The Beaufort County Board of Commissioner met in regular session Monday, June 6, 2022, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

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

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

Chairman Waters welcomed everyone and called the meeting to order.

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

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

Conflict of Interest Statement

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

No one spoke.

Approval of Agenda

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

Service Awards Presentation

Ms. Deloris Creasman said we have some Beaufort County employees we would like to recognize tonight for their service to Beaufort County. She said we have one employee here tonight, Ms. Hollie Acklin and she's with the Tax Collectors office and she will receive her 15-year award. Ms. Acklin was then presented with her award from the Chairman.

Ms. Creasman said we also have another couple of employees that are not here that I would like to recognize. She said we have Mr. Ryan Davis from Emergency Medical Services, with his five-year award and Mr. Charles Pugh with the Water District who also has five years.

NC Department of Labor Workplace Safety Award

Ms. Jennifer Ore said we have a number of awards and the way these awards are given is the rate of days away from work and they have to be at least 50% below the industry average and that's compared to all other industries in North Carolina that are local government. She said so tonight, for the sixth consecutive year we have the Administrative Offices, and it comes with a plaque. She said we also have, for the first year, gold, for Emergency Services. She said then we have, for the first year, silver, for the Sheriff's Office and we have for the third consecutive year, gold for the Health Department so

there's 2021 and I also have their 2020. She said for Social Services we have the first-year silver for 2021 and then they had a gold award. She said lastly, for gold, we have Public Works.

School Security Presentation

Mr. Alligood said at the last meeting the Board asked if the superintendent of schools and his security system would give an update so they're here tonight to give one.

Dr. Matthew Cheeseman said I'd like to introduce Captain Daryl Hall with Allied Security and just wanted to come in under recent events and explain to you we've been very pleased with Allied this year, congratulations to you and your team. He said the schools have been well protected this year, the parents have been very pleased with what they've seen in the car rider lines and inside our schools, at our games and at our activities. He said but to get to the point, we're very well protected in our schools. He said our officers are armed; we currently have one going through training at one of our schools so that at the start of next year we should have thirteen armed officers. He said we have video in all of our schools, we have locking mechanisms to all of our doors btu we are currently looking at an opportunity to do a safety evaluation at all of our school campuses now and when we have that done we'll bring that back to you to talk through that together.

Captain Hall said I'm with Allied Universal. He said beforehand I worked with the Sheriff's Office, I worked there about sixteen years and a good chunk of that I was working in the schools as an SRO. He said I made the move to Allied; we've got a good group of boys and girls that came to work with us. He said a lot of them worked with the Sheriff's Office or a local PD before coming on with Allied. He said we do the exact same training the police departments do, the Sheriff's Office does to keep our state mandatory training valid, keep our certifications up. He said we do firearms training, we've actually got a weeklong SRO school, 40-hour training course and that gets the officer that haven't been up to par with search and seizure and different kind of laws are different than dealing with juvenile off campus, on the street. He said they'll learn a lot about that and during that course they'll learn about school safety and active shooter events and study some of those scenarios.

Vice-Chairman Langley said this is the question I had last week, all the external doors at all of the schools are secured.

Dr. Cheeseman said they have locking mechanisms to them; we have the SRO's check them throughout the course of the day. He said we also ask our employees not to leave them propped. He said we ask that they're constantly monitored. He said one of the things that we do need to look at is access onto our campuses. He said specifically, what time of fence line structures do we need to contain our elementary environments but right now we do believe that we are secured in the buildings, we just need to make sure that the behaviors of the adults and the children maintain that security.

Commissioner Rebholz said given the events down in Texas, if there happened, God forbid, if there happened to be an active shooter situation, say at Southside, who's going to end up being in charge. He said is it going to be the Sheriff or are we going to end up with a situation like we had in Texas.

Captain Hall said the school resource officer on campus at Southside, they're going to be the first responder, they're going to be in that building and respond to the threat and hopefully eliminate that threat. He said the Sheriff's Office and other agencies are all going to show up and it's my understanding the Sheriff's Office would take control from that point on.

Commissioner Rebholz said so unlike down in Texas you wouldn't be making the call.

Captain Hall said I would be assisting in any way possible.

Dr. Cheeseman said the Sheriff's Office would be setting up the incident command center.

Commissioner Walker said the one SRO that's approved yet for having a weapon, is that being held up somewhere down the line.

Dr. Cheeseman said it's actually a different individual being trained for next school year and so how we work that out is the actual officer who was there this year has stepped out, so we hired another person through Allied and that person is being trained so we rotated Captain Hall and other people into the building, but specifically we'll be ready with 13 officers next year.

Commissioner Walker said if you see anybody that's dropping the ball you need to be able to put it on paper that this is not being done like somewhere else and it's causing us a problem because you don't want to show up later on the news.

Chairman Waters said one of the things we have to be careful of is not releasing the name of the school for security reasons, I would think would be a good idea.

Resolution Honoring Reverend Robert Cayton

Chairman Waters said the next item is a resolution honoring the Reverend Robert Cayton. He said I'm going to read this, hopefully we can move through this without taking up too much time. He then read the following:

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.

Motion: Commissioner Booth motioned to approve the resolution entitled "A RESOLUTION HONORING THE DECEASED HONORABLE REVEREND ROBERT B. CAYTON". Commissioner Rebholz seconded. The vote was unanimous.

Public Hearing – Include Area Within Corporate Limits of Town of Bath in County ER Rescue Service District

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

Mr. Brian Alligood said 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 services tax district. He said as you will recall the Board did this several years ago with the Town of Pantego. He said the Town of Bath is currently served by EMS services, but it is not taxed within the district. He said the way Beaufort County has EMS services provided is through a special service taxing district and in the Bath area it's $0.05 within the district. He said the Town of Bath, instead of the County taxing that, they were providing those funds from their general fund in the equivalent of $0.05 on their evaluation within their corporate limits. He said they have asked, as is required by statute because you cannot go into a municipality and propose a special service district without the approval of the municipality, so they have asked, and you have the resolution on page 11 asking to be included in the special service district and essentially take over taxing that on the first of July. He said the public hearing, the public notice has been made, as well as sending out a copy of the notice and the copies of the maps that are included in the agenda item that show the current district and the proposed district. He said the only difference is it includes the corporate limit of the Town of Bath. He said those have been sent to all taxpayers within the municipal limits of the Town of Bath and this is the last part where you would hear comments from the public about including them in that district and then you have the opportunity to vote on that.

Chairman Waters said we had no one sign up for the public hearing as it related to the changing of the tax in Bath. He then asked if anyone would like to comment.

Motion: Commissioner Rebholz motioned to come out of the public hearing. Vice-chairman Langley seconded. The vote was unanimous.

Motion: Commissioner Booth motioned to approve including the Town of Bath in the Beaufort County EM special tax districts. Commissioner Walker seconded. The vote was unanimous.

See Addendum 1

Public Hearing – Budget

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

Mr. Alligood said as you recall, the Manager's recommended budget was presented on May 16th of this year. He said budget workshops were held by the Board on May 19th, 24th, 26th and the 31st. He said during those budget workshops the Board made changes to the Managers recommended budget. He said you'll see on page 16 and 17 the changes that were made to the Manager's recommended budget. He said you also have, included on page 18, the public notice of the public hearing and you have on page 19 the proposed budget ordinance based on the changes that the Board made on the Manager's recommended budget. He said you are required to hold at least one public hearing by statute before you adopt the budget and that's what this public hearing tonight is designed to do.

Mr. Tandy Dunn said I watched the budget process on-line because I had other commitments and I was very happy to see, as you were moving along, that we were going to have about $124,000 that weren't being spent and then all of a sudden we're about $22,000 in the hole. He said part of that was $90,000 for the propaganda manager, part of that was the two deputy sheriff's positions and I'm concerned because several times some of these were voted down and at the end they were added and I really felt that the Sheriff's Department, I don't know how their staffing is now, but I didn't think it was the correct time to add new people because we've got a new Sheriff coming in. He said we don't know what the new Sheriff is going to do and I think Commissioner Langley will agree with me, back in 1986 when we were both deputies there were only five deputies on the road and the Department was maybe 46 people total and now there's still five deputies on the road and there's so many people in the back office and doing other things that I think maybe some money could've been saved if we'd just held out. He said so I implore you to, when you do your budget take a look at saving money and give it back to the citizens of Beaufort County and not just spending it willy-nilly.

Ms. Patricia Garrison said the Country is in a recession, the worst inflation in 40 years, gas prices are at an all-time high. She said businesses are closing, US Citizens are losing money, they're living paycheck to paycheck. She said Beaufort County is increasing its budget by approximately 8%, which includes a part-time recycling enforcer at $25,000, a communications director for $95,000 and nobody seems to know what they're responsibilities are. She said we bought a trailer for $198,000 but we don't have a truck to pull it. She said we have aerial photography for revaluation at $39,355.33 a year and it's not even time for revaluation. She said why are we doing this on a yearly basis when it's not time for revaluation. She said why do we need this to begin with. She said we have $847,000 to plan for a possible mega-site for solid waste disposal. She said we have an increase in the water department of 5%, we have an increase in solid waste department of 5%. She said we have $15,000 a year for a tech program for people who do not live in Beaufort County to monitor their water. She said why am I, the taxpayer, offering this for somebody that does not live in Beaufort County and does not pay taxes. She said we had Covid hazard pay for what was approximately $2,000 per person for County employees. She said private sector workers that worked through Covid, if they were lucky enough to keep their job, did not get hazard pay. She said how much did we spend, our government is growing while the productive taxpaying citizens of Beaufort County, that population is decreasing. She said I want to ask a question; how many County Commissioners are willing to cut taxes for one year. She said there should be five of you willing to do that. She said I'm asking the County Commissioners to think about the private sector, how our pocketbooks are affected. She said should the government be growing while the private sector is shrinking.

Ms. Dawn Slann said I'm a resident of Beaufort County, a small business owner and I'm still a taxpayer. She said to clarify, I'm not the current commissioner in a skirt, Liz Cheney, or an idiot. She said I have now watched two cycles of the budget review and I've done a historical review of past budgets. She said it appears that no matter what changes or requests are made to the budget throughout this review period there are Commissioners sitting on this Board that have never voted to approve the annual County budget. She said these same Commissioners expect those individuals paid by and services funded by that budget to work at the same rate of pay or funding as last year and sometimes longer than that. She said this is because they don't believe that the County budget ought to keep up with the rate of inflation and this because taxpayers don't get raises that keep up with inflation. She said first, I don't believe the personal taxpayer's financial information was made available to the Commissioners so speaking for everyone based of the voices in their personal choirs is not representative of the entire County. She said secondly, most businesses are experiencing unprecedented decrease in workforce to the point that some are shutting down because they cannot find people to work. She said while you may not be able to meet the full amount of every request for an increase, to continue thinking that people are going to continue to work with no return on their personal time and effort investment is a plan that is sure to fail. She said if those Commissioners that are intent on giving back to the taxpayers, then maybe they should consider giving up their salaries and the cost of their benefits back to the budget. She said at the end of the day the Commissioners work for the taxpayers of Beaufort County, all of them, regardless of party affiliation or economic stature. She said the budget should be targeted to provide the most value to the County as paid by the taxpayer. She said for the most part the majority of this Board understands that. She said for those that refuse to vote for a budget, even after all of the hoop jumping they required, do not have the best interest of the taxpayer or the County at heart.

Chairman Waters asked if there was anyone else who would like to speak. No one answered.

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

Chairman Waters said he would entertain a motion to approve the budget.

Commissioner Richardson said why don't we comment on the budget before we entertain motions.

Chairman Waters said that's fine, you want to lead off.

Commissioner Richardson said I wore a black tie and a black coat today for a particular reason. He said this particular budget is the largest spending increase that we have ever had in the history of Beaufort County. He said this sets a record. He said taxes didn't go up simply because these Commissioners are taking the money out of other funds and other places. He said you can only do that for so long. He said that caught the City of Washington this year. He said they're getting to the point where they're having to raise taxes fairly high because they suddenly ran out of money, the same thing could happen to us. He said I'm disappointed, and the reason I'm wearing black is because it is a black day in Beaufort County. He said the budget has huge spending increases. He said $1 million to guarantee that students can go to the Community College without having to pay even one dime is pure socialism. He said we funded that for four years in this budget. He

said why would you fund it for four years in this budget, that does not make a lick of sense. He said the budget and spending increase, according to my numbers, went up $5,700,000. He said in terms of taxes, you've had a 9.3% increase in taxes that you're going to find out about in a year or two. He said after the people are done spending this money, the Board, they're going to leave you a present that somebody else is going to have to deal with. He said all spending increases, when you're doing a continuation budget, and that's what we do, we don't try to correct the mistakes that we made in the past when we do the budget. He said we continue to fund them and all increases in a continuation budget eventually find their way to increase taxes. He said it may take a few years but it's coming at you. He said we added three employees, ten police cars that we don't need, so this is not a good budget. He said these Commissioners sat here, nobody tried to save anything, nobody wanted to look at alternatives and by the way, for the person who was up here claiming that I've never voted for a budget, I have voted for a budget. He said I've just never voted for a budget, for these awful budgets from the last eight or ten years since we got supposedly the most conservatives on the Board, we found out they can spend more money than the ones carrying the tag as liberals. He said so yeah, you're right, I'm not going to vote for this budget.

Commissioner Booth said I want to say this. He said I remember when we talked a few years ago, when we started talking about Early College, that was socialism. He said today we've got kids going to school, going to college, and getting an associate degree. He said I think when talking about investing or raising taxpayers' money I can't think of no better program than Beaufort Promise. He said it's for every citizen or child in Beaufort County that wants to go to school, they have an opportunity to go. He said whether you child decides to go or not, that's up to you but I think it's one of the greatest things that ever happened, and I've got to say this Commissioner Richardson, even you didn't vote for Early College, but you benefitted from it, and I'm glad you did. He said I'm so grateful that you did, and I hope you benefit from this Beaufort Promise.

Vice-Chairman Langley said I'm just going to add one thing to what Commissioner Booth said. He said when I served on the Partnership for Children Board, they're slogan was investing in children makes good sense and that's exactly what we've done.

Commissioner Deatherage said I'm not going to, I still reserve my right to speak later while we're in the motion process, and we're not in the motion process yet. He said I would like to discuss this with the Board, this one issue. He said $1 million for Beaufort Promise, a great deal as per Commissioner Booth. He said some of you other Commissioners may concur. He said do we know for sure that this $1 million, all of it coming directly from taxpayers' pockets in Beaufort County, is any of that money be going to people here with illegal status in our Country but are moving from our public schools. He said as per the Supreme Court, they can go to primary schools at no cost but there's nothing said that they can go to higher education, such as community college, at no cost. He said will that be protected for people in this country, illegals, with illegal status. He said we haven't discussed that. He said we have not discussed that, it has not been made a parameter, a condition in which we give this money to the Community College. He said that's a question.

