Tuesday, July 5, 2022
Regular Meeting

The Beaufort County Board of Commissioner met in regular session Tuesday, July 5, 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
Matthew Jackson, 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

Commissioner Richardson said I have a question. He said putting items on the agenda, I put an item on the agenda that didn't show up on the agenda.

Ms. Mosher asked which item.

Commissioner Richardson said I asked for the Sheriff's hours, for his schedule from now until the end of the year.

Ms. Mosher said I did not receive any information back.

Commissioner Richardson said but you made the request.

Ms. Mosher said yes sir.

Commissioner Richardson said but it's not on the agenda. He said it needs to be an agenda item if a Commissioner requests it. He said it's not up to the Sheriff to decide what my agenda is. He said I would like that placed on the agenda

Motion: Commissioner Richardson motioned to add the Sheriff's office hours to the agenda. Commissioner Deatherage seconded. The vote was unanimous.

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

Service Award Presentation

Ms. Deloris Creasman said I would like to acknowledge some Beaufort County Employees that are receiving service awards. He said we had two employees that were scheduled to come tonight but something happened out of their control at the last minute, and they could not be here. She said I'd like to acknowledge Chris Newkirk with Emergency Management. She said he has five service years now with Beaufort County. She said also William Harrison with Emergency Medical Services, he has five years. She said there's Brian Hodges, with Emergency Medical Services also has five years. She said Jeremy Seeman with Emergency Medical Services has five years.

Chairman Waters said Beverly Allen.

Ms. Creasman said she is not here tonight.

Chairman Waters said but that one is for 30 years.

Ms. Creasman said yes, that's a big one, yes, 30 years for Beverly Allen.

Public Comments

Ms. Dawn Slann said I'm a resident of Beaufort County, a small business owner and taxpayer. She said I would like to reference a presentation from the Agriculture Extension agent, Mr. Rod Gurganus, during the budget sessions and the justification he was asked to provide for the new tractor. She said since that time I've heard and read a number of soundbites of negative statements around Beaufort County being in the farming business. She said that exchange during the budget presentation has been completely misrepresented therefore I would like to provide the follow correct information. She said the budget request was for $64,000 to purchase a new tractor to replace a tractor that was purchased in 1992 or 1993. She said this amount of money, if approved, would be supplemented by approximately $40,000 to $50,000 received from other sources. She said in addition to providing capabilities for the tractors used by the Extension, the approval would provide for using a planter worth approximately $50,000 that was given to the County. She said to date that planter has been used with a tractor that was leased because the tractor owned by County would not work with the planter. She said as explained by Mr. Gurganus a tractor would be used for planting test plots under programs with the North Carolina State Agriculture Extension to provide unbiased researched based information to the growers in Beaufort County. She said this research provides data and information to the growers regarding yield, sustainability and best practices that will be beneficial to them and ultimately to Beaufort County. She said the alleged work with big corporations boils down to $100 per entry they pay to participate in the test plots and research. She said this entry fee is used for fuel and repairs for the equipment used in the research process. She said this approach provides the farmers with an unbiased view and a neutral situation using a variety of companies, rather than the single entity approach of a big corporation using minimal competitors, and then showcasing the data from only their products. She said the test plots are approximately 10' by 200' and include a variety of statistically analyzed data to include details about soil, seed, insects, etcetera. She said the farmers provide the land free of charge and in many cases also provide fuel and other items throughout the process. She said in exchange the farmers receive the seed, the yield, the extension harvest from the test plots and of course the research results. She said just as an example some of the research data shows that some of the farmers could have an increase in yield of 25 to 40 bushels per acre. She said currently corn is bringing approximately $7.00 per bushel. She said when multiplied by 1,000 acres, or in some case 5,000 to 6,000 acres, that is clearly a benefit for the farmers and the residents of Beaufort County. She said as for "they use Beaufort County equipment to farm in other counties", until recent years there was a sharing of extension agents among counties to fill the gaps between counties. She said for example Washington County shared a livestock agent with Beaufort County. She said in exchange Beaufort County provided an Ag agent to Washington County for support when requested. She said as I understand it today the only time there is a sharing of equipment and resources between counties is for the regional Black Land Field Day, which is August and rotated between Beaufort, Washington, Hyde, and Tyrell County. She said this year's event will be hosted by Beaufort County. She said this event will bring 500 to 600 people into the County to showcase the work that has been done with our farmers, neighboring county farmers, Ag extension agents and the data obtained from the research used in the test plots. She said overall agriculture injects between $110 and $120 million into the economy of Beaufort County. She said as a taxpayer I'm very happy the money for the new tractor was approved so I guess you could safely say that Beaufort County is in the business of farming and now the taxpayers and people who only heard a piece of the information know the full story.

Legislative Updates

No representatives were here to present.

Items for Consent

1. Surplus, Elections
2. Late Application for Tax Relief
3. Tax Office Refunds
4. Health FY 23 Influenza Vaccine Purchase
5. Reporting of Health Dept Inter-Departmental Budgetary Reallocation
6. Budget Amendment, Finance
7. Budget Amendment, Project Acorn
8. Appointment to Steering Committee on Aging
9. Minutes Approval – Katie Mosher, Clerk to the Board

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

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

See Addendum 1

Public Hearing – Petition to Name a Road – Firefly Way

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

Mr. Carlton Gideon said I'll just go through my report really quickly and then I'll see if there are any questions. He said this is a petition to name a private road submitted by Ken Stilley to name an easement of approximately 250' in length. He said the second page shows an aerial of the easement and the affected parcels. He said this easement connects to NC 33 East in the Chocowinity Township, approximately 1,300 feet west of the intersection of NC Highway 33 East and Tripp Road. He said the petition was submitted due to an application for a third address served by the currently unnamed easement. He said the County's road naming ordinance requires that the easement be classified as a private road when it serves more than two addressed buildings. He said advertisement was run in the Washington Daily News on June 22nd. He said notices of the public hearing were posted in the Beaufort County Courthouse, Chocowinity Post Office and the Chocowinity Town Hall on June 21st. He said there were three proposed names listed in order of preference. He said Firefly Way, Firefly Lane and Firefly Drive. He said staff determined Firefly Way does not duplicate any existing road names within the County, nor do any sound-alikes exist. He said so staff recommendation is to approve the applicants first choice of Firefly Way.

Chairman Waters said we did not have anyone sign up for the public hearing, but I will ask if anyone wants to speak.

No one asked to speak.

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

Motion: Commissioner Rebholz motioned to approve naming the private road Firefly Way. Chairman Waters seconded. The vote was unanimous.

Vehicle Replacement

Mr. Jeff Hibbard said I have two items for decision. He said first is vehicle replacements. He said we have two vehicles we had budgeted in this year's budget for replacement. He said one is a 2019 QRV that has over 115,000 miles on it. He said it's a Dodge Durango and was a good service vehicle. He said the second is a Ford Explorer the Fire Marshal had on the EM side. He said with the way that the replacement of vehicles has been going we have been able to find two of the 2022 F-150 Crew Cabs to be able to be able to replace these with. He said this is the most advantageous and cheapest to replace them with and we're asking for a decision to get them replaced within this year. He said it is really the only vehicle that we've found that we could get quickly. He said we've looked at the others, the F-250 are non-existent. He said the Sheriff's bid system, they've all been sold out. He said it would be 2023 and October 2022 before we could even put a bid in for them. He said several of the other vehicles, the Dodges, we're not able to get ahold of but Capital Ford was able to have these vehicles on sight, ready for us as soon as you all approve a decision to be able to get these vehicles.

Commissioner Richardson said why are we replacing these vehicles with this low mileage.

Mr. Hubbard said 115,000 miles, these are very hard miles put on the vehicles. He said we are seeing between 115,000 and 130,000 miles we're getting a lot of maintenance upkeep for them and it's costing us more to try to keep fixing these than to replace them.

Commissioner Richardson said what is the maintenance upkeep you're having to go through.

Mr. Hibbard said biggest thing is brakes, we've had a lot of A/C problems where we've had to replace A/C on them. He said also we've had problems with the thermostat going out and coolant problems.

Commissioner Richardson said isn't this a much larger vehicle that you're replacing this with.

Mr. Hubbard said yes, it is but with both the Fire Marshalls vehicle and stuff there's a lot of equipment that we can't carry in those vehicles that we should be carrying in those vehicles. He said one thing in going to this larger vehicle we're able to put all of the bulk items outside of the passenger compartment which is safer for the occupant in the vehicle. He said in the case of an accident he's not going to be hit with something flying through the vehicle. He said if we were to take the same type of vehicle and upfit that vehicle it would cost us a lot more to upfit that vehicle with cages in the front and shelving in the back to stop that from happening.

Commissioner Richardson said didn't we start off with the theory of a QRV because it was a small, fast vehicle and was only going to carry one person.

Mr. Hibbard said well it also has to carry, there is equipment that is state mandated including a monitor, drugs, and the biggest problem with that is that stuff is flying around in the back of the truck.

Commissioner Richardson said why don't we just look at buying another ambulance instead of this short-cut stuff.

Mr. Hibbard said one person in a QRV does not transport anybody. He said in an ambulance we're looking at anywhere from $250,000 to $290,000 and being able to get those chassis for those ambulances, we're looking at a lot more of an extended time to get them.

Commissioner Booth said are you going to surplus the ones that you have.

Mr. Hubbard said yes.

Commissioner Walker said I've got one question, does this have a covered bedliner.

Mr. Hibbard said we'll have a camper shell on it.

Commissioner Richardson said it sounds to me like we're getting close to an ambulance but are these in the budget.

Mr. Hibbard said yes sir, they were already in the budget.

Motion: Commissioner Booth motioned to approve the purchase of two vehicles for Emergency Services. Vice-Chairman Langley seconded.

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

See Addendum 2

Town of Bath and Beaufort County EMS Rental Agreement

Mr. Hubbard said the next item we have is we've been renting space since 2016, the old Bath School. He said it had started out, we had an ambulance there. He said we were using part of the old schoolhouse, plus their garage. He said with the data stuff we had and bringing on the community building into the County we looked at better servicing the Pamlico Beach area and with the data showing where the most calls were at, we actually moved EMS 6 to the community building and we only have a QRV there now. He said with that we're not using a lot of the amenities we were using with the ambulance there, which includes the garage. He said we had redone the agreement with them. He said our original agreement was to for $1,132.00. He said we have redone the agreement to show we're only going to pay $800.00 per month now for the rental of that building.

Chairman Waters said the community building, we've made some improvements to that too, haven't we.

Mr. Hubbard said yes sir.

Mr. Alligood said we own that facility now.

Chairman Waters said I know we updated or expanded the septic system. He said I'm not sure what else was done.

Motion: Vice-Chairman Langley motioned to approve the rental agreement for $800.00 per month. Commissioner Booth seconded. The vote was unanimous.

Commissioner Rebholz said can I ask a question, procedural-wise. He said is there any reason this particular item couldn't have been put on the consent agenda.

Mr. Alligood said just to speak to that, because it is a multi-year contract we typically bring it before the Board. He said we could put it on consent.

Commissioner Rebholz said it sounds like we're spending a lot of time on stuff we're automatically going to approve.

Mr. Alligood said our intention is to ensure that you see it and have an opportunity to act on it and us not be accused of trying to push through something under the radar.

Commissioner Richardson said that's exactly right.

See Addendum 3

Recommendation to Award Swan Point Water Line Extension

Ms. Christina Smith said during the October 4, 2021, meeting funds were approved to proceed with the project to install new water lines at the Swan Point Mobile Home Park. She said at that time McDavid engineers went through and completed the design of the project and advertised the project for bids. She said the first bids were received on April 26, 2022, however only one bidder submitted a bid. She said therefore, per our purchasing policy, it was advertised a second time. She said also during the second time when bids we're submitted on April 26, 2022, Herring-Rivenbark submitted a bid to complete all of the work for $288,718.00. She said per McDavid, as well as the contractor, the difference is attributed to material price increases since the original estimate was compared. She said the engineer held bid negotiations with the contractor which resulted in total decreases of $59, 595.00. She said included in your agenda packet is details of those bid negotiations as well as those scope changes. She said attached is a recommendation to award from Rich Moore with McDavid Associates that includes a resolution for consideration to award to Herring-Rivenbark in the amount of the negotiated contract of $229,122.50. She said the total project budget would be revised to $289,543.00. She said if approved, $79,516 of additional funds would need to be allocated from a source to be determined by the Board. She said a budget amendment will be prepared based on the Board's funding direction and will be included in next month's August 2022 meeting for ratification by the Commissioners. She said I know that's a lot of words so basically funds were approved for the project, we moved forward with the project, it was designed, as well as advertised and the bids came in higher than expected. She said as we all know in the past 18 or 12 months there's been substantial increases in costs of various items, one of which is PVC pipes as well as the fittings required for the project. She said again, once the bids came in at a higher amount the engineer went into bid negotiations with the contractor and changed some of the general scope and reduced it by almost $60,000 in an effort to bring the budget down.

Commissioner Deatherage said what happens if the cost of PVC pipe goes down during the scope of the project.

Ms. Smith said once the project is awarded the contractor places the order and they would pay that price, but the County does not receive any benefit if material costs decrease during the time of the contract.

Chairman Waters said does it work the other way if the price goes up once they put the order in.

Commissioner Booth said you end up with a change order.

Commissioner Richardson said he's locked in once he places the order.

Chairman Waters said that's not what he said when I was here for the bid opening.

Ms. Smith said yeah, that's not true. She said currently, because the market is so volatile, currently pipe suppliers, especially the PVC and anything made with petroleum products, they are actually not locking in a price until the manufacturing is complete and the product is loaded on the delivery truck to come. She said so once they get the packing slip or the shipping orders, that's when the price is locked in. She said it's just like everything else, some contractors have more pull with manufacturers than others based upon the volume of the orders that they place. She said Herring-Rivenbark is, they're not a small contractor in eastern North Carolina. She said they're one of the players that have been in water-works industry for quite a while but again they're very limited as far as being able to lock in price.

