

Beaufort County Board of Commissioners
Monday, August 1, 2022
Amended Agenda
136 W 2nd Street, Washington, NC 27889

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Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Conflict of Interest Disclosure Statement

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

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

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

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Presentation

Presenter: Deloris Creasman, Human Resources

Agenda Title: Service Award Presentation

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

Phillip Baucom Water Districts 15 years

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Presentation

Presenter: Emily Bowen, 4-H Representative to Youth Summit

Agenda Title: YouthVoice Summit Presentation

Summary of Information: Ms. Emily Bowen will be attending the Youth Summit in Cabarrus County, NC in conjunction with the NCACC's annual conference being held August 12 – 13, 2022. She will be making a brief presentation to the Board of Commissioners.

Submitter Recommendations/Motions: Presentation only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Decision

Presenter: Tammy Pearson, Young-Williams

Agenda Title: Child Support Awareness Month Proclamation

Summary of Information: The attached proclamation is to declare August 2022 as Child Support Awareness Month.

Submitter Recommendations/Motions: Approve the proclamation as presented and have the Commissioners sign it.

Attachments:

1. Child Support Awareness Proclamation

State of North Carolina
County of Beaufort
Proclamation
Child Support Awareness Month
August 2022

WHEREAS Beaufort County is recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Beaufort Counties families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, in State Fiscal Year 2021-22, more than \$4.1 million in child support was collected from parents of Beaufort Counties children, and

WHEREAS, there are nearly 2577 child support orders in place, working to ensure that more than 2672 children receive financial support from their parents: and

WHEREAS, the court must order either parent to obtain and maintain medical health insurance coverage for a child if it is actually and currently available to the parent at a reasonable cost.

WHEREAS Child Support Awareness Month salutes the diligent working parents who spend time with their child and who make regular child support payments, to safeguard their children's future: and

WHEREAS, strengthening individuals and families promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's futures; and

WHEREAS, children who do not receive adequate financial and emotional support from their parents may experience greater difficulty in becoming healthy, happy, and productive citizens; and

WHEREAS, many concerned and dedicated judges, district attorneys, clerks of court, sheriffs' personnel, and child support professionals work to establish and enforce child support orders for Beaufort County children, one of our counties most vital resources.

NOW, THEREFORE, We, the Beaufort County Board of Commissioners, do hereby proclaim August 2022, as "CHILD SUPPORT AWARENESS MONTH" in Beaufort County, and commend its observance to all citizens.

IN WITNESS WHEREOF,

Beaufort County Board of Commissioners

Chairman

Attest:

Clerk to the Board



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Legislative Updates for Elected Officials

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

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Topic: Items for Consent

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

Agenda Title: Tax Office Refunds over \$100

Summary of Information: Attached are the refunds requested by the Tax Assessors office and the Tax Collectors office that exceed \$100.00 for your approval.

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

Attachments:

1. July 1 - 20th VTS Refunds
2. Remaining June VTS Refunds



North Carolina Vehicle Tax System

July 2022 refunds over \$100 7/1-7/20

NCVTS Pending Refund report

Report Date 7/21/2022 12:31:35 PM

Payee Name	Primary Owner	Secondary Owner	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BOYD, RACHEL CLARE	BOYD, RACHEL CLARE		Proration	Refund Generated due to proration on Bill #006699615-2021-2021-0000-00	Reg. Out of state	07/18/2022	G01	Tax	(\$241.37)	\$0.00	(\$241.37)
							C02	Tax	(\$111.99)	\$0.00	(\$111.99)
										Refund	\$353.36
DAVIS, JAMES LAVERNE	DAVIS, JAMES LAVERNE		Adjustment >= \$100	Refund Generated due to adjustment on Bill #0067594762-2021-2021-0000	Situs error	07/18/2022	G01	Tax	\$0.00	\$0.00	\$0.00
							C01	Tax	(\$117.71)	\$0.00	(\$117.71)
							C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
							F60	Tax	\$9.55	\$0.00	\$9.55
							E12	Tax	\$11.11	\$0.00	\$11.11
										Refund	\$102.05
GREENWOOD, EDDY LOREN	GREENWOOD, EDDY LOREN		Proration	Refund Generated due to proration on Bill #0067153731-2021-2021-0000-00	Vehicle Sold	07/19/2022	G01	Tax	(\$132.81)	\$0.00	(\$132.81)
							F63	Tax	(\$8.71)	\$0.00	(\$8.71)
							ER	Tax	(\$10.62)	\$0.00	(\$10.62)
										Refund	\$152.14
GRIEVE, DENNIS ELLIOT	GRIEVE, DENNIS ELLIOT		Proration	Refund Generated due to proration on Bill #0043244232-2021-2021-0000-00	Vehicle Sold	07/20/2022	G01	Tax	(\$136.35)	\$0.00	(\$136.35)
							C01	Tax	(\$115.63)	\$0.00	(\$115.63)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
										Refund	\$251.98
MANNIX, GREGORY LEE	MANNIX, GREGORY LEE		Proration	Refund Generated due to proration on Bill #0053406682-2021-2021-0000-00	Vehicle Sold	07/08/2022	G01	Tax	(\$168.95)	\$0.00	(\$168.95)
							F61	Tax	(\$16.22)	\$0.00	(\$16.22)
										Refund	\$185.17
MILLER, TOMMY GENE	MILLER, TOMMY GENE		Proration	Refund Generated due to proration on Bill #0067531702-2022-2022-0000-00	Vehicle Sold	07/14/2022	G01	Tax	(\$103.56)	\$0.00	(\$103.56)
							F63	Tax	(\$6.79)	\$0.00	(\$6.79)
							E05	Tax	(\$5.80)	\$0.00	(\$5.80)
										Refund	\$116.15
STOKES, ALAN HUNTLEY	STOKES, ALAN HUNTLEY		Proration	Refund Generated due to proration on Bill #0062053530-2021-2021-0000-00	Vehicle Sold	07/11/2022	G01	Tax	(\$92.06)	\$0.00	(\$92.06)
							C01	Tax	(\$78.07)	\$0.00	(\$78.07)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
										Refund	\$170.13
WEBB, MICHAEL GLENN	WEBB, MICHAEL GLENN		Proration	Refund Generated due to proration on Bill #0064312126-2021-2021-0000-00	Vehicle Sold	07/01/2022	G01	Tax	(\$196.41)	\$0.00	(\$196.41)
							F60	Tax	(\$13.51)	\$0.00	(\$13.51)
							E12	Tax	(\$15.71)	\$0.00	(\$15.71)
										Refund	\$225.63
										Refund Total	\$1556.61



North Carolina Vehicle Tax System

Remaining June 2022 refunds over \$100

NCVTS Pending Refund report

Report Date 7/21/2022 12:23:24

Payee Name	Primary Owner	Refund Type	Bill #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
DOUGLAS, MEGAN ELIZABETH	DOUGLAS, MEGAN ELIZABETH	Proration	0061829116	Refund Generated due to proration on Bill #0061829116-2021-2021-0000-00	Vehicle Sold	06/24/2022	G01	Tax	(\$80.31)	\$0.00	(\$80.31)
							C01	Tax	(\$68.10)	\$0.00	(\$68.10)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
									Refund		\$148.41
										Refund Total	\$148.41

880523	580813	#####	C9BEATB	0000030640-2021-2021-0000-00	REI	\$411.35	\$134.14
CORPREW, TOMYRA 126 EAST DRIVE WASHINGTON BEAUFORT NC 27889 P.V.# 5694676680.001							
880379	580760	7/7/2022	C9BEATB	0000030640-2021-2021-0000-00	REI	\$109.45	\$109.45
CORPREW, ANTONIO 126 EAST DRIVE WASHINGTON BEAUFORT NC 27889 P.V.# 5694676680.001							
	880377	580760	7/7/2022	0000030640-2021-2021-0000-00	REI	421.34	\$132.50
CORPREW TOMYRA 126 EAST DRIVE WASHINGTON BEAUFORT NC 27889 P.V.# 5694676680.001							
880231	580721	#####	FPITTMAN	0009550881-2022-2021-0000-00 NA for P.V.	RMV	\$366.83	\$165.63
TETTERTON, CLARENCE HOLMES 597 EVERETT RD WASHINGTON, NC 27889							



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Topic: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Revaluation Copier Lease

Summary of Information: This is a request for a 3-year lease of a copier for the revaluation office during the revaluation process.

Submitter Recommendations/Motions: Staff recommends approval of the 3-year lease of a copier during the revaluation process.

Attachments:

1. Revaluation Item - Lease of Copier for Revaluation Company



Proposal For:

Beaufort County Govt

Revaluation Group

Equipment:

Konica Minolta C250i

25 page per minute color system

Copy, scan, print and faxing capabilities

Pricing:

Maintenance agreement is pay as you go with black/white @ .008 and color @ .056

36-month lease agreement \$76 per month

****This price includes delivery and connection. The unit can be installed within 1 week.**



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Consent

Presenter: Melanie Corprew, Social Services

Agenda Title: LINKS Budget Amendment

Summary of Information: On July 15, 2022, the Director of Social Services received notification that there would be a one-time increase in LINKS funding to support the purchase of school uniforms and clothing. The LINKS program assists current and former eligible foster care youth and young adults ages 14-21 in achieving self-sufficiency through support services, resources, and LINKS special funds. This one-time payment will be \$500 per eligible individual and must be expended by September 30, 2022. Beaufort County will receive \$11,000.

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

Submitter Recommendations/Motions: Approval of the budget amendment.

Attachments:

1. Signed Budget Amendment
2. Dear County Director Letter

Beaufort County Finance

Budget Amendment Request

Department: Social Services

Date of Request: August 1, 2022

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105441.561003	Independent Living – LINKS (Exp.)	\$11,000	
100222.493674	Independent Living – LINKS (Rev.)	\$11,000	

Department Justification:

On July 15, 2022, the Director of Social Services received notification that there would be a one-time increase in LINKS funding to support the purchase of school uniforms and clothing. The LINKS program assists current and former eligible foster care youth and young adults ages 14-21 in achieving self-sufficiency through support services, resources, and LINKS special funds. This one-time payment will be \$500 per eligible individual and must be expended by September 30, 2022. Beaufort County will receive \$11,000.

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

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	<i>Melani Corpeus</i>	7/21/22
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. _____	



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

SUSAN OSBORNE • Assistant Secretary for Human Services

July 15, 2022

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

**ATTENTION: DIRECTORS, CHILD WELFARE PROGRAM ADMINISTRATORS, MANAGERS,
SUPERVISORS, AND SOCIAL WORKERS**

SUBJECT: ONE-TIME INCREASED CHAFEE (LINKS) TRANSITIONAL FUNDS

REQUIRED ACTION: ☐ Immediate ☒ Time Sensitive ☐ Information Only

PURPOSE: INFORM COUNTIES OF ADDITIONAL TIME-LIMITED TRANSITIONAL FUNDS

Chafee (LINKS) Transitional Funds

The John H. Chafee Foster Care Independence Program, LINKS in North Carolina, assists current and former eligible foster care youth and young adults ages 14-21 in achieving self-sufficiency through support services, resources, and LINKS Special Funds.

For SFY 2022-2023, North Carolina Department of Social Services (NCDSS) has a one-time use of additional Chafee funds available to support the purchase of school uniforms and clothing. To be eligible to receive this One-Time School Clothing and Uniforms funds allowance, a youth must meet the following three requirements ***as of the date of the clothing allowance disbursement.***

1. Be between ages 14-17 years old
2. Be in foster care
3. Be open for LINKS Services in the Services Information System (SIS)

Each county using these funds can provide up to \$500.00 per youth and the additional time-limited funds provided must be expended by September 30, 2022.

1. Each county will follow the regular DSS-5217 form submission process. Please submit a separate DSS-5217 LINKS Reimbursement Form for the additional Time-Limited School Clothing and Uniforms reimbursement.
2. Submit the separate DSS-5217 Reimbursement Form via email to linksreimbursement@dhhs.nc.gov. Please ensure the subject line includes: **Your county name and One-Time School Clothing Allowance Reimbursement.**

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603
MAILING ADDRESS: 2410 Mail Service Center, Raleigh, NC 27699-2410
www.ncdhhs.gov • TEL: 919-527-6340 • FAX: 919-334-1123

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Attached is the One-Time LINKS Clothing Allowance budget that was calculated based on the number of youth ages 14-17 in foster care in each county's jurisdiction as of April 30, 2022.

If you have any questions, please contact Tori Marshall, State LINKS Coordinator at Tori.Marshall@dhhs.nc.gov.

Sincerely,

Carla McNeill

Carla McNeill, MSW
Section Chief for Permanency Planning
Division of Social Services, Child Welfare
North Carolina Department of Health and Human
Services

Cc: Susan Osborne, Assistant Secretary for Human Services
Lisa Tucker Cauley, Senior Director of Child, Family and Adult Services
Adrian Daye, Deputy Director for Child Welfare Practice
Tammy Shook, Interim Deputy Director for County Operations
Kathy Stone, Section Chief for Safety and Prevention Services
Kimaree Sanders, Interim Section Chief for Regulatory and Licensing
Peter West, Section Chief for County Operations

Attachment: One-Time LINKS Clothing Allowance Budget

CWS-34-2022

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603
MAILING ADDRESS: 2410 Mail Service Center, Raleigh, NC 27699-2410
www.ncdhhs.gov • TEL: 919-527-6340 • FAX: 919-334-1123

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

One-Time LINKS Clothing Allowance Report
04/30/2022

County	Ages 14-17	Total
ALAMANCE	23	\$ 11,500.00
ALEXANDER	9	\$ 4,500.00
ALLEGHANY	11	\$ 5,500.00
ANSON	2	\$ 1,000.00
ASHE	10	\$ 5,000.00
AVERY	11	\$ 5,500.00
BEAUFORT	22	\$ 11,000.00
BERTIE	4	\$ 2,000.00
BLADEN	14	\$ 7,000.00
BRUNSWICK	35	\$ 17,500.00
BUNCOMBE	60	\$ 30,000.00
BURKE	38	\$ 19,000.00
CABARRUS	41	\$ 20,500.00
CALDWELL	23	\$ 11,500.00
CAMDEN	4	\$ 2,000.00
CARTERET	8	\$ 4,000.00
CASWELL	2	\$ 1,000.00
CATAWBA	40	\$ 20,000.00
CHATHAM	7	\$ 3,500.00
CHEROKEE	13	\$ 6,500.00
CHOWAN	3	\$ 1,500.00
CLAY	6	\$ 3,000.00
CLEVELAND	42	\$ 21,000.00
COLUMBUS	28	\$ 14,000.00
CRAVEN	19	\$ 9,500.00
CUMBERLAND	145	\$ 72,500.00
CURRITUCK	3	\$ 1,500.00
DARE	9	\$ 4,500.00
DAVIDSON	32	\$ 16,000.00
DAVIE	10	\$ 5,000.00
DUPLIN	9	\$ 4,500.00
DURHAM	66	\$ 33,000.00
EDGECOMBE	1	\$ 500.00
FORSYTH	42	\$ 21,000.00
FRANKLIN	7	\$ 3,500.00
GASTON	77	\$ 38,500.00
GATES	1	\$ 500.00
GRAHAM	6	\$ 3,000.00
GRANVILLE	9	\$ 4,500.00
GREENE	7	\$ 3,500.00
GUILFORD	113	\$ 56,500.00
HALIFAX	6	\$ 3,000.00
HARNETT	39	\$ 19,500.00
HAYWOOD	21	\$ 10,500.00