Chairman Waters said in looking at the budget, we have, since I've been a Commissioner this is the first time that I've seen us do fairly large items out of the fund balance that are not reoccurring. He said one of those being the Beaufort Promise, the $1 million, that we just had a discussion on. He said the other one is the workmen's compensation reserve, which allows the County to be self-insured and should, according to our projections, should show savings to the County in the future. He said when you back out the $1.6 then the increase is $4.2 million and it's 6.7%, it's to 8% but it's 6.7% and the dollar amount is $4.2 million. He said one of the comments that was made earlier is that our workforce is just like a lot of other people in this region. He said we just lost another employee to another County. He said we have to make sure the skills that we need, the professional skills, that we pay our employees, and we look out for them as it relates to the benefit. He said so in this budget it does include a 5% salary increase, or cost of living increase. He said when you look at the number of employees that are being added in the Sheriff's Office, we are increasing that by two. He said I've heard the comments but I'm one of the ones that thinks we need the expanded law enforcement. He said it's true we're going to have a new Sheriff that's going to be elected and take office December 1st but we also need to make sure we have the support in the schools as it relates to the school resource officers so by having two, that allows us to have one on the southside and one on the northside that can shuttle back and forth and make contact at each one of those schools when the schools are in session. He said of course the County Manager, we are adding that one. He said that's been discussed at several Board meetings, we've had requests by Commissioners saying now that we have the equipment we should be doing more with it so we can educate the public as it relates to solid waste, as it relates to discussing, just like tonight we had the superintendent here and our school resource officer supervisor with Allied. He said a lot of possibilities there. He said I some people refer to it as propaganda but to me it's a way of us saying exactly what those individuals are doing and what we want the public to hear. He said it isn't propaganda, it is factual information. He said then when we hear you should reduce the tax rate

10% and give that back to the people, what it means is that 10% would come out of our reserves and the Boards policy as it relates to fund balance, our goal, for a number of years, even before I was elected, 35%. He said right now we exceed that by $4.6 million. He said now what does our policy say when we exceed our goal, it says one of two things or a combination of the two. He said it says that we can pay down debt. He said we just completed this past twelve months the refinancing of all of the County's debt and all of it is less than 2%. He said so the other thing that we can do is put money in capital reserve. He said we are constantly having to spend money as it relates to the schools and also the Community College and at the local level so I'm going to propose in July that we bring this up and we discuss where we can put the money, in the different reserves, the capital reserves. He said we talk about the solid waste, we talk about improvements or additions to the jail, all these things cost money. He said it's not sound financial business to take the money out of the savings and use it to fund operating expenses knowing that we're going to have to spend some of that money in the next twelve months or twenty-four months. He said so I think it's a good budget, I realize it's larger than normal but with inflation at 8% the costs of the County as it relates to utilities or as it relates to fuel is the same as it is for everybody in this room. He said we don't get a discount just because we're a government agency, as it relates to that. He said so I'm going to be supporting the budget and I'll entertain any other comments.

Vice-Chairman Langley said I just need to remind folks of this one thing, we live in an area where hurricanes are prevalent, and FEMA does not give counties up-front money. He said counties have to have the money on hand to do what needs to be done and then later on FEMA will reimburse you.

Commissioner Booth said sometimes years later.

Vice-Chairman Langley said yes, sometimes years later. He said so it is important that we maintain a healthy fund balance so when a major storm comes people will be looking to us to help but what happens if we don't have any money. He said so we have to continue this path that we're on. He said for many years we have been reactionary to things. He said it's time for us to start being progressive with everything concerning this County. He said I feel that this is a good budget and I'm definitely voting for it.

Commissioner Walker said I'm okay with the Beaufort Promise. He said you know we talk about losing population in Beaufort County and I think this is a way to keep it. He said you've got kids going to community college for four years, they're not going to leave, they're going to stay here and get some really valuable credit for being there so I'm for that and in my history of watching the public comments on the budget, I've seen them lined out the door, complaining. He said but if we don't have any more people that complain than we do I think we're getting close to being okay. He said yeah, we did a good job of cutting some things the other night and I kind of feel like I knew it was going to be put back in at the end. He said I've seen that happen just about every year, so I would've liked to kept some of those cuts but I'm okay with the way that it is. He said I hate it that we can't send some money back, but we do have, we're heading into hurricane season and there's been hurricanes mentioned, an economic hurricane and none of us really know what that means, and we could be headed for that. He said now when Covid came we did some things to prepare for Covid and thankfully we didn't have to use some of those things but we probably do need to sit on some of this money and see what an economic hurricane looks like because we may have to be passing along some funding to help get out of that storm and of course we've also got regular hurricanes to deal with too so Commissioner Langley is right so I'm okay with, I'll hold my nose and vote for it.

Commissioner Richardson said you know; how did we accumulate this $35 million in round numbers. He said we accumulate it by over taxing people, that's how we got that big number up there. He said we don't need that, we're not mandated to have that much money on hand, it's just something the Board decided to do and then it got away from us and suddenly the Board found that we were wealthy, and they came out with all these great ideas for spending money. He said I'll give you one example of a total excess that's in the budget, aside from the socialism that goes along with a totally free education for everybody. He said they don't have to put any of themselves into it, they don't have to do any of their own work. He said things that are free usually has very little value to the person that's getting it to begin with but there's a $60,000 farm tractor in this budget, why is that. He said because Beaufort County, for the last 25 years, and I fought it before, has been in the farming business. He said we plant seed plots for commercial seed companies. He said there are other people in Beaufort County that are in the business of planting seed plots for commercial seed companies. He said there are commercial seed companies and people that sell seed that plant their own crops without the County helping them. He said there's no reason, and by the way we do this in other counties too, not just Beaufort County, so there's a $60,000 farm tractor that's in this budget that is totally abuse of the taxpayer. He said we should turn this loose, get out of this, and let industry start taking care of itself. He said one thing I'll say about education. He said I got an education, I got a good

education, I'm proud of my education but education has been run into the ground and you see articles on this. He said we need to get off of the education rant that we've been on because the people that I look around and the people that I've come into contact with that are educated aren't really educated. He said they've just been told their educated and they've been told their smart. He said if there's one place we're getting taken advantage of in the United States as a whole, to say nothing of Beaufort County, it is education.

Commissioner Rebholz said let me address this last issue about Beaufort Promise. He said when I first got on this Board I went around and visited a number of businesses around here in the County, manufacturing principally, and my paradigm at the time is if you wanted a good job you had to leave the County and you had to go find it someplace else. He said it turns out that paradigm was blown up right off the bat because everybody that we talked to, every single manufacturing industry said they could grow their business and expand it if they could find the workforce to man the machines and the technology that they had. He said Beaufort Promise is an investment in growing our economy, our tax base in Beaufort County. He said it's the ability to put our youth to work doing things other than the four-year degree that Commissioner Richardson refers to. He said it's doing the technical stuff, the skilled trades that are so needed by our industry here. He said we are not attracting people from Pitt County to come do that work. He said if we don't grow our own these businesses are going to find out pretty soon that we don't have the workforce and if they're going to grow what are they going to do, they're going to pick up roots and go somewhere else. He said 50% of them are owned by international companies. He said they're not going to just sit here and wait; they're going to go look for better places with better supply of workforce to grow their businesses. He said this is economic development, Beaufort Promise is, so despite what everyone else wants to say, if we don't do something like this, and by the way, books and tuition, tuition is covered by Beaufort Promise. He said books and everything else that go with it, which actually cost more that tuition, are not covered. He said so they're coming to the party with skin in the game and I think that we need to support it. He said I'm going to support the budget as it stands, and I hope the rest of you all do to.

Commissioner Deatherage said my question still remains unanswered by these Commissioners and the majority that will give you this budget willy-nilly. He said I remind you, Commissioner Richardson and I put forth $2.35 million worth of cuts just in the expansion budget, yeah, we'll go into the fund balance and get you 10% but we did $2.35 million just in the expansion budget. He said there's another $2 million that we could go and get tonight but these guys aren't going to talk about it. He said they're ready to go right now and I'm going to ask you one more time, in regard to the specific question, I would request a specific answer from you Commissioners in the majority that will pass this, will people be using Beaufort Promise that are here in this Country illegally.

Commissioner Rebholz said I think you asked that of the president of the college the other day and his specific response was those rules haven't been written and if that's what we want to do we can do it.

Commissioner Deatherage said the question then is are you going to do it because right now you're giving up the money with no rules written. He said generally when that is done and you want to do it later that's like shutting the door, the barn door after the horse has escaped and already in the pasture.

Commissioner Booth said Commissioner Deatherage I can promise you that if any child wants to better themselves then I'm going to support it and let me tell you this.

Commissioner Deatherage said thank you for your honesty Commissioner Booth.

Commissioner Booth said I'm going to be honest with you and let me tell you something else, you need to get off of that horse about illegals. He said that's what breeds hate in our community. He said that's what bred hate in Texas, that's what breeds hate in other places, and you've been harping on this stuff, the illegals, they're not going anywhere, you better hope they don't go anywhere because folks like you won't work.

Commissioner Richardson said let's go back to this for a minute, this illegal thing and it breeds hate. He said that's not the issue at all, it doesn't have anything to do with racial or personal.

Commissioner Booth said yes it is.

Commissioner Richardson said you can make it a racial thing if you want to but my ancestors fought and bled, and I can prove it, for the revolution of this Country.

Commissioner Deatherage said mine too.

Commissioner Richardson said so I'm not giving up my heritage because someone wants to come from South America to live here.

Commissioner Booth said well move out of the Country.

Commissioner Richardson said no, you move if you don't like it.

Commissioner Booth said I'm staying here and I'm going to support those kids if they want to go to school and I promise you I'm going to support, I'm going to stay here, and I don't care if they come from China. He said if they want to go to college to better themselves that's what America was built on, making things better for everybody. He said now, I was honest with you and I'm not going to change my mind. He said yes, if any child wants to go to school to better themselves, so be it.

Commissioner Deatherage said Commissioner Booth, thank you for your honesty, God Bless you. He said as for the rest of the Commissioners in the majority with you Commissioners Booth, what is your position on this.

Commissioner Booth said they don't have to answer you.

Commissioner Deatherage said no they don't, but they do represent constituents and this constituency is in full view of what we're doing tonight. He said they deserve an answer, give them an answer, a responsible answer, a specific answer. He said don't go meandering about this issue and that issue, hurricanes, talk about this one question and give it a specific answer.

Motion: Vice-Chairman Langley motioned that the Board approve 22-23 budget as presented.

Commissioner Richardson said Mr. Chairman I think you have to have debate finished before you vote on this.

Second: Commissioner Booth seconded the motion.

Chairman Waters said now if you want to say something else go ahead.

Commissioner Richardson said well, Commissioner Deatherage asked a question that no one has been willing to answer except Commissioner Booth.

Commissioner Booth said they don't have to, that's their right.

Commissioner Richardson said they don't have to; they can sit right there, and the public is going to know the answer.

Commissioner Walker said I've got a question. He said I thought we did this thing in a four-year increment so we could monitor this thing. He said it needs to be monitored.

Commissioner Richardson said there's nothing in the motion for monitoring.

Commissioner Walker said I thought we did it in four-year increments so we could.

Chairman Waters said the discussion now, as it relates to the budget, it's not about what the restrictions are going to be. He said the president of the college has said, there is a program in existence called the Beaufort Promise. He said this is on top of what is there.

Commissioner Richardson said this Board of County Commissioners can put conditions on any dollar that we appropriate. He said it's not up to us to wait for the president of the college to decide what he wants to do.

Chairman Waters said we can do that at the next meeting.

Commissioner Richardson said no, not after the budget's passed. He said the Manager is going to be in here saying you can't change it.

Commissioner Rebholz said that's not true.

Commissioner Deatherage said it's a budget ordinance. He said once you pass a budget ordinance it's going to be hard to change anything.

Commissioner Booth said I understand that after we pass the budget it can't be changed, are you going to vote for the budget.

Commissioner Richardson said what does that got to do with the debate.

Commissioner Booth said you're not Commissioner Deatherage.

Commissioner Richardson said that has nothing to do with the debate. He said treachery and trickery.

Commissioner Deatherage said I think you'll find out pretty soon. He said do you want an answer.

Chairman Waters said okay gentlemen.

Commissioner Deatherage said excuse me, don't I have the floor.

Chairman Waters said we've got a motion and a second.

Commissioner Richardson said we're not done with the debate; we still have a Commissioner speaking.

Chairman Waters said if we're in a debate what else do you want to talk about.

Commissioner Deatherage said first of all we, since you're asking me and this is the second one I have, I will answer the first one and then I'll answer yours. He said the first question that I was cut off by you, Chairman, before we even got to the point of discussing the motion, we haven't done that yet.

Chairman Waters said we had discussion; we're doing that right now.

Commissioner Deatherage said you called the question immediately while I was speaking to Commissioner Booth who asked me a specific question, was I going to support the budget. He said I will tell you, after putting forth $2.35 million worth of, worked with Commissioner Richardson, long-time Commissioner, 26 years, worked with him diligently to cut $2.35 million from the expansion budget, that of course did not pass by many of you. He said Chairman Waters I counted you voted against us 14 times, but still we did put that forth and we haven't discussed any cuts now that's part of the budget that's not expansion budget, which we could spend hours on tonight. He said if you remember it was my privilege to ask the Manager to take the budget back and cut 5%. He said Commissioner Walker said that's what we do so then we launched into doing it, two of us took it seriously. He said we got $2.35 million worth of cuts that you guys rejected and then you put in more. He said I think Mr. Dunn said you guys put another $22,000 in at the end, above what we started with.

Commissioner Booth said I withdraw the question.

Commissioner Deatherage said Mr. Chairman, point of order, I have the floor. He said I'm not going to be interrupted this time. He said so we got $2.35 million, I'd like to do some more tonight. He said I'm not going to vote for a budget that you say you want all children to go to school, irrespective of their citizenship. He said at all levels of government, going forward, because it's the right thing to do, America is a big Country, we can take them into our bosom, we can afford it and you taxpayers out there can suck it up. He said I'm not going to vote for that budget. He said I'm going to tell you right now Chairman, I think we need to discuss this budget. He said we haven't even gotten into the meat of it. He said so I'd like to see you Commissioners and the express majority discuss it as well besides saying yes, I'm for progression, I am a progressive, all five of you, all four of you, however it turns out to be. He said you're going to proceed in the area, a very progressive area, a very progressive movement at this time of uncertainty, with a recession looming, I think you're making a huge mistake, but you guys go ahead and take a big bite off of that slimy apple.

Commissioner Richardson said I have an amendment to the motion. He said first of all, my numbers are a bit different than the $4 million. He said I got $5.7 million of increase spending over last year according to the documents in the budget book, is what I used. He said I move that we remove the farm tractor from the budget and that we remove the $500,000 from the public schools, which have a declining population but they're getting more money. He said I move that we remove those two things from this budget.

Chairman Waters said we'll do it in two different motions. He said one of the things I think the public needs to understand is the tractor that's being replaced is 25 years old. He said agriculture is the #1 industry in Beaufort County.

Commissioner Richardson said it's socialism.

Chairman Waters said will you be quiet, show a little respect.

Commissioner Richardson said it's socialism.

Chairman Waters said show a little respect.

Commissioner Richardson said socialism.

Chairman Waters said yeah, you're right, you are a socialist. He said you're an emperor. He said you try to be the Beaufort County emperor. He said the tractors used in seed research is to make sure that the information that our local farmers get is the best because the more, the higher yields that you got the better economic activity they create.

Commissioner Deatherage said I've heard from three or four people, that are already a number of groups already doing this outside of the County. He said now we've seen the County quite often try to figure out a way to get into the private sector, while not doing a very good job in the public sector. He said this is just yet another time we are moving into a sector where folks that are already out there doing it are getting competition from public money and I will add, we are very poor allocators of the publics wealth. He said we're seeing that here tonight, we've seen it all through the budget process so if this tractor, here, is a symbol of that I will stand on that wall and say you need to cut this or you're part of the problem.

Motion: Commissioner Richardson motioned to remove the $60,000 allocation to farm services for a tractor. Commissioner Deatherage seconded.