Chairman Waters said refresh me on this project, is it 51 landowners or is it one owner.

Ms. Smith said no sir, it is one landowner. She said one landowner, it's a mobile home park so there are multiple parcels that are owned by one entity and then those parcels, or mobile home lots are then rented to other individuals.

Chairman Waters said so there's no skin in the game for the landowner as the price has gone up almost $100,000.

Ms. Smith said not currently right now, no sir.

Commissioner Rebholz said wasn't there something originally, a contribution from the landowner.

Chairman Waters said that was going to be my suggestion. He said I can't support the increase and the County picking up all of it. He said to me the landowner has to have some skin in the game. He said I mean; we approved the $187,000 coming out of ARP.

Ms. Smith said yes sir, that's certainly something I can go back to the landowner with and request. She said there had been discussion at one time about that but again, whatever direction the Board gives me I will be happy to comply with.

Commissioner Booth said I know you said, and you were right you can't nail down the prices with the way things are being handled now but we also can't nail down these change orders can we.

Ms. Smith said no sir. She said we try to minimize any change orders but at the beginning.

Commissioner Booth said I know you try your best but sometimes it doesn't work, does it.

Ms. Smith said at the beginning of a project I'm unable to tell you what change orders could come and at what amount.

Commissioner Booth said it's not that it's going to happen, but it could be even more when the project is complete, am I correct.

Ms. Smith said potentially, I will never say no. She said when you're dealing with underground utilities, until you start the excavation you don't know.

Commissioner Booth said that's right, I'm not trying to make you look bad I'm just trying to put it out there.

Ms. Smith said I appreciate that.

Vice-Chairman Langley said I've just got one quick question. He said what's the possibility with the piping, if the price goes up that the County not incur that price increase, but the landowner incurs that price increase.

Ms. Smith said I would, the way it's currently set up the Country would enter into the contract with the contractor. She said I would think, and I may need to defer to our attorney who's present this evening, that we may need to enter into a separate agreement with the landowner in order to cover any potential increases.

Chairman Waters said I've got another question. He said based on the original contract before you went and negotiated you had 4" of course aggregate based core. He said assuming this place is just dirt and some rock.

Ms. Smith said yes sir. She said it's near the river so it's very sandy so, yes sir, that was in the original scope. She said again, going in to make sure that everything was going to be compacted as it needed to be but during the negotiations it was determined that could be removed and the water line would still be installed and the landowner, it was more in line with what the original scope of the project was when it was originally discussed.

Chairman Waters said but we have no protection as a contractor goes in there other than he's reduced it down to $7,000 for the base.

Ms. Smith said yes sir. She said it was 10% of the original base.

Commissioner Walker said at approximately 40 new customers, are we hooking up the waterline to their unit or does the owner pay for that.

Ms. Smith said part of this project includes installing new meters so the contractor would install the main waterline, the service line from the main to the meter and install the meter and the meter box. She said then the tenant or the owner of the property would be responsible for connecting the new meter to the existing dwelling. She said there is currently a pipe system in place at this park that is a ground water well system so each of the dwelling currently has a service line to the main that we would be located in the general area of but again, either the landowner or the owner of the dwelling would be responsible for the final connection to the meter and the meter box.

Commissioner Walker said is this a guaranteed 40 customers or could people say I'm opting out, I'm not hooking up to County water.

Ms. Smith said the existing well will be disconnected.

Commissioner Rebholz said we originally approved $187,000. He said did that include all the meters and all that.

Ms. Smith said yes sir.

Commissioner Rebholz said so we're really going well over the $100,000 increase.

Ms. Smith said a little less than $100,000.

Commissioner Rebholz said you're going from; the new proposal is $229,000 excluding the meters right.

Ms. Smith said no sir, that includes the meters.

Commissioner Rebholz said you've got all kinds of numbers in here. He said you've got all the project budget is now $289,000.

Ms. Smith said yes sir, with the engineering.

Commissioner Rebholz said how much is the engineering.

Ms. Smith said $23,000. She said $23,000 was not included in the $187,000. She said $23,000 had been originally appropriated in 2019.

Commissioner Rebholz said so then we didn't approve this project until when.

Chairman Waters said no, it was approved in 2019.

Commissioner Rebholz said at $187,000.

Chairman Waters said the engineering.

Commissioner Richardson said you can't do a price until the engineer finishes.

Ms. Smith said this project was originally started in probably 2018 when the landowner came to the committee and requested that the waterline be installed. She said then it went back before the Commissioners, and it was approved for the County to pay the engineering portion of the cost and then the landowner would pay the cost of installing the waterlines. She said then back in October of 2021 when multiple projects were put together and they said projects that were designed or had previously been designed it was included on that list of items and this was one that was specifically called out and $187,000 was allocated for the construction of the project so the $23,000 plus the $187,000 is what gets us there.

Commissioner Rebholz said so we've already paid the $23,000.

Ms. Smith said we haven't paid it we've encumbered it. She said the engineers done the work, but they haven't invoiced us for it. She said they typically don't invoice until the contract is awarded.

Commissioner Rebholz said did you say that the landowner had agreed back in 2019 to pay for the installation.

Ms. Smith said yes sir.

Commissioner Rebholz said okay, then we decided to go ahead and pay for it instead.

Ms. Smith said yes sir.

Commissioner Rebholz said did we know when we voted on this.

Chairman Waters said we voted to approve $187,000.

Commissioner Rebholz said but did we know when we approved that, that the owner said he would pay for it.

Vice-Chairman Langley said yes.

Commissioner Rebholz said so we just jumped in and took over.

Vice-Chairman Langley said yes.

Commissioner Rebholz said I'm not voting for this. He said by the way, as we're talking about the water things, if all of these are going up like this I think we need to pull back on doing any of them except maybe the SCADA. He said is the SCADA on order.

Ms. Smith said the SCADA is in the preliminary initial design phase.

Motion: Commissioner Rebholz motioned to stop any other projects until we understand.

Chairman Waters said hold off on that until we get this done. He said we'll come back. He said I need a motion one way or the other or do you just want to table this.

Motion: Commissioner Rebholz motioned to table this item and we do not approve it.

Commissioner Booth said we've already approved the $23,000.

Commissioner Rebholz said well that is already encumbered.

Commissioner Booth said but you've got to pay them, is that right.

Ms. Smith said yes sir, absolutely. She said they've done the work in good faith, and we've had that.

Vice-Chairman Langley said I think it would be good to table this and look at the numbers until people actually have some skin in the game. He said I think that's only good because he's the only one who's going to be profiting from what we're doing so I think it's only reasonable that we reevaluate it.

Commissioner Walker said can we add to the motion that the owner be contacted and see how he feels about paying the additional costs.

Ms. Smith said absolutely. She said would it be agreeable if, I guess in your motion that we contact the owner and see if he would be agreeable to do that. She said perhaps we could do like we did in 2019 where the owner comes and we're able to reach some type of agreement with that and also I would need to contact the contractor to see about revising or if there would be a need to revise his number because when contractors present bids they are only, they only hold the bids for 30 days or 60 days so I may come back in at the next meeting with a revised bid price based upon the contractor or I may not, we'll see what they would do. She said that would be my plan for next month, to come back in with that and to see how the Board would like to proceed.

Chairman Waters said I guess we're going to do that for 30 days and then you're going to come back and then we're going to have a discussion of how much we're going to pay, the County. He said is that where we're headed. He said we know what the total cost is without any kind of change in price.

Vice-Chairman Langley said I realize it's ARPA money, which is still taxpayer money and he's probably the only person I know of, the owner, probably the only person in the County who's getting this kind of advantage from this ARPA money so I think it should be a better balance with it, I think.

Chairman Waters said I guess I'm saying to myself if it had come in at $187,000 would we have paid for all of that. He said I kind of feel like when it was put on there we were going to use ARPA money and we put aside $187,000. He said is that not what we did.

Vice-Chairman Langley said that is.

Chairman Waters said can we not back up and say to the landowner we'll pay the $187,000 and anything above that is yours.

Vice-Chairman Langley said that sounds good to me.

Chairman Waters said I feel like we've made a commitment of $187,000.

Mr. Alligood said Mr. Chairman, real quick, you've got a motion by Commissioner Rebholz. He said I don't know if he received a second on that and if you don't have a second then you need to dismiss his motion before you continue.

Commissioner Rebholz said I think Chairman Waters dismissed mine.

Mr. Alligood said I'm sorry, I didn't hear that, but I wanted to make sure you didn't get to far down in the weeds.

Motion: Commissioner Rebholz motioned that this be tabled until next month, at which time the Water Department will come back with the participant level by the landowner.

Ms. Smith said would you like me to make the recommendation that Chairman Waters just said.

Commissioner Rebholz said do you want to modify mine.

Chairman Waters said would you withdraw the table so we can do a motion.

Commissioner Rebholz said he's withdrawn the table.

Commissioner Booth said so now what is the motion.

Motion: Chairman Waters motions that the County fund $187,000 and the landowner fund any additional money above the $187,000. Vice-Chairman Langley seconded.

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

Commissioner Rebholz said can I make my second motion.

Chairman Waters said yes. He said now we're going to go back to his.

Ms. Smith said can I ask the Finance Officer if that's all that we would need.

Ms. Radcliffe said yes.

Commissioner Rebholz said given the skyrocketing costs of materials and apparently labor also that this has proven out by this particular project I move that we table any of the additional projects, with the exception of SCADA for the water system until we understand what the total commitment are going to end up being and what funds from ARPA we're going to have because right now we have no real idea what broadband is going to cost. He said until we know that we don't what we're going to have for other funding. He said we have $6 million on the table right now for the mega-sites and I think we've got to sort all that out, so I don't want Ms. Smith running down the road and we all of a sudden say we don't have any ARPA funds left.

Mr. Alligood said Commissioner Rebholz the Finance Officer is going to give an update on where you stand with your funding right now however the way we're addressing that, and this is to your motion, the way we're addressing that, we're taking the standard revenue allowance and using those funds to offset so we're not under and time restraints so to your point, we're not under any time restraints so if the Board said stop, let's wait until the market gets a little better corrected, we have the ability to do that the way we're handling the ARPA money.

Commissioner Rebholz said I guess that's another way of putting it, just stop.

Mr. Alligood said what I'm saying is if we had done it, if we had gone down the path of saying we're doing infrastructure we would look into the 2024 encumbrance, 2026 complete expenditure. He said because we're not doing it that way, we're doing a revenue offset and supplanting our public safety funds with it that takes away all of the restrictions as long as it's for public purpose then we can use those funds for that and it's simply going to roll into fund balance and you're not going to have any of those time restrictions. He said so if the Board says the market is too volatile right now besides SCADA, let's wait and let the market stabilize and get some better prices you're okay doing that. He said we're under no time restraints with the federal government.

Commissioner Rebholz said but we also don't know what the total, I mean I understand this, we don't know what the real number for broadband is.

Mr. Alligood said we don't, but you've already set aside $4 million for that.

Commissioner Rebholz said right but we're also saying we're going to spend up to $6 million on mega-sites and we've got $2 million at the bottom of this line so why don't' we wait and sort it all out and then decide where we're going to spend all that money. He said so that's the motion, we stop any additional spending on the water system besides SCADA and what we just passed until we're able to sort out all this additional finance commitments.

Commissioner Richardson said I have a question. He said what's the lump sum amount of money that we're talking about that's set aside that we rolled over.

Mr. Alligood said the total $9.2 million that we received from the federal government is, if you take off the $4 million, or the Board has said you're going to set aside $4 million for broadband. He said the remaining amount of that money we're using as a revenue offset, the federal government said we could claim a revenue offset and then supplant our existing budget money which would then roll to fund balance which essentially frees up all the restrictions and takes away the times constraints.

Commissioner Richardson said I understand that I just want to know how much money we have in this particular system, and that's the $9,128,000 and then we start deducting from that.

Mr. Alligood said the $4 million the Board set aside for broadband; the rest is what you have left out there.

Commissioner Richardson said okay, I just want to comment on the motion. He said I understand the motion, I don't have a problem with it, it's probably the smart business thing to do with the volatility that's in all of the markets now but you do need to keep in mind it might be wise that at some point in here we ask Ms. Smith to have the engineering done on these projects because what's going to happen when things start getting easier, everybody is going to want it at the same time so the people that have the shovel ready projects are the ones that are going to be able to get them done in a reasonable amount of time otherwise you may lose out all together so just keep that in mind.

Commissioner Deatherage said today the price of oil went down $10.00 all in one day. He said it went down not because of supply and demand btu because people are afraid of a recession that seems eminent at this point so if there's going to be a recession, and I think this one is going to be a doozy, I think materials are going to go down in cost and I think labor is going to go down in cost, so I think it's wise to wait.

Ms. Smith said I would ask is there any type of timeframe because some of these projects, obviously if you recall, many projects were lumped together in one dollar amount when it was approved but there are some of these projects that, they need to be done. She said I would be willing to go ahead and get bids on these and present these to you if allowed. She said there's some boars and repairs that, for the quality of the system, I would recommend we do.

Commissioner Rebholz said the state will award the GREAT Grant on the broadband this month. He said following that is the next round of funding. He said they have released the preliminary on it, but they haven't released the total detail on it, which is supposed to be released in August. He said so until we can understand what that commitment will be I don't know as we can give you a correct answer.

Vice-Chairman Langley said I think what you should do if things are really essential to you bring it back to us.

Motion: Commissioner Rebholz motions to stop all water projects funded with ARPA funds, with the exception of the SCADA project and the $187,000 for the Swan Point Waterline Extension until a future date. Commissioner Deatherage seconded. The vote was unanimous.