County	Ages 14-17	Total
HENDERSON	31	\$ 15,500.00
HERTFORD	3	\$ 1,500.00
HOKE	16	\$ 8,000.00
HYDE	5	\$ 2,500.00
IREDELL	17	\$ 8,500.00
JACKSON	13	\$ 6,500.00
JOHNSTON	37	\$ 18,500.00
JONES	2	\$ 1,000.00
LEE	5	\$ 2,500.00
LENOIR	14	\$ 7,000.00
LINCOLN	18	\$ 9,000.00
MACON	13	\$ 6,500.00
MADISON	11	\$ 5,500.00
MARTIN	7	\$ 3,500.00
MCDOWELL	16	\$ 8,000.00
MECKLENBURG	114	\$ 57,000.00
MITCHELL	6	\$ 3,000.00
MONTGOMERY	2	\$ 1,000.00
MOORE	13	\$ 6,500.00
NASH	6	\$ 3,000.00
NEW HANOVER	60	\$ 30,000.00
NORTHAMPTON	0	\$ -
ONslow	30	\$ 15,000.00
ORANGE	13	\$ 6,500.00
PAMLICO	2	\$ 1,000.00
PASQUOTANK	10	\$ 5,000.00
PENDER	7	\$ 3,500.00
PERQUIMANS	4	\$ 2,000.00
PERSON	20	\$ 10,000.00
PITT	58	\$ 29,000.00
POLK	8	\$ 4,000.00
RANDOLPH	49	\$ 24,500.00
RICHMOND	11	\$ 5,500.00
ROBESON	55	\$ 27,500.00
ROCKINGHAM	17	\$ 8,500.00
ROWAN	39	\$ 19,500.00
RUTHERFORD	19	\$ 9,500.00
SAMPSON	21	\$ 10,500.00
SCOTLAND	23	\$ 11,500.00
STANLY	3	\$ 1,500.00
STOKES	15	\$ 7,500.00
SURRY	14	\$ 7,000.00
SWAIN	12	\$ 6,000.00
TRANSYLVANIA	5	\$ 2,500.00

County	Ages 14-17	Total
TYRRELL	0	\$ -
UNION	36	\$ 18,000.00
VANCE	14	\$ 7,000.00
WAKE	102	\$ 51,000.00
WARREN	2	\$ 1,000.00
WASHINGTON	9	\$ 4,500.00
WATAUGA	11	\$ 5,500.00
WAYNE	14	\$ 7,000.00
WILKES	64	\$ 32,000.00
WILSON	9	\$ 4,500.00
YADKIN	11	\$ 5,500.00
YANCEY	10	\$ 5,000.00



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Consent

Presenter: Melanie Corprew, Social Services

Agenda Title: LIHWAP Budget Amendment

Summary of Information: On July 7, 2022, the Director of Social Services received notification that the funding authorization for LIHWAP (Low Income Household Water Assistance Program) had been posted. LIHWAP is a temporary emergency program that helps eligible households afford water and wastewater services. Payments are made directly to the utility company. Households can apply for LIHWAP through September 30, 2023, or until funds run out. Beaufort County DSS budgeted \$72,626 in FY22-23 for the program based on estimates and spending in FY21-22. The funding authorization amount is \$93,279, which is \$20,653 more than the budgeted amount.

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

Submitter Recommendations/Motions: Approval of the budget amendment

Attachments:

1. Signed Budget Amendment
2. LIHWAP Funding Authorization

Budget Amendment Request

Date of Request: August 1, 2022

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105480.586200	LIHWAP (Exp.)	\$20,653	
100222.493568	Energy Assistance (Rev.)	\$20,653	

Department Justification:

On July 7, 2022, the Director of Social Services received notification that the funding authorization for LIHWAP (Low Income Household Water Assistance Program) had been posted. LIHWAP is a temporary emergency program that helps eligible households afford water and wastewater services. Payments are made directly to the utility company. Households can apply for LIHWAP through September 30, 2023, or until funds run out. Beaufort County DSS budgeted \$72,626 for the program based on estimates and spending in FY22. The funding authorization amount is \$93,279, which is \$20,653 more than the budgeted amount.

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

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	<i>Melanie Corpeant</i>	7/21/22
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. _____	



DIVISION OF SOCIAL SERVICES

Low-Income Household Water Assistance Program (LIHWAP)

FUNDING SOURCE: American Rescue Plan Act (ARPA)

EFFECTIVE DATE: 7/01/2022

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM JUNE 2022 THRU MAY 2023 SERVICE MONTHS

FROM JULY 2022 THRU JUNE 2023 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	257,630	257,630	0	0	257,630	257,630
02	ALEXANDER	44,021	44,021	0	0	44,021	44,021
03	ALLEGHANY	18,657	18,657	0	0	18,657	18,657
04	ANSON	59,396	59,396	0	0	59,396	59,396
05	ASHE	41,054	41,054	0	0	41,054	41,054
06	AVERY	22,604	22,604	0	0	22,604	22,604
07	BEAUFORT	93,279	93,279	0	0	93,279	93,279
08	BERTIE	46,707	46,707	0	0	46,707	46,707
09	BLADEN	78,513	78,513	0	0	78,513	78,513
10	BRUNSWICK	166,742	166,742	0	0	166,742	166,742
11	BUNCOMBE	367,752	367,752	0	0	367,752	367,752
12	BURKE	150,758	150,758	0	0	150,758	150,758
13	CABARRUS	206,871	206,871	0	0	206,871	206,871
14	CALDWELL	124,661	124,661	0	0	124,661	124,661
15	CAMDEN	8,502	8,502	0	0	8,502	8,502
16	CARTERET	71,539	71,539	0	0	71,539	71,539
17	CASWELL	39,821	39,821	0	0	39,821	39,821
18	CATAWBA	208,051	208,051	0	0	208,051	208,051
19	CHATHAM	64,783	64,783	0	0	64,783	64,783
20	CHEROKEE	46,342	46,342	0	0	46,342	46,342
21	CHOWAN	27,812	27,812	0	0	27,812	27,812
22	CLAY	18,164	18,164	0	0	18,164	18,164
23	CLEVELAND	191,900	191,900	0	0	191,900	191,900
24	COLUMBUS	120,506	120,506	0	0	120,506	120,506
25	CRAVEN	136,405	136,405	0	0	136,405	136,405
26	CUMBERLAND	677,284	677,284	0	0	677,284	677,284
27	CURRITUCK	24,119	24,119	0	0	24,119	24,119
28	DARE	32,356	32,356	0	0	32,356	32,356
29	DAVIDSON	235,080	235,080	0	0	235,080	235,080
30	DAVIE	44,224	44,224	0	0	44,224	44,224
31	DUPLIN	98,286	98,286	0	0	98,286	98,286
32	DURHAM	402,610	402,610	0	0	402,610	402,610
33	EDGECOMBE	142,477	142,477	0	0	142,477	142,477
34	FORSYTH	546,927	546,927	0	0	546,927	546,927
35	FRANKLIN	90,421	90,421	0	0	90,421	90,421
36	GASTON	331,327	331,327	0	0	331,327	331,327
37	GATES	16,572	16,572	0	0	16,572	16,572
38	GRAHAM	14,564	14,564	0	0	14,564	14,564
39	GRANVILLE	85,411	85,411	0	0	85,411	85,411
40	GREENE	41,553	41,553	0	0	41,553	41,553
41	GUILFORD	831,312	831,312	0	0	831,312	831,312
42	HALIFAX	142,273	142,273	0	0	142,273	142,273
43	HARNETT	193,524	193,524	0	0	193,524	193,524
44	HAYWOOD	90,118	90,118	0	0	90,118	90,118
45	HENDERSON	123,101	123,101	0	0	123,101	123,101
46	HERTFORD	54,708	54,708	0	0	54,708	54,708
47	HOKE	91,150	91,150	0	0	91,150	91,150

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	9,443	9,443	0	0	9,443	9,443
49	IREDELL	163,816	163,816	0	0	163,816	163,816
50	JACKSON	58,251	58,251	0	0	58,251	58,251
51	JOHNSTON	258,303	258,303	0	0	258,303	258,303
52	JONES	19,256	19,256	0	0	19,256	19,256
53	LEE	95,715	95,715	0	0	95,715	95,715
54	LENOIR	121,081	121,081	0	0	121,081	121,081
55	LINCOLN	105,857	105,857	0	0	105,857	105,857
56	MACON	46,886	46,886	0	0	46,886	46,886
57	MADISON	32,116	32,116	0	0	32,116	32,116
58	MARTIN	49,722	49,722	0	0	49,722	49,722
59	MCDOWELL	78,617	78,617	0	0	78,617	78,617
60	MECKLENBURG	1,340,215	1,340,215	0	0	1,340,215	1,340,215
61	MITCHELL	22,953	22,953	0	0	22,953	22,953
62	MONTGOMERY	42,000	42,000	0	0	42,000	42,000
63	MOORE	101,310	101,310	0	0	101,310	101,310
64	NASH	160,322	160,322	0	0	160,322	160,322
65	NEW HANOVER	268,028	268,028	0	0	268,028	268,028
66	NORTHAMPTON	48,847	48,847	0	0	48,847	48,847
67	ONslow	220,572	220,572	0	0	220,572	220,572
68	ORANGE	133,923	133,923	0	0	133,923	133,923
69	PAMLICO	18,487	18,487	0	0	18,487	18,487
70	PASQUOTANK	67,073	67,073	0	0	67,073	67,073
71	PENDER	77,552	77,552	0	0	77,552	77,552
72	PERQUIMANS	21,751	21,751	0	0	21,751	21,751
73	PERSON	63,148	63,148	0	0	63,148	63,148
74	PITT	330,582	330,582	0	0	330,582	330,582
75	POLK	23,903	23,903	0	0	23,903	23,903
76	RANDOLPH	212,243	212,243	0	0	212,243	212,243
77	RICHMOND	120,751	120,751	0	0	120,751	120,751
78	ROBESON	382,338	382,338	0	0	382,338	382,338
79	ROCKINGHAM	149,537	149,537	0	0	149,537	149,537
80	ROWAN	212,118	212,118	0	0	212,118	212,118
81	RUTHERFORD	130,004	130,004	0	0	130,004	130,004
82	SAMPSON	130,332	130,332	0	0	130,332	130,332
83	SCOTLAND	102,976	102,976	0	0	102,976	102,976
84	STANLY	91,316	91,316	0	0	91,316	91,316
85	STOKES	58,316	58,316	0	0	58,316	58,316
86	SURRY	118,379	118,379	0	0	118,379	118,379
87	SWAIN	20,648	20,648	0	0	20,648	20,648
88	TRANSYLVANIA	41,361	41,361	0	0	41,361	41,361
89	TYRRELL	7,649	7,649	0	0	7,649	7,649
90	UNION	181,622	181,622	0	0	181,622	181,622
91	VANCE	117,611	117,611	0	0	117,611	117,611
92	WAKE	855,769	855,769	0	0	855,769	855,769
93	WARREN	45,779	45,779	0	0	45,779	45,779
94	WASHINGTON	30,546	30,546	0	0	30,546	30,546
95	WATAUGA	56,797	56,797	0	0	56,797	56,797
96	WAYNE	212,505	212,505	0	0	212,505	212,505
97	WILKES	109,175	109,175	0	0	109,175	109,175
98	WILSON	174,245	174,245	0	0	174,245	174,245
99	YADKIN	45,880	45,880	0	0	45,880	45,880
100	YANCEY	29,759	29,759	0	0	29,759	29,759
Total		14,539,252	14,539,252	0	0	14,539,252	14,539,252

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: I

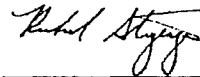
FUNDING SOURCE: Low-Income Home Energy Assistance
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: 2101NCLWC6
Award Date: FFY 2022
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: LIHWAP CAA
Tracked on XS411: Federal Share 100%

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

AUTHORIZED SIGNATURE



DATE:

July 7, 2022



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Consent

Presenter: Melanie Corprew, Social Services

Agenda Title: ARPA Budget Amendment

Summary of Information: The Dear County Director Letter dated February 17, 2022, notified DSS that the Division of Aging and Adult Services had allocated ARPA funding for Adult Protective Services. This funding will allow county department of social services to provide essential services for adults for whom the need for protective services has been substantiated. The funds are intended to assist with essential services such as the provision of medical care for physical and mental health, assistance in personal hygiene, assistance with obtaining appropriate food, clothing, providing heated and ventilated shelter, providing protection from health and safety hazards, and protection from abuse, neglect, and exploitation. Beaufort County's allocated amount is \$17,588.

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

Submitter Recommendations/Motions: Approval of the budget amendment.

Attachments:

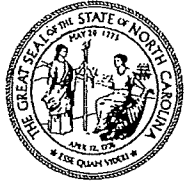
1. Signed Budget Amendment
2. Dear County Director Letter
3. Funding Authorization

Budget Amendment Request

Date of Request: August 1, 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105310.562570	ARPA APS (Exp.)	\$17,588	
100222.493670	ARPA APS (Rev.)	\$17,588	

State Position No. _____



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

JOYCE MASSEY-SMITH, MPA •
Director, Division of Aging and Adult Services

February 17, 2022

DEAR COUNTY DIRECTOR OF SOCIAL SERVICES

ATTENTION: ADULT SERVICES SUPERVISORS AND PROGRAM MANAGERS

SUBJECT: ADULT PROTECTIVE SERVICES ESSENTIAL SERVICES FUND

REQUIRED ACTION: ☐ Information Only ☒ Time Sensitive ☒ Action Required

The Division of Aging and Adult Services (DAAS) has allocated \$1,500,00.00 of the American Rescue Plan Act (ARPA) of 2021 funding to an Adult Protective Services (APS) Essential Services Fund. This funding allows county departments of social services to provide essential services for adults for whom the need for protective services has been substantiated. These funds will assist adults to age in place, eliminating unnecessary institutionalization and promoting opportunities to return to a community-based setting when possible.

The fund is intended to assist county departments of social services in addressing identified protective services needs and mobilizing protective services where limited county funding and limited local resources may be a barrier. The funds are being made available in addition to any funds already allocated by the county and is not intended to replace funds already in place. Counties should ensure no other funding sources or resources are available to assist the individual prior to using the APS Essential Services Fund.

The APS Essential Services Fund must be used to provide and arrange for essential needs on behalf of an individual receiving Protective Services for Adults Planning and Mobilizing Services (SIS Code 204). The individual must be opened for SIS Code 204 services on a signed DSS-5027. If the individual is a recipient of the Community Alternatives Program (CAP) or the Special Assistance In Home Program (SAIH), counties should ensure that APS Essential Services Funds are used for needs that are not being covered through either of the programs.

These essential services needs include the provision of medical care for physical and mental health, assistance in personal hygiene, assistance with obtaining appropriate food, clothing, seeking and providing heated and ventilated shelter, providing for protection from health and safety hazards, and protection from abuse, neglect, and exploitation.

To account for these funds and receive reimbursement, your agency will need to complete an invoice for each individual receiving funding for the reimbursement month. The APS Essential Services Fund Reporting Tool is required to be completed for your agency to receive reimbursement for funding that meets the criteria for essential needs, and no other resources or funding opportunities are available. The APS Essential Services Fund Reporting Tool has been

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF AGING AND ADULT SERVICES

LOCATION: 693 Palmer Drive, Taylor Hall, Raleigh, NC 27603

MAILING ADDRESS: 2101 Mail Service Center, Raleigh, NC 27699-2101

www.ncdhhs.gov • TEL: 919-855-3400 • FAX: 919-733-0443

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created using the Microsoft Forms program, the same program as the monthly Adult Services Survey.

