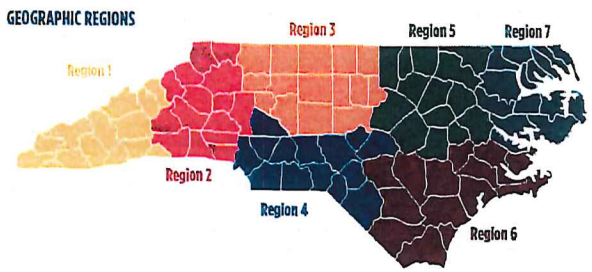
- All North Carolina citizens should have equal access to whole person-centered, high-quality social services.
- North Carolina's social services system should produce better outcomes for the citizens it serves and deliver maximum value to its customers, communities and taxpayers.

Detailed background and justifications for the 14 recommendations can be found in the full report.

A. Geographic Regions

The Department concurs with the recommendations from the SSWG to establish seven regions for regional supervision of county-administered child welfare and other social services. DHHS further recommends that legislation directing the establishment of regions allow for flexibility in determining county placement within regions. This will allow DHHS to make small adjustments as needed based on changes to judicial districts, new county level partnerships, significant population caseload changes, etc.

Among the considerations were ensuring that single counties are not divided by regions and that regions be contiguous. Also considered were total county population, geographic size and not disrupting judicial districts. DHHS supports the SSWG's recommendation for establishing physical offices for regional supervision of child welfare and social services. However, it will take significant time and cost to procure and renovate or build offices. Therefore, DHHS recommends phasing in regional supervision by first establishing virtual regions and using existing community spaces for shared trainings and meetings while the procurement of physical office space is pursued.



[1] NC Session Law 2017-41, Rylan's Law: https://www.ncleg.net/Sessions/2017/Bills/House/PDF/H630v6.pdf

B. Roles, Responsibilities and Staffing for Regional Supervision

Regional offices with be tasked with nine functions to strengthen support and supervision to counties:

1) best practice dissemination,
2) compliance monitoring,
3) fiscal monitoring,
4) integrated data systems and recordkeeping,
5) interagency coordination,
6) policy guidance and technical assistance,
7) quality improvement,
8) staffing standards and support, and
9) training.

Across these nine functions, a total of 40 duties are assigned to the central office in Raleigh and 45 are assigned to regional offices.

Both the CSF and SSWG Stage 1 reports recommended each region be staffed to cover all social services and child welfare areas: *Aging and Adult Services, Child Support Services, Child Welfare Services* and *Economic Services*. DHHS is proposing a staffing structure for regions based on caseloads, complexity of the program, and current staffing and performance.

TABLE 1. PROPOSED REGIONAL OFFICE STRUCTURE

ROLE		# OF POSITIONS
Leadership	Regional Director	1
	Administrative Assistant	1
Aging and Adult Services	Continuous Quality Improvement Specialist	3
Child Support	Continuous Quality Improvement Specialist/Trainer	2
Child Welfare	Continuous Quality Improvement Specialist	3
	Trainer	2
Economic Services	Continuous Quality Improvement Specialist	3
Fiscal Support	Local Business Liaison	2

In addition to the regionally-based positions, DHHS has sought to address the following resource deficiencies identified by CSF: *"There are five primary resource issues that must be addressed in order to successfully reform the current social services system: **inconsistent policy development and dissemination; deficiencies in workforce development in the form of staff training;** a lack of high quality community resources; underserved populations in need of mental health services; and **no easy access to reliable program and performance data ... The need for clear, consistent, accessible and timely policy and training was raised during focus groups, stakeholder interviews and calls, document reviews, and county and state-level conferences and meetings. The need for improved access to high-quality training cut across social services programs and was strongly voiced by counties of all sizes, types, and tier ranking."***

Maximizing efficient use of existing personnel was a top priority in developing the reorganization plan. DHHS conducted extensive analyses which resulted in recommendations to repurpose/redeploy existing central and home-based staff and identify the number of new positions needed.

DHHS recommends repurposing/redeploying 104 existing positions to support regionalization, repurposing/redeploying all managerial staff needed to support regionalization in the central office, and phasing in funding and positions to support 43 new regional and central office staff. DHHS further recommends prioritizing staffing to improve the child welfare system and moving to full implementation of a regional model with offices.

C. Legislative Changes

The proposed legislative actions address preliminary key changes needed to transform our social services and child welfare systems and are responsive to the preliminary recommendations identified in the CSF report and Stage Two of the SSWG report. Examples include:

- Supporting the adoption of the child fatality review process recommendations made by the Child Fatality Review Taskforce.
- Protecting children by enhancing the scope and depth of background checks for employees of child caring institutions, pursuant to the Family First Prevention Services Act.
- Ensuring compliance with the Multi-Ethnic Placement Act to ensure placements for children are not denied or delayed due to race or ethnicity.
- Expanding scholarships for post-secondary education for youth who age out of foster care to include those exiting from the Guardianship Assistance Program.
- Including a statutory provision that offers increased training opportunities for Social Services Boards.
- Conducting a feasibility and cost study of a proposed child support tribunal with dedicated court officers to hear child support matters using quasi-judicial procedures.
- Amending state laws and delegating authority to DHHS and the Social Services Commission to better address conflicts of interest in casework related to services provided by county departments of social services.
- Undertaking a study to address the transferring of adult guardianship cases from DHHS to counties. The study and recommendations should address equitable distribution of slots and funds, capacity needs of counties to manage the cases, as well as any necessary legislative changes.

D. Other Key Enablers of Improved Child Welfare and Social Services

COUNTY STAFFING CAPACITY

Many county departments of social services have significant staff challenges that negatively impact the provision of quality, timely services to citizens. A feasibility and cost study is recommended to establish caseload range guidelines, pay scales, a funding equity formula and salary pool for county child welfare and social services staff.

WORKFORCE DEVELOPMENT, RECRUITMENT AND RETENTION

A competent workforce is essential for improving outcomes for children and families. Counties face significant challenges with recruiting, training and retaining qualified employees at all levels.

To achieve a high-quality social services system with consistent practices across the state, counties need strong leaders committed to developing relationships across county lines, building and supporting excellent staff, and following law and policy closely.

It is recommended that DHHS, in collaboration with the Department of Commerce, the Office of State Human Resources, a state public university partner, and key stakeholder groups, study and recommend a workforce development model for key positions in county departments of social services, regional offices and central offices.

2022-23 & 2023-24 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT

ADULT SERVICES PERFORMANCE MEASURES

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/ Rylan's Law – Session Law 2017-41. The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of six fact sheets describing the 21 performance measures in the 2022-23 and 2023-24 Memorandum of Agreement. The six fact sheets address: 1) Adult Services, 2) Child Support Services, 3) Child Welfare Services, 4) Energy Programs, 5) Food and Nutrition Services, and 6) Work First Services.

Why Were These Adult Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes four Adult Services performance measures: two Adult Protective Services (APS) measures and two State-County Special Assistance measures. Together, these four measures address the immediate safety, ongoing protection from abuse and neglect, and long-term security and well-being of older adults and individuals with disabilities. The goal is to provide services and protections to individuals and families experiencing serious health and safety needs who are not, at least temporarily, able to assist themselves with the goal of helping them return to independent, community living.

BASIS

NC G.S 108A-103 Article 6 requires that an APS evaluation shall be completed within 30 days for allegations of abuse or neglect and within 45 days for allegations of exploitation. NC Administrative Rule: 10A NCAC 71P .0604 requires that applications be processed and a notice approving or denying the application stating the effective date be mailed within 45 calendar days from the date the application form is signed for individuals aged 65 and older, and within 60 calendar days for those younger than 65.

A Closer Look: Adult Protective Services Performance Measures

1. APS evaluations involving allegations of abuse or neglect will be completed within 30 days of the report for 85% of cases.

RATIONALE

Adult Protective Services are considered emergency services that involve cases of irreparable harm and potential for death. NC GS 108a, Article 6, requires that a prompt and thorough evaluation is made of all reports of adult maltreatment and does not allow for the provision of services until the evaluation is completed. Completing the prompt and thorough evaluation is essential to protecting the adult. While state statute does not specify a percentage, 85% was selected because counties encounter extenuating circumstances that preclude them from completing a timely evaluation. Timely completion of 85% of these reports indicates substantial compliance with the statute.

BASIS

State law requires that the director of social services receiving a report that an adult needs protective services make a prompt and thorough evaluation to determine whether the adult needs protective services and what services are needed. By statute, the evaluation shall be completed within 30 days for allegations of abuse or neglect.

- NC State Statute: NC G.S 108A-103

2. APS evaluations involving allegations of exploitation will be completed within 45 days of the report for 85% of cases.

RATIONALE

Protecting a disabled adult from exploitation is critical to ensuring the protection of the adult. The Statute covers exploitation of assets as well as the person. NC GS 108a, Article 6, requires that a prompt and thorough evaluation is made of all reports of adult maltreatment and does not allow for the provision of services until the evaluation is completed. Completing the prompt and thorough evaluation is essential to protecting the adult. The timeframe of 45 days is allowed to ensure collection of necessary financial information in cases of exploitation of assets which often involves court proceedings. Timely completion of 85% of these reports indicates substantial compliance with the statute.

BASIS

State law requires the director of social services to make a prompt and thorough evaluation of any report of potential adult abuse, neglect or exploitation and determine whether an adult needs protective services and what services are needed. The evaluation should be completed within 45 days for allegations of exploitation.

- NC State Statute: NC G.S 108A-103

A Closer Look: State-County Special Assistance Performance Measures

The NCDHHS-County Memorandum of Agreement includes two State-County Special Assistance Measures. These measures address the timeliness in which the County DSS processes applications for State-County Special Assistance (SA), which pays for room and board for low-income individuals needing care in an assisted living facility. NC Administrative Code (10NCAC 71P.0604) sets the timeliness requirement for processing SA applications.

1. The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.

RATIONALE

Individuals in need of placement in an assisted living facility generally require prompt placement to avoid further decline in health or possible harm. State-County Special Assistance (SA) pays for room and board for eligible individuals in a licensed assisted living facility. Timely receipt of these benefits is essential to ensure proper care and treatment. While state rule does not specify a percentage rate, 85% was selected because counties may encounter extenuating circumstances that preclude them from completing a timely determination of eligibility. Timely determination for 85% of applications indicates substantial compliance with the state rule.

BASIS

State administrative rules require that applications be processed and a notice approving or denying the application stating the effective date be mailed within 45 calendar days from the date the application form is signed for individuals aged 65 and older.

- NC Administrative Rule: 10A NCAC 71P .0604

2. The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.

RATIONALE

Individuals in need of placement in an assisted living facility generally require prompt placement to avoid further decline in health or possible harm. State-County Special Assistance (SA) pays for room and board for eligible individuals in a licensed assisted living facility. Eligibility for SA also qualifies an individual to receives Medicaid benefits. Timely receipt of these benefits is essential to ensure proper care and treatment. DSS staff are required to verify several factors to determine eligibility related to income and assets.

While the state rule does not speak to a percentage rate, 85% was selected because counties may encounter extenuating circumstances that preclude them from completing a timely determination of eligibility. Timely determination for 85% of applications indicates substantial compliance with the Rule.

BASIS

State regulations require that applications be processed and a notice approving or denying the application stating the effective date of the payment be mailed within 60 calendar days from the date the application form is signed for individuals younger than 65.

- NC Administrative Rule: 10A NCAC 71P .0604

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2022-23 & 2023-24 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT

CHILD SUPPORT PERFORMANCE MEASURES

Adult Services | Child Support Services | Child Welfare Services | Energy Programs | Food and Nutrition Services | Work First Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/ Rylan's Law - Session Law 2017-41. The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of six fact sheets describing the 21 performance measures in the 2022-23 and 2023-24 Memorandum of Agreement. The six fact sheets address: 1) Adult Services, 2) Child Support Services, 3) Child Welfare Services, 4) Energy Programs, 5) Food and Nutrition Services, and 6) Work First Services.

Why Were These Child Support Measures Selected?

The NCDHHS-County Memorandum of Agreement includes four child support performance measures. The aim of the performance measures is to ensure that child support is a reliable, accessible source of income so that custodial families can become self-sufficient. Studies have shown that policies to collect child support not only increase financial resources to families, but their impact on payments increase visitation and contact between the children and their parents.

BASIS

The Personal Responsibility and Work Opportunity Reconciliation Acts (PRWORA) of 1996, Section 454 of the Social Security Act (42 U.S.C. 654), 42 U.S.C. 658a(b)(6), Public Law 105-200, Section 201, and N.C.G.S. 110-129.1(a)(9) establish guidelines for performance and an incentive system to provide additional payments to any State based on its performance under the program. The Child Support Performance and Incentive Act of 1998 (CSPIA) (Public Law 105-200, Section 201) provides the legal basis for the incentive award system. The purpose of Title IV-D incentives is to reward child support programs for good performance results, while holding these programs accountable for poor performance.

Eligibility for and the amount of incentive funding depends on all of the following:

- The total amount of federal funds that are available for a fiscal year.
- The state performance levels in five program service areas (paternity establishment, support establishment, current support payments, payments toward arrearages, and cost effectiveness). The federal Office of Child Support Enforcement (OCSE) distributes a shared pool of federal incentive funds to the states each year. To receive these funds, states must reach a specific level of performance for each of these program service areas.
- The reliability of the state's data as determined by OCSE's annual Data Reliability Audit (DRA). States must prove that their child support collection data in their computer systems is ninety-five percent (95%) reliable and accurate, based on the DRA (pursuant to 45 CFR 305).
- The relative performance levels of other states.

Each federal fiscal year, 85% of the federal incentive funds is shared with the counties, based on their performance in the program service areas mentioned above. The North Carolina Child Support Services (NCCSS) Central Office retains the remaining 15% to enhance centralized child support services.

Federal Regulations 45 CFR 303.52 require state IV-D programs to develop a standard methodology for the disbursement of incentive funds to the county/local agencies that are designated as the administrators of their child support programs.

NOTE: For 2022-23 and 2023-24, the Child Support MOU measures will be separated from the goals designed to ensure continuous quality improvement of our child support program. All Child Support performance measures will be growth measures.

A Closer Look: Child Support Performance Measures

In accordance with Federal Regulations at 45 CFR 305.2, the federal Office of Child Support Enforcement (OCSE) determines incentive funding for states by measuring performance levels in these four program areas identified below. County performance measures are established not only to ensure that the child support program meets the performance measures set by the federal government, but that the program remains focused on improving the economic self-sufficiency of families with children. Counties falling below the minimum federal performance measure are subject to a corrective action plan.

1. County paternity establishment performance level must exceed 50% at the end of the State Fiscal Year (June 30).

NOTE: For 2022-23 and 2023-24, all Child Support performance measures will be growth measures.

RATIONALE

Paternity establishment is an essential component in obtaining and enforcing support orders for children. The Paternity Establishment Percentage (PEP) is the percentage of children born out of wedlock for whom paternity has been established or acknowledged.

BASIS

Monthly performance is calculated for county/local agencies by determining the number of children in the IV-D caseload who have been born out-of-wedlock and for whom paternity has been established or acknowledged to the total number of children as of the end of the preceding state fiscal year who were born out-of-wedlock. Federal regulations require states to have a 90% minimum PEP rate to earn full incentives and avoid penalties to TANF block grant funding. To be eligible for any portion of the incentive dollars, the applicable percentage must be no lower than 50%.

- Federal Code: 42 U.S.C. 652(g)(1)(A)
- Federal Code: 42 U.S.C. 658a(b)(6)(A)
- North Carolina General Statute: 110-129.1(a)(9)

2. County support order establishment performance level must exceed 50% at the end of the State Fiscal Year (June 30).

NOTE: For 2022-23 and 2023-24, all Child Support performance measures will be growth measures.

RATIONALE

A child support order obligates noncustodial parents to provide financial support for their children and stipulates the amount of the obligation and how it is to be paid. Child support payments enable parents who do not live with their children to fulfill their financial responsibility to them by contributing to the payment of childrearing costs.

BASIS

Monthly performance is calculated for county/local agencies by determining the number of IV-D cases with child support orders as a percentage of their overall caseload. The average of these monthly percentages is

reported at the end of the federal fiscal year. Federal regulations require states to have an 80% minimum of cases under order rate to earn full incentives and avoid penalties to TANF block grant funding. To be eligible for any portion of the incentive dollars, the applicable percentage must be no lower than 50%.

- Federal Code: 42 U.S.C. 652(g)(1)(A)
- Federal Code: 42 U.S.C. 658a(b)(6)(B)
- North Carolina General Statute: N.C.G.S. 110-129.1(a)(9)

3. County current collections performance level must exceed 40% at the end of the State Fiscal Year (June 30).

NOTE: For 2022-23 and 2023-24, all Child Support performance measures will be growth measures.

RATIONALE

The current collection rate is an indicator for the regular and timely payment of child support. Higher rates mean better compliance with the support order and lower accumulation of arrears.

BASIS

"Current support" is the money that is applied to current support obligations and does not include payments toward arrearages. Monthly performance is calculated by determining the amount of current support that is collected as a percentage of the total amount of current support obligations due. The average of these monthly percentages is reported at the end of the federal fiscal year. Federal regulations require states to have an 80% minimum current support collections rate to earn full incentives and avoid penalties to TANF block grant funding. To be eligible for any portion of the incentive dollars, the applicable percentage must be no lower than 40%.

- Federal Code: 42 U.S.C. 652(g)(1)(A)
- Federal Code: 42 U.S.C. 658a(b)(6)(C)
- North Carolina General Statute: 110-129.1(a)(9)

4. County arrearage collections performance level must exceed 40% at the end of the State Fiscal year (June 30).

NOTE: For 2022-23 and 2023-24, all Child Support performance measures will be growth measures.

RATIONALE

Child support collections have been shown to reduce the child poverty rate and improve child well-being. Studies also show that receipt of child support has a positive effect on academic achievement and improves young children's cognitive development.

BASIS

Arrearage collections is the money that was applied to past-due support on cases that have a past-due child support obligation. Federal regulations require states to have an 80% minimum current support collections rate to earn full incentives. To be eligible for any portion of the incentive dollars, the applicable percentage must be no lower than 40%.

- Federal Code: 42 U.S.C. 652(g)(1)(A)
- Federal Code: 42 U.S.C. 658a(b)(6)(D)
- NC General Statute: 110-129.1(a)(9)

2022-23 & 2023-24 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT

CHILD WELFARE PERFORMANCE MEASURES

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/ Rylan's Law – Session Law 2017-41. The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of six fact sheets describing the 21 performance measures in the 2022-23 and 2023-24 Memorandum of Agreement. The six fact sheets address: 1) Adult Services, 2) Child Support Services, 3) Child Welfare Services, 4) Energy Programs, 5) Food and Nutrition Services, and 6) Work First Services.

Why Were These Child Welfare Measures Selected?

The NCDHHS-County Memorandum of Agreement includes six child welfare performance measures. Together, the six measures address the immediate safety, ongoing protection from abuse and neglect, and long-term security and well-being for children entering the state's child welfare system.

BASIS

The federal Child Abuse Prevention and Treatment Act (CAPTA) of 1974 and subsequent amendments provide the foundational guidance for government's role in child protection. CAPTA requires states to identify a minimum set of acts or behaviors that define child abuse and neglect and establish timeframes for responding to reports of abuse and neglect. Other federal law, funding and regulations also govern components of child welfare — for example, both Titles IV-B and IV-E of the Social Security Act (SSA). Title IV-B addresses the provision of child welfare services that can be used for prevention of and response to child abuse and neglect. Title IV-E of the Social Security Act (SSA) focuses on providing safe and stable care for children who are in out-of-home care due to child maltreatment until they can achieve placement permanency by being safely returned home, placed permanently with adoptive families, or placed in other planned arrangements. The Code of Federal Regulations (CFR) Part 45 1357.10 further defines requirements for child welfare services.

FEDERAL COMPLIANCE INSTRUMENTS

The federal Children's Bureau (CB) is planning to conduct a fourth round of reviews under the Child and Family Services Reviews (CFSR) regulations, beginning in Federal Fiscal Year (FFY) 2022 (October 1, 2021). The purpose of these reviews is to determine compliance with Title IV-B and Title IV-E plan requirements, and in doing so, assess the extent to which federally funded child welfare programs function effectively to promote the safety, permanency, and well-being of children and families with whom they have contact.

The overall goals of the reviews remain to:

- Ensure conformity with Title IV-B and Title IV-E child welfare requirements using a framework focused on safety, permanency and well-being through seven outcomes and seven systemic factors;
- Determine what is happening to children and families as they are engaged in child welfare services including the legal and judicial processes; and
- Assist state child welfare systems in helping children and families achieve positive outcomes.*

To this end, the NC Department of Health and Human Services, Division of Social Services is advising counties that since these measures will be included in the Data Review and performance for CFSR Round IV, counties need to continue monitoring and striving to achieve progress toward accomplishing these measures, to ensure that North Carolina can be determined to be in "substantial conformity." In an effort to assist counties in monitoring and achieving these progress measures, check the following link for data provided by UNC-CH: https://ssw.unc.edu/ma.

* *Child and Family Services Review Technical Bulletin #12 Announcement of the CFSR Round 4 reviews, August 2020, Section I. Context and Overview of Next Round of CFSR – Round 4, pp 1-3*

The federal Children's Bureau assesses states for "substantial conformity" with federal requirements for child welfare services through a periodic Child and Family Services Review (CFSR). Federal guidelines define "substantial conformity" to mean the measure is achieved in 95% of cases reviewed. Two relevant tools are used to evaluate state compliance during the CFSR. They are:

- National Standards for State Performance on Statewide Data Indicators: The Data Indicators are aggregate measures, calculated using available administrative data. These measures look at outcomes for children, for example, whether a child is: a victim of child abuse or neglect while in foster care; a repeat victim of abuse or neglect; or able to achieve a permanent home in 12 months.
- The Onsite Review Instrument (OSRI) includes only a limited sample of case reviews, interviews with children and families engaged in services, and interviews with community stakeholders – such as courts, community agencies, foster families, caseworkers, and service providers. The OSRI looks at ***outcomes for children and the type and quality of services children in child welfare services receive***. The OSRI involves an intensive review of small samplings of family case records and looks not only at whether a particular service or action occurred, but whether it was performed in a quality manner. Therefore, the OSRI measures are NOT used as a basis for the NCDHHS County Performance Measures, because data for the Performance Measures must be available for all counties and all cases and recipients of services.

A Closer Look: Child Welfare Performance Measures

1. County will initiate 95% of all screened in reports within required timeframes.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties.

RATIONALE

The intent of this measure is to ensure allegations of child abuse, neglect and dependency are initiated within mandated timeframes. This measure addresses how quickly a "screened in" report of child maltreatment (physical, sexual or psychological abuse, neglect, dependency, or human trafficking) must be followed up on with a full investigation. A "screened in report" means that information gathered in the report of child maltreatment has been determined by a county child welfare intake caseworker and supervisors to meet the legal definition of child maltreatment. That same caseworker and their supervisor will determine the urgency of conducting the investigation depending on the nature and severity of the alleged abuse, neglect, exploitation, or dependency.

BASIS

In North Carolina, the timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, 24 or 72 hours, depending on the severity of the alleged abuse. NC Administrative Rule and the NCDHHS Family Services Manual further define the processes for adhering to the state law.

- NC State Statute: G.S. §7B-302
- NC Administrative Rule: 10A NCAC 70A.0105
- NCDHHS Family Services Manual: Vol 1, Chapter VIII, Section 1408 Investigative and Family Assessments

2. For children who were victims of maltreatment during a 12-month period, no more than 9.1% received a subsequent finding of maltreatment.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties.

RATIONALE

The intent of this measure is to ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm. This measure assesses whether the child welfare agency was successful in preventing subsequent maltreatment of a child if the child was the subject of a substantiated or indicated report of maltreatment.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that the recurrence of substantiated or indicated maltreatment is 9.1% or less.

- National Standards for State Performance on Statewide Data Indicators: pages 3, 4 and 6

3. The county will ensure that 95% of all foster youth have a face-to-face visit by the social worker each month.

NOTE: This is now a Performance Measure.

RATIONALE

The intent of this measure is to ensure the ongoing safety of children and the engagement and well-being of families. Caseworkers meet with children and families to monitor children's safety and well-being; assess the ongoing service needs of children, families and foster parents; engage biological and foster parents in developing case plans; assess permanency options for the child; monitor family progress toward established goals; and ensure that children and parents are receiving necessary services. Federal funding is contingent on the state ensuring that the safety and well-being of children in foster care is assured by a monthly face-to-face visit. Virtual face-to-face visits will count toward this measure as allowed, while this flexibility is allowed by the Administrative for Children and Families during the pandemic.

BASIS

The Child and Family Services Improvement Act of 2006 amended Part B of Title IV of the Social Security Act to require that, "at a minimum ... children are visited on a monthly basis and that the caseworker visits are well-planned and focused on issues pertinent to case planning and service delivery to ensure the safety, permanency, and well-being of the children."

- Child and Family Services Improvement Act of 2006 Section 7 – Monthly Caseworker Standard; revises Section 422(b) of the Social Security Act (42 U.S.C. 622(b))

4. The county will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties.

RATIONALE

The intent of this measure is to ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their homes. Permanency includes discharges from foster care to reunification with a child's parents or primary caregivers, living with a relative, guardianship, or adoption.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that at least 40.5% of all children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.

- National Standards for State Performance on Statewide Data Indicators: pages 3, 4 and 6

5. The county will provide leadership to ensure that of children who enter foster care in a 12-month period and who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, that no more than 8.3% re-enter foster care within 12 months of their discharge.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties.

RATIONALE

The intent of this measure is to ensure that children exiting foster care either through reunification guardianship, or adoption are in stable homes so that they do not re-enter foster care. The measure assesses whether the agency's programs and practice are effective in supporting reunification and other permanency goals so that children do not return to foster care.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that no more than 8.3% of all children who enter into and are discharged from foster care within a 12-month period re-enter foster care within 12 months of their discharge.

- National Standards for State Performance on Statewide Data Indicators: pages 5 and 6

6. The county will provide leadership to ensure that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1,000 days of foster care will not exceed 4.1%.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties

RATIONALE

Research shows that children who experience fewer placement changes are more likely to experience fewer school changes, less trauma and distress, and fewer mental health and behavioral problems. Research also suggests that fewer placements therefore contribute to better academic achievement and lasting positive relationships with an adult. This measure assesses whether the agency ensures that children whom the agency removes from their homes experience stability while they are in foster care.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that of all children who enter foster care in a 12-month period, the average rate of placement moves per 1,000 days of foster care does not exceed 4.1%.

- National Standards for State Performance on Statewide Data Indicators: pages 5 and 6

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2022-23 & 2023-24 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT

ENERGY PROGRAMS PERFORMANCE MEASURES

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/ Rylan's Law – Session Law 2017-41. The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of six fact sheets describing the 21 performance measures in the 2022-23 and 2023-24 Memorandum of Agreement. The six fact sheets address: 1) Adult Services, 2) Child Support Services, 3) Child Welfare Services, 4) Energy Programs, 5) Food and Nutrition Services, and 6) Work First Services.

Why Were These Energy Programs Measures Selected?

The NCDHHS-County Memorandum of Agreement includes two Energy Performance measures. Energy programs help low-income families, seniors and adults with home heating and cooling to protect their health and well-being. These energy programs provide financial assistance so that vulnerable populations in our communities do not have to make difficult choices between heating and cooling their homes or affording other basic necessities such as food, medicine or shelter. Together the two measures address the federal requirements to assist households with the lowest incomes that pay a high proportion of household energy bills.

BASIS

The Federal Low-Income Home Energy Assistance Program (LIHEAP) Statute and Regulations and subsequent amendments provide the foundational guidance for government's role in the administration of the Energy program. The LIHEAP statute was amended in 2005 by Subtitle B of the Energy Policy Act of 2005 (Public Law 109-58) which reauthorized LIHEAP through FY 2007. The LIHEAP statute is codified in the United States Code at:

- 42 U.S.C. § 8621-8630 (2008).

The US HHS regulations for the LIHEAP block grant are found in 45 C.F.R. § 96, Subparts A-F, H. The Administration for Children and Families (ACF) conducts compliance reviews. States determined to be in noncompliance face penalties of repayment of misspent funds and/or withholding of federal funds.

A Closer Look: Energy Programs Performance Measures

1. The County will process 95% of Crisis Intervention Program (CIP) applications, with no heat or cooling source, within one (1) business day from the date of application or date all verification is received, whichever comes first.

RATIONALE

The intent of this measure is to ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible.

BASIS

Federal Code requires that within one business day after a household applies for crisis benefits, the State will provide assistance that will resolve the energy crisis if a household is eligible to receive benefits and is in a life-threatening situation. North Carolina Administrative Code provides regulations on eligibility criteria.

- Federal Regulation: 42 U.S.C. § 8621-8630 (2008).
- NC Administrative Code: 10A NCAC 71V

2. The County will process 95% of Crisis Intervention Program (CIP) applications that have a heat or cooling source disconnect notice within one (2) business days from the date of application or date all verification is received, whichever comes first.

RATIONALE

The intent of this measure is to ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis.

BASIS

Federal Code requires that within 48 hours after a household applies for crisis benefits, the State will provide some form of assistance that will resolve the energy crisis if such household is eligible to receive such benefits and is in a life-threatening situation. North Carolina Administrative Code provides regulations on eligibility criteria.

- Federal Regulation: 42 U.S.C. § 8621-8630 (2008).
- NC Administrative Code: 10A NCAC 71V

2022-23 & 2023-24 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT

FOOD AND NUTRITION SERVICES PERFORMANCE MEASURES

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/ Rylan's Law – Session Law 2017-41. The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of six fact sheets describing the 21 performance measures in the 2022-23 and 2023-24 Memorandum of Agreement. The six fact sheets address: 1) Adult Services, 2) Child Support Services, 3) Child Welfare Services, 4) Energy Programs, 5) Food and Nutrition Services, and 6) Work First Services.

Why Were These Food and Nutrition Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes three Food and Nutrition Services (FNS) performance measures. Research shows that FNS Supplemental Nutrition Assistance Program (SNAP) benefits reduce poverty and food insecurity, and that this leads to improved health and economic outcomes over the long-term, especially for those who receive SNAP as children.

BASIS

The Food and Nutrition Act of 2008 (as amended through P.L.113-79, Effective Feb. 7, 2014) provides the foundational guidance for administration of the FNS program.

FEDERAL COMPLIANCE AND STATE INSTRUMENTS

The USDA is mandated by federal regulations to monitor program administration and operation of the FNS program. Monitoring of the state's compliance is completed through the Management Evaluation process. The Management Evaluation addresses and assesses State agency achievement of program objectives and FNS' strategic performance objectives and priorities.

A Closer Look: Food and Nutrition Services Performance Measures

1. The County will process 95% of expedited FNS applications within the timeframe that allows the household to have access to the FNS benefits on or before the 7th calendar day from the date of application.

RATIONALE

The intent of this measure is to ensure all households which are considered expedited FNS applications are processed within the required timeframe. A food-secure household means that all members of the household receiving FNS benefits have access to healthy and nutritious food to support the health and well-being of the family including children, the elderly and people with disabilities.

BASIS

The State is required to ensure benefits are available to the household no later than thirty (30) calendar days following the date of application. To ensure households are provided with benefits in a timely manner, FNS applications and reapplications must be approved no later than the twenty-fifth (25th) calendar day from the date of the application for regular FNS application and no later than four (4) calendar days for households identified as expedited.

- Federal Regulation: 7 CFR 274.2
- Federal Regulation: FNS 315 Application Time Frames
- Federal Regulation: FNS 320 Expedited Service
- Federal Program Policy: FNS Administrative Letter 1-2015

2. The County will process 95% of regular FNS applications within the timeframe that allows the household to have access to the FNS benefits on or before the 30th calendar day from the date of application.

RATIONALE

The intent of this measure is to ensure all regular FNS applications are processed within the required timeframe. A food-secure household means that all members of the household receiving FNS benefits have access to healthy and nutritious food to support the health and well-being of the family including children, the elderly and people with disabilities.

BASIS

The State is required to ensure benefits are available to the household no later than thirty (30) calendar days following the date of application. To ensure households are provided with benefits in a timely manner, FNS applications and reapplications must be approved no later than the twenty-fifth (25th) calendar day from the date of the application for regular FNS application and no later than four (4) calendar days for households identified as expedited.

- Federal Regulation: 7 CFR 274.2
- Federal Regulation: FNS 315 Application Time Frames
- Federal Regulation: FNS 320 Expedited Service
- Federal Program Policy: FNS Administrative Letter 1-2015

3. The County will ensure that 95% of FNS recertifications are processed within the required timeframes each month.

RATIONALE

The intent of this measure is to ensure that families that were previously determined eligible have their recertification for benefits processed in a timely manner to ensure uninterrupted access to healthy and nutritious food to support the health and well-being of families that continue to be eligible for FNS benefits.

BASIS

In accordance with federal regulation, the State is required to ensure that households who received a notice of expiration and reapplied, receive either a notice of eligibility or a notice of denial no later than thirty (30) days from the last allotment received.

- Federal Regulation: 7 CFR 273.14 Recertification

2022-23 & 2023-24 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT

WORK FIRST SERVICES PERFORMANCE MEASURES

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/ Rylan's Law – Session Law 2017-41. The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of six fact sheets describing the 21 performance measures in the 2022-23 and 2023-24 Memorandum of Agreement. The six fact sheets address: 1) Adult Services, 2) Child Support Services, 3) Child Welfare Services, 4) Energy Programs, 5) Food and Nutrition Services, and 6) Work First Services.

Why Were These Work First Measures Selected?

The NCDHHS-County Memorandum of Agreement includes two Work First performance measures. Together, the two measures assist families in receiving timely benefits to help with reaching their goals of self-sufficiency and reducing the need for public assistance programs. Providing timely assistance to eligible county residents is a provision of the federal block grant funding.

BASIS

Title IV-A of the Social Security Act (SSA) and The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) provide the foundational guidance for the government's accountability in assisting needy families with children. Title IV-A addresses the required submission of a State Plan in which the State program defines timelines for the determination of assistance.

FEDERAL COMPLIANCE INSTRUMENT

The Administration for Children and Families (ACF) assesses states for compliance with federal. Title IV-A of the SSA requires that eligibility determination must be provided in a reasonable and prompt manner (timely). The North Carolina TANF State Plan defines reasonable and prompt manner or timeliness for applications as 45 calendar days from the application date. The timeliness for the recertification for a cash assistance is no later than the last day of the current certification period.

A Closer Look: Work First Services Performance Measures

1. The County will process 95% of Work First applications within 45 days of receipt.

RATIONALE

The intent of this measure is to ensure that families receive the Work First benefits for which they are eligible in a timely manner. Families that participate in the Work First Program rely on this service for cash assistance, job placement, training and education. Timely processing of applications ensures that applicants can access these services quickly and begin to receive services that lead to self-sufficiency.

BASIS

This performance measure determines the state's conformity with Title IV-A of the Social Security Act to provide eligibility determination in a reasonable and prompt manner. NC General Statute and the NC State Plan provide the basis for program policy.

- North Carolina General Statute: NC GS 108A-31
- State Plan: TANF State Plan FFY 2019-2022

2. The County will process 95% of Work First recertifications no later than the last day of the current certification period.

RATIONALE

The intent of this measure is to ensure that families who were previously determined eligible for the Work First program continue to receive assistance and benefits without an unnecessary interruption in their benefits and case work services.

BASIS

This performance measure determines the state's conformity with Title IV-A of the Social Security Act to provide eligibility determination in a reasonable and prompt manner. NC General Statute and the NC State Plan provide the basis for program policy.

- North Carolina General Statute: NC GS 108A-31
- State Plan: TANF State Plan FFY 2019-2022

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Consent

Presenter: Brian M. Alligood, County Manager

Agenda Title: Probation and Parole Office Space Lease Agreement

Summary of Information: Per statute, the County is required to provide no cost office space for Probation and Parole. Attached is a 3-year lease agreement for space in the Courthouse and at the Highland Drive office.

Alternatives: none, required by statute.

Submitter Recommendations/Motions: Approve the attached 3-year lease agreement with the State of NC for Probation and Parole office space.

Attachments:
1. Probation and Parole 3-Year Lease Agreement

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA

BEAUFORT COUNTY **LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the_____day of _____, 2022, by and between **COUNTY of BEAUFORT** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Washington, County of Beaufort**, North Carolina, more particularly described as follows:

Being +/- 435 Net Square Feet of Office Space Located at 112 West 2nd Street, Beaufort County; Washington, North Carolina

Being +/- 1,545 Net Square Feet of Office Space Located at 1308 Highland Drive, Suite 102, Beaufort County; Washington, North Carolina

DEPARTMENT OF PUBLIC SAFETY (Probation and Parole)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) years** commencing on the **1st day of July, 2022** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of June, 2025**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **$1.00** dollar per term to be payable within five (5) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.

C. All utilities except telephone.

D. Parking as available.

E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, ***with the Lessor's prior consent***, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises is destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenantable in whole or in part, during such period of repair if the County can not provide suitable office space the Lessee ***(with concurrence of the County)*** shall have the right to obtain similar office space by lease at the expense of Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rent is insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **121 West Third Street, Washington,North Carolina 27889** and the Lessee **at 3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

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

[remainder of page intentionally left blank - signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

BY: _____ (SEAL)
Joanne Rowland, Director
DPS Purchasing and Logistics

LESSOR: _____ (SEAL)
The County of Beaufort
Brian Alligood, County Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I,_____, a Notary Public in and for the County and State aforesaid, do hereby certify that **BrianAlligood,** personally came before me this day and acknowledged that s/he is the **County Manager**, and that by authority and given as an act of **Beaufort County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

_____
Notary Public

My Commission Expires:

_____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland,** personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

_____
Notary Public

My commission expires August 19, 2024

Beaufort County
Agenda Abstract

Meeting Date: June 6, 2022

Agenda Section: Item for Consent

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: ARPA Budget & Project Amendments

Summary of Information: The following Budget Amendments and Project Amendments are necessary to align the budget with the compliance reporting of ARPA funds, mainly due to the County utilizing the standard revenue loss allowance as provided for in the final rule.

Submitter Recommendations/Motions: Adopt the attached Budget & Project amendments.

Attachments:

Beaufort County Finance

Budget Amendment Request

Department: GF, ARP Special Revenue Fund
ARP Capital Project Fund

Date of Request: 6/6/22

FY Budget: 2021/2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-9800-598180	TRANSFER TO ARP-CPF 180	5,128,034	
10-4310-512100	SALARIES		2,284,022
10-4310-518100	FICA 6.2 %		134,044
10-4310-518300	HOSPITALIZATION EMPLOYEE		252,251
10-4310-518400	MEDICARE 1.45%		31,348
10-4310-518600	LIFE INSURANCE EMPLOYEE		1,133
10-4320-512100	SALARIES		620,235
10-4320-518100	FICA 6.2 %		35,846
10-4320-518300	HOSPITALIZATION EMPLOYEE		66,755
10-4320-518400	MEDICARE 1.45%		8,384
10-4320-518600	LIFE INSURANCE EMPLOYEE		312
10-4390-512100	SALARIES		1,428,489
10-4390-518100	FICA 6.2 %		85,317
10-4390-518300	HOSPITALIZATION EMPLOYEE		159,200
10-4390-518400	MEDICARE 1.45%		19,962
10-4390-518600	LIFE INSURANCE EMPLOYEE		736
80-4680-512150	PUBLIC SAFETY SALARIES	4,332,746	
80-4680-518450	PUBLIC SAFETY BENEFITS	795,288	
80-4680-598180	TRANSFER TO ARP CPF (180)		5,128,034
180-3650-499080	TRANSFER FROM ARP SRF		5,128,034
180-3650-439810	TRANSFER FROM GENERAL FUND	5,128,034	

Department Justification: To adjust appropriations to match compliance reporting using standard revenue replacement module.

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

County Position No. _____

State Position No. _____

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

Beaufort County
Agenda Abstract

Meeting Date: June 6, 2022

Agenda Section: Item for Consent

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Year End Budgerary Transfers

Summary of Information: Transfers of funds between the following departments within the General Fund have been approved by the County Manager and completed without increasing the overall County budget. These reallocations were necessary to ensure budgetary compliance at year end and are being reported to the Board of Commissioner's as authorized in the FY 21/22 Budget Ordinance.

Manager Approved:

Increase Veterans	$ 850
Decrease Social Services	(850)
Increase Emergency Management	15,000
Decrease Medical Examiner	(15,000)
Increase Non-Departmental	95,000
Decrease Education	(95,000)
Total Net Change	0

The following transfer within the Sheriff's Office functional area of operations is needed to ensure budgetary compliance at year end. Additional operational funding in the amount of $110,000 is needed to cover increased fuel costs. The funds will be deducted from the Sheriff's Office salary line-item budget.

Needs Board Approval

Increase Sheriff's Office (Operations)	110,000
Decrease Sheriff's Office (Salaries)	(110,000)
Total Net Change	0

Submitter Recommendations/Motions: Approve the above transfer of funds among departments and functional operational areas within the Sheriff's Office to ensure budgetary compliance at year end.

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Consent

Presenter: Clerk to the Board Katie Mosher,

Agenda Title: JCPC Appointments

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

Committee Position	Name	Title/Agency
School Superintendent	Matthew Cheeseman	Beaufort County Schools
Police Chief	Stacey Drakeford	City of Washington
Local Sheriff	Ernie Coleman	Beaufort County
District Attorney	Seth Edwards	
Chief Court Counselor	James Ward	
Director of DSS	Abby Williams	Beaufort County
County Manager	Brian Alligood	Beaufort County
County Commissioner	John Rebholz	Beaufort County
Juvenile Defense Attorney	Franz Holscher	
Chief District Court Judge	Honorable Regina Parker	
Local Health Director	James Madson/Kim Hough	Beaufort County
Local Parks and Recreation	Teresa Hamilton	City of Washington
Substance Abuse Professional	Anthony Tyre	
Member of the Faith Community	Bishop James McIntyre	

Submitter Recommendations/Motions: Approve appointments to the JCPC as presented to a two-year term.

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

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 29, 2022, special called meeting with the Beaufort County Board of Education and the Regular Session meeting minutes from May 2, 2022, submitted by the Clerk to the Board.