Chairman Waters said you also have the instructions that if you have a project that needs to be done to bring it back to us and we'll take a look at it.

Ms. Smith said yes sir.

See Addendum 4

American Rescue Act Plan Funds

Ms. Anita Radcliffe said so my first item was going to be to review the ARP funding, which we just kind of did. She said everybody has a handout of a spreadsheet that says Beaufort County ARPA funding uses. She said do we need any further discussion on that. She said I can give you an updated number based on the vote just to take out the four water projects we just eliminated or put on hold. She said the four elevated tank mixers, the directional drill on Highway 99, the various line upgrades and the water issues at the railroad crossings. She said those total $722,000 so we have a new remaining available balance of $2,717,034.

Vice-Chairman Langley said my question is about the library. He said is there some way we can give some to the libraries? He said I'm talking about BHM but I'm not talking about the Martyn or Hyde, I'm talking about the four libraries here in Beaufort County which is here in Washington, Aurora, Bath and Belhaven.

Ms. Radcliffe said essentially, at this point, what we've demonstrated to the federal government is that we've used our full $9.218 million distribution as a revenue loss, and they've allowed us to do that even though our revenues were through the roof. She said our sales tax have been great, we've sustained ad valorem tax collections. She said they said if you receive $10 million or less, which we did, we're just going to let you sign something and claim it as a revenue loss even if you didn't have losses so essentially what has happened is we took that revenue loss on our report and every bit of this has rolled to fund balance, which is going to make for us, compliance reporting goes away, all the deadlines go away, all the rules go away, we can spend it on whatever we want now. She said so to answer your question, yes you can spend it on libraries now, you can spend it on solid waste, practically anything you want to.

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

School Tax Statutory Funding

Ms. Radcliffe said we've been talking about this for a couple of months. She said this shouldn't be new but there is a statutory calculation on the amount of money we must give the schools for school capital. She said we are required by law to give them 30% of our Article 40 sales tax distributions, 60% of Article 42 sales tax and 100% of the lottery proceeds that we get from the state and as we've been talking about each month, our sales tax has been extremely high during fiscal year 21/22 and also, with all the debt refinancing that we did our interest payments on the school debt went down as well so those two things coupled together has caused us to have to make an additional payment to the school for school capital. She said you can see that calculation on page 252, I'll just walk you through that. She said so we know that our actual distributions from July 2021 through March 2022 totaled the $2,711,518 and I've estimated what the April, May and June collections for sales tax would be, remember there's a three-month lag, we don't know what those numbers are yet. She said I'm estimating those to be $839,710, giving us a total of what's owed to the schools. She said that's the $3.51 million. She said then if you look at what we paid the school in cash payment for their school debt and also what we paid on behalf of the school for the school debt payments on their buildings they totaled the $3,006,255 so I am estimating an additional amount of $544,973 will have to go to the schools. She said there's really no question about that, there's no decision you have to make on that, it's going to have to be paid no matter what. She said that's owed to them per state statute. She said the question I do have for you tonight, and the direction that I do need is we do get to decide how that is paid to the schools. She said I know that when the school was presenting their fiscal year 22/23 budget they requested that we set aside $500,000 for them for future IT capital needs so that is an allowable way for us to allocate this money to the schools. She said we can pay it to them directly, mail them a check, they can spend it on capital however they chose or as a Board you can choose to actually set that money aside for them in a capital reserve fund to pay it to them at a later date when they need to replace, for example, IT equipment. She said so that's what I need from you tonight is which option you want to go with.

Commissioner Richardson said let me go back in history on this. He said it's not so much a matter of mailing the schools a check, but we get to participate in what they do with their capital funds, and we have not done that in the last five years.

He said we have walked away from that participation. He said we need to be back involved in that. He said there are needs in the schools, there are things in the schools the Commissioners should have their hands on. He said I don't have a problem with putting it into the capital reserve fund and they can come back to us and say what they want to spend it on, but the Commissioners do control the capital budget for the schools and what they do spend the money on. He said I'm hearing of needs in places that the schools are not addressing so I think we need to get back in the game on that, but I don't have a problem with the motion of what the Finance Officer is suggesting.

Chairman Waters said would you like to make a motion to that affect.

Commissioner Richardson said yes but I'm having trouble coming up with the words. He said my motion is that we put the money in the capital reserve fund and the schools can request the use of those funds. He said the present intent is we fund their IT needs at some point in the future but that doesn't mean this money is severely restricted to that end use.

Motion: Commissioner Richardson motioned to place the funds in a capital reserve fund for the schools to make a request to use at a later time. Commissioner Deatherage seconded.

Commissioner Rebholz said can you specify exactly what it can be used for when you put it in a reserve. He said can you specify IT.

Ms. Radcliffe said you could but when you do that you paint yourself in a corner and that's what it must be used for. She said if you just say it's for capital needs that gives you the discretion moving forward for what it is spent on.

Commissioner Rebholz said but they've already told us that they need $500,000 for replacement of the IT.

Ms. Radcliffe said as I recall in their request to you they did request that we set up $500,000 for IT needs.

Commissioner Rebholz said because all those tablets those kids have are going to have to be replaced. He said they're going to end up at end of life so it's going to be replaced somehow.

Commissioner Richardson said let me wade into this a little bit, I think we need the flexibility to decide how to use this money. He said for one thing I think IT is overemphasized in our schools. He said I used product of Beaufort County Schools and I can tell you right now I'm teaching high school graduates how to form letters, how to make numbers. He said guys, there's some serious problems over there that don't have anything to do with IT and we've been overemphasizing IT. He said let's put these funds into something that's flexible that can be used for the benefit of the whole school system.

Commissioner Booth said the only thing that I say is, Finance Officer, the law states that is there money and they asked us to set aside $500,000 for IT purposes. He said I don't have a problem with sending them their money, it's their money and if that's the answer to their IT problem that they say they have, and I know I'm going to get lampooned for saying this, I'm not a school board member and I don't' feel like I need to micromanage the school board.

Commissioner Richardson said I'm not so sure about that, isn't your wife a school board member.

Commissioner Booth said is my wife sitting here.

Commissioner Richardson said no but you are.

Commissioner Booth said how about you be quiet and let me finish.

Commissioner Richardson said I don't have to be quiet.

Commissioner Booth said why do you want other folks to be quiet when you're lying.

Commissioner Richardson one of us is lying.

Commissioner Booth said you're lying, and a thief.

Chairman Waters said Commissioner Booth go ahead and finish.

Commissioner Booth said you should've told him to hush, he was out of order. He said you're telling me, that's what you should've told him. He said what I'm saying is, and I told you I was going to get lampooned for saying that but when you start to micromanage other folks' money and being bullied into micromanaging other folks' money you open yourself up for lawsuits and stuff.

Ms. Radcliffe said I think the only thing I would caution you too is if some grant funds became available for IT items at schools and we've got some money specifically earmarked for that they may not need as much as they think. She said I'm just trying to think of a situation where they might not end up needing that money for IT.

Commissioner Booth said but we still have to give them the $540,000.

Ms. Radcliffe said we have to give them the money either way and if you set it aside in a capital reserve fund for the schools they're going to get that money and then it can be decided how and what it's going to be spent on at the time that it's given to them when we have more information, I would think.

Commissioner Walker said if we're not going to give them all of it up front then I think we should put it in an account and let them come to us and say this is what we need, and this is how much we need to do it and then it doesn't matter if it's IT or whatever.

Ms. Radcliffe said you can certainly do it that way.

Chairman Waters said if I remember correctly, they used part of their funds that came in during the last two years, are they trying to get $2.5 million set aside over a five-year period or did I misunderstand that.

Ms. Radcliffe said I don't remember.

Chairman Waters said you don't remember what the total was. He said it was a pretty big number.

Mr. Alligood said it's the ESR Funds, but they've got some restrictions on that, they've got some time restrictions as well and I think the request from the school was we've got this money, we were able to all this IT stuff, we know this bill is coming due in four years or five years or whenever these fund sources are depleted and we're asking you to set those funds aside. He said to Commissioner Walkers point and to the Finance Officers point, if you set it aside and say it is for IT then you are locked into that. He said you could say we're going to set it aside in a capital fund and say it is for capital and like Commissioner Walker said they could then come and ask you. He said maybe in three or four years there's a better way to do IT and it's only $300,000. He said if you say IT then you've got to give them that $500,000 for IT so don't box yourself into a corner.

Commissioner Walker said unlike PVC piping, IT has gone down in price so it might be a good thing to get us out of the IT pigeonhole and just put the money in there and let them come to us. He said then we get to say it's a good idea or not at least. He said we get to hear if it's a good idea or not.

Chairman Waters said we get to hear how they're going to fund IT when it comes up if they use this for another purpose.

Commissioner Walker said right but there's always grant opportunities.

Chairman Waters said any other discussions before we vote.

Commissioner Walker said say that motion again.

Motion: Commissioner Richardson motioned to set the money aside in a capital reserve for the school system. Commissioner Deatherage seconded.

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

See Addendum 5

Enforcement of Noise Ordinance

Commissioner Richardson said enforcement of the noise ordinance, I've been bringing this up every month for a while now and the Manager was going to make some contacts from the last meeting so I would ask him to tell us where we are with the enforcement of the noise ordinance.

Mr. Alligood said to speak to that, on the, there's a couple places. He said there's the County noise ordinance which is chapter 92 and what I would say to you in regard to what I heard the concern was about, mostly motor vehicles and other things, I don't know, it would be my non-attorney opinion that you would have a very difficult opportunity to enforce your current County noise ordinance as it relates to that. He said if the Board wants to make a legal argument to add additional constraints to that type of noise then I think you need to be doing an in-depth review of your existing noise ordinance and update it significantly. He said I just don't think there's enough there.

Commissioner Richardson said yeah, I understand where you're coming from with that but is there anything that Highway Patrol, is there anything for noisy vehicles. He said I just can't believe that you can gut a muffler and rip up wherever you want to.

Mr. Alligood said there is. He said in chapter 20, it's actually chapter 21-28, it talks about exhaust systems and mission control devices, Mr. Booth you may be able to speak to it better than I can but under that statute it says it shall be unlawful to use a muffler cutout, shall not drive a motor vehicle on the highway unless the motor vehicle is equipped with a muffler and exhaust system that's in good working order. He said so there is some language in there requiring that, that if there is excessive they can do that. He said now in the City of Washington where you said you had the most complaints.

Commissioner Richardson said well I've had complaints from out in the County too.

Mr. Alligood said so the City of Washington has a pretty extensive noise ordinance that they just recently updated, and it speaks specifically to what they call in section 21 – 25, the Nuisance sound or noise and it speaks to the use of an automobile, motorcycle, or other vehicle out of repair, loud in such a manner to create loud or unnecessary grating, grinding, rattling, or other noise or number five, the discharge into the open air of the exhaust of any stationary internal combustion engine or motor vehicle. He said they do have discretion. He said they have in their ordinance where they can use noise meters to determine that but also in section 21-27, sound or noise violations that are not based on sound level meters, an officer or city employee responding to a sound or noise complaint may, in the officers or city employee's discretion issue a civil citation or enforce any of these penalties. He said so they do allow in their ordinance the discretion of a law enforcement officer or a city code enforcement person to say no I don't have to use a sound meter; I know that's excessive and issue a citation for it. He said like I say, if, in my non-attorney opinion, if that's something you're wanting to do from a countywide perspective, obviously it wouldn't apply in existing municipalities but out in the unincorporated areas of the County there needs to be a significant review and update of the County Noise Ordinance.

Commissioner Richardson said okay, well, the complaint that I have goes like this, a neighbor that doesn't get along well with this particular person rips up and down the road with his muffler blasting just to make trouble and just to make noise. He said it may be worthwhile, even if you're on the edge of looking at the noise ordinance, since it would be that part of motor vehicles would be enforced by the state we may, would it be possible to get someone from the state to come and give us a presentation on how they enforce noise ordinance, how they enforce noise.

Commissioner Booth said may I. He said I can tell you now that what he just read to you is about as vague as our County ordinance. He said these county ordinances, the statutes, and correct me if I'm wrong Chief, the statutes about some of these mufflers, these flow masters or whatever you call them, they are manufactured mufflers. He said your problem comes when you do something crazy with a muffler. He said these loud mufflers that you hear with the big tailed and open ones, that is certified. He said it's the same with tinted windows, you can complain all you want but I don't think you will find a law enforcement officer in the world, unless he's trying to make himself a name, that will give you a ticket for a loud muffler because he can't take the muffler and carry it to court. He said that's the problem. He said it's real vague, but those mufflers are certified. He said they're sold at O'Reilly's, they're sold at Advanced, they're sold at anywhere you want to buy.

Commissioner Richardson said there has to be another way to get at this issue because it just doesn't make sense that some people can abuse other people with noise.

Mr. Alligood said so I think from the Boards perspective if the Board is so inclined to have the County Attorney review the existing noise ordinance policy and bring back some language that strengthens that relating to motor vehicles or other noise, similar to the way the City of Washington has done it, if the Board is so inclined we can do certainly ask the County Attorney to do that.

Commissioner Booth said there isn't anything wrong with asking him.

Chairman Waters said I would think that's appropriate and as you sent an email out to everyone, I guess it was yesterday or today, we do have a concern in one of the subdivisions as it relates to potential noise.

Mr. Alligood said so I will speak to that really quickly. He said there is, as I referenced in the email, there is a general statute relating to that, so you have to remember that unless you institute a moratorium on whatever it is that you're concerned about then any action that the Board takes doesn't go back and capture existing issues, so you're grandfathered. He said so under this instance the State of North Carolina reads if that facility was in existence and doing what it was doing, a shooting range, and then you came in and put a noise ordinance in place, if it was in existence prior to you acting on that rule then they're okay and they don't have to comply with that. He said the codified that in state law but generally for County ordinances it's the same way. He said you can't be retroactive on something. He said unless you, and you did that before when we were dealing with solar farms. He said the Board actually enacted a moratorium on solar farms while you were putting together your solar farm ordinance so that nobody could sneak in under the radar before you could put your ordinance in place. He said unless you want to do something like that it's the only way to stop something without having your ordinance in place. He said did we get a direction on that. He said do you want us to take that to the County Attorney with the direction of the Board.