The information required to submit the APS Essential Services Fund Reporting Tool includes:

- The county name submitting the invoice
- The first and last name of the county staff completing the invoice
- The email address of the staff completing the invoice
- The SIS ID of the individual open for 204 services receiving services through the Essential Services Fund
- The amount spent in each of the applicable categories for that individual:
 - Medication/medical care
 - Housing supports (rent/mortgage payments, taxes, hotels)
 - Groceries
 - Personal hygiene/clothing
 - Household supplies (appliances/furniture)
 - Home repairs/modifications
 - Personal Care (sitter/respite/personal care aid, life alert, adult day care)
 - Utilities (electric, gas, telephone, water, internet)
 - Health and wellness supplies
 - Transportation
 - Other (please describe)

The APS Essential Services Fund is available for use beginning February 1, 2022, through December 31, 2022. Your agency will be asked to complete one invoice for each individual receiving the APS Essential Services funding for each month funding is available. A link to submit the monthly invoices is provided in the attachment, APS Essential Services Fund Reporting Tool. Please enter all of February reimbursements on the February tool by March 1, 2022. Moving forward the tool must be completed by 5:00 p.m. on the first working day of the month for the previous month. For example, all requested reimbursements for March 2022 should be entered in the monthly tool by 5:00 p.m. on April 1, 2022. If you are unable to submit an invoice in the APS Essential Services Reporting Tool by the due date, you may submit the invoice the following month for reimbursement.

No prior approval is needed by your agency to utilize this funding. Your agency will complete the DSS-1571 Part II to receive reimbursement for the previous month. The invoices should be submitted to DAAS via the APS Essential Services Fund Reporting Tool as a part of this reimbursement process.

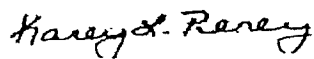
Please see the attached document, APS Essential Services Funding Authorizations SFY 2021-2022, with each county's allocation. Counties should track their monthly invoices to ensure you do not expend beyond your allocation. Any unused allocation for SFY 2021-2022, may be utilized in SFY 2022-2023, until December 31, 2022. If more than 20% of the funds remain on September 1, 2022, counties will be contacted to determine their plans and if the funds will be expended by December 31, 2022. If there are remaining funds, they will be reallocated according to the formula for those counties who have submitted invoices for the year and are able to utilize the funding. The funding formula for allocations is based on the number of individuals who received Protective Services in each county in SFY 2021-2022 and a weighted percent of 10% for SIS Code 202, 70% for SIS Code 204, and 20% based on the number of citizens at or below the poverty level for 2019.

We appreciate the contributions of the N.C. Association of County Directors of Social Services (NCACDSS) for the development of the definition of allowable services and the funding formula for the APS Essential Services Fund.

An in-service training will be conducted on February 24, 2022, during the monthly SA/AS Statewide Consultation that will explain the use of the funding and how to complete the APS Essential Services Reporting Tool.

If you have questions or need additional information, please contact Sarah M. Richardson at sarah.richardson@dhhs.nc.gov or the Adult Services listserv at dssasup@listserv.unc.edu.

Sincerely,



Karey Perez
Adult Services Section Chief

KP/smr/ctw

DAAS_AS_05_2005

Attachments: APS Essential Service Funding Authorizations SFY 2021-2022

APS Essential Services Fund Reporting Tool



DIVISION OF SOCIAL SERVICES

APS Essential Services

FUNDING SOURCE: APS Under SSA Title XX (CRRSA)

EFFECTIVE DATE: 07/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM FEBRUARY 2022 THRU MAY 2022 SERVICE MONTHS

FROM MARCH 2022 THRU JUNE 2022 PAYMENT MONTHS

Co No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	78,895.00	78,895.00	0.00	0.00	78,895.00	78,895.00
02	ALEXANDER	7,521.00	7,521.00	0.00	0.00	7,521.00	7,521.00
03	ALLEGHANY	4,732.00	4,732.00	0.00	0.00	4,732.00	4,732.00
04	ANSON	3,501.00	3,501.00	0.00	0.00	3,501.00	3,501.00
05	ASHE	5,753.00	5,753.00	0.00	0.00	5,753.00	5,753.00
06	AVERY	1,022.00	1,022.00	0.00	0.00	1,022.00	1,022.00
07	BEAUFORT	17,588.00	17,588.00	0.00	0.00	17,588.00	17,588.00
08	BERTIE	4,951.00	4,951.00	0.00	0.00	4,951.00	4,951.00
09	BLADEN	4,078.00	4,078.00	0.00	0.00	4,078.00	4,078.00
10	BRUNSWICK	11,558.00	11,558.00	0.00	0.00	11,558.00	11,558.00
11	BUNCOMBE	53,764.00	53,764.00	0.00	0.00	53,764.00	53,764.00
12	BURKE	13,604.00	13,604.00	0.00	0.00	13,604.00	13,604.00
13	CABARRUS	15,426.00	15,426.00	0.00	0.00	15,426.00	15,426.00
14	CALDWELL	19,484.00	19,484.00	0.00	0.00	19,484.00	19,484.00
15	CAMDEN	804.00	804.00	0.00	0.00	804.00	804.00
16	CARTERET	15,813.00	15,813.00	0.00	0.00	15,813.00	15,813.00
17	CASWELL	4,047.00	4,047.00	0.00	0.00	4,047.00	4,047.00
18	CATAWBA	19,643.00	19,643.00	0.00	0.00	19,643.00	19,643.00
19	CHATHAM	6,255.00	6,255.00	0.00	0.00	6,255.00	6,255.00
20	CHEROKEE	8,364.00	8,364.00	0.00	0.00	8,364.00	8,364.00
21	CHOWAN	3,887.00	3,887.00	0.00	0.00	3,887.00	3,887.00
22	CLAY	2,900.00	2,900.00	0.00	0.00	2,900.00	2,900.00
23	CLEVELAND	18,386.00	18,386.00	0.00	0.00	18,386.00	18,386.00
24	COLUMBUS	7,735.00	7,735.00	0.00	0.00	7,735.00	7,735.00
25	CRAVEN	28,322.00	28,322.00	0.00	0.00	28,322.00	28,322.00
26	CUMBERLAND	36,410.00	36,410.00	0.00	0.00	36,410.00	36,410.00
27	CURRITUCK	1,737.00	1,737.00	0.00	0.00	1,737.00	1,737.00
28	DARE	3,376.00	3,376.00	0.00	0.00	3,376.00	3,376.00
29	DAVIDSON	17,782.00	17,782.00	0.00	0.00	17,782.00	17,782.00
30	DAVIE	7,307.00	7,307.00	0.00	0.00	7,307.00	7,307.00
31	DUPLIN	9,735.00	9,735.00	0.00	0.00	9,735.00	9,735.00
32	DURHAM	55,966.00	55,966.00	0.00	0.00	55,966.00	55,966.00
33	EDGECOMBE	11,723.00	11,723.00	0.00	0.00	11,723.00	11,723.00
34	FORSYTH	22,859.00	22,859.00	0.00	0.00	22,859.00	22,859.00
35	FRANKLIN	7,610.00	7,610.00	0.00	0.00	7,610.00	7,610.00
36	GASTON	95,621.00	95,621.00	0.00	0.00	95,621.00	95,621.00
37	GATES	2,408.00	2,408.00	0.00	0.00	2,408.00	2,408.00
38	GRAHAM	3,818.00	3,818.00	0.00	0.00	3,818.00	3,818.00
39	GRANVILLE	7,579.00	7,579.00	0.00	0.00	7,579.00	7,579.00
40	GREENE	3,131.00	3,131.00	0.00	0.00	3,131.00	3,131.00
41	GUILFORD	37,100.00	37,100.00	0.00	0.00	37,100.00	37,100.00
42	HALIFAX	7,811.00	7,811.00	0.00	0.00	7,811.00	7,811.00
43	HARNETT	10,881.00	10,881.00	0.00	0.00	10,881.00	10,881.00
44	HAYWOOD	13,487.00	13,487.00	0.00	0.00	13,487.00	13,487.00
45	HENDERSON	16,775.00	16,775.00	0.00	0.00	16,775.00	16,775.00
46	HERTFORD	5,535.00	5,535.00	0.00	0.00	5,535.00	5,535.00
47	HOKE	8,962.00	8,962.00	0.00	0.00	8,962.00	8,962.00

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	1,601.00	1,601.00	0.00	0.00	1,601.00	1,601.00
49	IREDELL	13,583.00	13,583.00	0.00	0.00	13,583.00	13,583.00
50	JACKSON	6,816.00	6,816.00	0.00	0.00	6,816.00	6,816.00
51	JOHNSTON	26,209.00	26,209.00	0.00	0.00	26,209.00	26,209.00
52	JONES	1,029.00	1,029.00	0.00	0.00	1,029.00	1,029.00
53	LEE	2,910.00	2,910.00	0.00	0.00	2,910.00	2,910.00
54	LENOIR	5,733.00	5,733.00	0.00	0.00	5,733.00	5,733.00
55	LINCOLN	12,060.00	12,060.00	0.00	0.00	12,060.00	12,060.00
56	MACON	4,829.00	4,829.00	0.00	0.00	4,829.00	4,829.00
57	MADISON	5,820.00	5,820.00	0.00	0.00	5,820.00	5,820.00
58	MARTIN	2,615.00	2,615.00	0.00	0.00	2,615.00	2,615.00
59	MCDOWELL	7,229.00	7,229.00	0.00	0.00	7,229.00	7,229.00
60	MECKLENBURG	100,589.00	100,589.00	0.00	0.00	100,589.00	100,589.00
61	MITCHELL	2,540.00	2,540.00	0.00	0.00	2,540.00	2,540.00
62	MONTGOMERY	7,808.00	7,808.00	0.00	0.00	7,808.00	7,808.00
63	MOORE	9,901.00	9,901.00	0.00	0.00	9,901.00	9,901.00
64	NASH	7,161.00	7,161.00	0.00	0.00	7,161.00	7,161.00
65	NEW HANOVER	57,439.00	57,439.00	0.00	0.00	57,439.00	57,439.00
66	NORTHAMPTON	2,559.00	2,559.00	0.00	0.00	2,559.00	2,559.00
67	ONslow	23,735.00	23,735.00	0.00	0.00	23,735.00	23,735.00
68	ORANGE	15,595.00	15,595.00	0.00	0.00	15,595.00	15,595.00
69	PAMLICO	1,181.00	1,181.00	0.00	0.00	1,181.00	1,181.00
70	PASQUOTANK	2,434.00	2,434.00	0.00	0.00	2,434.00	2,434.00
71	PENDER	15,091.00	15,091.00	0.00	0.00	15,091.00	15,091.00
72	PERQUIMANS	1,328.00	1,328.00	0.00	0.00	1,328.00	1,328.00
73	PERSON	8,993.00	8,993.00	0.00	0.00	8,993.00	8,993.00
74	PITT	55,869.00	55,869.00	0.00	0.00	55,869.00	55,869.00
75	POLK	5,383.00	5,383.00	0.00	0.00	5,383.00	5,383.00
76	RANDOLPH	8,111.00	8,111.00	0.00	0.00	8,111.00	8,111.00
77	RICHMOND	6,018.00	6,018.00	0.00	0.00	6,018.00	6,018.00
78	ROBESON	67,513.00	67,513.00	0.00	0.00	67,513.00	67,513.00
79	ROCKINGHAM	24,578.00	24,578.00	0.00	0.00	24,578.00	24,578.00
80	ROWAN	11,231.00	11,231.00	0.00	0.00	11,231.00	11,231.00
81	RUTHERFORD	4,973.00	4,973.00	0.00	0.00	4,973.00	4,973.00
82	SAMPSON	18,951.00	18,951.00	0.00	0.00	18,951.00	18,951.00
83	SCOTLAND	7,266.00	7,266.00	0.00	0.00	7,266.00	7,266.00
84	STANLY	6,805.00	6,805.00	0.00	0.00	6,805.00	6,805.00
85	STOKES	5,226.00	5,226.00	0.00	0.00	5,226.00	5,226.00
86	SURRY	16,426.00	16,426.00	0.00	0.00	16,426.00	16,426.00
87	SWAIN	6,822.00	6,822.00	0.00	0.00	6,822.00	6,822.00
88	TRANSYLVANIA	6,263.00	6,263.00	0.00	0.00	6,263.00	6,263.00
89	TYRRELL	1,764.00	1,764.00	0.00	0.00	1,764.00	1,764.00
90	UNION	17,061.00	17,061.00	0.00	0.00	17,061.00	17,061.00
91	VANCE	5,358.00	5,358.00	0.00	0.00	5,358.00	5,358.00
92	WAKE	64,625.00	64,625.00	0.00	0.00	64,625.00	64,625.00
93	WARREN	2,308.00	2,308.00	0.00	0.00	2,308.00	2,308.00
94	WASHINGTON	1,657.00	1,657.00	0.00	0.00	1,657.00	1,657.00
95	WATAUGA	3,518.00	3,518.00	0.00	0.00	3,518.00	3,518.00
96	WAYNE	18,109.00	18,109.00	0.00	0.00	18,109.00	18,109.00
97	WILKES	14,499.00	14,499.00	0.00	0.00	14,499.00	14,499.00
98	WILSON	21,561.00	21,561.00	0.00	0.00	21,561.00	21,561.00
99	YADKIN	2,241.00	2,241.00	0.00	0.00	2,241.00	2,241.00
100	YANCEY	3,430.00	3,430.00	0.00	0.00	3,430.00	3,430.00
Total		1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	1,500,000.00

APS Essential Services

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: APS Under SSA Title XX (CRRSA)

CFDA Number: 93.747

CFDA Name: APS Under SSA Title XX (CRRSA)

Award Name: APS Under SSA Title XX (CRRSA)

Award Number: 2101NCAPC5-00

Award Date: FFY 2021

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: APS Essential Svcs

Tracked on XS411: Federal Share 100%

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

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA G
THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION

AUTHORIZED SIGNATURE



DATE:

January 31, 2022



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health Director

Agenda Title: Budget Amendment - Health

Summary of Information: The Health Department has received additional state funding and Vidant Community Health Grants. The KBR grant was received in FY 2022. The Health Department requests a budget amendment to carry over unspoken funds in the amount of \$92,068 and to approve the additional funding.

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

Attachments:

1. Budget Amendment - Additional State Funding

Beaufort County Finance

Budget Amendment Request

Department: HEALTH

Date of Request: 8/1/22

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100221-454090	WIC Breastfeeding	\$500	
100221-454030	WIC Client Services	\$5,113	
105167-540000	WIC Equipment	\$5,613	
100600-460000	Misc Health Grants	\$5,710	
105158-526014	FFESMM Grant Supplies	\$2,710	
105158-519316	Behavioral Health Community Grant	\$3,000	
100211-445197	COVID-19 (AA 543)	\$95,453	
105120-551000	COVID Capital Outlay Equipment	\$92,204	
105120-526110	COVID Supplies	\$2,953	
105120-540003	COVID Equipment	\$296	
109991-499100	Appropriated County Fund Balance	\$92,068	
105158-519315	KBR Substance/Behavioral Health Grant	\$92,068	

Department Justification: Additional state funding and Vidant Community Health Grants. KBR Grant received in FY22. Carryover request of unspent funds \$92,068.

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head	 James Madson (Jul 22, 2022 12:38 EDT)	Jul 22, 2022
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health FY23 Fees

Summary of Information: Request to approve the following fees. Board of Health approved on July 19, 2022.

CPT Code	Description	Current Fee	Proposed Fee
0081A	Pfizer Pediatric 1 st Dose COVID-19 Vaccine Administration Fee	\$0	\$20.00
0082A	Pfizer Pediatric 2 nd Dose COVID-19 Vaccine Administration Fee	\$0	\$30.00
0083A	Pfizer Pediatric Booster Dose COVID-19 Vaccine Administration Fee	\$0	\$30.00

Submitter Recommendations/Motions: Staff recommend approving the fee revisions as presented.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Consent

Presenter: Jennifer Whitehurst, Register of Deeds

Agenda Title: Computer Programming and Maintenance Contract

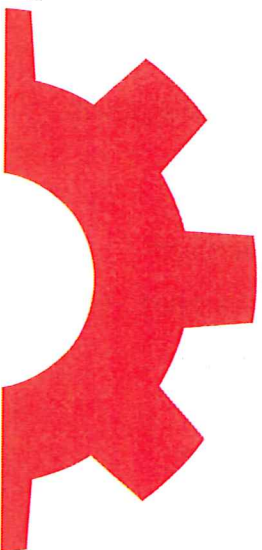
Summary of Information: Request is being made to enter into a monthly contract to update, debug, and maintain the Register of Deeds online map system, MapCo, at the rate of \$700.00 per month (\$8400.00 per year). This fee does not include hosting fees. Hosting fees are currently contracted with another vendor for the upcoming FY.