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

Attachments:

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The Beaufort County Board of Commissioners met in joint session with the Beaufort County Board of Education on Friday, April 29, 2022, at 12:00 PM, in the boardroom located at 845 North Pierce Street in Washington, NC with the following present:

Commissioners:

Chairman Frankie Waters
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker

Commissioner Absent:

Vice-Chairman Langley

Staff Present:

Brain Alligood, County Manager
Katie Mosher, Clerk to the Board
David Francisco, County Attorney
Anita Radcliffe, Chief Financial Officer

Board of Education:

Chairman Butch Oliver
Vice-Chairman T.W. Allen
Mr. Michael Bilbro
Mrs. Eltha Booth
Mr. Terry Draper
Mr. F. Mac Hodges
Mrs. E.C. Peed
Mrs. Carolyn Walker
Mr. Terry Williams

School Staff Present:

Superintendent Matthew Cheeseman
Assistant Superintendent Mark Doane
Andrea Lilley, Chief Academic Officer
Tammy Lewis, Chief Finance Officer
Kristen Riddle, Public Information Officer
Lisa Duke, Administrative Assistant

FY '23 Budget Presentation

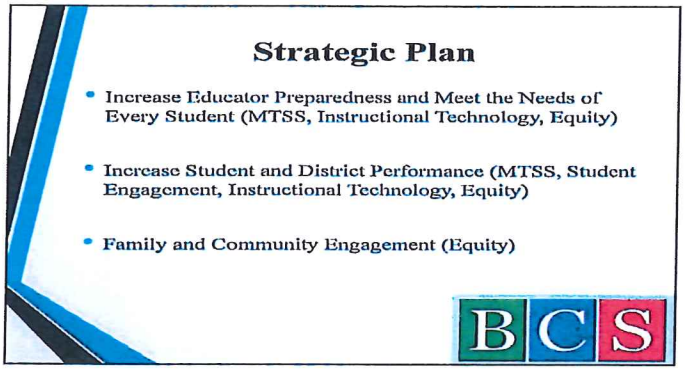
Chairman Waters opened the meeting for the Board of Commissioners.

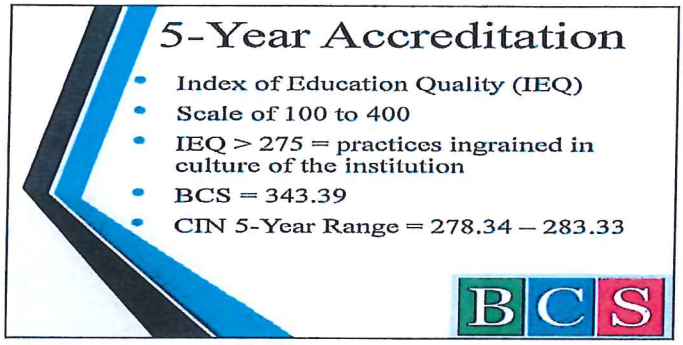
Motion: Commissioner Booth motioned to approve the agenda. Commissioner Walker seconded. The vote was unanimous.

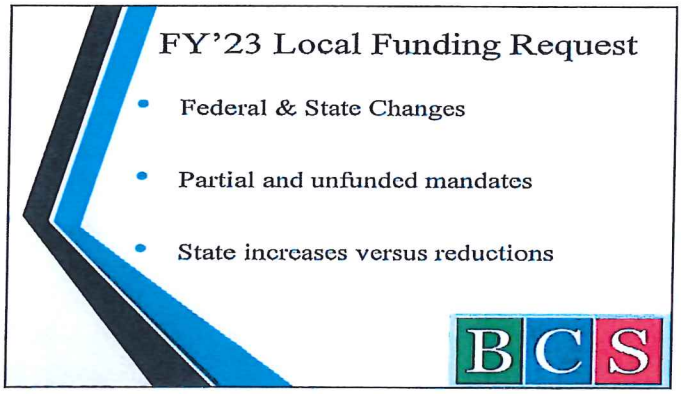
Chairman Oliver opened the meeting for the Board of Education.

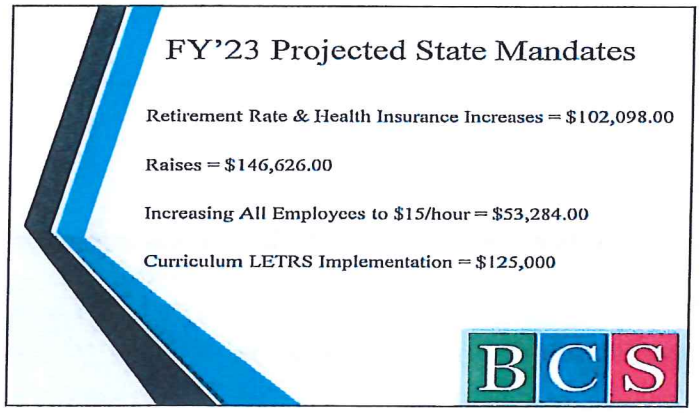
Motion: Mrs. Walker motioned to approve the agenda. Mr. Draper seconded. The vote was unanimous.

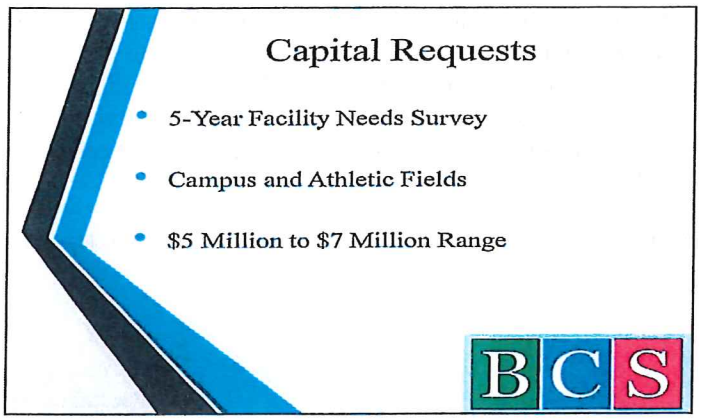
Mr. Matthew Cheeseman welcomed everyone to the meeting. He said we need to talk about where we are now versus where we are moving to in the future and so we, as the Board of Education, Beaufort County Schools have adopted a 5-year strategic plan. He then gave the following presentation:

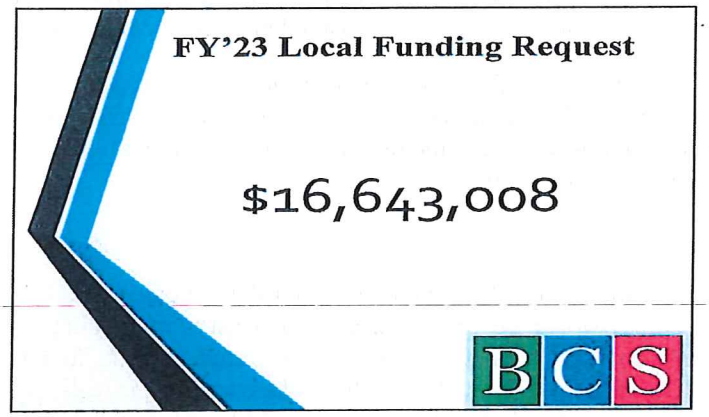












Commissioner Richardson said to go back for a moment, there was a meeting during budget preparations, during that meeting I asked that your budget documents, when they come across, have a list of every employee, their salary, their job title that is paid for with Beaufort County funds and even if it's combined funds I'd like to see the split on those.

Mr. Cheeseman said alternate funding as well.

Commissioner Richardson said yes.

Mr. Cheeseman said okay, I'll get those to you next week.

Commissioner Richardson said that will be your total number of locally paid employees that are within the system.

Mr. Cheeseman said no matter the job title.

Commissioner Richardson said yeah, regardless of what they're doing. He said the other thing, I have a question on this letter's thing. He said I have a serious problem, supposedly we hire professional teachers. He said teaching is, to me, maybe I look at this wrong in my simplified world, can't be that difficult so what is this letters program, what is the training, how many hours, who does the training, who wrote the documents that supposedly teaches, like, the new math.

Ms. Andrea Lilley said we have a presentation to the Board next week on this item and we have an itemized list of all the teachers that are participating in that as well as Pre-K teachers and the community teachers here in town. She said we also have administrators who are a part of this training as well. She said it is a very intense training on how to teach reading and very specific around the science of teaching and the framing and research on that and I can give you all the contact information that you requested in a document.

Commissioner Richardson said how many hours are teachers required to participate in this.

Ms. Lilley said it takes two years for the teachers. She said it's 40 hours each year.

Mr. Cheeseman said it's a state mandated initiative meaning that all 115 public schools are required to participate in it. He said our Board of Education, at one point even considered finding out from the state what would happen if we chose not to participate and that was frowned upon by DPI and so the option from DPI was cohort 1, 2 or 3, meaning you are going to participate in this and to be honest our teachers do actually find it very effective. He said it's great learning for them to work with students now but it's a mandate that's placed down on top of us. He said it's not something that the Board has asked for. He said we even tried to push back a bit because we're in the middle of our own curriculum adoptions, but it became very clear to us that this is a state mandate, and the state of North Carolina expects us to do it.

Commissioner Richardson said so we're taking 40 hours of teaching time each year and we're teaching teachers to teach how to read.

Mr. Cheeseman said yes sir, across all content.

Commissioner Richardson said that just doesn't make sense.

Ms. Lilley said just for sustainability purposes, our beginning teachers, we'll be working with them in the next couple of years, however the university systems have taken over that so in the future our teachers will be prepared before they come to us.

Commissioner Richardson said that was my next question, shouldn't the university system be teaching this and what is happening in the university system that we have teachers that can't teach reading. He said I will tell you this, some of your students lately, I've been teaching them how to form letters. He said do you have the drill where you sit down and, like in second or third grade, and you make a letter, concentrating, you do that drill now.

Ms. Lilley said yes sir.

Mr. Cheeseman said we're trying to walk that back to Pre-K. He said if you really want to look at a state initiative that North Carolina should get behind is universal Pre-K. He said our goal would be for children to at least start reading with understanding by second grade but in fact there are gaps with students who attend Pre-K versus those students who do not so some of the push that counties and Commissioners like yourself could help Boards of Education, like ourselves, is really push back up to the state and our legislatures that universal Pre-K would in fact help all of this. He said let's bring children to school, age 4, get them into school and start them early but yes to your question is yes, we are doing that early on, but it should be even earlier.

Commissioner Richardson said well I don't want to be cantankerous, but I have to say this, how do kids get out of school without learning how to read if they're there 14 years now, within this system. He said I will tell you that I took a recent graduate of yours and I had to demonstrate how, the difference between a 1, a 6, and a 9. He said how does a student get through all of that schooling without some teacher somewhere making sure they know how to form letters. He said I have a problem with this business of this stuff that's handed down from the university system, supposedly teachers that are properly educated can teach students to read and to form letters. He said you don't even need a teaching degree, for crying out loud, to do that so why do we need these programs that supposedly teach us how to teach again. He said it looks to me like the state of North Carolina is wasting an awful lot of money and there's a lot of holes in this whole education system where you've got this stuff going on.

Mr. Cheeseman said I think that goes back to, Commissioner Rebholz, when you talked about the County completing a strategic plan. He said if you're voice as a Commission could help us raise our voice and that type of concern at the state level, you can make that type of change. He said otherwise this Board of Education and all of our educators are going to continue to be at the mercy of the state mandates of this is what you're going to do.

Commissioner Richardson said well, I've said for years that as far as I'm concerned the Department of Education in Raleigh should consist of the state superintendent and their secretary. He said that should be it. He said if the schools don't know how to teach you the bureaucracy in Raleigh is not going to help you.

Mr. Cheeseman said I agree.

Commissioner Richardson said there's some real problems in the system within your standards because you're letting the students get out of school that I'm having to take to teach second and third grade basics. He said how did this happen. He said don't teachers critique the students throughout their entire education on forming letters, making sentences, using commas and

all that sort of stuff. He said don't they get the critique for eleven or twelve years. He said how could you have a student for 14 years that are in the condition that some of the people are in. He said that's just my statement about this. He said there's to much from Raleigh, I agree with you 100%. He said we should be pushing back on Raleigh and the Department of Education up there because I genuinely believe we have the wherewithal and the intellect in the people of Beaufort County to run an education system without any help from Raleigh.

Mr. Cheeseman said we would need your voice, the Commissioners, to help us with that because when this board specifically asked me as the superintendent to ask the question what happens if we don't do letters training, that would put my job in jeopardy, as demonstrated by another county in the northeast when they removed the superintendent. He said any voice that, if we can get together on a strategic plan and really start working together around what our initiatives are then our collective voice would be far greater, so I agree with you in that regard.

Commissioner Richardson said well what we need to be doing is lobbying our legislatures to stop funding the education system in Raleigh. He said just cut it off, that's the head of the snake. He said you can kill it right there.

Commissioner Rebholz said $125,000 to the letters. He said did the state fund that.

Mr. Cheeseman said partially. He said so the state funded a partial amount of "X" number of positions that can be trained and then we had to fund nearly $127,000 more to train the additional amount of people so that $125,000 that's sitting on your page will help us next year with what we predict will be at least $100,000 to sustain it.

Commissioner Rebholz said so that's over and above what the state funded.

Mr. Cheeseman said yeah, so it was a partial funding so when you look at which teachers should receive it and who to exclude our Board did not feel as though teachers should not be excluded if the state felt as though it was such a dire initiative, so the Board spent $127,000 to move it forward this year.

Commissioner Rebholz said so on facilities, the big picture, have we looked at what the long-term needs are going to be in terms of new facilities, replacement facilities, combining facilities, and that type of thing.

Mr. Cheeseman said I've started that conversation yes. He said we're going to need your help with that, and this is why, if you want me to dive into it a little more now I can or if you want me to wait a different day I can but in short my understanding, historically, is that there were three bonds that were still on the table that we're paying, that you're paying.

Ms. Radcliffe said it was refunded last June and now there's two bonds.

Mr. Cheeseman said with that it's my understanding from historical context before you and I arrived is that no consideration would move forward until that was done. He said correct me if I'm wrong but in short, right now we're looking at really, currently sustaining our facilities and moving on in that direction. He said but if you want us to investigate something else we could.

Commissioner Richardson said let me weigh into that. He said the study that was done about the time you came here, I believe.

Mr. Cheeseman said spring of 2019.

Commissioner Richardson said it showed we're grossly overbuilt. He said we grossly overbuilt during that $40 million bond issue that kept coming back and asked for another $8 million. He said your schools are virtually empty. He said I'm not willing to consider capital for another building of any kind.

Mr. Cheeseman said all right, so that would answer your question.

Commissioner Rebholz said that's one vote.

Commissioner Richardson said I may be one vote, but the report is there, and the facts are there because we paid the money to have the study done. He said you need to read the report before you start talking.

Chairman Waters said one of the things, if you go back and look at the numbers that NC State put out and when you look at your enrollment today it almost mirrors that.

Mr. Cheeseman said I understand that.

Chairman Waters said I guess from my standpoint you as a Board, are you looking at closing any schools in Beaufort County.

Mr. Cheeseman said no, not at this time. He said well, let me say this, I can't speak for the Board, for each individual member but I would never walk into the public and talk about consolidation or closure until these two entities had an agreement around a strategic plan of what that looks like three years, five years, ten years from now. He said the reason being is if you're going to build versus if you're going to close and so my experience in Chicago of closing two schools, a high school and Smith Elementary school, what happens in terms of transportation. He said do you want to put a child on the bus for an hour and 45 minutes like I did in Perquimans or do you want the child to still have a 30-minute ride. He said that matters. He said do you want to bus the child all the way from the southeast side of Aurora all the way over here to Chocowinity Middle it's going to take a long time on a bus so the key part of it is this is why I ask that we don't look at it like jellybeans. He said so quality of the student, in terms of their education starts from the moment they wake up, meaning how far do they have to travel and what that looks like so there is no way as the superintendent start a public conversation and use the words consolidation and closure until you as a County Commission had a strategic plan in place for the County and then we as a Board of Education had a strategic plan that modeled on to yours our aligned with yours and then collectively we would apply for state building grants because closure is not going to help students on the far ends of this County. He said to take Northside High School students and roll them to Washington High School is unfair to the far-east student, it's unfair to the northeast student, it's not a good quality of life. He said if you would really like to reduce your student population, announce a closure and all of them will immediately funnel to other counties. He said it's dangerous to use that without a strategic plan there and here that are aligned. He said have we considered it, I'm certain that people have thought about it and talked about it but way to early to even use those words because when I was in Washington County as their CAO in 2013 former superintendent Joseph Davis asked me to look at a new building facility for Washington County and I travelled to Hoke County Schools, reviewed their geothermal school and we came back recognizing that was going to be a $40 million offer. He said at the time in Washington County their tax base was so low that they couldn't qualify for a loan and so you have to look at all those other pieces to it before we can say we just need to close this because building a new structure may be the way to go in the future but there's not a district in this County who wants to be the district that closed, nobody.

Chairman Waters said I would encourage you to go to Longridge Road, go to the County line, the Washington County Line and drive all the way to Bath and see how long it takes.

Mr. Cheeseman said I get it, now imagine doing it on the bus. He said look, I think we're talking in the same direction, but you have to understand the timeline on it. He said in terms of facility use my timeline is now increasing HVAC, increasing chillers, I have the money, I can take it off of your wallet, I can put it right into the federal government's wallet to the state. He said there's no harm in that, they have us the money to do it so there's no harm to you. He said the other part of that too is I have children in schools right now who deserve a high-quality education in the environment they should be in so reducing our capital funding, that might squeeze us to make a decision but at the same time what does that do for your families and children here. He said it prompts them to leave.

Commissioner Walker said concerning that NC State study wasn't there some discrepancies on how some of that data was compounded.
Mr. Cheeseman said yes, 100%.

Chairman Waters said my understanding was it came from the school system; I mean it came from the schools.

Mr. Cheeseman said no.

Commissioner Richardson said they had kind of a cross eyed interpretation. He said at the end of the day when you look at the total classroom size and divide it by the number of students we've got like a 35% to 40% surplus in space. He said that doesn't even get you into the world of overcrowding. He said the truth is Beaufort County could probably handle 12,000 students within the system that we've got today that we're keeping up. He said when the Commissioners allowed unqualified people, I was sitting there and objected to it, to make population projections that's how we got into this, where we are now. He said we're spending a lot of money to heat and cool space that we don't need to be spending for heating and cooling spaces. He said I know, just to say the ugly dirty word about closing Snowden, I have difficulty supporting that because of your argument, it disenfranchises so many families and students who are entitled to a much better quality of life because what people don't realize now is we've got students that spend a lot of time on buses, just like you just said Commissioner, and I'm

not so sure, looking back at consolidation as a concept that consolidation is a good thing or has been a good thing. He said really, if you look at the narcotics problem or the family problems that we have today, caused mostly by drugs and liquor and plainly just people don't care we would be better off if we just had neighborhood schools. He said the whole County would be much better off. He said consolidation hasn't worked, you're just going to have to face it.

Mr. Cheeseman said the great part about Snowden Elementary School, with a leadership change, we had 35, almost 40 new enrollments in that school. He said they're up to about 180 now. He said additionally, with community member Kirk Ryan coming in and looking at Aurora Township Council of adopting a 15-year revitalization plan with a 9-member committee opportunity, they've included us in that and so revitalizing the Town of Aurora in Richland and really bringing that school into a place to be. He said the facility is a great facility, it's a great place for children, that would not be where I would start in terms of ever doing away with a school, definitely not.

Commissioner Walker said I've got one more question, or a concern, accreditation, congratulations on that. He said who paid for that.

Mr. Cheeseman said we paid for that locally.

Commissioner Walker said is that accreditation, the score, is that surrounding counties, are they on that too.

Mr. Cheeseman said each county has their own accreditation cycle and so ours just happens to be aligned to our strategic plan cycle and accreditation means it can be done by the state or it can be done by a third-party company and the third-party company, likely, is a bit more rigorous process. He said so we have to go to a third-party company, which used to be called Advanced Ed and so in short, could you compare numbers versus others, yes, however it's not always apples to apples it's about what you're truly doing most effectively inside the system based off the population in the communities in which you serve. He said for us it's an absolute win that you can talk about in the public.

Chairman Waters said thank you for the information. He said the thing about our job is you guys aren't the only ones asking for more money.

Mr. Cheeseman said I understand and I'm just excited.

Chairman Waters said we have to list it and put it all together and we know what the taxpayers will want is a decrease in taxes.

Mr. Cheeseman said right, which as a taxpayer in Beaufort County I favor but I can also tell you that I really appreciate the fact that all of you have managed your fiscal means very well to recognizing your fund balance and being able to help us get in front of some of our capital plans, I think that would be very helpful to all of us so thanks for the consideration.

Commissioner Booth said I wasn't going to say anything but that's about the fourth time I've heard about fund balance. He said you the reason we've got that credit is because we haven't spent anything, we haven't done anything. He said we've been patching and patching and it's falling down as you patch but I want you to understand you kept saying we've got all this money in fund balance. He said we could spend that in one evening on some of these county buildings that we need to repair.

Mr. Cheeseman said I believe you and that's why the engineer piece, if in fact you felt as though we could combine that opportunity of having an engineer that could work with us, both in the school system and with the County we'd be open to that too Commissioner Richardson.

Commissioner Richardson said I think you need your own engineer. He said sharing engineers doesn't usually work out in situations. He said you've got plenty of work over there for an engineer to do. He said with efficiencies and training people and looking at your system he will be busy.

Mrs. Walker said I know there's concern about the decrease in enrollment and we lost a lot of students during the pandemic. She said some of them, we've lost some just because we had parents who didn't want their kids going where they have to wear a mask. She said we had no control over that, it was mandated by the state, but I can also tell you that as soon as there was any wiggle room in that we were one of the first Boards to make masks optional. She said we were one of the first Boards to bring the kids back, even though it was only part-time but the first day they were back Beaufort County schools brought them back. She said the problem is we didn't get all those students back that left us and went to Terra Ceia, Pungo and Unity Christian, St. Johns and St. Peters. She said we won't get all of them back, but I will tell you we're getting a lot of them back. She said

we got a few back this year, we've had even more. She said I know firsthand one of our local kindergartens had more registrations this year than in the past five years so those parents that said the older sibling, I took to Terra Ceia because she didn't' want to wear a mask but I'm brining her back and she's going to go to John Small and my five-year-old is going to go to Eastern. She said so they're coming back. She said I don't even care the reason, is it because they don't have to wear a mask, I don't' care what their reason is for coming back and I hope we can get as many as we've lost and even more.

Mr. Cheeseman said the other part of that too, Chairman Waters, I know that's a sticking point for you, and I can appreciate it. He said your birth rate in the County is down.

Chairman Waters said absolutely. He said that's a problem that all of us in this room has really got to focus on. He said that's part of the strategic plan.

Mr. Cheeseman said exactly. He said the strategic plan, they key part about it is when we talked about Beaufort County Schools losing students, we really need to make sure that families understand it's not because of a lack of effort from out teachers so when we're communicating that in writing, out in the public, in these side forums, in these side meetings that we're losing students some of your own community members start to lose the belief in the County and in the public school system because you're talking about it in such a way that's positive and more reflective and a manner that doesn't have all the information. He said if we can actually create something in Beaufort County that draws families with their children to us that's going to help us but what the number one thing that stops people is when they see public comments on websites and they see public comments in writing and then right away people think why would I want to be a part of a place that is declining and then they turn the page and they look for the next place they're going to look for. He said so I think if we could all be a little careful about the number, the number is important, but the quality of education is even more important and I think that's really where we need to focus, that quality of education, facility management and use of what we're going to do in 3, 5, 10 years from now. He said all of that is important but if our community continues to see that we lose money every time students leave well they're going to project that their five-year-old, when they're ten, ten-year-old when they're 15, the public schools are just going to keep decreasing money, why would I put my child there to start. He said that's why they roll into these other places. He said now the photo of you on Bath Elementary on reading day is beautiful and so when you make your decisions recognize that every children's, every child standing around you as you posed for that photo reading a book, doesn't care how much their worth at $14,721 in that moment. He said they don't care. He said they love their teacher, they love their community, they love their family, so I just ask that you try to get away from looking at them as jellybeans, counting heads and then cutting us down. He said we'll continue write grants for SRO's to the best of our ability, we'll continue to continue to write grants for all these other opportunities but we have to be really careful about how we speak about it because our community members listen, they read and then they make decisions. He said many of those decisions are people outside the community who see our behaviors in writing and decide I'm not going there.

Commissioner Richardson said one of the things that would help in the community is if the school board took a stronger proactive, positive stand on a lot of these issues that are social issues like do you teach transgender in the schools, do you require students in the first, second, third and fourth grade to define their sexuality. He said your board needs to come out with some strong statements to say we don't do that; we're not having that in our schools, and I think you're sitting there mute on a lot of these issues. He said critical race theory and a lot of other things, you're having to be pushed into doing things that you don't want. He said what will help you with what you're talking about, the image of the education system is for the Board to come out with some strong policies so the community can see how you're running education because these are very negative things to the community.

Mr. Williams said when you said we lost students here or there, all of those things are true but look at the real numbers. He said a lot of things are perception and I don't deal in perception. He said look at real facts and real numbers and I have some here and this is data that is pulled off of current data right through the census that anybody sitting at home that's got a computer can look it up. He said this isn't building a case for anything, this is just saying what we need to understand has been happening because I keep hearing we're losing students. He said yes, the number of students are going down but I keep hearing "WE" are losing students. He said the school isn't losing students, the County is losing people and here's what's going on, these are real facts. He said if you look back at the census the current, we were down 3,107 people in Beaufort County. He said 6.5% on the last one. He said I'm going to give you a couple more figures but stopping right there you probably, a lot of those people also took their children when they left the County. He said I'm pretty sure they didn't leave them here for me to take care of. He said since then, because that's 2020 data, since then you have data that is an estimate from 2021 data where we lost another 184 residents and now they're projecting for July of this year we'll lose another 168 or 170 but my point is this, if you look

inside that data it says that school age children here in this County represented 6,698 in 2020 and will be 6,643 effective coming up. He said now if you take that and look at back at what our current enrollment is, which is 5,944, that means of the kids that are here and available to us, just slightly over 90% are in your public schools but if you look back a few years at the same data, 89%. He said so while the aggregate number has dropped we actually have a higher percentage of kids available to us in our school system. He said that's why it's so important for us to work with these guys and they work for us because it is not your schools losing the kids, the County is losing residents and the kids are going with them. He said that's data that nobody can dispute because it's right here in black and white. He said we've gone from 89% to 90.5% so of the kids that are out there we're getting most of the kids. He said they're coming into our schools, but we can't educate anybody when they move across the state to somewhere else because they need a job, because their parents need a job.

Mrs. Walker said that's where we all need to work together to make sure Beaufort County offers better jobs and offers opportunities to bring these young families here and I appreciate how you all are trying to do that but it's a difficult job.

Mr. Williams said you've got 44,000 people in Beaufort County and currently, I'm sure Mr. Alligood has better information than what I've got but it was on the computer just this morning that said total unemployed in the Cunty was 12,744 and I'm sure that changes just about every day. He said I'm just saying if the opportunities aren't here, and the parents leave the kids are not going to be here for you to educate them. He said whether you add birthrates or not, but you can't educate what you don't have.

Mr. Draper said you probably all know this, but we had to redo our districts in the County. He said Chairman Waters you grew up and live where I live. He said our district for our school board voting people went down 30%. He said my job, I know we haven't lost 30 % of meters on our houses. He said these people are from Raleigh, they don't live here. He said they're paying county taxes, they're paying county water bills, their paying tideland light bill, RiverStreet internet. He said they don't live here and their kids don't go to school here. He said their kids go to school in Wake County or 90% of them and they come here because they're two hours from here. He said we have, the tax base has stayed or gone up but the people left those houses for better opportunities and the Raleigh people are buying those houses to spend weekends. He said you see them.

Chairman Waters said one of the other things that's happened because of the pandemic and people having to be at home and teaching their students, we have a young couple in Bridgewater North, two kids, both work from home and they're both homeschooled. He said these are professional people but I think that everybody in this room has to realize when we go to meetings, and I'm sure you hear it, is there's 80 counties in North Carolina that are having problems with population decline but at the same time we're having new people that come in that have kids that would be in the school system but because of technology and software programs the parents can work from home and they can homeschool.

Mr. Williams said historically, in North Carolina we've hovered around the 88%, 89% 90% so what I'm saying is our numbers simply reflect what happens in the overall county. He said he's right too, nobody's right and nobody's wrong here, I'm just pointing out why the numbers are what they are.

Commissioner Richardson said the real population decreased in Beaufort County and a lot of counties in North Carolina came back in the 90's when Bill Clinton said we need to ship all these industries overseas and we started letting our jobs go out of here. He said the numbers you gave out the people aren't always employed here, and I recall at one time there was 17,000 or 18,000 people employed in Beaufort County. He said that all happened when the textile industry left here and some of these other industries were shipped overseas. He said we need to get those industries back. He said if we get them back they will disburse themselves all over the United States and we'll go back to the growth that we had before but that was a huge political mess. He said we've lost whole industries that have gone overseas, whole capital bases, wealth, and everything else plus the population problem we have today, it all started then.

Commissioner Rebholz said we appreciate the opportunity to do this together. He said we need to build a closer bond so we can work together and not be this. He said we're only going to succeed as a County if we work together and collaborate.

Ms. Walker said I would like to add we need to do this at least once a year.

Commissioner Rebholz said we'd be more than happy to do that.

Commissioner Booth said we used to do that, but something happened along the line. He said what you put on papers is good. He said we can see the problems and where you're headed. He said we used to take tours of the schools so we knew and could see what was needed.

Mr. Cheeseman said now that we've reopened from Covid we can do that.

Chairman Oliver said Mr. Cheeseman or I would be happy to go to the schools with you or anybody any day at any time.

Commissioner Booth said you used to send us an invite.

Motion: Commissioner Booth motioned to adjourn the meeting. Commissioner Rebholz seconded. The vote was unanimous.

Respectfully submitted by:

Kathleen Mosher, CMC, NCCCC
Clerk to the Board

The Beaufort County Board of Commissioner met in regular session Monday, May 2, 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
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker

Commissioner Absent
Vice-Chairman Jerry Langley

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.

Commissioner Rebholz offered the invocation and Commissioner Walker 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

Commissioner Walker asked that an agenda item be added regarding notifying the Commissioner when an incident occurs like what happened in the jail Friday night. He said just add that, I don't think it has to be closed session. He said part of my question got answered earlier today by an email from the County Manager, but I still have another question.

Mr. Alligood said in accordance with the Boards policy if you're going to add an agenda item to the meeting it has to be considered an emergency item and it has to be a super majority of the Board to approve that.

Commissioner Richardson said it is an emergency item.

Motion: Commissioner Walker motioned to approve adding a discussion about notification of the Board of Commissioners when an incident happens relating to County Departments. Commissioner Deatherage seconded. The Vote was unanimous.

Chairman Waters said we'll put it at the end since it's being added.

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

Public Comments

No one asked or signed up to speak.

Legislative Updates for Elected Officials

No elected officials were present this evening.

Reducing Drug Use in our Society and Sentencing Practices

Commissioner Richardson said I put this, I wanted this on the agenda because we are awash in drugs in North Carolina and throughout the United States. He said I'm seeing more and more families that are affected. He said I doubt there's a single family in Beaufort County that has not been affected by the use of illegal drugs. He said whether it's prescription drugs or whether it's the illegal ones. He said some of the conversations I've had with some of the people in the judicial system goes like this, until you make the sentence harsh enough so it's not worth doing the crime you'll continue to have what you have today so with that in mind the County Manager invited the district attorney to come before us and tell us, basically, how the sentencing system works and give us his thoughts or advice. He said with that, I think we're probably ready for the district attorney.

Mr. Seth Edwards said I'll try to be as brief as possible, don't plan to be long, and will do my best to answer any questions that you have but I wanted to give a very brief overview about our sentencing structure in North Carolina. He said prior to 1994 we were under what was called the Fair Sentencing Act. He said all that changed in 1994. He said now we have what's called structured sentencing which is similar to federal sentencing where we have a grid that we use. He said so prior to 1994 you would hear when people received long prison sentences the judge may say 20 years, but they'd be out in two so when structured sentencing came along in 1994 one of the main things they wanted to do was to include what they call truth in sentencing so when the judge says "X" number of months the judge means "X" number of months and that person will serve "X" number of months. He said normally what we have is a minimum and a maximum sentence and it may be a traditional sentence for a Class H felony, a minimum is 6 months and a maximum is of 17 months so if that person goes to prison for that offense they start serving a 17 month sentence but they can, with good time, and gain time and good behavior they can knock time off of that but the law says they have to serve a minimum of 6 months. He said we know there is truth in that so if they say a minimum of six months it's going to be a minimum of six months. He said I think I emailed you a grid, or a chart that the judge has to use now when he or she sentences a person, whether it be probation or whether it be an active sentence.

Drug Trafficking Sentencing (G.S. 90-95(h))

Drug trafficking is not sentenced using the regular Structured Sentencing grid. Instead, a person convicted of drug trafficking must be sentenced as set out below, including the mandatory fine, regardless of his or her prior criminal record.

Offense Class and Minimum Fines for Drug Trafficking

Drug	Amount	Class	Fine (not less than)
Marijuana	In excess of 10 lbs.–49 lbs.	H	$ 5,000
	50–1,999 lbs.	G	$ 25,000
	2,000–9,999	F	$ 50,000
	10,000 or more	D	$200,000
Methaqualone	1,000–4,999 dosage units	G	$ 25,000
	5,000–9,999	F	$ 50,000
	10,000 or more	D	$200,000
Cocaine	28–199 grams	G	$ 50,000
	200–399	F	$100,000
	400 or more	D	$250,000
Methamphetamine	28–199 grams	F	$ 50,000
	200–399	E	$100,000
	400 or more	C	$250,000
Amphetamine	28–199 grams	H	$ 5,000
	200–399	G	$ 25,000
	400 or more	E	$100,000
	4–13 grams	F	$ 50,000

Opium, Opiate, Opioid, or Heroin*	14–27	E	$100,000
	28 or more	C	$500,000
LSD	100–499 units	G	$ 25,000
	500–999	F	$ 50,000
	1,000 or more	D	$200,000
MDA/MDMA	100–499 units/28–199 grams	G	$ 25,000
	500–999 units/200–399 grams	F	$ 50,000
	1,000 units/400 grams or more	D	$250,000
Substituted Cathinones*	28–199 grams	F	$ 50,000
	200–399	E	$100,000
	400 or more	C	$250,000
Synthetic Cannabinoids	In excess of 50–249 dosage units**	H	$ 5,000
	250–1,249	G	$ 25,000
	1,250–3,749	F	$ 50,000
	3,750 or more	D	$200,000

* Effective December 1, 2018. S.L. 2018-44.

**A "dosage unit" is 3 grams of synthetic cannabinoid or any mixture containing such substance.

Minimum-Maximum Sentences for Drug Trafficking Crimes, by Offense Class

	Offense Committed On/After 12/1/2012		Offense Committed Before 12/1/2012	
Class	Minimum	Maximum	Minimum	Maximum
Class C	225 mos.	282	225 mos.	279
Class D	175	222	175	219
Class E	90	120	90	117
Class F	70	93	70	84
Class G	35	51	35	42
Class H	25	39	25	30

He said this chart has been amended a number of times by the legislature but each time it's been amended it didn't increase the punishment, it reduced the punishment. He said in 2011 the legislature passed what's called the Justice Reinvestment Act and it did a number of things in regard to how we sentence habitual felons, it reduced that. He said instead of a person on this chart in the old days, a class I felony may be possession of cocaine or forgery, which is the lowest level of a felony. He said in the old days if you had three or more previous felony convictions that didn't overlap you're called a habitual felon. He said in California they call it Three-Strikes but ours we call a habitual felon and so up to 2011 if a person is convicted of any felony, even if it's a Class I felony for possession of cocaine and they're a habitual felon it automatically went up to a Class C felony, which is serious prison time. He said in 2011 that was changed to if a Class I felon is treated as a habitual felon it only goes up four levels. He said so instead of going up to a C it would go up to a Class E and I think part of the rationale behind that is someone is forging a check or is a drug addict and is possessing cocaine and then, low and behold, they're serving 12 to 15 years and so the legislature felt that was a bit much. He said the other issue with a habitual felon is really, that is a discretion of the DA, it's not an automatic designation so you really have about three groups of prosecutors in North Carolina. He said about a third of them use habitual felons every time they can. He said about a third never use habitual felons and then you have a third that do it on a case-by-case basis depending on all the facts and circumstances and I don't mind telling you I fall in that third group. He said it's not automatic but in appropriate situations we certainly use that. He said I will say, as it relates specifically to drugs, which is the subject of the conversation today, drug trafficking is not under structured sentencing, nor DUI's so every offense in North Carolina is under structured sentencing since 1994, under one of these grids, there's a misdemeanor grid under the felony, except for drug trafficking and DWI's. He said they have their own sentencing laws. He said drug trafficking relates specifically to the weight of the drugs that were found in the possession of the suspect. He said we all, just in layman's terms, will call a drug dealer a trafficker but just by selling, that doesn't make them traffickers. He said it's based on the amount. He said if they are convicted of trafficking, based on the drug trafficking grid, there are mandatory drug trafficking terms. He said there's no probation for drug trafficking. He said for example if a person is convicted of 28 or more grams of cocaine, and trafficking can be by possession. He said they don't have to be the one selling it, they can be driving it through town, that's transportation so if they have 28 grams of cocaine, for example, that is considered a Class G felony and the punishment for that is a minimum of 25 months and a maximum of 51 months so that is active time, no probation. He said there's something in North Carolina, and I think every state has a version of this and it's called substantial assistance. He said that's what a drug dealer or a drug addict is found in possession of some form of drug, and they provide assistance to law enforcement and our law enforcement officials rely heavily on the assistance they receive. He said so sometimes that is,

sometimes their paid, they're flat out paid to do the work and sometimes they work off something with their sentence. He said the one thing I would say to all of you is the trend in North Carolina is certainly not to build more prisons. He said I looked today and since the late 90's the state has closed 60 prisons in North Carolina and what we are taught when we go to conferences is it's a cost measure. He said similar to what you do when you're looking at the costs of how much it costs to keep someone in the Beaufort County jail each day versus how much does it cost to put them on electronic monitoring. He said you find it's a savings to have them on electronic monitoring. He said I saw some statistics today where in North Carolina the average cost to incarcerate a person in prison for a year is over $35,000 and the average cost to have someone on probation for two years is under $2,000 so that's why the legislature is annually trying to find ways to have less people in prison. He said one other thing that I'll say and at any time I'm open to questions that you may have, this chart that I sent you, the felony chart, there's really, down the left side you have to determine what the offense class is.

***** Effective for Offenses Committed on or after 10/1/13 *****

FELONY PUNISHMENT CHART

PRIOR RECORD LEVEL

OFFENSE CLASS	I 0-1 Pt	II 2-5 Pts	III 6-9 Pts	IV 10-13 Pts	V 14-17 Pts	VI 18+ Pts
A	Death or Life Without Parole Defendant Under 18 at Time of Offense: Life With or Without Parole					
B1	A *240 - 300* **192 - 240** *144 - 192*	A *276 - 345* **221 - 276** *166 - 221*	A *317 -397* **254 - 317** *190 - 254*	A *365 - 456* **292 - 365** *219 - 292*	A *Life Without Parole* **336 - 420** *252 - 336*	A *Life Without Parole* **386 - 483** *290 - 386*
B2	A *157 - 196* **125 - 157** *94 - 125*	A *180 - 225* **144 - 180** *108 - 144*	A *207 - 258* **165 - 207** *124 - 165*	A *238 - 297* **190 - 238** *143 - 190*	A *273 - 342* **219 - 273** *164 - 219*	A *314 - 393* **251 - 314** *189 - 251*
C	A *73 - 92* **58 - 73** *44 - 58*	A *83 - 104* **67 - 83** *50 - 67*	A *96 - 120* **77 - 96** *58 - 77*	A *110 - 138* **88 - 110** *66 - 88*	A *127 - 159* **101 - 127** *76 - 101*	A *146 - 182* **117 - 146** *87 - 117*
D	A *64 - 80* **51 - 64** *38 - 51*	A *73 - 92* **59 - 73** *44 - 59*	A *84 - 105* **67 - 84** *51 - 67*	A *97 - 121* **78 - 97** *58 - 78*	A *111 - 139* **89 - 111** *67 - 89*	A *128 - 160* **103 - 128** *77 - 103*
E	I/A *25 - 31* **20 - 25** *15 - 20*	I/A *29 - 36* **23 - 29** *17 - 23*	A *33 - 41* **26 - 33** *20 - 26*	A *38 - 48* **30 - 38** *23 - 30*	A *44 - 55* **35 - 44** *26 - 35*	A *50 - 63* **40 - 50** *30 - 40*
F	I/A *16 - 20* **13 - 16** *10 - 13*	I/A *19 - 23* **15 - 19** *11 - 15*	I/A *21 - 27* **17 - 21** *13 - 17*	A *25 - 31* **20 - 25** *15 - 20*	A *28 - 36* **23 - 28** *17 - 23*	A *33 - 41* **26 - 33** *20 - 26*
G	I/A *13 - 16* **10 - 13** *8 - 10*	I/A *14 - 18* **12 - 14** *9 - 12*	I/A *17 - 21* **13 - 17** *10 - 13*	I/A *19 - 24* **15 - 19** *11 - 15*	A *22 - 27* **17 - 22** *13 - 17*	A *25 - 31* **20 - 25** *15 - 20*
H	C/I/A *6 - 8* **5 - 6** *4 - 5*	I/A *8 - 10* **6 - 8** *4 - 6*	I/A *10 - 12* **8 - 10** *6 - 8*	I/A *11 - 14* **9 - 11** *7 - 9*	I/A *15 - 19* **12 - 15** *9 - 12*	A *20 - 25* **16 - 20** *12 - 16*
I	C *6 - 8* **4 - 6** *3 - 4*	C/I *6 - 8* **4 - 6** *3 - 4*	I *6 - 8* **5 - 6** *4 - 5*	I/A *8 - 10* **6 - 8** *4 - 6*	I/A *9 - 11* **7 - 9** *5 - 7*	I/A *10 - 12* **8 - 10** *6 - 8*

DISPOSITION
Aggravated Range
PRESUMPTIVE RANGE
Mitigated Range

A – Active Punishment I – Intermediate Punishment C – Community Punishment
Numbers shown are in months and represent the range of minimum sentences

Revised: 09-09-13

He said Class A being first degree murder, Class I being the lowest felony in North Carolina. He said the second part of the equation is what is their prior record level. He said for prior convictions they are assigned a certain number of points so the worst your record is the further to the right you move on this chart and the numbers get higher. He said the overwhelming majority of convicted felons in North Carolina are, over many years, fall into the H and I felony box so the bottom two felonies are the majority of convicted felons that we have in our state and over 50% of them are in prior record level 1 or 2. He said in other words, when you look at the bottom left corner of this chart those numbers are not very big

as far as terms of months so most of the people that are convicted of those offenses are not going to prison and even if they do go to prison it's not for very long. He said it's been my experience that every so often a kingpin comes into the court system and if they are truly a kingpin the federal authorities are involved and if it is truly a kingpin that's moving big weight then they are getting convicted of trafficking, they are getting active sentences, they are not getting out on probation. He said most of the drug dealers that we see day in, and day out are selling to support their own habit. He said there's very few that are sitting over in the corner and just dealing out drugs and not doing it themselves. He said I tried a second-degree murder last year; it was an overdose case where two young people died. He said they thought they were snorting cocaine, but it was heroine with fentanyl, and it killed them immediately. He said the drug dealer in that case was one of those. He said all the evidence was he'd come down from Charlotte on the weekends, he'd sit over in the corner and sell all night long. He said he never did the heroine, he never did the cocaine, he might drink a little bit but that was it, so it was his business, but those type cases are fairly rare. He said that's been my experience. He said it's more the dealers are selling to support their own habit. He said I can think of one right now who's case is pending so I'm not going to call his name but he's one that's exactly why I'm here today. He said he has sold drugs for the last 25 years. He said he'll do a short prison sentence; he'll get out and he keeps selling. He said we catch him again and it happens all over again so now this particular person, we finally got him for habitual felon and one way or another if everything goes as it should he's going to be gone for a while. He said it is a very difficult problem we face, and I think it's very appropriate and you're asking the right questions. He said I will say, I often say this in jest but if I knew the answer to this I wouldn't be the district attorney I'd be the president. He said it's that big of a dilemma and there's certainly things we can improve on but it's a tough question, especially now there's a national trend pulling more towards the treatment side of this, as opposed to the so-called War on Drugs.