Chairman Waters said everybody is in agreement, okay.

Combating Illegal Drugs in Beaufort County

Commissioner Richardson said my next item is something I've had on here before and I'm going to continue for a while. He said I don't think this board has been serious enough about lobbying the legislature about illegal drugs. He said we're to permissive drugs, illegal drugs are slowly but surely destroying the United States of America and Beaufort County is included in that. He said I see more and more people, personally, that have been harmed by the use of illegal drugs. He said I think we're working on the wrong end of the horse when we go out and we say we're going to get people back on their feet again, we're going to put them through a psychological program, we're going to make them understand that this is not the thing to do. He said the recidivism of people reusing drugs is incredible, an incredibly high rate. He said I put an estimate of 1/3 of the jail, 1/3 of Social Services and 1/3 of law enforcement is here because of illegal drugs. He said there are other experts that would go much higher than what I estimate this is. He said some numbers go as high as 50%, maybe higher than that. He said I know there's not a family in this County that has not been impacted by the use of illegal drugs. He said I also see people that supposedly are normal and after you've been around them for a while you can tell, they may have only used drugs one time, but it changed them. He said we need to lobby the legislature, we need to take a strong position on illegal drugs and we need to take a strong position, not on saving the people and buying more Narcan, that's the wrong way to solve this problem, we need to take a strong position on anyone that's dealing drugs for any kind of financial gain is going to go to prison for enough time that they're not going to want to do it again and anybody else is thinking about selling illegal drugs is not going to want to do it because the penalty is so high. He said I've talked to judges about this, the judges all say the same thing, until you are willing to make the penalty high enough for the sale of illegal drugs this is not going away and I would ask that you take a look at prohibition in the 20's, liquor, when liquor was illegal, how did that work. He said you had judges bribed, you had lawyers bribed, you had police bribed. He said on and on it went. He said there is a lot of money in this stuff, aside from the fact that you may justify your job because of the presence of drugs. He said we need to make a stronger push on this and again, I'll ask this Board to please, let's talk about, if not tonight then at the next meeting, how are we going to lobby the legislature to get stronger laws on illegal drugs from the standpoint of the people who are selling them, not the people who are using them. He said that's the wrong end of the problem.

Sheriff's Operating Hours and Schedule

Commissioner Richardson said I have a concern. He said when does the Sheriff work. He said I made a request, and the Clerk tells me she forwarded it to the Sheriff's Office. He said what is the Sheriff's office schedule from now till the end of the year. He said I can say this, my office backs up to the Sheriff's Office and I see a lot of what's going on. He said the Sheriff wasn't coming to work before he lost the primary election and I've seen him twice, seen his vehicle there twice since the primary election. He said we're going to pay him over $50,000 since the primary election so when does the Sheriff work and I don't want to hear about the privilege of elected offices, setting your own hours and that sort of thing because public officials should not be allowed to abuse the public.

Closed Session – Personnel

Ms. Mosher read the Board into closed session.

Motion: Vice-Chairman Langley motioned to go into closed session. Commissioner Booth seconded. The vote was unanimous.

Motion: Vice-Chairman Langley motioned to come out of closed session. Commissioner Walker seconded. The vote was unanimous.

Mr. Alligood said I have three personnel related items for you. He said first of all a request that the Board approve a reclassification of the Administrative Support Assistant to an Administrative Specialist in the County Managers Office.

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

Mr. Alligood said the second item is related to the Emergency Services department and that is to name Chris Newkirk as the acting Emergency Services Director and adjust his salary appropriately within the range and to make that designation as Acting retroactive to June 21, 2022.

Motion: Vice-Chairman Langley motioned to approve appointing Chris Newkirk as Acting Emergency Services Director, retroactive to June 21, 2022. Commissioner Rebholz seconded. The vote was unanimous.

Mr. Alligood said the last item I have for you is related the to Economic Development Specialist position in Economic Development and that is to make a one-time lump sum payment for services that were provided during the time in which we did not have a director in place, to compensate for additional work duties during that.

Motion: Commissioner Booth motioned to approve the one-time lump sum. Commissioner Rebholz seconded. The vote was unanimous.

Commissioners Comments

Commissioner Richardson said I just want to say one sentence, this drug thing, we really need to get behind it, it's destroying our people.

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

Adjourned at 7:45 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

Addendum 1

Items for Consent

1. Surplus, Elections
2. Late Application for Tax Relief
3. Tax Office Refunds
4. Health FY 23 Influenza Vaccine Purchase
5. Reporting of Health Dept Inter-Departmental Budgetary Reallocation
6. Budget Amendment, Finance
7. Budget Amendment, Project Acorn
8. Appointment to Steering Committee on Aging
9. Minutes Approval – Katie Mosher, Clerk to the Board

2022 LATE FILINGS FOR EXEMPTIONS

NAME	DATE FILED	QUALIFY	TYPE OF APPLICANT	ADDRESS
WILLIAM AND BARBARA HARVEY	06/23/2022	YES	ELDERLY	202 BAY DRIVE
ELLA AND ALEXANDER SMITH	06/22/2022	YES	ELDERLY	355 KEYSVILLE RD
THOMAS BLANTON	06/15/2022	YES	DISABLED	417 BRICK KILN RD
DREMA HERWIG	06/08/2022	YES	DISABLED VETERAN	2925 HWY 33 W
LENORA KEYES	06/08/2022	YES	DISABLED	6745 OLD SAND HILL RD
EMMA LANGLEY	06/10/2022	YES	ELDERLY	2693 CHERRY RUN RD
ERIC AND MARIA LUND	06/10/2022	YES	DV	144 WASHINGTON HARBOR

Date run: 6/24/2022 1:32:10 PM

TR-406A Refund Detail Report

NCPTS V4

406A REFUNDS 05/26 - 06/23

Report Parameters: Refund Status: **ONHOLD**

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Transaction Finance	Refund Amount ($)
879919	BRENDA M EBRON	PO BOX 11 BELHAVEN, NC 27810	Refund on Bill # 0000030488-2014-2014-0000-00	6/9/2022 7:00:14 PM	186.38
Total					**186.38**

North Carolina Vehicle Tax System

JUNE 1 - JUNE 23RD REFUNDS OVER $100

NCVTS Pending Refund report

Report Date 6/24/2022 1:17:36 PM

Payee Name	Primary Owner	Refund Type	Bill #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BOGARD, DAVID ASHLEY	BOGARD, DAVID ASHLEY	Proration	0050461651	Refund Generated due to proration on Bill #0050461651-2021-	Vehicle Sold	06/02/2022	G01	Tax	($103.09)	$0.00	($103.09)
							F61	Tax	($9.90)	$0.00	($9.90)
										Refund	$112.99
BOGARD, MELANIE GREGG	BOGARD, MELANIE GREGG	Proration	0064026293	Refund Generated due to proration on Bill #0064026293-2021-	Vehicle Sold	06/13/2022	G01	Tax	($106.75)	($5.34)	($112.09)
							F61	Tax	($10.24)	($0.51)	($10.75)
										Refund	$122.84
GAUTHIER, DENNIS RENE	GAUTHIER, DENNIS RENE	Adjustment >= $100	0066949439	Refund Generated due to adjustment on Bill #0066949439-2021-2021-0000-00	Over Assessment	06/06/2022	G01	Tax	($284.62)	$0.00	($284.62)
							C01	Tax	($241.36)	$0.00	($241.36)
							C01	Vehicle Fee	$0.00	$0.00	$0.00
										Refund	$525.98
NANNEY, ROBERT LEO II	NANNEY, ROBERT LEO II	Proration	0064581125	Refund Generated due to proration on Bill #0064581125-2021-2021-0000-00	Vehicle Totalled	06/06/2022	G01	Tax	($130.88)	$0.00	($130.88)
							F60	Tax	($9.01)	$0.00	($9.01)
							E12	Tax	($10.47)	$0.00	($10.47)
										Refund	$150.36
SADLER, ALICE MILLS	SADLER, ALICE MILLS	Proration	0046100733	Refund Generated due to proration on Bill #0046100733-2021-2021-0000-00	Vehicle Sold	06/15/2022	G01	Tax	($128.65)	($7.40)	($136.05)
							C01	Tax	($109.09)	($6.27)	($115.36)
							C01	Vehicle Fee	$0.00	$0.00	$0.00
										Refund	$251.41
TIDELAND EMC	TIDELAND EMC	Adjustment >= $100	0066521042	Refund Generated due to adjustment on Bill #0066521042-2021-2021-0000-00	Exempt Property	06/09/2022	G01	Tax	($116.19)	$0.00	($116.19)
							C04	Tax	($29.74)	$0.00	($29.74)
							RES08	Tax	($9.30)	$0.00	($9.30)
										Refund	$155.23
WASHINGTON HOUSING AUTHORITY	WASHINGTON HOUSING AUTHORITY	Adjustment >= $100	0067178615	Refund Generated due to adjustment on Bill #0067178615-2021-2021-0000-00	Exempt Property	06/20/2022	G01	Tax	($161.81)	$0.00	($161.81)
							C01	Tax	($137.22)	$0.00	($137.22)
							C01	Vehicle Fee	($5.00)	$0.00	($5.00)
										Refund	$304.03
WYATT, VONDA KAY	WYATT, VONDA KAY	Proration	0051873962	Refund Generated due to proration on Bill #0051873962-2021-	Reg . Out of state	06/03/2022	G01	Tax	($124.39)	$0.00	($124.39)
							C05	Tax	($117.42)	$0.00	($117.42)
										Refund	$241.81
										Refund Total	$1864.65

880195	580707	#####	WKINION N/A	0009469542-2013-2013-0000-00	REI	$205.52	$205.52
WOOLARD, QUEENIE 632 NECK RD WASHINGTON NC 27889							
880146	580684	#####	~~JEFFERSON~~ Pin # 66004579982	0000046853-2020-2020-0000-00	REI	$118.17	$106.97
TAYLOR, JOHN MARK 1986 OLD BALSAM ROAD WAYNESVILLE NC 28786							
880153	580678	#####	C9BEATB Pin # 5654758977	0000028570-2021-2021-0000-00	REI	$225.98	$225.98
ALLIGOOD, DONALD JR 80 PHILIPE COURT CHOCOWINITY BEAUFORT NC 27817							
	879476	580561	N/A #####	0009546697-2021-2021-0000-00	IND	163.44	$163.44
RAWLS, ERNEST D 1478 NC HIGHWAY 903 N GREENVILLE NC 27834-6005							
872453	579625	#####	WKINION Pin # 5686576677	0000027458-2021-2021-0000-00	REI	$172.27	$127.30
CRAWFORD, WESLEY 135 PORTSIDE DRIVE CHOCOWINITY BEAUFORT NC 27817							
878143	580282	#####	0000033329-2021-2021-0000-00 N/A	0000033329-2021-2021-0000-00	IND	$177.72	177.72
LANE, WILLIE EUGENE JR ASBURY CHURCH RD PO BOX 932 WASHINGTON, NC 27889							

Beaufort County
Finance

Budget Amendment Request

Department: **HEALTH**

Date of Request: **06/07/22**

FY Budget: 2021/2022 #34

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105120-539300	Temporary Employee Services	$1.00	
105120-539303	Temporary Employee Services COVID		$1.00
105158-523900	HP Medical Supplies		$178
105158-523100	HP Educational Supplies	$150	
105158-531000	HP Professional Development	$28	
105167-526000	WIC Office Supplies		$45
105167-523900	WIC Medical Supplies	$44	
105167-532500	WIC Postage	$1	
105120-523900	Immunization Medical Supplies		$4,000
105166-519300	Healthy Living Professional Services	$4,000	

Department Justification: Reallocating to cover expenditures

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

County Position No. ___________

State Position No. ___________

APPROVAL	SIGNATURE	DATE
Department Head	[signature]	6/7/22
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. ____________ Reference No. ____________	

14/15

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

July 1, 2022

Mr. Bryant Buck, Executive Director
Mid-East Commission
1502 North Market Street, Suite A
Washington, North Carolina 27889

Subject: Mid-East Rural Planning Organization
FY23 Special Study Approval – Mid-East Greenway Feasibility Study - NCDOT Contract #: 7500025360, **WBS# 50343.4.22**

Dear Bryant:

NCDOT's Transportation Planning Division (TPD) has reviewed and approved your application for reimbursement of Federal and State funds in the amount indicated for the planning study identified in the table below. Prior to start of the study, the RPO must amend their FY23 PWP to include the below information and a narrative description of the project.

FY 2023 Special project Mid-East RPO additional funds approved by NCDOT WBS# for this study: **50343.4.22**				
Name of study awarded FY23 funds	80% Federal SPR funds	15 % State match (in accordance with SB 136-214)	5% local match	Total not-to-exceed amount to be programmed in work plan for this study Federal, State, + local match
Mid-East Greenway Feasibility Study **WBS: 50343.4.22**	$112,000	$21,000	$7,000	$140,000

Note that this study has a different WBS number and different percentage local share than the RPO's FY23 operations quarterly invoices. Be sure your invoices to NCDOT for this special study clearly identify total amounts spent, and the amount requested per the percentages noted in the table on this letter. You may wish to send separate, study-specific invoices for reimbursement by NCDOT if it helps to keep track of expenses.