Submitter Recommendations/Motions: Staff recommends approval of the contract with Dwight Taylor, Computer Programming Contractor.

Attachments:

1. Programming and Maintenance Contract

Computer Programming Service Contract for MapCo Software Systems, Websites & Associated Technologies



Prepared for:
Jennifer Whitehurst,
Beaufort County NC

Prepared by:
Dwight Taylor

This SERVICE CONTRACT (this "Agreement" or this "Service Contract"), effective as of July 1, 2022, is made and entered into by and between, Beaufort County, a body politic of the State of North Carolina, Jennifer Whitehurst, the duly elected Register of Deeds, with offices located at 112 W 2nd Street, Washington, NC 27889 (hereinafter the "Customer"), and Dwight Taylor, a computer programming contractor, with a registered address located at address 128 Sugar Creek Rd., Weaverville, NC 28787 (hereinafter the "Contractor").

Whereas, Contractor and Customer desire to enter into a relationship in which Contractor will provide Services & Deliverables as specified in that sub section of, and included in, the Statement of Work in Attachment A and in which Customer will provide payment to Contractor as specified in the sub section Price and payment schedule, also included in the Statement of Work in Attachment A.

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties, intending to be legally bound, do hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Services" means any and all services specified in the Statement of Work (as defined below).
- b. "Deliverables" means any tangible property, including software media, delivered to Customer under this Service Contract, as specified in the Statement of Work.
- c. "Project" means the combination of Services and Deliverables to be provided under this Agreement.

2. Statement of work

Contractor shall perform and deliver the Project as set forth in the Statement of Work issued against and subject to the terms and conditions of this Agreement.

The work which Contractor shall perform shall be specified in the Statement of Work—attached hereto as Attachment A—which will be written under the terms and conditions of this Agreement. The Statement of Work shall specify: (i) description of Services and Deliverables, (ii) schedule for Deliverables, and (iii) Price and payment schedule.

3. Term

The term of this Agreement shall commence on July 1, 2022, and shall continue thereafter until terminated in writing by one of the parties, or as provided in Section 11 below.

4. Terms of payment

- a. **Price.** Projects will be performed on a firm fixed price basis or a time and materials basis, as indicated in the applicable Statement of Work. Any additional or unscheduled Services or Deliverables to be provided by Contractor outside of the Statement of

Work must be mutually agreed upon in writing signed by both parties hereto referencing this Agreement.

b. Taxes. The Project Price does not include and Customer is responsible for all taxes (except taxes on Contractor's income) tariffs, and any similar charges imposed upon or related to the Services or Deliverables or their delivery or use.

c. Payment schedule. Customer will receive invoices based upon the billing/payment schedule contained in the applicable Statement of Work. Invoices will contain a description of the Services or Deliverables provided. Invoices are due and payable within 30 days of Contractor's invoice date. Interest may be charged on all amounts unpaid after 30 days at the annual rate of 1-1/2 percent per month or the highest legal rate, whichever is lower. If any invoice is not paid when due, Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.

d. Title and security interest. Contractor reserves a purchase money security interest in each Deliverable until payment of the Project Price is received. Customer agrees to sign, upon request, any documents necessary to protect Contractor's security interest in all Deliverables.

5. Deliverables

Except for commercial off-the-shelf type products where the license for such products is contained in the applicable Statement of Work, Customer shall have exclusive unlimited ownership rights to all deliverables developed under this Agreement.

All of the foregoing shall be deemed to be work made for hire, except as hereafter specified, and belong to Customer, with Customer having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection.

Customer acknowledges that Contractor uses, or may develop hereunder, methods, concepts, code sequences, format, sequence structure, organization, menu command hierarchy, templates, masks, user interface, techniques, program organization, database structuring techniques, and the like (Contractor proprietary items) that are proprietary to Contractor.

The MapCo software framework is owned by Green Light Coding and Contractor and is not to be redistributed. The current specific implementation of the MapCo software framework for Customer is owned by Customer.

It is agreed that these Contractor proprietary items shall remain the sole and exclusive property of Contractor. Contractor grants Customer a perpetual, non-exclusive, paid-up license to use Contractor proprietary items subject to the following:

- a.** Customer may use Contractor proprietary items solely in connection with the products purchased hereunder, for the purpose for which those products were originally purchased.
- b.** Customer may not transfer, sell, or otherwise dispose of any Contractor proprietary items without the prior written consent of Contractor.
- c.** This license gives no title or ownership rights in Contractor proprietary items or related intellectual property to Customer.
- d.** If software source code is delivered to Customer under this license, Customer agrees to keep the source code strictly confidential in accordance with Section 13 below.
If software object code is delivered, Customer will not copy or modify the software or subject the software to any process intended to create computer source code from Contractor proprietary items.
- e.** Customer agrees to retain or reproduce on all copies of any Contractor proprietary items all copyright notices and other proprietary legends and all trademarks or service marks of Contractor or any third party.
- f.** Customer will have no rights to assign or sell the license granted herein to others.
- g.** If Customer orders any commercial off-the-shelf type products, a separate licensing agreement shall be negotiated and shall become part of the applicable Statement of Work.
- h.** Customer grants Contractor a perpetual non-exclusive, paid-up license to use all portions of the deliverables first developed by Contractor during the performance of this Agreement, not to include content or any material provided to Contractor by Customer.

6. Acceptance

The Deliverables, if any, shall be deemed accepted by Customer upon completion of the following acceptance test:

- a.** Immediately upon receipt of said Deliverables, Customer shall promptly perform testing of the Deliverables to confirm that the Deliverables perform in accordance with the documentation or other standards applicable thereto as set forth in the Statement of Work.
- b.** Customer shall either promptly provide Contractor with written acceptance of the Deliverables, or deliver to Contractor a detailed written statement of nonconformities to be corrected prior to Customer's acceptance of the Deliverables. Unless otherwise agreed to in writing by the parties, Contractor will redeliver corrected Deliverables to Customer within a reasonable amount of time after receipt of such statement of nonconformities.
- c.** Following redelivery of corrected Deliverables, a new acceptance test shall be immediately commenced by Customer. Any such written statement of nonconformities shall provide sufficient detail to enable Contractor to remedy the failure to conform to the Completion Criteria.

If Customer fails to provide a written acceptance or a written statement of nonconformities within five (5) days of initial receipt of said Deliverables or such other mutually acceptable period as defined in the applicable Statement of Work, or within five (5) days of re-delivery of said corrected Deliverables or such other mutually acceptable period, the Deliverables shall be deemed immediately accepted by Customer.

7. Warranties and remedies

- a.** Contractor warrants deliverable functionality substantially as defined in the Statement of Work for a period of 30 days following final delivery.
- b.** Contractor warrants that with respect to any Deliverable assigned by Contractor to Customer that Contractor has the right to transfer title to Customer.
- c.** Contractor further warrants that to its knowledge the Deliverables do not infringe any intellectual property right held by a third party.

d. Customer's sole and exclusive remedy and Contractor's only obligation for breach of the warranty hereunder will be, at Contractor's option, to correct any material errors in provision of Services or to replace or repair Deliverables which do not conform to the warranty.

In order for Customer to exercise this remedy, Customer must give Contractor written notice of such nonconformity within the warranty period, and Contractor must determine that any nonconformity did not arise due to any cause specified below.

Contractor shall be given free and full access to deliverables to make corrections, and Customer shall promptly inform Contractor of any changes in the location of Deliverables during the warranty period. If this remedy is adjudged to have failed of its essential purpose, Contractor's total liability will be to refund the price paid to Contractor by Customer, based on the number of specific Contractor work hours involved, for the nonconforming Deliverables.

The remedy provided by Contractor for breach of warranty does not include the following, which may be provided, at Contractor's sole option, at Contractor's then-current time and materials rates:

- i. Repair of damage to Deliverables caused by Customer during unpacking.
- ii. Repair of damage caused by events beyond Contractor's reasonable control.
- iii. Repair of damage caused by Customer's improper installation, relocation, or rearrangement of Deliverables.

e. Except for the warranties stated in this Section, Contractor DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND DELIVERABLES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST NON-INFRINGEMENT.

Contractor expressly does not warrant that the operation of Deliverables which are software shall be uninterrupted or error-free; or that Deliverables will operate on any system, or with any software, other than the system with which the Contractor tested such Deliverables. Contractor does not warrant any third-party software development tools. Contractor specifically does not warrant the accuracy of any technical or subject matter content of the courseware or software that is based upon information or direction provided by Customer.

8. Limitation of liability

The total liability of Contractor to Customer from any cause whatsoever, will be limited to the lesser of Customer's actual damages or the Project price paid to Contractor for those Services and Deliverables in a Project that are the subject of Customer's claim.

In no event will either party be liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of Services or use of Deliverables.

Time for Claims. All claims against Contractor must be brought within one (1) year after the cause of action arises and Customer waives any statute of limitations which might apply by operation of law or otherwise.

9. Indemnification

Customer shall defend, indemnify, and save Contractor harmless, at Customer's own expense, against any action or suit brought for any loss, damage, expense or liability that may result by reason of an infringement of any patent, trademark, copyright, or trade secret based upon the normal and intended use of the Deliverables furnished to Contractor hereunder.

Should any of the Deliverables furnished to Contractor hereunder become the subject of a claim of any infringement of a patent, trademark, copyright, or trade secret, Customer shall, at its option and expense, deliver non-infringing material, modify the material so that it becomes non-infringing, or procure for Contractor the right to continue using Customer's infringing material.

Customer agrees to indemnify and hold Contractor harmless against all claims, liabilities, demands, damages, or expenses (including attorneys' fees and expenses) arising out of or in connection with Customer's use of the Deliverables.

10. Force majeure

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood,

earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

11. Termination

Termination of Project. Customer reserves the right to terminate a Project in whole or in part, upon 30 days written notice to Contractor. In the event the Project is terminated by Customer prior to completion, Contractor shall use its best efforts to conclude or transfer the Project, as directed by Customer, as expeditiously as possible.

Contractor shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the Project after receiving such notice of termination from Customer, except as mutually agreed upon by the parties.

In the event of termination of a Project as described above, Contractor shall be entitled to compensation as follows:

- a.** All payments due and owing under this Agreement at the time of Contractor's receipt of the written notice of termination for work completed and in progress;
- b.** Reimbursement for any non-cancelable services and commitments entered into by Contractor, in connection with the Project being terminated, provided Contractor provides Customer with documentation of completion of work or expenses incurred.

Termination of the Project shall not affect either party's obligations in connection with any other ongoing Projects and the rights and obligations of all non-terminating parties to the Agreement shall remain in full force and effect.

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within 30 days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately.

The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

12. Delay or suspension of work

If Customer's acts or failure to act causes Contractor to delay or suspend performance of Services, Contractor and Customer will mutually agree to one of the following remedies:

- a. Contractor will use reasonable efforts to continue performance as practicable under the circumstances and Customer will continue to make all scheduled payments; or
- b. Contractor will re-assign personnel to extend Contractor's work schedule without liability, and Customer will pay all additional costs, if any.

Notwithstanding the above, Contractor shall have the right to invoice Customer for any work performed to date of suspension.

13. Confidentiality

Contractor and Customer acknowledge that during the course of the performance of a Project, information of a confidential nature may be disclosed between the parties. Such information, excluding the Deliverables and any other information incident to the Deliverables that a party could reasonably be expected to be provided to the other party as contemplated hereunder, shall be considered confidential information ("Confidential Information").

Neither party has the right to disclose the Confidential Information of the other, in whole or in part, to any third party, and neither party will make use of the Confidential Information of the other for its own or a third party's benefit or in any way use such Confidential Information other than for the purposes of performance of this Agreement without the prior written consent of the disclosing party. Each party agrees to take all steps reasonable to protect the other's Confidential Information from unauthorized use and/or disclosure.

The parties agree not to copy in whole or in part, any Confidential Information nor modify the same in any way without prior written consent from the other party. Neither party will be liable to the other for the disclosure of Confidential Information if, as shown by clear and convincing evidence, the Confidential Information: (a) is generally known to the public at the time of disclosure by the disclosing party; or (b) becomes generally known to the public through no fault of the receiving party; or (c) was lawfully in the possession of the receiving party prior to signing this Agreement; or (d) is subject to applicable United States laws or a valid court order requiring disclosure of such Confidential Information.

In any judicial proceeding, it will be presumed that the Confidential Information in question constitutes protectable trade secrets of the disclosing party, and the receiving party shall bear the burden of proving that the Confidential Information was publicly or rightfully known or disclosed.

14. Publicity

Contractor may use Customer's name or mark and identify Customer as a client of Contractor, on Contractor's website and/or marketing materials. Contractor may issue a press release, containing Customer's name, related to any award under this Agreement.

Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as established in this section, without such other party's written approval. Any approval required under this Section shall not be unreasonably withheld or delayed by either party.

15. Subcontracting

Contractor may, at its option, subcontract work under a Statement of Work but Contractor's use of subcontractors shall not affect its responsibilities under the applicable Statement of Work. Moreover, Contractor shall be fully responsible for work done by its subcontractors within the scope of the applicable Statement of Work as it is for work done by its own employees.

Contractor shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of Customer's materials.

16. General terms

a. This Service Contract shall be deemed to have been made, executed and delivered in the State of North Carolina and shall be construed in accordance with the laws of the State of North Carolina.

b. Notices. Notices to be given by either party under this Agreement shall be sent by certified mail, express overnight delivery, or telecopy to the attention of the other party at the addresses of the parties as first set forth above.

c. SEVERABILITY AND ASSIGNMENT. The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect in any way the remainder of the provisions herein. This Agreement may not be assigned by Customer without Contractor's consent.

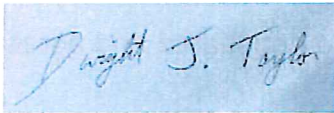
d. Entire agreement. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and Customer and supersedes all prior and contemporary agreements, oral or written.

e. Counterparts. The Parties hereto agree that facsimile signatures shall be as effective as if originals. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.

In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

Dwight Taylor

[Customer.FirstName] [Customer.LastName]



Attachment A

Statement of work

THIS STATEMENT OF WORK (this "Statement of Work") is entered into by and between Beaufort County NC Register of Deeds represented by Jennifer Whitehurst and Dwight Taylor pursuant to the Service Contract entered into by the parties as of July 1, 2022.

Description of services and deliverables

Contractor will provide up to 10 hours of services per month in a prioritized manner to be determined specifically by Customer and communicated directly to Contractor where both the communication and completion of tasks are finalized in a timely manner. All services and deliverables are to be related to the priorly developed MapCo software system & associating vendors, server hosts, databases, websites and files unless another agreement between Customer and Contractor is formalized in advance. Service hours which exceed this monthly limit must be negotiated and agreed upon in advance by both Customer and Contractor:

Services and Deliverables :

- Regular consultations & communications via email, text messaging &| phone conversations between Contractor and Customer, represented in this case by mainly, though not limited to, Jennifer Whitehurst. Responses to questions from both Customer and Contractor will be answered by the other party in a timely manner.
- Vendor analysis & communications as needed to complete desired services. Currently this may include, but is not limited to GoDaddy & Green Light Coding. Contractor is not to be held responsible for delays associated with current vendors used by Customer. Any such delays negate all Contractor liabilities that are due to and in accordance with that delay.
- Troubleshooting & debugging of software along with related host server issues, databases, maps, images, pdfs, directories, code files, etc.
- Implementation of desired fixes related to known issues found after troubleshooting and debugging.