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

Commissioner Richardson said my second motion is that we level the school budget to the same thing they got last year. He said I think they have a $500,000 increase, we just level it back to the same thing they had last year.

Chairman Waters said Ms. Radcliffe, is the $500,000, is that not capital expenditures. He said I think the operating budget is the same.

Ms. Radcliffe said yes.

Commissioner Richardson said but they can put the money anywhere they want to; however, the school wants to divide the money. He said you've got a $500,000 increase in spending and I don't think it's justified.

Commissioner Rebholz said you can't put it any place. He said if it's designated as capital it's got to stay in capital.

Commissioner Richardson said you're arguing over gnats. He said the school can adjust both of those budgets to fit the $500,000 reduction of increase spending, is what I'm saying.

Commissioner Deatherage said I'll second, with a comment. He said Commissioner Rebholz, over the many decades I've sat up here that money has been passed back and forth many times with a wink and a nod from this Board of Commissioners. He said it's going to be just like that horse running out of that barn with that barn door being closed, just like we're seeing with Beaufort Promise. He said it's a wink and a nod. He said before anyone forgets we're spending more money.

Commissioner Rebholz said you're awful good at making generalities without ever giving us specifics so if you've got a specific time that happened would you please present it.

Commissioner Richardson said it happened in the last five years. He said it happened for about ten years running, every year we went back and forth between those two budgets until, and we moved money back and forth and we moved money throughout the year so if you're saying I'm lying then you need to say that.

Commissioner Rebholz said I didn't say that I just asked you to give us an example.

Chairman Waters said the only comment I'll say on the school budget, I agree on the operating expense that over the last four years the enrollment has dropped 11% in Beaufort County, so this budget does not increase the operating expenses, but it does increase the capital. He said if you go to the 14 campuses that we've got I think you will agree that $500,000 is not a big amount of money to spend on 14 different campuses. He said we know that security is a hot issue and we're not sure but there's going to be an audit, supposedly, of security at each one of these campuses so the request may be to use some of this money for enhancing security at each campus. He said any other questions before we vote.

Commissioner Deatherage said yeah, I'll make a comment. He said you want enhanced security on the campuses, arm the patriot teachers.

Motion: Commissioner Richardson motioned to lower the Beaufort County School budget allocation by $500,000. Commissioner Deatherage seconded.

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

Chairman Waters said make sure you see that, cut the school budget.

Commissioner Deatherage said excuse me, it was just last year you were looking to cut the school budget, what changed.

Motion Restated: Vice-Chairman Langley motioned to approve the budget as presented tonight. Commissioner Booth seconded.

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

See Addendum 2

Public Comments

Mr. Tandy Dunn said he would pass.

Ms. Betsy Hester said thank you for giving me the opportunity to speak to you about the potential Washington-Greenville Greenway. She said my husband was president of the Pamlico-Tar River Foundation in the late 80's and 90's. She said he and I also began coming to Washington many years ago when the first Cycling NC ride came through here. She said we fell in love many times over with this community and the County. She said nearly seven years ago we made the decision to purchase a home on W. Main where we spend the majority of our time. She said Leanne Harsh, at Inner Banks Outfitters was the biggest drawing card for us in the decision to purchase our home. She said we fell in love with her too. She said since we have logged many thousands of miles down here, riding all over Beaufort County, with dozens of other cyclists, some from down here, many transplants like us, building the Washington-Greenville Greenway is a proven economic generator. She said such is the highly successful Swamp-Rabbit trail in Greenville, SC. She said restaurants and shops have popped up all along the trail. She said this is a way for Beaufort County citizens to bike to Greenville without the dangers

of mixing with traffic, families with young children could use the trail without the fear of traffic accidents. She said this trail is Beaufort County's opportunity to see if the trail is feasible and at very little cost to the County. She said we may never have this opportunity again. She said it's included in the adopted bicycle and transportation plans for both Pitt and Beaufort County. She said it's already in the plan, here's the chance to put it into action. She said the trail is identified as part of the east coast greenway. She said people are already riding that greenway, which currently includes the high-speed US 264. She said this is the opportunity to pursue of those plans and to create an amazing cycling trail rivaled by none. She said let's not miss this opportunity to become the destination down east for tourists and businesses alike, showing everyone that not only do we have the best river, we have the best cycling and the safest cycling. She said this can be one very important reason to visit and to stay. She said we should approve this study as it will determine if such a project is feasible and in the words of my friend Ken Tippet, the retired cycling planner and guru for Charlotte, now retired to our wonderful town, it is feasible, it is doable, and yes, you're yes vote shows the rest of North Carolina that your county has vision in our leadership.

Ms. Liane Harsh said I own Inner Banks Outfitters, a biking and kayaking shop here in town. She said I'm involved in a lot of ways in this. She said Ms. Hester gave you a lot of details on it, but I would just like to say I'm a bike shop owner, it would benefit my business but that is not at all how I see this greenway affecting us. She said number one, of course, tourism is going to bring people in. She said not just moving here but coming in for vacations and staying overnight, spending money downtown so more taxes, more money for all these things you guys are talking about, that's just going to bring that up. She said it's also going to help the small businesses downtown, the people that are just trying to make it, just like me. She said but more importantly I also see the cyclist, like the people who live here, the people that buy their bikes from me, the people that buy their bikes from Walmart, the people that just want to ride but they're afraid to. She said we ride out on the country roads, it's absolutely beautiful here, I love Beaufort County for that but there's a lot of people that want to get healthy, that want to do things like that for themselves and for you guys to be a part of something like this shows you believe in, I don't know, the health of our community and that matters, it's got to matter. She said people getting out on bikes and doing it safely. She said I know that you know one of our bicyclists was recently hit by a car, it happens. She said people are less scared if they have a place to go, please support this. She said I think that everybody that wants to do anything positively for their health in this County, and people who aren't yet, will be grateful for it so thank you.

Legislative Updates

No one spoke.

Items for Consent

1. Budget Amendment, Health
2. Tax Assessor and Collector Refunds
3. Surplus, Clerk of Courts Office
4. MOU with DSS/NC DHHS
5. Probation and Parole Lease Agreement
6. ARPA Budget and Project Amendment
7. Year End Budgetary Transfers
8. JCPC Appointments
9. Minutes Approval

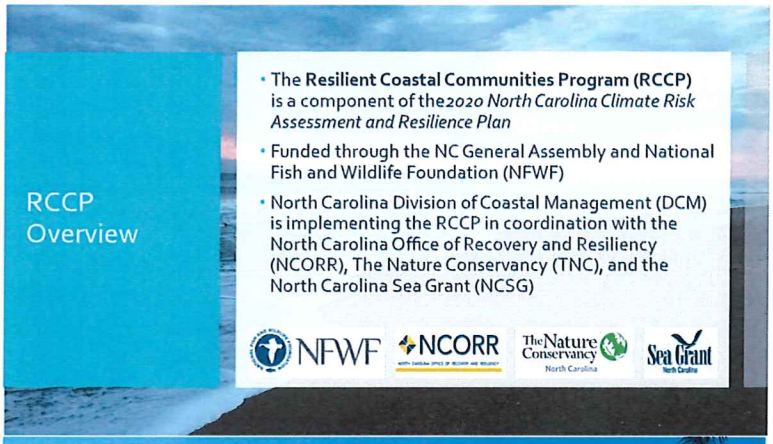
Motion: Vice-Chairman Langley motioned to approve the consent agenda. Commissioner Booth seconded.

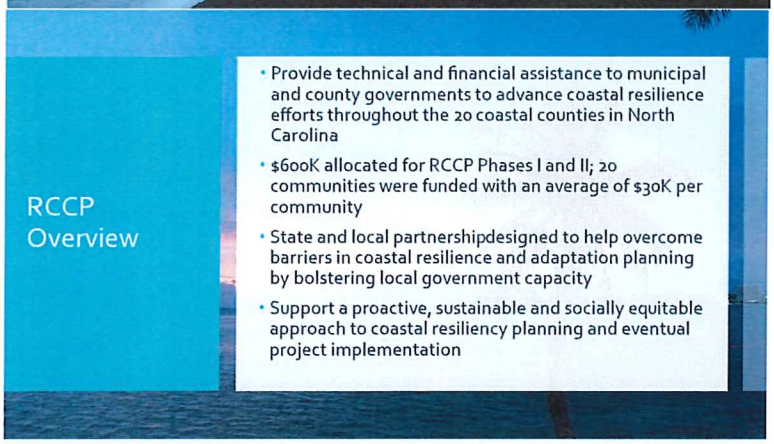
Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

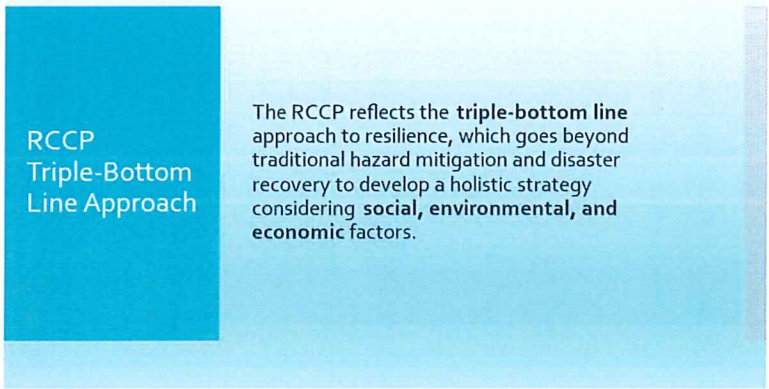
See Addendum 3

Resiliency Coastal Community Program

Ms. Jamie Heath said I'm here to talk about the Resiliency Coastal Community Program. She said thanks for having me. She said the Mid-East Commission and RK&K served the County in phases 1 and 2 of the NC Resilient Coastal Communities Program. She said we worked with the Beaufort County Community Action Team, which was comprised of public, private and non-profit sector members. She said we also held an in person public open house and a virtual public open house in February. She said the draft Beaufort County resilient strategy is available on the website (https://co.beaufort.nc.us/197/Planning) and the Commissioners have also received a copy. She said I do have a brief PowerPoint to go over. She then gave the following presentation.







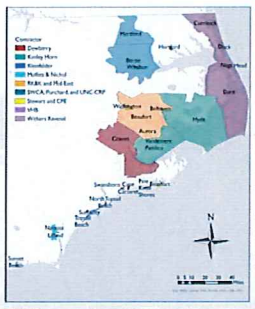
RCCP Objectives

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

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

RCCP Phase I and II Awards

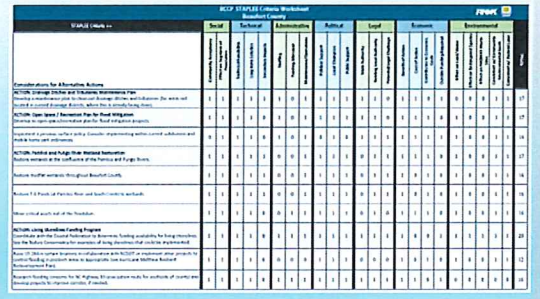


RCCP Phase I and II Objectives

- 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

STAPLEE Analysis

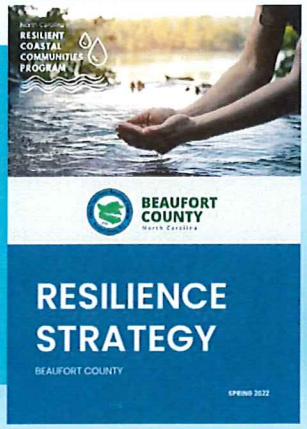


Draft Beaufort County Resilience Strategy – Priority Project Portfolio

- **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.

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 naturebased 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 preapplication 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.



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

Commissioner Walker said does the bike trail have anything or could it have anything to do with what you're doing.

Ms. Heath said with the open space and greenway plan I'm sure that would be something that would be looked at. She said this program looked at resilience to flooding and that was recommended as a project in the sense that the open space, it helps as an area that would retain flood water and just having open space is improving the resilience to flooding.

Chairman Waters said I'm sorry I confused you because I think I was the one that made that comment.

Commissioner Richardson said one piece of discussion, I'm not going to vote for this, mainly because we're already doing these things and I think some of these ideas about flooding in the coastal plain are just backwards to what the reality is.

Motion: Commissioner Booth motioned to approve moving forward with the Resiliency Coastal Community Program. Commissioner Walker seconded.

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

Lease/Rental Subscription for Badge Machine, Printer, Maintenance and Software

Ms. Deloris Creasman said Human Resources currently prepares badges for Beaufort County, including all County employees, regular and proxy badges, courthouse badges, security personnel at the courthouse, judge's chambers and etcetera. She said with the typical lifespan of the equipment being about four years, the equipment we have now was discontinued as of July 2021 and the software is no longer supported. She said the equipment we have not is currently not functioning very well at all. She said after consulting with BadgePass they have provided us with two options available to precure a new badge machine and printer and supportive software and maintenance. She said please see below the two options and their cost. She said you can see in your agenda book that the equipment purchase is $9,042, and all of this is combined for the purchase. She said the software agreement, $570.00 yearly, and this would be a recurring expense. She said the subscription, $215.00 and then the service agreement for the card printer would be $1,250 and that also would be a recurring expense, for a total of $10,862.00. She said if you would look over the lease rental subscription amount, there's a one-time $300.00 setup fee. She said the base monthly subscription would be $40.00 and then to expand on that would be, the Elite monthly subscription would be $175.00 so the monthly total for the subscription would be $215.00 per month and the total for the year would be $2,580. She said for that lease rental subscription, that would be a three-year contract. She said it is much more economical for the County if we chose the lease-rental option. She said BadgePass will provide everything for the three-year period and the County would only need to purchase the badge materials. She said the County manager, Finance Director and Purchasing Officer have all reviewed the quotes and are also in agreement with the lease-rental subscription. She said you have a copy of the contract in your booklet.

Commissioner Rebholz said the Elite subscription includes mobile print and go-print. He said do you foresee you're going to be running around the County printing out badges.

Ms. Creasman said not usually. She said that could happen, but it also includes an extra number of badges, an unlimited number.

Commissioner Rebholz said I was just wondering what that would be if you took that out.

Ms. Creasman said we can check with them and get that information for you.

Commissioner Rebholz said I'm not going to hold it up for that.

Motion: Commissioner Booth motioned to approve entering into a 3-year lease with BadgePass. Commissioner Walker seconded. The vote was unanimous.

Ms. Creasman said we'd also recommend approval to place the old badge equipment into the County surplus.

See Addendum 4

Revaluation Contract

Mr. Lloyd Salter said you've got two things in front of you. He said one's kind of a two-parter I guess. He said the first one that we actually have is the revaluation contract, along with the revaluation contract I believe is the project fund. He said it should be in front of you, the ordinance to establish a project fund for revaluation, to be able to move the money over to be able to pay the contractor, along with the other items. He said this needs to be voted on again, which we've already discussed and already voted on. He said the company worked a deal with me and it's actually a little more affordable than we thought it was going to be, but you had already heard this one time before. He said this is to officially fund the revaluation and to commit to this company to go forward.

Commissioner Rebholz said did we already talk about which company.

Mr. Salter said yes sir, that was already voted on. He said we already reached out and after we did that we actually managed to lower that number a little bit through some changes in the project, but this is the same company that was brought in front of you and voted on, yes sir.

Commissioner Rebholz said did we have the dollar amounts at that time.

Mr. Salter said yes, it was more than it actually is now. He said I know it per parcel but I'd have to look at the amount. He said it was whatever the number of parcels times $1.00 so it's 40,000 something more than what it is now.