Please reference TPD's procurement walk through to guide you through the various steps required to procure a consultant to perform the study. Be sure your TPD coordinator is involved in every step of the process including the consultant selection committee. Remember to not enter into a contract until the draft cost proposal has been reviewed by NCDOT's OIG office and addresses any comments they may have. If a member jurisdiction will be performing the study, your LPA may require a separate intergovernmental agreement to allow your LPA to pay that jurisdiction. (NCDOT can only reimburse the LPA if the LPA provides proof of expenditure of the funds by the LPA.)

By agreeing to use/be reimbursed with these funds, the recipient agrees that any charges above and beyond the Federal and State amounts shown above will be the sole responsibility of the LPA. It is the responsibility of the recipient to abide by pertinent state and federal regulations.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

If you have any questions, please do not hesitate to call or email me at (919) 707-0901, jalavi@ncdot.gov.

Sincerely,

Jamal Alavi

Jamal Alavi, P.E.
Director, Transportation Planning Division

cc: Scott Walston, PE, Group Supervisor, TPD
Liamcy Hogan-Rivera, Coordinator, TPD

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PLANNING DIVISION
1554 MAIL SERVICE CENTER
RALEIGH, NC 27699-1554

Telephone: (919) 707-0900
Fax: (919) 733-9794
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

Beaufort County Finance

Budget Amendment Request

Department: Inspections/Planning

Date of Request: 7/5/22

FY Budget: 2022/2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0200-489000	Miscellaneous Income	138,250	
10-0991-499100	Fund Balance Appropriated	1,750	
10-4900-549101	Mid-East Commission	140,000	

Department Justification: To budget for Mid-East RPO Washington-Greenville Greenway study.

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

County Position No. ____________

State Position No. ____________

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

14/15

Beaufort County Finance

Budget Amendment Request

Department: **Project Acorn Grant Fund**

Date of Request: **7/5/22**

FY Budget: 2021/2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
145-3490-452497	Local Contribution	20,000	
145-4990-519211	Grant Administration	20,000	

Department Justification: To budget for $20,000 contribution from local industrial business for grant administrative work performed by the Mid-East Commission.

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. ______________	

NEW

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. Aging Steering Committee 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: Sandra H. Smith Sex: Female
Residence Address: 75 Donna Ave Race: African American
City and Zip Code: Vanceboro, NC 28586

Mailing Address (If different): ______
City and Zip Code: ______

Home Phone No.: ______
Cell Phone No.: 252-943-9831
Work Phone No.: ______
Fax No.: ______

Employer: Retired
Job Title: ______

E-mail Address: lldysmthagmail.com

Do you live within the extraterritorial jurisdiction of a municipality? ______

Educational Background:
Name of High School Attended: Aurora High School
Name of College Attended: ______
Degree Received: ______

Please list any military experience: None

If you are presently serving as an elected or appointed official, please explain:

Please list current/past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience: Took CHW Class - Not Certified as of yet
Taking Type 2 Diabetes Call

Volunteer Experience: Meals on Wheels
Community Health Worker in community

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: Darlene H. Smith
Date: 6/13/2022

* 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.**

STATEMENT OF INTEREST TO SERVE

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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. ~~Beaufort County Agency~~ Aging Steering Committee 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: Richard Louis Brooks
Residence Address: 820 Boston Ave
City and Zip Code: Washington NC 27889

Sex: Male
Race: Black

Mailing Address (If different): ______________________
City and Zip Code: ______________________

Home Phone No.: 252-946-6607
Cell Phone No.: 252 944-3541
Work Phone No.: ______________________
Fax No.: ______________________

Employer: ______________________
Job Title: ______________________

E-mail Address: ______________________

Do you live within the extraterritorial jurisdiction of a municipality? ____________

Educational Background:
Name of High School Attended: P. S. Jones
Name of College Attended: ______________________
Degree Received: ______________________

Please list any military experience: ______________________

If you are presently serving as an elected or appointed official, please explain:
City Council Mayor-Protem

Please list current/past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience: Du pont

Volunteer Experience: Salvation Army
Volunteer Fireman

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: Richard Louis Brooks
Date: 10/13/22

* Please feel free to attach a resume if so desired.

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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. Aging Steering Committee ~~Beaufort County Agency~~ 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: Mary L. Brooks
Residence Address: 820 Boston Ave
City and Zip Code: Washington NC 27889

Sex: Female
Race: Black

Mailing Address (If different): ______________
City and Zip Code: ______________

Home Phone No.: 252-946-6607
Cell Phone No.: 252 945-6340
Work Phone No.: ______________
Fax No.: ______________

Employer: ______________
Job Title: ______________

E-mail Address: ______________

Do you live within the extraterritorial jurisdiction of a municipality? ______________

Educational Background:
Name of High School Attended: P. S Jones
Name of College Attended: ______________
Degree Received: ______________

Please list any military experience: ______________

If you are presently serving as an elected or appointed official, please explain:

Please list current/past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience: National Spinning

Volunteer Experience: Mid East Advocate for Residents
Salvation Army
House of Hope

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: Mary L. Brooks
Date: 6/13/22

* Please feel free to attach a resume if so desired.

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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. Beaufort Steering Com on Aging (Aging Steering Committee) 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: William Reed
Sex: M
Residence Address: 1684 Carrow Rd
Race: C
City and Zip Code: Chocowinity, NC 27817

Mailing Address (If different): ______________________
City and Zip Code: ______________________

Home Phone No.: 252-946-6334
Cell Phone No.: 252-402-6710
Work Phone No.: ______________________
Fax No.: ______________________

Employer: Retired
Job Title: ______________________

E-mail Address: —

Do you live within the extraterritorial jurisdiction of a municipality? ______________

Educational Background:
Name of High School Attended: ______________________
Name of College Attended: NB. BS
Degree Received: BS. Bus Adm.

Please list any military experience: 22 yrs

If you are presently serving as an elected or appointed official, please explain:

____

Please list current/past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience: ______________________________

Volunteer Experience: ______________________________

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: ______________________________

Date: 6-13-2022

* Please feel free to attach a resume if so desired.

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STATEMENT OF INTEREST TO SERVE

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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. Aging Steering Committee
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: Gregory Satterthwaite
Residence Address: 212 George St
City and Zip Code: Belhaven NC 27810

Sex: male
Race: BlK

Mailing Address (If different): ______
City and Zip Code: ______

Home Phone No.: ______
Cell Phone No.: 252-494-0590
Work Phone No.: ______
Fax No.: ______

Employer: ______
Job Title: ______

E-mail Address: grandjour@gmail.com

Do you live within the extraterritorial jurisdiction of a municipality? Yes

Educational Background:
Name of High School Attended: Westinghous H.S
Name of College Attended: Antelope Valley
Degree Received: AA

Please list any military experience: US Air Force

If you are presently serving as an elected or appointed official, please explain:
Belhaven Board, Alderman

Please list current/past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience: ____________________

Volunteer Experience: Board of BCSS
Mid East
Belhaven Museum

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: Greg Satterthwaite
Date: 6/13/22

* Please feel free to attach a resume if so desired.

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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. BC Steering Committee on Aging
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: JaNell Octigan
Sex: F
Residence Address: 2608 Dakota Dr.
Race: W
City and Zip Code: Greenville NC 27858

Mailing Address (If different): ______
City and Zip Code: ______

Home Phone No.: ______
Cell Phone No.: 252-531-1071
Work Phone No.: 252-940-5090
Fax No.: 252-940-8430

Employer: Beaufort County Health Dept.
Job Title: Preparedness Coord / HSPIV

E-mail Address: janell.octigan@bchd.net

Do you live within the extraterritorial jurisdiction of a municipality? no

Educational Background:
Name of High School Attended: D.H. Conley
Name of College Attended: East Carolina University
Degree Received: Masters of Public Health

Please list any military experience: none.

If you are presently serving as an elected or appointed official, please explain:

Please list current/past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience: Beaufort Co. Health Dept (9 years)

Volunteer Experience:

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: [signature]
Date: 4/11/22

* 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.**

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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. BC Steering Committee on Aging 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: Loretta Younger Sex: Female
Residence Address: 360 Swindell Rd Race: African American
City and Zip Code: Pantego NC 27860

Mailing Address (If different): ____________________
City and Zip Code: ____________________

Home Phone No.: 252 943 3440
Cell Phone No.: 252 943 4975
Work Phone No.: N/A
Fax No.: ____________________

Employer: ____________________
Job Title: ____________________

E-mail Address: loretta.younger@gmail.com

Do you live within the extraterritorial jurisdiction of a municipality? ____________

Educational Background:
Name of High School Attended: Graduated
Name of College Attended: ____________________
Degree Received: ____________________

Please list any military experience: ____________________

If you are presently serving as an elected or appointed official, please explain:

Please list current/past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience: Nat'l Exec Administrator

Volunteer Experience: secy for 4 organizations
BCh3C, HEAL,
Zion Temple FWB Church
BCHS Alumni + Community Center

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: Loretta Younger
Date: 4/11/22

* 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.**

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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. Steering Comm. on Aging   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: ANN-MARIE MONTAGUE
Residence Address: 6000-23 RIVER RD.
City and Zip Code: WASHINGTON, 27889

Sex: F
Race: Caucasian

Mailing Address (If different): ______
City and Zip Code: ______

Home Phone No.: —
Cell Phone No.: 252-714-1904
Work Phone No.: 252-975-1138
Fax No.: —

Employer: Eagle's Wings
Job Title: Exec. Dir.

E-mail Address: ROMAN27889@gmail.com

Do you live within the extraterritorial jurisdiction of a municipality? ______

Educational Background:
Name of High School Attended: ______
Name of College Attended: ______
Degree Received: MDiv., BA

Please list any military experience: —

If you are presently serving as an elected or appointed official, please explain: ______________________

Please list current/past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience:
Eagle's Wings - E.D.
Ruth's House - mgr.
Brady Co. - mgr.
BSA - NJ. - V.P.

Volunteer Experience:
EMT - 7 1/2 yrs.
BSA - troop chair

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: [illegible]
Date: 4-11-22

* Please feel free to attach a resume if so desired.

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STATEMENT OF INTEREST TO SERVE

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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. ____Aging Steering______________________ 2. ____Soc. Service__________________________

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:
______Serviced on Aging before & enjoy it
____.

Full Name: __Veronica Ward______________________________ Sex: _______female____________________
Residence Address: _681 Croatan St________________________ Race: ______Black______________________
City and Zip Code: ______Belhaven 27810________________________

Mailing Address (If different): ______________________________
City and Zip Code: ______________________________________

Home Phone No.: ______________________________________
Cell Phone No.: ______252 943-5479
Work Phone No.: ______________________________________
Fax No.: ____

Employer: ____
Job Title: ____

E-mail Address: _______veronica_moore05@yahoo.com__________________________________

Do you live within the extraterritorial jurisdiction of a municipality? _____no____________

Educational Background:
Name of High School Attended: ______John A. Wilkinson______________________________

Name of College Attended: ____________________________________
Degree Received: ____

Please list any military experience: _____________________________________

If you are presently serving as an elected or appointed official, please explain:
______Belhaven Town
Council____

Please list current/past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience: ______Nursing, Hospital & Resthome level, Hospice Care, Home Health Aide, Food processor, Factory Work________________________________

____
____
____

Volunteer Experience: ______________Meals on Wheels, Belhaven Celebration Committee Schools,_______________________

____
____
____

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: _Veronica Ward_____________________________
Date: ______5/11_________________________________

* 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.**

Petition to Name a Private Road

In an effort to name an unnamed road, the purpose of this petition is to request the support and approval of the Beaufort County Board of Commissioners to name the road. The approximate location of the private road is illustrated on the attached map. As required by Beaufort County's E911 Ordinance, three (3) proposed names for the road have been provided. The proposed names are listed below in order of preference. The petitioner understands that once the road is named the name cannot be changed for a period of at least ten (10) years. We the petitioners understand that road signs for private roads must be paid for by the petitioners.

Proposed Road Names

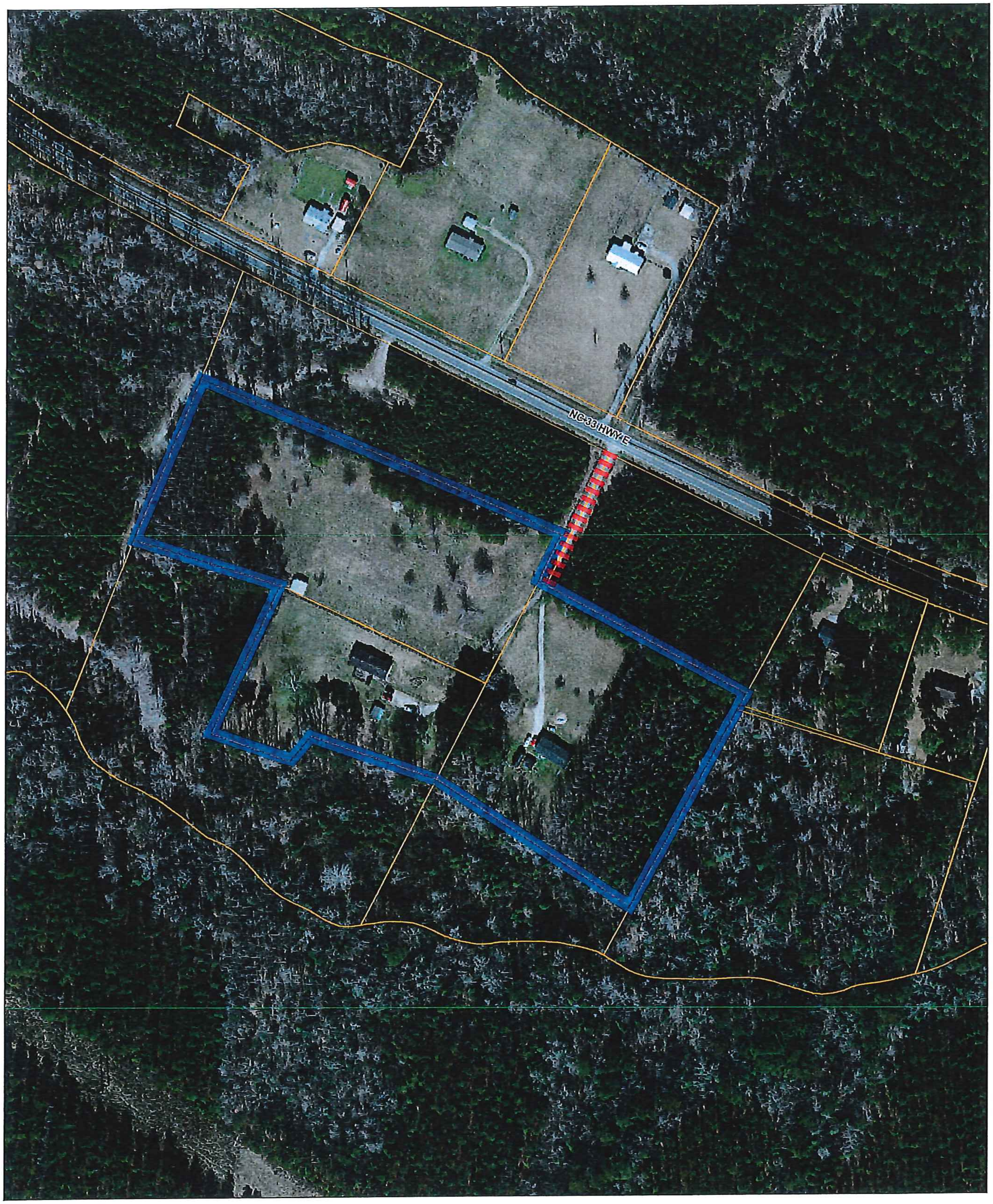
1. firefly way
2. Fire fly Lane
3. firefly Dr.