- Implementation of software system, host & website updates & upgrades as desired by Customer.
- Computer programming related to the above services using PHP, SQL, HTML, JavaScript, XML, CSS and any other necessary languages along with the implementation of any new framework code and plugins.
- Image and PDF editing of files related to the software and websites.
- MySQL database maintenance, table creation/alterations, normalization, backups and reports as desired by Customer.
- Host server, database, and other custom reports as desired by Customer.
- Higher level security implementations including the installation and setup of an SSL certificate, the addition of multi-level logins and corresponding access & visibility of website areas and other security measures as desired by Customer.

Schedule for deliverables

Contractor will upload most deliverables which will include but are not limited to files of various types (various code languages, images, pdfs, database files, backups, etc.). Deliverables including any of these may also be delivered to Customer via the Internet. Physical Deliverables desired by Customer and communicated to Contractor in advance will be printed and mailed within a reasonable time as agreed upon by both Customer and Contractor via email or text.

Price and payment schedule

Customer shall pay the following fees and expenses:

\$700.00 every month for all work outlined in the Services & Deliverables section to be paid by Customer to Contractor at the beginning of each month up and until Termination of Project.

Additional work efforts requested by Customer that lie outside of the scope of Project or any additional hours requested in any given month in order to complete time-sensitive or other important tasks determined by Customer that lie inside the scope of Project must be negotiated in advance and agreed upon by both parties. If this were to occur and to where both parties agree, Contractor will send an additional invoice to Customer at the rate of \$100/hour, to be paid in addition to the monthly

price for all Services & Deliverables at the beginning of the next month when the additional work was completed.

Travel expenses are not included in the fixed monthly price and will be invoiced at actual cost. Other direct costs such as those related to other vendors or other services being used but not managed by Contractor are not included in the fixed price and will be invoiced at actual cost plus administrative burden if it is agreed upon by both parties that Contractor is to manage. The fixed price set forth above does not include sales or use tax which, if applicable, will be invoiced as a separate item.

Invoices shall be mailed to the following address: 112 W 2nd Street, Washington, NC 27889 or emailed to Jennifer Whitehurst at jennifer.whitehurst@beaufortcountync.gov

Payments of invoices shall be mailed to Contractor with the following address: Dwight Taylor 128 Sugar Creek Rd. Weaverville, NC 28787



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Consent

Presenter: Lt. Kelly Cox

Agenda Title: Surplus - Sherrif's Office

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

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

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

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Consent

Presenter: Board Katie Mosher, Clerk to the Board

Agenda Title: Southern Albemarle Association Delegates

Summary of Information: The attached is the list of recommended delegates for the annual Southern Albemarle Association meeting.

Submitter Recommendations/Motions: Staff recommends a motion to approve the delegates as presented.

Attachments:

SOUTHERN ALBEMARLE ASSOCIATION, INC.

MEMBER COUNTIES: BEAUFORT, DATE, HYDE, MARTIN, TYRRELL, WASHINGTON
Organized 1935

TO: Beaufort County Board of Commissioners
FROM: Dr. Stacey Gerard, Vice President of the Beaufort County Delegation
DATE: July 20, 2022
SUBJECT: List of yearly delegates for your approval

Beaufort County Executive Committee

10 members PLUS any Past Presidents

1	Ms.	Dianne	Bowen	PO Box 279	Pantego	NC	27860
2	Ms.	Debra	Cayton	2331 Tunstall Swamp Road	Aurora	NC	27806
3	Mr.	Brian	Alligood	121 West 3rd Street	Washington	NC	27889
4	Mr.	Greg	Coltrain	2193 NC 99 Highway South	Belhaven	NC	27810
5	Mr.	Surry	Everette	PO Box 1012	Bath	NC	27808
6	Dr.	Stacey	Gerard	5337 US Highway 264 East	Washington	NC	27889
7	Ms.	Catherine	Glover	PO Box 665	Washington	NC	27889
8	Ms.	Sonja	Griffin	210 Dogwood Drive	Washington	NC	27889
9	Ms.	Darlene	Paul	111 Seed Tick Neck Road	Pinetown	NC	27865
10	Dr.	Marvin	Bradley	321 Smaw Road	Washington	NC	27889
11	Mr.	Joe	Cahoon	6729 Free Union Church Road	Pinetown	NC	27865
12	Mrs.	Betty	Moore	2818 Wheat Patch Road	Belhaven	NC	27810
13	Mrs.	Judith	Lannon	741 Cayton Landing Road	Aurora	NC	27806

Beaufort County Commissioners

14	Mr.	Ed	Booth	1122 Van Norden Street	Washington	NC	27889
15	Mr.	Stan	Deatherage	121 West 3rd Street	Washington	NC	27889
16	Mr.	Jerry	Langley	101 Avenue Road	Washington	NC	27889
17	Mr.	John	Rebholz	121 West 3rd Street	Washington	NC	27889
18	Mr.	Hood	Richardson	121 West 3rd Street	Washington	NC	27889
19	Mr.	Randy	Walker	121 West 3rd Street	Washington	NC	27889
20	Mr.	Frankie	Waters	482 Pike Road	Pantego	NC	27860

Beaufort County Mayors

21	Mr.	Ricky	Credle	262 George Street	Belhaven	NC	27810
22	Mr.	James	Latham	PO Box 39	Bath	NC	27808
23	Mr.	James	Mobley	PO Box 145	Chocowinity	NC	27817
24	Mr.	Tom	Richter	323 College Avenue	Washington	NC	27889
25	Mr.	Donald	Sadler	145 Atkins Drive	Washington	NC	27889
26	Mr.	Clif	Williams	876 Grace Drive	Aurora	NC	27806

Delegates At Large

27	Mr.	Billy	Albritton	PO Box 249	Chocowinity	NC	27817
28	Mr.	Bryant	Buck	1502 North Market Street Suite A	Washington	NC	27889
29	Mrs.	Diana	Cahoon	6729 Free Union Church Road	Pinetown	NC	27865
30	Mr.	Jim	Chrismon	PO Box 40	Pantego	NC	27860
31	Mr.	Bill	Cochran	402 Oak Drive	Washington	NC	27889
32	Mrs.	Bill	Cochran	402 Oak Drive	Washington	NC	27889
33	Sherriff	Ernie	Coleman	210 North Market Street	Washington	NC	27889
34	Mr.	Mark	Finlayson	PO Box 1673	New Bern	NC	28563
35	Mr.	Julian	Goff	PO Box 10	Belhaven	NC	27810
36	Mr.	Mike	Gwynn	105 Perquimans Drive	Chocowinity	NC	27817
37	Mr.	Brad	Hufford	705 Page Road	Washington	NC	27889
38	Mr.	Woody	Jarvis	20 Hideaway Road	Pantego	NC	27860
39	Honorable	Keith	Kidwell	2013 West 15th Street	Washington	NC	27889
40	Dr.	David	Loope	5337 US Highway 264 East	Chocowinity	NC	27817
41	Mr.	Ray	McKeithan	1530 NC Highway 306	Aurora	NC	27806
42	Ms.	Marcy	Morgan	81 NC 99 Highway	Pantego	NC	27860
43	Mr.	Chris	Newkirk	1420 Highland Drive	Washington	NC	27889
44	Mr.	Jeffrey	Robinson	298 North 5th Street	Aurora	NC	27806
45	Mr.	Jonathan	Russell	PO Box 1988	Washington	NC	27889
46	Ms.	Ann	Spivey	100 St. Johns Court	Chocowinity	NC	27817
47	Ms.	Annie	Spruel	730 Grey Road	Chocowinity	NC	27817
48	Mr.	Paul	Spruill	PO Box 40	Pantego	NC	27860
49	Ms.	Betty	Spruill	127 Wellington Drive	Washington	NC	27889
50	Mr.	Chuck	Williams	PO Box 87	Belhaven	NC	27810



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Appointment to ABC Board

Summary of Information: The Beaufort County Alcoholic Beverage Control Board is recommending Mr. William O'Neal to a 3-year term and Mr. Anthony Tyre be reappointed for a 3-year term. Both appointments will expire July 31, 2025.

Submitter Recommendations/Motions: Staff recommends approving the above to the Beaufort County Alcoholic Beverage Control Board for 3-year terms.

Attachments:

DONALD SADLER
Chairman of Board
Washington, N.C.

BELINDA APONTE
General Manager/Supervisor
Washington, N.C.

BEAUFORT COUNTY
Alcoholic Beverage Control Board
770 Carolina Avenue, P.O. Box 2552
Washington, N.C. 27889

7/21/2022

Beaufort County Commissioners
Attn: Chairman Waters
121 W. 3rd St.
Washington, NC 27889

Mr. Waters,

On behalf of the Beaufort County ABC Board, we would like to recommend the re-appointment of Anthony Tyre to our Board. He has been a knowledgeable asset to the ABC Board since coming on, July of 2018.

The Board would appreciate your consideration in this matter.

Thanks for all of your help.

Sincerely,

Belinda Aponte

Belinda Aponte
Beaufort County ABC Board
General Manager/CEO

cc. Katie Mosher

DONALD SADLER
Chairman of Board
Washington, N.C.

BELINDA APONTE
General Manager/Supervisor
Washington, N.C.

BEAUFORT COUNTY
Alcoholic Beverage Control Board
770 Carolina Avenue, P.O. Box 2552
Washington, N.C. 27889

7/21/2022

Beaufort County Commissioners
Attn: Chairman Waters
121 W. 3rd St.
Washington, NC 27889

Mr. Waters,

On behalf of the Beaufort County ABC Board, we would like to recommend the appointment of William Chad O'Neal to our Board.

The Board would appreciate your consideration in this matter.

Thanks for all of your help.

Sincerely,

Belinda Aponte

Belinda Aponte
Beaufort County ABC Board
General Manager/CEO

cc. Katie Mosher



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Consent

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

Agenda Title: Approval of Board of Commissioner Minutes

Summary of Information: Approve the Regular Session meeting minutes from July 5, 2022, submitted by the Clerk to the Board.

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

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

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

No Vote

Commissioner Deatherage
Commissioner Richardson

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 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

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

No Vote

Commissioner Deatherage
Commissioner Richardson

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

Chairman Waters
Vice-Chairman Langley
Commissioner Deatherage
Commissioner Richardson
Commissioner Walker

No Vote

Commissioner Booth
Commissioner Rebholz

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 but 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	Designated	
	Budgeted	Cares	
	Amounts	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 Walker's 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

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

No Vote

Commissioner Booth

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)
BOGARD, MELANIE GREGG	BOGARD, MELANIE GREGG	Proration	0064026293	Refund Generated due to proration on Bill #0064026293-2021-	Vehicle Sold	06/13/2022	F61	Tax	(\$9.90)	\$0.00	(\$9.90)
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	(\$106.75)	Refund	\$112.99
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	F61	Tax	(\$10.24)	(\$5.34)	(\$112.09)
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	(\$284.62)	Refund	\$122.84
TIDELAND EMC	TIDELAND EMC	Adjustment >= \$100	0066521042	Refund Generated due to adjustment on Bill #0066521042-2021-2021-0000-00	Exempt Property	06/09/2022	C01	Tax	(\$241.36)	\$0.00	(\$241.36)
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	C01	Tax	\$0.00	\$0.00	\$0.00
WYATT, VONDA KAY	WYATT, VONDA KAY	Proration	0051873962	Refund Generated due to proration on Bill #0051873962-2021-	Reg. Out of state	06/03/2022	C01	Vehicle Fee	(\$5.00)	Refund	\$304.03
							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)
							G01	Tax	(\$124.39)	Refund	\$124.39
							C05	Tax	(\$117.42)	\$0.00	(\$117.42)
										Refund Total	\$241.81
											\$1864.65

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: HEALTH

Date of Request: 06/07/22

FY Budget: 2021/2022 #34

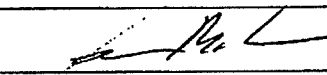
ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105120-539300	Temporary Employee Services	\$1.00	
105120-539303	Temporary Employee Services COVID		\$1.00
105158-523900	HP Medical Supplies		\$178
105158-523100	HP Educational Supplies	\$150	
105158-531000	HP Professional Development	\$28	
105167-526000	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		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. _____	



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

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.

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



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

Budget Amendment Request

Date of Request: 7/5/22

[illegible]

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. _____	

Budget Amendment Request

Date of Request: 7/5/22

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

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: ldysmith@gmail.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: Darrel 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. 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: Richard Louis Brooks Sex: Male
Residence Address: 820 Boston Ave Race: Black
City and Zip Code: Washington NC 27889

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-Proctor

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

Work Experience:

Disport

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: 10/13/02

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

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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 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 Sex: Female
Residence Address: 820 Boston Ave Race: Black
City and Zip Code: Washington NC 27885

Mailing Address (if different): _____

City and Zip Code: _____

Home Phone No.: 252 946-6607

Cell Phone No.: 252 945-16340

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. Burt

Date:

6/13/22

* 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.**

*****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

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 Comm 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
Residence Address: 1684 CARROW RD
City and Zip Code: CHOCOMINI, NC 27817

Sex: M
Race: C

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

Home Phone No.: 252-946-6354
Cell Phone No.: 252-402-6700
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: WB. BS
Degree Received: BS. Public Admin.

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: 6-15-2022

* 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

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: Gregory Satterthwaite
Residence Address: 222 George St
City and Zip Code: Beaufort 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: grawdjour@gmail.com

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

Educational Background:

Name of High School Attended: Westinghouse HS
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: Gray Satter
Date: 6/13/22

* 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.**

*****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

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/HSP IV

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

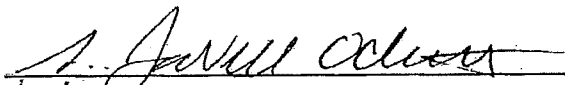
If you are presently serving as an elected or appointed official, please explain:

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: 

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.**

*****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

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
2. on Aging
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: Panteo 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
BCHSC, HEAL,
Zion Temple F.W.B 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 Young
Date: 4/11/22

* 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. 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: Eggle's String
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:

Enlie's Rings - E.D.
Ruth's Home - mgr.
BridgCo. - mgr.
BSA - N.Y. - V.P.