Commissioner Richardson said so roughly $47,000.

Mr. Salter said yes sir. He said you know how it is, it actually changes as we add or subtract.

Chairman Waters said do we need two motions, one on the contract and one on the ordinance or can we do both.

Mr. Alligood said you only need one.

Motion: Vice-Chairman Langley motioned to approve the contract and project fund. Commissioner Booth seconded. The vote was unanimous.

See Addendum 5

Lease Agreement for Revaluation

Mr. Salter said with the lease agreement, as is per usual, in the County when we provide office space, unfortunately we do not, or I do not have office space for a full team revaluation. He said in the past we've rented different spaces in the County. He said this is nothing different from that. He said this is a lease agreement with Pamlico Properties to do, in my opinion, a pretty good deal for some office space because contrary to some belief, reval's are not instantaneous. He said they take a couple of years, you have to visit all of the properties, should visit all the properties, so this is going to be for their office space, for the use of office space and probably for some other reval related stuff. He said again, this has probably come before you in past years, this is the normal thing, I would think. He said this is a pretty good deal in my opinion.

Chairman Waters said this is the contract to lease the property at 220 Stewart Parkway, suite 202 and this is for a 3-year period.

Mr. Salter said this is a rocks throw from my office. He said it's that area across the road, right across from where the Family Dollar was so it's right in there. He said it's for a three-year period right around the time the appeals end for the revaluation.

Mr. Alligood said Mr. Chairman, I think you were reading the address for the business. He said the actual property is 105 E. 3rd Street in Washington.

Commissioner Richardson said is parking available, is there enough parking available.

Mr. Salter said the parking is in the lot, with some of it out there in the lot of the Family Dollar. He said it's partitioned off, you can kind of see it. He said plus we have some parking across the road in the County lot.

Commissioner Rebholz said it appears we're going to have to re-look at what we've reserved for this because it looks like it's going to be $250,000 over what we reserved.

Mr. Salter said I did not understand that to be so, but I am looking to Ms. Radcliffe. He said I thought it was only, in the tens but I didn't think it was nearly that much.

Commissioner Rebholz said I'm talking about the adjustment, $218,000 for the contract and then you've got on the lease agreement another $30,000.

Ms. Radcliffe said I was looking ahead at my agenda items, I'm sorry, what was your question Commissioner.

Commissioner Rebholz said the question is do we have to recalculate what we reserve for this in the future because it looks to me that we're $250,000 short.

Ms. Radcliffe said yes, since we already have the 22/23 budget done, with the $162,050 contribution we'll have to come back and amend that next year some time to increase that by a little bit.

Mr. Salter to that point, and I've got to say this, I believe the budget was roughly to the tune of $1.3 million and this number ends up slightly over that.

Ms. Radcliffe said I'm referring to the 1/8th contribution that's required for the one after we do the 2025 so whatever that takes us to, 2033, is that what you're referring to.

Commissioner Rebholz said I'm sorry, right.

Ms. Radcliffe said so the current contribution of $162,050 annually is not sufficient, that does not get us $1.3 million over eight years so you're right, we'll have to increase that by a small amount but the amount we have on hand currently will be enough to do the 2025 revaluation.

Motion: Vice-Chairman Langley motioned to approve the lease. Chairman Waters seconded. The vote was unanimous.

See Addendum 6

Mega-Site Update

Mr. West Overman said as requested during the expansion meeting the other night, I've come back with just a short update on the mega-site planning that is in process. He said Ms. Smith and I have met with Garret and Moore, you met Vance Moore, roughly every other week since we began phase I of the mega-site planning began in early April. He said we have presented them data since we first met with them maybe a year ago, not sure of the timeline, for them to do their planning process. He said they do use that data to determine the preliminary capacities for materials at the new sites. He said again, one on the northside, one on the southside. He said they have, Mr. Moore and his team came and met with Ms. Smith and myself, they've presented several design concepts that they had worked up before for us. He said pretty extensive designs, probably larger than what we need here in Beaufort County but definitely good ideas that could translate to something in a smaller setting. He said we reviewed those with them that day, shared pros and cons, likes and dislikes of the different designs and sent them back with those comments. He said they have since developed additional conceptual site designs and at recent meetings in the past two to three weeks we have focused in on one or two that we really think will work well and they have continued to tweak those designs. He said some of the considerations we've taken into account working through these is, first and foremost, safety of citizens, of site attendants, truck drivers, anybody who would possibly be on that site, safety is our top priority. He said traffic flow, we're working to meet the needs of our current program while also having thoughts of future growth and how can these sites improve what we're currently doing. He said we're trying to make sure we take all of that into account as we move forward with this process. He said outside of our work with Garret and Moore, Ms. Smith and I have visited three sites in Wake County to see some of the elements actually in operation of the designs that Garret and Moore have presented. He said we've viewed some of the safety items, we've looked at the traffic flow, Mr. Moore has talked a lot about pre-crushers. He said we've gotten to see some of the pre-crushers in action

and were very impressed by those. He said we weren't too sure about those at first but now I'm kind of leaning that way. He said we looked to see how they do their tire recycling process, how they handle their special waste such as TV's, computers, tires also fit into that category, as well as household hazard waste. He said your gasoline left over your pesticides and other chemicals like that, how they handle that. He said we also saw two sites in Wilson County, one very similar to what we have at many of our sites as well as one that's updated but not really today's designs like you're seeing in a lot of places, I guess is how you would put it. He said after that we shared some of our findings at those sites and talked about them in terms of what was presented to us and when we left them at the last meeting they were finalizing a concept or two for us, but they are also beginning the process of searching for property for the sites. He said based on these conceptual designs they have come up with an estimate of what we would need for the two sites. He said we've given them some general suggestions on where we think location would need to be a good fit. He said we've talked about access requirements; we really don't want people turning on and off of the major highway to get these sites. He said so we're thinking somewhere close to a major highway but on a side road. He said we don't want to have those traffic concerns there.

Commissioner Deatherage said excuse me, when you're talking about a major highway are you talking about something like a 33 or, is that major.

Mr. Overman said we're thinking about 33 or 264, something like that.

Commissioner Deatherage said 33 would be major too so you're thinking more of a County road, if at all possible.

Mr. Overman said secondary road, state maintained, close to the major thoroughfares but we don't', our desire is not to have people turning on and off of a major US or major NC highway. He said there's just too much traffic, people with trailers and trash and everything else. He said that's not to say that if push comes to shove that may be our only option but we're trying to stay away from that. He said we just have that concern that people pulling out of these sites specifically. He said also, widening would occur, turn lanes, would help with that aspect but still wouldn't eliminate it. He said back to what I was talking about. He said also in their search for these sites they're taking into consideration the standard things you would look for in a solid waste site. He said you're avoiding wetlands, avoiding streams, you don't want to be to close to our water sources, things like that, so they're taking all that information and proceeding with their task 2 of Phase I, property acquisition or property search, I can't remember the exact term but proceeding with that. He said our plan is to have Garret and Moore be here in July and provide a more comprehensive update with the planning process. He said hopefully they'll be able to present what we're looking at with some site plan designs. He said we'll just have to see where things are in the process there.

Commissioner Walker said in my world the calls that I've had about trash involve construction debris. He said the places that you visited were they handling construction debris at any of them.

Mr. Overman said yes, all of the Wake County sites had construction debris at each of the locations. He said I do not know their restrictions on the quantities that you could bring in. He said I do know they did have restrictions on your vehicle. He said you couldn't bring, don't quote me here but I don't think you could bring a trailer, I don't think you could bring a box truck or anything like that without making a pre-reservation through an on-line site. He said you're welcome to bring that, but you have to make a reservation to come and bring that type of vehicle. He said but as far as C&D I don't recall any, you can only have one truck load, things like that, I don't recall what they were but at each site they had the open top containers, they were up against a retaining wall. He said you go and dump your waste in the top and one thing just to note, all of these sites had walls that were here. He said it's a safety thing to keep people out of the bins. He said you have to take the waste and dump it in the top of them. He said that's what we're looking at when I said safety is out utmost priority.

Commissioner Walker said I have a concern that we're going to spend all this money and the people that I'm aware of and will have construction debris and they'll say all this money spent and we still can't unload a 2X4 out there so I would like to see just a small component, even if it's just room for expansion some day like this will be the site so we can at least say that because I'm understanding that's a very expensive endeavor, the construction part of it. He said I think Mr. Moore has some ideas on that and I've quizzed him about it but in talking, if you could just set aside a little area for that and one day maybe expand that so maybe someday we are dealing with 2X4's.

Mr. Overman said that's certainly a thought that we've had. He said either making sure that we do have a spot for it already, like Wake County has, or, and this was one thing I pointed out at our last design meeting, we have, the way it's set up you have room to expand a year or two down the road or however long down the road. He said you can add to it, you're not

hemmed in by this roadway got put in here so we can't expand. He said you can change that but it's expensive to change it down the road versus leaving some room and you can make it in the future. He said we talked some about C & D, Mr. Moore has shared some of his ideas with us, we're continuing to see what's out there, what other people are doing and how we can best offer that service. He said we have the problem of making sure that we manage the quantities that are coming in, that we aren't taking contractor materials. He said if John Doe does want to get rid of two 2X4's let's come up with a way to make that work but the people that don't need to be using that service, out.

Commissioner Walker said prepare an answer because I'll be asking.

Mr. Overman said okay.

Commissioner Richardson said along that line I would like for you to, and I think the best way to do this is in a work session, to bring these preliminary plans and let's look at them. He said I don't want to be presented with a final plan and be told this is it, this is what we've decided. He said I want to be involved in the process so I would like to set up, if the rest of the Board would be willing and if they won't I'll meet with you by myself and look at your preliminary plans and have some discussions about the particulars of this stuff. He said so I don't know how the rest of the Board feels about that.

Chairman Waters said it sounds like a good idea and it sounds like you're getting close.

Mr. Overman said yes, we feel like we're close to having what we feel is a good idea or two. He said a lot of it has to do with traffic flow. He said the options we've looked at have kind of the same setup as to how are the bins placed and things like that but a lot of it has to do with how do you route the traffic, where do you put the yard waste area so it's safe for individuals to be in and out of there without being too intertwined with big trucks and traffic and things like that.

Commissioner Richardson said I'm also concerned with the things you're concerned about, which are the macro things. He said I'm concerned with some of the micro-things, for instance we have people that may want to be true environmentalists and go the full route and I don't think it would be too expensive to start off with a place, just thinking out loud, this is why we need a work session, where you could put your plastics. He said if you want to separate your plastics we're going to accommodate you because we have a big enough site. He said you can put your glass over here, you can do this, you can do that, you've already gotten into some of that, but I want us to be able to talk about it from a practical standpoint and have some meaningful discussions.

Commissioners Walker said Mr. Chairman are you thinking about creating a committee.

Chairman Waters said no, we've tried that, and we failed so can we pick a night in July where we can do that.

Commissioner Booth said is he close enough to the final product.

Mr. Overman said like I said, our initial plan would be for their team to be here for the July Board meeting, but we can certainly set up a certain date. He said I don't know, timewise, what we can arrange in June. He said we can certainly ask Mr. Moore about that.

Commissioner Rebholz said why don't you ask him when he may be available towards the end of June to meet with us.

Chairman Waters said why don't we pick a couple of options. He said the week of the 27th, that's the last week. He said Monday, Tuesday, Thursday. He said does anyone have a problem with the 27th or the 28th.

No one spoke.

Ms. Mosher said just as a reminder you have the Finance meeting on the 28th.

Chairman Waters said this would be at night. He said I think it would be better at night. He said why don't you try those two dates and then Ms. Mosher can get it out there and put it on the calendar.

Approval of Sheriff's Office NCDPS Grant Purchases

Chief Deputy Rose said I believe it's 260 through 276 in your books. He said there was a, through the state budget there was a pass-through grant of funds to the County that, I can't remember the number but pretty much hit the smaller 50 counties in the state. He said then they split up that pot of money amongst those counties to get it to the point where right at $85,000 was granted through the state with the limitations that the funds needed to be used for law enforcement purposes by the Sheriff's Office and that the funds needed to supplement the budget, not to replace already appropriated funds. He said so there were a couple of meetings where we talked about a couple of the options we were looking at. He said before you, you have purchase orders and the requisition request for the drone that we spoke of, a UTV or side-by-side that would give us the ability to go into the dismal or some of the other unincorporated, undeveloped areas if we needed to do a search and rescue, if we needed to do any interdiction work or any other purposes where we couldn't get our vehicles in, which happens a good number of times during the year. He said right now, if we needed equipment like that it's usually guys that we have working go home and get theirs for us to do that, so that would be something that we would be better equipped to handle some of those operations. He said then the trailer for that equipment to go into so we can be pretty much plug and play and be ready to go at a moments notice to get where we need to. He said just to get rid of a question, we do have trucks available to pull the trailer, the trailer that we need to for any of those things. He said you've got the information in front of you, we've gone through the process of the bid and proposals with the purchasing agent that we've got and upon approval we should be good to go to make these purchases.

Commissioner Booth said you got the grant; you tell us what you want to do with it but the question I have is have any of your people had training for the use of the drones.

Chief Deputy Rose we have, and I guess as part of the thing where I actually got surprised, and I don't get surprised a lot, but as we were working through the process of looking for the drone that we wanted, we did some training with Nutrien and some of the fire departments and the drone that we're looking for is actually pretty much an identical unit that Pinetown Fire Department, Aurora Fire Department and Nutrien has several of those so we can actually cross train with those agencies and if we have a large operation then we're all actually using the same equipment. He said we'll just have some more, or some different components that go along with the drone that if we're looking for a specific person we can do that, where they probably can't. He said a spotlight would be on it that maybe the others can't, infrared that we can use in search and rescue and other parts to that.

Commissioner Booth said my last part to that is you said that some of your men, when you have an incident some of your men have to go home and get their off-road vehicles. He said how often does that happen.

Chief Deputy Rose said I wouldn't say it's often but there may be three or four to a half dozen on a hot year and one or two on a slow year.

Commissioner Walker said what's the range of this drone.

Chief Deputy Rose said now that I don't know. He said but that was probably one of the biggest thing that investigator Fowler hit me with was we needed a lot of batterie and batteries are pretty expensive so within the unit itself, it comes with two and that proposal there's an additional six and my question to him was with the other agencies that have them, are they the same batteries and he said yes so as long as we have batteries you bring it down, put a new battery in and you send it back up.

Commissioner Deatherage said you can recharge that battery while, if you've got enough batteries you can keep recycling the recharge.

Chief Deputy Rose that is my understanding, yes sir.

Commissioner Deatherage said you are getting rechargeables.

Chief Deputy Rose said yes, in my talking with the investigators that were looking up the specs I told them, without a doubt, because I know the least about the equipment than anyone involved in our conversations, I told them this needs to be a one-swing. He said I told them if you need it, put it down, talk to the vendor, let's ask for it, let's make this as turnkey as possible because I don't want to get it and then three months later I have to come back before his Board and tell you I didn't do it right or we need more. He said if that's the case I'll probably send them, and I won't come.

Commissioner Walker said wouldn't it be nice to get the drone with the reval people, then we could save some money on the eagle.