Owner Name	Physical Address	Agree or Disagree ✓ X	Signature
John Amato	Parcel ID 4234 TBD NC Hy 33 Chocowinity	✓	John Thomas Amato II
Michael Asby	12120 NC Hwy 33E, Chocowinity	✓	[signature]
Robert Moore	12100 NC Hwy 33E Chocowinity	✓	Robert moore
Virginia Moore		✓	Virginia Moore

Name of person submitting petition: Ken Stilley

Phone number: 252-571-7918 kenstilley@yahoo.com

Easement



Parcels

Condos_Leaseholds

Centerlines

NC Highways

NC

Imagery2020

Affected Parcels

Approximate Location of Easement

1:2,257

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

BEAUFORT COUNTY
PUBLIC NOTICE

THE PUBLIC SHOULD TAKE NOTICE that The Beaufort County Board of Commissioners will hold a Public Hearing on July 5, 2022 at 5:30 PM, at the Beaufort County Boardroom, located at 136 W. 2nd Street, Washington, North Carolina 27889. The purpose of this meeting is to hear and decide on the following item:

- Assign a name to a private road of approximately 300 feet in length, which connects to NC Highway 33 East in Beaufort County. The private road is located approximately 1,300 feet west of the intersection of NC Highway 33 East and Tripp Road in the Chocowinity Township.

Citizens interested in obtaining additional information on this item should contact the Mid-East Commission Planning Department at 252-974-1829 or cgideon@mideastcom.org. If you would like to speak during the comment section of this Public Hearing please contact Katie Mosher, Clerk to the Board, at 252-946-0079 or Katie.Mosher@co.beaufort.nc.us. Interested citizens are encouraged to attend this meeting.

Capital Ford, Inc.

Government Sales Division

From	Jennifer Romano Gov't Sales
Phone/Fax	Office 919-790-4648 Fax 919-871-6917
E-Mail	jromano@capitalford.com

DATE	June 15th 2022 Beaufort County Emergency Management
FINAL QUOTE	NCSA 22-08-0913 Item #198

2022 F150 Crew Cab 4x4 145" Wheelbase (W1E)	$29,889.14
Painted White /Delivered	Included
Power Group/Keyless Entry	Included
101A Equipment Package	$864.80
995 5.0L Engine	$1,875.30
53A Trailer Tow Package(includes Controller)(required for Power Outlet)	$1,245.50
471 400W Outlet	$272.60
59S LED Spot Lamps(required for Trailer Tow Mirrors)	$164.50
54Y Manual Folding Trailer Tow Mirrors	$371.30
924 Privacy Glass	$94.00
57Q Rear Defroster (required for Trailer Tow Mirrors)	$306.80
Spray Liner	$525.00
Incoming Stock Order	
Total Per Unit	$35,608.94

Remit to
jromano@capitalford.com
Capital ford of Raleigh
4900 Capital Blvd
Raleigh NC 27616

Addendum 2

Vehicle Replacement

Addendum 3

Town of Bath and Beaufort County EMS Rental Agreement

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

LEASE/RENTAL AGREEMENT

THIS LEASE/RENTAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the 13th day of JUNE, 2022 by and between the **TOWN OF BATH,** a municipal corporation of the State of North Carolina (hereinafter referred to as "Lessor") and **BEAUFORT COUNTY,** having an address of 121 W. 3rd Street, Washington, NC 27889 (hereinafter referred to as "Lessee")

WITNESSETH

WHEREAS, Lessor owns that certain property commonly referred to as the "Ag Extension Wing" of the Town Hall building attached to the "Old Gym," and a garage facility building located south of the Town Hall, all on King Street.

WHEREAS, Lessor has determined that the Premises will not be need by Lessor for the term of this Agreement.

WHEREAS, Lessee desires to rent said Premises from Lessor in order to house and operate Emergency Medical Services for the surrounding community.

WHEREAS, Lessor desires to rent said Premises to Lessee in an effort to provide EMS for the community, and to provide for supplementation of the expenses for use of the Premises.

WHEREAS, compliance with all regulations and requirements, the Town Board of Commissioners passed a Resolution authorizing this Agreement.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, Lessor does hereby rent unto Lessee and Lessee hereby takes and accepts, together with all privileges and appurtenances thereto, the Premises. In consideration of the mutual promises and covenants herein contained, the benefits to the Lessor and Lessee, and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows.

1. **Premises**. The Premises are solely the Ag Extension Wing of the Town Hall building (which consists of approximately 922 square feet of space) located upon the real property owned by the Town described hereinabove and the immediate use and access thereof, and does not include the surrounding real property owned by the Town that is subject to certain use restrictions held by the Town and/or other parties.

2. **Condition of Premises**. Lessee's taking possession of the Premises shall be conclusive evidence as against Lessee that Lessee has accepted said Premises as is and that Lessor is under no duty to repair anything, furnish any services for, or otherwise improve in any way the Premises, other than those improvements previously made by the Town of Bath.

3. **Term**. The term of this Agreement shall MEC be for twenty-four (24) months and shall commence as of the 1st day of July, ~~2024~~ 2022 and shall expire on the 30th day of June, 2024. This Agreement may be terminated prior to the expiration of the term upon mutual consent of the parties. In order to effectuate said early termination by mutual consent, either party must give the other party written notice of its desire to terminate this Agreement as least thirty (30) days prior to any such termination; in which case, this Agreement shall terminate on the date contained in said notice of the other party provides written consent to such termination within the applicable time period. Notwithstanding the above or anything herein to the contrary, Lessor, in its sole discretion and without incurring any expense for the same, may unilaterally terminate this Agreement at any tie by giving Lessee at least sixty (60) days written notice of such termination. Lessee shall have and make no claim, for damages or otherwise, upon Lessor should Lessor elect to exercise its right to early unilateral termination hereunder.

4. **Rental**. Rental shall be as follows:

   $800.00 per month, said monthly payment being made payable on or before the 12th day of each month subject to the terms of this Agreement, not to include utilities.

5. **Assignment.** Lessee shall not assign its interest in this Agreement, sublease any portion of the Premises, or permit third parties to occupy or use any portion of the Premises without Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion. Notwithstanding the foregoing, Lessor hereby expressly authorizes Lessee to utilize the Premises for emergency management services and expressly authorized Lessee to provide such access to the Premises as is necessary to and for third parties to attend the function.

6. **Use of Premises**. Lessee shall use the Premises during the term of this Agreement for the purposes specified herein and none other. Lessee shall not make any unlawful or offensive use of the Premises and agrees to keep the same in good maintenance and aesthetically pleasing appearance.

7. **Care and Maintenance**. Lessor shall not be responsible for any maintenance of the Premises and Lessee agrees, at Lessee's own expense as additional consideration for this Agreement, to maintain the Premises in an attractive manner, including but not limited to keeping the property and the equipment/inventory used by Lessee in an aesthetically pleasing appearance and in compliance with any and all ordinances of the Town of Bath, including but not limited to zoning and public nuisance ordinances. Lessee shall adequately secure the Premises when Lessee is not utilizing the same in order to prevent unsupervised access by the public. Lessee shall pay for the repair of any and all damages to the Premises caused by Lessee, its agents, employees, invitees, guests, customers, or their successors and assigns or any of them. Any alteration or improvement that is made by Lessee without written consent from Lessor or that is inconsistent, in Lessor's sole discretion, with Lessor's written consent shall constitute default hereunder.

8. **Inspections and Access**. Lessee does hereby agree that Lessor shall be allowed to inspect the Premises at any reasonable time upon reasonable notice. Lessee shall provide Lessor with such reasonable access over and across the Premises as may be necessary to enable and assist Lessor in the use, care, maintenance, and improvement of Lessor's adjacent properties

9. **Insurance**. Lessee shall, at its expense, obtain and maintain for the duration of this Agreement the following insurance coverages:

> General Liability Insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

Each such policy shall list Lessor as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following notice to Lessor. Lessee shall deliver to Lessor certificates of insurance for all insurance policies required hereunder. Lessee shall, within a reasonable period of time prior to the expiration of any such policy, furnish Lessor with certificates of insurance evidencing renewal thereof. Lessor may, in its sole discretion, require Lessee to expand the form and/or increase the amounts of all such insurance.

10. **Release, Waiver of Claims and Indemnity**. Lessee shall occupy the Premises at Lessee's own risk. Lessee for itself, its invitees, customers and guests, if any, and their respective joint venturers, partners, parents, subsidiaries, affiliates, predecessors in interest, successors in interest, assigns and each of their respective officers, directors, employees, shareholders, agents, accountants, attorneys, insurance carriers, sureties, representatives, consultants and advisors, both past and present, hereby shall unconditionally waive, release, hold free and harmless, indemnify and defend Lessor and its present and former employees, officials, and elected officials in both their respective individual and official capacities, agents, personal representatives, attorneys, insurers, heirs, successors and assigns, and each of them, respectively, of, from, and for all and any manner of action or actions, cause and causes of action, claims, demands, costs, loss of services, expenses, attorney's fees, compensation and all consequential, compensatory, general, special and/or punitive damages or liabilities, known or unknown, which may result directly or indirectly from or be in any way related to, connected with or growing out of this Agreement, Lessee's occupancy as well as use of said Premises, including use by invitees, customers, or guests of Lessee as well as patrons of the business, if any, and Lessee's operation of the business. This provision shall survive the termination of this Agreement and shall be in full force and effect beyond the term or termination of this Agreement, however terminated.

11. **Adherence to Regulations**. Lessee shall comply with all laws, statutes, codes, acts, ordinances, orders, judgements, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, Courts, authorities, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to Lessee, Lessee's operation of the business, and Lessee's use of the Premises. Further, Lessee shall comply with any and all local, state, federal or other rules and regulation as well as all applicable environmental rules and regulations, including, but not limited to such rules and regulations regulating hazardous or similar substances or conditions, their storage or disposal. Lessee shall not intentionally and knowingly use the Premises, for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted for imposed by any federal, state, county, municipal body, or other governmental agency. Lessee further agrees to indemnify and hold Lessor harmless for any and all damage of any kind arising from Lessee's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Lessee.

12. **Reports**. If requested by the Lessor, Lessee shall provide a report of such matters involving the Premises as may be required by the Lessor.

13. **Relationship of Parties**. In carrying out the terms and conditions of this Agreement, Lessee is an independent party from Lessor and is not an agent or employee of Lessor. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between Lessor and Lessee.

14. **Waiver**. No waiver of any condition, covenant, or restriction of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition, covenant or restriction of this Agreement.

15. **Surrender of Possession, Holding Over**. Upon the expiration or any other termination of this Agreement, Lessee shall quit and surrender the Premises to Lessor. Withing twenty (20) days of any such expiration or any other termination of this Agreement, Lessee shall retain ownership of and shall remove any items of personal property and shall, upon notice from Lessor, remove any and all improvements and alterations described in such notice, including fixtures, made or placed on or about the Premises by Lessee and, consistent with such notice, return the Premises to its condition prior to any installation or placement of such item(s) or making of any such improvements or alterations thereon. Failure by Lessee to perform the obligations contained in this numbered paragraph 15 within said twenty (20) day period shall entitle Lessor to remove and dispose of said personal property (excluding the EMS vehicles), improvements, and alterations and recover all of its costs and expenses in doing so from Lessee, including but not limited to application of the security deposit, if any, provided for herein. If Lessee shall remain in possession of the Premises or any part thereof after the expiration of the term of this Agreement, either with or without Lessor's acquiescence, Lessee shall be deemed a tenant at will, and such holding over by Lessee shall in no way constitute a renewal of this Agreement.