Volunteer Experience:

EMT - 7 1/2 yrs.
BSA - long career

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:

W. Charles Montague

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.**

*****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

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 Service _____
2. Soc.
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

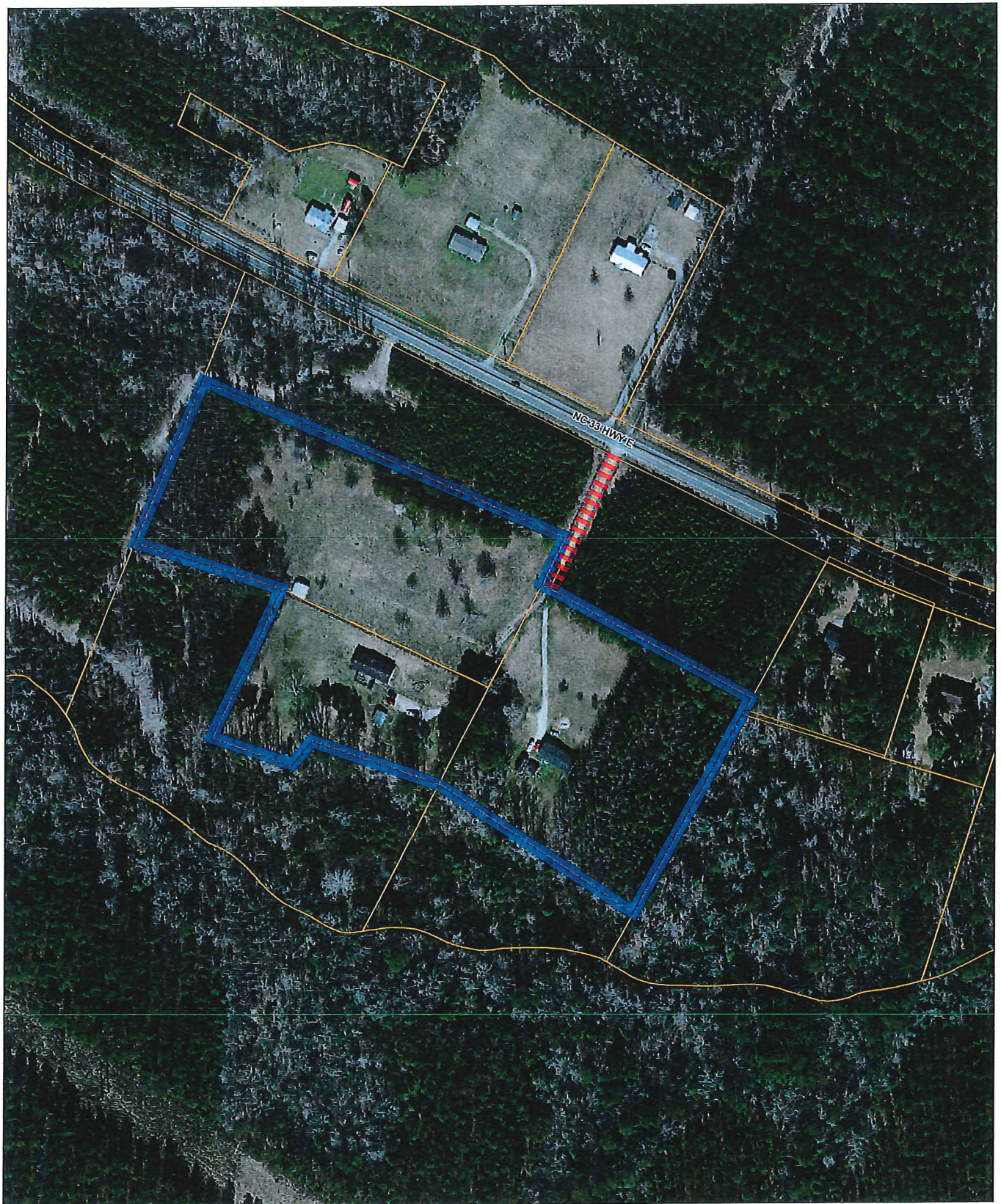
1. firefly way
2. Fire fly Lane
3. firefly Dr.

Owner Name	Physical Address	Agree or Disagree		Signature
		✓	X	
John Amato	Parcel ID 4234 TBD NC Hwy 53 Chocowinity	✓		John Thomas Amato II
Michael Asby	12126 NC Hwy 33E, Chocowinity	✓		Michael Asby
Robert Moore	12100 NC Hwy 33E Chocowinity	✓		Robert Moore
Virginia Moore		✓		Virginia Moore

Name of person submitting petition: Ken Stilley

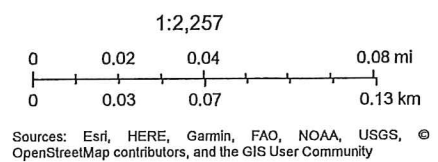
Phone number: 252-571-7918 Kenstilley@yahoo.com

Easement



- Parcels
- Condos_Leaseholds
- Centerlines
- NC Highways
- NC
- Imagery2020

- Affected Parcels
- Approximate Location of Easement



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@mid-eastcom.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 be for twenty-four (24) months and shall commence as of the 1st day of July, ^{MEC}2022~~2024~~ 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.

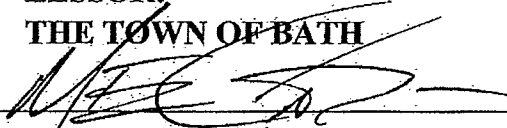
PRE-AUDIT CERTIFICATE

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:

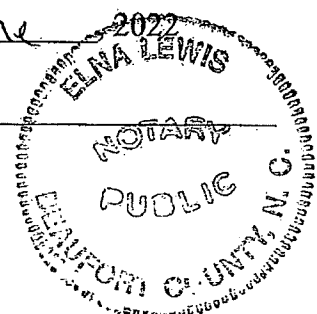

**BRIAN M. ALLIGOOD,
COUNTY MANAGER**

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



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

08:52 AM
11-May-22

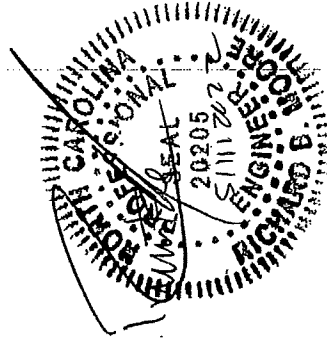
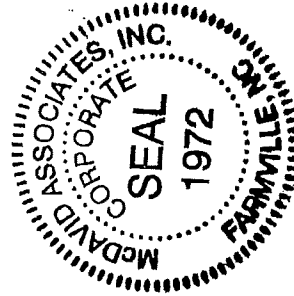
Item	Description	Unit	Qty	Unit Price	Total
	Base Bid Items				
1	2" PVC PIPE FOR WATER LINES	LF	930	\$22.00	\$20,460.00
2	3" PVC PIPE FOR WATER LINES	LF	1475	\$27.00	\$39,825.00
3	2" GATE VALVE AND BOX	EA	5	\$1,005.00	\$5,025.00
4	3" GATE VALVE AND BOX	EA	6	\$1,300.00	\$7,800.00
5	2" 11 1/4" Bend, PVC FITTING FOR WATER LINES	EA	1	\$83.00	\$83.00
6	2" 22 1/2" Bend, PVC FITTING FOR WATER LINES	EA	1	\$126.00	\$126.00
7	2" 45° Bend, PVC FITTING FOR WATER LINES	EA	2	\$66.00	\$132.00
8	2" 90° Bend, PVC FITTING FOR WATER LINES	EA	5	\$33.00	\$165.00
9	3" 11 1/4" Bend, PVC FITTING FOR WATER LINES	EA	1	\$36.00	\$36.00
10	3" 22 1/2" Bend, PVC FITTING FOR WATER LINES	EA	4	\$122.00	\$488.00
11	3" 45° Bend, PVC FITTING FOR WATER LINES	EA	7	\$145.00	\$1,015.00
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" DRYPOR® 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	\$1,190.00	\$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.

220271115

Date

~~Richard B. Moore DE~~





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, 2022

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 Contract 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.

A handwritten signature in black ink, appearing to read "Richard B. Moore".

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.

Date

CONTRACTOR

Richard B. Moore, P.E.
McDavid Associates,
Inc

Date

PROJECT ENGINEER

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

Item	Description	Unit	Contract As Per Bid Neg Part A			Adds/Deducts		Contract As Per Bid Neg	
			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	1,475	\$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

**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

	<u>BUDGET</u>	<u>ADDS/ DEDUCTS</u>	<u>ADOPTED BUDGET</u>
<u>REVENUES</u>			
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
<u>EXPENSES</u>			
Construction			
<i>CN 1 - Water Sys Imp - Herring-Rivenbark</i>	\$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

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 <u>July 2021-March2022</u>	FY 21/22 Estimates <u>Apr 2022-June 2022</u>	<u>Total</u>
<u>Required Distribution to Schools</u>			
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	<u>487,000</u>	<u>-</u>	<u>487,000</u>
Total due to Schools	2,711,518	839,710	3,551,228
<u>Payments to/on behalf of Schools</u>			
School Debt Payments	1,888,560	-	1,888,560
School Debt Refinancing Costs	2,000	-	2,000
Payments to Schools for Capital	<u>836,771</u>	<u>278,924</u>	<u>1,115,695</u>
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

Budget Amendment Request

Date of Request: 07/05/22

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	

State Position No. _____

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



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Decision

Presenter: Jim Madson Health Director, Tiffany Moore, Clare Harris Anthony Tyre

Agenda Title: Opioid Litigation Settlement Funds

Summary of Information: The Health Department was awarded grant funding in August of 2021 to guide and assist with a community collaborative effort to make a recommendation to Beaufort County regarding prevention of opioid misuse and accidental overdose deaths in the county, more specifically utilization of the Opioid Settlement funding awarded through a settlement agreement. The BOCC were presented the intent of using the Behavior Health Task Force (BHTF) to make these recommendations.

As a diverse group of behavioral health professionals and community leaders, The BHTF seeks to identify and respond to behavioral health needs in Beaufort County based on evidence-based practices and collaborative action. BHTF recently held three public engagement events to ascertain the behavioral health needs of the county. As a community and collective of county stakeholders, the BHTF would like to present the following strategic recommendations to the County Commissioners, for use of the opioid settlement funds. We as a task force recommend the following:

- Provide funding to contract for the training, employment, and supervision of two Peer Support Specialist.
- Health Education Specialist with focus on prevention
- Maintain the Behavioral Health Task Force collaborative.
- Pilot community projects targeting substance misuse and/or prevention in Beaufort County.

Submitter Recommendations/Motions: Recommend approval of funds to be used through the Health Department to fund strategies presented by the BHTF.

Attachments:
Memorandum

MEMORANDUM

TO: Board of Commissioners
FROM: Beaufort County 360 Behavioral Health Task Force
DATE: July 19, 2022
Subject: BHTF Strategic Recommendations for use of Opioid Litigation Settlement Funds

In anticipation of Beaufort County receiving over three million dollars from the Opioid Settlement over the next eighteen years, the Beaufort County 360 Behavioral Health Task Force (BHTF) has collaboratively worked to assess the needs of the community regarding combatting the opioid epidemic. With over fifteen agencies represented, the task force has worked collectively with community leaders to identify gaps and needs within the community through voluntary, collaborative, strategic planning to address opioid addiction, substance misuse, overdose, and co-occurring disorders related to behavioral health.

The BHTF would like to present the following strategic recommendations to the County Commissioners, for use of the opioid settlement funds. We as a task force recommend the following:

- Provide funding to contract for the training, employment, and supervision of two Peer Support Specialists
- Health Education Specialist with focus on prevention
- Maintain the Behavioral Health Task Force collaborative.
- Pilot community projects targeting substance misuse and/or prevention in Beaufort County.

Peer support specialists are vital to the recovery process. Peer Support Specialists would specifically work with all the partnering agencies to provide navigation through treatment services as well as transitional support with a family centered focus. Peer support specialists provide a continuum of care that is necessary outside of the clinical setting. They connect participants to outside resources such as employment, assist with obtaining proper identification, advise regarding benefits, and general support through sobriety.

The Health Education Specialist will focus on prevention to promote constructive lifestyles and discourage drug use in youth and adolescents. This position would work with Beaufort County Schools, The Boys & Girls Clubs, Daughters of Worth, 4-H, the Community College and other youth focused organizations in the community to educate youth on the dangers of substance use.

Maintaining the collaboration would include providing continued funding for the BHTF collaboration for operational support, community outreach initiatives, and educational campaigns. BHTF will continue to work to identify agencies that would benefit from the strategies listed in the opioid settlement. Additionally, and most importantly, the BHTF will work to seek other funding sources to supplement opioid remediation activities as we continue our focus on ways to fund an in-patient treatment facility and look to partner with surrounding counties.

Pilot projects would help contribute to the ongoing work that is being done through organizational initiatives and other community-based organizations to target populations that are underserved. The

support of these efforts would work to supplement the additional recommendations proposed by BHTF. By using pilot projects in addition to the other strategies, the BHTF is seeking to make prevention and education about opioids and substance abuse a more robust county-wide effort. The BC Data360 team will work to assess the effectiveness of these pilot projects annually.

As a diverse group of behavioral health professionals and community leaders, The BC360 Behavioral Health Task Force seeks to identify and respond to behavioral health needs in Beaufort County based on evidence-based practices and collaborative action. BHTF recently held three public engagement events to ascertain the behavioral health needs of the county. As a community and collective of county stakeholders, the task force identified prevention, intervention, and support for the social determinants of health as the greatest needs in the community to combat the opioid epidemic. We would like for you to be aware of the diligent work efforts that the task force has recently undergone to gather community input and stakeholder involvement. We ask for your consideration to support the implementation strategies through use of the Opioid Litigation Settlement Funds.

Sincerely,

The Beaufort County 360 Behavioral Health Task Force

Across the board efforts would work together to be more effective when it comes to prevention and deterrence of substance misuse.



Beaufort County
Agenda Abstract

Meeting Date: August 1, 2022

Agenda Section: Item for Decision
Presenter: Chief Deputy Charlie Rose
Agenda Title: Approval of Sheriff's Office NCDPS Grant Purchase

Summary of Information: At the March 7, 2022, meeting, the Board accepted an \$84,269.66 grant from the North Carolina Department of Public Safety to be used for the purchase of law enforcement equipment. The Board voted to require each item to be purchased under this grant to come back before the Board before the purchase was made. The Sheriff's Office would like to purchase the following item at a total cost of \$63,619.99 with \$26,465.87 coming from the remaining NCDPS grant funds and \$37,154.12 being paid from drug asset forfeiture funds.

-Scanner package (High-speed 3D laser scanning system that will provide for full scene data capture. The data collected by this system, using customized applications for law enforcement investigators, allow the creation of 2D/3D diagrams and animations that facilitate the presentation of complex cases. These solutions allow experts to extract maximum efficiency from a scaled survey with high accuracy, documenting evidence digitally while still in the field, in addition to helping to maintain the digital custody of evidence.

Submitter Recommendations/Motions: Approve the purchase of the scanner system.

Attachments:
Quote
Sole Source Justification Form



Quotation

Quote Number: Q-10942

Quote Date: 2/9/2022

Quote Expires: 3/31/2022

Bill To:
Beaufort County Sheriff's Office
 210 North Market Street
 Washington, NC 27889

Ship To:
Beaufort County Sheriff's Office
 210 North Market Street
 Washington, NC 27889

Prepared By:
Duncan-Parnell, Inc.
 900 S. McDowell Street
 Charlotte, NC 28204

Requested By: Jonathan Fowler
 (252) 946-7111
 jfowler@co.beaufort.nc.us

Sales Rep: Calvin Rikard
 +1 7047708176
 calvin.rikard@duncan-parnell.com

Line	Item ID	Item Description	Quantity	Optional	Unit Price	Extended Price
1	FOR-01-0106	Trimble Forensics X7 Laser Scanner	1	No	\$35,695.00	\$35,695.00
2	X7-100-00	Trimble X7 Instrument Pack	1	No	Included	\$0.00
3	X7-BP-01	Trimble X7 Backpack	1	No	Included	\$0.00
4	101070-00-01	Dual Battery Charger w/Power Supply Cord	1	No	Included	\$0.00
5	90573-QR	Quick Release Adapter X7 & Series 3 Trip	1	No	Included	\$0.00
6	90573-TR	Tripod, Series 3 W/5/8-11 Head	1	No	Included	\$0.00
7	EWFOR-X7	TPP Hardware Forensics X7 Laser Scanner	3	No	\$1,470.00	\$4,410.00
X7 Maintenance = 3 Additional Years (Comes with 2 year maintenance)						
8	FOR-02-0226	T10x Wifi/ Forensics Capture w/X7 Module	1	No	\$8,295.00	\$8,295.00
9	114050-30	Trimble T10x Tablet Wifi/BT ONLY	1	No	Included	\$0.00
10	FOR-CAP-WIN-P	TF Capture W/ X7 Module DC Software	1	No	Included	\$0.00
11	EWFOR-TABLET-HW	Warranty Forensics Trimble T10 Tablet	3	No	\$350.00	\$1,050.00
Tablet Maintenance = 3 Additional Years (Comes with 2 year maintenance)						
12	EWFOR-TFC-STOCK	Trimble Forensics Capture SW Maintenance	4	No	\$470.00	\$1,880.00
Capture Maintenance = 4 Additional Years						
13	FOR-03-0313-NR	Trimble Forensics Reveal Suite Subscription	2	No	\$399.00	\$798.00
2 Copies = To include Reveal and RealWorks						
14	FOR-03-0313-NR	Trimble Forensics Reveal Suite Subscription	8	No	\$399.00	\$3,192.00
4 Additional Years of 2 Copies = To include Reveal and RealWorks						

EXHIBIT C
SOLE SOURCE JUSTIFICATION FORM

This form must be completed for all Sole Source purchase requests and submitted to the Purchasing Agent for approval **prior** to obtaining **County Manager** approval; or submitting a Consent Item for **BOCC** approval.