Commissioner Deatherage said are you seeing any additional fentanyl coming into the County.

Mr. Edwards said yes.

Commissioner Deatherage said what percent are you seeing it in terms of relative percentage over, say, a year ago.

Mr. Edwards said I have seen it, it has increased, I can't give you the math, but it has increased quite a bit throughout the pandemic. He said why that is, I don't really know but we're seeing it more and more and this trial I referenced in Hyde County, I had the toxicologist from the North Carolina Examiners office testify and what he said is now a days what you call heroine, he looked at me and said it's not your father's heroine. He said he looked at me and those were his exact words on the stand. He said then he said now a days it's all fentanyl, they call it heroine, but it has nothing to do with the poppy plant that comes from South America. He said it is strictly being marketed as heroine, but it is 100% fentanyl, which we all know is 100 times more addictive than morphine and so it's just a very dangerous thing. He said the other thing this toxicologist said was that he's seeing more and more of people who get out of prison that were drug addicts, maybe they were selling but they get out and the day they get out they go back to using these same drugs and because they've been in prison they have no tolerance. He said so they're using the same amount as before they went in and they're dying that very day. He said we had someone last week in superior court, we had a gentleman that pled guilty, received probation and supposedly that day he got out and with his girlfriend he overdosed. He said he had been in jail for a couple of months, his tolerance was down, and it almost killed him and we're seeing that a lot.

Commissioner Deatherage said so just to summarize, you're seeing more fentanyl but you're also seeing the total masking of the heroine epidemic, which was terrible, being replaced by fentanyl but still cloaked as heroine.

Mr. Edwards said yes.

Commissioner Deatherage said in other words the fentanyl is maybe overwhelming as it's replaced heroine.

Mr. Edwards said it is and the toxicology, the sad thing about it is the drug user that's buying it knows that it's fentanyl. He said they're not even fooled by the fact that they think it's heroine. He said back in the 70's heroine might have been 15% pure and then over the years the purity of that drug kept increasing and now they just, the drug dealer, and the fentanyl is supposedly coming from China, manufactured through Mexico and then into the United States and it's just tearing us up.

Commissioner Deatherage said thank you, you answered my third question.

Mr. Edwards said I will say something I'm shocked by. He said I was surprised to see this statistic for fiscal year 20/21, the top felony conviction in North Carolina was possession of methamphetamine. He said second was possession of firearm by a felon, breaking and entering, obtaining property by false pretense and felony by larceny. He said all of those, except the firearm by a felon are all drug related. He said you think about the people who break into homes and steal stuff, they'll take it to the pawn shop and represent they own it, but they don't, that's obtaining property by false pretense. He said all of that is substance abuse related. He said then you have firearms by a felon are usually the drug dealers carrying the firearms. He said the federal authority, if they get that kind of case in a project safe neighborhood, when there's convicted felons with guns sometimes they come in and take those cases because they can really hammer them.

Commissioner Richardson said all of the things that you have said today just reinforce my thinking on this. He said that is we have a system that is permissive towards drugs and it's becoming more permissive simply because the taxpayers, well the politicians think the taxpayers don't want to build more prisons. He said I would like for us to move, this Board and all the help we can get, towards taking a look at the sentencing structures for drugs, focusing on anybody who exchanges drugs for money. He said I'm not talking about the daily user; I have some sympathy for the user but not much. He said folks who are exchanging money for drugs. He said it doesn't matter about the quantity and that they get a harsh, hard sentence and we approach, part of this is that we lobby the legislature and build another prison and they go up for a long enough time that it's not worth the time. He said the judges that I've talked to all say the same thing as soon as the penalty gets harsh enough they won't be selling drugs because they know they're out of circulation if they get caught. He said we have a permissive system. He said the cannabis thing is nothing in the world but a big lie on the public that this stuff doesn't hurt you. He said I haven't seen a doctor yet that doesn't say the same thing and that is that this stuff is just as addictive as anything else, that after a while it becomes addictive and is a steppingstone drug into more harsh drugs, so I have no sympathy for that. He said the medical use of this stuff, you can get the medicine instead of buying the drug, it's just an excuse. He said now we have companies that have gone into the business of growing and selling this stuff, sponsored by some very big political figures in Washington, D.C. He said the former Speaker of the House is the chief lobbyist for this stuff so I would like for this Board to consider, if not tonight at the next meeting, putting together a committee to lobby the legislature for a harsh and firm sentence for the exchange of money for drugs. He said I'm not talking about quantities, I don't care how much, if you do any and that we also lobby the legislature for building more prisons to hold these people until we get through this thing. He said if you look at the history of China, if you look at the history of some of the Indonesian countries in that particular area of Asia you will find that in the past they have had such tremendous problems with drugs that have wrecked their society, in those countries you get the death penalty for possession. He said not sale, possession, and that's why on the TV you sometimes, every once in a while somebody tried to cross into a country with drugs. He said well they were pretty dumb because the country you're crossing into puts you in prison for a long time or kill you for even having drugs and the families that have been ruined by drugs and because of drugs, we are paying a very high penalty for this. He said I have a problem with focusing on the user. He said you can never win the battle of helping the user, you just can't win it because you're not saying stop sing it you're saying we're going to help you. He said go ahead and do what you can to help them but until you stop the sale we're not going to go anywhere. He said so I would like the Board to lobby the legislature for a harsh sentence for the exchange of money for drugs. He said that would cover anything you want to cover, whether their legal or illegal, whatever, let that be a hard sentence, you're not going to get out of it and the other thing is we keep hearing about the jails and the legislature trying to save us money. He said they're pouring money down a lot of ratholes. He said we need to put the money into helping society and the people who are suffering with this stuff and that is get in to building more prisons in order to hold these people. He said yes you're going to have a peak but after about ten years you're going to start seeing that under control but it's going to take that long to get control of this. He said it's not a slap on the wrist, it's not a "don't do that" and we have people who come in front of us all the time with bleeding hearts for helping drug users. He said I'm not sympathetic that way. He said the people I want to see us help are the dealer's exchanging money for drugs. He said it's as simple as that. He said do I hear anybody interested in going that same direction.

Chairman Waters said we're going to be in Raleigh, what is it, May the 14th for County Assembly day so that's when we'll have the opportunity to do some lobbying. He said Mr. Edwards, in some states I'm hearing now that a 14-year-old can go online, can order and have it delivered by Amazon or Fed-Ex or something like that. He said have we seen anything happen like that.

Mr. Edwards said I've not seen anything like that in this location but I'm confident that it can be done. He said especially ordering certain products that are legal in some states and illegal here. He said some folks go to states where it's legal and bring it back even though it's illegal here in North Carolina.

Commissioner Richardson said let me make another comment on what I was saying. He said the reason that I want a committee, going and lobbying is fine but #1, we'll have some permanency, #2 we need to be reaching out to other counties, cities, and organizations to support us in this effort because right now the drug lobby is a lot better organized than we are. He said so if you don't want to talk about this tonight it will go back on the agenda at the next meeting for the formation of a committee.

Commissioner Rebholz said let's just put it on the agenda for the next meeting.

Chairman Waters said here again we have the District 1 & 2 meeting on Thursday of this week in Edenton which is made up of 15 counties. He said anyone else have a question.

Commissioner Booth said this is not directed at Mr. Edwards, he's doing a good job but the thing you've got to look at, and right now we're talking about fentanyl, but look at, what you've got to look at is people need treatment. He said another thing about it is fentanyl is not as bad as those pills that people are using, opioids and stuff like that. He said that was one of our legislative goals and now we're going to get a nice check coming in here sometime this year because of these same things. He said he told you it's a very small percentage of drug dealers that are not users. He said they're selling it to support their use. He said Mr. Big is sitting somewhere else so we wouldn't be doing much good in Beaufort County until we get Mr. Big. He said because the guy that's selling is going to continue to sell because he's using and that's what the DA just said, he's using, he's selling it to support his own habit, is that correct.

Mr. Edwards said that's correct.

Commissioner Rebholz said I just want to put it on the agenda for the next meeting.

Commissioner Deatherage said I'd just like to follow up. He said your commentary tonight has been very illucid today and I think from listening to our District Attorney we've closed 60 prisons. He said we should reopen some of the prisons, that would be good and I'd like to see us advocate, which I think us Commissioners should do in all cases where it costs us a lot and this costs us a lot, as we advocate for very severe penalties for selling fentanyl and I will tell you when it comes to saving money and spending less money, if you were to close the southern border rather than keeping it wide open and quit babysitting the people that you want to come into America by the millions and let those border patrol agents do their jobs we'd be better off. He said then build the wall. He said you want to save money, build the wall. He said we spent more money housing the illegals when they were being brought in, as a political measure, in the early days of the Biden/Harris administration. He said we spent more money housing these illegals than building a wall, which all of a sudden became expensive to democrats. He said I don't understand that but if you want a government to run efficiently do what's right, close the southern border for a variety of reasons, not least of which, tonight we speak of fentanyl and thank you for telling us it's coming up though Mexico. He said I appreciate your honesty.

Commissioner Richardson said if we're having a district meeting, which we have once a year, coming up in the next few days I think we should make a presentation at that meeting that we are starting this initiative and we're going to need your help. He said I don't distinguish between drugs and a lot of people do and I think that takes us off into the weeds and if you're dealing illegal substances that's defined under the narcotics law I don't care what it is you get the same sentence. He said that will do a lot because we're all sitting around saying what he did wasn't as bad as what he did. He said I don't care, it's all the same thing, it's addictive so what's the difference.

Items for Consent

1. Budget Amendment, Health Dept
2. LPN Salary Offer, Health Department
3. JCPC Local Match for FY 22/23
4. JCPC Certification Standards
5. Tax Office Refunds Over $100
6. Surplus, Sheriff's Office
7. Memorial Day Celebration Fireworks Display, Bath, NC
8. Budget Amendment, LIEP Supplement
9. Petition to Abandon Road
10. DSS Board Reappointment

11. Minutes Approval

Commissioner Richardson said I'd like to discuss the Health Department nursing thing in the jail.

Chairman Waters said what number is that #2, is that it.

Commissioner Richardson said yeah, that's it.

Motion: Commissioner Booth motioned to approve the consent agenda. Commissioner Walker seconded. The vote was unanimous.

See Addendum 1

3-Year Striker Stretcher Maintenance Contract

Mr. Chris Newkirk said I'm before you tonight to seek your approval on a three-year Striker stretcher maintenance contract so this is a traditional PM and repair contract that we have for our stretchers and as I'm sure you've all seen our stretchers are very mechanical today. He said they've come a long way from the lever mechanism where you pull them up. He said these are all manual operated, push buttons, very expensive. He said to put this in perspective a single stretcher is about $18,000. He said the power load system that we use to actually assist in loading that stretcher into a truck ranges from $28,000 and $32,000 so a lot of mechanical features on those stretchers. He said this contract provides for annual PM, as well as some replacement provisions for a lot of commonly worn or replaceable parts such as batteries which are now about $800 per battery, per stretcher so those types of items add up fairly quickly. He said as we've discussed multiple times we're continuing to look at ways to be more cost-effective in our services. He said going with this 3-year provision, and through negotiations with Stryker it's allowed us about a 10% discount in regard to other contracts that have been provided in the past. He said that is what I bring before you now.

Commissioner Rebholz said do you know if the other non-Beaufort County paramedic units have a similar contract.

Mr. Newkirk said I can't speak to that, but I'll be happy to find out for you. He said I don't know whether they have a contract.

Commissioner Rebholz said is there any chance for economy of scale.

Mr. Newkirk said I'm interpreting your question as can we all merge together as a County and get a cheaper price, I'm not sure of that but I'll be happy to investigate that for you.

Motion: Commissioner Booth motioned to approve. Commissioner Walker seconded.

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

See Addendum 2

LPN Salary Offer, Health Department

Commissioner Richardson said I was a little confused. He said when this came up it sounded like we were putting an additional nurse in the jail.

Mr. James Madson said no sir.

Commissioner Richardson said how many do we have in there.

Mr. Madson said three.

Commissioner Richardson said three nurses for the jail.

Mr. Madson said this position has been open since September of last year.

Commissioner Richardson said we have 42 inmates. He said we had 42 inmates this month according to the jail census report and we're covering the jail 24 hours per day, 7 days per week.

Mr. Madson said correct, but we don't always have somebody in the jail, but we have someone on call for the jail.

Commissioner Richardson said that's really what I wanted to find out. He said I thought there were only two in there. He said there's two nurses and a practical nurse.

Mr. Madson said that's correct.

Commissioner Richardson said why do we need a practical nurse.

Mr. Madson said to divide the labor the full week, the 24-7 is too much for just two nurses so instead of paying for another nurse the LPN is able to take care of some lower-level duties such as passing medications and things like that.

Commissioner Richardson said before we went to full time coverage we had Southern Health and they were there 4 hours a day, like 5 or 6 days per week.

Mr. Madson said I think they were there five days per week, 10 or 12 hours per day.

Commissioner Richardson said the general statute requires that we only provide emergency services to jail inmates.

Mr. Madson said standard of care is what they call it. He said emergency services, a referral for emergency services would be one of those standards of care so if somebody looked like they were having a heart attack or something we would take them to an emergency room.

Motion: Commissioner Walker motioned to approve the salary request for the Health Department LPN. Chairman Walker seconded.

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

RFP Response for County Revaluation Services

Mr. Lloyd Salter said we've met quite a few times on the RF for the revaluation. He said I've met with several of you talking about different things over the last year and a half. He said I've certainly paid attention to what it is you are looking for and what we're looking for as a County, so we sent out an RFP. He said an RFP is a request for proposal. He said it went out publicly through the Finance office and it went out too many different mediums. He said we had four, I believe, companies come back with reasonable bids. He said we had a mandatory bid conference before we got to far into the process where you had to attend and hear some of my concerns and staff's concerns. He said we had representatives from all four companies actually show up for that. He said they had a lot of good questions. He said as far as it goes the bids should be in front of you. He said one, I would say, is a bit higher than the rest. He said two were kind of in line with each other and one was quite a bit lower. He said based on discussions, based on what I'm hearing, based on our needs, looking at the bid proposals and what's in front of you I believe that the intention was Vincent Valuations. He said the reason for that is, again, the belief is supposed to be, to me was that we wanted a comprehensively done program where it would be a lot of input on them but still a lot of method, if you choose them, if you read their proposal there is quite a bit in there about public education and a other things that I feel went a little bit past the rest that I was asked to look for. He said with that said I'll be candid, the lowest bidder is a good one too, they're certainly one to consider as far as that goes. He said I think the concern was Vincent did put together a bit more of a package, a bit more that was mentioned, and I think that's going to hit more of the spots we were worried about coming out of the last revaluation. He said the folks that we did use

last time was a bidder. He said they were not the lowest bidder, they were not part of that category and I believe, as I've spoken before about it, I think the intention was to go in a different direction. He said so as far as that goes, that's where I'm at. He said like I said the lowest bidder, good company, but the one that I feel fits the scope.

Commissioner Richardson said give us or give the public a thumbnail of the time schedule on this. He said say we award the contract tonight, that's what you're asking for I presume, and let's say we award the contract tonight, what happens next, when do we do the appeal, when is it final and when do you get a tax bill from this reval.

Mr. Salter said I don't mind doing that, we can get into that now if you want. He said I'm smiling because I love any chance that I get to say that on record. He said this is what we were just talking about, Ms. Binnie and me, were just talking about education so I don't mind talking about it at all. He said my understanding the next step, and part of this lies with the County policy but I spoke to the County Manager, and I think the next step would be, of course, would be getting a contract together with that company. He said that would, of course be we would get that from them, go over it, have the County Attorney go over it, make sure everything appears, all the things that we said in the RFP we would need, along with what they would be providing. He said after that, we actually had for them to start as soon as July 1st of this year, the company. He said we wanted at least a project manager on site at that point. He said we wanted to go ahead and move forward. He said I'll be here next month asking for some office space, fairly affordable office space here in town. He said we're going to do a small request for that. He said they'll have people on the ground in here, hopefully early fall other than just the project manager. He said what that means is you would have, that reval company would have boots on the ground out there looking at houses, doing walk-arounds of the houses and other properties in the County. He said they'd be looking to see if our property information is correct, that is something they'd be doing. He said they would also be looking at the sales and quantifying those, looking at areas, up, down and everything else. He said of course our staff would be assisting as much as possible. He said that will be going on right through fall of 2024 really. He said at that point we'd be getting really serious as far as final items as far as the sales we've put together, what the ratios are and what the adjustments need to be. He said of course you would have the schedule of values, which is what would be presented to you about that time too, that tells you what we believe the different changes would be and the things that you all would get to vote on and the things the public would look at. He said things like for instance, townhouses, this means this, and these areas are these and this value means this and all that kind of stuff. He said it's like a manual for revaluation, I guess you could say. He said that would all be presented during that time period and from there the effective date for revaluation would be January 1st. He said we hope to have, and I'm going to be kind of hesitant here, but I would hope to have the notices out, I personally don't want to do them in December. He said I'm not a December guy, I just think that's dangerous. He said if I got a revaluation notice in December I probably wouldn't take it well, personally so I've always been a hopefully January, right after kind of guy. He said that's kind of what I will be aiming for, but we'll see how it goes because we need 2 ½ years from that date so the timeline of that I would say would be sometime around then. He said then after that you begin appeals. He said formal appeals, Board of Equalization and the property appeals if needed.

Commissioner Richardson said so that's January 2025.

Mr. Salter said yes sir.

Commissioner Richardson said the notices of the new value would go out.

Mr. Salter said in that time period and like I said I want to be careful of that because like I said in case things happen to change, around that time period I would say.

Commissioner Rebholz said there's $200,000 difference between what you're recommending and the lowest bidder. He said help us understand why.

Mr. Salter said the two different ones that we're discussing, as far as that goes, the difference, and the only real difference in that is one is put together, I guess you could say, pretty comprehensive, here's how we're going to do everything. He said the questions have been extensive, everything else has been extensive, the references have been great from them. He said everybody that I've called, and I've called several, every one of these, everything's been good coming out. He said it seems that it's a turnkey, pretty easy reval. He said it's not to say the lowest bidder wouldn't do that either, they may do a wonderful job as far as that goes and I'm hesitant to say this, but I will say it's a low bid.

Commissioner Rebholz said have you been getting bad references from Piner.

Mr. Salter said I have not received a bad reference from Piner. He said I have talked to a County that had some concerns about ongoing work but not about the reval, no. He said in other words, maybe I should specify that, in other words I would say you could probably look hard enough at any of these companies and you're going to find some way you don't like them somewhere but they all do a little different work for other counties other than just revals to but I have had some feedback there about, I won't say negative as much as some concerns by the county und er contract but like I said if you look me in the eye and say make this work, my only concern would be I wouldn't really want to, I'm being careful, I wouldn't really want to come back and ask for more money mid-swing. He said I wouldn't want to get more onboard staff or do something like that. He said that would be a bit of my concern I guess and that's where I'm really at.

Commissioner Rebholz said that's probably true of any of them. He said are they all North Carolina companies.

Mr. Salter said three out of the four are. He said the two we're discussing are, yes sir, they're both local to North Carolina. He said I would say that could happen, but I don't see that happening with this one, but it could happen with any of them.

Commissioner Richardson said I believe that you said that Vincent gave a more detailed presentation and hit on all of the concerns that you had.

Mr. Salter said exactly, and he actually broke it out a lot and really, the other two did as well to some degree but Vincent went probably a step above that, planned out who was going to do what, how they were going to do what, the waterfront, the commercial, each little piece went in that. He said I don't think, if anything was missed of our concerns I don't see any. He said we talked about our concerns, they nailed it and I will want to see that in the contract, I want to see it in the agreement, we're going to do this and do that but again, I'm not going to say that the others wouldn't be able to do that as well I just have concerns with the amount of the bid and going along as far as that goes getting the project that we want. He said aside from that, it's the choice of the Board. He said I'm going to make it work, whichever one you pick I'll make it work.

Chairman Waters said I can't speak for everybody, but I think we all had some issues with the previous one and it was the low bid and a lot of times you don't realize that until you get into the appeals process and based on what you've told us I think we need to make sure that we get the best work possible, technical work. He said it's not the low bidder. He said what you've said to me, Chairman, has been said by other Commissioners is that exact statement, and that being a problem and I guess that's my mindset and that's maybe my problem as well and that said I will say things happen. He said last time, I believe, there was some things going on too with the software and stud, which I don't think it will be happening this time, but you do worry a little bit. He said I'm not going to say our data is perfect. He said we work on it constantly, we look at things, the market is changing 100 mph. He said I certainly wouldn't want to get into a position where we run into, you, as Chairman have told me, which is, and staff tells me we don't want to run into hey, that's not in the contract, we don't want to run into hey, we weren't ready for that. He said I don't want to do that; I want it turnkey as much as possible and that's kind of why I'm leaning to that but maybe I'm wrong but regardless my staff is willing to put in as much as they can too. He said we're going to make this the best reval you've seen in this County. He said I know this sounds cliché but that's what we're aiming for.

Commissioner Booth said all of these people they got the same bid, you told them what you were looking for.

Mr. Salter said are you talking about, it's my understanding we put out an original RFP's, two RFP amendments where we did add some data in there. He said I had a partial account correction in there, we had some items like that and then, as you know yourself, we had an open public bidding so they could see what the bids were. He said again, we actually had a mandatory bid conference which there's probably not too many of those in this County in the past, but we certainly had one and let them speak.

Commissioner Booth said bid #2 covers everything you're looking for.

Mr. Salter said yes sir.

Commissioner Walker said are you going to be back with the contact when you get it to share it with us.

Mr. Salter said I would think so. He said I would think that's the normal policy as far as the County goes. He said again, and I'll repeat I have intentions of taking that to the County Attorney and looking over that and making sure that everything fits our needs and is run by statute and everything else.

Motion: Commissioner Booth motioned to approve moving forward with a contract with Vincent Valuations for the revaluation process. Commissioner Walker seconded

Yes Vote	No Vote
Chairman Waters	Commissioner Rebholz
Commissioner Booth	
Commissioner Deatherage	
Commissioner Richardson	
Commissioner Walker	

See Addendum 3

Award Contract for Yeatesville Collection Site Improvements

Mr. West Overman said I'm here tonight to discuss awarding the contract for our Yeatesville Collection site improvement project. He said as you may recall during the budget process for fiscal year 21/22 we presented a three-phased approach to making improvements to our current collection sites and the Yeatesville site was our initial start point because of the safety issues on that site and doing phase I on that project. He said so March 16th we issued an RFP seeking bids for this project. He said we only received one proposal, so we reissued on April 4th and a copy of the latest RFP was attached for your reference. He said hopefully you could read it; it was a little small, but it was lengthy, and I hated to clog up your agenda books with too many pages. He said the scope of the work on this project involves removing the steel platform at the site, which we've discussed before is in very poor shape. He said some retaining wall repairs where the wood has gave way in certain areas. He said relocation of that compactor unit at the site away from the raised platform where they throw into from the ground. He said there's a low height there. He said new concrete pads for the open top containers that will be up against the wall, site grading, additional lighting, and safety improvements at the site. He said two bids were received on April 20th, which Commissioner Booth was there to help us with that. He said B.E. Singleton and Sons provided the lowest bid of $55,905. He said a bid tabulation sheet was attached; you can see the other bid was quite a bit more than that bid. He said I spoke with B.E. Singleton on April 22nd just to discuss the scope, make sure everyone was on the same page of what was involved, performance requirements and their bid details. He said after satisfaction with that we decided to approach you all with this award. He said finally, on awarding the contract a pre-construction meeting would be held with B.E. Singleton as well as Republic Services to discuss the process and that will include setting a start date for construction. He said the contract allows 45 days for construction, during which that time the site will be closed to the public. He said it's not possible for us to have the public in there and the contractor working at the same time. He said so as I mentioned, funding for Phase I, which this is included in Phase I, was approved as part of the fiscal year 21/22 budget process. He said my recommendation would be to award this contract to B.E. Singleton for the amount of $55,905.

Motion: Chairman Waters motioned to approve awarding the contract to B.E. Singleton. Commissioner Walker seconded. The vote was unanimous.

Chairman Waters said I've got a request. He said can you visit with Republic and see if we can keep the Beach Ridge site open seven days a week during that 45-day period.

Mr. Overman said we can definitely have that discussion. He said obviously we'll be talking with them about, it's not a problem, but remedies of their contract because they won't be operating a site for possibly up to 45 days so, making sure that we're covered elsewhere, we'll discuss that with them.

Chairman Waters said the reason I said Beach Ridge over the one at Sidney is that you can drive up and use the Beach Ridge site.

Mr. Overman said maybe we can do that for more than one site. He said we'll discuss that extensively with them and make sure we're covered. He said just as a quick update, engineering is in progress on the next three sites, Cherry Run, River Road, and Chocowinity. He said that would be the next phase of her design. He said I tried to get an update, but she was out of the office.

Commissioner Walker said will you have signage at the sites that read, telling everybody where to go and where they can go.

Mr. Overton said yes, we'll definitely have some signage, specifically when the sites closed it will say where to go. He said we'll have some advanced signage saying the sites going to be closed beginning this through possibly this. He said hopefully it won't take 45 days but who knows, especially with the weather and everything. He said we'll make sure it's communicated through signage or with Emergency Management, they'll have it on their Facebook page. He said we'll have it on the website, we'll get it out there just as much as we possibly can.

See Addendum 4

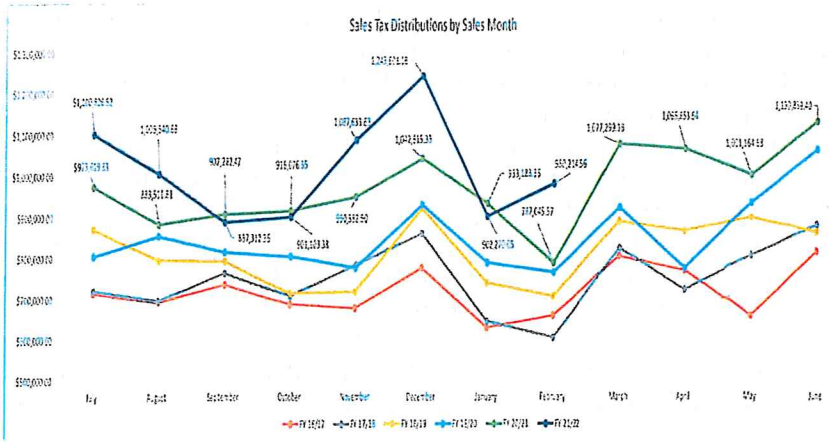
Finance Report

Ms. Anita Radcliffe said I want to start out with the sales tax. She said we did receive notification today on the February distribution.

Sales Tax Distributions

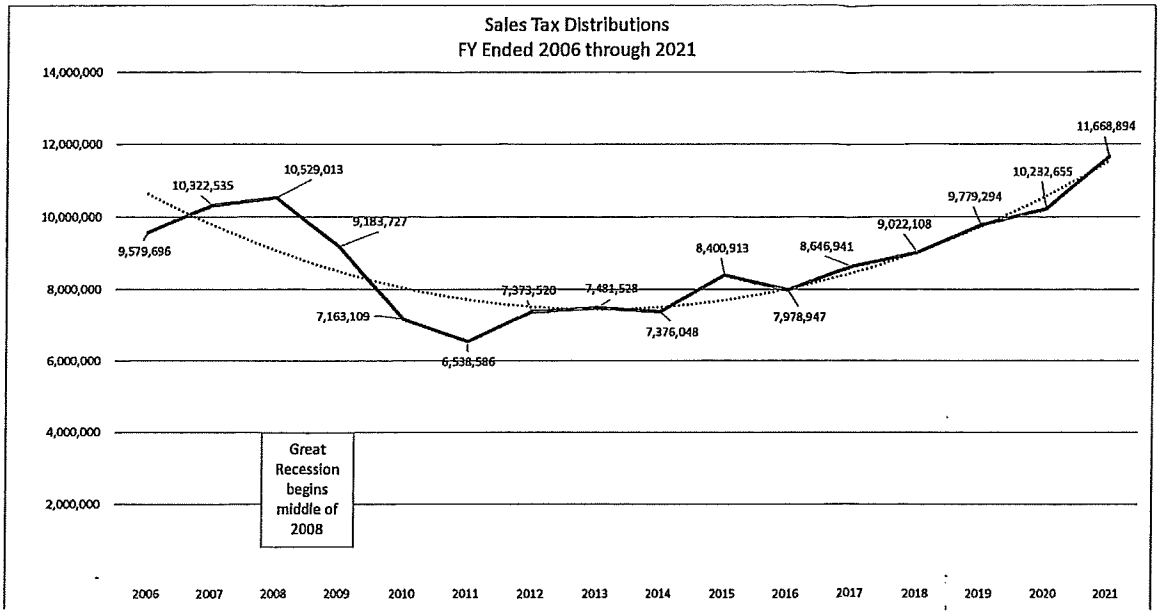
Sales Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Increase/Decrease from Prior Year
July	$ 713,975.87	$ 719,967.21	$ 870,925.51	$ 804,652.23	$ 973,619.83	$ 1,100,826.52	13%
August	694,327.92	697,155.16	796,311.30	854,426.57	883,511.81	1,005,540.69	14%
September	735,415.92	763,868.26	792,899.77	814,733.86	907,282.47	887,312.36	-2%
October	687,368.97	709,056.75	715,000.12	804,683.75	916,076.35	901,103.38	-2%
November	678,662.71	784,994.00	719,319.88	777,598.60	950,382.50	1,087,633.63	14%
December	776,283.51	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	980,214.56	25%
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	880,628.58	863,478.38	1,062,286.33	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	$ 8,108,502.37	
Increase from prior yr.		$ 400,793.20	$ 757,186.60	$ 453,361.05	$ 1,436,238.94		
% Increase from prior yr.		4.6%	8.4%	4.6%	14.0%		

Ms. Radcliffe said I apologize that some of the slides are small for the audience. She said I do have handouts for you that's in larger print that you can refer to at your desk, but these schedules get really big when you're analyzing multiple years, so they look small on the presentation. She said you can see where February says $980,214 and we're set to receive those funds on May 15th, so we have four distributions remaining in this fiscal year because of that three-month lag in the distributing from the State. She said so those February sales were up 25% from the same month last year so that's the $980,000 compared to the $787,000. She said we're actually right in line with the state. She said the state, statewide it was up 22% and we're at 25%. She said so all in all if we extrapolate those 8 months that we have received and annualize that you can see that I'm estimating, assuming that sales tax continues to come in as it has this year we'll end up at about $12,162,000 for our total sales tax and we budgeted the $10,725,500. She said so right now, currently we're running a $1.4 million surplus on sales tax. She said again, sales tax, really high. She said there seems to be a lot of consumer confidence still. She said people are purchasing, inflation, I'm sure, has a small part to play in that. She said with prices being higher of course our sales tax are going to be higher but we're looking currently at another year of really high growth, 12.32% after a 14% growth year last year. She said typically we'd see our sales tax only be up between 4% and 5% from year to year. She said that brings me to the next slide.



Ms. Ratcliffe said this is simply a graft of that information that I just showed you and the thing I would point out here is we're looking at that navy top line there, that's the sales tax for the 8-month graph there so typically what we would expect for the February distribution is for there to be a downturn if you look at the other years. She said so we have a really high year for the December collections, you see all those spikes there and then in January we usually have a fall back, it slides, and then in February it usually slides an additional amount before it spikes back up in March with people getting out and doing their spring buying, I guess their flowers at Lowes, getting ready, getting out and about. She said but of course it was a little different this year. She said we've already seen that spike for February so what's going to happen in March and the rest of the year I'm really not sure. She said I would expect, based on history I would expect even another increase next month but at this point sales tax has kind of thrown me for a loop. She said we're hearing on the news some comments about people are throwing out the "R" word now, for recession and we've just gotten the information on the first quarter for the GPD and there was a contraction there.

FY Ended	Total Sales Tax
2006	9,579,696
2007	10,322,535
2008	10,529,013
2009	9,183,727
2010	7,163,109
2011	6,538,586
2012	7,373,520
2013	7,481,528
2014	7,376,048
2015	8,400,913
2016	7,978,947
2017	8,646,941
2018	9,022,108
2019	9,779,294
2020	10,232,655
2021	11,668,894



Ms. Ratcliffe said if I'm remembering correctly I believe the official definition of a recession are two consecutive quarters of negative GPD. She said I tell you that to say that when I was going through and doing some research for the bond refunding I had to go back two years to 2006 and 2008 because we had some school bond years and I happened to peek at a sales tax number. She said it just kind of appeared before me back in 2006 and 2008 and I was a little shocked because the sales tax number I was looking at back in 2008 was $10.5 million and I said wait a minute, $10.5 million, that's around what we're getting now. She said for kicks and giggles I just decided I'd go through and graph our sales tax all the way back to 2006 through 2021 to just kind of see how we've been doing for the last 15 years. She said I have that on the TV, you have that before you. She said the concerning thing about this, of course, is that before the housing bubble, the great recession we were at $10.5 million in sales tax and then over the next two years after that we hit a low in 2011, that $6.538 million in sales tax distribution. She said so that was a $4 million drop in our sales tax, which equates to 61%. She said after bottoming out in 2011 at the $6.5 million it's taken us 10 years, all the way up to this year, 2021, to actually get back up to and pass that $10.5 million. She said now I don't say that to scare you, I don't think something this drastic is going to happen. She said if we were to see a recess, this was the great recession, but you know the fact is I don't know, and nobody knows what the economy is going to do and there's a lot of positives still in our economy. She said we have a 50 year low on unemployment, consumer spending still seems to be strong. She said the feds are meeting tomorrow, they're expected to raise the interest rates 50 basis points, which I think it's probably a good thing. She said it will probably cool down the economy and spending a little bit. She said but there are a lot of negatives. She said we've got the invasion in Ukraine and all the sanctions associated with that, so we've got U.S. Imports less than exports. She said the individual economic stimulus money that everybody's enjoyed for the last couple of years during 2020 and 2021, I think that's kind of flushed out through our economy so that's out of the way. She said then of course there's a, I know from personal experience with our boat business is there's a terrible supply chain issue still happening. She said we're waiting twelve to sixteen months for motors for our boats, so all these things play into what's going to happen with our sales tax number and the bottom line is I don't' know what's going to happen. She said I can tell you that we did get numbers from the league

so the North Carolina League of Municipalities, they do projections for revenue and they're projecting growth for next year for 22/23 at 3.75% so Mr. Alligood and I were being conservative, and we've budgeted at 3%. She said still, I'm not sure anybody, I say all of that to say I'm not sure anybody knows what sales tax is going to do.

Commissioner Walker said this looks good but remember, there's no such thing as enough money.

Restricted Sales Tax
School Capital

Sales tax revenues are received by the County from the State of North Carolina based on per capita or point of sale distributions. The County's Article 39 (1%) local sales tax is utilized in its entirety for general fund operations. Article 40 (commonly known as "school's ½ cent") sales taxes were initiated in part to help fund local school capital projects, with a mandatory transfer of 30% of these revenues to the schools restricted capital fund. Article 42, (commonly known as "schools additional ½ cent") sales taxes were also initiated in part to help fund local school capital outlay projects, with a mandatory transfer of 60% of these revenues to the schools for capital.

Ms. Radcliffe said next, speaking of sales tax, so realizing that our sales tax has been extremely high, and also realizing that we did all the bond refunding last year that saved us so much money on the school debt, it dawned on me that I probably needed to look at the calculation to make sure that we're actually giving the schools the adequate amount of restricted sales tax that we're required to by state statute. She said just as a reminder, the Article 40 and 42 sales tax that we get, 30% of Article 40, it's also known as the ½ cent school tax, 30% of those revenues that we get from the state for that Article, we have to give to schools to fund their capital. She said then the Article 42, the schools additional ½ cent sales tax, there's a mandatory requirement of 60% of whatever we get from the state for that Article to be sent or spent on the school's behalf. She said I say that because our school debt payments that we made, that qualifies as an expenditure that we can use towards this 30% and 60%. She said so having said all that, here's the calculations.

	FY 20/21 Actual	FY 21/22 Estimate	FY 22/23 Estimate
Required Distribution to Schools			
Article 40 (30% Restricted for Schools)	1,080,986	1,128,222	1,162,068
Article 42 (60% Restricted for Schools)	1,723,363	1,812,858	1,867,244
Lottery Funds	477,000	487,000	474,000
Total due to Schools	3,281,350	3,428,080	3,503,312
Payments to/on behalf of Schools			
School Debt Payments	2,012,389	1,888,560	1,825,373
School Debt Refinancing Costs	65,104	2,000	2,000
Payments to Schools for Capital	1,270,878	1,115,695	1,115,695
Total Capital Budgeted for Schools	3,348,371	3,006,255	2,943,068
Difference	67,021	(421,825)	(560,244)

Ms. Radcliffe said I sent you an email last week, I believe it was early last week or maybe the latter part of the week before. She said so I just want to caution everyone before I start talking about this. She said there's three columns on this page. She said there's last year's 20/21 actual numbers, there's an estimate for the current year we're in right now and then there's an estimate for next year. She said I want to let you know that the only column that isn't going to change on this sheet is the last years column, that's it because we know those numbers. She said I'm going to go ahead and tell you right now that what you're seeing for fiscal year 21/22 and 22/23, they will change, these are only estimates. She said they'll either go up or down depending on our next four sales tax distributions that we get for this year. She said when I put this schedule together two weeks ago we had not gotten information on the February distribution, so we'd only gotten seven distributions at that time, so I was estimating the remaining five. She said having said all that, I've shown what we're required to give the schools and if you look at 20/21 you can see the two articles, the amount they were required to get, simple calculation on the amount we got times 30% for Article 40. She said for Article 42 it's the amount we got times

60% and then lottery funds that we get, 100% of that has to go to the schools, okay so for 20/21 the total due to the schools or paid on behalf of the schools is $3,281,350 and then we look at what did we give the schools or what did we pay to the schools and you can see the school debt payments were a little over $2 million. She said we did the bond refinancing so that's $65,000 that we paid to Davenport and to Regents Bank for being our escrow agent and to Bob, our attorney. She said we get to count that, so they were $65,104. She said ten we made direct payments to the school of $1,270,878 for them to do whatever capital projects they so desired and that their Board approved. She said so you can see that we actually owe the school $3.281 million. She said we paid or paid for them on their behalf $3.348 million so we actually paid an additional $67,021 over and beyond what we actually had to pay to them and most of that, you can see, is the refinancing cost that we paid. She said so I knew that when we did this calculation for last year's audit that we were getting really close so that was another reason that I looked at it so when I looked at the current year, the way we're trending with sales tax on the revenue side and what's required to be distributed, that $3.281 million is based on, if we go back, look at the bottom. She said you see that 8 months annualized, I'm assuming we're going to be at the $12.162 at year end, which is an estimate, but it is based on that estimate, that $3.428 million. She said then if we look at the payments that we have budgeted on behalf of the schools, debt payments and direct contributions to them, just a little over $3 million. She said so what I'm saying to you right now is based on what we've collected in sales tax so far and we have currently budgeted to the schools for capital, I feel like we're going to have to pay them additional funds based on the calculation. She said again, this will change, and I will not be able to do the calculation on actuals until September. She said in September 2022 we will get our June distribution because of that 3-month lag and then I will be able to do the calculation to know exactly how much we owe to them. She said I tell you this tonight because I am going to need to do a budget amendment before year end and I know nothing else to do but to base it on an estimate of what we think it's going to be in June. She said then for next year, 22/23, of course the revenues go up to the schools because of the 3% growth factor we've plugged in and then everything else, of course the debt payments are what they are. She said they go down slightly because the refinancing. She said the $2,000, that is the payment to the escrow agent that handles the escrow funds for the school bonds that we refinanced so we get to count that and then we just simply brought over that current allocation that we're giving to the schools this year, not knowing what the Board's going to want to do with that in next year's budget. She said so having said all that, I mean that's even too far out to start talking about because those numbers are going to change but at this point that's what it looks like for 22/23 based on what we've put in the budget. She said so you will see an item from me next month, I have a lot, this will be one of them, to appropriate, it won't be fund balance, it will be appropriating sales tax revenue to the schools, an estimate and then in September I'll come back and let you know that exact payment.

Chairman Waters said the 22/23 is based on sales tax growing at 3%.

Ms. Radcliffe said yes, 3%.

Commissioner Booth said the in 20/21 we overpaid them $60,000.

Ms. Radcliffe said I wouldn't say we overpaid them. She said we sent them more than we were required too statutorily.

Commissioner Booth said so it wasn't based on that.