Motion: Commissioner Booth motioned to approve the purchase orders. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 7

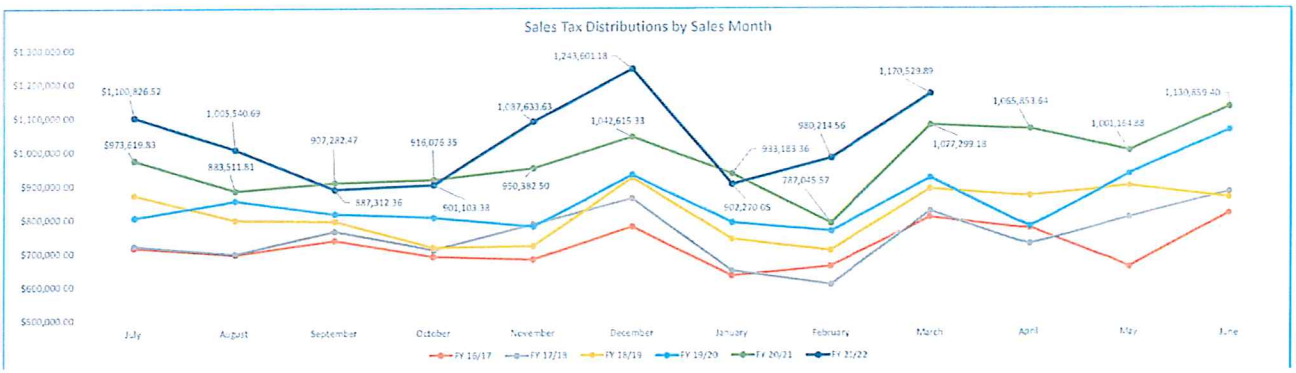
Finance Report

Ms. Anita Radcliffe said just want to give you a really quick update on our sales tax collection numbers. She said our March numbers just came out last week and you've got a handout, the legal sheet of paper with the line bar graph.

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	13.1%
August	694,327.92	697,155.16	796,311.30	854,426.57	883,511.81	1,005,540.69	13.8%
September	735,415.92	763,868.26	792,899.77	814,733.86	907,282.47	887,312.36	-2.2%
October	687,368.97	709,056.75	715,000.12	804,683.75	916,076.35	901,103.38	-1.6%
November	678,662.71	784,994.00	719,319.88	777,598.60	950,382.50	1,087,633.63	14.4%
December	776,283.51	861,236.00	921,986.60	930,297.04	1,042,615.33	1,243,601.18	19.3%
January	630,087.18	646,138.74	740,157.36	788,529.34	933,183.36	902,270.05	-3.3%
February	658,948.75	606,233.88	705,795.83	764,137.44	787,045.57	980,214.56	24.5%
March	803,631.79	824,136.16	889,127.85	921,933.13	1,077,299.18	1,170,529.89	8.7%
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	$ 9,279,032.26	
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%		

Budgeted Sales Tax Revenue	
$ 10,725,500.00	FY 21/22 Budgeted
$ 12,372,043.01	9 month's Annualized
$ 1,646,543.01	Current Surplus



She said our March collection still continue to be really high, $1,170,529. She said that's up 8.7% from the same month last year and up almost $200,000 from the previous month last month so from a budgetary standpoint, that little box to the far right-hand top there, we are currently budgeted in fiscal year 21/22 $10,725 million for sales tax. She said we're trending at a collection of $12.372 million so we're looking at a $1.6 million surplus in sales tax.

Request from Town of Belhaven for Inspection Services

Mr. Brian Alligood said I turn your attention to page 278. He said this is a request from the Town of Belhaven to assume inspection services for them again. He said as you will recall we did that for them in the past. He said they currently have a part-time inspector who's planning to step down due to some prior commitments. He said you have a letter from the town manager, Lynn Davis, asking us to assume those responsibilities. He said we would do it as we did before, where we would charge our fee manuals to cover those services so we could recover those costs. He said I've had a conversation with the Chief Building Inspector, and he sees no issues with that due to the workload. He said staff recommends your approval.

Commissioner Booth said is this a permanent thing or temporary like we did before.

Mr. Alligood said my assumption is it will be temporary. He said I think they're going to go back and start looking again. He said they have a part-time person in place.

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

See Addendum 8

BHM Regional Library Agreement

Mr. Alligood said page 280 you'll see that the BHM library has requested that the Board commit to an agreement with them for ten years. He said that is a request that the say is required by the state library system. He said you have in front of you the proposed new agreement. He said the current agreement that you have in place is very similar to this one. He said I'm not sure there are many changes, or any at all but the current agreement goes through June of 2023. He said this agreement would begin July 1, 2023, and runs through June 30, 2033. He said I know that there's been some comments or discussion by the Board about library services. He said I'll also turn your attention to page 285, section 7, provisions for withdrawal and this is the same as the prior agreement. He said it reads under item A, A member proposing to withdraw from the BHM Regional Library System shall give notice on or before July 1 to the Regional Library Board and other units of government, the State Library System and the withdrawal would be effective June 30th. He said B reads that if within that time you decide you want to rescind that proposal then you remain a part of it under the same conditions, so I wanted to give you that information and take the Boards direction on this. He said again, I know there's been some comments by Board members about looking at the agreement, looking at the system so I will answer any questions you may have. He said I think you have some time in looking at this but if you want to make a move regarding participation you need to state that. He said you can do it any time within the ten years but again, you'd have to give a year's notice.

Commissioner Richardson said I think I think I made some comments about that, and I read this contract, this agreement pretty closely. He said I think we're protected and have a lot of flexibility to do whatever we want to. He said even if we do something it would take us at least a year to do it so I don't have a problem with the contract.

Commissioner Rebholz said do we have any idea what their long-term vision is and where they want to go.

Mr. Alligood said a few years ago I think they did a strategic planning session, and they have a strategic plan, and we can provide that to you. He said we can certainly have them come in and make a presentation to you. He said I think generally their goal is to survive. He said it's difficult for the agency, the government entities that are involved in this. He said it's expensive and I think they're trying to make sure they survive, and their service is provided to rural areas that may not have the ability to do it without partnering with other entities. He said in Hyde County they probably just couldn't do it if they had to do it on their own.

Commissioner Richardson said I think there may have been special legislation on this. He said it's been ten years or so since I was involved in it. He said there's some kind of a deal that the state funds this based upon the counties and various entities fund it a certain way. He said it's sort of a unique thing, it's not, if you will, a straight common sense type thing but the contract covers all he provisions and protections that we need. He said the problem is if we pulled out of it these people would have to decide what they wanted to do because we're sort of the biggest nut on that wheel but at any rate I'm satisfied.

Vice-Chairman Langley said I'll just say this, for those who do not know, you have branches in Bath, Belhaven, Washington and Aurora and those branches are popular with a lot of folks and I'm your representative on that Board.

Commissioner Rebholz said so what is their long-term plan representative.

Vice-Chairman Langley said I think it's to survive.

Chairman Waters said my experience, if I go in one, at any time all the computers are busy, there's someone there. He said so I would say that's probably, I don't know if that's their number one goal or not but it provides a service to some people that maybe don't have the internet connection or even have a computer.

Vice-Chairman Langley said I'll tell you what I will do, I'll make sure the director and the president of the Board come and answer any questions you may have.

Motion: Commissioner Richardson motioned to approve the contract as presented. Vice-Chairman Langley seconded. The vote was unanimous.

Mid-East FY 2023 SPR Funding Request for Greenway Feasibility Study

Mr. Alligood said let me draw your attention to page 289. He said as you're aware, we are the County, along with several other counties are members of the Mid-East RPO, the Regional Planning Organization, and the RPO is submitting a 2023 SPR funding request for the Washington-Greenville Greenway feasibility study. He said this is through the RPO, they're the ones who would receive that. He said it's $140,000 project. He said it's funded by NCDOT at 95%. He said the reason it's funded at 95% is because in the Mid-East Commission area there is at least one county that is a tier I county so because of that it allows us a 95% match from DOT and only a 5% local match. He said so if awarded, and again that's if this awarded, they're applying for this, we've sent them letters of support saying we would support this, $7,000 is the 5% local match and that would be split between Beaufort County, the City of Washington, Pitt County, and the City of Greenville so it would be $1,750 each. He said I don't need money for it, there's money in the budget to do it so what I'm asking you to do is allow Beaufort County to serve as the lead agency under this grant if it is awarded because it is a reimbursable grant. He said so if it is awarded and you approve us moving forward then we would act as the lead agency. He said we would manage the grant, we would have a project budget ordinance that would show the $140,000, we would expend those funds, and we would then seek reimbursement from the State DOT and you see the application put together. He said it's a really great concept to move from Greenville back to here in a greenway situation and this would be the plan that would tell us if it was feasible, what the costs would be associated with it and how you could get it done. He said always, with DOT, you've got to have a plan in place before they start looking at any kind of additional funding to go with this so we make the recommendation that you approve this.

Motion: Vice-Chairman Langley motioned to approve moving forward with the greenway study and acting as lead on the project. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 9

Wilkinson Community Event Center Grant Match

Mr. Alligood said draw your attention to page 304 and as you may recall, at a regular meeting on December 7, 2020, the Board approved providing a $10,000 match for a USDA Rural Development grant for the Wilkinson Community Center. He said the USDA Rural grant did not progress, but we've gotten information from the group that the Cannon Foundation has expressed some interest in assisting with a grant to replace the roof for the facility. He said there's still a local match that's needed and is requested that the previously approved $10,000 match be applied to the Cannon Foundation grant instead of the original one. He said wanted to bring this back to you because although you allocated those funds they were for a different purpose, so we wanted to bring this back to you for approval. He said it's essentially the same thing but it's a different entity that would be funding this.

Motion: Vice-Chairman Langley motioned to approve the $10,000 matching grant. Commissioner Booth seconded. The vote was unanimous.

See Addendum 10

BCCC Board of Trustees Appointment

Ms. Mosher said with Reverend Cayton's passing there is a position open on the Beaufort County Community College Board of Trustees. She said we've had one person apply for that, which you should have that application in your books and we're looking for recommendations from the Board or an appointment.

Motion: Commissioner Booth motioned to approve appointing Dr. Laura Staton. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 11

Request Enforcement of Noise Ordinance

Commissioner Richardson said well I've had several complaints over the last months and actually I'm a complainant myself about the enforcement of the noise ordinance. He said it seems to me, for one thing, there are an awful lot of vehicles

that are very noisy, and I don't understand why I need to be disturbed because some 18-year-old wants to hear his muffler. He said I think we need to be asking the Sheriff and we need to contact the Highway Patrol and ask them for more enforcement on this thing, particularly on traffic. He said as far as other complaints on noise ordinance, I really haven't had them. He said the complaints that I have involve vehicles.

Commissioner Rebholz said are they running through your subdivision.

Commissioner Richardson said no, they're running past my office downtown.

Chairman Waters said I've had two calls in the last week as it related to potential problems with noise, with some plans.

Commissioner Booth said if it's really by your office that's the City.

Commissioner Richardson said yes it's in the City, but we need Highway Patrol and the Sheriff, we need all of the agencies to take a look at this and I'll ask the Manager to be a part of this and ask that he contact Highway Patrol and tell them the Commissioners are having complaints about noisy vehicles. He said I've talked to the Sheriff, and he said he hasn't had a lot of complaints, but you know, one of the complaints I've had is they complained to the Sheriff and the Sheriff wouldn't do anything, so I don't know but there are a lot of noisy vehicles out there. He said they're disturbing the peace and they're just too noisy and I don't think there's anything being done about it and it will only get worse unless we do something because every person that's out there that's immature enough to do this, there's another person that is more immature and he's going to try to best that one so the thing is only going to keep going unless someone puts the hammer on it and gets it stopped.

Chairman Waters said do you want to move into your illegal drugs.

Commissioner Richardson said well can we, by consensus, contact Highway Patrol and the various agencies that we've had a complaint.

Chairman Waters said you've contacted the Sheriff.

Commissioner Richardson said I'm asking the Manager to contact the agencies on behalf of the Commissioners, which has a lot more clout than me calling.

Mr. Alligood said I'll be happy to reach out and see what can or can't be done as related to, in particular, vehicles.

Combating Illegal Drug Use in Beaufort County

Commissioner Richardson said I put this out as a discussion item and I really would like for this Board to have a committee, if at all possible, to start lobbying people in Raleigh about tougher laws on drugs because I'm encountering drugs and people who have been abused by drugs more and more and I think we're just eat up with this stuff and nobody is really doing anything about it. He said of course you can say old buddy is out there, he's just trying to be tough but what I would like to eventually do is toughen the laws so there's no getting out early for good behavior if you're convicted. He said I would like to target the selling of drugs. He said the person who is accepting money or benefit for exchange of drugs. He said I know everybody has a soft spot for the poor people who have been dumb enough to take the drugs. He said I know everybody has a soft spot for the person who's been dumb enough to use drugs and get addicted to them and you can slip into that pretty easy, I do understand that having been a smoker myself, that's a drug, nicotine is a drug and it's a habit-forming drug, but we need to do more to put a stop to what is going on in society. He said to many people's lives are ruined, to many people can't get a job, there are to many children out there. He said one-third of law enforcement, one-third of the jail, one-third of social services is there because of illegal drugs and yet we sit around and say isn't that awful and nobody does anything. He said going back to what I was talking about, I would like to see the law toughened, I would like to get off of this business about one drug is worse than another drug. He said we'll have one sentence, if it's on the list and you get convicted for marijuana up. He said I want to say this as a part of this, there's been a tremendous effort put forth to say marijuana doesn't harm you. He said that is not what the literature says about the use of marijuana. He said there's no such thing as medical marijuana. He said that is a big farce that is put on the public. He said there is a substitute drug for everything that medical marijuana will do for you and if nothing else you can get the oils and the extracts from the marijuana, by prescription, in order to accomplish what you need accomplished so for those of you that believe in it, that's fine but I don't. He said I think it will be a big mistake for the legislature to pass any law legalizing the use of

marijuana in North Carolina. He said to that end, and as a part of this discussion before we finish here I would like for us to do a resolution to the legislature asking that they not legalize marijuana in any form in the State of North Carolina.

Commissioner Deatherage said is that separate from your other directive.

Commissioner Richardson said that would be a separate resolution. He said I just put my stuff on the table, and I want to hear from you guys.

Commissioner Deatherage said I agree about legalizing marijuana under any circumstances however marijuana does give some people relief but the problem with a lot of it is that medical marijuana sometimes is a transition into recreational marijuana for a lot of folks. He said marijuana now is about three to four times more powerful than back in the day when I was coming up through high school and college, so it is a drug. He said I recognized it as a narcotic then. He said it really is one now. He said in reference to your other directive, speaking of drugs, I do think fentanyl is something we need to be very cognitive about, there's a lot of deaths involved, there's a great propensity of it coming across the border and we need to worry about maybe killing two birds with one stone. He said I think there are people in other countries that know this is a great way to destroy America piece by piece and that is through fentanyl being utilized by so many people who normally would not use it. He said we heard the district attorney, just two meetings ago, discuss fentanyl being the new heroin. He said in fact he said there are few heroin busts, most of them are fentanyl posing as heroin, so we need to be very cognitive of fentanyl in your first directive.

Commissioner Booth said I don't have a problem with what you're talking about here but are you including the illegal use of pills too.

Commissioner Richardson said yeah, I think so, yes.

Chairman Waters said you made a motion; do you want to do it.

Commissioner Booth said let me ask another question. He said you hit the nail on the head, they're pushing hard in the legislature right now about medical marijuana. He said some of the biggest supporters of that are those guys who have been hurt in the war and stuff like that, it eases their pain so I'm going to be very skeptical. He said those guys, I would be very skeptical about putting a resolution out that's against something they have fought for for so long.

Commissioner Richardson said I understand but here's what's going on with this, there are some psychiatrists, I heard two of them on a program just this week and they say this, it is known that people who use marijuana have a higher propensity for violence than people who don't. He said a lot of shootings in the school are related to drug use or drug abuse. He said that's why we need to clamp down hard on this. He said I'm sympathetic to those people who think this is doing some good, it's all psychosomatic benefits that some people think they get from the use of that particular drug, and I don't have a problem that they think they get that, but I want, I don't want the legislature to open the door. I heard a senator, this week, one senator who voted against expanding Medicaid, or the two senators that voted against expanding Medicaid this last week, but he said this, yes it's coming at us, it's coming out of Raleigh, we're going to have to be voting on this and he said I would imagine this is going to work in North Carolina like it does in most other states, first we make it medical marijuana and within a few years we've got recreational marijuana. He said folks here's the problem, your kids can't get a job and they're smoking this stuff and they're tested. He said there are a lot of laws that say you can't get a job with this. He said if you want to protect children then we need to do away with this stuff and we need to start now so I will make my motion, Mr. Chairman, I move that we send a resolution to our legislature, to the legislature of the whole, the speaker of the house and the speaker pro tem of the senate opposing the legalization of marijuana. He said you can put it that way, you don't have to hammer medical marijuana if that offends some of you, but I say we send a resolution opposing the legalization in North Carolina.

Chairman Waters said do we have a second.

Commissioner Deatherage said I'll second it with the understanding that we don't talk about medical because if you keep it general and just hammer the part where marijuana tends to become more recreational I agree, that will be the downfall.

Commissioner Rebholz said the problem is that the bill that is standing is for medical marijuana so if you're not going to be specific about that then you're just wasting your time.

Commissioner Deatherage said I don't think we're wasting our time.

Commissioner Rebholz said I know you don't.

Commissioner Deatherage said you're setting a precedent that we are against recreational marijuana here in Beaufort County and I think it's, the whole idea of marijuana is to remove you from reality, and it will destroy braincells and we don't need American's any more stupid than they already are.

Commissioner Richardson said I don't have a problem with targeting medical marijuana, but I think if you just say we oppose the legalization of marijuana most people are going to get the message that we're opposing this and if you're going to make it legal you need to clamp down on this really hard and make it difficult to get instead of everyone swaggering into their doctors office and saying give me a prescription.

Vice-Chairman Langley said I don't have but one thing to say, Commissioner Richardson you said that people who smoke weed are more violent. He said no, I think a guy drinking vodka is meaner than someone.

Commissioner Richardson said I understand but these guys, vodka is a little more immediate, but they were talking about the long term, prolonged use.

Commissioner Booth said I don't have a problem with what you're trying to do and what you're saying but this is something that hasn't just come up this year. He said those veterans have been fighting for this for years and you know that because you and I sat in on one of their meetings in Raleigh at one of our, I think it was Raleigh, that they were talking about medical marijuana and had some soldier there saying how it had helped them. He said some even said how it helped their eyesight, hell, maybe I need some, I don't know but the thing about it is, it's something that they've fought for, for so long, I would hate for Beaufort County to stand up and be in our position for something that they believe in.

Vice-Chairman said something they need.

Commissioner Booth said that's right, or something they think they need.

Commissioner Richardson said I think you hit the nail on the head, some think they need it and I'm sympathetic to people in that kind of pain. He said we just had a guy here in North Carolina, about three years ago, that was on the shooting range and a fellow was trying to mentor him. He said they were both veterans, they'd both had tough times, and the guy killed him right there on the shooting range, his mentor that was trying to help him.

Commissioner Rebholz said that was in Texas.

Commissioner Richardson said no, that was in North Carolina, drug related. He said we don't, everybody wants to be kind with this, and I'll just tell you, to be perfectly honest, my opinion is that medical marijuana is a great excuse for legalizing marijuana, and I don't like that because I don't think there's a medical benefit. He said I've never heard a doctor say there was a medical benefit. He said they talk about the psychological, psychosomatic benefits, what they think it's doing for them. He said you hit the nail on the head, so I propose the resolution just saying we're opposed to the legalization of marijuana and let the legislature worry about the details, they're going to do that anyway.

Commissioner Walker said years ago we had liquor by the drink, and it was all around us, so we passed it and it's probably bad, but it passed. He said years ago we had the lottery, and it was all around us and we passed that, and everybody is playing, it's bringing in money.

Commissioner Deatherage said I'm not playing.

Commissioner Walker said well not everybody, but a lot of people do it. He said so now medical marijuana is all around us and it's going to be another, I mean, what if we reactivate the farming community with this stuff. He said it's got to be made somewhere, grown somewhere and we have good soils for it. He said there are more benefits that I think we need to look at for medical marijuana and if you want to clump it all into one thing, I'm not going to vote for that because I think an 85-year-old person, if they have joint pain, if they can get any relief whatsoever by eating a gummy or whatever I'm all for it. He said it keeps them from taking any kind of hard pain pills, which cause a lot of troubles, and we've seen how much trouble. He said it's leading to fentanyl abuse and that's your problem and that's what we've got to target. He said I think your other stuff, I mean think of all the jail space you could free up by getting these people, keeping folks out of jail that just have a marijuana charge. He said so saying like that, I'm not for it because that's not what the bill in Raleigh says. He said it's medical marijuana and there's a whole lot of restrictions. He said people who have seen this thing have said

there's so many restrictions to it that most normal people can't just waltz in there and get a card that allows them to do it and get this stuff. He said I think that sends a bad message to our Raleigh representatives and they'll say okay, they're against it and I'm going to vote against it, and I don't like that. He said I think it needs some more thought about this thing.

Commissioner Richardson said I'm against the illegal use of drugs, marijuana is one of those drugs. He said everybody wants to sit around and make excuses about why it ought to be legal and why we ought to be using it and all that but the record shows there's no real good benefit other than people think it helps them. He said if we've got an all around us he can drive to Virginia, he can drive to South Carolina, and he can get his medical marijuana in places where it's legal. He said we don't have to open our doors to be selling it and using here in North Carolina. He said it has damaged too many families, it has destroyed to many people, and I know a lot of these people and I'm beginning to wonder, you know, we sat here and talked about jobs for people here in Beaufort County. He said guess what, the biggest problem employers have in Beaufort County, getting them past the drug test. He said it's not education, it's not skill, it's getting them past the drug test. He said we need to start doing stuff. He said if you want to protect people, instead of throwing money at them let's get this regulation and I'll tell you another thing, and the DA alluded to it the other day when he was here, 60 something jails have been shut down in the last 10 years in North Carolina. He said as part of our lobbying when we get to that discussion is we need to build a prison just for drug dealers and when you get in there you're not coming out. He said we've had to close prisons in North Carolina because you can't keep drugs out of them. He said well, by the time you go through the three portals to get into my prison no drugs are going to be getting in there. He said it can be stopped, it's a matter of having the will, it's a matter of stopping the money that's in the drug business. He said it's all driven by money. He said we're all familiar with prohibition, we've seen the movie's, we've read the articles, we've all seen it. He said it was run on bribes to public officials, well how do you think the drug money is run, it's not different. He said we need to stand up and up and do something about this.

Chairman Waters said would you consider changing your motion to say you support medical marijuana but not total legalization.

Commissioner Richardson said I don't know that I want to say that I even support medical marijuana but if that's the only way you can get something passed, we'll play with the words on it but I would be willing to say heavily restricted use of medical marijuana, or heavily regulated use of marijuana and opposed to the sale of any other marijuana, I could go with that.

Commissioner Deatherage said yeah, I'd like to have that kind of language in for medical marijuana and as we just heard from Commissioner Walker, that is on the docket up there. He said the thing that we're doing is we're conflating one thing with the other. He said I still would argue that recreational marijuana is an evil, it is a dramatic evil, it is a gateway drug, it is a powerful narcotic, and I don't want marijuana easily moving something that is helpful to something that is very harmful. He said marijuana is a narcotic, full bore narcotic and it gets a really good wrap with a lot of people that it's really not that bad, everybody does it, it's fun, it's cool. He said I would argue with Commissioner Richardson that it makes people violent, I don't know, maybe it does now but it didn't back in the 60's but I will tell you this, it was a narcotic then, it's much more powerful now, it is a narcotic now and it is diminishing people's intelligence, their ability to think, even make change. He said deductive reasoning is terrible and I'll tell you, if I know somebody smokes marijuana regularly I wouldn't hire them because their ability to focus is non-existent and for what I have to have people do you don't have the chance to get it half right, you have to have it full right or it doesn't work. He said so that's life and right now in America we're kind of halfway working through things and marijuana is one of those things that helps us halfway move through things and make us feel good about ourselves. He said we shouldn't feel good about ourselves in terms of getting real work done.

Commissioner Walker said the biggest lobbyist against marijuana is the alcohol industry. He said if you put alcohol in there I'll vote for it.

Commissioner Deatherage said the thing about alcohol and why you'll never get rid of it is it's been a part of our society since our inception as a nation. He said they used to take the corn, because they couldn't do anything else with it, and they would ferment it down to alcohol and used as currency so that is something we're not going to get rid of, historically it will never go away. He said I agree, it's just as bad.

Commissioner Rebholz said I will support a resolution that is against recreational use of marijuana. He said I will not support a resolution that is against medical marijuana. He said the overwhelming evidence from the medical community is the benefits, for certain people, outweigh the risks. He said it's overwhelming.

Commissioner Richardson said I beg to disagree, the only evidence from the users is the benefit. He said mines is from medical community because all the research from the medical community goes in the other direction.

Commissioner Rebholz said which of the research are you going to read.

Commissioner Richardson said I'm willing to use your language, but I also want in there the heavily restricted use of medical marijuana.

Chairman Waters said based on what I've read up to this point, there's only ten licenses that are going to be available to grow and process the marijuana. He said a maximum of ten so it's going to be heavily regulated but it's also going to be just like everything else, if somebody can grow it and there's a buyer for it, they're going to buy it. He said so where are we on the motion. He said we've had about three different items.

Commissioner Rebholz said I think the motion is we are against recreational use of marijuana, but we do not oppose heavily regulated use of medical marijuana.

Commissioner Richardson said yeah, I can vote for that.

Commissioner Deatherage said we need to have some language in there where there's no transition because that's the problem, the transition from medical to recreational.

Chairman Waters said I think the problem with a lot of our resolutions is we try to get way down in the weeds. He said if we want to get somebodies attention we need to keep it just as stated, short and simple.

Commissioner Richardson said I don't have a problem with that, you're dealing with elected officials, and you want to be short and simple.

Motion: Commissioner Rebholz motioned that we oppose passage of legislation that would provide use of recreational marijuana, we are not opposed to medical marijuana, provided it's heavily regulated.

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

Commissioner Richardson said the next part of this is how do you want to proceed with lobbying the legislature of the harshness of drug laws for simplification.

Chairman Waters said are you going to Raleigh on Assembly Day.

Commissioner Richardson said no.

Chairman Waters said who's going beside me.

All others raised their hand.

Chairman Waters said we can express our concerns over that.

Commissioner Richardson said part of the success in this is prison space.

Commissioner Deatherage said we've got a lot of prison space.

Commissioner Richardson said no we don't, they've closed them down. He said I want to build a prison because they're going to have excuses for not re-opening these prisons, but I want prisons that are dedicated for drug salesman.

Commissioner Deatherage said I'm okay with that too, but I think you should use existing prisons.

Mr. Alligood said is the Board okay with taking that language and drafting something and sending it to you by email because if we don't do this fairly quickly it's going to get through the house and passed because the senate has already passed it and it's siting over at the house now.

Chairman Waters said yes.

Commissioner Comments

Commissioner Richardson said I want my two minutes and it won't even take two minutes. He said one of the things that's happening in government, and it happened here tonight is grants. He said grants have become an evil. He said they're a curse on the surface of government because somebody is always giving us a grant to do something that we don't want to do but it's free money and I can see grants becoming a bigger and bigger problem for local governments because we've been dragged into three or four things here tonight that we never should've been dragged into and it's because of free money and grants and people trying to get you to do things that you really didn't want to, to begin with.

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

Adjourned at 8:12 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Public Hearing – Include Area Within Corporate Limits of Town of Bath in County ER Rescue Service District

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

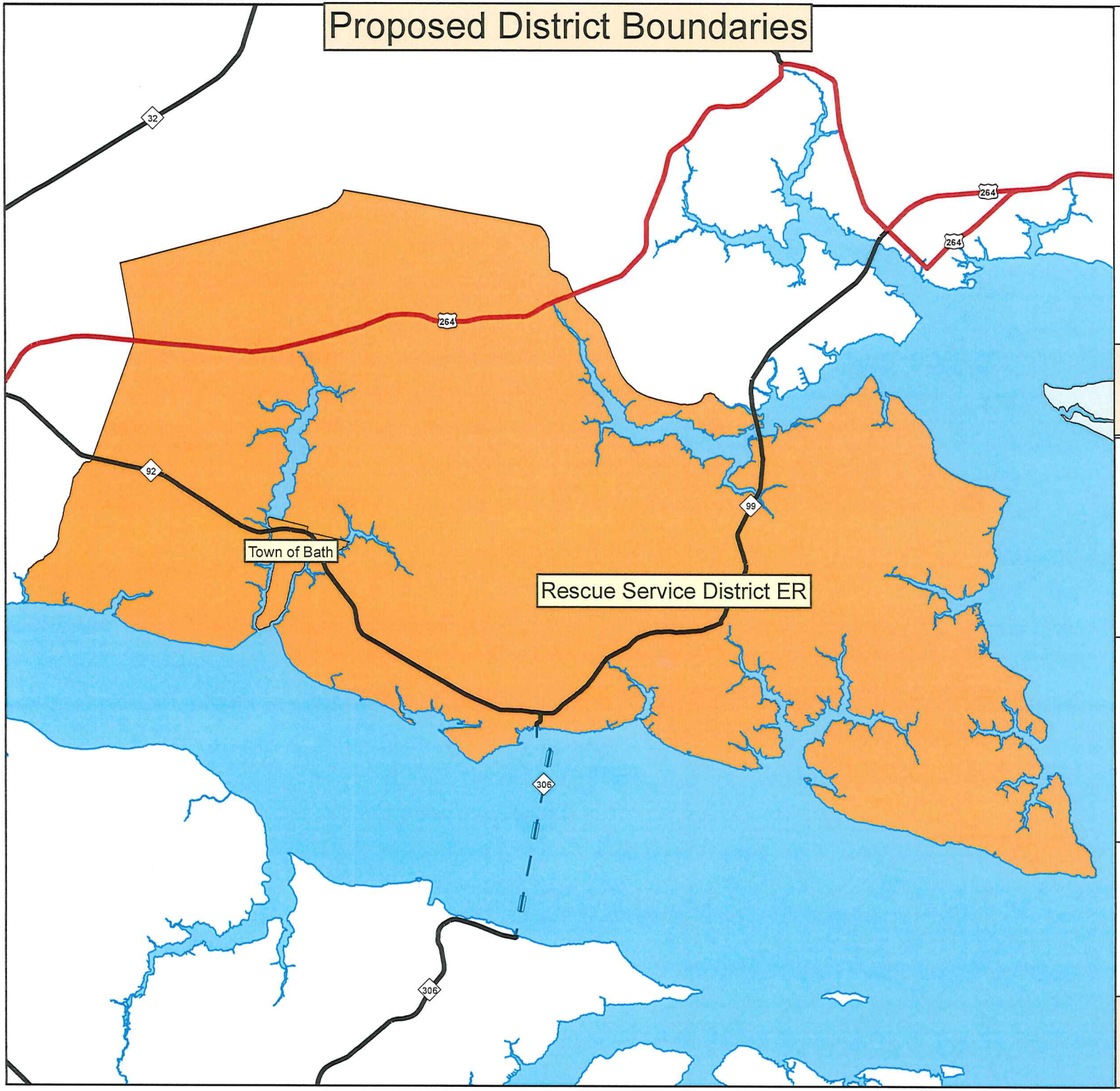
ATTEST:

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



N

W Historic·Agricultural·Recreational·Industrial 1712 Beaufort County, N.C. E

S

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

Legend

Municipal Limits

Town of Bath

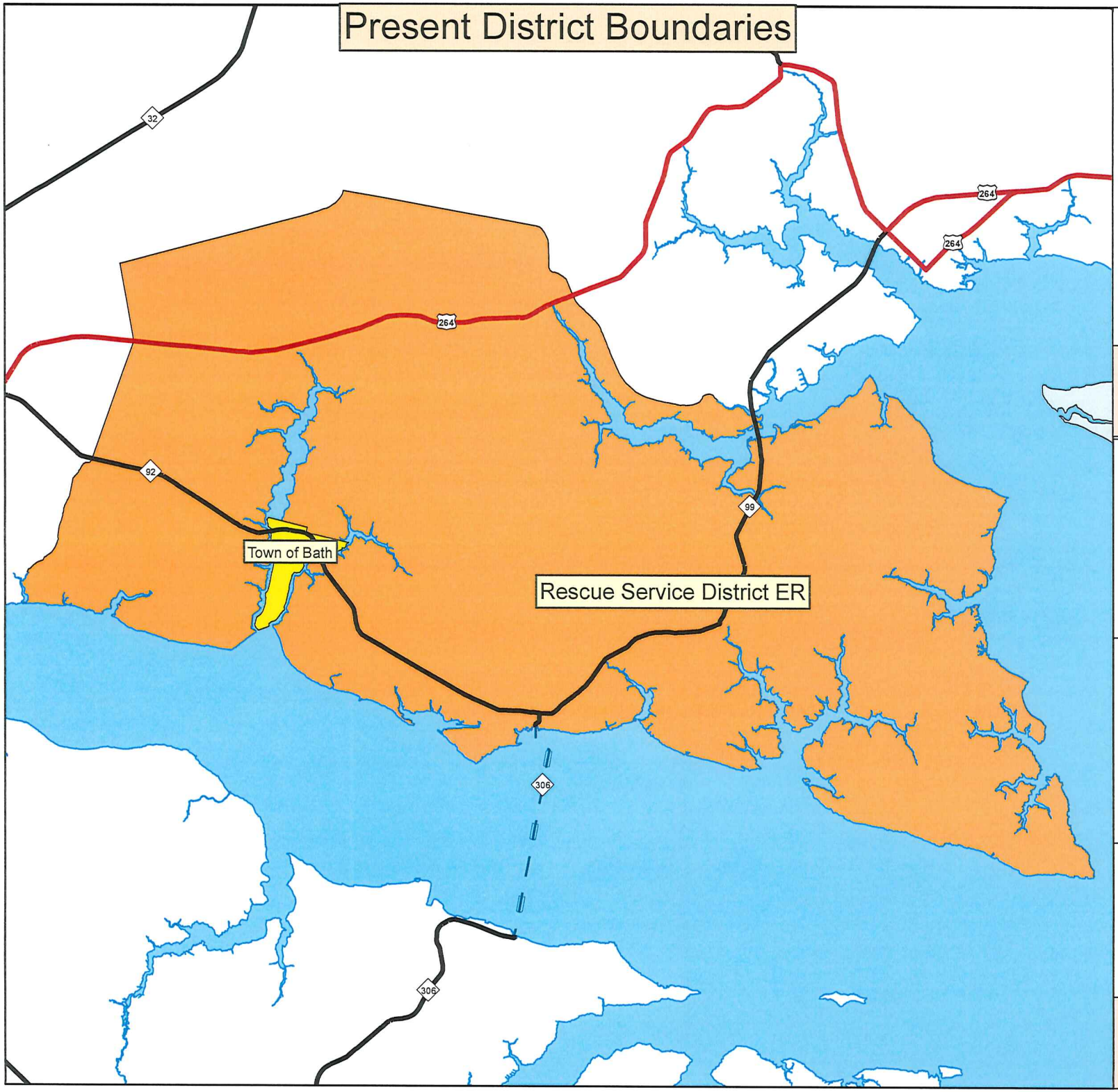
Rescue Service Districts

Rescue Service District ER

0 1 2 4 Miles

1 in = 2.25 miles

Present District Boundaries



N

W Historic Agricultural Recreational Industrial 1712 Beaufort County, NC E

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

ADDENDUM 2

Public Hearing – Budget

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

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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

ADDENDUM 3

Items for Consent

1. Budget Amendment, Health
2. Tax Assessor and Collector Refunds
3. Surplus, Clerk of Courts Office
4. MOU with DSS/NC DHHS
5. Probation and Parole Lease Agreement
6. ARPA Budget and Project Amendment
7. Year End Budgetary Transfers
8. JCPC Appointments
9. Minutes Approval

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

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

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					No P.N #			
	878703	580406	5/2/2022	KJEFFERSON	0000042315-2021-2021-0000-00	REI		$175.00
COOK, EARL 900 ROSS RD BATH BEAUFORT NC 27808					P.N # 6681-37-7642			
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					P.N # 6638-65-5513			
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
					P.N # 6526-81-0144			
	877295	580109	#####	C9BEATB	0009523065-2021-2021-0000-00	REI		$353.73
NORMAN, LEVIE C 595 NORMAN ROAD BLOUNTS CREEK BEAUFORT NC 27814					P.N # 6508-39-0689			
	877216	580109	#####	C9BEATB	0009547595-2021-2021-0000-00	REI		$165.74
					P.N # NONC M/H			
	877215	580109	#####	C9BEATB	0009534129-2021-2021-0000-00	REI		$242.00
MONROE, MATTHEW K 156 NJ SCOTT AVE NEW BERN BEAUFORT NC 28560					P.N # 6535-99-4174			
878575	580379	FPITTMAN		REI	0000006810-2020-2020-0000-00	REI		164.79
ROBBINS, JOHN THOMAS III 1023 YEATESVILLE RD BATH BEAUFORT NC 27808					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.N # 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.N # 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.N # 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.N # 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.N # 6519-62-7903			

Overpayments

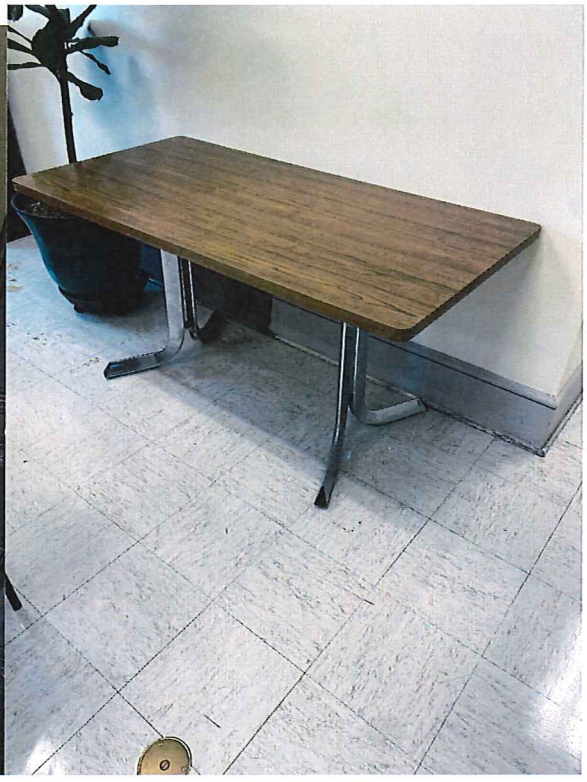
	878530	580371	#####	0009497519-2013-2013-0000-00	0009497519-2013-2013-0000-00	RMV		127.67
ROSSIE, BETHANY LEANNE ROSSIE, BETHANY LEANNE 749 HWY 171 WASHINGTON, NC 27889 N/A								
	878512	580371	#####	0000045245-2017-2017-0000-00	0000045245-2017-2017-0000-00	rei		147.57
CORTES, TOMAS 160 BRADFORD STREET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

OVERPAYMENTS









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

NC Department of Health and Human Services • www.ncdhhs.gov
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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.	

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES
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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:

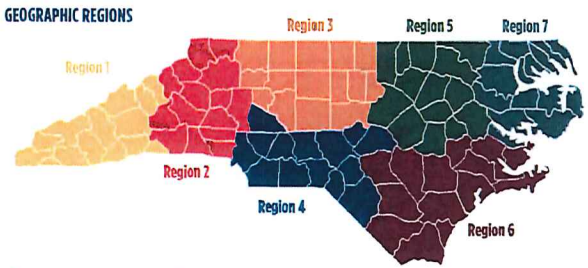
- All North Carolina citizens should have equal access to whole person-centered, high-quality social services.
- North Carolina's social services system should produce better outcomes for the citizens it serves and deliver maximum value to its customers, communities and taxpayers.

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/ Ryian'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/rna.

** 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. 97B-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

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

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 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

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 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. _____	

ADDENDUM 4

Lease/Rental Subscription for Badge Machine, Printer, Maintenance and Software

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.

ADDENDUM 5

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. _____	

ADDENDUM 6

Lease Agreement for Revaluation

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
© 7/2021

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.

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.

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Tenant Initials _____ _____ Landlord Initials _____ _____

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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

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.

© 7/2021

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: _____

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ADDENDUM 7

Approval of Sheriff's Office NCDPS Grant Purchases

Purchase Order

Fiscal Year 2022

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

Purchase Order # 20220961

Delivery must be made within doors of specified destination.

BILL TO

210 North Market Street
Oakland Building
Law Enforcement Center
Washington, NC 27889

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 H Jones
Purchasing Agent

Anita 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**

Hollie H Jones
Purchasing Agent

Anita C. Radcliffe
Finance Officer

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**

Hallie B Jones
Purchasing Agent

Anita C. Radcliffe
Finance Officer

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

This document contains sensitive and proprietary information from Dronefly.com. Use or disclosure of the information contained herein is NOT permitted without prior written consent.

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

This document contains sensitive and proprietary information from Dronefly.com. Use or disclosure of the information contained herein is NOT permitted without prior written consent.

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

This document contains sensitive and proprietary information from Dronefly.com. Use or disclosure of the information contained herein is NOT permitted without prior written consent.

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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This document contains sensitive and proprietary information from Dronefly.com. Use or disclosure of the information contained herein is NOT permitted without prior written consent.

Steel City Drones LLC
282 Foxcroft Road
Pittsburgh, PA 15220
+1 4129801941
dave@steelcitydrones.com

Estimate

ADDRESS	SHIP TO		
Jonathan Fowler Beaufort County Sheriff's Office	Jonathan Fowler Beaufort County Sheriff's Office	ESTIMATE DATE	2097 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

ADDENDUM 7

Request from Town of Belhaven for Inspection Services

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

ADDENDUM 8

BHM Regional Library Agreement

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

ADDENDUM 9

Mid-East FY 2023 SPR Funding Request for Greenway Feasibility Study

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 Ken 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

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

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

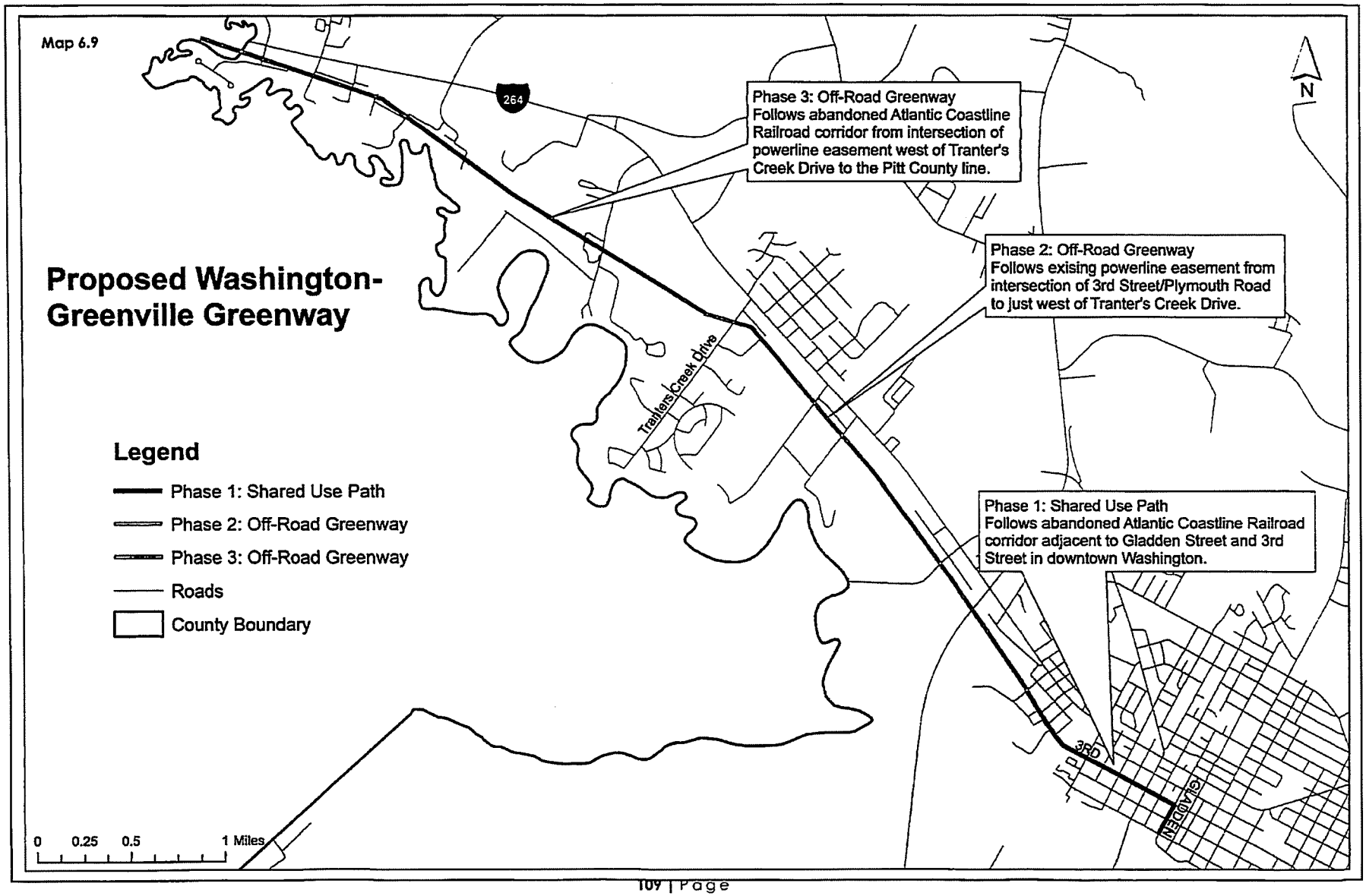
Total Cost: $4,140,000

Potential Funding Sources

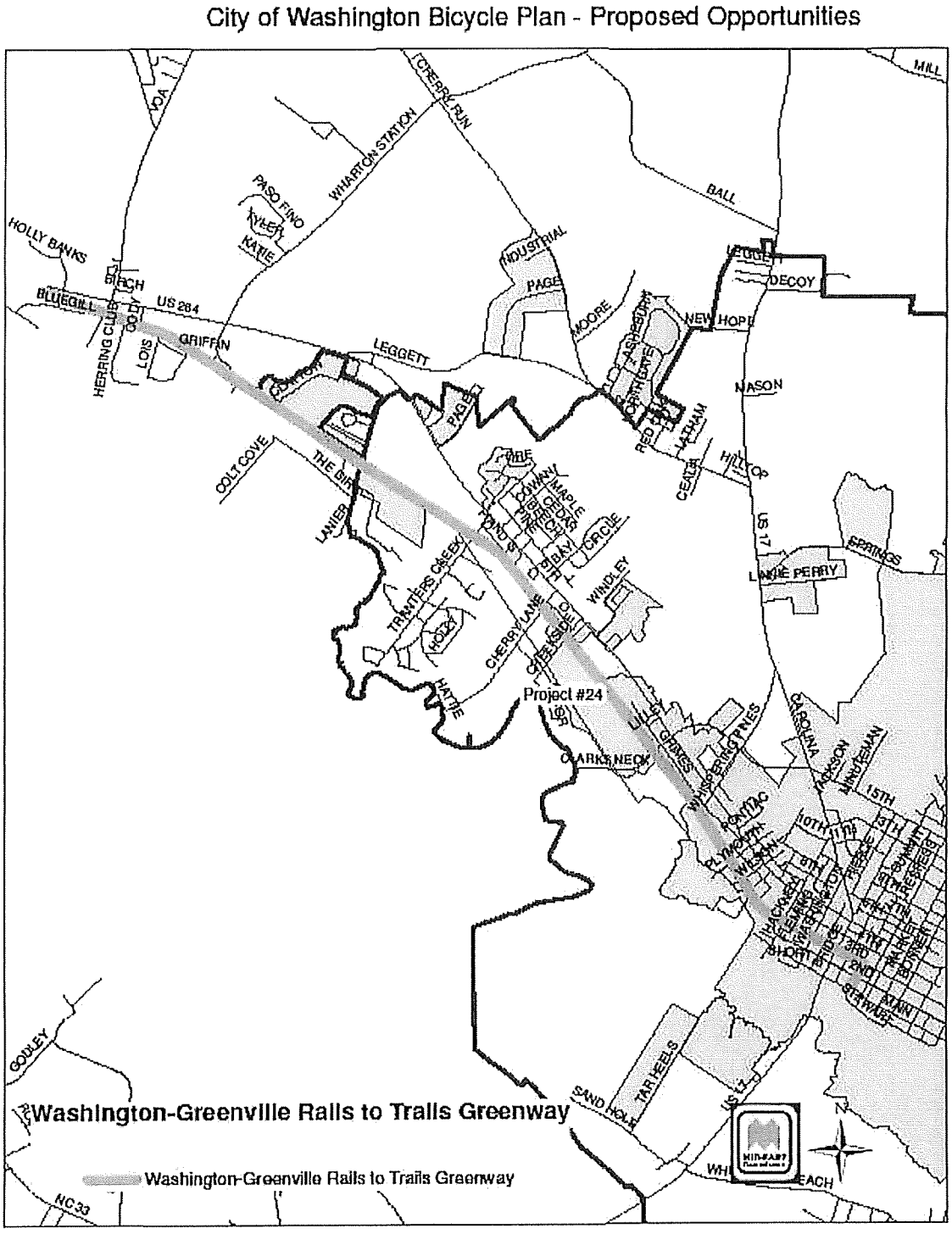
- NC State Parks Recreational Trails Program
- USDOT BUILD Grant

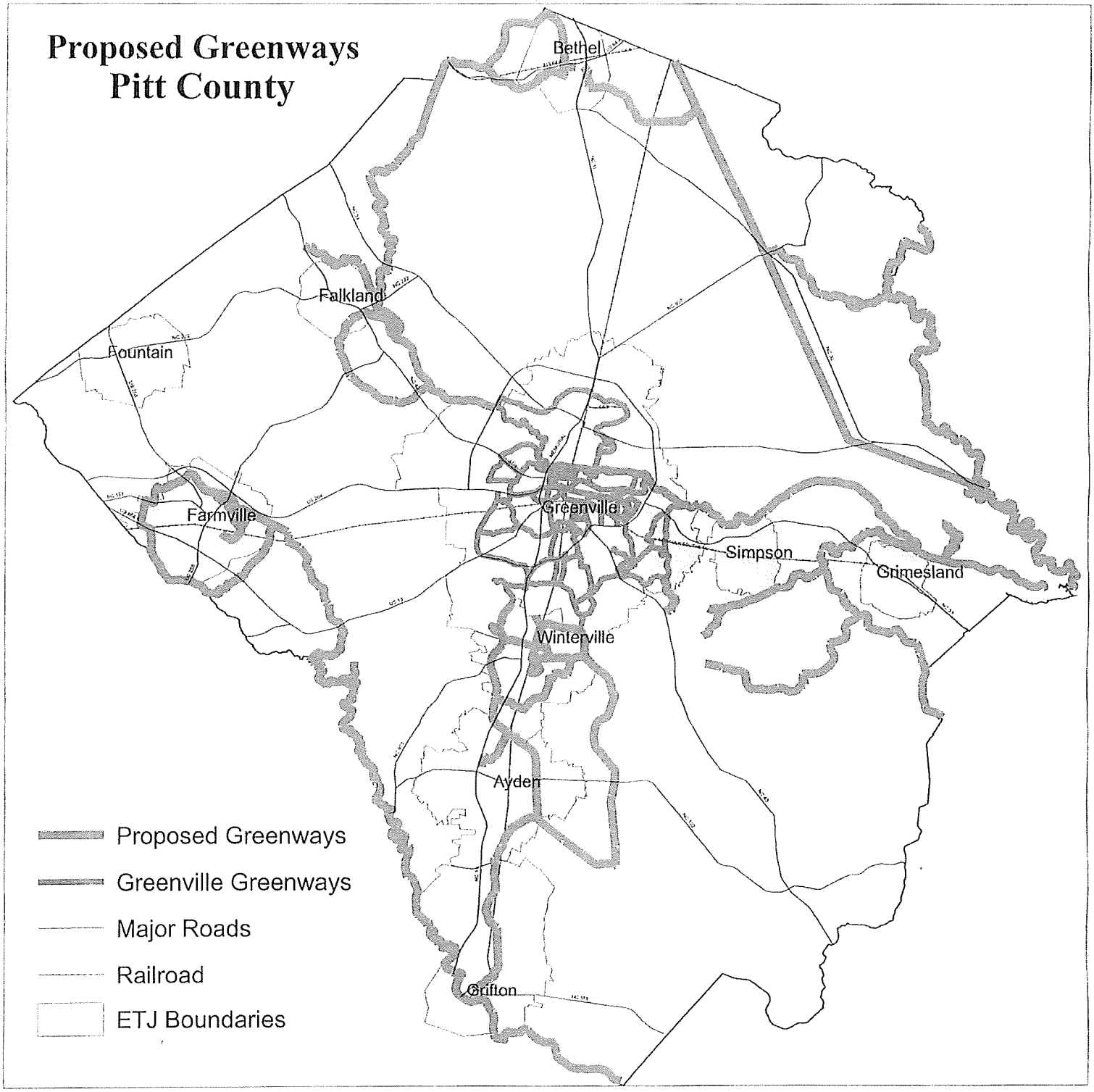
Support in Other Plans

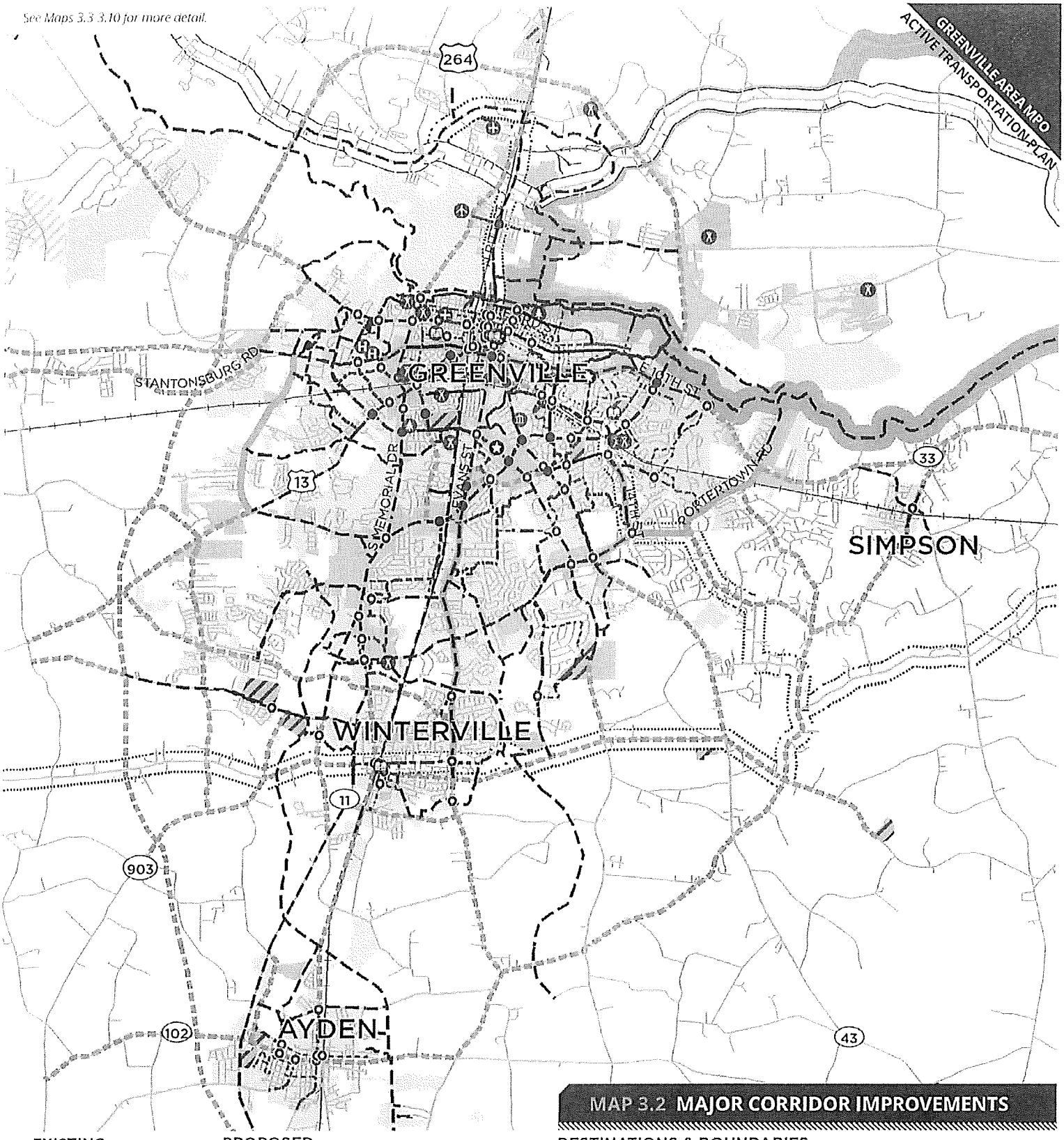
- City of Washington Comprehensive Bicycle Plan
- Pitt County Greenway Plan


Map 6.9
Proposed Washington-Greenville Greenway
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.
264
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



MAP 3.2 MAJOR CORRIDOR IMPROVEMENTS

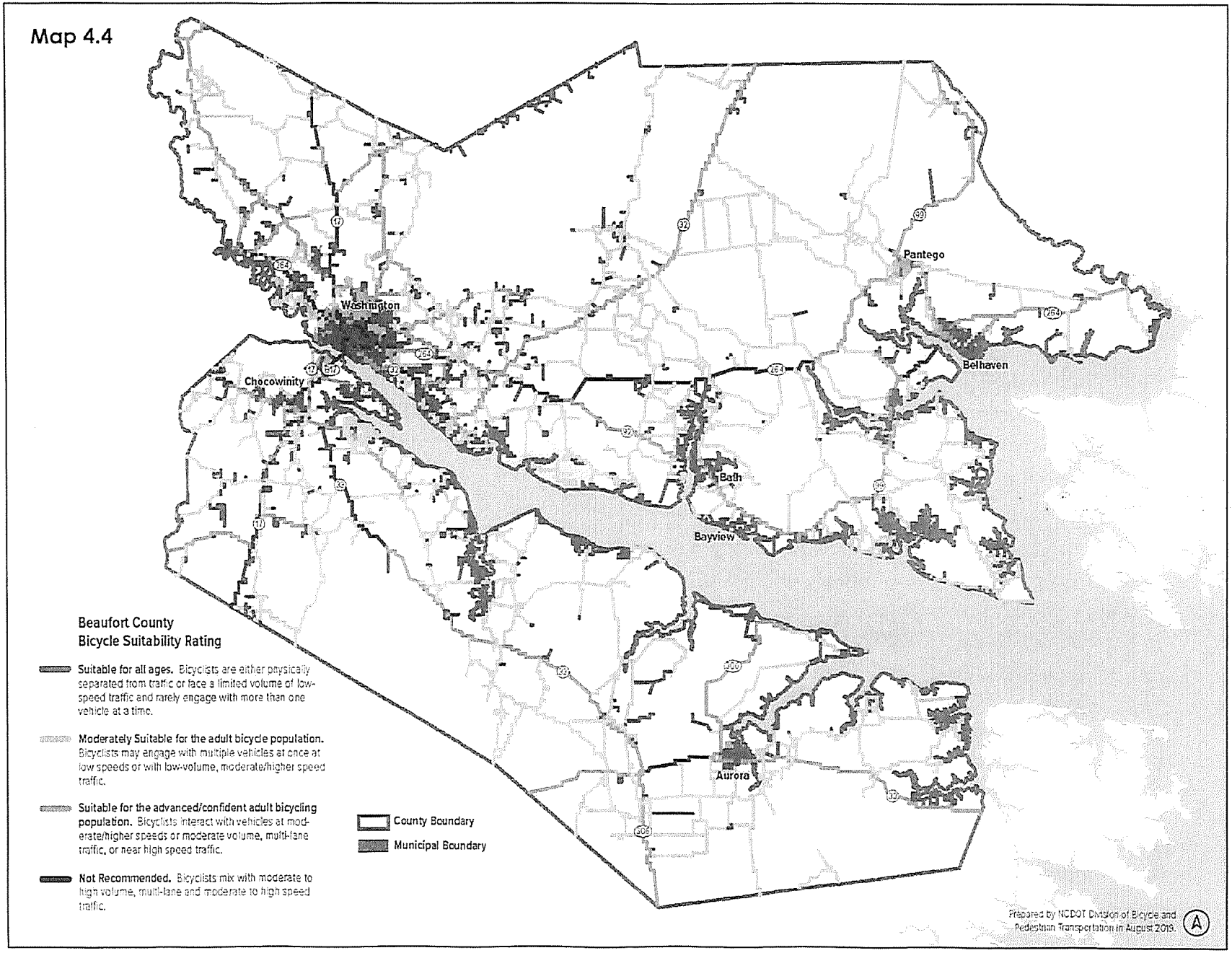
EXISTING
- Shared Use Path
- Bike Lane
- State Bike Route
- Updated State Bike Route (Unsigned)

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

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

ADDENDUM 10

Wilkinson Community Event Center Grant Match

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,

ADDENDUM 11

BCCC Board of Trustees Appointment

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: Lynn A. Stalvey, 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