For informal purchases not requiring **County Manager** or **BOCC** approval, the completed form must accompany the Purchase Requisition whenever a sole source purchase is requested. However, I am requesting sole source approval based on the following criteria.

Requestor: Lieutenant Kelly Cox	Date: July 27, 2022
Phone Number: 252-402-3363	Department: Sheriff's Office
Product: Trimble Forensics Laser Scanner	Amount: \$63,619.99

I am aware that N.C.G.S. 143-129 and the Countywide Procurement Policy mandates that Beaufort County procure all apparatus, supplies, materials and equipment totaling \$30,000 or more by competitively bidding.

1. Recommended Sole Source Vendor:

Company Name:	<u>Duncan Parnell</u>
Contact Name:	<u>Calvin Rikard</u>
Address:	<u>900 S. McDowell Street</u>
City, State, Zip:	<u>Charlotte, NC 28204</u>
Telephone:	<u>704-770-8176</u>

2. Is the recommended company the manufacturer? Yes ____ No X
3. Does the manufacturer sell the item(s) through a distributor? Yes X No ____

SOLE SOURCE RATIONALE

A specific contractor is the only source of the required item because (check all that apply):

X The required items are proprietary to the Contractor

____ A specific item is needed:

- ____ to be compiled or interchangeable with existing hardware
- ____ as spare or replacement hardware
- ____ for the repair or modification of existing hardware
- ____ for technical evaluation or test
- ____ Other (provide information below)

7. Why is the price for this purchase considered to be fair and reasonable? **This equipment has the functionality and features to accomplish crime scene work and preserve crime scene evidence.**
8. What will be the financial or other impact to your department if this sole source is not approved and a competitive bid is required? **There is no impact to the General Fund budget. The X7 scanner is being paid for with leftover money from the grant funds and the remaining will be paid out of drug asset forfeiture funds.**

TERM

 X One Time Purchase Ongoing Purchase

Procurement begin Date: ASAP Procurement end date: N/A

I certify that the above information is true and correct and that I have no financial or other beneficial interest in the vendor or product.

 A. Radcliffe
Finance Officer

Date: 7/27/22

 Hollie Jones
Purchasing Officer

Date: 7/27/22

THE SCANNER SYSTEM WAS QUOTED AT A COST OF \$63,619.99. GENERAL STATUTES REQUIRE ONLY EQUIPMENT ABOVE \$90,000 TO INFORMALLY SOLICIT MORE THAN ONE QUOTE. THIS SOLE SOURCE FORM IS BEING SUBMITTED TO PROVIDE ADDITIONAL INFORMATION ABOUT THE SCANNER SYSTEM.



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Decision
Presenter: Christina Smith, Public Works Director
Agenda Title: Swan Point Water Line Update

Summary of Information:

Staff will provide an update regarding the Swan Point water line extension project.

Submitter Recommendations/Motions:

N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works Director

Agenda Title: Award Contract for Courthouse Annex Window Replacement and Canopy Repairs

Summary of Information:

On June 17, 2022, Beaufort County issued a Request for Proposals seeking bids for window replacement and canopy repairs and construction on the Courthouse Annex building. No bids were received. A second request was issued on July 8, 2022. A copy of the latest RFP is attached for reference. The scope of the contract includes replacing 25 windows, repairs to two existing canopies, and construction of one new canopy over a second-floor entry door. Public Works staff received a Certificate of Appropriateness for the project from the City of Washington Historic Preservation Commission on April 5, 2022.

One bid was received on July 15, 2022. A.R. Chesson Construction Co., Inc. submitted a lump sum price of \$126,360.00. This amount includes an allowance of \$2,000 for replacement of any existing damaged window framing found during the installation.

Funding for this project was approved as a part of the FY2022 Capital Improvements budget with a previous estimate of \$80,500, however no additional funds are required.

Submitter Recommendations/Motions:

Approve the award of the Courthouse Annex Window Replacement contract to A.R. Chesson Construction Co., Inc. in the amount of \$126,360.00.

Attachments:

1. RFP Document



Notice to Bidders

Beaufort County
Public Works Department

July 8, 2022

The County of Beaufort, North Carolina ("the Owner") requests bids from qualified, experienced contractors for the removal and replacement of twenty-five (25) existing metal and wood windows, the construction of one (1) new canopy over 2nd floor entrance door, and roofing replacement/wood repair on two (2) existing canopies over rear entrance doors at the Beaufort County Courthouse Annex located at 111 West 2nd Street – Washington, NC 27889

Bids will be received by email to West Overman, Deputy Public Works Director at west.overman@beaufortcountync.gov until 2:00 p.m. Eastern Standard Time (EST) on Friday, July 15, 2022. Bids received after this deadline will not be accepted. It is the sole responsibility of the Bidder to ensure receipt of its bid by the County. Confirmation of receipt by telephone can be made directly to West Overman at 252-975-0720; x1063.

Complete Contract Documents in digital (pdf) format for this project may be obtained from the County's website: <https://co.beaufort.nc.us/Bids.aspx>

Questions and/or requests for clarification shall be submitted in writing to

west.overman@beaufortcountync.gov no later than 2:00 p.m. on Wednesday, July 13, 2022.

All questions requiring additional information will be responded to in an addendum no later than 10:00 a.m. on Thursday, July 14, 2022. All addenda shall become part of the Contract Documents.

This is an informal bid. Bids will not be opened publicly and read aloud. Award will be made to the lowest responsive, responsible bidder. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 45 days.

All bidders must meet the licensing requirements under Chapter 87 of the N.C. General Statutes. Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit bids.

The County reserves the right to reject any or all bids and to waive informalities and defects, as it may deem to be in its best interest.

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Request for Pricing

Beaufort County
Public Works Department

Window Replacement & Canopy Construction Courthouse Annex

Issue Date: Friday, July 8, 2022
Bids Due Before: Friday, July 15, 2022, at 2:00 PM

A. SCOPE OF WORK

1. Contractor shall provide all materials, tools, machinery, labor, and supervision necessary for the removal and replacement of twenty-five (25) existing metal and wood windows, the construction of one (1) new canopy over 2nd floor entrance door, and roofing replacement/wood repair on two (2) existing canopies over rear entrance doors at Beaufort County Courthouse Annex – 111 West 2nd Street – Washington, NC 27889.
2. Contractor shall construct one (1) new canopy over 2nd floor door on east side of building. Canopy shall be constructed as similarly as possible to the existing rear door canopies (photos in Exhibit 4). Roofing material shall be provided by the owner, supports shall be 3.5" x 3.5" wood with decorative details, canopy underside shall be bead board. Canopy shall be painted to match existing canopies with one prime coat and two finish coats.
3. Contractor shall replace roofing on two (2) existing canopies on rear of building to match that of the new canopy. Rotten wood shall be replaced and painted to match. Roofing material shall be provided by the owner.
4. Contractor shall remove twenty-five (25) windows located throughout the first and second floors of the building. Windows to be removed are circled in photos in Exhibit 3. Removal will include the entire window assembly down to the rough opening, including sashes, stops and hardware, window frame, inside and outside trim.
5. Windows have been previously evaluated for asbestos. None of the window glazing samples were found to contain asbestos.
6. In the event of damage found to any rough openings, Contractor shall immediately inform the Beaufort County Maintenance Supervisor. If requested, Contractor shall provide a cost estimate for repairs. Contractor shall make necessary repairs following approval from the Maintenance Supervisor.
7. Contractor shall dispose of all removed materials in dumpster provided by the Owner. No materials shall be salvaged, stored, or accumulated in any area after the end of each workday. Contractor is responsible for maintaining cleanliness around dumpster.
8. Contractor will be responsible for fitting and installing all new windows, both fixed and operable.

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Annex Window Replacement

contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the 911 Communications Center.

3. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect visitors from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the work sites.
4. Incidents, alterations, or accidents involving facility visitors, Contractor's employees, or County employees shall be reported to the Maintenance Supervisor in a timely manner. The Maintenance Supervisor, at his/her discretion, may require a written report from the Contractor describing the incident or accident.
5. Contractor must have at least three (3) or more years of experience.
6. Contractor shall furnish all tools, material, supplies and equipment to perform the work as specifically outlined.
7. Contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The Contractor holds the County faultless and free from liability for any and all damages and costs incurred as a result of the Contractor's actions.
8. The contractor shall perform all work in accordance with applicable local, state, and federal laws, rules, regulations, and zoning and building codes, as well as OSHA guidelines in effect at the time of the project. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and all other safety/traffic control equipment required to protect the public, employees, surrounding areas, equipment, and vehicles.
9. Insurance Requirements:
 - Workmen's Compensation for the life of the contract for all workers at the site of work.
 - Automobile Bodily Injury and Property Damage Liability of not less than \$1 million coverage each for injury, accident and property.
 - Comprehensive General Liability and other insurances shall protect any subcontractors as well performing under this contract. This amount of insurance shall be no less than \$1 million for bodily injury (each occurrence) or combined.
 - Any other insurance required by North Carolina law.
 - Each certificate of insurance cannot be cancelled, reduced in amount or coverage cancelled without 30 days written notice by registered mail to the county. Satisfactory proof of new coverage must be given to the county immediately.
 - Certificate must be provided to the County before Contractor can start Work.

E. SUBMISSION

1. Contractor shall complete Bid Forms found in Exhibit 1.
2. Email: west.overnan@beaufortcountync.gov.
3. Mail or delivery: Beaufort County Maintenance - 123 West 3rd Street - Washington, NC 27869.

F. EXHIBITS

1. Bid Forms
 2. City of Washington Certificate of Appropriateness
- Page 4 of 15

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Annex Window Replacement

3. Photos showing windows to be replaced and location of new canopy
4. Photos of existing roof canopies
5. Sample Contract for Services

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Annex Window Replacement

ANTI-COLLUSION AFFIDAVIT

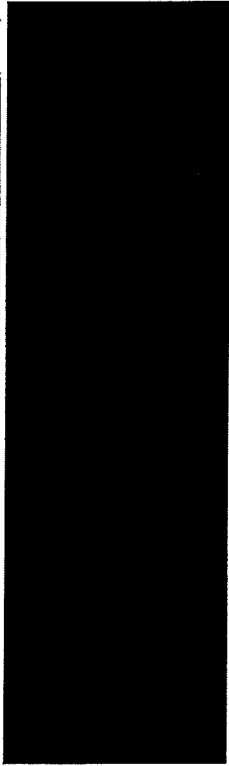
STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

that _____, being first duly sworn deposes and says

1. He/she is the _____ (title) of _____ (company name);
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

(SEAL)

(TITLE)



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Annex Window Replacement

EXHIBIT 2

City of Washington Certificate of Appropriateness
2 pages

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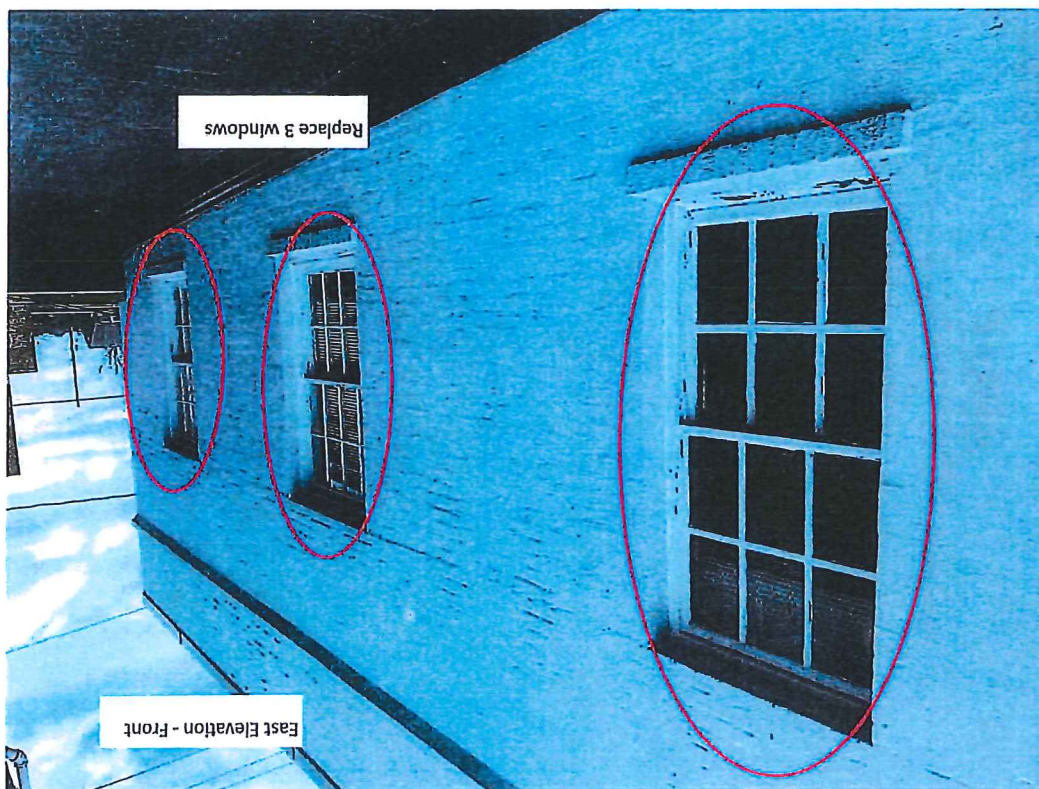
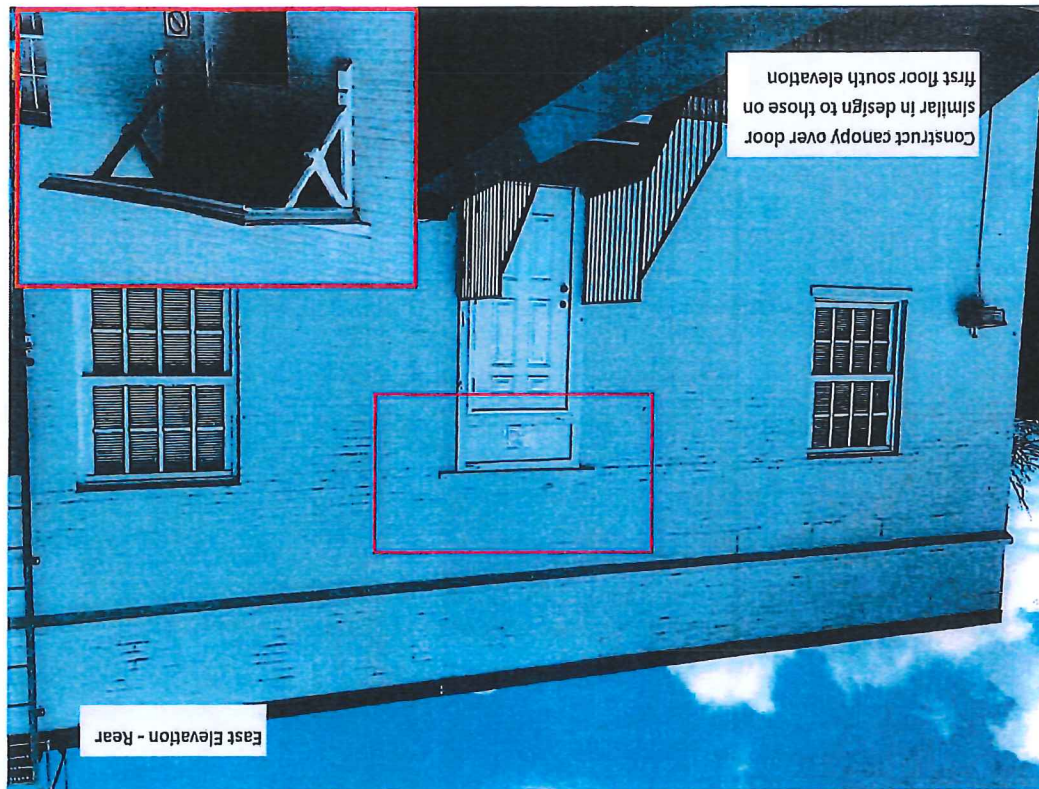
RFP FM-FY23-001
Annex Window Replacement