Ms. Radcliffe said no, we don't really base what we give to them on this calculation.

Commissioner Booth said they got $67,000 plus.

Ms. Radcliffe said they did, and it was associated with the refinancing cost.

Commissioner Rebholz said do we make one payment a year.

Ms. Radcliffe said we 1/12 payments.

Commissioner Rebholz said 1/12 payments, okay, so the catch up will be in the 12th payment right.

Ms. Radcliffe said what will happen is in September there will be the catchup payment and we'll still have the audit open because we don't finalize the audit until October, so I'll be able to accrue that back to the prior year so that everything is accounted for in the correct year.

Commissioner Booth said the end of the year ends in July, is that correct.

Ms. Radcliffe said the 1/12 we make every 12 months, July through June 30th to the schools.

Chairman Waters said I know that's true on operating, is that true about capital.

Ms. Radcliffe said yes.

Chairman Waters said how about with the lottery. He said I was thinking the lottery is once a year isn't it.

Ms. Radcliffe said lottery, yeah, we pay it to the schools at 1/12 but we draw it down from the state one time. She said if there are no more questions on that then I'm going to move into the ARP funds.

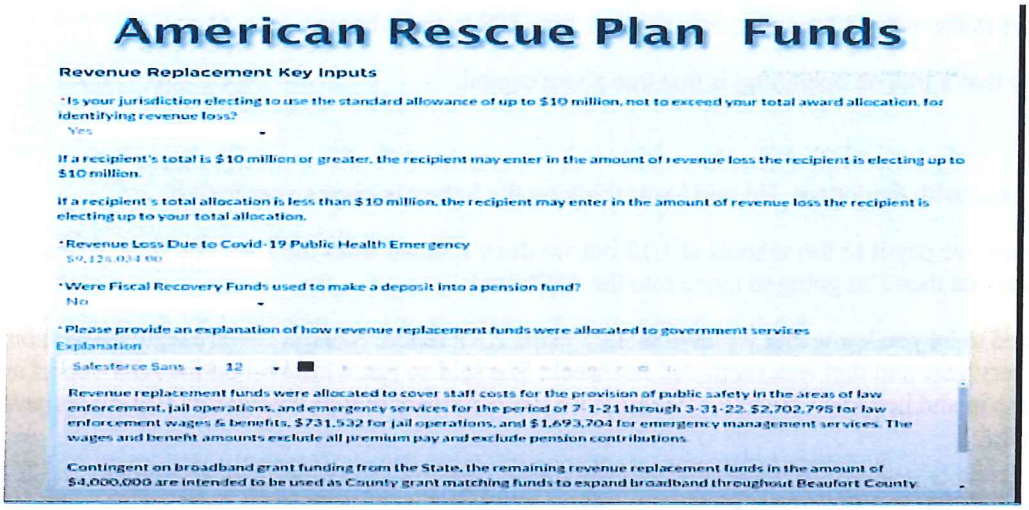
Ms. Radcliffe said I just wanted to let you know that we have submitted the ARP report. She said we are required to submit that annually, April 30th of every year and that was submitted last week. She said so just a little bit on the ARP report and Mr. Alligood may have to jump in and help me with this. She said if we move forward in my presentation this is a snapshot of our uses of the ARP funding.

American Rescue Plan Funds

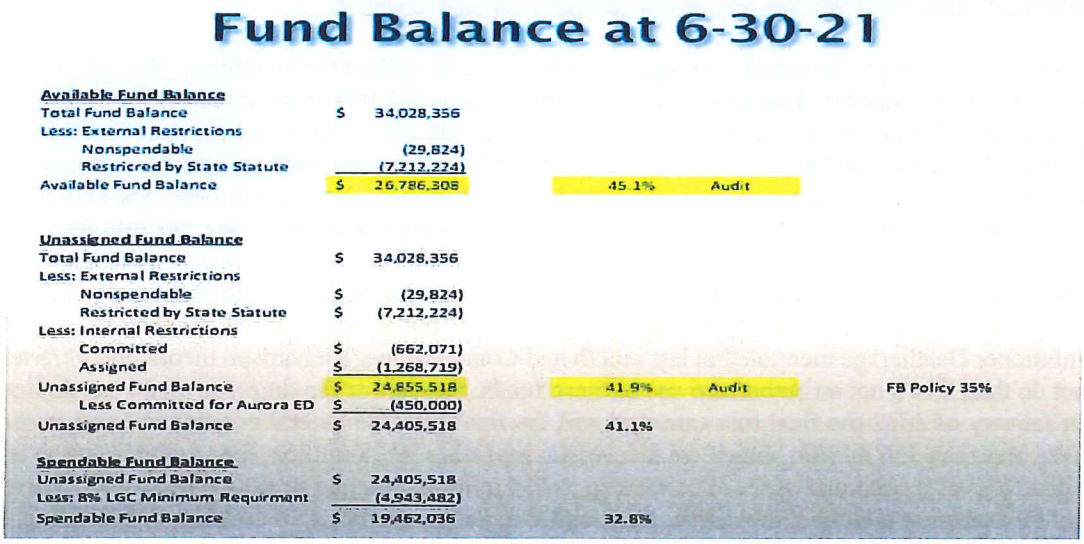
Beaufort County
ARPA Funding Uses

	ARP Budgeted Amounts	Designated Cares Funding	Total
Source of Revenue			
ARPA Funding Allocated to Beaufort County	$9,128,034		$9,128,034
GF Balance Generated from Cares Funding		$500,000	$500,000
General Fund Uses:			
Jail Architect Fees	$27,000		$27,000
Broad Band	$4,000,000	$500,000	$4,500,000
Multi-Purpose Building	$1,500,000		$1,500,000
GF Portion	$5,527,000		$6,027,000
Water Fund Uses:			
SCADA System Replacement	700,000		$700,000
Swan Point Mobile Home Pk. Water Ext.	187,000		$187,000
4 Elevated Storage Tank Mixers	112,000		$112,000
Directional Drills on Hwy 99	285,000		$285,000
Various line upgrades to larger lines w/flushing	250,000		$250,000
Address water line issues at Railroad Crossings	75,000		75,000
Water Portion	$1,609,000		$1,609,000
Remaining Funds Available for Spending	$1,992,034	$0	$1,992,034

Ms. Radcliffe said these were all voted on by the Board. She said we've set aside $4 million for broadband. She said we've set aside $1.5 million for that multi-purpose building and then we've appropriated $27,000 in jail architect fees, so those are the general fund uses, that $5.527 million. She said then, Water fund, they've got six or seven projects that they're doing. She said you can see them listed there and so they've been allocated $1.609 million. She said you still have remaining of the $9,128,034, we still have right at $2 million available and everybody, remember what we did there. She said I say all that to say that when we earmark funding for all of these projects we were operating under an interim rule from the federal government that was very restricted in what we could spend the funds on. She said you might remember Mr. Alligood saying it was basically water, storm water and broadband. She said I think they were the three areas of infrastructure that they really wanted to see us spend it on and although some of our Boards wanted to spend it on solid waste, I even heard Commissioner Deatherage mention that last month and Commissioner Richardson mentioned libraries and we said no, you cannot do that, that's not an authorized use of these funds. She said at the time you could not do that but what happened was in January of 2022 the final rule came out and the final rule, the federal government said in the final rule that if you received less than $10 million, which we did, we are receiving $9.28 million, then we're going to let you just claim a broad revenue loss of the amount of the allocation up to $10 million. She said in sitting in all of the Zoom meeting with the School of Government and the Association, they highly recommended that all counties in NC that got less than $10 million, Beaufort County being included, that we do that revenue loss allowance that they were allowing us because it allows us to do what they called MB². She said I think I told you all about that in maybe an earlier meeting. She said they said you get to maximize the benefit, that's the MB, of the funding from the federal government while minimizing the burden, that's the square part. She said so we actually came to you and brought this before you a couple months ago and told you that's what we intended to do and when we submitted our report that's exactly what we'd done.



Ms. Radcliffe said what we've told the federal government when we submitted our report last week was that we're going to spend $4 million on broadband contingent that we're going to get other state funding for grants, the GREAT Grant, and the CAD grant as a match. She said we'll use $4 million of our funding as a match to expand broadband in Beaufort County. She said so we wanted to demonstrate that to show that we're using that money to get points on the assessment at the state level that we were using ARP funds for the match. She said then that remaining $52,128,034, again the School of Government and the Association said what you need to do, you need to do like you did with your CARES funding. She said you need to show that you spent that on salaries and benefits for public safety and for other areas of general service government. She said that way that's going to free up your fund balance. She said remember we did that with EMS back with the CARES Act funding. She said what that does is by charging those salaries and benefits against the ARP funds, that frees up all the budgeted money in general fund that we had for those salaries and benefits. She said it takes away all of the restrictions and you then spend the money on what you want, which we will in turn spend on these projects that I have up on the monitor that you already said you're going to use that money for. She said we still have, like I said, a little less than $2 million remaining. She said it's open now to be spent on pretty much whatever we want. She said any questions on ARP funding before I move to fund balance.



Ms. Radcliffe said fund balance, we went through this in great detail at the budget planning retreat. She said I did hear some numbers being thrown around at our joint meeting last week with the schools. She said I think someone even said we had $38 million in fund balance. She said I think they just misspoke and meant to say $28 million but we don't even have $28 million so I just want to put these numbers out so everybody can see exactly how much fund balance we do have. She said so when we talk about fund balance there's several different calculations of fund balance. She said we have what

is called available fund balance and this is the fund balance number that the Local Government Commission looks at and this is what we get compared, this is the number that is used when we get compared with our peer group. She said this is the available fund balance, that's the first calculation that I have for you, and these are actual numbers as of June 30, 2021. She said so we're looking historically. She said fund balance is always a snapshot, we're taking our audited numbers and looking back to see what our fund balance is. She said so you can see our available fund balance, that calculation is to take your total fund balance straight off the auditor's report from #4 and then you subtract your external restrictions only. She said so we back out our non-spendables, which is our pre-paid expenses for paying our stop loss at the jail, we back out that $29,824. She said we back off any restricted by state statute and pretty much what this $7.2 million is sales tax that we've counted as revenue that we haven't received yet last year and that was right at $7.2 million and that gives us an available fund balance of $26,786,308, or 45.1%. She said so unassigned fund balance is our next calculation. She said this is the number I always look at because this number factors in not only your external restrictions but also internal restrictions that this Board has placed on funding that we have. She said like I said at your retreat I'm going to hold you true to your word that you're going to do what you voted to say you're going to do. She said it's not to say you can't come back and undo it but I'm going to count that money as spent if you say you're going to spend it. She said so unassigned fund balance, we take our total fund balance, the same number we started with for available, we subtract both our external restrictions and our internal restrictions to come up with an unassigned balance of $24,855,518, which is 41.9% of our annual expenditures for last year. She said we do have a fund balance policy of 35%. She said you might remember back, during the retreat that I showed you our peer group and the Local Government compared us to other counties and that we were the median of the group both in 2020 and 2021. She said so even though our unassigned fund balance is high, it's 41.9%, we were right there with our peer group, and I think the reason why everybody, every county's fund balance went up last year and it's because of the Covid funding. She said it's because of all of the federal and state funds that were flooding into counties. She said so we did surpass what we said we would be at with our own policy of 35% but then again when we look at everybody else, so did they. She said consequently, the year before, in 2020 our fund balance was 34.9%, we were right on it. She said doing all that research for that budget retreat, I found out, I learned something I never knew, that 8% requirement that the LGC says we must have, 8% of our expenditures must be set aside as fund balance, that is not considered in that available fund balance. She said I really always thought that was part of that restricted by state statute calculation. She said you would think it would be since they require it but it's not. She said so if you come and ask me what's our actual spendable amount of fund balance, you then have to take that unassigned fund balance number and subtract the 8% minimum that we're required by law to hold so really we've got the $19,462,036 that's available to spend in the general fund. She said I'm not saying you should go out and do that, I just wanted to clarify those different fund balance amounts.

Chairman Waters said if we spend the $19 million then we're down to the 8%.

Ms. Radcliffe said if you spend the $19 million then you're down to the 8% and I know nobody wants to get near 8%. She said I don't think you want to go below 25%. She said I also did some scenarios of what the numbers would look like if you did drop it to 25% or 20% and I failed to include those, but I can send those out in an email if I need to.

Commissioner Booth said you stated we were in the median of other counties. He said when I look at us being median to other counties you've got counties doing different things, after doing all they do, do they still have a 41% fund balance.

Ms. Radcliffe said that's a great question and I'm going to say no. She said the reason I'm going to say no to that, well I'm going to say it depends. She said if we look back and look at the spreadsheet, the schedule, it depends on if the Board has made an internal designation that they're going to do that or if they've actually issued a PO and contracted with a vendor to start a project because if you're contracted and you're actually doing a project it becomes a restriction, you're obligated then you would be but if you say I think we want to do this, let's put some money aside, that would be an internal restriction, that would not be reflected in that number because remember I said the LGC uses available fund balance.

Audit Contract

Ms. Radcliffe said so it is time for us to engage an auditor for our annual audit. She said we did go out for bid three years ago and we had an intent at that time that we would work with the auditor for five years however the contract is an annual contract and awarded on an annual basis. She said we are very pleased with the current auditor, Thompson, Price, Scott and Adams and I'm recommending that we contract with them at a price of $55,250 to complete the fiscal year 21/22 audit. She said there was a slight increase from last year's audit price, it went up $1,500 or a 2.8% increase but I thought that was extremely reasonable considering the inflation rates that we're seeing.

Commissioner Rebholz said how many years are we into the five years.

Ms. Radcliffe said we sent the bid out in 2019 so they would've done our 19 audit, 20 audit, 21 audit, I think it's the fourth year of five.

Motion: Commissioner Booth motioned to approve the 2022 contract with Thompson, Price, Scott, and Adams. Commissioner Walker seconded. The vote was unanimous.

See Addendum 5

Voting Delegate

Ms. Katie Mosher said some of you will be going to Colorado for the annual NACo conference and a delegate and an alternate is needed for the business meeting that will be held on July 18th.

Motion: Commissioner Booth motioned to nominate Chairman Waters as the delegate and Vice-Chairman Langley as the alternate. Commissioner Walker seconded. The vote was unanimous.

Strategic Plan Update

Commissioner Rebholz said I was going to ask Mr. Alligood if he's had any more conversations with NACo and what we can look forward to and a timeline. He said I know we don't want to start this, obviously, in the middle of budget but we need to get on somebody's calendar.

Mr. Alligood said right, the Association of County Commissioners, but I have had a conversation with them, we actually have a conference call on Wednesday, later this week from 10 to 11. He said I'd be happy to plug any of the Commissioners into that, it will actually be a zoom call. He said that's with the leadership at the Association, Kevin Leonard and his staff, senior staff that are going to help us through this project. He said that's where we start talking about some of those things. He said obviously like you said we want to get through budget, but we also don't want to linger to long. He said we want to keep things moving. He said so I am happy to plug anyone in that wants to sit in on that conversation, just let me know. He said again, it's this Wednesday the 4th from 10:00 AM to 11:00 AM.

Commissioner Rebholz said you can plug me in.

Commissioner Booth said would it be alright if I forward my questions to you and have you ask them.

Mr. Alligood said absolutely, that would be great.

Commissioner Deatherage said send me an invitation.

Mr. Alligood said I'll send you one too.

Immigration and Resettlement Projects

Commissioner Deatherage said I'm not going to talk too much about this tonight. He said at the last meeting we broached the subject of Beaufort County becoming a border county, which is going to happen. He said I don't know that it's all happening just yet. He said we heard some data tonight from the district attorney that fentanyl is getting into our County in great abundance. He said we know that it's coming from Mexico, we know it's a wide-open border, that there's no interdiction, well there's some interdiction but nowhere near enough at the border to stop the fentanyl. He said it's part of the plan, the plan by the Biden/Harris open southern border resettlement project is to use the cartels to get these people across the border. He said human trafficking, of course, goes well with the asylum issue that made it almost legal to executively not enforce our sovereign border. He said however, and the fentanyl is coming across, that's a terrible biproduct along with the extreme costs we're facing right now having so many illegals in this Country. He said the ending of Title 42 is going to make it almost impossible to lose these people plus it's going to be a great incentive factor. He said I'm estimating 300,000 people a month now trying to get across this border. He said but how can we get real data that's happening here in Beaufort County. He said fentanyl, what we heard tonight is promising in that what I think is happening

is happening however, I would like to see some other data and some of that data would be probably coming through the school system because in the United States the Supreme Court ruled that we have to educate everybody whether they are a citizen or not, that is a very real expense to the citizens of Beaufort County, that is a massive expense. He said right now it is truly millions and millions of dollars that Beaufort County citizens are paying to educate illegals. He said we need to see how much increase that is going to be plus do some research and try to find, to what extent I can find out through the Department of Social Services we can get additional data, if in fact there are some data points that we can reconcile as real enough as variables and then we can see if there's an increase in those as well. He said basically we're going to know whether Beaufort County is a border county or not and maybe the Commissioners will act accordingly at that point. He said that's the progress so far. He said I may or may not have it on the agenda next month but look for it at least every other month, if not more.

Commissioner Richardson said we talked about last week we talked about a way of estimating how many people that were in the County that are most probably here without citizenship, let's put it that way. He said most of them are illegal but without citizenship is a much kinder way of putting it and within the school system one of the measures, there are about 450, the reason I say about is I lost the second page of the report but about 450 students in the system who are getting language assistance as a second language. He said 450 people in the school system at $14,000 per student, that's $7 million a year that the taxpayers are paying for to provide education to people who probably shouldn't be here at all. He said so that gives you an indication that Beaufort County is a border county. He said look, 500 students, in round numbers, we only have 6,000 students so we're getting up to like 8% of the population of the school are possibly illegal.

Notification to Commissioners – Added

Commissioner Walker said my intent here was not to find out what the details were of what happened Friday night but to find out who to be disappointed in for the fact that we weren't notified. He said I was asked this Sunday afternoon did I know about the jail incident on Friday night, and I didn't know anything about it so that made me look bad and I like to be in the business of making me look good. He said the County Manager kind of answered my question and this morning I got an email from him, and he said he'd been notified, and he was notifying us so that told me that I'm not disappointed in him, so it must've been all up the line. He said I'm a new Commissioner and I would think we would get notified. He said the school board gets notified of everything. He said if a school bus gets bumped my wife gets a notification. He said I don't need to know everything but definitely a death seems to be pretty big. He said am I right.

Chairman Waters said Chief Deputy Rose or Mr. Alligood do either one of you want to address that. He said I know we got an email once we got more information.

Chief Deputy Rose said we go by a playbook on just about every incident that we have. He said there is notification to, in an inmate death there's notifications to the Department of Human Health and Services, the district attorney's office and to other investigating agency that needs to be involved. He said in the past the only expectation that I'm aware of is notification through the County Manager's office and the County office to initiate a file with the insurance carrier to set up a pre-file. He said to my knowledge there hasn't been any direct request from the Commissioners for notification and just like with anything else, let us know what you want, and we'll figure out a way to make that work but if we don't know that then how do we know to notify you when you want to be notified. He said does that make sense.

Commissioner Walker said I didn't know what the procedure was and whether you would be notifying. He said I just assumed something like this, I don't need to know the details I just know that it happened so if somebody does call like they did I don't have to say I don't know what you're talking about.

Chief Deputy Rose said the time, the timing of things with how it would normally have worked, and it did happen like that where if the incident had occurred on Thursday afternoon at 2:30 then you probably would've known before the end of business that day but the incident occurred on the evening on Friday with our notification going to the County Manager's office and the Risk Manager person who wouldn't be working until Monday, that notification happened today. He said so there wasn't any intent to deprive anyone of any information, that was just us going through our normal protocols and practice that we had at the time.

Commissioner Booth said I understand normal protocols and you're right; we haven't had a policy since I've been here, but it is kind of tough when you hear it on channel 7 and then you walk out of church and someone asks you about it and then you hear that the Manager should've notified you all but my manager, he didn't know it. He said he's not that kind of

guy. He said he keeps us informed of what's going on, not that you have to do it btu sometimes common sense and common courtesy goes a long way because what you're hearing now, and you will hear it before the weeks out, what we're hearing now is you're trying to hide something. He said I don't need that, I wasn't there when it happened, I don' know what happened and those are the kinds of things that you're not going to be able to control. He said those are the kinds of things that you want to get in front of because a lie will get halfway around the world before the truth can get its shoes on.

Chief Deputy Rose said sure and if we put a camera on what we were doing at the time, I'm just saying that, if I'm allowed to speak, if we put a camera on everything that we did and streamed it live for the world to see there would still be calls from people that we're covering something up. He said that's just the world that we're living in. He said once again, I'm not apologizing for something that we feel we did wrong in any way and the commonsense thing, there's a whole lot more common than there is sense. He said but if the Board wants to know information then you just have to let us know and we will put you into the playbook that we go by and then incidents that happen in the future maybe we won't have something like this occur but if we don't know how do we know not to do it.

Chairman Waters said I think if a press release is issued I think we just need to be copied on that. He said I think that would be good.

Chief Deputy Rose said so we send out about 700 press releases a year. He said would the Board like to have a copy of every press release for everything.

Chairman Waters said no.

Chief Deputy Rose said so help me help you.

Commissioner Booth said I don't want 700 emails.

Chief Deputy Rose said I knew you wouldn't, that's why I brought it up.

Chairman Waters said here again I think on Thursday we all would've known on Friday but because it was a weekend.

Commissioner Walker said I could see how that happened.

Chief Deputy Rose said I was out for about 30 hours this weekend if you all wanted to come hang out with me.

Commissioner Deatherage said are you going to send out a press release on this.

Chief Deputy Rose said we've sent out two press releases.

Commissioner Deatherage said I've gotten none. He said I am the publisher of Beaufort County Now, it's the largest online publication in the history of Beaufort County and I've gotten nothing.

Chief Deputy Rose said I'm one of your loyal readers I guess.

Commissioner Deatherage said I'm on the sunshine list.

Ms. Mosher said press releases aren't part of the sunshine list.

Commissioner Deatherage said it's not, okay. He said so you said you've sent out 700 press releases and I get very few of them.

Chief Deputy Rose said if you send me an email address that you'd like it sent to.

Commissioner Deatherage said I have many times.

Chief Deputy Rose said if you send it to me I will put you on our list.

Commissioner Deatherage said I don't know why it would've been taken off.

Chief Deputy Rose said if you send me the email address I will put you on a list for our press releases.

Commissioner Deatherage said well right now as someone who, I guess by default in these days and times a journalist, not getting a press release kind of seemed a little bit like a cover up and we can make the comment well it was just an oversight once again, but when the largest public online publication doesn't get any information whatsoever and you're a reader yourself, I have a lot of readers, I just wonder what's going on. He said as a Commissioner I got nothing and I'd like to thank Deborah Whitley, his husband Clarence is here right now, for telling me what was going on because I didn't know, didn't get on my computer on Saturday. He said I had a lot of other things to do but Sunday morning there was Deborah contacting me and telling me what was going on. He said I appreciate that, and I thanked her for it because I did get a lot of requests myself about what was going on. He said I remind you and I remind the public the Commissioners spend a lot of money to run the jail and to run the sheriff's department. He said I think we should be in the loop, just like I think the largest online publication in the history of Beaufort County should be as well or I'm going to start thinking all kinds of things. He said so let's get that straight. He said stan@beaufortcountynow.com. He said take it down for edification, for posterity. He said I want to see a press release and if you're sending one to all these other Podunk people who may, they may be big contributors but if you're going to deny people who publish where a lot of people see it in favor of all these other folks you send to it just doesn't make sense. He said it's like you're trying to get away from exposing what we know to be the truth at the time. He said I'd appreciate a notification.

Chief Deputy Rose said if you will send me an email address I will put you on our list.

Commissioner Deatherage said stan@beaufortcountynow.com. He said that should register, I just told you.

Commissioner Comments

Commissioner Booth said I think it's appropriate that we congratulate our Clerk, she's now a Master Clerk and we want to congratulate her for a job well done and keep up the good work.

Commissioner Deatherage said I got mine in.

Chairman Waters said that was a commercial and you got yours in.

Commissioner Deatherage said it's not a commercial, it's the truth.

Motion: Commissioner Booth motioned to adjourn. Commissioner Walker seconded. The vote was unanimous.

Adjourned at 7:45 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Budget Amendment, Health Dept
2. LPN Salary Offer, Health Department
3. JCPC Local Match for FY 22/23
4. JCPC Certification Standards
5. Tax Office Refunds Over $100
6. Surplus, Sheriff's Office
7. Memorial Day Celebration Fireworks Display, Bath, NC
8. Budget Amendment, LIEP Supplement
9. Petition to Abandon Road
10. DSS Board Reappointment
11. Minutes Approval

Beaufort County
Finance

Budget Amendment Request

Department: HEALTH **Date of Request: 05/02/22**

FY Budget: 2021/2022 #30

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	

Department Justification: AA874 Food & Lodging Performance Funds

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		4/20/22
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

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	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	4-H Character Education Program	$3,364	$336					$3,700	9%
2	Becoming a Man	$12,350	$1,235					$13,585	9%
3	Mediation Center of Eastern Carolina	$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 _____

Chairperson, Juvenile Crime Prevention Council (Date)

check type ☐ initial plan ☐ update ☐ final

-----DPS Use Only-----

Reviewed by _____ _____
Area Consultant Date

Reviewed by _____ _____
Program Assistant Date

Verified by _____ _____
Designated State Office Staff Date

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

ver 03/04/2016

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 LAWRANCE	SHAGENA, ROBERT LAWRANCE		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

North Carolina Vehicle Tax System

NCVTS Pending Refund report

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

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)
													Refund	$334.91
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	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	$209.53
													Refund Total	$544.44

862442	579237	##### Pin#-5169704705300	0000032787-2021-2021-0001-00	REI	$845.34	$509.06	
CORELOGIC TAX SERVICES 1 CORELOGIC DR WESTLAKE TX 76262							
856337	578924	##### Pin#-5068599577100	0000020672-2021-2021-0000-00	REI	$2,483.51	$2,483.51	
CORELOGIC TAX SERVICES 1 CORELOGIC DR WESTLAKE TX 76262							
855942	578924	##### Pin#5671691480300	0000036946-2021-2021-0000-00	REI	$1,451.27	$1,451.27	
CORELOGIC TAX SERVICES 1 CORELOGIC DR WESTLAKE TX 76262							
855863	578924	##### Pin#6045394588	0000014719-2021-2021-0000-00	REI	$688.07	$688.07	
CORELOGIC TAX SERVICES 1 CORELOGIC DR WESTLAKE TX 76262							
855510	578924	##### Pin#5084182604	0000016341-2021-2021-0000-00	REI	$2,699.75	$145.29	
CORELOGIC TAX SERVICES 1 CORELOGIC DR WESTLAKE TX 76262							
853004	578808	##### Pin#1000169460841	0000037673-2021-2021-0000-00	REI	$835.05	$835.05	
STATE EMPLOYEES CREDIT UNION ESCORW DEPT 3101 WAKE FOREST RD RALEIGH NC 27609							
852337	578808	##### Pin#1666750079330	0000010337-2021-2021-0000-00	REI	$500.00	$200.00	
STATE EMPLOYEES CREDIT UNION ESCORW DEPT 3101 WAKE FOREST RD RALEIGH NC 27609							
878228	580300	FPITTMAN Pin#5106527116	0000004360-2021-2021-0000-00	REI	$431.71	$200.00	
LOPEZ, JAVIER MONDRAGON 70 CHARLES PLACE GRIMESLAND BEAUFORT NC 27837							
878228	580300	FPITTMAN Pin# 5106527116	0000004360-2021-2021-0000-00	REI	$431.71	$200.00	
LOPEZ, JAVIER MONDRAGON 70 CHARLES PLACE GRIMESLAND BEAUFORT NC 27837							
878194	580298	C9BEATB Pin#-1665763875200	0000033529-2021-2021-0000-00	REI	$4,516.32	$4,268.49	
BAY CITY LODGE INC P O BOX 640 ORIENTAL BEAUFORT NC 28571							

877810	580213	fpittman	9544423-2021 N/A	IND	290.5	$217.91	
BOYD, RONALD GLENN 9339 HWY 99 N PANTEGO BEAUFORT NC 27860							
877827	580209	C9BEATB	0000019092-2020-2020-0000-00 Pin # 5667244722001	REI	$285.48	$274.44	
CORPREW HARRY LEE III 421 CHERRY RUN ROAD WASHINGTON BEAUFORT NC 27889							
877804	580209	C9BEATB	0000017619-2018-2018-0000-00 Pin # 5666886060606	REI	$145.53	$145.53	
GRIFFIN, KIMBERLY PO BOX 2847 WASHINGTON BEAUFORT NC 27889							
	877802	580209	0009543689-2021-2021-0000-00 N/A	Ind	361.25	$169.28	
WILLIAMS, TERESA PO BOX 605 CHOCOWINITY NC 27817							
	877801	580209	0000037609-2021-2021-0000-00 Pin # 6518011604510	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 # 6616460358072001	rei	2680.32	$169.95	
WEBSTER, KEVIN 4190 RESPESS RD PINETOWN BEAUFORT NC 27865							
	877538	580159	0009494913-2013-2013-0000-00 VACANT	RMV	579.43	$163.45	
WARREN, PRISCILLA ANN 412 W 6TH ST WASHINGTON, NC 27889							
	877521	580155	0009534174-2021-2021-0000-00 Pin # 6606943901D360	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	Pin # 5667244722001
CORPREW HARRY LEE III 421 CHERRY RUN ROAD WASHINGTON BEAUFORT NC 27889							
878086	580267	##### Pin # 5665918231605	0000003859-2021-2021-0000-00	REI	$1,292.52	$290.57	

878047	580228	#####	0009543558-2021-2021-0000-00 NIK	IND	$133.29	$111.58	
WEST, CAROLYN 120 SOUTH ROBIN LANE BATH NC 27808							
	877744	580200	0000015430-2021-2021-0000-00 Pin # 7600112647 3	REI	413.29	200	
GRECO, ANGELO P JR 4309 TRILAND WAY CARY BEAUFORT NC 27518-5393							
	877770	580176	0009523065-2021-2021-0000-00 Pin # 6608390 6891	REI	#####	761.5	
NORMAN, LEVIE C 595 NORMAN ROAD BLOUNTS CREEK BEAUFORT NC 27814							
	877770	580176	0000021628-2021-2021-0000-00 Pin # 5087607947	REI	#####	267.67	
BRIGHT, BENNIE G JR 93 HAWKINS DRIVE WASHINGTON BEAUFORT NC 27889							
	877566	580170	0000042315-2021-2021-0000-00 Pin # 6608377642	REI	175	175	
COOK, EARL 900 ROSS RD BATH BEAUFORT NC 27808							
877490	580132	#####	0000020298-2021-2021-0000-00 Pin # 5263738972	REI	984.21	$160.66	
RAYBURN, WILLIAM W JR 2255 GRAY RD CHOCOWINITY BEAUFORT NC 27817							
	877489	580132	0000042555-2021-2021-0000-00 Pin # 6604139 31085	REI	965.35	365.75	
WHITE, JESSE RAY JR 657 DOWN SHORE ROAD BLOUNTS CREEK BEAUFORT NC 27814							
	877360	580132	0009546172-2021-2021-0000-00 Pin # 6603480 48782	REI	#####	267.55	
BRICKHOUSE, COURTNEY 3190 NC 92 HWY E WASHINGTON BEAUFORT NC 27889							
	877321	580109	0000009499-2021-2021-0000-00 Pin # 6602418 2647	REI	361.2	361.2	
HODGES, KATHY M 8789 US 264 HWY E WASHINGTON BEAUFORT NC 27889							
	877319	580109	0000032920-2021-2021-0000-00 Pin # 5084820571	REI	191.74	191.74	
THOMPSON, TANYA 610 E BAYSIDE DR CHOCOWINITY NC 27817							

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** May 2, 2022

FY Budget: 2022

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

Department Justification: 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.

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. _____	

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 in 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	J	K	M	S	T	U	V	W	X
1	County Name	Total Original Regular & Pandemic LIEAP Allocation Am	Mini	Total Regular & Pandemic LIEAP Amt Issued/ Obligated	Equa	Total Remaining Regular & Pandemic LIEAP Balance	Mini	Total Allocation needed for missing payment	Mini	Total Allocation needed for One time supplemer	Equa	Based on County Procedures Potential Budget revision needed (Negative (red) means Yes, positive means No.
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

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES • ECONOMIC AND FAMILY SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603
MAILING ADDRESS: 2420 Mail Service Center, Raleigh, NC 27699-2420
www.ncdhhs.gov • TEL: 919-527-6300 • FAX: 919-334-1265

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

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___.

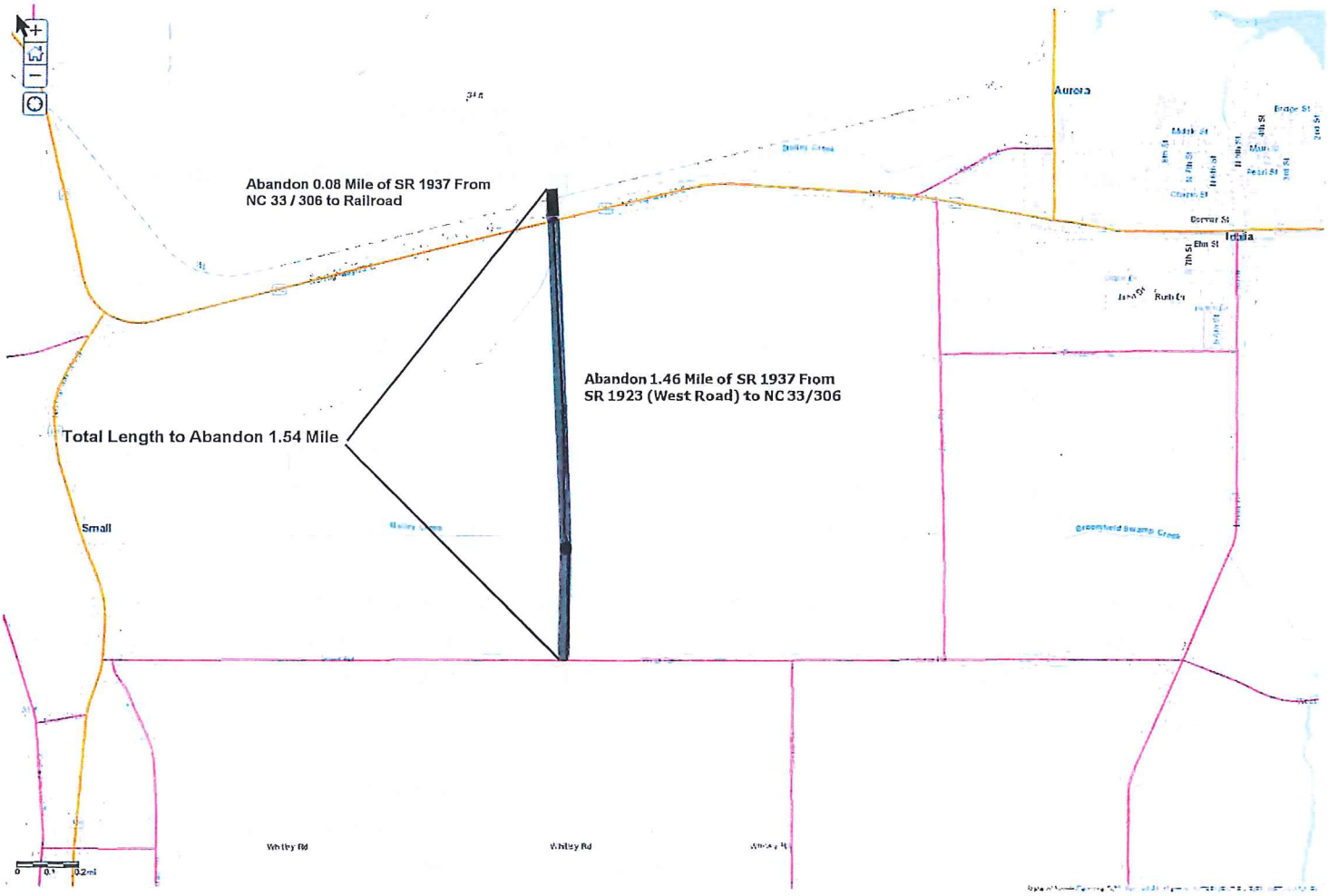
Official Seal

Clerk, Board of Commissioners
County: _____

PLEASE NOTE:

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

Form SR-2 (3/2006)


Abandon 0.08 Mile of SR 1937 From
NC 33 / 306 to Railroad
Abandon 1.46 Mile of SR 1937 From
SR 1923 (West Road) to NC 33/306
Total Length to Abandon 1.54 Mile
Aurora
Small
Whitley Rd
Whitley Rd

ADDENDUM 2

3-Year Striker Stretcher Maintenance Contract

ProCare Services

stryker

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.

ADDENDUM 3

RFP Response for County Revaluation Services

Bid Tabulation

Bid/Quote Tabulation

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

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

Vendor Name:	Price / Parcel Total	Insurance Requirements	Acknowledgement of Amendments
Pearson Appraisal Service	$1,236,060.00	X	X
Piner Appraisal	$1,091,000.00	X	X
Tyler Technologies	$1,669,000.00	X	X
Vincent Valuations	$1,281,840.00	X	X

Authorized Signature / Commissioner : Edwin 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 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.

TABLE OF CONTENTS

TABLE OF CONTENTS 1
I. SCOPE OF SPECIFICATIONS 3
II. APPRAISALS 3
A. COMMERCIAL REAL PROPERTY 3
B. INDUSTRIAL REAL PROPERTY 3
C. RESIDENTIAL PROPERTY 3
D. AGRICULTURAL, HORTICULTURAL AND FORESTLAND 4
E. MANUFACTURED HOMES AND MODULAR HOMES 4
F. EXEMPT PROPERTY 4
G. ALL OTHER REAL PROPERTY 4
H. IMPROVEMENTS TO LEASED LAND 4
I. PROPERTY OF PUBLIC SERVICE COMPANIES 5
J. PERSONAL PROPERTY 5
K. DISCOVERED PROPERTY 5
III. GENERAL CONDITIONS 5
A. DIRECTION OF REVALUATION PROGRAM 5
B. GENERAL INSTRUCTIONS 5
C. LAWS TO BE OBSERVED 6
D. RESPONSIBILITY FOR DAMAGE CLAIMS 7
1. INSURANCE 7
E. PERFORMANCE, LABOR AND MATERIAL BONDS 7
F. PERFORMANCE OF WORK 8
G. PERSONNEL 9
H. OFFICE SPACE 10
I. USE OF RECORDS AND MAPS 10
J. SUPPORT OF VALUES 11
K. TERMINATION OF CONTRACT 11
L. SUBLETTING AND ASSIGNING CONTRACT 12
M. LIQUIDATED DAMAGES 12
IV. WORK TO BE PERFORMED 12
A. ASSESSOR'S MANUAL AND COST SCHEDULES 12
1. CONTENTS OF MANUAL 12
2. PREPARATION OF ASSESSOR'S MANUAL, COST SCHEDULES AND SCHEDULES OF VALUE 15
B. PROPERTY APPRAISALS 16
1. COMMERCIAL PROPERTY 16
2. INDUSTRIAL PROPERTY 17
3. RESIDENTIAL PROPERTY 18
4. VALUATION OF LAND 20
5. OTHER PROPERTY 21
6. DIGITAL PHOTOGRAPHY AND FIELD OPERATIONS 22
7. OFFICE OPERATIONS 22
8. FINAL REVIEW 23
9. QUALITY CONTROL 23
10. RECORD CARDS 24
11. PUBLIC RELATIONS 24
12. GENERAL REQUIREMENTS/CONDITIONS 24
V. COMPENSATION AND TERMS 25
A. PROGRESS REPORTS AND PAYMENTS 25
B. ACCEPTANCE AND FINAL PAYMENT 25
VI. DATA PROCESSING 26

128

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.

130

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 contactor 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 Caroline 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.

ADDENDUM 4

Award Contract for Yeatesville Collection Site Improvements

Bid Tabulation

Bid/Quote Tabulation

Project: RFP SW-FY22-004
Date: April 20, 2022 10:00AM

Description: **Solid Waste Site Improvements - Yeatesville**
(as per RFP)

Vendor Name	Bid Form Complete and Notarized	Bidder Qualifications	References	Acknowledgement of Amendments	Noncollusion Affidavit	Total Construction Cost
B E Singleton	✓	✓	✓	N/A	✓	$55,905.00
				N/A		
NC Earthworks	✓	✓	✓	N/A	✓	$80,558.75
				N/A		
				N/A		
				N/A		
				N/A		
				N/A		
				N/A		
				N/A		
				N/A		
				N/A		

Authorized Signature / Commissioner : Edwin Brock

Witness: Hollie Jones 4/20/2022

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

TABLE OF CONTENTS

Section 1 Notice to Bidders

Section 2 Instructions
2.1 Schedule
2.2 Instructions to Bidders
2.3 Insurance Requirements

Section 3 General Information
3.1 Work Description
3.2 Work Schedule

Section 4 Scope of Work
4.1 Plans and Specifications
4.2 Submittals
4.3 Additional Contractor Responsibilities

Section 5 General Conditions

Section 6 Submission Requirements

Section 7 Bid Forms & Attachments

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.

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.

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:

2.3.1.1 General Liability Insurance: $1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

2.3.1.2 Automobile Liability Insurance: $1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.

2.3.1.3 Worker's Compensation: Workers Compensation as required by North Carolina statue.

2.3.2 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

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.

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 911Communications 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.

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.

5.9 Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other Federal, State, or local agencies or authorities.

5.10 The County shall have the right to inspect and accept or reject the Work based upon compliance with the Contract Documents. Contractor shall immediately correct any and all deficiencies identified during this inspection or disclosed to Contractor by County's Representative, or any other authorized representative of the county, at any time. In the event the Contractor fails to correct any deficiencies identified during the County's inspection and disclosed to the Contractor, the County, at its option, may: (1) order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; and/or (2) engage a third party to re-perform, repair or replace the deficient work of the Contractor and shall deduct the cost thereof from the Contract Price otherwise payable to the Contractor.

5.11 Proposers may find instances where they take exception with certain requirements or specifications of the Request for Proposals. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Owner, and a description of the advantage to be gained or disadvantages to be incurred by the Owner as a result of these exceptions. All exceptions shall be noted on ATTACHMENT B – Proposal Form.

5.12 The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the Owner (County of Beaufort). Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the County of Beaufort, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the Owner cannot save and hold harmless and/or indemnify the Proposer and/or the Proposers employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposers employees performed in connection with the contract.

5.13 The Proposer represents and warrants to the Owner that the Proposer has or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel and equipment required to perform the services under this contract. All services required of Contractor hereunder shall be performed by Contractor, or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless or otherwise objectionable.

5.14 The Owner reserves the right to reject any and all proposals, to waive minor irregularities in the evaluation process and to request clarification of, or additional information from any Proposer. The Owner also reserves the right to further negotiate minor modifications with the successful Proposer upon completion of the evaluation process prior to the execution of a final contract. The Owner is not obligated to enter into a contract on the basis of any proposal submitted in response to this document, is under no obligation to award this project to the Proposer having the lowest fee estimate, and reserves the right to award a contract deemed most advantageous for the Owner.

5.15 Prior to the final selection, Proposers may be required to submit additional information which the Owner may deem necessary to further evaluate the Proposer's qualifications. Inspection of equipment to be used on this Contract may also be required.

5.16 Termination Clauses

5.16.1 This Contract may be terminated, without cause, by either party upon sixty (60) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

5.16.2 This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

5.16.3 Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

5.16.4 Authority to Terminate: The Beaufort County Manager is authorized to terminate this contract on behalf of the Owner.

5.17 Non-Appropriation Clause

5.17.1 Contractor acknowledges that Beaufort County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Beaufort County's obligations under this contract, then this contract shall automatically expire without penalty to Beaufort County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Beaufort County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Beaufort County's statutory authority, mandate and mandated functions, by state and

federal legislative or regulatory action, which adversely affects Beaufort County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Beaufort County upon written notice to Contractor of such limitation or change in Beaufort County's legal authority.

5.18 All payments under the contract resulting from the RFP shall be made only for services requested and approved by the Owner.

5.19 Payment Procedures

5.19.1 Contractor shall invoice Owner once per 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 understandsthe 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 iscorrect 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	

Attachment E

ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Contractor Name: _____

Address: _____

_____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

Attachment F

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

_____, being first duly sworn deposes and says that:

1. He/she is the _____(title) of _____ (company name);

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

_____ (SEAL)

_____(TITLE)

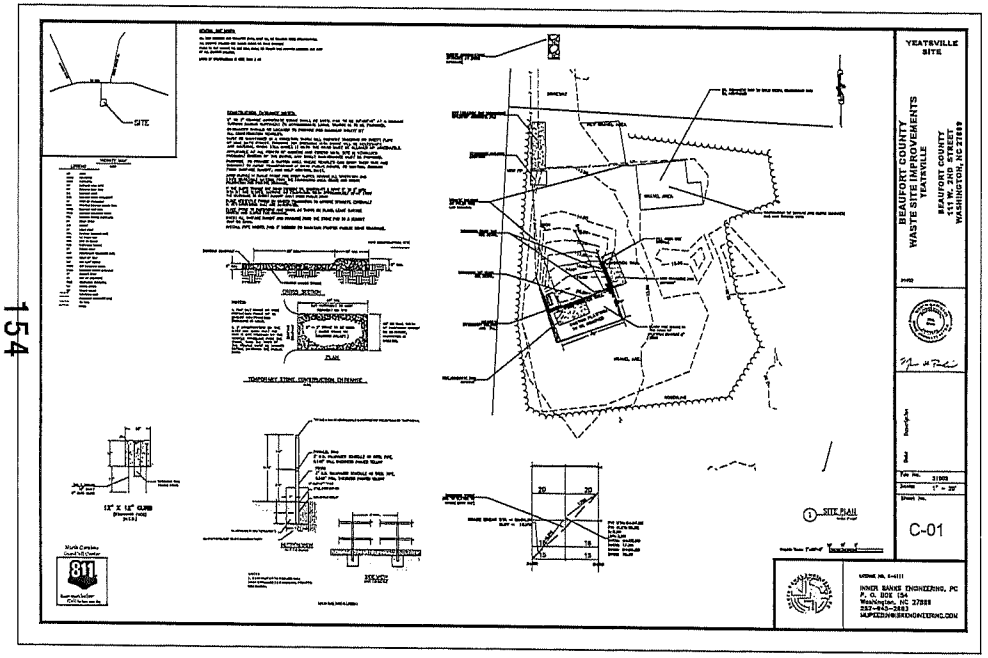
Subscribed and sworn to before me, this the _____ day of _____, 20____.

Notary Public _____

County of _____, *NC*

My Commission expires _____ *(SEAL)*

Attachment G
Yeatesville Site
Improvements Plan



Attachment H
Technical Specifications

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,

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

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.

   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, andaccessories 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.

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, andaccessories 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

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.

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 thevarious 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 uniqueto 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 withdurable 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

159

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 intoatmosphere.

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.

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

16.1

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

   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 disking 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 Spilt-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

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 thetop 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, andmaintenance operations.

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:

	Test	ASTM	
1.			
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.

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 theSupplementary 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.

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.

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 moisturecontent 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.

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 thestandard 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.

END OF SECTION

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 exceedingthe 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

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 withthese 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, SW, 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, andmaintenance 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 thestability 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 changesin 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 holesas 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. Dimensionof 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 compactby 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 (6gage).
   2. Mesh and Wire Size: 2-inch mesh, 0.148-inch diameter (9gage).
   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.

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 ASTMF 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 ½

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.

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.

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

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.

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.

176

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

Planting Dates	Grass Type	Pounds/Acre
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	800
Mulch	Straw	4,000

2. Permanent Seeding

Planting Dates	Grass Type	Pounds/Acre
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	1,000
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 designdata 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 then 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.

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

Attachment I
Form Templates

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:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

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:

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.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of theContract, 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 andat 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 addressshown 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 damagesto 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.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker

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:

(Space is provided below for signatures of additional parties, if required.)

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

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

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 thata 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 performedlabor 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 forperformance 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.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker:

180

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:_____

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

Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	
2. Net change by Change Orders	$	
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	$	
1. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	
2. RETAINAGE:		
a. ____% x $ _____ Work Completed	$	
b. ____% x $ _____ Stored Material	$	
c. Total Retainage (Line 5a + Line 5b)	$	
5. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	
8. AMOUNT DUE THIS APPLICATION	$	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

Payment of: $ _____
(Line 8 or other - attach explanation of other amount)

Is recommended by: _____ (Engineer) _____ (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of other amount)

Is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

182

Progress Estimate

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A		B	C	D	E	F		G
Item			Work Completed					
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
	Totals							

Progress Estimate

Contractor's Application

For (contract):								Application Number:		
Application Period:								Application Date:		
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) / B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

Stored Material Summary

Contractor's Application

For (contract):					Application Number:				
Application Period:					Application Date:				
A	B	C	D		E		F		G
			Stored Previously		Stored this Month		Incorporated in Work		
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Date (Month/Year)	Amount ($)	Amount ($)	Subtotal	Date (Month/Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
		Totals							

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: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

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 orContract 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 understandsthe 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

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 iscorrect and truthful to the best of my knowledge and belief.

This the 28 day of March 2022

By: _____

Title: VP

Company: B. E. Singleton & Sons, Inc.

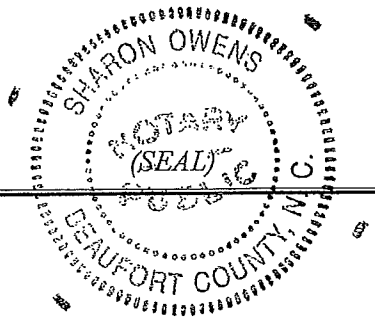
B. E. SINGLETON & SONS, INC. CORPORATE SEAL 1968 NORTH CAROLINA

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 Hawks
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 #: 82276

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	WIMCO 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	Stocks + 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: [signature]

Title: VP

Phone Number: 252 948-3287

Attachment F

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Robert Hawks, being first duly sworn deposes and says that:

1. He/she is the VP (title) of B.E. Singleton (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.

B.E. SINGLETON & SONS, INC. CORPORATE SEAL 1966 NORTH CAROLINA

VP
(SEAL) (TITLE)

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

SHARON OWENS NOTARY PUBLIC SEAL BEAUFORT COUNTY, N.C.

ADDENDUM 5

Audit Contract

The

Governing Board
BOARD OF COMMISSIONERS

of

Primary Government Unit
BEAUFORT COUNTY

and

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. T**he 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 be 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* SIGN HERE
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) Anita Radcliffe	Signature* SIGN HERE
Date of Pre-Audit Certificate*	Email Address* anita.radcliffe@co.beaufort.nc.us

CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS AND TAX ADVISORS

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

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 parities 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.

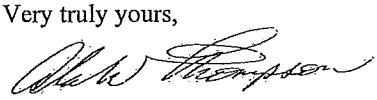
We expect to begin our audit by approximately May 2, 2022 and to issue our reports no later than October 31, 2022. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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,



Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Beaufort County.



Management signature: _____

Title: _____

Date: _____



Governance signature: _____

Title: _____

Date: _____

CC: Board of Commissioners

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Decision

Presenter: Jamie Heath, Mid-East Commission

Agenda Title: Resiliency Coastal Community Program

Summary of Information: The Mid-East Commission and RK&K served the county in Phases 1 and 2 of the NC Resilient Coastal Communities Program. Contractors worked with a Beaufort County Community Action Team comprised of public sector (both staff and elected officials), private sector, and non-profit sector members. An in person public open house and a virtual public open house were held in Feb. 2022.

The Draft Beaufort County Resilience Strategy was developed in partnership with the Community Action Team. The main document is attached and is also available on the Beaufort County website, Planning page at the following link:
https://www.beaufortcountync.gov/DocumentCenter/View/666/RCCP_Beaufort-Co_Resilience-Strategy_220420

The appendices (including maps and data) are available on the Beaufort County website, Planning page at the following link:
https://www.beaufortcountync.gov/DocumentCenter/View/667/RCCP_Beaufort-Co-Resilience-Strategy_Appendices_220413.

There will be a brief PowerPoint presentation to review the Draft Beaufort County Resilience Strategy.

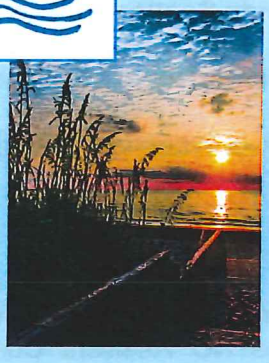
Submitter Recommendations/Motions: Staff recommends adopting the Draft Beaufort County Resilience Strategy.

Attachments:

Beaufort County
Board of Commissioners Meeting

June 6, 2022

North Carolina
RESILIENT COASTAL COMMUNITIES PROGRAM



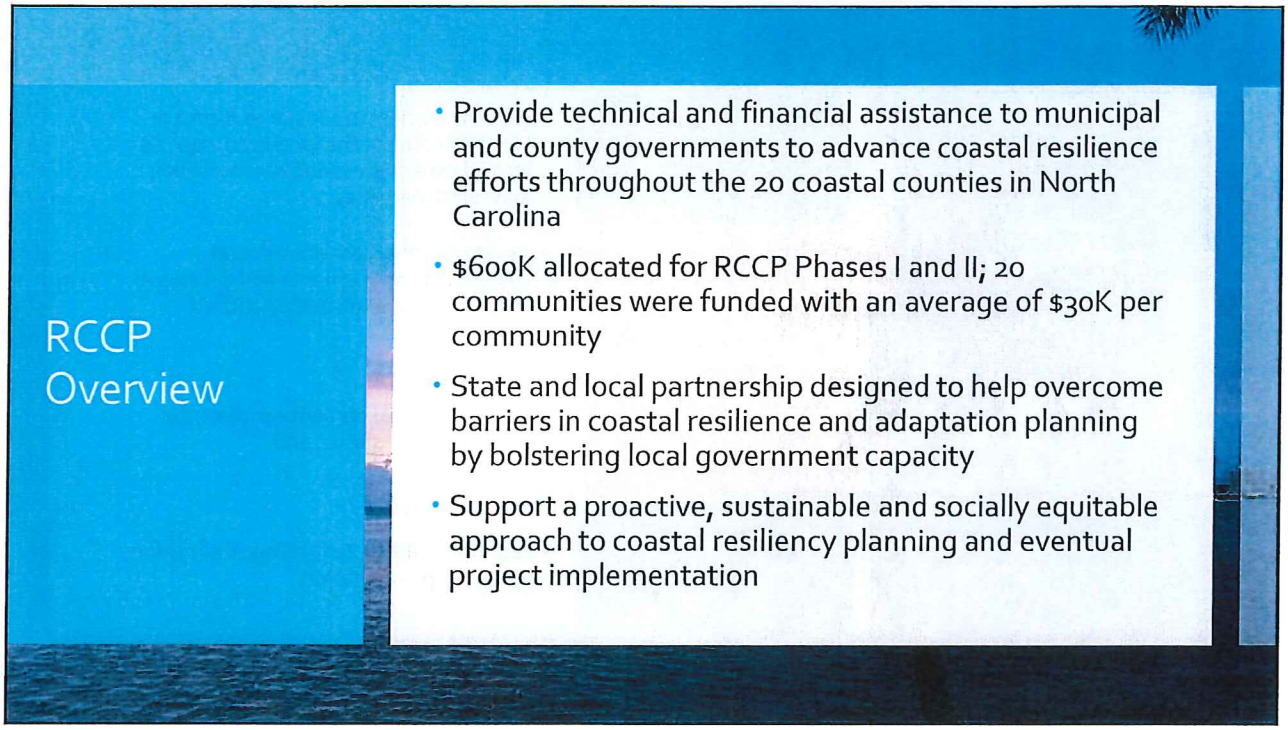
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RCCP Overview

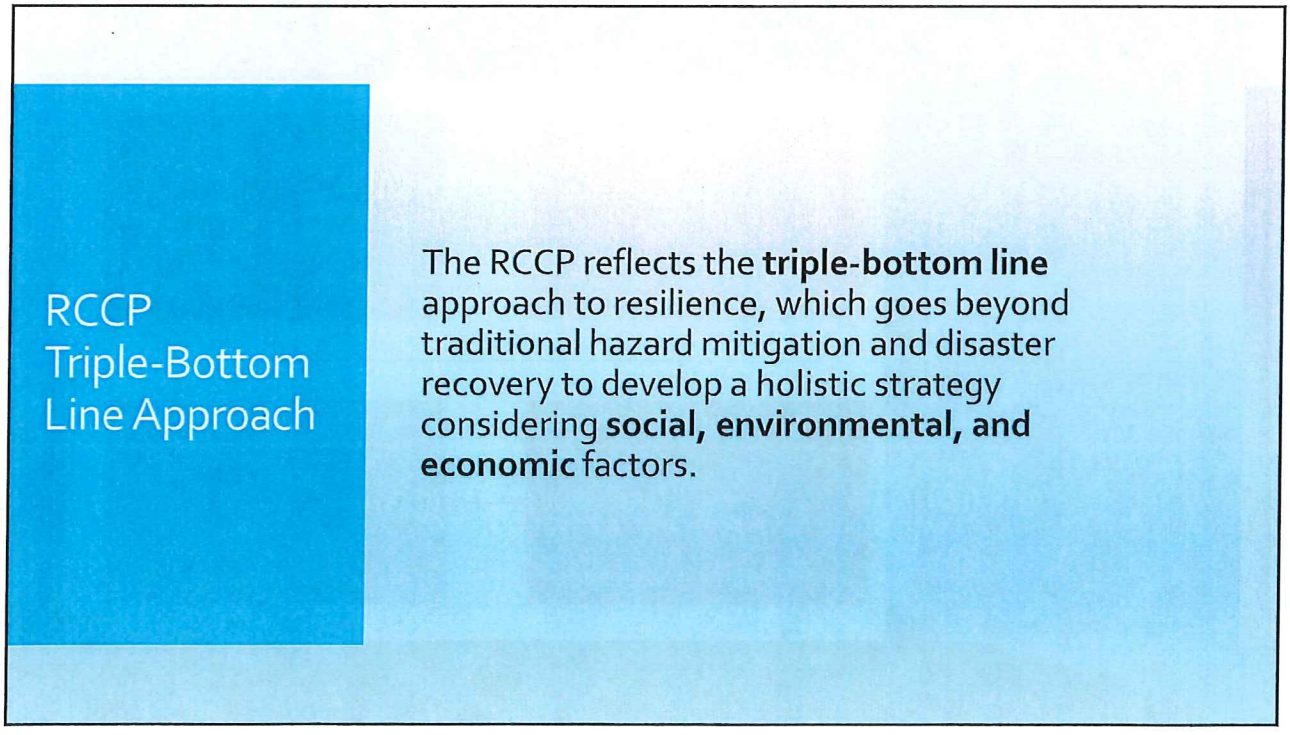
- The **Resilient Coastal Communities Program (RCCP)** is a component of the *2020 North Carolina Climate Risk Assessment and Resilience Plan*
- Funded through the NC General Assembly and National Fish and Wildlife Foundation (NFWF)
- North Carolina Division of Coastal Management (DCM) is implementing the RCCP in coordination with the North Carolina Office of Recovery and Resiliency (NCORR), The Nature Conservancy (TNC), and the North Carolina Sea Grant (NCSG)

NFWF NCORR The Nature Conservancy North Carolina Sea Grant North Carolina

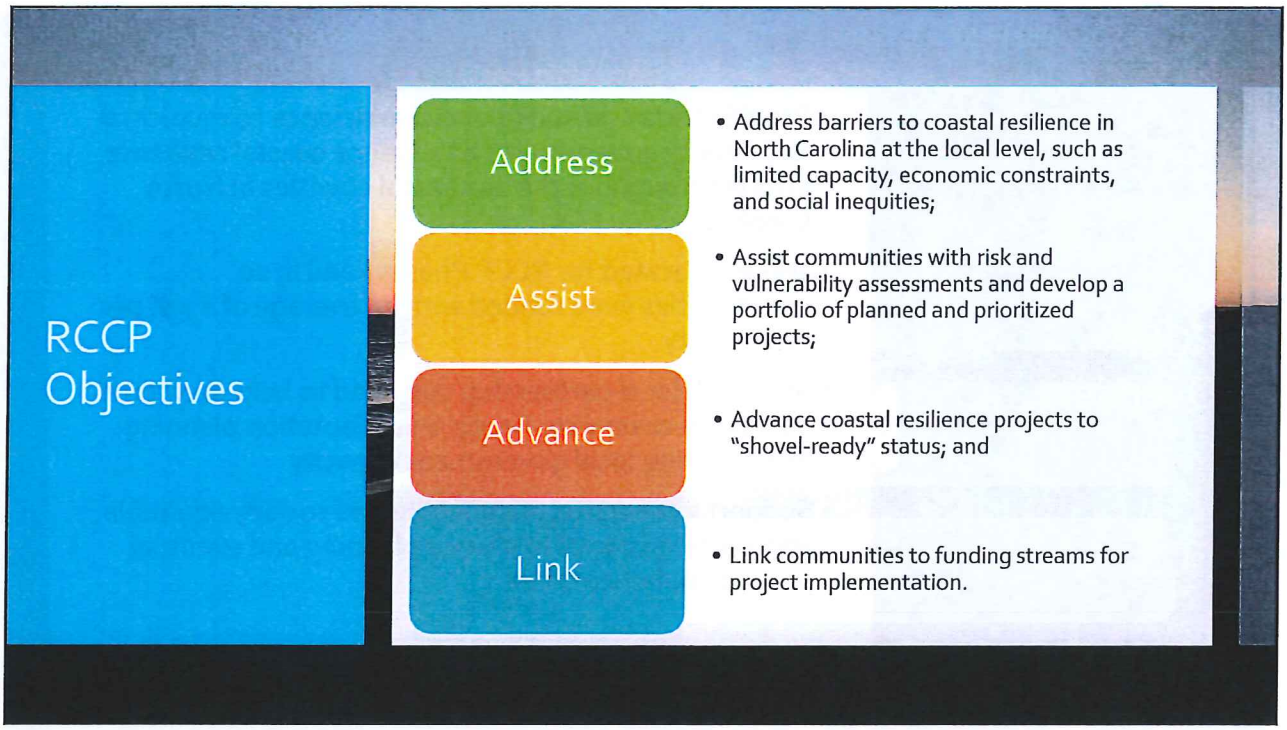
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RCCP Overview
• Provide technical and financial assistance to municipal and county governments to advance coastal resilience efforts throughout the 20 coastal counties in North Carolina
• $600K allocated for RCCP Phases I and II; 20 communities were funded with an average of $30K per community
• State and local partnership designed to help overcome barriers in coastal resilience and adaptation planning by bolstering local government capacity
• Support a proactive, sustainable and socially equitable approach to coastal resiliency planning and eventual project implementation

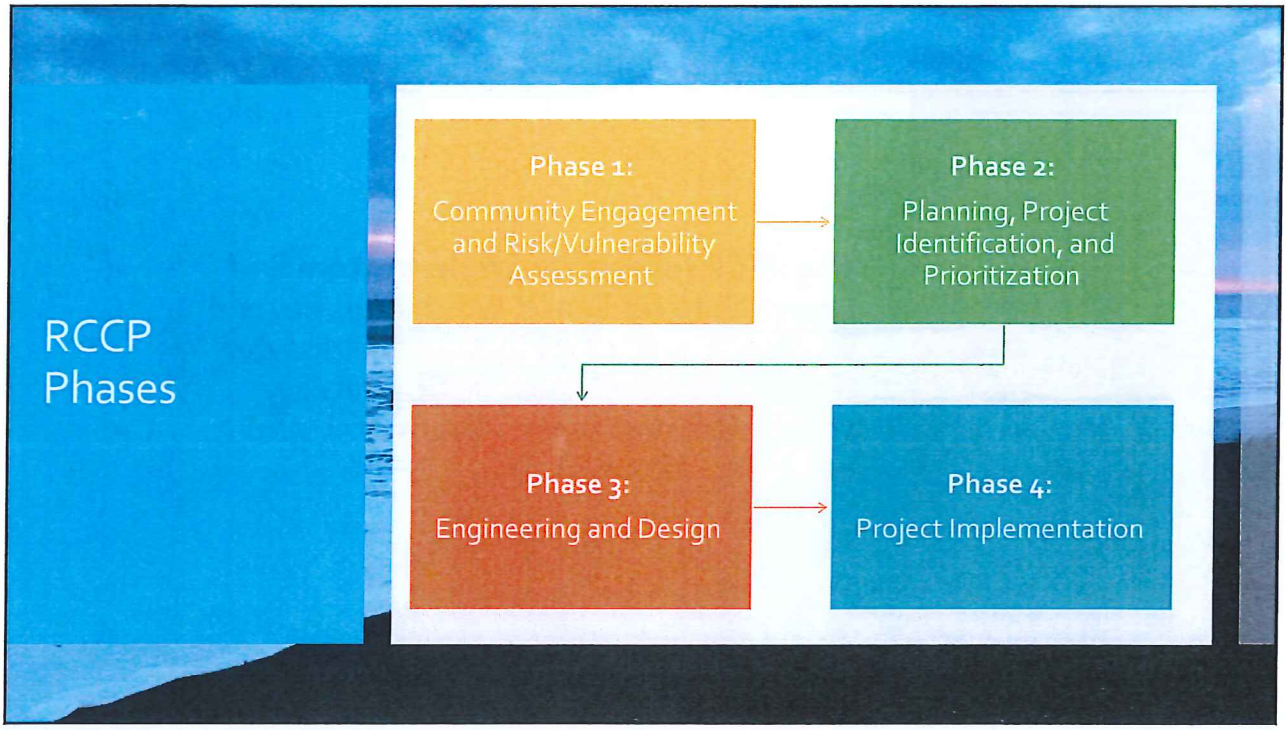
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RCCP Triple-Bottom Line Approach
The RCCP reflects the **triple-bottom line** approach to resilience, which goes beyond traditional hazard mitigation and disaster recovery to develop a holistic strategy considering **social, environmental, and economic** factors.

4

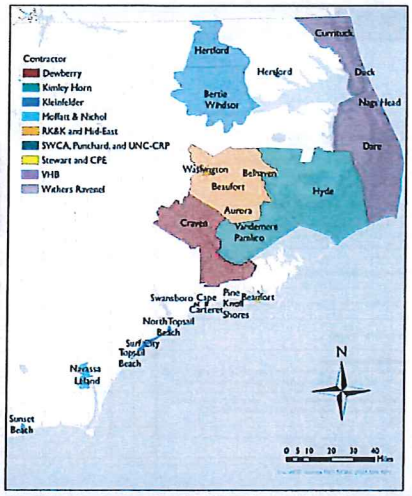

RCCP Objectives
Address
Assist
Advance
Link
• Address barriers to coastal resilience in North Carolina at the local level, such as limited capacity, economic constraints, and social inequities;
• Assist communities with risk and vulnerability assessments and develop a portfolio of planned and prioritized projects;
• Advance coastal resilience projects to "shovel-ready" status; and
• Link communities to funding streams for project implementation.

5


RCCP Phases
Phase 1:
Community Engagement and Risk/Vulnerability Assessment
Phase 2:
Planning, Project Identification, and Prioritization
Phase 3:
Engineering and Design
Phase 4:
Project Implementation

6

RCCP Phase I and II Awards



7

RCCP Phase I and II Objectives

- Preform community-driven, qualitative and quantitative risk and vulnerability assessments with special attention to socially vulnerable populations and critical assets
- Develop a portfolio of prioritized solutions/projects (policy, non-structural, structural, or hybrid) to address risks that reduce exposure and sensitivity or increase adaptive capacity to flooding and other hazards
- The *North Carolina Resilient Coastal Communities Program Planning Handbook* provides guidance for contractors and local governments to complete RCCP Phases I and II (September 2021 – March 2022)

Once communities complete Phases 1 & 2, they become eligible to apply for Phase 3 funding for project engineering and design, and Phase 4 implementation funding

8

STAPLEE Analysis

RCCP STAPLEE Criteria Worksheet
Beaufort County

STAPLEE Criteria >>	Social		Technical			Administrative			Political			Legal			Economic				Environmental				
Considerations for Alternative Actions	Community Acceptance	Effect on Segment of Population	Technically Feasible	Long-term Solution	Secondary Impacts	Staffing	Funding Allocated	Maintenance/Operations	Political Support	Local Champion	Public Support	State Authority	Existing Local Authority	Potential Legal Challenge	Benefit of Action	Cost of Action	Contributes to Economic Goals	Outside Funding Required	Effect on Land/Water	Effect on Endangered Species	Effect on Designated Water Bdy.	Consistent w/ Community Environmental Goals	Consistent w/ Federal Laws	TOTAL
ACTION: Drainage Ditches and Tributaries Maintenance Plan Develop a maintenance plan to clean out drainage ditches and tributaries (for areas not located in current drainage districts, where this is already being done).	1	1	1	1	1	1	0	1	1	1	1	1	1	0	1	1	0	1	0	0	0	1	1	17
ACTION: Open Space / Recreation Plan for Flood Mitigation Develop an open space/recreation plan for flood mitigation projects.	1	1	1	1	0	1	0	1	1	1	1	1	1	0	1	1	1	0	1	0	0	1	1	17
Implement a pervious surface policy. Consider implementing with a current subdivision and mobile home park ordinances.	0	1	1	1	0	1	0	1	0	1	0	1	1	1	1	1	1	1	1	0	0	1	1	16
ACTION: Pamlico and Pungo River Wetland Restoration Restore wetlands at the confluence of the Pamlico and Pungo Rivers.	1	1	1	1	1	0	0	1	1	1	1	0	1	1	1	1	1	0	1	0	0	1	1	17
Restore mudflat wetlands throughout Beaufort County.	1	1	1	1	1	0	0	1	1	1	1	0	1	1	1	0	1	0	1	0	0	1	1	16
Restore T.G Ponds (at Pamlico River and South Creek) to wetlands.	1	1	1	1	1	0	0	1	1	1	1	0	1	1	1	0	1	0	1	0	0	1	1	16
Move critical assets out of the floodplain.	1	1	1	1	0	0	1	1	1	1	1	0	1	0	1	1	1	0	1	0	0	1	1	16
ACTION: Living Shorelines Funding Program Coordinate with the Coastal Federation to determine funding availability for living shorelines. See the Nature Conservancy for examples of living shore lines that could be implemented.	1	1	1	1	0	1	1	1	1	1	1	1	1	1	1	0	0	1	1	1	1	1	1	20
Raise US 264 in certain locations in collaboration with NCDOT or implement other projects to control flooding in problem areas as appropriate (see Hurricane Matthew Post Event Redevelopment Plan).	1	1	1	1	0	0	0	0	1	1	1	0	0	0	1	0	1	0	1	0	0	1	1	12
Research flooding concerns for NC Highway 33 (evacuation route for southside of county) and develop projects to improve corridor, if needed.	1	1	1	1	0	1	1	1	1	1	1	1	1	1	1	1	0	1	0	0	0	0	0	16

9

Draft Beaufort County Resilience Strategy – Priority Project Portfolio

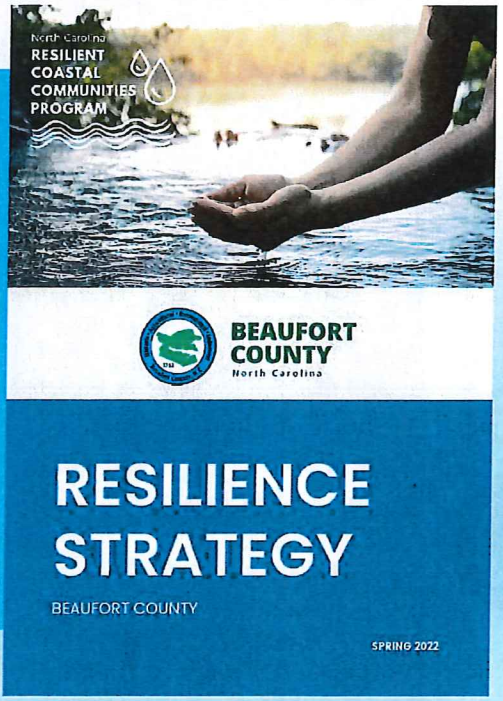
- **Low Impact Development Demonstration Site – Beaufort County CC**
  - This project proposes to construct a Low Impact Development Demonstration Site on the Beaufort County Community College campus. This hybrid solution will be combined with the development of educational materials for developers and homeowners.
  - This is the nature-based/hybrid project that was selected by the Community Action Team to move forward into the applications for RCCP Phase 3 (Engineering & Design) and Phase 4 (Implementation). The Phase 3 application was submitted on Friday, June 3rd.
- **Drainage Ditch and Tributary Maintenance Plan**
  - Develop a maintenance plan to clean out drainage ditches and tributaries to decrease flooding by improving flow. This plan would focus on areas located outside of existing drainage districts.
- **Essential/Emergency Services Operations Redundancies**
  - Create redundancy for government employees located within high-risk infrastructures and emergency services buildings to decrease the potential for lack of services directly after severe weather events. This would include establishing backup office space and equipment at other facilities in order to return to operational status as quickly as possible.

10

Draft Beaufort County Resilience Strategy Priority Project Portfolio

- **Living Shoreline Demonstration Site – Wrights Creek Park &**
- **Living Shoreline Planning and Funding Program**
  - This project proposes to install a living shoreline demonstration site on the county-owned Wright's Creek Park site. This nature-based solution will be combined with a Living Shorelines Planning and Funding Program in coordination with the Coastal Federation and other non-profit organizations to determine funding availability for living shorelines. Living shorelines are a relatively new approach that incorporate natural elements to create a more effective buffer to absorb wave energy and protect against shoreline erosion.
  - A DCM Public Beach and Coastal Waterfront Access Grant pre-application for the living shoreline demonstration site at Wright's Creek Park (along with other improvements) was submitted in April 2022.
- **Open Space, Greenway, and Public Park Improvement Program**
  - Develop a program to identify and establish open space areas within the floodplain and floodway to as well as needed improvements on greenways and in public parks. This program should also identify and maintain all property acquired with public mitigation funds within the Special Flood Hazard Areas as undisturbed open space in perpetuity. This program will help the county stay proactive against flooding.

11



Draft Beaufort County Resilience Strategy

- Available on the Beaufort County website, Planning page
- https://co.beaufort.nc.us/197/Planning
- Lower right-hand corner under quick links

12



BEAUFORT COUNTY
North Carolina

RESILIENCE STRATEGY

BEAUFORT COUNTY

SPRING 2022

INTRODUCTION

The Resilient Coastal Communities Program (RCCP) is funded through the North Carolina General Assembly and the National Fish and Wildlife Foundation and administered by the North Carolina Department of Environmental Quality – Division of Coastal Management. The RCCP is a component of the statewide North Carolina Resilient Communities Program, called for in the North Carolina Climate Risk Assessment and Resilience Plan.

The RCCP was established with the objectives of providing financial grants and technical assistance to support a proactive, locally driven, and equitable approach to coastal resilience planning and project implementation. The RCCP provides a phased framework to assess coastal risks and vulnerabilities, engage community stakeholders, and develop projects to strategically improve the resiliency of communities and their natural and built infrastructure. The RCCP consists of four phases:

- Phase 1 – Community Engagement/Risk and Vulnerability Assessment
- Phase 2 – Planning, Project Identification and Prioritization
- Phase 3 – Engineering and Design
- Phase 4 – Implementation

In Spring 2021, Beaufort County was selected to participate in the first two phases of the RCCP. The first two phases of the RCCP were completed in Spring 2022 with the development of this Resiliency Strategy document, the main deliverable of the program's initial phases. This Resiliency Strategy consists of a combination of all the Phase 1 and 2 deliverables/materials including those for the defining of the community vision and goals, the Community Action Team Report, the Stakeholder Engagement Strategy, the inventory of existing local and regional plans, the Risk and Vulnerability Assessment Report, and the project profile portfolios. This plan provides a framework to:

- Document the resiliency planning process and outcomes and provide a clarity of purpose
- Identify opportunities for short-term and long-term resiliency actions based on community input
- Set project priorities for Phase 3 – Engineering and Design
- Identify and attract potential funding opportunities to facilitate a 'direct path' to project implementation

VISION & GOALS

A resiliency strategy vision, goals, and objectives were developed to guide the planning process. Existing relevant plans were summarized for the Community Action Team (CAT). Vision statements and goals from each of the local and regional plans were reviewed. Example goals from resiliency plans outside the area were also reviewed. Example vision statements, goals, and themes were identified following review of existing plans. These examples were used to guide the CAT's brainstorming process during the first CAT meeting.

The team was encouraged to consider the triple bottom line approach to resiliency, including environmental, economic, and social factors. Worksheets were provided to CAT members for use in identifying draft vision statements, goals, and objectives. The team worked together during the first CAT meeting to complete the worksheets. Team members also had an opportunity to complete the worksheets following the CAT meeting.

Input from the CAT was used to finalize the resilience vision, goals, and objectives listed below.

RESILIENCE VISION

Beaufort County exemplifies a culture of resilience to coastal hazards through inclusive partnerships focusing on both effective response and recovery, and pro-active measures to prevent or minimize future damage. The county is quickly able to rebound from all hazard events, thereby supporting thriving, healthy communities that offer opportunities for all residents.

RESILIENCE GOALS & OBJECTIVES

Economic

GOAL 1: Protect and maintain critical infrastructure and ensure that critical infrastructure is resilient to all anticipated hazards.

Objectives:

- Identify key community assets that will need increased protection (both physically and fiscally) from the major weather events and incremental climate change impacts we will face in the next 20-50 years.
- Protect, maintain, and enhance critical infrastructure.
- Reduce power outages for residents and businesses.
- Promote research and development of utility hardening.
- Create redundancy in the water service network.

GOAL 2: Improve and maintain buildings to support resilience to hazards.

Objectives:

- Incentivize the construction of "flood resistant" homes.

- Elevate homes in flood prone areas.
- Floodproof businesses and other non-residential buildings in flood prone areas.
- Promote research and development of building construction and design standards that can better withstand storm damage.
- Promote energy efficiency and solar panels for homes and businesses.

GOAL 3: Support smart growth with future development.

Objectives:

- Provide guidance on how future development can minimize additional damages and recovery costs from hazard events.
- Discourage development in areas at high-risk for flooding or storm damage.
- Encourage the demolition of disused and dilapidated impermeable surfaces and buildings.
- Implement mitigation activities that will assist in protecting lives and property.
- Recognize that low level nuisance flooding and tidal flooding are going to become increasingly regular, and that infrastructure needs to be built or retrofitted in preparation of these events.
- Plan for sea level rise in coastal areas.

GOAL 4: Foster and sustain a strong economic base that recovers quickly following a hazard event.

Objectives:

- Strive for a sustainable economic base that allows all residents equal access to good jobs and meaningful education.
- Promote agriculture, tourism/ecotourism, and manufacturing.
- Support industries in achieving natural hazard resilience and in recovery efforts when events occur.
- Identify economic development opportunities that are best suited for the area.

GOAL 5: Identify and obtain funding to support hazard resilience.

Objectives:

- Develop a list of resilience projects with funding pathways.
- Identify funding and grant opportunities to implement resilience projects.
- Identify funding to reduce repetitive losses from previous hazard events, such as funding for building elevation/floodproofing and equitable buyouts.

Environmental

GOAL 6: Protect and enhance the natural habitats of fish and wildlife.

Objectives:

- Provide guidance on sustainable growth practices that respect the natural functions of the regional ecosystem and allow for their natural adaptation as the ecosystem undergoes relatively rapid change in coming decades. (See NC Wildlife's Green Growth Toolbox as a resource.)

- Incentivize reliance on "natural" protective systems as much as possible (i.e., leaving wetlands, forests and marshes as intact as possible to absorb floodwaters and mitigate storm surge).
- Discourage the excessive covering of land with impervious surfaces.

GOAL 7: Improve water quality.
- Improve water quality of the Tar River, Pamlico River, Pungo River and their tributaries.
- Protect riparian buffers and encourage intensive development away from riparian buffers.
- Support the Tar-Pamlico Nutrient Management Strategy.
- Partner with the local council of governments, environmental non-profits such as Sound Rivers, and local universities to plan, develop, and implement water quality projects.

GOAL 8: Improve stormwater management.
Objectives:
- Ensure that the elevating of roadways and houses does not create inadvertent "dikes" that result in flooding of unanticipated areas.
- Maintain and improve the capacity of existing stormwater management systems.
- Remove excess debris from streams to improve capacity.
- Prevent future debris from accumulating in streams.
- Improve construction and site design standards to reduce debris caused by flooding and storms.
- Encourage the construction of permeable surfaces to reduce flash flooding.

Social

GOAL 9: Develop effective hazard response and recovery.
Objectives:
- Build and/or improve early warning systems for weather events.
- Restore services quickly and efficiently following a hazard event.
- Minimize damage and loss of life from disasters.
- Plan how to deal with increased solid waste and storm debris disposal as natural disasters result in more home and property destruction in the future.
- Develop a Comprehensive Evacuation Plan.
- Plan for serving areas cut off by flood waters post storm events.
- Rebound quickly following a hazard event.

GOAL 10: Protect vulnerable populations.
Objectives:
- Provide emergency relief for those living in non-conditioned housing during extended heat events.
- Consider policy requiring manufactured home neighborhoods to have "safe spaces" constructed for residents to shelter in place during tornadic threats.

- Ensure that serving vulnerable populations is a top priority in response and recovery efforts.
- Ensure that all programs are equitable.
- Ensure that vulnerable populations are able to be evacuated in case of an emergency.
- Provide transportation services and shelters in case of an emergency.
- Ensure that vulnerable populations have the information needed to evacuate quickly and safely.
- Create awareness of the social impacts of climate change.

GOAL 11: Educate the public about resiliency.
Objectives:
- Educate the public, including the most vulnerable populations, with the tools needed to protect themselves from natural hazards.
- Educate the public on the natural environment, such as education on the benefits of preserving the natural functions of ecosystems and protecting sensitive lands, education on water quality and how to reduce personal impacts from non-point source pollution, local wildlife education/appreciation, etc.
- Educate the public on the health risks of mold.
- Educate the public on nature-based solutions to flooding.
- Ensure that information related to potential impacts of flooding reaches those in high flood risk communities.

GOAL 12: Promote thriving, healthy, and resilient communities.
Objectives:
- Promote riparian buffers as spaces for recreation, education, and enjoyment.
- Promote outdoor recreational activities for everyone, including public waterfront access.
- Ensure that all residents have access to clean water, food, healthcare, quality education, good jobs, and affordable, suitable housing.
- Preserve historic buildings and other historic resources.
- Support community improvements which improve the quality of life for all citizens.

GOAL 13: Foster inclusive, collaborative partnerships.
Objectives:
- Achieve a high level of resilience to all hazards through inclusive, collaborative partnerships including the public, non-profit, government, and private sectors.
- Create a culture of resilience throughout Beaufort County, recognizing all potential hazard events.
- Strengthen interjurisdictional and interagency partnerships.

COMMUNITY ACTION TEAM REPORT

Roles to fill on the Community Action Team (CAT) were based on guidance from the Resilient Coastal Communities Program Handbook. The goal was to build a multi-disciplinary Community Action Team with expertise in planning and community development, hazard mitigation, utility management, engineering, the community's economy, engaging with vulnerable and underrepresented populations, and nature-based solutions. Community Action Team members could include municipal/county managers, planners, elected officials, utility managers, community and economic developers, business community representatives, disaster recovery coalitions/groups, councils of governments (COGs), state and federal land managers, non-governmental organizations (NGOs), and others working with the community on resilience planning.

The first CAT member identified was the County Manager. The County Manager worked with the contractors to identify CAT members to fill the roles detailed above. Potential members were contacted by phone and/or email either by the contractors or the County Manager. The need for CAT members was announced to the public at a County Board of Commissioners' meeting. Two elected officials were selected to serve from the Board of Commissioners as well. Underserved community representatives were identified by the County Manager.

The selected Community Action Team members are listed below.

COMMUNITY ACTION TEAM MEMBERS

- Bishop James S. McIntyre Sr., Cornerstone Family Worship Center, Pastor
- Brian Alligood, Beaufort County, County Manager
- Carlton Gideon, Mid-East Commission, Planner
- Carnie Hedgepeth, Beaufort County, Emergency Management Director
- Christina Smith, Beaufort County, Public Works Director
- Dr. Dave Loope, Beaufort County Community College, President
- Ed Booth, Beaufort County, Commissioner
- Heather Deck, Sound Rivers, Executive Director
- Jill Howell, Sound Rivers, Environmental Projects Manager
- John Rebholz, Beaufort County, Commissioner
- Martyn Johnson, Beaufort County, Economic Development Director
- Sue Squires, Beaufort County, Economic Development Specialist
- Tom Stroud, NC Estuarium/Partnership for the Sounds, Deputy Director

Refer to Appendix A for Community Action Team Materials.

STAKEHOLDER ENGAGEMENT STRATEGY

Existing Conditions, Issues, and Opportunities

In fall 2021, a public survey was developed in partnership with the Community Action Team (CAT). Questions were based around resiliency to flooding and sea level rise. The survey was designed to be completed in 5 - 15 minutes depending on how much the respondent had to share. The public survey was available online and was also available in hard copy format.

The survey was advertised on the county's website and Facebook page, Sound River's website and Facebook page, and the NC Estuarium's Facebook page. Hard copies of the survey were available at all county buildings in public facing areas, and also available at the NC Estuarium. Flyers advertising the survey were hung at these locations to draw attention from visitors. Hard copies of the survey and flyers with the online survey link were also distributed to county residents in partnership with local faith based organizations.

Flyers and hard copies of the public survey were available at the November 1, 2021 Board of Commissioner's meeting. Contractors attended a Community Resource Partners meeting at Cornerstone Family Worship Center on November 10, 2021 to provide education on the county's Resilient Coastal Communities Program, and to encourage participation in the public survey. A total of 51 residents responded to the survey.

Public input from the survey was used to identify existing conditions, issues, needs, and opportunities to enhance resiliency. Information was gathered on how residents' home and business properties have been affected by flooding, flooding seen in the community, how the respondents' personal lives have been affected by flooding, and what measures they have taken to prevent or avoid flooding. This information was used to recommend strategies for flooding resilience. For example, contractors reviewed specific areas where people had noticed flooding issues in the community to recommend strategies for those areas as appropriate, and program recommendations such as public education campaigns were recommended based on survey responses.

Draft Resiliency Actions

In spring 2022, an online storymap was created using ArcGIS Online and was posted at BeaufortCountyResiliency.org. The storymap reviewed Resiliency 101, Beaufort County's vision statement, CAT members, building upon previous plans, the public survey, the risk and vulnerability assessment, the top flood related hazards, the STAPLEE analysis, and draft actions, all in an interactive storymap format. There was a comment form at the end of the storymap that the participant could fill out if desired, allowing them to comment on the draft actions and other elements of Beaufort County's Resilient Coastal Communities Program. The storymap was advertised in conjunction with the public open house, detailed below.

Two public open house events were held, one in person on Feb. 17, 2022 and one virtually on Feb. 21, 2022. These events, along with the storymap at BeaufortCountyResiliency.org, were advertised through a press release, an article in the Washington Daily News, flyers hung at public locations in the county, on the county's Facebook page, and on the county's website.

The virtual open house utilized the storymap to engage participants. For the in-person open house, posters were displayed which duplicated the information contained in the online storymap, including the following:

- What is resiliency?
- Flooding in Beaufort County
- What does resiliency mean to you? (interactive)
- North Carolina Resilient Coastal Communities Program
- A Community Plan – Resiliency Vision, Community Action Team, Building Upon Previous Plans
- Public Survey Results
- Risk and Vulnerability – Vulnerable Community Assets and Top Flood Related Hazards
- Map – Critical Assets overlaid with Category 3 Storm Surge
- Map – Critical Assets overlaid with 1 ft. Sea Level Rise
- Projects and Priorities – Suite of Potential Solutions
- Preliminary Strategies and their Feasibility
- Action Strategy Areas
- Provide input on your top (3) preferred actions (interactive)
- Provide input on your top (1) nature-based or hybrid action (interactive)

In addition to the interactive posters, there were comment forms available at the public open house to solicit feedback on preferred projects and other aspects of the community's resiliency program. There was also a resource table with handouts on topics such as flood readiness, stormwater education, creating home rain gardens, septic maintenance, mold remediation, etc. Some of these materials were made available in Spanish. Contractors and CAT members were available to interact with the public during the in person and virtual events.

Comment forms could be submitted at the open house event and could be submitted online or by postal mail until February 25, 2022.

ENGAGEMENT TOOLS

- Public Survey
- Webpage/Online Storymap
- Notifications (news release, social media ads, flyers)
- Public Open Houses (In-person and Virtual)

Refer to Appendix B for Stakeholder Engagement Materials.

REVIEW OF EXISTING LOCAL & REGIONAL EFFORTS

To avoid the duplication of work and to build upon and remain consistent with previous resiliency efforts, existing resources/plans/policies/ordinances were reviewed, incorporated, and augmented as part of the community driven RCCP. The Pamlico Sound Hazard Mitigation Plan contains a baseline vulnerability and risk assessment and served as a reference point for conducting the RCCP Phase I and II assessment while considering additional factors and the local context.

RELEVANT PLANS, ORDINANCES, POLICIES, AND PROGRAMS

- **Albemarle-Pamlico Comprehensive Conservation and Management Plan (CCMP) (2012)**
  The CCMP considers and analyzes four basic questions: 1) What is a healthy Albemarle-Pamlico system, 2) What is the current condition of the system, 3) What are the most significant challenges facing the system over the next 10 years, and 4) What actions should be implemented to best achieve a healthy system?

- **Beaufort County Economic Development FY 21-22 Work Plan (2021)**
  The purpose of the Beaufort County Economic Development Work Plan is to provide tools, strategies, and guidance to increase economic development through collaboration, resources, knowledge, flexibility, and innovation.

- **Beaufort County CAMA Land Use Plan (2019)**
  The purpose of the plan is to help the county and towns to manage growth and development, ensure that new land uses are compatible with land use plans/visions, plan for the expansion of services, and protect and conserve essential coastal resources.

- **Beaufort County Comprehensive Transportation Plan (2013)**
  The CTP is a long-range plan which identifies major transportation improvement needs and develops long term solutions for the next 25 to 30 years. It is a joint effort between Beaufort County, City of Washington, Town of Aurora, Town of Bath, Town of Belhaven, Town of Chocowinity, Town of Pantego, Town of Washington Park, the North Carolina Department of Transportation (NCDOT), and the Mid-East Rural Planning Organization.

- **Beaufort County Comprehensive Bicycle Plan (2020)**
  The Beaufort County Comprehensive Bicycle Plan provides a framework for the county, municipalities, residents, developers, NCDOT and other regional planning partners to build an improved bicycle network. It provides detailed recommendations for bicycle facilities, programs, policies, and implementations to improve mobility, safety, health, the economy, the environment, and overall quality of life.

- **Hurricane Matthew Resilient Redevelopment Plan – Beaufort County and Northeast Region Plans (2017)**
  The purpose of the plan is to provide a roadmap for community rebuilding and revitalization assistance for the communities that were damaged by the hurricane. The program empowers communities to prepare locally driven recovery plans to identify redevelopment strategies, innovative reconstruction projects, and other needed actions.

- **Pamlico Peninsula – Building Resilient Regions Report (2016)**
  The International Economic Development Council (IEDC) contracted to assist Beaufort County and nine other Pamlico Peninsula Counties (PPCs) with developing and implementing resiliency measures. The IEDC provided specific advice on how to strengthen existing programs and develop new programs or strategies so that the county and region can be more resilient from an economic perspective to future crises.

- **Pamlico Sound Regional Hazard Mitigation Plan (2020)**
  The HMP ensures that all possible activities are reviewed and implemented so that the problem is addressed by the most appropriate and efficient solutions. This plan provides a framework for all interested parties to work together toward mitigation. It establishes the vision and guiding principles for reducing hazard risk and proposes specific mitigation actions to eliminate or reduce identified vulnerabilities.

RISK AND VULNERABILITY ASSESSMENT REPORT

To assess risk and vulnerability, contractors identified critical assets within Beaufort County. These critical assets included community assets, natural infrastructure, and vulnerable populations within the communities. (See Appendix C for the list of identified critical assets.)

MAPPING ASSETS, NATURAL INFRASTRUCTURE, AND VULNERABLE POPULATIONS

Community Assets

Contractors worked with the Community Action Team (CAT) at the 2nd CAT meeting to identify community assets in list format, then researched what GIS data was available. In some cases, there was already a data layer available, while in some cases, the GIS data was created by the contractors based on CAT input on which assets to include. In sources below, "data created" is used to designate data that was developed by the contractor.

Sources:

- Emergency Management – data created
- Law Enforcement/Security – data created
- Fire and EMS Stations – NC Office of State Fire Marshall
- Government Services – data created
- Food – data created
- Water and Wastewater – NC Department of Environmental Quality, Division of Water Resources
- Electric Power Grid – Duke Energy (Other provider data requested but not received)
- Transportation – NC Dept. of Transportation, Beaufort County, some data for local transportation assets created
- Solid waste – data created
- Medical – data created
- Schools – data created
- Libraries – data created
- Churches – data created
- Community Buildings and Facilities – data created
- Community Response Partners – Beaufort County Emergency Management
- Hazardous, Leaking Underground Storage Tanks – NC Department of Environmental Quality
- Hazardous, Toxic Release Inventory – US Environmental Protection Agency
- Hazardous, Hazardous Waste Sites – NC Department of Environmental Quality

Natural Infrastructure

Contractors researched existing natural infrastructure data and shared an initial list with the CAT. The team helped to add additional natural assets to the list. Contractors also worked with the team to identify local public land and private land used for public recreational purposes.

Sources:

- Wetlands – US Fish and Wildlife Service
- Working Forest Lands – NC Natural Heritage Program
- Rural Forest Landscape – NC Natural Heritage Program
- Urban Forest Landscape – NC Natural Heritage Program
- 100-year Floodplain – FEMA
- 500-year Floodplain – FEMA
- Rivers and Streams – NC Department of Environmental Quality
- High Quality Waters – NC Department of Environmental Quality
- Primary and Secondary Fishery Nursery Areas – NC Dept. of Environmental Quality
- 303(d) Listed Waters – US Environmental Protection Agency
- Parks and Public Land – data created
- Public Boat Ramps – NC Wildlife Resources Commission
- Managed Areas – NC Natural Heritage Program
- Natural Areas – NC Natural Heritage Program

Vulnerable Populations

Maps of vulnerable populations were downloaded from the Center for Disease Control including the overall Social Vulnerability Index, Socioeconomic Status, Household Composition/Disability, Race/Ethnicity/Language, and Housing Type/Transportation. The CAT reviewed the series of vulnerable populations maps. In many instances the team felt that the Social Vulnerability Index did not align with what is seen locally. The Aurora area, in the southeastern part of the county, should have been the most vulnerable area for Socioeconomic Status. It is the most vulnerable in the county and certainly more vulnerable than Chocowinity or Washington. The Aurora area is also a food desert. Additionally, the Housing Type/Transportation map did not seem accurate. There are major transportation issues in these areas. The Census Tract level does not reflect local conditions well. The Household Composition/Disability map looked fairly accurate.

Sources:

- Social Vulnerability Index – US Center for Disease Control

Identifying and Mapping Hazards

The Community Action Team chose to evaluate flooding, storm surge and sea level rise as community hazards to assess risk and vulnerability within the community.

Floodplains

The Coastal Flood Risk model, 100-year floodplain, and 500-year floodplain data from the Federal Emergency Management Agency (FEMA) were used to identify potential flooding scenarios within the community. By selecting three flooding scenarios, the contractors were able to assign each scenario a high, medium, and low threshold to evaluate vulnerability to critical assets.

Sources:

- North Carolina Emergency Management Floodplain Mapping program

Storm Surge

The potential storm surge flooding data from the National Oceanic and Atmospheric Administration (NOAA) was used to identify potential storm surge scenarios within the community. The contractors also evaluated storm surge data from Hurricane Florence, which is known to be one of the most devastating storms that impacted Beaufort County in decades. This data was broken down into three scenarios; greater than 9ft, 9-3ft, and less than 3ft to evaluate storm surge vulnerability within a high, medium, and low threshold.

Sources:

- NOAA Hurricane Center and Central Pacific Hurricane Center – National Hurricane Center Data in GIS Formats

Sea level rise

Sea level rise (SLR) data from the National Oceanic and Atmospheric Administration (NOAA) was used to identify and map potential 1ft, 2ft, and 3ft SLR scenarios within the community. By selecting three scenarios we were able to assign each scenario a high, medium, and low threshold to evaluate vulnerability to critical assets.

Sources:

- NOAA Sea Level Rise Data Download

ASSESSING VULNERABILITY

Vulnerability = Exposure + Sensitivity - Adaptive Capacity

Exposure refers to the probability of physical contact between an asset and a hazard.

Sensitivity is the degree to which an asset is impacted by a hazard.

Adaptive Capacity is the ability of an asset to change its characteristics or behavior in response to a hazard.

To assess vulnerability, contractors developed multiple vulnerability indexes which combined exposure, sensitivity, and adaptive capacity to estimate cumulative vulnerability of critical assets within four categories: Building Infrastructure, Natural Resources, Transportation Infrastructure, and Utility System Infrastructure.

Exposure and sensitivity were objective factors within the vulnerability equation.

For exposure, contractors analyzed direct effects of different coastal hazards (flooding, storm surge and sea level rise) on the community critical assets by categorizing each hazard exposure as high, medium, or low. For example, if a critical asset was exposed to a 1ft sea level rise (SLR) it would fall under the highly vulnerable category, while a 2ft. and 3 ft. SLR would indicate medium and low exposure, respectively.

For sensitivity, contractors analyzed the cumulative effects of the critical assets within each category by assigning a percent threshold or indicating a high/low need for that asset within the community. For example, high sensitivity for building infrastructure indicates that greater than 66% of the community asset building – within a certain subcategory (i.e., police stations) - were affected by the coastal hazard or that a particular building was highly sensitive to the function of the community.

Adaptive capacity was a subjective factor within our assessment that used objective data and community input to evaluate. Factors such as: Social vulnerability, feasibility of relocation, feasibility of retrofit, and possible alternatives were evaluated to give each critical asset an adaptive capacity score. Contractors relied on input from the Community Action Team to evaluate the adaptive capacity of each critical asset.

Asset	Exposure score 0-3	Sensitivity score 0-3	Adaptive Capacity 0-3	Vulnerability Score 0-6
Asset name	*0 = no exposure* *1 = low* *2 = medium* *3 = high*	*0 = no sensitivity* *1 = low* *2 = medium* *3 = high*	*0 = no adaptive capacity* *1 = low* *2 = medium* *3 = high*	*0 - 2 = Low* *3 - 4 = Medium* *5 - 6 = High*

Critical assets were given a score based on the average exposure, sensitivity, and adaptive capacity scores. These scores were then used in the vulnerability equation to calculate cumulative vulnerability. The thresholds for each category are listed below:

Building Infrastructure

- Exposure
  - High: Coastal Flood Risk (FEMA Model) / 9+ft Surge / 1ft SLR
  - Medium: 100YR floodplain / 3-9 ft Surge/ 2ft SLR
  - Low: 500 floodplains / >3ft Surge / 3ft SLR
- Sensitivity
  - High: >66%+ Facilities affected / Highly sensitive to community operations
  - Medium: 33%-66% Facilities affected / Alternative facilities available
  - Low: <33% Facilities affected / Facility not needed for community operations
- Adaptive Capacity
  - Social vulnerability index
  - Ability to relocate building infrastructure (Ex. From 25yr to 50yr floodplain)
  - The ability to raise structure
  - Accessibility to residents once moved
  - Land availability
  - Ability to Retrofit for flooding (Rise generator/sensitive components)
  - Another facility can be used in its place
  - Facility is not needed to operate

Natural Resources (Streams, Wetlands, Managed Areas, Natural Areas)

- Exposure
  - High: Coastal Flood Risk (FEMA Model) / 9+ft Surge / 1ft SLR
  - Medium: 100YR floodplain / 3-9 ft Surge/ 2ft SLR
  - Low: 500 floodplains />3ft Surge / 3ft SLR
- Sensitivity (Inundation from SLR with no ability to migrate of evolve)
  - High: 1 Ft / 25ft from structure / 50% effected
  - Med: 2 Ft / 50 ft from structure / 25%-50%
  - Low: 3+ ft / 100 ft from structure / >25%
- Adaptive Capacity
  - Restorative capacity
  - Ability to increase flood capacity
  - Alternative use capacity (Ex. Park and floodplain)

Transportation Infrastructure

- Exposure
  - High: Coastal Flood Risk (FEMA Model) / 9+ft Surge / 1ft SLR
  - Medium: 100YR floodplain / 3-9 ft Surge/ 2ft SLR
  - Low: 500 floodplains / >3ft Surge / 3ft SLR
- Sensitivity
  - High: >50% of structures effected by natural hazards
  - Medium: 25% - 50% effected by natural hazards
  - Low: <25% effected by natural hazards
- Adaptive Capacity
  - Social vulnerability index
  - Ability to relocate transportation infrastructure (Ex. From 25yr to 50yr floodplain)
  - The ability to raise structure (Bridge)
  - Ability to retrofit the infrastructure to be more resilient to flooding

Utility System Infrastructure (Sewer/Water/Electric/Communications)

- Exposure
  - High: Coastal Flood Risk (FEMA Model / 9+ft Surge / 1ft SLR
  - Medium: 100YR floodplain / 3-9 ft Surge / 2ft SLR
  - Low: 500Y floodplains / >3ft Surge / 3ft SLR
- Sensitivity
  - High: >50% of structures effected by natural hazards
  - Medium: 25% - 50% effected by natural hazards
  - Low: <25% effected by natural hazards
- Adaptive capacity
  - Social vulnerability index
  - Ability to relocate utility system infrastructure (Ex. From 25yr to 50yr floodplain)
  - The ability to increase capacity
  - Ability to retrofit the infrastructure to be more resilient to flooding

ESTIMATING RISK

Asset Values

Infrastructure assets were valued based on the total tax evaluation (structure and land). This methodology helped alleviate concerns voiced by the Community Action Team related to data used in the evaluation. Hazardous assets were also based on the total tax value of the property which acted as a mitigation proxy value. Transmission easement values were based on the property tax values of which the easement intersected. Natural and Managed areas were

valued based on the total tax value of the properties within these areas. Roads and bridges were valued based on their average replacement rates of $5,088,824/mile and $783,480/bridge, respectively. These values are based on the Federal Highway Administration's average replacement cost per mile of roadway and the North Carolina Department of Transportation's (NCDOT) average replacement cost per bridge. Wetlands and streams were valued based on the mitigation rate set by the NC. Division of Mitigation Services at $67,442.06/ac. and $603.87/ft., respectively.

Call to Action

A call to action was determined based on risk value and vulnerability to the critical asset. From the evaluation of the critical action team these assets called for action:

- Beaufort County Courthouse and Jail
- Beaufort County Social Services
- Macedonia Church of Christ
- Mobile Food-Pantry Pantego
- Pungo Christian Academy
- Beaufort County Richland Water Treatment Plant
- Beaufort County Water Dept. - Public Works Dept.
- BJ's Convenience Store well (Well #1)
- Dowry Creek Marina well (Well #1)
- New Hope Church of Christ Wastewater Treatment Plant
- Town of Chocowinity System Well (Well #2A)
- Town of Chocowinity System Well (Well #3)
- Whitley's Mobile Home Park well (Well #2)
- Whitley's Mobile Home Park well (Well #1)
- Bridges
- Rail Lines
- Natural Heritage Program - Natural Areas
- Streams
- Underground Storage Tanks
- Hazardous Waste Sites

Sources:

- Beaufort County 2021 tax values (GIS / Land Records | Beaufort County, NC)
- Division of Mitigation Services rate schedule (Current Rate Schedules | North Carolina Department of Environmental Quality)
- Federal Highway Administration
- Improving Replacement Cost Data for NCDOT Highway Bridges (Microsoft Word - FinalReportRP2017-09 (ncdot.gov)

Refer to Appendix C for Risk and Vulnerability Assessment Materials.

PROJECT PORTFOLIO

The assembled project portfolio details 6 shovel-ready priority projects, addressing hazards, type of strategy area and approach, priority rating, potential sources of funding, cost and project duration estimates, and action items. These projects were developed to coincide with the top priority solution that would help make the community more resilient to the hazards identified: sea level rise, storm surge, riverine flooding, tidal flooding, and nuisance flooding. One nature-based or hybrid solution project is eligible to move forward into phase three of the Resilient Coastal Communities Program, Engineering and Design. Beaufort County chose to move forward by retrofitting a demonstration area that implements low impact development for education and outreach at the Beaufort County Community College. Below we show the steps taken to assemble the project portfolio that led to the communities and the Community Action Team choosing this project.

Identify a Suite of Potential Solution

The first step to assembling the project portfolio was to identify a suite of potential solutions. The contractors helped the Community Action Team identify 42 potential solutions. The Pamlico Sound Hazard Mitigation Strategies identified an additional 27 potential solutions that could also be carried forward. These solutions were categorized by the 'related asset,' 'strategy area,' and 'strategy approach' and presented to the Community Action Team at the 4th CAT meeting. Each Community Action Team member then identified their top 10 solutions and 17 solutions moved forward to the consolidation and prioritization phase.

Consolidate and Prioritize Projects

The second step in assembling the project portfolio was to consolidate and prioritize the project solutions. The Community Action Team identified 17 solutions from the suite of potential solution that could move forward. The contractor then used the STAPLEE Method and a simple cost/benefit rating system to help consolidate and prioritize all the potential project solutions. The STAPLEE Method takes into consideration the Social, Technical, Administration, Political, Legal, Economic, and Environmental impacts of each project solution. While the cost/benefit rating system used a high/medium/low scoring system to predict benefits and costs of each project solution. Many of the project solutions, identified by the community action team, scored well in both metrics. An additional 7 projects scored well on both metrics and 24 potential priority projects were presented to the community action team during the 5th meeting where the STAPLEE and cost/benefit rating metrics were reviewed and finalized. These projects were then brought to the community for additional feedback. Input from Beaufort County residents along with the Community Action Team identified 6 priority projects to be presented in the project portfolio.

Priority Projects

- Low Impact Development Demonstration Site – Beaufort County Community College
- Living Shoreline Demonstration Site – Wrights Creek Park
- Drainage Ditches and Tributaries Maintenance Plan
- Essential / Emergency Services Operations Redundancies Plan
- Special Flood Hazard Education and Repetitive Loss Property Elevation/Acquisition Program
- Open Space, Greenway and Public Park Improvement Program

Refer to Appendix D for the Project Portfolios.

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Decision

Presenter: Deloris Creasman, Huamn Resources

Agenda Title: Lease/Rental Subscription Badge Machine, Printer, Maintenance, and Software

Summary of Information: Human Resources prepares badges for Beaufort County all employees, door access badges, courthouse, judge's chambers, etc. Our current badge equipment is over 5 years old (4 years is the typical lifespan of the equipment), and that model has been discontinued as of July 2021, with the software no longer supported. The equipment is currently not functioning well. After consulting with BadgePass, we have two options available to procure a new badge machine, printer, and supported software. Please see below for the two options and their cost.

PURCHASE	
Equipment Purchase	$9,042.00
Software Service Agreement	$570.00 yearly
Subscription	$215.00
Service Agreement/Card Printer	$1,250.00
TOTAL	$10,862.00

LEASE/RENTAL SUBSCRIPTION	
One-time Set-up	$300.00
Base Monthly Subscription	$ 40.00
Elite Monthly Subscription	$175.00
TOTAL Monthly Subscription	$215.00
TOTAL Yearly Subscription	$2,580.00

It is much more economical for the County if we choose the lease/rental subscription option. BadgePass will provide everything for a 3-year period and the County will only need to purchase badges. See attached quotes which. The County Manager, Finance Director, and Purchasing Officer have reviewed the quotes and are also in agreement with the lease/rental subscription.

Submitter Recommendations/Motions: Staff recommends entering into the subscription agreement for the new equipment for 3 years. There are adequate funds available in Fiscal Year 2021-2022 and no additional funds will need to be appropriated. Request to approve old BadgePass equipment be place in surplus.

Attachments:

.

BADGEPASS®

ADDRESS
280 Trace Colony Park Dr
Ridgeland, MS 39157

PHONE + FAX
P| 601.499.2131
F| 601.856.2823

ONLINE
www.badgepass.com

PROJECT PROPOSAL

Prepared for:

Deloris Creasman

Beaufort Co NC EM

Prepared by:

Todd Pierce

BADGEPASS®

Quote

BadgePass
280 Trace Colony Park
Ridgeland, MS 39157
United States

T: 601.499.2131

Quote #	**1671 v2**
Date	**05/26/2022**
Expires	**06/27/2022**
Contact	**Todd Pierce**

Prepared for

Beaufort Co NC EM
Deloris Creasman
121 W 3rd St
Washington, NC 27889
United States

T: 252-946-0079
E: deloris.creasman@beaufortcountync.gov

ACCEPT QUOTE

BadgePass Quote - Enterprise ID System

Hardware

Item	Qty
BadgePass Identity Manager - Single Workstation Code: BIM011001	1
Identity Manager Software Service Agreement (1 Year) Includes software updates and upgrades and remote phone support. Price for First Workstation.	1
BadgePass NXT5000 Badge Printer (Dual Sided) Code: BIM005003	1
BadgePass NXT5000 YMCKO-K Ribbon (200 Prints) Code: BIM005011	1
BadgePass Printer Cleaning Kit (5 Adhesive Cards / 5 Alcohol Swabs) Code: BIM005020	1
BadgePass Zoom Identity Camera Code: BMP081002	1
Onsite Installation and Training (Advanced ID System) Includes onsite installation and training services, including all client and server software install, system configuration, setup of one (1) DataSync profile and up to four (4) card designs. Also includes installation and configuration of card printer and camera. Training may be performed onsite or remotely, depending on customer availability and preference at time of install.	1
BadgePass Camera Tripod (Mini) Code: BMP081010	1
Premium Service Agreement (Card Printer / 1 Year) Includes onsite service and support for period of one (1) year including all travel, labor and parts to service equipment. Also includes one (1) Preventative Maintenance cleaning visit each year. Supplies and printheads not included in agreement.	1

BADGEPASS®

Quote

Please contact us if you have any questions.

Total One-Time **$9,042.00 USD**

ACCEPT QUOTE

Terms and Conditions

The equipment and software listed will be ordered after receiving the Purchase Order and Initial Deposit, if required. By electronically accepting this quote, submitting a Purchase Order or submitting a signed quote to authorize purchase, customer agrees to terms and conditions and any project details outlined in scope of work. Customer agrees to provide server and/or client workstation machines that meet recommended system specifications. If hardware does not meet system requirements, additional installation charges may apply.

BadgePass reserves the right to invoice customer for hardware items upon delivery.

Payment is due Net 15, subject to credit approval. No returns after 30 days and restocking fees of 25% may apply.

BadgePass Minimum System Specifications (version 4.7 and higher)

Stand-Alone Scenarios (Not recommended for Access Control Installations)

Supported Databases:

SQL Server 2012 Express w/ Advanced Services, Standard or Enterprise

SQL Server 2014 Express w/ Advanced Services, Standard or Enterprise

SQL Server 2016 Express w/ Advanced Services, Standard or Enterprise

SQL Server 2017 Express w/ Advanced Services, Standard or Enterprise

SQL Server 2019 Express w/ Advanced Services, Standard or Enterprise

Stand-Alone Machine

Windows 8.1 x64, Windows 10 x64 Version 1607 or higher, Windows 11 (Professional or Enterprise)

2.6 GHZ CPU Intel or AMD Desktop Processor

6 GB of RAM

12 GB of free space

.NET Framework 4.8

Enough USB ports to support desired peripheral devices

All service packs and updates to the operating system must be applied before installation.

Client-Server Scenarios

Supported Databases:

SQL Server 2012 Standard or Enterprise

SQL Server 2014 Standard or Enterprise

SQL Server 2016 Standard or Enterprise

SQL Server 2017 Standard or Enterprise

SQL Server 2019 Standard or Enterprise

With Database Server And Reports Server On The Same Machine As BadgePass Server:

Windows Server 2012 x64, 2012 R2 x64, 2016 x64 or 2019 x64 Standard, Enterprise or Datacenter Edition

2x CPU 3.2 GHZ or equivalent dual-core\quad-core cpu, Intel or AMD Server class processor

8 GB of RAM

60 GB of free space .NET Framework 4.8

With Database Server And Reports Server On Separate Machine From BadgePass Server:

Windows Server 2012 x64, 2012 R2 x64, 2016 x64 or 2019 x64 Standard, Enterprise or Datacenter Edition

2 x CPU 2.5 GHZ or equivalent dual-core\quad-core cpu, Intel or AMD Server class processor

6 GB of RAM

30 GB of free space

.NET Framework 4.8

All service packs and updates to the operating system, .NET Framework and SQL Server must be applied before installation.

Client Machine

Windows 8.1 x64, Windows 10 x64 Version 1607 or higher, Windows 11 (Professional or Enterprise)

2.6 GHZ CPU Intel or AMD Desktop Processor

4 GB of RAM

15GB of free space

.NET Framework 4.8

Enough USB ports to support peripheral devices

BADGEPASS®

Quote

BadgePass
280 Trace Colony Park
Ridgeland, MS 39157
United States

T: 601.499.2131

Quote #	**1670 v2**
Date	**05/26/2022**
Expires	**06/27/2022**
Contact	**Todd Pierce**

Prepared for Beaufort Co NC EM
Jen Bradsher
121 West 3rd Street
Washington, NC 27889
United States

T: (252) 946-0079 ext. 1006
E: jennifer.bradsher@co.beaufort.nc.us

ACCEPT QUOTE

BadgePass ONE Quote (Monthly Subscription)

BadgePass ONE Setup Fee

One-Time Fees

Item	Qty	Price	Total
BadgePass ONE Initial Setup & Configuration *Includes design and configuration of apps, printing rules, user permissions and up to three (3) card designs.*	1	$300.00	**$300.00**

One-Time Subtotal $300.00

BadgePass ONE Monthly Subscription

One-Time Fees

Item	Qty	Price	Total
BadgePass ONE Subscription (Up to 500 Records) *A base subscription is required and includes hosting, database, web configuration, mobile app and Premium Support.*	1	$40.00	**$40.00**
Connect Elite Subscription *Our "no worries" plan, the Elite Subscription includes dual-sided card printer with smartcard enrollment capabilities, ribbons, cleaning cards and Premium Printer Support along with MobilePrint and GoPrint.*	1	$175.00	**$175.00**

One-Time Subtotal $215.00

Summary

BADGEPASS®

Quote

Please contact us if you have any questions.

Total One-Time **$515.00 USD**

ACCEPT QUOTE

Terms and Conditions

Taxes and shipping not included in price estimate.

Upon acceptance of this quote, a BadgePass ONE account will be created with an initial user. The initial user will receive an e-mail to activate the account and add payment method (credit card o. Payment will be automatically processed when subscription agreement and any printer plan agreement(s) are signed during account activation. Billing cycle date will be set to the date the master agreement is signed. If printer plans are added at a later date and/or subscription package is adjusted through the portal, payment for those changes will occur at that time.

Subscription agreement is for 36 months, with payment occurring monthly. If the subscription is cancelled prior to 36 months, a cancellation fee will be applied. The cancellation fee decreases each month that the user is subscribed to BadgePass ONE. Cancellation fees can be viewed in the portal at any time.

Printer plan overages and/or subscription overages will be charged monthly on the billing cycle date established during account creation following the month they occurred in.

Customer must provide a DHCP-enabled ethernet connection with internet access for the Connect card printer to work correctly. If MAC filtering is enabled, the customer will need to add the Connect printer's MAC address to the network's allowed devices list to enable use. Please contact our technical support team with any questions or concerns on connectivity.

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Topic: Item for Decision

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Revaluation Contract

Summary of Information: During the Attached is the agreement with Vincent Valuations to provide revaluation services with Beaufort County for an amount not to exceed $1,241,082.

The County Attorney has reviewed the contract and has signed off on it.

In addition to the appraisal contract the County will need to provide funding for laptops, furniture, office rent, and utilities. It is also recommended that $10,000 in miscellaneous expenses be budgeted for small expenses that may arise. Staff recommends also adopting the attached project ordinance and budget amendment to cover any additional costs.

Submitter Recommendations/Motions: Staff recommends approval of the 2025 Revaluation Contract with Vincent Valuations, the project amendment and budget amendment.

Attachments:
1. Revaluation Contract

NORTH CAROLINA **SERVICE CONTRACT**
BEAUFORT COUNTY

THIS CONTRACT is made, and entered into this the 10th day of May, 2022, by and between the **COUNTY of BEAUFORT**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **Vincent Valuations LLC** a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1 (RFP) and 2 (Bid Proposal)" (hereinafter collectively referred to as "Services"). Attachment 1 and 2 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

2. **TERM OF CONTRACT.** The Term of this contract for services is from July 1st 2022 to December 31st 2025 unless sooner terminated as provided herein or until Contractor has finished 25 days of appeal work unless otherwise agreed upon.

3. **PAYMENT TO CONTRACTOR.** Subject to the limitations in paragraph 7.3 hereunder, the CONTRACTOR shall receive from COUNTY an amount not to exceed $1,241,082 Dollars as full compensation for the provision of Services. Not included in this number is any "appeal work" after the 25 day allotment referred to in item 2. Appeal work past 25 days will be paid by the COUNTY at a sum of $800 dollars per day of "appeal work" per person. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1 (Scope Of Work Proposal). Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

   CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INDEMNIFICATION.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6. **INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

6.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **$1,000,000** per occurrence and **$1,000,000** aggregate.

6.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **$1,000,000** per accident for bodily injury and property damage.

6.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than $1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

7. **TERMINATION.**

7.1. EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

a. Failure to perform the Services satisfactorily or on schedule,
b. Failure to submit any report required hereunder; and/or
c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the County may take one or more or all of the following actions:

1. Give Contractor written Notice of the Event of Default, specifying the Event of Default, and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the County for damages caused by the Contractor's Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

7.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 7.1 or 7.2, shall not form the basis of any claim for loss of anticipated profits by either party.

7.3 TERMINATION PAYMENT. In the event this contract is terminated for any reason, the CONTRACTOR shall be compensated only for work completed though the termination date. Any incomplete work will be compensated on a pro-rata basis.

8. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

9. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

10. **COMPLIANCE WITH LAWS.** CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors, and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated, or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

11. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

12. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

13. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

14. **DISPUTE RESOLUTION PROCEDURE.** To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the BEAUFORT County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

    The mediation session shall be private and shall be held in BEAUFORT County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

    If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of BEAUFORT and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

15. **EXISTENCE.** CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

16. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

17. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

18. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF BEAUFORT	**CONTRACTOR**
_____	**ATTN: Ryan Vincent**
_____	**226 COWAND RD**
_____	**Merry Hill, North Carolina 27957**

19. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

20. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of BEAUFORT and the State of North Carolina.

21. **ENTIRE CONTRACT.** This contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

22. **COUNTY IDENTIFICATION.** The county shall provide the contractor with county issued identification cards for use in field work.

23. **NON-SOLICITATION.** During the period of agreement and for the period of nine months following the project completion date, the County will not solicit for employment or hire any Company employee without the express written consent of the Company.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF BEAUFORT

_____

Name and Title

Print Name/Title:_____

CONTRACTOR

By:_____
Authorized Representative

Print Name/Title:_____

ATTACHMENT 1" to follow

AN ORDINANCE TO ESTABLISH A PROJECT FUND
GENERAL FUND REVALUATION 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 project is hereby established:

Section 1. The project authorized is for the revaluation of county parcels throughout Beaufort County.

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

250-3980-499109	Transfer from Revaluation SRF	$1,148,667
250-3980-439810	Transfer from General Fund	218,415
	Total Revenues	$1,367,082

250-4140-519500	Contract - Revaluation	1,241,082
250-4140-526000	Office Supplies	7,000
250-4140-532100	Telephone/Internet	8,000
250-4140-532500	Postage	26,000
250-4140-533000	Utilities	14,000
250-4140-541000	Office Rent	36,000
250-4140-540000	Equipment Purchases	25,000
250-4140-542000	Miscellaneous	10,000
	Total Expenses	1,367,082

Section 3. Funds may be advanced by the General Fund for the purpose of making payments as due.

Section 4. The officers of this unit are hereby directed to proceed with the project.

Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records.

Section 6. Copies of this 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 6th day of June 2022.

_____
Chairman

Attest:

_____
Clerk

Beaufort County
Finance

Budget Amendment Request

Department: General Fund & Revaluation SRF **Date of Request: 6/6/22**

FY Budget: 2021/2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-9800-598009	TRANSFER TO REVALUATION PROJECT FUND (250)	218,415	
10-0991-499100	APPROPRIATED FUND BALANCE	218,415	
25-0991-499100	FUND BALANCE APPROPRIATED	1,148,667	
25-4140-598001	TRANSFER TO REVALUATION PROJECT FUND	1,148,667	

Department Justification: To appropriate additional fund balance needed to cover revaluation of county parcels ($218,415) and transfer savings from Revaluation Special Revenue Fund ($1,148,667) to the Project Fund.

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

County Position No. _____

State Position No. _____

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

14/15

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Topic: Item for Decision

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Lease Agreement for Revaluation

Summary of Information: Attached is the lease agreement to house staff during the revaluation process at an annual rental rate of $12,000 and will go from July 1, 2022, through June 30, 2025. A copy of the lease is attached.

Submitter Recommendations/Motions: Staff recommends approval.

Attachments:
1. Lease Agreement

REALTORS® CommercialAlliance

REALTOR® North Carolina Association of REALTORS®

COMMERCIAL LEASE AGREEMENT
(Multi-Tenant Facility)

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between **Shannon Bowen Blackstone**,
a(n) **Individual** ("Landlord"),
(individual *or* State of formation and type of entity)
whose address is **222 Stewart Parkway, Suite 202, Washington, NC 27889**, and
Beaufort County,
a(n) _____ ("Tenant").
(individual *or* State of formation and type of entity)
whose address is **220 N. Market Street, Washington, NC 27889**

☐ If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of _____ (name(s) of guarantor(s)) attached hereto and incorporated herein by reference.
(Note: Any guaranty should be prepared by an attorney at law.)

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES/PROPERTY
(Note: In this Section, Premises is the actual space being leased and Property is the broader site/location of the Premises.)

1. (a) Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, those certain premises depicted on **Exhibit A** attached hereto and incorporated herein by reference (hereinafter called the "Premises"), which is a part of a building or buildings located at the Property (defined below).

The address of the Premises is:

(Address): **105 E. 3rd Street, Washington, NC 27889**

(b) The Premises is located at the following described property ("Property"):

(Address): _____

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____ at Page(s) _____, _____ County, consisting of _____ acres.

☐ If this box is checked, Property shall mean that property described on **Exhibit B** attached hereto and incorporated herewith by reference.

(For information purposes: (i) the tax parcel number of the Property is: _____; and, (ii) some or all of the Property is described in Deed Book _____, Page No. _____, _____ County.)

All facilities furnished at the Property and designated for the general use, in common, of occupants of the Property and their invitees, agents or employees, including Tenant hereunder, including but not limited to parking areas, streets, driveways, sidewalks, canopies, roadways, loading platforms, shelters, ramps, landscaped areas, exterior water faucets, irrigation systems, exterior lighting fixtures, signs and other facilities whether of a similar or dissimilar nature ("Common Areas") shall at all times be subject to the exclusive

North Carolina Association of REALTORS®, Inc.
REALTOR® Tenant Initials _____ _____ Landlord Initials _____ _____
EQUAL HOUSING OPPORTUNITY
STANDARD FORM 593-T
Revised 7/2021
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control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of the Common Areas and to restrict parking by tenants and their employees to employee parking areas, to make Rules and Regulations (as herein defined) and do such things from time to time as in Landlord's reasonable discretion may be necessary regarding the Common Areas.

Tenant shall also have a non-exclusive right, in common with other tenants at the Property, to the use of the Common Areas at the Property, subject to the terms hereof.

☐ **Occupancy Limitation**: If this box is checked, notwithstanding any greater occupancy of the Premises which may be permitted by any law, statute, ordinance, regulation, rule (including rules enacted pursuant to any private use restrictions), as the same may be amended from time to time, Tenant shall not allow occupancy of the Premises to exceed _____ persons per _____ square feet in the Premises at any one time.

TERM

2. The term of this Lease shall commence on **July 1**, **2022** ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on **June 30**, **2025**, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

☒ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least **30** days prior to the end of the then expiring term of this Lease, for **1** additional term(s) of **1** years each.

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least _____ days prior to the end of the then expiring term of this Lease, for additional term(s) as specified on **Exhibit C.**

☐ **Option to Lease**- If this box is checked, Tenant, upon the payment of the sum of $ _____ (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of _____ days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workmanlike manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Property. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to the tenant at the Premises of any entry onto the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises or Property caused by Tenant's entry and on-site inspections. **IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.** Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

Tenant Initials _____ _____ Landlord Initials _____ _____

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RENTAL

3. Beginning on **July 1, 2022** ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of $ **12,000.00**, payable in equal monthly installments of $ **1,000.00**, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by _____ % over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by the greater of: (i) _____ percent (_____ %) over the amount then payable hereunder, or, (ii) the percentage increase (but not any decrease) in the numerical index of the "Consumer Price Index for All Urban Consumers" (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the immediately preceding twelve (12) month period over the amount then payable hereunder.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by $ _____ over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed,

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted as provided on **Exhibit C.**

☒ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:
Pamlico Properties
222 Stewart Parkway, Suite 202
Washington, NC 27889

LATE CHARGES

4. If Landlord fails to receive full rental payment within **6** days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to **Five Point Zero** percent **5.000** (%) of the overdue amount or $ **15.00** whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of $ **1,000.00** as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this Section 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this Section 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

☒ If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. Where a Service Obligation is allocated to Tenant, Tenant shall not be responsible for such service as to any Common Area and such responsibility shall be limited to the Premises (Tenant space). In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Service Obligation	Landlord	Tenant	Not Applicable
Sewer/Septic		X	
Water		X	
Electric		X	
Gas		X	
Telephone		X	
HVAC (maintenance/service contract)	X		
Elevator (including phone line)			X
Security System		X	
Fiber Optic		X	
Janitor/Cleaning		X	
Trash/Dumpster		X	
Landscaping/Maintenance	X		
Sprinkler System (including phone line)			X
Pest Control		X	
Snow/Ice Removal	X		

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises or the Property, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord represents and warrants that the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this Section 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. ☐ If this box is checked, the rules and regulations attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with all Rules and Regulations of Landlord in connection with the Premises and the Property which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided notice of such new Rules and Regulations is given to Tenant in writing and the same are not in conflict with the terms and conditions of this Lease. Landlord shall use commercially reasonable efforts to enforce such Rules and Regulations at the Property, provided, however, in no event shall Landlord be obligated to make any material expenditures in connection with the enforcement of such Rules and Regulations. Landlord shall not be liable for any damages arising from any use, act or failure to act of any other tenant or occupant (including such tenant's or occupant's invitees, agents or employees), if any, of the Property.

PERMITTED USES

8. The permitted use of the Premises shall be: **office space** ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

TAXES, INSURANCE AND COMMON AREA AND PROPERTY OPERATING EXPENSES

(Note: The following box should only be checked if there are no boxes checked below in Section 9.)

☒ Tenant shall have no responsibility to reimburse Landlord for taxes, insurance or Common Areas and Property Operating Expenses.

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property, shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Property as Landlord in its reasonable discretion may deem appropriate and shall maintain and operate the Common Areas and the Property. Tenant shall reimburse Landlord for its proportionate share of all taxes, insurance and Common Areas and Property Operating Expenses as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for its proportionate share of taxes, insurance and Common Areas and Property Operating Expenses during the term of this Lease, and any extension or renewal thereof. **If boxes are checked below, the manner of reimbursement shall be as indicated:**

Taxes

☐ Its proportionate share of the amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property for each tax year exceed all taxes on the Property for the tax year _____; or

☐ Its proportionate share of all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property for each tax year.

If the final Lease Year of the term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of its proportionate share of the then current tax payments for the Property. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal its proportionate share of the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this Section 9.

Insurance

☐ Its proportionate share of the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Property over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

☐ Its proportionate share of the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Property.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of its proportionate share of the then current insurance premiums for the Property. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal its proportionate share of the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this Section 9.

Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Property, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

Common Areas and Property Operating Expenses

☐ Its proportionate share of all Common Areas and Property Operating Expenses.

For the purpose of this Lease, Common Areas and Property Operating Expenses shall include: (a) the cost of water and sewer services for any exterior landscaping irrigation systems; (b) the cost of utilities to service the Property (not separately metered to tenants and regardless of their allocation to Landlord under Section 6 hereof) including but not limited to, electric service for any parking lot lighting, marquee signs, ground signs, pylon signs, time clocks, irrigation systems, common electric outlets used in connection with maintenance of the Property, and such other electric costs, including the replacement of light bulbs in Common Areas light fixtures as necessary to properly maintain and operate the Common Areas; (c) the cost of the removal of any trash, including the rental cost of dumpster units and fees for refuse removal; (d) the cost of exterior window washing of vacant spaces, cleaning of any building exterior, awnings, sidewalks, driveways and parking areas; (e) the cost of any grounds maintenance, including but not limited to charges for maintaining plant materials, fertilizer, pesticides, grass mowing, pruning of plants, planting of annual flowers, removal of debris and trash from Common Areas, cleaning supplies, and such other expenses necessary to maintain the Property; (f) the cost of service contracts with independent contractors to maintain on a regular basis the plumbing systems outside the rentable areas of each tenant, and to provide for pest control and exterminating services for the Common Areas; (g) the cost of maintaining the parking areas and driveways, including the re-striping of parking spaces, patching of deteriorated pavement, replacement of parking signs or directional signs; (h) the cost of Landlord's personnel when such personnel are engaged directly in the maintenance of the Common Areas of the Property, including the cost of employer taxes and a proration of employee benefits; (i) the cost of snow and ice removal from parking areas, driveways, walkways and service areas; (j) the cost of telephone, telegraph, stationery, advertising, and mail or shipping costs related directly to the maintenance or operation of the Property; (k) the cost of all repairs and maintenance for the structure, Property and systems related thereto; and (l) such other costs and expenses as are typically incurred in the maintenance and operation of a property of this type, inclusive of a management fee paid by Landlord to a property manager or property management company or organization for the management of the Property and any owner association dues or assessments. Within one hundred eighty (180) days following the end of each calendar year, Landlord shall cause a statement to be prepared of the actual cost of Common Areas and Property Operating Expenses for such calendar year and shall provide Tenant a copy of same. Tenant's proportionate share of Common Areas and Property Operating Expenses is presently estimated to be the sum of $_____ annually or $_____ per month.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of Common Areas and Property Operating Expenses by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, the amount set forth above as the presently estimated per month proportionate share of Common Areas and Property Operating Expenses for the Premises. Landlord shall pay or cause to be paid the Common Areas and Property Operating Expenses. Within one hundred eighty (180) days following the end of each calendar year, Landlord shall: (i) cause a statement to be prepared of the actual cost of Common Areas and Property Operating Expenses for such calendar year and shall notify Tenant of any overpayment or underpayment of Tenant's proportionate share of these items during such prior calendar year; and, (ii) establish an estimate of the cost of Common Areas and Property Operating Expenses for the then current calendar year. To the extent Tenant has overpaid Tenant's proportionate share of these items for the preceding calendar year, such overage shall be credited to Tenant's proportionate share of these items for the current calendar year. To the extent Tenant has underpaid Tenant's proportionate share of these items for the preceding calendar year, Tenant shall, on

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the first day of the calendar month following receipt of the statement from Landlord setting forth the amount of such underpayment, pay to Landlord the full amount of such underpayment for the preceding calendar year. In addition, beginning on the first day of the calendar month following the date upon which Landlord shall have delivered to Tenant the statement for the estimated Common Areas and Property Operating Expenses for the then current calendar year, Tenant shall pay to Landlord the product of one-twelfth (1/12) of Tenant's proportionate share of the estimated Common Areas and Property Operating Expenses for the then current calendar year multiplied by the number of calendar months in the calendar year which shall have begun as of said first day, minus the aggregate amount of the monthly payments for Tenant's proportionate share of expenses theretofore paid by Tenant during such calendar year. The remainder of Tenant's proportionate share of such expenses for the then current calendar year shall be paid by Tenant to Landlord on the first day of each succeeding month in equal consecutive monthly installments of one-twelfth (1/12) of the total amount of Tenant's proportionate share of Common Areas and Property Operating Expenses as shown on the estimate thereof provided by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this Section 9.

For purposes of this Section 9, "Tenant's proportionate share" shall mean **(check one):**

☐ _____ % of the expenses above designated; or

☐ $ _____ payable monthly, in satisfaction of all reimbursements under this Section 9; Landlord ☐ shall ☐ shall not be obligated to provide to Tenant a statement of the actual cost of Common Areas and Property Operating Expenses for each calendar year.

INSURANCE; WAIVER; INDEMNITY

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than **100000.00** combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in Section 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in Section 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this Section 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this Section 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports, exterior walls (exclusive of all glass and exclusive of all exterior doors) of the Premises and the Common Areas of the Property (including all facilities located in the Common Areas and serving the Premises and any portion of the Property other than the Premises, and capital replacements thereof) provided that Landlord shall not be responsible for repairs or capital replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

(Note: Should Landlord and Tenant need to further detail the allocation of responsibility hereunder, the Special Stipulations box at the end of the Lease should be checked and such allocation should be specified on an Exhibit C.)

REPAIRS BY TENANT

12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant further agrees that it shall not use the Common Areas for storage or for the disposal of refuse or any other material. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of $ _____ .

☐ If this box is checked, Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) serving the Premises ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Tenant shall be required to maintain a preventive maintenance contract for the HVAC Systems on terms and with a provider reasonably acceptable to Landlord, which contract shall call for at least semi-annual maintenance, inspection and repair of such HVAC Systems ("HVAC Contract"). Tenant shall provide a copy of the HVAC Contract to Landlord annually. Provided that: (i) Tenant has kept the HVAC Contract in force, and, (ii) Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for the HVAC Systems, then, for any calendar year, Tenant shall be responsible for the cost of repairing or replacing the HVAC Systems (or any major component thereof) up to $ _____ per HVAC System with a maximum repair or replacement cost of $ _____ for all HVAC Systems ("HVAC Cap") in such year. Tenant shall provide Landlord copies of all records related to the servicing, maintenance, repair, and replacement of the HVAC Systems upon the occurrence of any service, maintenance, repair, or replacement of the HVAC Systems. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap.

☐ If this box is checked, Landlord, at its expense, shall maintain the heating, ventilation and air conditioning system(s) serving the Premises ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that, Tenant shall reimburse Landlord for the cost of repairing or replacing the HVAC Systems (or any major component thereof) an amount up to $ _____ per HVAC System with a maximum replacement cost of $ _____ for all HVAC Systems ("HVAC Cap") in such year. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap. Tenant shall reimburse Landlord for the amount of the HVAC Cap payable hereunder upon the written request of Landlord.

(b) Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises or the Property. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this Section 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord, in connection with Landlord's consent to same, may designate any such alterations, additions, or improvements to the Premises as subject to removal upon the expiration or earlier termination of this Lease, in which case, upon Landlord's written notice to Tenant to remove same at the expiration or earlier termination of this Lease, Tenant shall do so and restore the Premises to the condition that existed prior to such alterations, additions, or improvements being made. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant has no authority to allow, will not permit, and will indemnify Landlord and hold it harmless from, any contractors', laborers', mechanics', or materialmen's liens, or any other similar liens filed against the Premises in connection with any alterations, additions, or improvements to the Premises.

SURRENDERING THE PREMISES

14. Tenant shall schedule its move date with Landlord, in writing, in advance of the expiration or earlier termination of this Lease. Tenant agrees to return the Premises to Landlord at the expiration or earlier termination of this Lease, broom clean and in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. By written notice to Tenant, Landlord may require Tenant to remove any alterations, additions or improvements at the expiration or earlier termination of this Lease (whether or not made with Landlord's consent and whether or not designated via Section 13 as subject to removal) and to restore the Premises to its prior condition as of the Lease Commencement Date, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove

any of Tenant's personal property or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such personal property or trade fixtures.
(Note: Should Landlord and Tenant need to further enumerate their intent/understanding as to the status of items or property as fixtures, trade fixtures, or personal property hereunder, the Special Stipulations box at the end of the Lease should be checked and such enumeration should be specified by listing same by category on an Exhibit C.)

DESTRUCTION OF OR DAMAGE TO PREMISES

15. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under Section 15(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this Section 15, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

16. Landlord, at its own expense, shall comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority relative to the Common Areas and/or facilities serving the Common Areas (or any facilities serving the Premises and the Common Areas), (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Common Area and/or facilities serving the Common Areas (or any facilities serving the Premises and the Common Areas). Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

17. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of the Premises is taken, or if by reason of any taking of the Property or the Premises, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date the portion of the Premises of taking of the portion of the Premises or Property so taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said portion of the Premises or the Property have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises and/or Property remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in Section 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises and/or the Property.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises and/or the Property or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this Section 17, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

18. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay to Landlord, concurrently with any request for consent to assignment or sublet, a non-refundable fee of $ _____ as payment to Landlord for its review and processing of the request. In addition, Tenant shall pay to Landlord any legal fees and expenses incurred by Landlord in connection with the proposed assignment or sublet, to the extent such amounts exceed $ _____. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained

by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant acknowledges and understands that Landlord's acceptance of partial rental will not waive Tenant's breach of this Lease or limit Landlord's rights against Tenant hereunder or Landlord's right to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rental.

EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls, doors or roof of the Premises or anywhere on the Property, except with the express written consent of the Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises or on the Property. Any and all signs placed on the Premises or the Property by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" 30 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

23. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

24. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Section 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Section 3 above.

ENVIRONMENTAL LAWS

25. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or the Property or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove from the Premises, all Hazardous Materials that were placed on the Premises by Tenant or Tenant's employees, agents, invitees or contractors, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises or the Property of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any

release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises or the Property by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this Section 25 shall survive the termination of this Lease.

SUBORDINATION; ATTORNMENT; ESTOPPEL

26. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

27. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

28. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Section 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

BROKERS

29. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant. Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in

this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

_____ ("Listing Agency"),
_____ ("Listing Agent" - License # _____)
Acting as: ☐ Landlord's Agent; ☐ Dual Agent
and **Pamlico Properties** ("Leasing Agency"),
Shannon Bowen Blackstone ("Leasing Agent" - License # **266644**)
Acting as: ☐ Tenant's Agent; ☐ Landlord's (Sub)Agent; ☐ Dual Agent

GENERAL TERMS

30. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Section 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) **Time is of the essence in this Lease.**

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

SPECIAL STIPULATIONS

Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions

☐ If this box is checked, additional terms of this Lease are set forth on **Exhibit C** attached hereto and incorporated herein by reference.

☐ If this box is checked, improvements to the Premises to be provided by Landlord are set forth on **Exhibit D** attached hereto and incorporated herein by reference.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

Individual

_____

Shannon Bowen Blackstone

Date: _____

_____

Date: _____

Business Entity

_____

(Name of Firm)

By: _____

Title: _____

Date: _____

TENANT:

Individual

_____

Date: _____

_____

Date: _____

Business Entity

Beaufort County

(Name of Firm)

By: _____

Title: _____

Date: _____

© 7/2021

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Discussion

Presenter: Overman, West, Public Works

Agenda Title: Update Regarding Solid Waste Mega-Site Planning

Summary of Information: Staff will provide an update on Solid Waste Mega-Site planning.

Submitter Recommendations/Motions: N/A

Beaufort County
Agenda Abstract

Meeting Date: June 6, 2022

Agenda Section: Item for Decision

Presenter: Chief Deputy Rose and Anita Radcliffe, Finance Officer

Agenda Title: Approval of Sheriff's Office NCDPS Grant Purchases

Summary of Information: At the March 7, 2022, meeting, the Board accepted an $84,269.66 grant from the North Carolina Department of Public Safety to be used for the purchase of law enforcement equipment. The Board voted to require each item to be purchased under this grant to come back before the Board before the purchase was made. The Sheriff's Office has submitted three requisitions totaling $57,804.13 for purchases under this grant for the following items (POs attached).

-Enclosed Trailer
-Polaris Ranger Full Crew
-Drone

Submitter Recommendations/Motions: Approve the purchase of equipment items including the enclosed trailer, Polaris Ranger, and drone.

Attachments:

Purchase Order

Fiscal Year 2022

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

Purchase Order # 20220961

BILL TO

210 North Market Street
Oakland Building
Law Enforcement Center
Washington, NC 27889

Delivery must be made within doors of specified destination.

VENDOR

TRIPP AUTO AND CYCLE SALES, INC.
5823 NC 33 E
GRIMESLAND, NC 27837

SHIP TO

210 North Market Street
Oakland Building
Law Enforcement Center
Washington, NC 27889

VENDOR PHONE NUMBER	VENDOR EMAIL	REQUISITION NUMBER	DELIVERY REFERENCE

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD / TERMS	DEPARTMENT / LOCATION
04/29/2022	29935			SHERIFF

NOTES

Equipment Purchase

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART NO.	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	22 Cynergy A7x14 Black Enclosed Trailer	1.0000	EACH	$7,194.0000	$7,194.00

******** GL SUMMARY********

4304910 - 540000 **$7,194.00**

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

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

Total Ext. Price	**$7,194.00**
Purchase Order Total	**$7,194.00**

Hollie d gones
Purchasing Agent

Rita C. Radcliffe
Finance Officer

VENDOR COPY

Purchase Order

Fiscal Year 2022

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

Purchase Order # **20220960**

BILL TO
210 North Market Street
Oakland Building
Law Enforcement Center
Washington, NC 27889

Delivery must be made within doors of specified destination.

VENDOR
TWIN COUNTY MOTORSPORTS INC.
DBA: BIG ROCK POWERSPORTS & MARINE OF GR
4967 NC HWY 33 E
GREENVILLE, NC 27858

SHIP TO
210 North Market Street
Oakland Building
Law Enforcement Center
Washington, NC 27889

VENDOR PHONE NUMBER	VENDOR EMAIL	REQUISITION NUMBER	DELIVERY REFERENCE
			Quote 3/22/2022

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD / TERMS	DEPARTMENT / LOCATION
04/29/2022	31655			SHERIFF

NOTES

Equipment Purchase

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART NO.	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	R22CDA57A1 2022 Polaris Ranger Crew full size	1.0000	EACH	$14,199.0000	$14,199.00
2	RGR Crew Poly Roof w/ L&R Clamp	1.0000	EACH	$649.9900	$649.99
3	K-WSHLD, FULL HC, RGR	1.0000	EACH	$534.9900	$534.99
4	Clear Rear Panel RGR	1.0000	EACH	$299.9900	$299.99
5	DOC	1.0000	EACH	$299.0000	$299.00
6	Freight	1.0000	EACH	$1,275.0000	$1,275.00

******** GL SUMMARY********

4304910 - 540000 **$17,257.97**

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

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

Total Ext. Price	**$17,257.97**
Purchase Order Total	**$17,257.97**

Hallie d gones
Purchasing Agent

Anita C. Radcliffe
Finance Officer

262

VENDOR COPY

Purchase Order

Fiscal Year 2022

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

Purchase Order # **20220996**

BILL TO

121 West 3rd Street
Administration Building
Washington, NC 27889

Delivery must be made within doors of specified destination.

VENDOR

RHINEHART FAMILY COMANY, INC.
DBA: RHINEHART FIRE SERVICES
PO BOX 36
CANDLER, NC 28715

SHIP TO

121 West 3rd Street
Administration Building
Washington, NC 27889

VENDOR PHONE NUMBER	VENDOR EMAIL	REQUISITION NUMBER	DELIVERY REFERENCE
	JODY@RHINEHARTFIRE.COM		DRONE

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD / TERMS	DEPARTMENT / LOCATION
05/23/2022	31691			SHERIFF

NOTES

Equip Purchase - Grant

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART NO.	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WSDJI#BN826 MATRICE 300 RTK NA SP Combo	1.0000	EACH	$10,507.3800	$10,507.38
2	WSDJI#BN828 Zenmuse H20T The All-in-one Camera	1.0000	EACH	$9,926.0200	$9,926.02
3	WSDJI#BN827 TB60 Intelligent Flight Battery	6.0000	EACH	$665.0000	$3,990.00
4	WSDJI#BN831 M300 Smart Controller	1.0000	EACH	$1,199.0000	$1,199.00
5	WSDJI#BN821 WB37 Battery	2.0000	EACH	$58.0000	$116.00
6	ESDJI#BN811 Wingsland Z15 Gimbal Spotlight	1.0000	EACH	$2,399.0000	$2,399.00
7	WSDJI#TMPM300LS M300 Loudspeaker	1.0000	EACH	$1,939.0000	$1,939.00
8	WSDJI#BN846 GPC DJI Matrice 300 Case	1.0000	EACH	$893.0000	$893.00
9	WSDJI#BN833 M300 Dual Gimbal Connector	1.0000	EACH	$226.3800	$226.38
10	WSDJI#BN885 DroMight Talon Drop System DJI M300	1.0000	EACH	$949.0000	$949.00
11	WSDJI#BN832 M300 Spare Propellers	2.0000	EACH	$103.6900	$207.38
12	Estimated shipping	1.0000	EACH	$250.0000	$250.00
13	Day of set up and orientation on new drone unit	1.0000	EACH	$750.0000	$750.00

******** GL SUMMARY ********

4304910 - 540000 **$33,352.16**

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

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

Total Ext. Price	**$33,352.16**
Purchase Order Total	**$33,352.16**

Hollie L Jones
Purchasing Agent

Anita C. Radcliffe
Finance Officer

263
VENDOR COPY

QUOTE

RHINEHART FIRE SERVICES

DATE 5/16/2022

EXPIRATION DATE 6/16/2022

22 Piney Park Rd., Asheville NC 28806
Office 828-273-1789
Cell Phone 704-604-2492
jody@rhinehartfire.com

TO BEAUFORT COUNTY SHERIFFS OFFICE
ATTN JONATHAN FOWLER
210 NORTH MARKET STREET
WASHINGTON, NC 27889

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
JODY BROWN	DRONE QUOTE	NET 10	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	WSDJI#BN826 MATRICE 300 RTK NA SP Combo In the Box: Aircraft Body*1 DJI Smart Controller Enterprise *1 BS60 Intelligent Battery Station *1 TB60 Intelligent Flight Battery *2 Enterprise Shield Warranty *1 USB Charger *1 USB-C Cable *1 WB37 Intelligent Battery *1 2110 Propeller (CW) *2 2110 Propeller (CCW) *2 Landing Gear *2 Spare Stick Cover (pair) *1 Spare Propeller Holder *2 Spare Gimbal Damper *4 USB Cable (with Double A Ports) *1 Vision System Calibration Plate *1 Carrying Case *1 Smart Controller Lanyard *1 Rubber Port Cover (Set) *1 Screws and Tools	10507.38	10507.38

1	WSDJI#BN828 Zenmuse H20T The All-in-one Camera Enterprise Shield Included*1 20 MP Zoom Camera -23× Hybrid Optical Zoom, 200× Max Zoom -20 MP 1/1.7" CMOS Sensor -Video Resolution: 4K/30fps 12 MP Wide Camera -Equivalent Focal Length: 24mm, DFOV: 82.9° -12 MP 1/2.3" CMOS Sensor 1200 m Laser Rangefinder -Range: 3 m - 1200 m -Accuracy: ± (0.2 m + D×0.15%) 640×512 px Radiometric Thermal Camera -DFOV: 40.6° -Resolution: 640×512, Frame Rate: 30fps -Thermal Sensitivity: ≤ 50mk@f1.0 (NEDT)	9926.02	9926.02
6	WSDJI#BN827 TB60 Intelligent Flight Battery	665.00	3990.00
1	WSDJI#BN831 M300 Smart Controller In The Box: 1- DJI Smart Controller Enterprise for Matrice 300 RTK 1- WB37 Intelligent Battery 1- USB Charger 1- USB Type-C to USB Type-A Cable 1- USB Type-A Cable 1- Smart Controller Lanyard 1- Extra Pair of Control Sticks 1-Extra Pair of Control Stick Covers	1199.00	1199.00
2	WSDJI#BN821 WB37 Battery Battery used with Crystalsky monitors, cendence controllers, and M300 Controller	58.00	116.00
1	ESDJI#BN811 Wingsland Z15 Gimbal Spotlight Key Features: Bright 10,200-lumen drone spotlight 48W power Four LED units 15° field of view Fits DJI Matrice 200, 200V2, and 300 series drones Dual downward gimbal support alongside Zenmuse payloads Air-cooling system with intelligent temperature protection over 194°F 48V maximum power 6112' maximum illumination area at 394' altitude 492' maximum range Multiple modes: Always On, Flashing, SOS	2399.00	2399.00

1	WSDJI#TMPM300LS M300 Loudspeaker Long-Range Acoustic Device (LRAD) specifically designed for the DJI M300 and M200 series UAS platforms. It emits a clear, strong, high-pressure sound that is audible from as far as 3,280 feet/1km away. Its low power consumption and reduced weight allow for longer flight times and has a maximum volume of 138 decibels with an effective broadcast range of 300m to 500m. It has multiple broadcast modes, including real-time voice transmission, audio-file playback, and even text-to-voice functionality. Size: L140mm x W140mm x H125m Weight: 1.2lbs/545g Maximum Sound Pressure (Decibels): >120dB Maximum Sound Propagation Distance: 3,280 feet/1,000m Power: 35W Pitch Angle: 0-90 degrees Audio File Storage Formats: MP3/WMA/WAV/AAC/OGG/FLAC	1939.00	1939.00
1	WSDJI#BN846 GPC DJI MATRICE 300 CASE What is fits: 1 DJI Matrice 300 (Batteries Attached) 2 Controllers (Batteries Attached and with option to keep DJI lanyard attached) 3 Spare Batteries Sets (1 set Under Payload Tray) Landing Gear 2 Controller Batteries 2 GPC LensPen MicroPro (Sold Separately) 2 GPC Micro SD Card Holder (Sold Separately) 2 Accessory Cavities Under Sensor Tray (1 either side of batteries) Spare Props Tray Cavities: H20T or H20 XT2 (removable for accessory storage) Z30 (removable for accessory storage) Z15 Spotlight	893.00	893.00
1	WSDJI#BN833 M300 Dual Gimbal Connector	226.38	226.38
1	WSDJI#BN885 DroMight Talon Drop System - DJI M300 In the Box: Talon Drop Mechanism x1 Mounting Tabs with screws x2 Light Sensor Module with screws and washers x1 Landing gear bracket screws x8 5/64 inch hex driver x1 2.5 mm hex driver x 1 2mm hex driver x1 Loctite tube x1	949.00	949.00
2	WSDJI#BN832 M300 Spare Propellers 1 Pair of Folding Propellers In the Box: 1- Clockwise Propeller 1- Counterclockwise Propeller Mounting Hardware	103.69	207.38
1	ESTIMATED SHIPPING COST	250.00	250.00

1	DAY OF SET UP AND ORIENTATION ON NEW DRONE UNIT	750.00	750.00
OTHERLESS NOTED ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAX		SUBTOTAL	33352.16
OR SHIPPING CHARGES		SALES TAX	2251.27
		TOTAL	35603.43

Quotation prepared by: JODY BROWN REGIONAL SALE PERSON RHINEHART FIRE SERVICES, INC._____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Quote ID: **BSNAA-DMQ6Z-MCRSK-ANN8B**

Prepared for:

Jonathan Fowler

Beaufort County Sheriff's Office

Prepared By: Derek Wheeler

Date Created: 2022-05-10

DRONEFLY

INNOVATION TAKES FLIGHT

Pricing valid for 30 days after date received

Matrice 300 RTK Public Safety Package

Name	Price	QTY	Subtotal
ESSENTIAL KIT			
Matrice 300 Economy Package • 1x Matrice 300 Aircraft Body • 1x Smart Controller Enterprise • 4x (Total) TB60 Intelligent Flight Battery • 1x GPC Matrice 300 Case • 1x (Year) DJI Care Enterprise • 1x Matrice 300 Dual Gimbal Connector • 1x WB37 Intelligent Battery • 2x 2110 Propeller (CW) • 2x 2110 Propeller (CCW) • 1x USB Charger • 1x USB-C Cable • 2x Landing Gear • 1x (Pair) Spare RC Stick Cover • 2x Spare Propeller Holder • 4x Spare Gimbal Damper • 1x USB Cable with Double A Ports) • 1x Vision System Calibration Plate • 1x Smart Controller Lanyard • 1x Rubber Port Cover Set • 1x BS60 Power Cable Screws & tools Manuals • 1x BS60 Intelligent Battery Station B-NB-M300-ECO	$15,748.00	1	$15,748.00
ADD PUBLIC SAFETY PAYLOAD PACKAGE B-NB-M300-PSP			
DJI Zenmuse H20T • 12 MP Wide Camera - 82.9° DFOV • 20 MP Zoom Camera - 23× Hybrid Optical Zoom • 640x512px Radiometric thermal camera • Laser range finder (up to 1200m or 3/4 mi) • IP44 Rating • -4°F to 122°F Operating temperature • Active image stabilization & EIS • Night scene mode S-DJI-ZH20T 	$11,209.00	1	$11,209.00

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Wingsland Z15 Gimbal Spotlight The Wingsland Z15 is a bright, 3-axis stabilized gimbal spotlight with high power beads. Powered by DJI SkyPort, it has an operating range of up to 150 m and can be easily integrated onto DJI Matrice 200 Series V1 and V2 drones, lighting the space at night or in lowlight conditions for users in firefighting, emergency response, law enforcement and beyond. S-DJI-Z15-SLT 	$2,500.00	1	$2,500.00
Loudspeaker for Matrice 300 / Matrice 200 V2 Series 	$1,699.00	1	$1,699.00
OPTIONAL Accessories (Optional items will not reflect in total unless selected)			
DJI TB60 Intelligent Flight Battery 2x Batteries required for each flight 	$700.00	4	$2,800.00
DJI Smart Controller Enterprise Includes: • 1x DJI Smart Controller Enterprise • Compatible with Matrice 300 RTK • 9-mile transmission range • Unlock M300's dual-pilot functionality S-DJI-SMT-RC-E 	$1,250.00	1	$1,250.00

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DJI CrystalSky/Cendence - WB37 Intelligent Battery • Power Supply Intelligent Battery (Type: WB37-4920mAh-7.6V) • Intelligent Battery 4923 mAh LiPo • Charging DJI charger • Output Power 20 W (supplying power to DJI CS550 monitor), 12 W (without supplying power to monitor) • Charging Time About 2 hours and 24 minutes (using a 180 W charger) • Supply Power Time About 4 hours (only Master remote controller function enabled and without supplying power to monitor) S-DJI-CS-CEN-INT-BATT 	$59.00	2	$118.00
Matrice 300 Dropmaster Payload Drop System **Includes Drop system & Remote Controller** Requires Matrice 300 OSDK Module to operate	$1,200.00	1	$1,200.00
DJI Matrice 300 - OSDK Expansion Module (Part No.13) 	$100.00	1	$100.00
DJI Matrice 300 - 2110 Propeller (Part No.14) • 1x (Pair) Matrice 300 Propellers (1x CW, 1x CCW) S-DJI-M300-2110P 	$120.00	2	$240.00
OPTIONAL SERVICES **(Optional items will not reflect in total unless selected)**			
Firmware Upgrade Service - Activation of the product(s), upgrading to the latest available firmware, and delivered ready to fly. V-NB-FIRM-UPG	$0.00	1	$0.00
FREE Lifetime Customer Care & Technical Support Via Phone, Email & Chat	$0.00	1	$0.00

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Enterprise Concierge Assist Our customer care team is here to make sure that your aftersales experience is as seamless as the original transaction. We will assist our clients through the Enterprise Care deductible process (if applicable) as well as any warranty or not warranty related issues. We're here to help facilitate your success! *** Normally a $500 Service *** S-ECA-EUAS	$0.00	1	$0.00
1 Day Free Hardware Training (Your Location) To ensure that you are familiar with everything the M300 can do, we are now including a **FREE** day of hands-on training with every M300 purchase. Our experienced and knowledgeable instructor will travel to you for an in-depth introductory course on the M300 so that you can fly safely and confidently. T-NB-1DF	$0.00	1	$0.00
SHIPPING & HANDLING			
Ground Shipping V-NB-SHIP	$0.00	1	$0.00
***** Sales Tax applicable if shipping inside CA, TX or WA *****			

Subtotal	**$36,864.00**
Total	**$36,864.00**

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Name: **Date:**

Signature: **Position:**

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Steel City Drones LLC
282 Foxcroft Road
Pittsburgh, PA 15220
+1 4129801941
dave@steelcitydrones.com

Estimate

ADDRESS	SHIP TO	ESTIMATE	2097
Jonathan Fowler Beaufort County Sheriff's Office	Jonathan Fowler Beaufort County Sheriff's Office	DATE	05/11/2022

DESCRIPTION	QTY	RATE	AMOUNT
Steel City M300 package includes: Matrice 300 RTK kit includes 1 year basic shield crash protection. This kit incldues the following: (1) aircraft body, (1) DJI Smart Controller and Lanyard, (2) TB60 batteries, 1 TB60 Battery charging station, (1) WB37 battery, (4) spare props, (2) landing gear legs, (1) vision calibration plate, (1) USB charger, (2) USB cables, screws-tools-spare parts.	1	13,199.00	13,199.00
Zenmuse H20T camera with 1 year basic shield crash protection.	1	11,209.00	11,209.00
2nd M300 smart controller	1	1,250.00	1,250.00
CZI TH4 V2 Payload drop systekm	1	999.00	999.00
2 additional TB 60 Intelligent flight batteries for a total of 4	2	700.00	1,400.00
CZI GL60 Plus	1	2,250.00	2,250.00
Dual gimbal mount	1	250.00	250.00
CZI MP130 loudspeaker	1	1,800.00	1,800.00
2 WB37 Smart Controller battery	2	59.00	118.00
HPRC Matrice case	1	985.50	985.50
Free onsite setup and training. Our expert and experienced staff will fly into your location and setup all your equipment and give you basic equipment familiarization training. Aircraft, batteries, Battery charging station, and smart controller will all be setup, updated to the latest firmware, and tested. The aircraft will be activated, and link to the DJI shield to your aircraft. We will teach you how to setup all the equipment, how to use RTK if applicable, get the aircraft up in the air, and go through the Flight app and camera controls. Onsite time is 4 hours.	1	0.00	0.00
Unlimited Access Matrice 300 online training library for continual training development. This is the most comprehensive M300 training resource you will find anywhere. It includes over 9 hours of training videos. We catalog every subject along with a timeline of where you can find it in the video so it makes for a great reference library of content for you to use for years to come. $750 value.	1	0.00	0.00
Free 24/7 phone tech support for the life of the aircraft.	1	0.00	0.00
Free shipping	1	0.00	0.00

Steel City Drone's M300 startup package

SUBTOTAL	33,460.50
TAX	0.00

TOTAL	**$33,460.50**

Accepted By

Accepted Date

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Discussion

Presenter: Anita Radcliffe, Finance Office

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: 6/6/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Request from Town of Belhaven for Inspection Services

Summary of Information: Attached is a letter from the Town of Belhaven asking that the County assume inspection services for the Town. The Town's part-time inspector is planning to step down due to other commitments. The County has previously assumed these duties and discussions with the Chief Building Inspector indicate no issues with the additional workload. The County will recover costs, as before, by applying our fee manual to services provided.

Submitter Recommendations/Motions: Approve providing inspection services to the Town of Belhaven based on their request and applying the County fee manual to recover costs of services provided.

Attachments:
1. Request Letter from Town of Belhaven

Town of Belhaven

"Birth Place of the Intracoastal Waterway"

May 27, 2022

Brian M. Alligood, County Manager
Beaufort County, North Carolina
121 West 3rd Street
Washington, North Carolina 27889

Dear Mr. Alligood:

The Town of Belhaven would like to discuss the possibility of working with the County to provide building inspections for our jurisdiction. As you know, the County did provide inspection services for Belhaven prior to 2019 in exchange for upkeep of the Cooperage property.

There is quite a bit of construction on the books with more planned for the next year to eighteen months. We want to find solution and possible partnership that will be beneficial to both parties and ensure that the growth of our tax base continues.

Thank you in advance for consideration of this request. I look forward to speaking with you soon.

Regards,

Lynn Davis

Lynn Davis, CFM, CZO
Town Manager
252-943-3055 ext 212

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Decision

Presenter: Brian Alligood, County Manager

Agenda Title: BHM Regional Library Agreement

Summary of Information: The State Library requires all regional libraries to renew their regional library agreement every ten (10) years. The BHM Regional Library is requesting the Board of Commissioners approve the attached agreement.

Submitter Recommendations/Motions: Staff will follow the Board's direction.

Attachments:

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BHM Regional Library Agreement

WHEREAS, The mission of the BHM Regional Library is to improve the quality of life in Beaufort, Hyde, and Martin counties by providing the best library services, collections, and programs in accordance with the library's role as an educational institution;

WHEREAS, recognizing the diverse communities served and the specific individual needs of their residents, seven governments and eight libraries collaboratively are committed to the education, economic development, and quality-of-life contributions that libraries are uniquely able to provide and;

WHEREAS, this collaboration provides for the most effective and efficient use of local resources for the benefit of their residents and;

WHEREAS, this collaboration provides opportunities for services and resource allocations otherwise beyond the financial and service capabilities of the individual governments and libraries;

WHEREAS, Beaufort, Hyde, and Martin Counties previously signed a Regional Agreement for library service dated January 26, 2016.

NOW, THEREFORE, pursuant to resolutions duly adopted by their governing boards, the parties, on this date, hereto renew their commitment for the organization of the BHM Regional Library upon the terms set forth below therein for a term extending from July 1, 2023 through June 30, 2033.

I. Governments and libraries involved:

A. Beaufort County - four libraries at Aurora, Bath, Belhaven, and Washington
B. Hyde County – one joint school/public library on Ocracoke and one public library in Engelhard
C. Martin County - Robersonville Public Library and Martin Memorial Library
D. Town of Bath – Bath Community Library
E. Town of Belhaven - Belhaven Public Library
F. Town of Robersonville - Robersonville Public Library
G. Town of Williamston - Martin Memorial Library

II. Purpose Statement

A. This agreement will replace the January 26, 2016 Regional Agreement signed by Beaufort, Hyde, and Martin Counties. There are no other agreements in force between parties and there is no joint agency established among the participating agencies. This sole agreement is to perpetuate library and information services to the residents of the areas included within the jurisdictions of the aforementioned governing bodies through their collaborative and collective efforts under the legal authority of N.C.G. S. 153A-270 and N.C.G.S. 160A, Article 20, Part 1.

III. Board of Trustees

A. The BHM Regional Library Board of Trustees shall be the governing body of the BHM Regional Library.

B. Membership
   1. There shall be thirteen members of the BHM Regional Library Board of Trustees.
   2. Each participating governmental unit shall have the authority to make appointments to the Regional Library Board of Trustees as set forth below:
      a. Beaufort County - 3
      b. Hyde County - 3
      c. Martin County – 3
      d. Town of Bath (Beaufort County) - 1
      e. Town of Belhaven (Beaufort County) - 1
      f. Town of Robersonville (Martin County) - 1
      g. Town of Williamston (Martin County) – 1
   3. Members shall serve no more than two consecutive terms with no single term longer than six years.
   4. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change. Bylaws for the BHM Regional Library Board of Trustees shall clearly define the term limits and how staggered terms shall be accomplished among the counties and municipalities.
   5. Vacancies on the Board shall be filled with appointments by the appropriate participating governmental unit for the length of the term of the member creating the vacancy, which does not count toward the two term limit.
   6. Counties making their designated number of appointments to the Board will give equitable county-wide representation on the Board taking into consideration the representatives appointed by towns giving funding.

C. Powers and Duties are delegated to the Regional Library Board of Trustees by the participating government units as follows:
   1. The Board of Trustees shall be delegated the power to adopt bylaws and rules for its own governance.
   2. The Board of Trustees shall be delegated the power to adopt policies for the regional library system's administration and operation.
   3. The Board of Trustees shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a regional library director.
   4. The Board of Trustees shall approve an annual budget which shall:
      a. Be administered under the same provisions as units of local government (G.S. 159), with all state funds administered by the regional library and expended throughout the region as described in 07 NCAC 021.0202.
      b. Each county, municipality, or owning organization will pay into the Regional Library a mutually agreed upon amount as appropriated in their annual budget cycle. Funding is for the purpose of operating its facilities, utilities, building maintenance, telephone bills, rent, or salaries; and all other benefits afforded to employees of that county or municipality; and materials and equipment exclusively for that county, municipality, or owning organization. Each county, municipality, or owning organization

may also contribute to joint operations a mutually agreed upon amount. The funds shall be sent to the regional library finance officer in monthly, quarterly, biannual, or annual payments as negotiated by the finance officer and the county/municipality.

c. The Regional Library Finance Officer will receive, deposit and disburse all funds in accordance with generally accepted accounting principles and account for all expenditures by source of funds.

5. The Director shall be delegated the power to appoint a regional finance officer who shall:
   a. Ensure expenditure of funds consistent with the budget adopted by the Board;
   b. Report directly to the Regional Library Director and at all meetings of the Board.
6. The Board of Trustees shall be delegated the power to assure compliance with all applicable State and Federal law and eligibility for the receipt of State and Federal Funds.
7. The Board of Trustees shall be delegated the power to make recommendations to the governing units concerning the construction and improvement of the physical facilities of the libraries within the region; however, construction and facility maintenance shall be the responsibility of the local governmental unit or the organization that owns the facility unless the Regional Board negotiates and approves a collaborative effort.
8. The Board of Trustees shall make regular reports related to services and operations to each governing body as conveyed by approved reports of the Regional Library Director; or as deemed necessary.
9. The Board of Trustees shall obtain an annual independent audit of regional library accounts consistent with generally accepted accounting principles, and submit a copy of this audit to the State Library of North Carolina and to all parties of this agreement.

IV. Terms of Property Ownership

A. A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:
   1. All buildings, grounds, and other facilities of each library shall remain the property of the county, municipality, or organization holding title.
   2. All books, technology, or other resources paid for with local funds shall remain the property of the county, municipality, or owning organization.
   3. All books, technology, or other resources paid for with Regional or State funds shall remain the property of the Regional Library System.
   4. If required, a lease with an owning organization, county or municipality may be entered into between parties setting out duties, rights, and responsibilities, and further obligations between lessor and lessee.

V. Insurance Coverage and Indemnification

A. Insurance Coverage
   1. The local government units shall maintain insurance coverage for owned Library buildings or insurance should be maintained by the organization that owns the building.
   2. The Regional Library shall maintain insurance coverage for the Regional Library Administrative Office and its contents, contents of branch libraries, general liability for the Regional Board of Trustees, Regional staff, accident insurance coverage for patrons, and the coverage for vehicles used to provide service. In addition, the Regional Library will also maintain flood insurance on contents in libraries, if necessary.

B. Indemnification – The Regional Library shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of Board Members who are not at that time parties to the proceeding.

VI. Provisions for Amendment

A. This agreement can be amended to change or modify provisions or add new counties or towns providing that all parties accept those amendments by resolution of each governing Board in a regular meeting of those parties and be recorded in the minutes. Copies of this contract and future adopted amendments will be sent to the State Library and all parties. Requests for amendments can come from either a Board of Commissioners or from the BHM Board of Trustees.

B. Recommendations for amendments shall be forwarded to each of the county and town governments in writing with a thirty-day period for consideration given. The recommendations shall state the date the thirty-day period commences and ends. If any party to this agreement has not taken specific action regarding the recommendation within sixty-days of the end date of the thirty-day period the recommended amendment shall be considered approved by that Board or entity.

C. Disagreements related to this agreement shall be resolved first by a committee of appointed representatives one each from the governmental units and then by their legal counsel if necessary.

VII. Provisions for Withdrawal

A. A member proposing to withdraw from the BHM Regional Library System shall give written notice on or before July 1 to the Regional Library Board, the other participating local governmental units and the State Library of North Carolina. The withdrawal shall be effective June 30 of the following year.
B. Should that member decide within this time period to rescind the proposal, that member shall remain a part of the Regional Library System under the same conditions and requirements as the agreement under which they became a member.
C. Should that member fully withdraw, the Terms of Property Ownership as stated in Section IV shall apply.
D. The withdrawal of any participating governmental agency shall result in review of the regional library agreement. The BHM Regional Library may be dissolved if two or more of the participating governmental units withdraw in accordance with stated procedures.
E. As included under NCGS 160A, Article 20, Part 1, Joint Exercise of Power, property purchased by the region is owned jointly as tenants in common by the participating agencies; therefore, if the BHM Regional Library System is dissolved, the participating agencies shall divide the joint assets as determined by a committee composed of representatives from each governmental unit, the current Regional Library Director, and a representative from the State Library of North Carolina.
F. Any endowments made to a specific library are and will continue to remain the property of that specific library in the event the BHM Regional Library system dissolves.
G. After all outstanding debts are resolved, any remaining funds from local governmental units shall be returned to them and the distribution of any remaining State and Federal funds shall be determined by the state library. BHM property, such as the outreach vans, computers and other technology, books, and any other assets shall be sold at auction and the proceeds divided about the units or distributed in some other equitable manner as agreed upon by the committee of representatives.

VIII. Review and Termination

A. This agreement shall continue to be in effect for ten years from July 1, 2023 – June 30, 2033 unless reasonable cause is presented in writing to each of the local governmental units and the State Library of North Carolina. This Agreement will automatically renew for successive 10 year periods unless sooner terminated, as outlined in the procedures stated herein.
B. The agreement may be reviewed at any time by any local governmental body or the Regional Library Board and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated above.
C. Prior to the end of the ten-year agreement period, the Regional Library Board shall review the agreement, recommend any modifications, and submit it for review to each of the local governmental units which shall review, suggest modifications, and vote to modify the agreement.
D. Changes to any section of the contract do not impair the operation of or affect the other provisions of this agreement not inconsistent therewith.

E. The agreement may be terminated if reasonable cause is presented in writing by a local governmental unit to the other members of the region, the Regional Library Board, and the State Library of North Carolina.
F. The effective dates for termination shall be the same as a withdrawal from the System.
G. If the agreement terminates, and no successor agreement is to be executed, the BHM Regional Library System shall be dissolved and joint assets distributed as described above in Section VII. Joint assets in the case of a dissolution and distribution shall be defined as personal property and/or monetary amounts, and not real estate.

This **AGREEMENT** shall be effective upon acceptance by all parties.

COUNTERPARTS

This **AGREEMENT** may be executed in an original and any number of counterparts by BHM Regional Library and the signing government members, each of which shall be deemed to be an original of the one and the same instrument.

BEAUFORT COUNTY

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2022

_____ _____
Clerk to the Board Board of Commissioners, Chairman

HYDE COUNTY

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2022

_____ _____
Clerk to the Board Board of Commissioners, Chairman

MARTIN COUNTY

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2022

_____ _____

Clerk to the Board Board of Commissioners, Chairman

TOWN OF BATH

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2022

_____ _____

Town Clerk Bath Mayor

TOWN OF BELHAVEN

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2022

_____ _____

Town Clerk Belhaven Mayor

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

TOWN OF ROBERSONVILLE

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2022

_____ _____

Town Clerk Robersonville Mayor

TOWN OF WILLIAMSTON

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2022

_____ _____

Town Clerk Williamston Mayor

BHM REGIONAL LIBRARY, INC.

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2022

_____ _____

Director Chairman of BHM Regional Library Board

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Mid-East RPO FY 2023 SPR Funding Request for Greenway Feasibility Study

Summary of Information: The Mid-East RPO, of which the County is a member, is submitting a FY 2023 SPR Funding Request Application for a Washington-Greenville greenway feasibility study. The $140,000 project is funded by NCDOT at 95% with a 5% local match. If awarded, the local match of $7,000 will be split between Beaufort County, the City of Washington, Pitt County, and the City of Greenville ($1,750 each). The Mid-East RPO has asked Beaufort County to serve as the lead agency for this reimbursable grant project.

Attached is a copy of the application.

Alternatives:

Fiscal Impact: $1,750 in current budget. No new funds needed.

Submitter Recommendations/Motions: Approve Beaufort County acting as the lead agency for the FY 2023 SPR Funding Request Application for a Washington-Greenville greenway feasibility study if the request is approved and establishing a project ordinance to manage this reimbursable grant in partnership with the City of Washington, the City of Greenville, Pitt County, and the Mid-East Commission RPO.

Attachments:
1. FY 2023 SPR Funding Request Application

FY 2023 SPR Funding Request Application

For NCDOT Business Units and MPO's/RPO's Only

Note: SPR funding is intended for direct and indirect costs associated with specific consultant-led projects (as defined in the summary of work).

Date: 2/24/2022

Organization:	**Mid-East RPO**
Project Manager Name: (must be staff of MPO, RPO, or NCDOT)	**Kevin Richards**
Email:	**krichards@mideastcom.org**
Phone number:	**(252)946-8043**
Source of initial 100% of project cost	**Mid-East RPO reimbursable funds (Local match covered by: Beaufort County general fund, City of Washington general fund, Pitt County general fund, City of Greenville general fund)**
Project Title:	**Washington-Greenville Greenway Feasibility Study**
Project Start Date	**July 1, 2022**
Project End Date:	**June 30, 2023**

Funding requested: $

	Local and or State Funds Match (20%) *	Federal SPR funds (80%) requested	TOTAL project cost (100%)
Fiscal Year 2023	$28,000	$112,000	$140,000

* Enter the 20% amount in this column. For MPO/RPO's: TPD will calculate the amount of State funds to be used to fund a portion of the local match. In accordance with §136-214, matching funds for federal State Planning and Research Program funds:

- MPO's are only eligible if population is 500,000 or less, as determined by the most recent census
- Projects within an MPO/RPO with at least one representative from a Tier 1 County will require 5% local match and State funds will cover the remaining 15% match
- Projects within an MPO/RPO with at least one representative from a Tier 2 County will require 10% local match and State's funds will cover the remaining 10%
- Projects within an MPO/RPO with at least one representative from a Tier 3 County will require 20% local match

NCDOT cannot guarantee funds beyond awards for the fiscal year being solicited (2023), however, if a project need extends into multiple years, please list anticipated needs for each of those years as well. **Those anticipated funds have to be requested again at the subsequent year's call for projects.** If a project is multi-year, it should be broken out into phases that could each stand on their own and be funded individually and independently. Funds will not be awarded for a project already started. Project must not have yet begun. For MPO/RPO's: **TPD staff must be a part of the scope review, consultant selection process/team, and coordinate OIG review.**

Please provide a summary of work to be accomplished:

The project will be a Feasibility Study for the Washington-Greenville Greenway. This project is included in the Beaufort County Comprehensive Bicycle Plan, the City of Washington Comprehensive Bicycle Plan, the City of Washington Comprehensive Pedestrian Plan, the Beaufort County Comprehensive Transportation Plan, the Pitt County Greenway Plan, the Pitt County Comprehensive Transportation Plan, the City of Greenville Active Transportation Plan, and the Greenville Urban Area Metropolitan Transportation Plan. (Please find under attachments: Priority project cut sheet from Beaufort County Comprehensive Bicycle Plan, Proposed Opportunities map from City of Washington Comprehensive Bicycle Plan, Proposed Greenways map from Pitt County Greenway Plan, and Major Corridor Improvements map from City of Greenville Active Transportation Plan.)

The Washington-Greenville Greenway will be part of the East Coast Greenway Alternate Coastal Route and part of NC Bicycle Route 2: Mountains to Sea. It will also connect with the existing City of Greenville Greenway system. This project will have a major regional impact as part of a state bicycle route and a multi-state greenway system. It also fulfills a long-term goal of providing a bicycle/pedestrian connection between the two cities. The Washington-Greenville Greenway will be a recreational amenity for residents and visitors alike.

The current NC Bicycle Route 2 follows US-264 between Pitt and Beaufort Counties. There was a bicycle suitability rating done as part of the Beaufort County Comprehensive Bicycle Plan. With the current design, traffic volumes, and speed limits, the vast majority of US-264 in this area was classified as "not recommended for bicyclists", while a smaller portion of the route was classified as "suitable for the advanced/confident adult bicycling population". (Please find under attachments: Bicycle Suitability Rating from Beaufort County Comprehensive Bicycle Plan.) The Washington-Greenville Greenway will be a safety improvement for NC Bicycle Route 2: Mountains to Sea.

This feasibility study will help local leaders understand the opportunities and constraints within the project corridor for the most optimal "preferred" and "alternative" alignments based on gathered information and stakeholder input. The project goals are to evaluate the feasibility of possible alignments of the greenway, connect the greenway to key locations including downtown Washington and the existing Greenville greenway system, provide preliminary designs, and provide planning level data tailored to take advantage of available funding programs.

The feasibility study will include an analysis of three potential routes (US-264, Tar River, and NC-33). The study will include an analysis of existing conditions of the corridor including the natural environment, built environment, and a parcel analysis. Opportunities and constraints will be identified for each potential route. Finally, a preliminary design will be completed for the most optimal preferred and alternative alignments.

The study will also identify funding sources and make policy recommendations. It will provide planning level cost estimates and relevant data needed for NCDOT's prioritization process and other funding sources to be identified as part of the study. The study will provide the metrics to take advantage of new programs to be funded by the Bipartisan Infrastructure Law (also known as IIJA).

It is expected that the selected consultant will hold 5-6 interjurisdictional Steering Committee meetings, 3-5 landowner meetings, one public meeting in each jurisdiction, and one presentation to elected officials in each jurisdiction.

The Washington-Greenville Greenway Feasibility Study will be used to apply for grant funds for engineering and design of the corridor, followed by grant application(s) for project construction/implementation.

Please note that this is a reimbursement program. The MPO or RPO must first pay the entirety of the project cost from the Lead Planning Agency's local funds, and then request reimbursement from NCDOT. These are federal funds, and all pertinent state and federal regulations must be adhered to. If an MPO/RPO member jurisdiction (county or municipality) will lead the project, then the MPO/RPO would likely need an interlocal agreement to be able to pay the local jurisdiction the 80%. The MPO/RPO would then seek reimbursement for the 80% and show proof of payment to the local jurisdiction.

MPO's or RPO's may need to enter into a project agreement with NCDOT prior to project start.

If your Business Unit is interested in applying for Federal State Planning and Research (SP&R) Funds for a planning related activity, described below, please complete the form. **Eligible activities are specified in 23 USC section 505.** The FAST Act Fact Sheet may also be useful in determining whether your activity may be eligible for funding. In general, eligible activities include:

- Engineering and economic surveys and investigations.
- The Planning of future highway programs and local public transportation systems and planning of the financing of such programs and systems, including metropolitan and statewide planning under sections 134 and 135 [of 23 U.S.C.]. Development and implementation of management systems, plans and processes under sections 119, 148, 149, and 167 [of 23 U.S.C.]. Studies of the economy, safety, and convenience of surface transportation systems and the desirable regulation and equitable taxation of such systems.
- Research, development, and technology transfer activities necessary in connection with the planning, design, construction, management, and maintenance of highway, public transportation, and intermodal transportation systems.
- Study, research, and training on the engineering standards and construction materials for transportation systems described in the previous bullet, including the evaluation and accreditation of inspection and testing and the regulation and taxation of their use
- The conducting of activities relating to the planning of real-time monitoring elements.

Eligibility does not mean that your request will be automatically approved. There are many demands on limited SP&R funding and your request will be considered based on SPR, Matching fund availability and eligibility.

In addition, as per 23 CFR § 420.117, the **State DOT must submit performance and expenditure reports on the SPR program annually.** This report will contain as a minimum: (i) Comparison of actual performance with established goals; (ii) Progress in meeting schedules; (iii) Status of expenditures in a format compatible with the work program, including a comparison of budgeted (approved) amounts and actual costs incurred; (iv) Cost overruns or underruns; (v) Approved work program revisions; And (vi) Other pertinent supporting data. As a recipient of these (SPR) funds, **you will be required to provide this information for each awarded project to the NCDOT Transportation Planning Division by no later than *October 1, which is 90 days after the close of the State fiscal year* in order to continue receiving SPR funds in the future.**

By completing and signing this application for funding consideration, I hereby agree to abide by all required State and Federal regulations (please sign below).

Signature Kevin Richards

LETTERS OF SUPPORT

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



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

BEAUFORT COUNTY
NORTH CAROLINA

February 24, 2022

Jamal Alavi, Director
Transportation Planning Division
NC Department of Transportation
1554 Mail Service Center
Raleigh, NC 27699-1554

Dear Mr. Alavi,

Beaufort County fully supports the Mid-East RPO's application for development of the Washington-Greenville Greenway Feasibility Study. This project is included in the Beaufort County Comprehensive Bicycle Plan and the Beaufort County Comprehensive Transportation Plan.

The Washington-Greenville Greenway would be part of the planned East Coast Greenway Alternate Coastal Route, and an improvement to a portion of NC Bicycle Route 2: Mountains to Sea. It will also connect with the existing City of Greenville Greenway system. This project has a major regional impact as part of a state bicycle route and multi-state greenway. It also fulfills a long-term goal of providing a bicycle/pedestrian connection between the two cities. The Washington-Greenville Greenway will be a recreational amenity for residents and visitors alike.

Beaufort County has the required local match available and has staff available to work with the consultant should the application be funded. We thank you for the opportunity to apply.

Sincerely,

Brian M. Alligood
County Manager

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

PITT COUNTY
PLANNING DEPARTMENT
DEVELOPMENT SERVICES BUILDING
1717 W. 5th STREET
GREENVILLE, NORTH CAROLINA 27834-1696
TELEPHONE: (252) 902-3250
FAX: (252) 830-2576

JAMES F. RHODES, AICP
DIRECTOR

February 23, 2022

NC Dept. of Transportation
Transportation Planning Division
Jamal Alavi, Director
1554 Mail Service Center
Raleigh, NC 27699-1554

Dear Mr. Alavi,

Pitt County fully supports the Mid-East RPO's application for development of the Washington-Greenville Greenway Feasibility Study. This project is included in the Pitt County Comprehensive Transportation Plan and Pitt County Greenway Plan.

The Washington-Greenville Greenway would be part of the planned East Coast Greenway Alternate Coastal Route, and an improvement to a portion of NC Bicycle Route 2: Mountains to Sea. It will also connect with the existing City of Greenville Greenway system. This project has a major regional impact as part of a state bicycle route and multi-state greenway. It also fulfills a long-term goal of providing a bicycle/pedestrian connection between the two cities. The Washington-Greenville Greenway will be a recreational amenity for residents and visitors alike.

Pitt County has the required local match available and has staff available to work with the consultant should the application be funded. We thank you for the opportunity to apply.

Sincerely,

James F. Rhodes, AICP
Assistant County Manager for Planning & Environment

Mayor
Donald R. Sadler

City Manager
Jonathan Russell

City of Washington
NORTH CAROLINA

Washington City Council
Richard Brooks
Lou Hodges
William Pitt
Mike Renn
Bobby E. Roberson

February 23, 2022

NC Dept. of Transportation
Transportation Planning Division
Jamal Alavi, Director
1554 Mail Service Center
Raleigh, NC 27699-1554

Dear Mr. Alavi,

The City of Washington fully supports the Mid-East RPO's application for development of the Washington-Greenville Greenway Feasibility Study. This project is included in the Beaufort County Comprehensive Transportation Plan, the City of Washington Comprehensive Bicycle Plan, and the City of Washington Comprehensive Pedestrian Plan.

The Washington-Greenville Greenway would be part of the planned East Coast Greenway Alternate Coastal Route, and an improvement to a portion of NC Bicycle Route 2: Mountains to Sea. It will also connect with the existing City of Greenville Greenway system. This project has a major regional impact as part of a state bicycle route and multi-state greenway. It also fulfills a long-term goal of providing a bicycle/pedestrian connection between the two cities. The Washington-Greenville Greenway will be a recreational amenity for residents and visitors alike.

The City of Washington has the required local match available and has staff available to work with the consultant should the application be funded. We thank you for the opportunity to apply.

Sincerely,

Jonathan Russell,
City Manager

PO Box 1988, Washington, North Carolina 27889
(252) 975-9300
www.washingtonnc.gov

ATTACHMENTS

Washington-Greenville Greenway

Cross-Section



Phase 1: Downtown Washington

Distance – 1.2 miles

Shared Use Path

Follows abandoned Atlantic Coastline Railroad Corridor along Gladden Street and 3rd Street in Downtown Washington

Phase 2: 3rd Street/Plymouth Road intersection to Tranters Creek Drive

Distance – 2.6 miles

Off-Road Greenway

Follows existing power line easement from intersection of 3rd Street and Plymouth Road to just west of Tranter's Creek Drive where easement intersects with abandoned rail corridor

Phase 3: Tranters Creek Drive to Pitt County Line

Distance – 2.8 miles

Off-Road Greenway

Follows abandoned Atlantic Coastline Railroad Corridor from just west of Tranter's Creek Drive to the Pitt County line

Design

- *Potential ROW Needs:* Right-of-way will follow existing abandoned Atlantic Coastline Railroad corridor and existing powerline easement. No right-of-way constraints are known.

- *Proper drainage:* Efficient removal of excess water from the trail is important. Surface water runoff should be handled using swales, ditches, and sheet flow. Catch basins, drain inlets, culverts and underground piping may also be necessary. These structures should be located off of the pavement structure.

- *Proper sub-grade thickness & compaction:* Minimum thickness of a high-quality aggregate base should be six inches for an asphalt trail. Thicker base courses should be used for poorer quality sub-grade material. Compacted sub-grade should extend a minimum of two feet beyond the edge of pavement. Sub-grade should be compacted to a minimum of 95% of standard Proctor density, AASHTO T 99, and the moisture should be maintained within 3% of optimum. If aggregate base course is used in the pavement section, it should be compacted to a minimum of 95% of modified Proctor density, AASHTO T 180, ASTM D 1557. Depending on the soil conditions, compaction and moisture criteria may vary. After compaction, a soil sterilant and/or root inhibitor should be applied.

- *Adequate pavement thickness:* Minimum 3"

- *Adequate pavement compaction:* It is recommended the hot mix asphalt be compacted to between 92% and 96% of the Theoretical Maximum Specific Gravity, AASHTO designation T 209, ASTM designation D 2041.

Jurisdictions

- City of Washington
- Beaufort County

Potential Partnerships

- City of Washington
- Beaufort County
- Mid-East RPO
- NCDOT
- East Coast Greenway Alliance

Trip Generators

- Downtown Washington including retail destinations and government offices
- Connection between Beaufort County and Pitt County
- Recommended future route of NC Bicycle Route 2: Mountains to Sea
- Recommended future route of East Coast Greenway Coastal Route
- Recreational greenway route

Estimated Construction Costs

Phase 1: $790,000

Phase 2: $1,600,000

Phase 3: $1,750,000

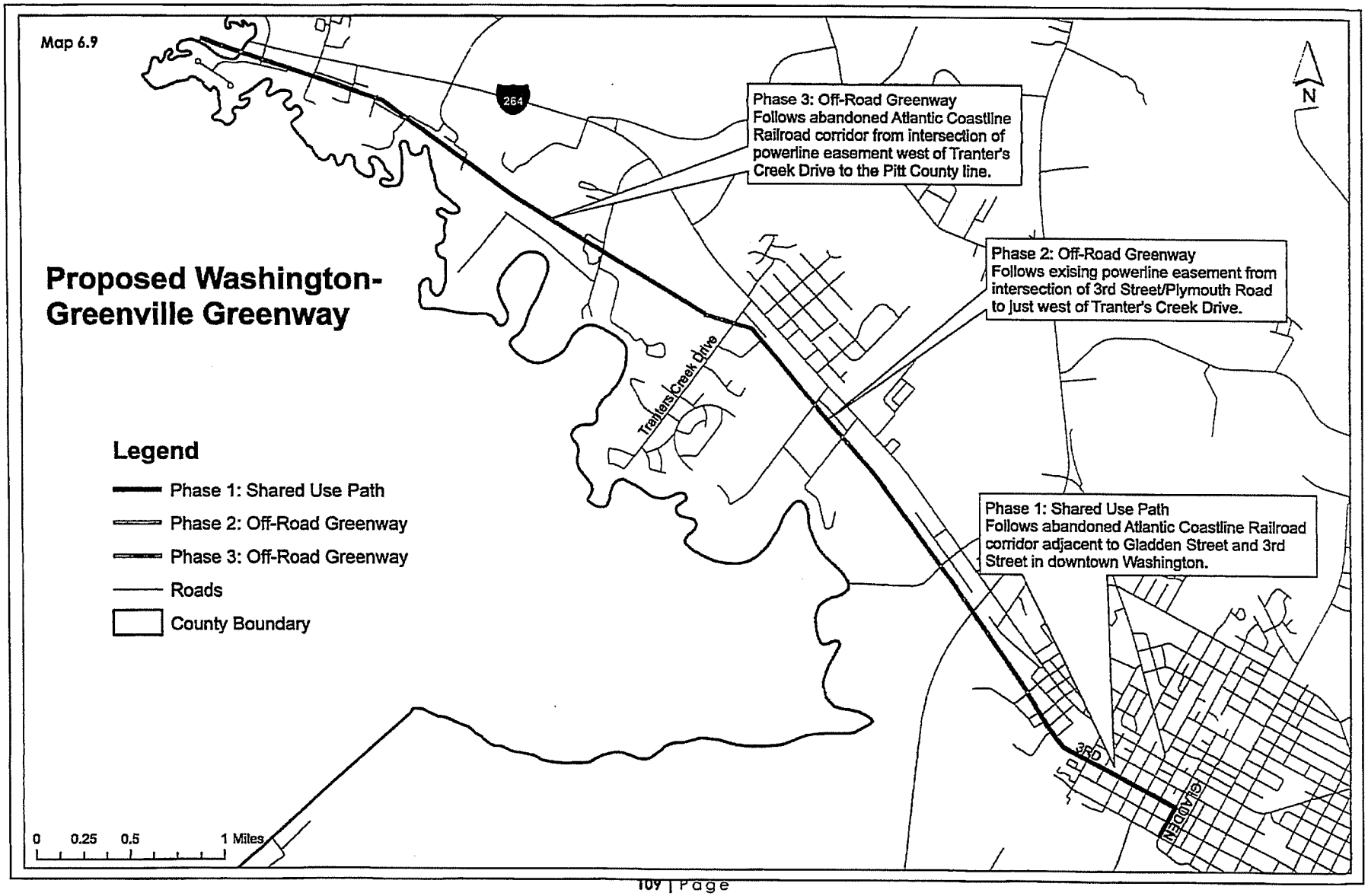
Total Cost: $4,140,000

Potential Funding Sources

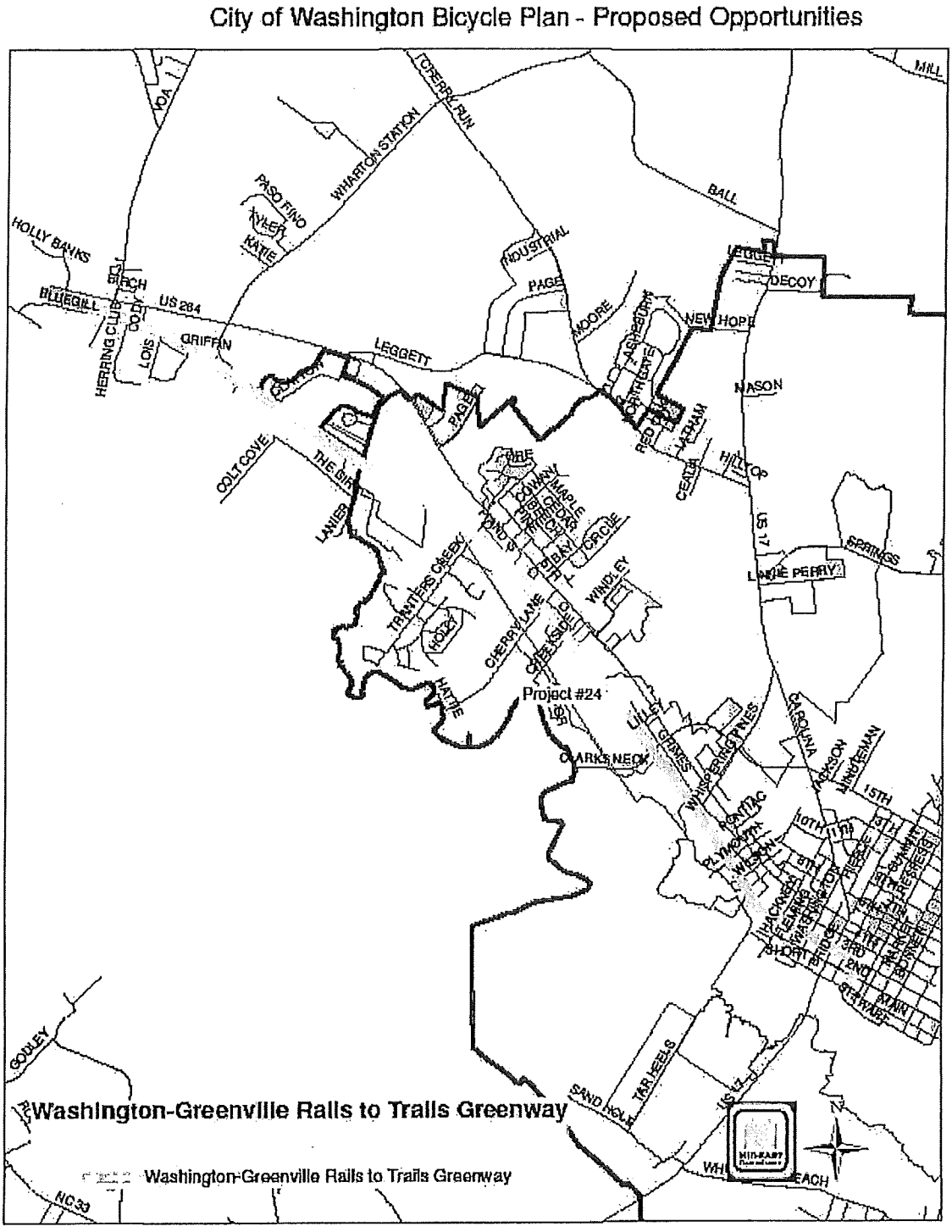
- NC State Parks Recreational Trails Program
- USDOT BUILD Grant

Support in Other Plans

- City of Washington Comprehensive Bicycle Plan
- Pitt County Greenway Plan


Map 6.9
Proposed Washington-Greenville Greenway
264
Phase 3: Off-Road Greenway
Follows abandoned Atlantic Coastline Railroad corridor from intersection of powerline easement west of Tranter's Creek Drive to the Pitt County line.
Phase 2: Off-Road Greenway
Follows exising powerline easement from intersection of 3rd Street/Plymouth Road to just west of Tranter's Creek Drive.
Phase 1: Shared Use Path
Follows abandoned Atlantic Coastline Railroad corridor adjacent to Gladden Street and 3rd Street in downtown Washington.
Tranters Creek Drive
3RD
GLADDEN
N
Legend
Phase 1: Shared Use Path
Phase 2: Off-Road Greenway
Phase 3: Off-Road Greenway
Roads
County Boundary
0 0.25 0.5 1 Miles

Map 4.10 – Proposed Greenway Project



Proposed Greenways
Pitt County
Bethel
Falkland
Fountain
Farmville
Greenville
Simpson
Grimesland
Winterville
Ayden
Grifton
Proposed Greenways
Greenville Greenways
Major Roads
Railroad
ETJ Boundaries

See Maps 3.3-3.10 for more detail.

MAP 3.2 MAJOR CORRIDOR IMPROVEMENTS

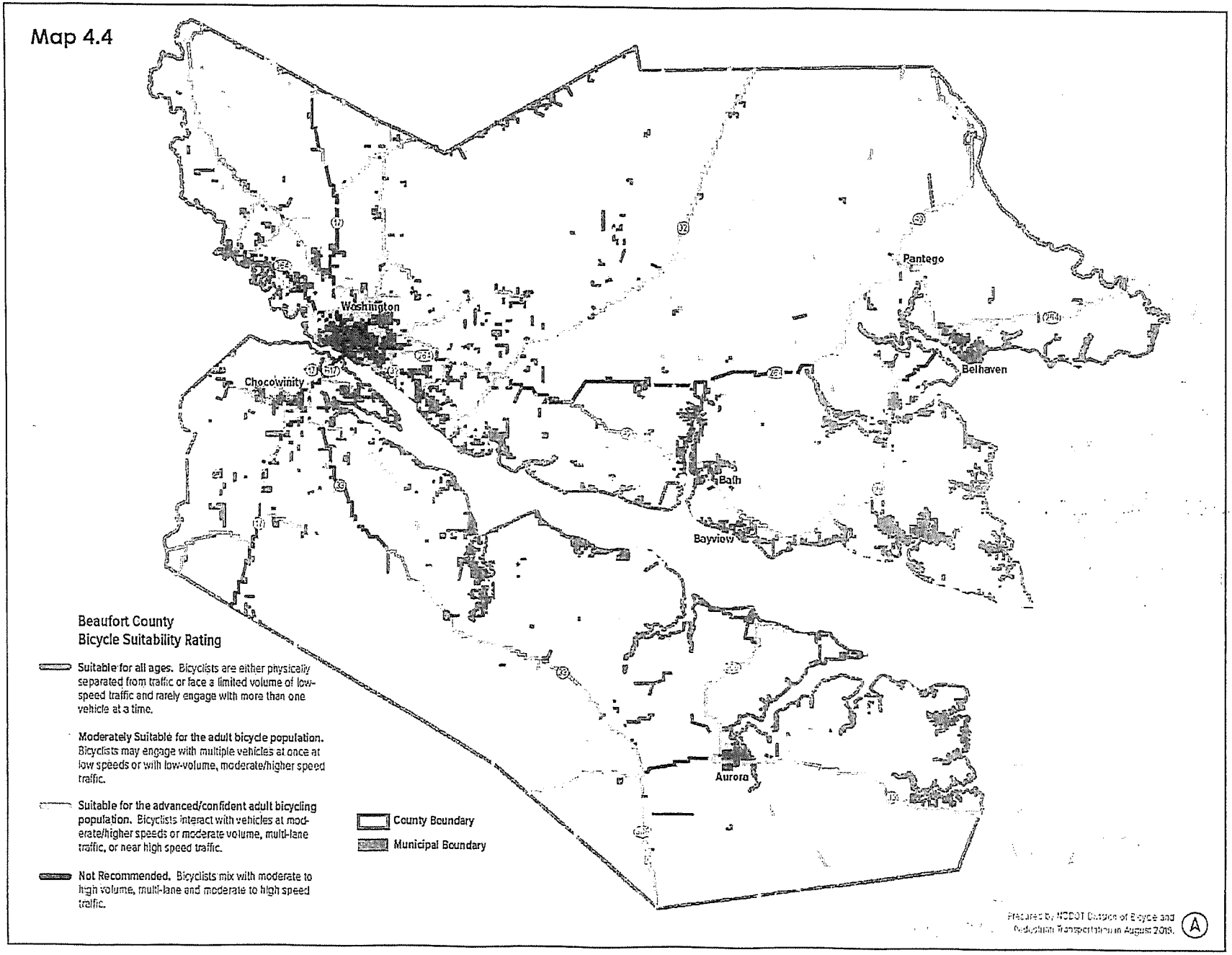
EXISTING
- Shared Use Path
- Bike Lane
- State Bike Route
- Updated State Bike Route (Unsigned)

PROPOSED
- Crossing Improvement
- In Development
- Shared Use Path
- Buffered Bike Lane
- Neighborhood Bikeway
- Paved Shoulder
- East Coast Greenway

MAJOR CORRIDOR IMPROVEMENTS
- In Development
- Separated Bikeway (and Pedestrian Facilities)

DESTINATIONS & BOUNDARIES
- Airport
- Community Center
- Hospital
- Library
- Playground
- Rec Center
- Stadium
- Bike Shops
- Park
- School
- East Carolina University
- Greenville MPO
- Municipal Boundaries
- Commercial Areas

0 0.5 1 Miles


Map 4.4
Washington
Chocowinity
Pantego
Belhaven
Bath
Bayview
Aurora
Beaufort County
Bicycle Suitability Rating
Suitable for all ages. Bicyclists are either physically separated from traffic or face a limited volume of low-speed traffic and rarely engage with more than one vehicle at a time.
Moderately Suitable for the adult bicycle population. Bicyclists may engage with multiple vehicles at once at low speeds or with low-volume, moderate/higher speed traffic.
Suitable for the advanced/confident adult bicycling population. Bicyclists interact with vehicles at moderate/higher speeds or moderate volume, multi-lane traffic, or near high speed traffic.
Not Recommended. Bicyclists mix with moderate to high volume, multi-lane and moderate to high speed traffic.
County Boundary
Municipal Boundary
Prepared by NCDOT Division of Bicycle and Pedestrian Transportation in August 2019.
A

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Wilkinson Community Event Center Grant Match

Summary of Information: At a regular meeting on December 7, 2020, the Board of Commissioners approved providing $10,000 for a USDA Rural Development grant as part of the required local match to make various improvements to the Wilkinson Community Event Center. The UDSA Rural Development grant did not progress, but the Cannon Foundation has expressed interest in assisting with a grant to replace the roof of the facility. A local match is still needed, and it is requested that the previously approved $10,000 matching funds from the County be applied to the Cannon Foundation local grant match.

Submitter Recommendations/Motions: Approve applying the $10,000 grant match that was approved on December 7, 2020, for a USDA Rural Development grant to a Cannon Foundation grant application match.

Attachments:

.

June 6, 2022

The Cannon Foundation
P O Box 548
Concord NC 28026

Dear

The Beaufort County Board of Commissioners voted to send a letter in support of the Wilkinson Community Events Center (WCEC) (formally Friends of John A Wilkinson Building, Inc) to seek funding to repair the roof of the historical Wilkinson Building located in Belhaven, NC. The Town of Belhaven, a small but important town of about 1600 people, is essentially the operating center of the rural part of counties east of Hwy 32 that includes parts of Beaufort and Hyde Counties. It has a moderate-sized grocery store, a library, and medical clinic. The WCEC (formally John A Wilkinson Building) is the only low-cost venue for events in this area. It houses an extremely important fitness center that serves our county residents, especially our aging population. It provides a venue for a long list of other community events. We feel that the Wilkinson Center is a great asset to our area as well as fulfilling an important part of our agricultural history that began over a century ago. John A Wilkinson was the original pioneer who transformed economic development in this part of North Carolina.

The County of Beaufort recognizes that The Wilkinson Building is not only important historically but houses essential services to our community. Because the roof is in urgent need of repair, we have pledged $10,000 to share the cost with The Cannon Foundation. Getting the roof repaired is important for the WCEC to become financially sustainable in their operations as well as to protect a historical landmark.

We appreciate the past assistance your foundation has brought to our community such as the recent restoration of a historical high school in Bath. We look forward to continue working collaboratively with you to better the lives of our community.

Sincerely,

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Decision

Presenter: Clerk to the Board Katie Mosher,

Agenda Title: BCCC Board of Trustee Appointment

Summary of Information: Due to Reverend Cayton's passing and term ending on the Beaufort County Community College Board of Trustees a new appointee is needed. Dr. Laura Staton has shown interest in becoming a member and has submitted her application and CV. I have no other applications at this time.

Submitter Recommendations/Motions: Staff will follow the Boards recommendation.

Attachments:

STATEMENT OF INTEREST TO SERVE

If you are a Beaufort County resident and would like to volunteer your time and expertise to your community, please complete and return to:

Beaufort County Board of Commissioners
C/O Katie Mosher, Clerk to the Board
121 W 3rd Street
Washington, NC 27889

Please list in order of preference the boards or commissions for which you would be willing to serve:

1. BCCC Board of Trustees
2. _____
3. _____
4. ____ Any/All Boards/Committees (check if applicable)

Note: By applying for the above listed boards and commissions, I have no known apparent or potential conflict of interest.

* If you are responding to specific criteria for a position, please explain further:
_____.

Full Name: _Laura L. Staton Sex: Female
Residence Address: 114 St. Johns Court Race Caucasian
City and Zip Code: Chocowinity NC 27817

Mailing Address (If different): Same
City and Zip Code: _____

Home Phone No.: 252-975-2525
Cell Phone No.: 703-582-2149
Work Phone No.: N/A
Fax No.: N/A

Employer: _Retired
Job Title: _____

E-mail Address: laura1staton@gmail.com

Do you live within the extraterritorial jurisdiction of a municipality? Yes

Educational Background: See Attached for complete List
Name of High School Attended: Sunnydale Academy; Centralia Missouri
Name of College Attended: Kansas City University – College of Osteopathic Medicine
Degree Received: _D.O.

Please list any military experience: _USAF – Rank of Major – 1983-1988

If you are presently serving as an elected or appointed official, please explain: N/A
Currently serve on the Beaufort County EMS Oversight Committee as Chair

Please list current/past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience: See Attached

Volunteer Experience: See Attached

If I am appointed to serve on one or more boards, I will agree by signing an Affirmation of Understanding and abiding by the Board of Commissioners policy for Appointment to Boards.

Signature: Laura L. Stabal, DO, MPH
Date: 20 May 2022

* Please feel free to attach a resume if so desired.

** **NOTE: When applying for a Beaufort County Board or Commission, your application is considered a public record. The Board Appointment Policy requires that applications be on file in the Clerk's office 15 days prior to consideration for appointment.**

***Interest to Serve forms remain current for two (2) years. After two (2) years you should contact the Clerk to the Board's office to update your form.**

CURRICULUM VITAE

Laura L. Staton, DO, MPH
114 St. Johns Ct.
Chocowinity, NC 27817
Laura1staton@gmail.com
Home: (252) 975-2525
Cell: (703) 582-2149

EDUCATION

M.P.H.	Master of Public Health Medical College of Wisconsin Milwaukee, Wisconsin May 2001
Post Grad	Garden City Osteopathic Hospital Garden City, Michigan June 1983
D.O.	University of Health Sciences College of Osteopathic Medicine Kansas City, Missouri May 1982
B.S.	Public Health Education Loma Linda University Loma Linda, California June 1977

PROFESSIONAL EXPERIENCE

January 2011 – Present
Retired

August 2016 – September 2017
NC State – Temporary Guardian ad Litem Volunteer Recruiter

January 2006 – December 2010
Medical Consultant in Occupational Medicine
Corporate Healthcare Consultants
Chocowinity, North Carolina

September 2001 – December 2005
Medical Director, US Airways
Arlington, Virginia

August 1996 – September 2001
Senior Area Medical Director, United States Postal Service
Mid-Atlantic Area
Arlington, Virginia

September 1988 - July 1996
Occupational Medicine Physician, Private Practice
Corporate and Occupational Medicine Partners
Sterling, Virginia

September 1983 – July 1988
Flight Surgeon
US Air Force, attaining rank of Major

VOLUNTEER EXPERIENCE

Beaufort County Community College
Foundation Board of Directors
Current Chair
July 2018 - Present

Beaufort County EMS Oversight Committee
Sept 2018 – Present

Chocowinity EMS
Board
April 2016 – 2021

Ruth's House, Domestic Violence Shelter
Volunteer as a shelter monitor, work with the fund raising committee including program development and grant writing; Ruth House Antiques volunteer
January 2013 – 2020

Eagle's Wings Food Pantry
June 2005 – present
Volunteer as interviewer, warehouse worker, mobile pantry worker, fundraiser, grant writing and pick-up/delivery of food
Board of Directors 2010 – 2019

Department of Social Services Children Services
Volunteer with foster teen life skills program (LINKS), provide childcare for foster children during foster parent meetings
December 2010 - 2019

Guardian ad Litem
Beaufort County, North Carolina
Court appointed advocate for children in the custody of DSS
July 2009 - 2019

Beaufort County Extension Master Gardener
January 2007 – 2019

Beaufort County Community College
Board of Trustees
October 2013 – June 2017
Chair – June 2015 – June 2017

Other Training

Certificate:

Guardian ad Litem
Training Facilitator
State of North Carolina
Administrative Office of the Courts
April 2015

Guardian ad Litem Volunteer
State of North Carolina
Administrative Office of the Courts
July 2009

Basic Curriculum in Occupational Medicine
American College of Occupational and Environmental Medicine
June 1994

Department of Defense Emergency Medicine Short Course
Scott Air Force Base, Illinois
September 1987

Aerospace Medicine Primary Course
Brook Air Force Base, Texas
September 1983

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Request Enforcement of the Noise Ordinance

Summary of Information: Commissioner Richardson would like the Board to hold a discussion regarding the enforcement of the Beaufort County Noise Ordinance.

Submitter Recommendations/Motions: Staff will follow the Boards instructions.

Attachments:
. Noise Ordinance

CHAPTER 92: NOISE

Section

92.01 Purpose

92.02 Unreasonably loud and disturbing noise

92.03 Enforcement

92.04 Effective date

92.99 Penalty

§ 92.01 PURPOSE.

It is the purpose of this chapter to establish an effective means of regulating and controlling sound and noise within the county to the ends that the health, safety, and welfare of the population are promoted and maintained through peace and good order, and the rights of individuals are not unreasonably restricted.

(Ord. passed 4-7-2003)

§ 92.02 UNREASONABLY LOUD AND DISTURBING NOISE.

(A) Subject to the provisions of this section, it shall be unlawful for any person or persons to make, permit, continue, or cause to be made or to create any unreasonably loud and disturbing noise including sound amplification in the county.

(B) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DISTURBING. Noise which is perceived by a person of ordinary sensibilities as interrupting the normal peace and calm of the area.

SOUND AMPLIFICATION. Operate or allow the operation of any sound amplification equipment so as to create sound levels exceeding 55 dBA or 65 dBC between 9:00 a.m. and 9:00 p.m. or exceeding 50 dBA or 60 dBC between 9:00 p.m. and 9:00 a.m., as measured anywhere outside of the boundary line of the person or persons making, permitting, or causing such noise. The foregoing limitations on the operation of sound amplification equipment shall not apply to special event permit issued by the county, the operation of horns, sirens, or other emergency warning devices actually being used in emergency circumstances.

UNREASONABLY LOUD. Noise which is substantially incompatible with the time and location where created to the extent that it creates an actual or imminent interference with peace or good order.

(Ord. passed 4-7-2003) Penalty, see § 92.99

§ 92.03 ENFORCEMENT.

This chapter may be enforced by injunction or other equitable relief by an action brought in the general court of justice.

(Ord. passed 4-7-2003)

§ 92.04 EFFECTIVE DATE.

This chapter shall become effective upon adoption

(Ord. passed 4-7-2003)

§ 92.99 PENALTY.

The violation of any provision of this chapter shall constitute a misdemeanor and shall be punished by a fine up to $500 or imprisonment of 30 days or both fine and imprisonment. Each day on which any violation of this chapter shall continue shall constitute a separate and distinct violation and offense.

(Ord. passed 4-7-2003)

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Combating Illegal Drugs in Beaufort County

Summary of Information: Commissioner Richardson would like to hold a discussion on developing a strategy to combat the drug epidemic.

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 6/6/2022

Agenda Section: Item for Discussion

Presenter: Clerk to the Board Katie Mosher,

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:

.