16. **Lessee's Default**. Any default by Lessee in the performance of any of the promises, duties, or obligations herein agreed to by Lessee or imposed upon Lessee by law shall, at Lessor's option, constitute a material breach of the Agreement, giving Lessor, in addition to all other rights and remedies as provided herein and provided by law, the right without notice or demand at the option of the Lessor immediately to a) terminate this Agreement; b) reenter, without liability to anyone for trespass or otherwise, the Premises; and c) collect from Lessee any damages resulting from default, including the cost of repairing the Premises, returning the Premises to its original condition, and any reasonable attorney's fees

incurred as a result of default. Upon any reentry pursuant to this paragraph, the Lessor may, without liability to anyone, remove any personal property located on or about the premises, whether belonging to Lessee or otherwise, and dispose of the personal property as Lessor deems proper or to store such property at Lessee's expense. Lessor is further authorized to sell or cause to be sold any such personal property so removed, the proceeds from which may be used to pay any storage charges against the property or to satisfy any delinquent rental or other obligation due Lessor by Lessee.

17. **Illegal Provisions, Governing Law**. If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provision shall not be affected, but shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

18. **Entire Agreement**. This Agreement contains the entire agreement between the parties hereto with respect to the Lessee's use and occupancy of said Premises and all prior and contemporaneous agreements are merged herein, and this instrument shall not be altered or modified except in writing signed by all parties hereto.

IN WITNESS WHEREOF, after due authority given, the parties hereto have executed this Agreement as of the date first above written.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited per North Carolina General Statute § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

LESSOR:
THE TOWN OF BATH

BY: ______________________________

MARION EDWARD CARSON,
TOWN ADMINISTRATOR

LESSEE:
COUNTY OF BEAUFORT

BY: ______________________________

BRIAN M. ALLIGOOD,
COUNTY MANAGER

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, Elna Lewis, a Notary Public of the State and County aforesaid, certify that **MARION EDWARD CARSON,** personally appeared before me this day and acknowledged that he is Town Administrator of the **TOWN OF BATH,** A North Carolina municipal corporation, and as the act of the corporation, the foregoing instrument was signed in its name by him as authorized by Resolution of the Town.

WITNESS my hand and official seal, this 13 day of June 2022

Elna Lewis
NOTARY PUBLIC

ELNA LEWIS NOTARY PUBLIC BEAUFORT COUNTY, N. C.

My Commission Expires: 01-30-2027

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, ____________________, a Notary Public of the State and County aforesaid, certify that **BRIAN M. ALLIGOOD,** personally appeared before me this day and acknowledged that he is Town Administrator of the **COUNTY OF BEAUFORT,** A North Carolina municipal corporation, and as the act of the corporation, the foregoing instrument was signed in its name by him as authorized by Resolution of the Town.

WITNESS my hand and official seal, this ____ day of ___________, 2022

____
NOTARY PUBLIC

My Commission Expires: ______________________________

Addendum 4

Recommendation to Award Swan Point Water Line Extension

TABULATION SHEET
BEAUFORT COUNTY - 2019 SWAN POINT WATER LINE EXTENSION
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
MAY 10, 2022 AT 2:00 PM
5/11/2022

08:52 AM
11-May-22

Item	Description	Unit	Qty	Herring-Rivenbark, Inc. Kinston, NC Unit Price	Total
	Base Bid Items				
1	2" PVC PIPE FOR WATER LINES	LF	930	$22.00	$20,460.00
2	3" PVC PIPE FOR WATER LINES	LF	1475	$27.00	$39,825.00
3	2" GATE VALVE AND BOX	EA	5	$1,005.00	$5,025.00
4	3" GATE VALVE AND BOX	EA	6	$1,300.00	$7,800.00
5	2" 11¼° Bend, PVC FITTING FOR WATER LINES	EA	1	$83.00	$83.00
6	2" 22½° Bend, PVC FITTING FOR WATER LINES	EA	1	$126.00	$126.00
7	2" 45° Bend, PVC FITTING FOR WATER LINES	EA	2	$33.00	$66.00
8	2" 90° Bend, PVC FITTING FOR WATER LINES	EA	5	$36.00	$180.00
9	3" 11¼° Bend, PVC FITTING FOR WATER LINES	EA	1	$122.00	$122.00
10	3" 22½° Bend, PVC FITTING FOR WATER LINES	EA	4	$145.00	$580.00
11	3" 45° Bend, PVC FITTING FOR WATER LINES	EA	7	$43.00	$301.00
12	3" 90° Bend, PVC FITTING FOR WATER LINES	EA	2	$43.00	$86.00
13	3"x2" Tee, PVC FITTING FOR WATER LINES	EA	1	$66.00	$66.00
14	3"x3" Tee, PVC FITTING FOR WATER LINES	EA	1	$66.00	$66.00
15	3"x2" Reducer, PVC FITTING FOR WATER LINES	EA	1	$37.00	$37.00
16	6"X2" Tapping Sleeve and Valve IRON FITTING	EA	2	$1,490.00	$2,980.00
17	6"X3" Tapping Sleeve and Valve IRON FITTING	EA	2	$3,100.00	$6,200.00
18	4" DRYBORE with 4" STEEL CASING	LF	30	$124.00	$3,720.00
19	DITCH CROSSING with 4" STEEL CASING	LF	20	$139.00	$2,780.00
20	POST HYDRANT	EA	2	$4,800.00	$9,600.00
21	3/4" WATER SERVICE	EA	51	$1,990.00	$101,490.00
22	BORROW	CY	200	$30.00	$6,000.00
23	4" COURSE AGGREGATE BASE COURSE	SY	3300	$21.25	$70,125.00
24	STAKING ALLOWANCE	AL	1	$3,000.00	$3,000.00
25	GIS ALLOWANCE	AL	1	$4,000.00	$4,000.00
26	AS-BUILTS	AL	1	$4,000.00	$4,000.00
	TOTAL BID				$288,718.00

I, Richard B. Moore, certify that this Tabulation Sheet is correct to the best of my knowledge and belief.

Richard B. Moore, P.E.

5/11/2022
Date

McDAVID ASSOCIATES, INC. CORPORATE SEAL 1972 FARMVILLE, NC

NORTH CAROLINA PROFESSIONAL SEAL 20205 ENGINEER RICHARD B. MOORE
5/11/2022

W:\D10xx_gen\D101x_excel\D1012_gen_excel\RBM\2022\Beaufort County WSI Swan Point\1_Bid_Ta\Cn01\
BEAUFORT-CO-19-CN1-WSI-SWAN-POINT-WAT-LINE-EXT-BID-TAB-001.xls

1

8:53 AM
5/11/2022

MCDAVID ASSOCIATES, INC.
Engineers • Planners • Land Surveyors

CORPORATE OFFICE
(252) 753-2139 • Fax (252) 753-7220
E-mail: mai@mcdavid-inc.com
3714 N. Main Street • P.O. Drawer 49
Farmville, NC 27828

GOLDSBORO OFFICE
(919) 736-7630 • Fax (919) 735-7351
E-mail: maigold@mcdavid-inc.com
109 E. Walnut Street • P.O. Box 1776
Goldsboro, NC 27533

June 25,20222

Ms. Christian L. Smith, P.E., Director of Public Works
Beaufort County
111 West 2nd Street
Washington, NC 27889

Subject: Recommendation of Award
Swan Point Water Line Extension
Contract No. 1 – Water System Improvements
Beaufort County

Dear Ms. Smith:

In reference to the subject project, bids for construction of water line extensions were received on May 11, 2022 at the Board of Commissioners' Room at the Beaufort County Finance Office. The following bidder represents the only submittal:

Herring – Rivenbark, Inc. $288,718.00

A copy of a certified bid tabulation sheet is provided that summarizes all unit pricing. Bids were advertised and re-advertised (less than three (3) bids submitted at first opening). Advertisements included direct solicitation to local contractors. Based on advertisements and direct solicitation, Herring-Rivenbark, Inc. was the only bid received..

McDavid Associates, Inc. recommends consideration of award of Contact No. 1 – Water System Improvements to the low bidder, Herring – Rivenbark, Inc., for their low bid amount of $288,718.00 subject to Memorandum of Bid Negotiation which reduces the contract value to $229,122.50.

In support of this Recommendation of Award, the following exhibits are provided for Board consideration.

1. Resolution Adopting Capital Project Budget Ordinance and Awarding Construction Contract
2. Memorandum of Bid Negotiation
3. Notice of Award
4. Bid Tabulation Sheet

Upon Board review and approval, please provide our office with a copy of an executed "Resolution Awarding Construction Contract" and signed copies of the "Notice of Award" and "Memorandum of Bid Negotiation".

Please advise if I may provide any additional information for your review. Please contact me if I may answer any questions.

Sincerely,

McDAVID ASSOCIATES, INC.

Richard B. Moore, P.E.
Farmville Office

Enclosures

Exhibit A: Resolution Adopting Capital Project Budget and Awarding Construction
Exhibit B: Memorandum of Bid Negotiation
Exhibit C: Notice of Award
Exhibit D: Bid Tabulation Sheet

Memorandum Of Negotiation
Contract No. 1 – Water System Improvements
Swan Point Water Line Extension
Low Bidder - Herring-Rivenbark, Inc.
Beaufort County
June 23, 2022

Owner:	Beaufort County
Contractor:	Herring-Rivenbark, Inc.
Project Engineer:	Richard B. Moore, P.E. McDavid Associates, Inc.
Contract:	Contract No. 1 – Water System Improvements
Project:	Swan Point Water Line Extension
Bid Amount:	$288,718.00 Brief Description of Contract as Bid:

Base Bid Project consists of the following:

- Installation of 2,400 +/- linear feet of 2"-3" diameter waterline along Swan Point Drive, Dockside Lane, Stokes Avenue, Bethel Avenue, and Greenville Avenue to include services and appurtenances
- 4" thickness CABC stone for existing dirt roads

The Owner and Contractor acknowledge and agree that the bid received on the above project exceeds original cost estimates primarily due to extreme increases in material costs. This memorandum documents that both parties to Contract No. 1 entered into and completed negotiations in order to arrive at a mutually acceptable amount on which Contract No. 1 is to be awarded. It is hereby agreed that the terms and conditions as stated in this document shall be binding on all parties and it shall become a part of the terms and conditions of Contract No. 1.

The following changes in the Contractor's bid and the following general description of changes in the terms/provisions of the contract are hereby incorporated into the proposed contract award:

1. Adjustment of bid items to change fittings from PVC to mechanical joint. This change represents a $3,517.00 increase.
2. Reduction of 4" CABC stone base originally proposed for unimproved/dirt streets. Property owner originally requested that stone be removed from project when based on original proposal of property owner-installation. Limited quantity included in contract for anticipated minor repairs on travel corridors and drives. This change represents a $63,112.50 decrease.

Total Decrease:	$59,595.50
Revised Bid Negotiation Contract Amount:	$229,122.50

Please see attached Bid Negotiation tabulation Part A and Part B for detailed add/deduct information.

PROPOSED NEGOTIATED CONTRACT AWARD AMOUNT: $229,122.50

It is further understood and agreed by all parties that should additional funds become available within the contract time or extension thereof, the Owner shall have the right to add back to the project any items deleted above or to otherwise revise the contract as originally bid based on the same prices for deletions / revisions as noted herein, subject only to any additional costs to which the contractor is entitled to per the terms of the contract.

We agree to the terms and conditions of this document:

Christina L. Smith, P.E. Public Works Director Beaufort County OWNER	Date	Craig Neuhoff - Vice-President Herring-Rivenbark, Inc. CONTRACTOR	Date
Richard B. Moore, P.E. McDavid Associates, Inc PROJECT ENGINEER	Date		

Attachment - Bid Negotiation - Part A, Unit Price Changes
2019 SWAN POINT WATER LINE EXTENSION
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
BEAUFORT COUNTY

			Contract As Per Bid			Adds/Deducts		Contract As Per Bid Neg Part A	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Base Bid Items								
1	2" PVC PIPE FOR WATER LINES	LF	930	$22.00	$20,460.00		$0.00	$22.00	$20,460.00
2	3" PVC PIPE FOR WATER LINES	LF	1,475	$27.00	$39,825.00		$0.00	$27.00	$39,825.00
3	2" GATE VALVE AND BOX	EA	5	$1,005.00	$5,025.00		$0.00	$1,005.00	$5,025.00
4	3" GATE VALVE AND BOX	EA	6	$1,300.00	$7,800.00		$0.00	$1,300.00	$7,800.00
5	2" 11¼° Bend, PVC FITTING FOR WATER LINES	EA	1	$83.00	$83.00		$0.00	$83.00	$83.00
5a	2" 11¼° Bend, MJ FITTING FOR WATER LINES	EA			$0.00	$225.00	$0.00	$225.00	$0.00
6	2" 22½° Bend, PVC FITTING FOR WATER LINES	EA	1	$126.00	$126.00		$0.00	$126.00	$126.00
6a	2" 22½° Bend, MJ FITTING FOR WATER LINES	EA			$0.00	$160.00	$0.00	$160.00	$0.00
7	2" 45° Bend, PVC FITTING FOR WATER LINES	EA	2	$33.00	$66.00		$0.00	$33.00	$66.00
7a	2" 45° Bend, MJ FITTING FOR WATER LINES	EA			$0.00	$150.00	$0.00	$150.00	$0.00
8	2" 90° Bend, PVC FITTING FOR WATER LINES	EA	5	$36.00	$180.00		$0.00	$36.00	$180.00
8a	2" 90° Bend, MJ FITTING FOR WATER LINES	EA			$0.00	$150.00	$0.00	$150.00	$0.00
9	3" 11¼° Bend, PVC FITTING FOR WATER LINES	EA	1	$122.00	$122.00		$0.00	$122.00	$122.00
9a	3" 11¼° Bend, MJ FITTING FOR WATER LINES	EA			$0.00	$290.00	$0.00	$290.00	$0.00
10	3" 22½° Bend, PVC FITTING FOR WATER LINES	EA	4	$145.00	$580.00		$0.00	$145.00	$580.00
10a	3" 22½° Bend, MJ FITTING FOR WATER LINES	EA			$0.00	$205.00	$0.00	$205.00	$0.00
11	3" 45° Bend, PVC FITTING FOR WATER LINES	EA	7	$43.00	$301.00		$0.00	$43.00	$301.00
11a	3" 45° Bend, MJ FITTING FOR WATER LINES	EA			$0.00	$200.00	$0.00	$200.00	$0.00
12	3" 90° Bend, PVC FITTING FOR WATER LINES	EA	2	$43.00	$86.00		$0.00	$43.00	$86.00
12a	3" 90° Bend, MJ FITTING FOR WATER LINES	EA			$0.00	$200.00	$0.00	$200.00	$0.00
13	3"x2" Tee, PVC FITTING FOR WATER LINES	EA	1	$66.00	$66.00		$0.00	$66.00	$66.00
13a	3"x2" Tee, MJ FITTING FOR WATER LINES	EA			$0.00	$315.00	$0.00	$315.00	$0.00
14	3"x3" Tee, PVC FITTING FOR WATER LINES	EA	1	$66.00	$66.00		$0.00	$66.00	$66.00
14a	3"x3" Tee, MJ FITTING FOR WATER LINES	EA			$0.00	$320.00	$0.00	$320.00	$0.00
15	3"x2" Reducer, PVC FITTING FOR WATER LINES	EA	1	$37.00	$37.00		$0.00	$37.00	$37.00
15a	3"x2" Reducer, MJ FITTING FOR WATER LINES	EA			$0.00	$250.00	$0.00	$250.00	$0.00
16	6"X2" Tapping Sleeve and Valve IRON FITTING	EA	2	$1,490.00	$2,980.00		$0.00	$1,490.00	$2,980.00
17	6"X3" Tapping Sleeve and Valve IRON FITTING	EA	2	$3,100.00	$6,200.00		$0.00	$3,100.00	$6,200.00
18	4" DRYBORE with 4" STEEL CASING	LF	30	$124.00	$3,720.00		$0.00	$124.00	$3,720.00
19	DITCH CROSSING with 4" STEEL CASING	LF	20	$139.00	$2,780.00		$0.00	$139.00	$2,780.00
20	POST HYDRANT	EA	2	$4,800.00	$9,600.00		$0.00	$4,800.00	$9,600.00
21	3/4" WATER SERVICE	EA	51	$1,990.00	$101,490.00		$0.00	$1,990.00	$101,490.00
22	BORROW	CY	200	$30.00	$6,000.00		$0.00	$30.00	$6,000.00
23	4" COURSE AGGREGATE BASE COURSE	SY	3,300	$21.25	$70,125.00		$0.00	$21.25	$70,125.00
24	STAKING ALLOWANCE	AL	1	$3,000.00	$3,000.00		$0.00	$3,000.00	$3,000.00
25	GIS ALLOWANCE	AL	1	$4,000.00	$4,000.00		$0.00	$4,000.00	$4,000.00
26	AS-BUILTS	AL	1	$4,000.00	$4,000.00		$0.00	$4,000.00	$4,000.00
	Total				$288,718.00		$0.00		$288,718.00

Attachment - Bid Negotiation - Part B, Quantity Changes
2019 SWAN POINT WATER LINE EXTENSION
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
BEAUFORT COUNTY

			Contract As Per Bid Neg Part A			Adds/Deducts		Contract As Per Bid Neg	
Item	Description	Unit	Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount
	Base Bid Items								
1	2" PVC PIPE FOR WATER LINES	LF	930	$22.00	$20,460.00		$0.00	930	$20,460.00
2	3" PVC PIPE FOR WATER LINES	LF	1,475	$27.00	$39,825.00		$0.00	1475	$39,825.00
3	2" GATE VALVE AND BOX	EA	5	$1,005.00	$5,025.00		$0.00	5	$5,025.00
4	3" GATE VALVE AND BOX	EA	6	$1,300.00	$7,800.00		$0.00	6	$7,800.00
5	2" 11¼° Bend, PVC FITTING FOR WATER LINES	EA	1	$83.00	$83.00	-1	-$83.00	0	$0.00
5a	2" 11¼° Bend, MJ FITTING FOR WATER LINES	EA	0	$225.00	$0.00	1	$225.00	1	$225.00
6	2" 22½° Bend, PVC FITTING FOR WATER LINES	EA	1	$126.00	$126.00	-1	-$126.00	0	$0.00
6a	2" 22½° Bend, MJ FITTING FOR WATER LINES	EA	0	$160.00	$0.00	1	$160.00	1	$160.00
7	2" 45° Bend, PVC FITTING FOR WATER LINES	EA	2	$33.00	$66.00	-2	-$66.00	0	$0.00
7a	2" 45° Bend, MJ FITTING FOR WATER LINES	EA	0	$150.00	$0.00	2	$300.00	2	$300.00
8	2" 90° Bend, PVC FITTING FOR WATER LINES	EA	5	$36.00	$180.00	-5	-$180.00	0	$0.00
8a	2" 90° Bend, MJ FITTING FOR WATER LINES	EA	0	$150.00	$0.00	5	$750.00	5	$750.00
9	3" 11¼° Bend, PVC FITTING FOR WATER LINES	EA	1	$122.00	$122.00	-1	-$122.00	0	$0.00
9a	3" 11¼° Bend, MJ FITTING FOR WATER LINES	EA	0	$290.00	$0.00	1	$290.00	1	$290.00
10	3" 22½° Bend, PVC FITTING FOR WATER LINES	EA	4	$145.00	$580.00	-4	-$580.00	0	$0.00
10a	3" 22½° Bend, MJ FITTING FOR WATER LINES	EA	0	$205.00	$0.00	4	$820.00	4	$820.00
11	3" 45° Bend, PVC FITTING FOR WATER LINES	EA	7	$43.00	$301.00	-7	-$301.00	0	$0.00
11a	3" 45° Bend, MJ FITTING FOR WATER LINES	EA	0	$200.00	$0.00	7	$1,400.00	7	$1,400.00
12	3" 90° Bend, PVC FITTING FOR WATER LINES	EA	2	$43.00	$86.00	-2	-$86.00	0	$0.00
12a	3" 90° Bend, MJ FITTING FOR WATER LINES	EA	0	$200.00	$0.00	2	$400.00	2	$400.00
13	3"x2" Tee, PVC FITTING FOR WATER LINES	EA	1	$66.00	$66.00	-1	-$66.00	0	$0.00
13a	3"x2" Tee, MJ FITTING FOR WATER LINES	EA	0	$315.00	$0.00	1	$315.00	1	$315.00
14	3"x3" Tee, PVC FITTING FOR WATER LINES	EA	1	$66.00	$66.00	-1	-$66.00	0	$0.00
14a	3"x3" Tee, MJ FITTING FOR WATER LINES	EA	0	$320.00	$0.00	1	$320.00	1	$320.00
15	3"x2" Reducer, PVC FITTING FOR WATER LINES	EA	1	$37.00	$37.00	-1	-$37.00	0	$0.00
15a	3"x2" Reducer, MJ FITTING FOR WATER LINES	EA	0	$250.00	$0.00	1	$250.00	1	$250.00
16	6"X2" Tapping Sleeve and Valve IRON FITTING	EA	2	$1,490.00	$2,980.00		$0.00	2	$2,980.00
17	6"X3" Tapping Sleeve and Valve IRON FITTING	EA	2	$3,100.00	$6,200.00		$0.00	2	$6,200.00
18	4" DRYBORE with 4" STEEL CASING	LF	30	$124.00	$3,720.00		$0.00	30	$3,720.00
19	DITCH CROSSING with 4" STEEL CASING	LF	20	$139.00	$2,780.00		$0.00	20	$2,780.00
20	POST HYDRANT	EA	2	$4,800.00	$9,600.00		$0.00	2	$9,600.00
21	3/4" WATER SERVICE	EA	51	$1,990.00	$101,490.00		$0.00	51	$101,490.00
22	BORROW	CY	200	$30.00	$6,000.00		$0.00	200	$6,000.00
23	4" COURSE AGGREGATE BASE COURSE	SY	3,300	$21.25	$70,125.00	(2,970)	-$63,112.50	330	$7,012.50
24	STAKING ALLOWANCE	AL	1	$3,000.00	$3,000.00		$0.00	1	$3,000.00
25	GIS ALLOWANCE	AL	1	$4,000.00	$4,000.00		$0.00	1	$4,000.00
26	AS-BUILTS	AL	1	$4,000.00	$4,000.00		$0.00	1	$4,000.00
	Total				$288,718.00		($59,595.50)		$229,122.50

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RESOLUTION
ADOPTING CAPITAL PROJECT BUDGET AND
AWARDING CONSTRUCTION CONTRACTS
2019 SWAN POINT WATER LINE EXTENSION
CONTRACT NO. 1 – WATER SYSTEM IMPROVEMENTS
BEAUFORT COUNTY

WHEREAS, Beaufort County desires to install water line extension along Swan Point Drive, Dockside Lane, Stokes Avenue, Bethel Avenue, and Greenville Avenue to provide water service to existing residential housing units, and

WHEREAS, Plans for construction have been completed and bids for construction were received on April 26, 2022, and

WHEREAS, Insufficient number of bids were submitted on April 26, 2022, requiring the project to be re-advertised with a second bid opening of May 10, 2022, and

WHEREAS, In accordance with public bidding requirements, a single bid was submitted on May 10, 2022, said bid opened and publicly read aloud, and

WHEREAS, Herring - Rivenbark, Inc. submitted the low bid for Contract No. 1 – Water System Improvements in the amount of $288,718.00, and

WHEREAS, Bid Negotiation was performed in an effort to reduce overall project cost, and

WHEREAS, The Engineer has prepared a Recommendation of Award for Beaufort County Board of Commissioners' consideration and approval,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BEAUFORT COUNTY:

That the attached budget is approved.

That Contract No. 1 – Water System Improvements be awarded to Herring – Rivenbark, Inc. for the low bid amount of $288,718.00 subject to Bid Negotiation Memorandum that reduced the contract cost by $59,595.50 to an award value of $229,122.50.

That the Chairman and County Manager are authorized and directed to execute all documents associated with project implementation within limits of approved budget to include award, construction contract agreement, pay requests, changes orders, and close-out forms.

Adopted this the ______ day of ______________, 2022 at Washington, North Carolina.

____
Franky Waters, Chairman
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

____
Katie Mosher
Clerk to the Board

2019 SWAN POINT WATER LINE EXTENSION
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
BEAUFORT COUNTY

	BUDGET	ADDS/ DEDUCTS	ADOPTED BUDGET
REVENUES			
Beaufort County (05/06/19-Fund Balance)	$23,030	$0	$23,030
Beaufort County (10/04/21-due to receipt of ARPA)	$187,000	$0	$187,000
Beaufort County (07/05/22)	$0	$74,613	$74,613
Sales Tax Refund (estimated)	$0	$4,900	$4,900
TOTAL REVENUES	**$210,030**	**$79,513**	**$289,543**
EXPENSES			
Construction			
CN 1 - Water Sys Imp - Herring-Rivenbark	$149,610	$79,513	$229,123
Subtotal Construction	$149,610	$79,513	$229,123
Contingency	$18,020	$0	$18,020
Planning and Design	$13,300	$0	$13,300
Construction Observation	$20,000	$0	$20,000
As Built Preparation	$7,600	$0	$7,600
Advertisement Fees	$1,500	$0	$1,500
TOTAL EXPENSES	**$210,030**	**$79,513**	**$289,543**

SECTION 00511

NOTICE OF AWARD

To: Herring-Rivenbark, Inc.

415 Central Avenue

Kinston, NC 28504

PROJECT Description: 2019 Swan Point Water Line Extension

Contract No. 1 - Water System Improvements

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated March 31, 2022, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of Two Hundred Eighty Eight Thousand Seven Hundred Eighteen and no/100 Dollars ($288,718.00) subject to Memorandum of Bid Negotiation which reduces the contract award value to Two Hundred Twenty Nine Thousand One Hundred Twenty Two and 50/100 Dollars ($229,122.50).

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required by G.S. 143-128.2©) to submit a list of all identified subcontractors (whether minority business or not) that you will use on this CONTRACT within thirty (30) calendar days after award of the CONTRACT.

If you fail to submit a list of all identified subcontractors within thirty (30) calendar days after award of the CONTRACT, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _________ day of ___________________, 20______.

OWNER:

Beaufort County

By ______________________________

Name Brian M. Alligood

Title County Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the ______________ day of

_________________________, 20______.

CONTRACTOR:

Herring-Rivenbark, Inc.

By ______________________________

Name Craig Neuhoff

Title Vice President

END OF SECTION

Addendum 5

School Tax Statutory Funding

	FY 21/22 Actuals July 2021-March2022	FY 21/22 Estimates Apr 2022-June 2022	Total
Required Distribution to Schools			
Article 40 (30% Restricted for Schools)	841,191	321,833	1,163,023
Article 42 (60% Restricted for Schools)	1,383,328	517,877	1,901,205
Lottery Funds	487,000	-	487,000
Total due to Schools	**2,711,518**	**839,710**	**3,551,228**
Payments to/on behalf of Schools			
School Debt Payments	1,888,560	-	1,888,560
School Debt Refinancing Costs	2,000	-	2,000
Payments to Schools for Capital	836,771	278,924	1,115,695
Total Capital Budgeted for Schools	**2,727,331**	**278,924**	**3,006,255**
Difference	**15,813**	**(560,786)**	**544,973**

Sales Tax
School Capital Set Aside
F21/22 Sales Tax Distribution

Beaufort County Finance

Budget Amendment Request

Department: Schools **Date of Request: 07/05/22**

FY Budget: 2021/2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0150-423200	Article 40 Sales Tax	206,844	
10-0150-423300	Article 42 Sales Tax	338,129	
10-5900-563100	Capital Outlay	544,973	

Department Justification: To budget for estimated payment to schools for FY 21/22 share of article 40 & article 42 sales tax per the statutory calculation.

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

County Position No. ___________

State Position No. ___________

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

14/15