EXHIBIT 3

Photos showing windows to be replaced and location of new canopy
5 pages

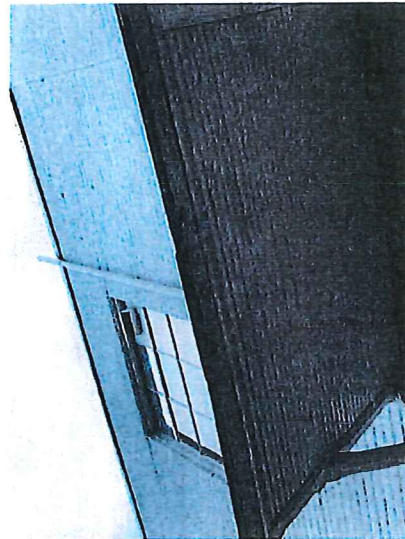
Page 10 of 15





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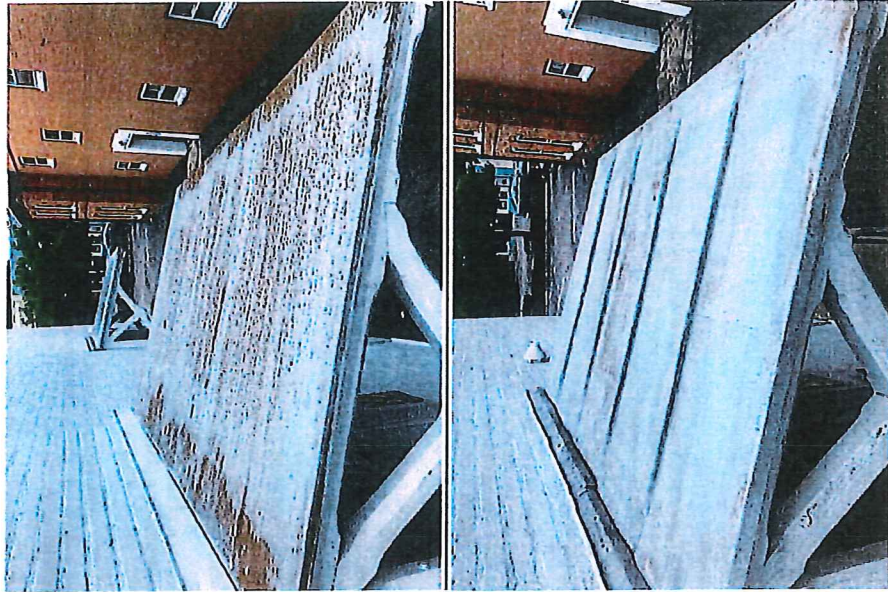
RFP FM-FY23-001
Annex Window Replacement



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RFP FM-FY23-001
Annex Window Replacement



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or before the first day of the subsequent month. Upon receipt of the invoice, confirmation of satisfactory completion of the Work, and no dispute by the Owner regarding the charges submitted by Contractor, the Owner shall remit payment to Contractor within thirty (30) days of receipt of the invoice.

5. Insurance.

a. Insurance Requirements of Contractor. Contractor shall at all times during the term of this Agreement carry the following types of insurance with the coverage limits specified with an insurance carrier or carriers licensed to do business in the State of North Carolina.

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

30 days written notice by registered mail to the county. Satisfactory proof of new coverage must be given to the county immediately.

Contractor shall furnish copies of all certificates of insurance showing that such insurance is in force. In respect of Contractor's obligation to provide insurance as required by this Agreement, Contractor agrees to indemnify and hold the Owner harmless against any and all claims, liability, loss, expenses, suits, litigation and actions, including payment of any attorneys' fees incurred by Owner, for or on account of any injury to any person, or any death at any time resulting from injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the Work. The Contractor further agrees to reimburse the Owner for any and all sums which the Owner may pay or be compelled to pay in settlement of any claim hereunder and the Owner shall be entitled to withhold from any payment otherwise due pursuant to the Agreement such amount or amounts as may be reasonably necessary to protect Owner against liability for any personal injury, death or property damage resulting from the Contractor's performance of the Work.

b. No Obligation of Owners to Provide Insurance. The Owner shall have no obligation to provide insurance, in any form, for the benefit or protection of the Contractor and the Owner shall have no liability or responsibility to Contractor for any damages to Contractor's materials, tools, equipment or other property.

6. Assignment. The Contractor shall not assign this Agreement or the Agreement, in whole or in part, without the prior written consent of the Owner, which the Owner may give or deny in its sole discretion.

7. Employee Background Checks and Employee Eligibility. The Property that is the subject of this Agreement may contain highly sensitive areas and may require additional measures to ensure the protection of the Owner. Owner reserves the right, in its sole discretion, to reject any employee of Contractor and prohibit any such employee from completing any Work as specified in this Agreement. If Owner requires background checks to be completed on any employee of the Contractor, Owner will pay cost associated.

8. Termination of Agreement and Agreement.

With Cause - If the contractor fails to perform his/her duties as specified in this contract, the Owner shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing and delivered via certified mail and/or email. If the contractor fails to correct any default after notification, the Owner shall have the right to immediately terminate this agreement by giving the contractor ten (10) days written notice, and/or delivered via certified mail and email.

Without Cause - The Owner may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail and/or e-mail, to the Contractor at the address listed below.

9. Notice. Any notice or communication required to be given by any provision of this Agreement (hereinafter "Notice"), shall be in writing and shall, except as otherwise expressly provided, be delivered: (i) by registered or certified mail, return receipt requested, postage prepaid; or (ii) e-mail; (iii) by overnight delivery through a nationally recognized overnight courier service; or (iv) by hand to the applicable Party at its address stated as follows:

If to Owner:

Beaufort County
c/o County Manager
121 West 3rd Street
Washington, NC 27889

If to Contractor:

Except as otherwise expressly provided herein, each Notice shall be effective: (i) three (3) days after deposit when using registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) day after deposit for e-mail; (iii) one (1) day after deposit for overnight delivery with a nationally recognized overnight courier service; (iii) upon delivery when hand delivered to the applicable Party; and, (iv) upon refusal of a Party to accept delivery by any method provided herein. Either Party may change its address for Notice by written communication in accordance with this Agreement.

10. Entire Agreement; Waiver. This Agreement and the exhibits hereto contain the entire agreement of the Parties and shall supersede and completely replace any other agreement of the Parties, whether oral or written. No modification, amendment, change or discharge of any term or provision of this Agreement shall be valid or binding unless the same is in writing and signed by all of the Parties hereto. No waiver of any of the terms or provisions of this Agreement shall be valid unless signed by the Party against whom each such waiver is asserted. Any waiver of any term or provision of this Agreement in any instance shall not be a waiver in any other instance.

11. Governing Law; Venue. This Agreement shall be construed according to and governed by the laws of the State of North Carolina. Any action brought to resolve any dispute between the Parties shall be filed in the court of general jurisdiction in Beaufort County, North Carolina.

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors, assigns and representatives, and all persons claiming by, through, or under them; provided, however, that nothing in this Section shall be deemed to permit any assignment contrary to the other provisions of this Agreement.

13. Severability. If any provision or clause of this Agreement is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

14. Survival. All of the terms, representations, warranties, and other provisions of this Agreement shall survive and remain in effect after the execution date of this Agreement and shall only be subject to release by the written agreement of the Parties.

15. Costs. Except as otherwise provided in this Agreement, each Party shall bear its own costs related to this Agreement or any associated matters and transactions.



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Discussion

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Finance Report

Summary of Information: The County Finance Officer will present financial information to the Board of Commissioners.

Submitter Recommendations/Motions: Information only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Decision

Presenter: Brian Alligood, County Manager

Agenda Title: Beaufort Promise Guidelines

Summary of Information: Attached are the recommended guidelines for the Beaufort Promise Scholarship guidelines for your review.

Funding for the Beaufort Promise Scholarship was approved in the 2022/23 budget.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:



Beaufort Promise Scholarship Program Guidelines

1. The Beaufort Promise Scholarship Program is a “last-dollar” scholarship program for students enrolled in credit and non-credit courses at Beaufort County Community College (BCCC). “Last-dollar” means that the College will apply all other federal and state grants and local Foundation scholarships towards a student’s tuition and fees prior to using funds designated for the Beaufort Promise Scholarship Program. Prior to May 11, 2023, the College will cover the cost of tuition and fees for all students, no matter the number of credit hours taken, non-residency in the College’s service area (Beaufort, Hyde, Tyrrell and Washington Counties), or citizenship status. During the period prior to the final day of Spring Semester 2023, the College will use federal money to cover tuition and fees for students that do not meet the following guidelines (see #2 et al. below).
2. As of May 12, 2023, the following guidelines will apply to the program.
3. Eligibility for the Beaufort Promise Scholarship requires that credit students take at least nine (9) or more credits in their official program of study and complete the Free Application for Federal Student Aid (FAFSA). Non-credit students must enroll in a program of 50 or more contact hours that leads to an initial certification recognized by the College.
4. Credit students must present an official high school or college transcript that shows an official grade point average (GPA) of 2.0 to apply for the Beaufort Promise Scholarship. Moreover, once enrolled at BCCC and in receipt of funds through the Beaufort Promise Scholarship, both credit and non-credit students must continue to make satisfactory academic progress (SAP) in their official program of study and retain an overall GPA of 2.0 or the equivalent for non-credit programs. If a student’s GPA falls below a 2.0 while enrolled at BCCC, he/she will not be eligible for Beaufort Promise in the subsequent semester. However, if the student’s GPA rises to at least a 2.0 in the subsequent semester, he/she will be eligible for Beaufort Promise in the next semester of attendance (summer sessions excepted).
5. Students must be residents of Beaufort, Hyde, Tyrrell, and Washington Counties to be eligible to apply for the Beaufort Promise Scholarship. Students must

provide documentary proof of residency in one of these counties, such as a driver's license, a bill in the name of the student applicant showing an address within the four-county region, or some other form of acceptable proof of service area residency approved by the College.

6. In order to receive funding from Beaufort County through funds allocated for subsidizing the Beaufort Promise Scholarship, students must be United States citizens and must prove residency in Beaufort County through one of the means detailed in #5 above. Students who can prove residency in Beaufort County but not U.S. citizenship may still qualify for the Beaufort Promise Scholarship through private funds provided by the College's Foundation. The College will track all funds from Beaufort County separately from all other funds used to support Beaufort Promise and will not use Beaufort County funds to support any student not meeting the requirements of these guidelines.
7. The College will cover the tuition and fees for students from Hyde, Tyrrell, and Washington Counties who meet the criteria established in #3, #4, and #5 above from scholarship funds provided by the College Foundation as well as from federal COVID-19 assistance funds through October 31, 2023. These funds are designated as Beaufort Promise Scholarship funds.



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Discussion

Presenter: David Francisco

Agenda Title: Noise Ordinance Review

Summary of Information: During the July 5, 2022, Board of Commissioners meeting the Board requested a review of the current Beaufort County Noise Ordinance (see attached).

Suggestions and discussion will be held relating to possibly updates to the Beaufort County Noise Ordinance.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:

1. Beaufort County Noise Ordinance

CHAPTER 92: NOISE

Section

- 92.01 Purpose
- 92.02 Unreasonably loud and disturbing noise
- 92.03 Enforcement
- 92.04 Effective date

- 92.99 Penalty

§ 92.01 PURPOSE.

It is the purpose of this chapter to establish an effective means of regulating and controlling sound and noise within the county to the ends that the health, safety, and welfare of the population are promoted and maintained through peace and good order, and the rights of individuals are not unreasonably restricted.

(Ord. passed 4-7-2003)

§ 92.02 UNREASONABLY LOUD AND DISTURBING NOISE.

(A) Subject to the provisions of this section, it shall be unlawful for any person or persons to make, permit, continue, or cause to be made or to create any unreasonably loud and disturbing noise including sound amplification in the county.

(B) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DISTURBING. Noise which is perceived by a person of ordinary sensibilities as interrupting the normal peace and calm of the area.

SOUND AMPLIFICATION. Operate or allow the operation of any sound amplification equipment so as to create sound levels exceeding 55 dBA or 65 dBC between 9:00 a.m. and 9:00 p.m. or exceeding 50 dBA or 60 dBC between 9:00 p.m. and 9:00 a.m., as measured anywhere outside of the boundary line of the person or persons making, permitting, or causing such noise. The foregoing limitations on the operation of sound amplification equipment shall not apply to special event permit issued by the county, the operation of horns, sirens, or other emergency warning devices actually being used in emergency circumstances.

UNREASONABLY LOUD. Noise which is substantially incompatible with the time and location where created to the extent that it creates an actual or imminent interference with peace or good order.

(Ord. passed 4-7-2003) Penalty, see § 92.99

§ 92.03 ENFORCEMENT.

This chapter may be enforced by injunction or other equitable relief by an action brought in the general court of justice.

(Ord. passed 4-7-2003)

§ 92.04 EFFECTIVE DATE.

This chapter shall become effective upon adoption.

(Ord. passed 4-7-2003)

§ 92.99 PENALTY.

The violation of any provision of this chapter shall constitute a misdemeanor and shall be punished by a fine up to \$500 or imprisonment of 30 days or both fine and imprisonment. Each day on which any violation of this chapter shall continue shall constitute a separate and distinct violation and offense.

(Ord. passed 4-7-2003)



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Decision
Presenter: Chairman Frankie Waters
Agenda Title: Billy Mayo Portrait Contribution

Summary of Information: A portrait of Attorney Billy Mayo is in the process of being created to display in the Beaufort County Courthouse. The Beaufort County Bar Organization has contributed \$2,000 and additional private contributions have been made in the amount of \$2,100. Atty. Mayo's son has also made a contribution towards the portrait.

Atty Billy Mayo served as the attorney to the Board of Commissioner for many years.

The total cost of the portrait will be approximately \$7,000 and a request is being made to the Board of Commissioners for a contribution towards the portrait.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Sales Tax Money for Schools Discussion

Summary of Information: Commissioner Richardson would like to have a discussion regarding the Beaufort County Schools sales tax money.

Submitter Recommendations/Motions: Discussion.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Combating Illegal Drugs in Beaufort County

Summary of Information: Commissioner Richardson would like to hold a discussion on developing a strategy to combat the drug epidemic.

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Sheriff Coleman Office Hours

Summary of Information: Commissioner Richardson requested the schedule of office hours of Sheriff Coleman from now until December 2022 and to hold a discussion relating to the hours.

Submitter Recommendations/Motions: Discussion only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Discussion
Presenter: Commissioner Hood Richardson
Agenda Title: Jail Inmate Supervision Discussion

Summary of Information: Commissioner Richardson is requesting a discussion be held regarding the supervision of jail inmates.

Submitter Recommendations/Motions: Discussion.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Commissioners Comments

Summary of Information: During the June 7, 2021, Board of Commissioners meeting it was agreed that each Commissioner would be allowed two (2) minutes to speak at the end of each meeting.

Submitter Recommendations/Motions: N/A

Attachments:

