Beaufort County Board of Commissioners
Monday, October 3, 2022
Amended Agenda
136 W 2nd Street, Washington, NC 27889

A)	**Call to Order** – Chairman Waters		5:30 PM
B)	**Invocation and Pledge**		
C)	**Conflict of Interest Disclosure Statement**	**3**	5:35 PM
D)	**Approval of Agenda** – Chairman Waters		
E)	**Items for Presentation**		
	1. Service Award Presentations – Deloris Creasman, Human Resources	**4**	5:40 PM
F)	**Public Comments**	**5**	5:45 PM
G)	**Legislative Updates for Elected Officials**	**6**	5:50 PM
H)	**Items for Consent**		5:55 PM
	1. Budget Amendment, Health Department – James Madson, Health Director	**7**	
	2. FY23 Fee Revision – James Madson, Health Director	**9**	
	3. Purchase Order Carry Forward – Anita Radcliffe, Finance Officer	**10**	
	4. Budget Amendment, Finance – Anita Radcliffe, Finance Officer	**15**	
	5. Opioid Settlement Fund Project Ordinance – Anita Radcliffe, Finance Officer	**17**	
	6. Surplus, Health Department – James Madson, Health Director	**19**	
	7. Surplus, Public Works – Christina Smith, Public Works	**20**	
	8. Surplus, Sheriff's Office – Lt. Kelly J. Cox, Sheriff's Office	**21**	
	9. Tax Office Refunds Over $100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector	**22**	
	10. Late Tax Relief Applications – Lloyd Salter, Tax Assessor	**27**	
	11. Approval of Board of Commissioners Minutes – Katie Mosher, Clerk to the Board	**29**	
I)	**Item for Decision – Beaufort County Schools**		
	1. Request for Tax Funds – Dr. Matthew Cheeseman	**223**	6:00 PM
J)	**Item for Decision – Soil & Water**		
	1. Watershed Restoration Project – Ann Williams, Soil and Water	**224**	6:10 PM
K)	**Item for Decision – Health Department**		
	1. Health Department Position Reclassification – James Madson, Health Director	**227**	6:15 PM
	2. Budget Amendment, Mosquito Supplies – James Madson, Health Director	**228**	6:20 PM
L)	**Item for Decision – Tax Assessor**		
	1. Board of Equalization and Review Dates – Lloyd Salter, Tax Assessor	**231**	6:25 PM
M)	**Item for Decision – Public Works**		
	1. Herring Rivenbark Purchase Order – West Overman, Public Works	**232**	6:30 PM
	2. Swan Point Developer Agreement – West Overman, Public Works	**235**	6:35 PM
N)	**Item for Discussion – Finance Office**		
	1. Finance Report – Anita Radcliffe, Finance Officer	**271**	6:40 PM
O)	**Items for Decision and Discussion – Manager's Office**		
	1. Revision to Flood Damage Prevention Ordinance – Brian Alligood, County Manager	**272**	6:50 PM

2.	FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence – Brian Alligood, County Manager	**305**	6:55 PM
	BREAK		7:00 PM
3.	Purchasing Policy Update – Brian Alligood, County Manager	**336**	7:15 PM
4.	2022 NCACC Federal Legislative Goals Voting Delegate – Katie Mosher, Clerk to the Board	**337**	7:25 PM
P)	**Item for Decision – Chairman Frankie Waters**		
1.	FEMA Flood Way Discussion – Chairman Waters	**338**	7:30 PM
Q)	**Item for Decision – Vice-Chairman Langley**		
1.	BHM Library Funding – Vice-Chairman Langley	**339**	7:35 PM
R)	**Items for Decision and Discussion – Commissioner Hood Richardson**		
1.	Resolution to Suppress Illegal Drug Use – Commissioner Richardson	**340**	7:40 PM
2.	Register of Deeds Retirement – Commissioner Richardson	**342**	7:45 PM
3.	School Sales Tax Discussion – Commissioner Richardson	**343**	7:50 PM
4.	Jail Inmate Supervision Discussion – Commissioner Richardson	**344**	7:55 PM
5.	Jail Committee Discussion – Commissioner Richardson	**345**	8:00 PM
6.	Hospital Wait Times – Commissioner Richardson	**347**	8:05 PM
7.	Chocowinity Fraud Investigation – Commissioner Richardson	**348**	8:10 PM
S)	**Item for Decision – Commissioner Stan Deatherage**		
1.	Resolution in Support of Defending the Southern Border, and the Delivering of Existing Illegal Migrants to Sanctuary Cities and States – Commissioner Deatherage	**349**	8:15 PM
T)	**Commissioners Comments**	**351**	8:25 PM

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Conflict of Interest Disclosure Statement

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

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

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

Submitter Recommendations/Motions:

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Presentation

Presenter: Delores Creasman, Human Resources

Agenda Title: Service Award Presentation

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

Name	Department	Years of Service
Jennifer Taylor	Register of Deeds	5 Years
Randy Moore	Public Works	10 Years
Lisa Gibbs	DSS	15 Years

Submitter Recommendations/Motions: N/A

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Name	**Contact Information**
Carla Varga	

Submitter Recommendations/Motions:

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

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

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: 10/3/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health Department FY23 Budget Amendment

Summary of Information: Request to amend the FY23 budget to reflect the following revenues and expenditures:

- $7,844 Infant Mortality Funding
- -$2,450 Breast and Cervical Cancer Funding
- $225,089 COVID-19 Vaccination Funding

Submitter Recommendations/Motions: Staff recommend approving the budget amendment

Attachments:
1. Health Department Budget Amendment

Beaufort County
Finance

Budget Amendment Request

Department: HEALTH **Date of Request: 10/03/22**

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-453513	Infant Mortality Funds	$7,844	
105163-523101	Infant Morality Expenditures	$7,844	
100211-454520	Breast and Cervical Cancer Prevention		$2,450
105151-519300	BCCCP Professional Services		$2,450
100211-445197	COVID-19 State Funding	$225,089	
105120-531000	Immunization/CD Professional Development	$4,850	
105120-540003	COVID-19 Equipment	$109,570	
105120-526125	COVID-19 Vaccine Supplies	$50,218	
105120-537015	COVID-19 Outreach/Advertising	$55,451	
105120-512200	Immunization Overtime Salary	$5,000	

Department Justification: Budget Amendment for AA 165, AA 452, AA 716

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		9/20/22
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health Department FY23 Fee Revision

Summary of Information: Request to approve the following fees. Board of Health approved on September 20, 2022.

CPT Code	Description	Current Fee	Proposed Fee
0041A	Novavax 1st dose Vaccine Administration Fee	$0	$20.00
0042A	Novavax 2nd dose Vaccine Administration Fee	$0	$30.00
0124A	Pfizer COVID-19 Booster Vaccine Administration Fee	$0	$30
0134A	Moderna COVID-19 Booster Vaccine Administration Fee	$0	$30
90619	MenQuadfi (Meningococcal)	$0	$160.00
87593-90	Infectious agent detection by nucleic acid (DNA or RNA); orthopoxvirus (e.g., monkeypox virus, cowpox virus, vaccinia virus), amplified probe technique, each	$0	$77.00

Submitter Recommendations/Motions: Staff recommend approving the fee revisions as presented with a retroactive date of September 1st.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Consent

Presenter: Finance Officer Anita Radcliffe

Agenda Title: Purchase Order Carry Forward

Summary of Information: Attached is a schedule detailing items that the County issued purchase orders for during FY 21-2022 and is therefore obligated by contract to fulfill. These items were not delivered, or the projects were not completed before June 30, 2022, and must be brought forward to the current fiscal year for project completion and subsequent payment to the vendors.

Submitter Recommendations/Motions: Motion to adopt attached budget amendment to bring forward unspent prior year funds to the current fiscal year for project completion.

Attachments:
PO Detailed Listing
Budget Amendment

Purchase Orders to be Brought Forward to FY 2022/2023

General Fund			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 21-22	at 6-30-22	GL Acct	Justification for carry forward of funds
20220889	EIS Data Systems	Fujitsu ScanSnap Deluxe Scanner	$592.09	$0.00	$592.09	10-4130-540000	Scanner was discontinued and different model reordered
20220771	Tyler Technologies	HR Management/Employee Self Service Software	$69,514.00	$0.00	$69,514.00	10-4135-538000	Vendor scheduling delays
20221032	Business Communications	(8) ESI 60IP Gigabit Business Telephones	$4,376.40	$0.00	$4,376.40	10-4135-551000	Supply chain equipment delay
20220248	Performance Auto Group	2022 Ford Escape, FWD	$20,638.12	$0.00	$20,638.12	10-4142-554000	Supply chain delay
20221024	Manatron, Inc.	Recording Notification Service & Maintenance	$17,300.00	$11,100.00	$6,200.00	10-4180-534210	Register of Deeds Office Project not 100% complete at 6-30-22
20220304	Taff Office Equipment	(4) Desks with returns and pedestal	$2,934.28	$305.36	$2,628.92	10-4180-540000	Delivered wrong desks, then delivered desks that were damaged
20220552	EIS Data Systems	Switches connecting doors/cameras in courthouse	$4,504.20	$0.00	$4,504.20	10-4160-535101	Delayed delivery from the manufacturer
20210368	Wilson Rhodes Electrical	Generator and ATS for Admin/Maint Bldg	$77,475.00	$71,934.10	$5,540.90	10-4190-554002	Repair cost during generator start after 6-30-22
20210851	Errol J Warren Jr	Engineering Services for Facilities Maint Projects	$1,500.00	$0.00	$1,500.00	10-4190-519400	Architect was working on other projects
20210852	Wilson Rhodes Electrical	Generator and ATS for Health Dept	$116,100.00	$13,000.00	$103,100.00	10-4190-554002	Project started later in the year
20220836	Errol J Warren Jr	OAK-Architechtural Design Services	$6,600.00	$0.00	$6,600.00	10-4190-519400	Architect was working on other projects
20220837	Errol J Warren Jr	Courthouse Architectural Services	$4,550.00	$0.00	$4,550.00	10-4190-519400	Architect was working on other projects
20220756	ARC3 Gases Inc.	Welding Supplies	$2,230.93	$1,772.07	$458.86	10-4190-526010	Material delivery day; Completed and paid in July 2022
20220773	AAA Glass Service Inc.	PORT Window Replacement & Repair	$5,708.50	$638.50	$5,070.00	10-4190-535108	Material Delivery Delay
20220776	AAA Glass Service Inc.	Farm Services Bldg Window Replacement	$3,101.09	$0.00	$3,101.09	10-4190-535110	Material Delivery Delay
20220777	Eneco East LLC	Repair Courthouse York Chiller	$3,258.00	$280.00	$2,978.00	10-4190-535201	Ongoing Project - Partially complete
20220522	Coverings Unlimited of Washington	Carpet at Courthouse Annex	$2,306.01	$0.00	$2,306.01	10-4190-535102	Scheduling Issues; Completed and paid in July 2022
20220870	ChemTreat Inc	Pumps	$2,475.00	$1,575.00	$900.00	10-4190-535201	Material Delivery Delay - Completed and paid in July 2022
20220934	Eastern Generator Solutions	Generator Repair at Courthouse Annex	$5,000.00	$0.00	$5,000.00	10-4190-535102	Scheduling Issues; Completed and paid in July 2022
20220935	Eastern Generator Solutions	Portable Generator Repair at EOC	$1,500.00	$0.00	$1,500.00	10-4190-535114	Scheduling Issues; Completed and paid in July 2022
20220945	Richards Building Supply Company	Courthouse Annex Interior Door Units	$2,925.00	$0.00	$2,925.00	10-4190-535102	Material Delivery Delay - Partially Completed & Paid in July - One item rejected at delivery due to damage, waiting on replacement
20220956	Wilson Rhodes Electrical	Oakland Bldg Replace Load Center Main Panel	$2,650.00	$0.00	$2,650.00	10-4190-535104	Scheduling Issues
20220964	Robert Hays	Courthouse-Electrical DA Renovation 1st floor	$4,850.00	$3,217.20	$1,632.80	10-4190-535102	Scheduling Issues; Completed and paid in July 2022
20220980	Turner Pest Control	DSS Termite Treatment	$3,000.00	$0.00	$3,000.00	10-4190-535102	Scheduling Issues
		Old Jail Termite treatment	$1,500.00	$0.00	$1,500.00	10-4190-535103	Scheduling Issues
		BHM Termite treatment	$3,000.00	$0.00	$3,000.00	10-4190-535111	Scheduling Issues
20220986	Wesco Distribution, Inc.	Health Dept Ext Light Fixture & Pole Replacement	$4,500.00	$0.00	$4,500.00	10-4190-535109	Material Delivery Delay
20221018	EIS Data Systems	New Laptop and Accessories for Econ Director	$3,023.25	$0.00	$3,023.25	10-4920-538000	Economic Director hired late in FY so computer ordered late in yr.
20221038	Eneco East LLC	Oakland 911 HVAC Unit #3 Replacement	$11,320.00	$0.00	$11,320.00	10-4190-554002	Scheduling Issues
20221039	AAA Glass Service Inc.	Annex - New DA Space Glass Partition	$2,225.00	$0.00	$2,225.00	10-4190-535102	Scheduling Issues; Completed and paid in July 2022
20221040	Eneco East LLC	Ductless Unit/New thermostat in EOC room	$12,140.00	$0.00	$12,140.00	10-4190-554002	Scheduling Issues; Completed in July 2022
20221041	Eneco East LLC	Replace Admin HVAC Unit #1	$13,000.00	$0.00	$13,000.00	10-4190-554002	Scheduling Issues
20220740	CGS Premier, Inc	EXT Medical Trailer	$184,407.00	$92,203.50	$92,203.50	10-5120-551000	Delay from Manufacturer, Completed and paid July 2022
20220923	HP Enterprise Company	Computer Equipment for Sherriff's Office	$23,543.00	$0.00	$23,543.00	10-4310-540000	Delivery delays on computer equipment
20221006	American Uniform Sales	Various Uniform Items (pants, shirts, belts)	$2,868.20	$0.00	$2,868.20	10-4310-521200	Production and Shipping Delay
20220519	Select Custom Apparatus	2022 F-550 XLT Ambulance	$232,221.00	$0.00	$232,221.00	10-4390-554000	Production delay due to COVID
20220744	Municipal Emergency Services, Inc.	Job Shirts	$2,563.00	$0.00	$2,563.00	10-4390-521200	Production Delay due to COVID & Mfr backlog, completed 7/22/22
20220882	Mobile Communications America	(3) Two-Way Radios and accessories	$2,553.50	$0.00	$2,533.50	10-4390-540000	Supply Chain issues & Chip Shortage, paid 9/16/22
20220911	Stryker Sales Corp.	Medical Supplies (cable 12 lead wire)	$2,953.30	$2,570.80	$382.50	10-4390-523900	Shipment complete and invoiced 7/15/2022
20220928	Municipal Emergency Services, Inc.	(5) HI-VIS Parkas	$1,100.00	$0.00	$1,100.00	10-4390-521200	Production Delay due to COVID & Mfr backlog, completed 7/20/22
20220942	Bound Tree Medical	Medical Supplies Blanket PO (Recording handle)	$23,428.84	$18,172.29	$5,256.55	10-4390-523900	Shipment complete and invoiced 7/19/2022
20220953	Working Fire Furniture	Chair and Recliner	$2,599.97	$1,899.98	$699.99	10-4390-535100	Production Delay due to COVID and shipping delay
20220954	Municipal Emergency Services, Inc.	Extrication PPE (Helmets, Rescue Pants & Coats)	$4,098.48	$0.00	$4,098.48	10-4390-521200	Production Delay due to COVID & Mfr backlog, completed 7/31/22
20220965	LJ's Auto Body Shop	Ranch Hand Bumper	$3,060.60	$0.00	$3,060.60	10-4390-535200	Production Delay due to COVID & shipping delay
		General Fund Total	**$901,193.76**	**$218,668.80**	**$682,504.96**		

Water Districts			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 21-22	at 6-30-22	GL Acct	
20220462	Feyer Ford	2022 Ford F-150 4x4 Extended cab	$29,366.80	$0.00	$29,366.80	60-7130-554000	Equipment Delivery Delay
20220502	Feyer Ford	2022 Ford F-350 Service Truck	$54,577.80	$0.00	$54,577.80	60-7130-554000	Equipment Delivery Delay
20220768	National Waterworks/Hughes	(2) 8" FLG Check Valves	$7,424.62	$0.00	$7,424.62	60-7130-535120	Material Delivery Delay

Purchase Orders to be Brought Forward to FY 2022/2023

20220770	Miller Supply	8" Q4RB USG Meter- Washington WTP	$9,395.00	$0.00	$9,395.00	60-7130-551000	Material Delivery Delay
20220819	Seegars Fence Company	Fence Replacement Pantego and Washington	$2,750.00	$0.00	$2,750.00	60-7130-535120	Scheduling Issues - Completed in July/August
20201016	Inner Banks Engineering	Engin Svcs for Windmill Point Directional Bore	$4,790.00	$0.00	$4,790.00	60-7130-519400	Engineering has not yet started
20221025	Lee Chevrolet	2022 Chevy Colorado Ext Cab	$27,859.00	$0.00	$27,859.00	60-7130-554000	Equipment Delivery Delay
		Water Total	**$136,163.22**	**$0.00**	**$136,163.22**		

Solid Waste			Original PO	Liquidations	PO Balance		
PO #	**Vendor**	**Description**	**Balance**	**during FY 21-22**	**at 6-30-22**	**GL Acct**	
20220497	Inner Banks Engineering	Collection Site Improvements Engineering Svcs	$29,500.00	$1,475.00	$28,025.00	81-4720-539902	Doing due dilligence before moving forward with engineering
20220687	Landscaping Unlimited, Inc.	Landfill Cap Washout Repairs	$18,700.00	$700.00	$18,000.00	81-4720-535900	Material Delivery Delay - Expected Completion in August
20220738	Garrett & Moore, Inc.	Engineering Services - SW Mega	$47,720.00	$12,160.00	$35,560.00	81-4720-544000	Doing due dilligence before moving forward with engineering
			$95,920.00	**$14,335.00**	**$81,585.00**		

Total PO balances to bring forward (All Funds) **$900,253.18**

Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 10/03/2022

FY Budget: FY 22-23

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Fund Balance Appropriated	682,505	
10-4130-540000	Equipment Purchase	593	
10-4135-538000	IT Computer Software/Hardware	69,514	
10-4135-551000	Capital Outlay – Equipment	4,376	
10-4142-554000	Capital Outlay – Vehicle	20,638	
10-4160-535101	Maint/Repair Courthouse	4,504	
10-4180-534210	Automation/Restoration	6,200	
10-4180-540000	Equipment Purchase	2,629	
10-4190-519400	Engineering Services	12,650	
10-4190-526010	Supplies-Small Tools	459	
10-4190-535102	Maint/Repair Courthouse Annex	17,089	
10-4190-535103	Maint/Repair Old Jail	1,500	
10-4190-535104	Maint/Repair Oakland Bldg	2,650	
10-4190-535108	Maint/Repair Tideland Bldg	5,070	
10-4190-535109	Maint/Repair Health Dept	4,500	
10-4190-535110	Maint/Repair Farm Services Bldg	3,101	
10-4190-535111	Maint/Repair DSS	3,000	
10-4190-535114	Maint/Repair Emerg Management	1,500	
10-4190-554002	Capital Outlay – Buildings	145,101	
10-4190-535201	Maint/Repair HVAC	3,878	
10-4310-521200	Uniforms	2,868	
10-4310-540000	Equipment Purchase	23,543	
10-4390-521200	Uniforms	7,761	
10-4390-523900	Medical Supplies	5,639	
10-4390-535100	Maint/Repair EMS Bldg	700	
10-4390-535200	Maint/Repair Equipment	3,061	

10-4390-540000	Equipment Purchase	2,533	
10-4390-554000	Capital Outlay – Vehicle	232,221	
10-4920-538000	Computer Support	3,023	
10-5120-551000	Capital Outlay – Equipment	92,204	
60-3713-499100	Fund Balance Appropriated	136,164	
60-7130-519400	Engineering Services	4,790	
60-7130-535120	Maint/Repair Treatment	10,175	
60-7130-551000	Capital Outlay – Equipment	9,395	
60-7130-554000	Capital Outlay – Vehicles	111,804	
81-3990-499100	Fund Balance Appropriated	81,585	
81-4720-539902	Convenience Sites	28,025	
81-4720-535900	Maint/Repair Landfill	18,000	
81-4720-544000	Contract Services	35,560	

Department Justification:
To bring forward unspent funds from prior year to complete projects and pay vendors in FY 22-23.

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

County Position No. _____

State Position No. _____

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

Beaufort County
Agenda Abstract

Meeting Date: 10/3/22

Agenda Section: Item for Consent

Presenter: Chief Finance Officer Anita Radcliffe

Agenda Title: Budget Amendment - Jail Architect Fees

Summary of Information: Funds in the amount of $22,500 need to be appropriated to pay Errol Warren for architect fees performed for the Jail Committee. The funding source is supplanted ARP funds.

Submitter Recommendations/Motions: Approve the attached Budget Amendment.

Attachments:
1. Budget Amendment - Jail Architect Fees

Beaufort County
Finance

Budget Amendment Request

Department: ARP Capital Project Fund **Date of Request: 10/3/22**

FY Budget: 2022/2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
80-4680-526126	FUTURE ARP EXPENDITURES		22,500
80-4680-598180	TRANSFER TO GF ARP CPF	22,500	
180-3650-499080	TRANSFER FROM ARP SRF	22,500	
180-7300-535550	JAIL ARCHITECT SERVICES	22,500	

Department Justification: To move $20,000 of ARP funds from the ARP Special Revenue Fund to the GF ARP Capital Project Fund to provide additional funding for jail architect services.

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

County Position No. _____

State Position No. _____

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

Beaufort County
Agenda Abstract

Meeting Date: 10/3/22

Agenda Section: Item for Consent

Presenter: Chief Finance Officer Anita Radcliffe

Agenda Title: Opioid Settlement Fund Project Ordinance

Summary of Information: Beaufort County will be receiving $3,077,680 over the next 18 years through the NC Opioid Settlement Fund. At the September 6, 2022 meeting, the Board approved a 3 year budget for opioid project activities as presented by the Taskforce (see table below). The attached Project Ordinance needs to be adopted to account for the revenues and expenditures related to opioid activities.

Opioid Settlement Project				
Beaufort County Health Department				
Budget Lines	***Budget Line Description***	***Year 1 FY 2022-2023***	***Year 2 FY 2023-2024***	***Year 3 FY 2024-2025***
105158-519312	Opioid Peer Support	$100,800	$105,840	$111,132
105158-519314	Opioid Health Educator	$62,600	$65,730	$69,017
105158-526017	Opioid Operational Supplies	$2,000	$2,000	$4,000
105158-519425	Opioid Project Support	$10,000	$10,000	$10,000
105158-519426	Opioid BHTF Coordinator	$0	$0	$69,458
Total Budget		**$175,400**	**$183,570**	**$263,607**

Submitter Recommendations/Motions: Adopt the attached Budget Amendment to recognize the Opioid Settlement Funds to be received and appropriate funding for the 3 years of project activities as presented by the Beaufort County Opioid Task Force.

Attachments:
Opioid Settlement Funds Project Ordinance

AN ORDINANCE TO ESTABLISH A SPECIAL REVENUE PROJECT FUND
NC OPIOID SETTLEMENT FUND
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2022-2023

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following project fund is hereby established:

Section 1. The Special Revenue Project Fund is established to account for the revenues and expenditures associated with Beaufort County's share of the NC Opioid Settlement Fund.

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

REVENUES:

82-3690-433045	Opioid Settlement Revenue	3,077,680

EXPENSES:

82-4690-519312	Peer Support	317,772
82-4690-519314	Health Educator	197,347
82-4690-526017	Operational Supplies	8,000
82-4690-519425	Project Support	30,000
82-4690-519426	BHTF Coordinator	69,458
82-4690-599500	Future Opioid Expenditures	2,455,103
	TOTAL EXPENDITURES	$3,077,680

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

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

Section 5. Copies of this project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 6. This ordinance shall become effective upon its adoption.

This the 3rd day of October, 2022.

_____
Chairman

Attest:

_____

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health Department Surplus

Summary of Information: The Health Department is requesting to surplus the following items:

WS1112	HP ProBook 450 G3	5CD6393YRD
Monitor	HP L1710	CND81121QX
WS1109	HP ProBook 450 G3	5CD6393YQZ
WS1120	HP ProBook 450 G5	5CD82980GJ
WS1111	HP ProBook 450 G3	5CD6393YQM
WS1110	HP ProBook 450 G3	5CD6393YQL
EH1010	HP Elitebook 2760P	2CE2280ZW4
Printer	Hp Officejet 200	TH72838067
Scanner	Fujitsu Scansnap 1500	348326
Printer	Hp Officejet 200	TH05I850T7
Printer	HP Color LaserJet CP2025	CNB5C05259

Submitter Recommendations/Motions: Staff recommend the surplus request be approved.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Consent

Presenter: Christina Smith, Public Works

Agenda Title: Surplus - Public Works

Summary of Information: The Public Works Department requests to surplus the following vehicle:

Item	Mileage:	Reason:
2011-Ford Ranger (#3022)	201,608	Engine issues (re-build or replace), door needs replacement, fan issue

Submitter Recommendations/Motions: Staff recommends approval of surplus vehicle.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Consent

Presenter: Lieutenant Kelly J. Cox, Sheriff's Office

Agenda Title: Surplus- Sheriff

Summary of Information: The Sheriff's Office requests the surplus of the following vehicles:

Car No.	Year	Make	Model	Mileage	Tag No.	VIN No.
3212	2015	Dodge	Charger K-9	105,106	HHH-8181	2C3CDXAT3FH890893
3177	2008	Dodge	Magnum	122,221	32315-W	2D4GV47218H233362
3168	2014	Dodge	Charger	156,818	79714-T	2C3CDXAT0EH121377
3221	2016	Ford	Explorer	104,186	RAW-2502	1FM5K7DH0GGC70044
3106	2012	Dodge	Charger	128,798	42012-V	2C3CDXAT2CH304437
3113	2012	Dodge	Charger	161,843	42008-V	2C3CDXAT6CH316204
3117	2012	Dodge	Charger	140,496	42027-V	2C3CDXAT2CH316202
3123	2012	Dodge	Charger	154,146	42000-V	2C3CDXAT4CH304438
3147	2006	Ford	Mustang	155,728	83179-V	1ZVFT82H565223775

Submitter Recommendations/Motions: Approve surplus vehicles.

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Topic: Item for Consent

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

Agenda Title: Assessor's Office Refunds Over $100

Summary of Information: The Tax Assessor and Tax Collector are requesting approval of the attached refunds over $100.00.

Submitter Recommendations/Motions: Staff recommends approving the attached refunds.

Attachments:
1. Assessor Refunds Over $100 - NCVTS
2. Assessor's Office 406A NCPTS Refunds Over $100

North Carolina Vehicle Tax System

AUGUST 2022 REFUND REPORT

NCVTS Pending Refund report

Report Date 9/21/2022 3:48:12 PM

Payee Name	Secondary Owner	Refund Type	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Junsdiction	Levy Type	Change	Interest Change	Total Change
BARRIGER, STEVEN KEAL		Adjustment >= $100	PENDING	255988122	Refund Generated due to adjustment on Bill #0067645457-2022-2022-0000-00	Military	08/16/2022	G01	Tax	($109.94)	$0.00	($109.94)
								F60	Tax	($7.56)	$0.00	($7.56)
								E12	Tax	($8.80)	$0.00	($8.80)
											Refund	$126.30
DAVIS, HAROLD LEWIS		Proration	PENDING	255663729	Refund Generated due to proration on Bill #0058220809-2021-2021-0000-00	Vehicle Sold	08/11/2022	G01	Tax	($133.84)	$0.00	($133.84)
								F63	Tax	($8.78)	$0.00	($8.78)
								ER	Tax	($10.71)	$0.00	($10.71)
											Refund	$153.33
DAVIS, JAMES LAVERNE	DAVIS, RILEY CHASE	Adjustment >= $100	PENDING	426622065	Refund Generated due to adjustment on Bill #0067987098-2021-2021-0000	Situs error	08/15/2022	G01	Tax	$0.00	$0.00	$0.00
								C01	Tax	($146.92)	$0.00	($146.92)
								C01	Vehicle Fee	($5.00)	$0.00	($5.00)
								F60	Tax	$11.92	$0.00	$11.92
								E12	Tax	$13.86	$0.00	$13.86
											Refund	$126.14
DRAKE, DONNA EVERETT		Proration	PENDING	257190240	Refund Generated due to proration on Bill #0067261545-2021-2021-0000-00	Vehicle Sold	08/29/2022	G01	Tax	($207.29)	$0.00	($207.29)
								F63	Tax	($13.59)	$0.00	($13.59)
								ER	Tax	($16.58)	$0.00	($16.58)
											Refund	$237.46
DUDLEY LANDSCAPING & TREESERVICE INC		Adjustment >= $100	PENDING	428170470	Refund Generated due to adjustment on Bill #0060496504-2021-2021-0000	Situs error	08/26/2022	G01	Tax	$0.00	$0.00	$0.00
								C01	Tax	($423.33)	$0.00	($423.33)
								C01	Vehicle Fee	($5.00)	$0.00	($5.00)
								F63	Tax	$32.75	$0.00	$32.75
								E05	Tax	$27.96	$0.00	$27.96
											Refund	$367.62
GODLEY, KIMBERLY BERENDA		Proration	PENDING	255458211	Refund Generated due to proration on Bill #0061012204-2021-2021-0000-00	Vehicle Totalled	08/08/2022	G01	Tax	($120.52)	$0.00	($120.52)
								F63	Tax	($7.90)	$0.00	($7.90)
								E02	Tax	($9.64)	$0.00	($9.64)
											Refund	$138.06
INNER BANKS STEM CENTER		Adjustment >= $100	PENDING	255119382	Refund Generated due to adjustment on Bill #0067496268-2022-2022-0000-00	Exempt Property	08/04/2022	G01	Tax	($143.75)	$0.00	($143.75)
								C01	Tax	($133.40)	$0.00	($133.40)
								C01	Vehicle Fee	($5.00)	$0.00	($5.00)
											Refund	$282.15

North Carolina Vehicle Tax System

AUGUST 2022 REFUND REPORT

NCVTS Pending Refund report

Report Date 9/21/2022 3:48:12 PM

RODMAN, LEWIS MICHAEL	RODMAN, PEGGY SLADE	Proration	PENDING	171474934	Refund Generated due to proration on Bill #0066272928-2021-2021-0000-00	Vehicle Sold	08/30/2022	G01	Tax	($105.43)	$0.00	($105.43)
								C07	Tax	($104.59)	$0.00	($104.59)
											Refund	$210.02
SMALL, HENRY LEE		Proration	PENDING	257212557	Refund Generated due to proration on Bill #0067497509-2021-2021-0000-00	Vehicle Sold	08/30/2022	G01	Tax	($146.10)	$0.00	($146.10)
								F63	Tax	($9.59)	$0.00	($9.59)
								E05	Tax	($8.19)	$0.00	($8.19)
											Refund	$163.88
WALKER, EVERETTE JERALD		Proration	PENDING	255471513	Refund Generated due to proration on Bill #0061654395-2021-2021-0000-00	Vehicle Sold	08/09/2022	G01	Tax	($143.92)	$0.00	($143.92)
								F60	Tax	($9.90)	$0.00	($9.90)
								E12	Tax	($11.51)	$0.00	($11.51)
											Refund	$165.33
WILLIAMS, FOREST HOWARD		Proration	PENDING	170314626	Refund Generated due to proration on Bill #0066709540-2021-2021-0000-00	Vehicle Sold	08/09/2022	G01	Tax	($293.64)	$0.00	($293.64)
								F61	Tax	($28.19)	$0.00	($28.19)
											Refund	$321.83
											Refund Total	$2292.12

Date run: 9/21/2022 4:25:01 PM

TR-406A Refund Detail Report

NCPTS V4

June 23 - Sept 20th

Report Parameters: Refund Status: **ONHOLD**

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction	Ref	Refund Amount
887528	JOSEPH FRANKLIN SAVAGE	522 FREDERICK RD CHOCOWINITY,NC 27817	Refund on Bill # 0000050381-2022-2022-0000-01	DPCADJ	9/19/2022 7:00:09 PM		297.82
Total							**297.92**

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Refund Change Date	Refund Amount ($)
886216	AFFILIATED MORTGAGE SERVICES Michael + Mary Sargent	PO BOX 428 ROCKY MOUNT,NC 27802 P.N# 7615-18-5854	Overpayment on Payment of CHECK on Bill # 0000000586-2022-2022-0000-00 of $1,983.23	DPCMOR	9/13/2022 11:59:17 AM	1,983.23
881324	PETER D SANTORI	441 E ERIE ST APT 1512 CHICAGO,IL 60611 P.N# 5684-65-7815	Overpayment on Payment of SYSTEM on Bill # 0000000153-2021-2021-0000-00 of $989.08	C9BEATB	8/17/2022 4:54:14 PM	989.08
886533	FMR INVESTMENTS LLC	341 KILMAYNE DRIVE SUITE 201 CARY,NC 27511 P.N# 7615-07-0921	Overpayment on Payment of CHECK on Bill # 0000004722-2022-2022-0000-00 of $925.01	DPCLBX	9/14/2022 8:24:11 AM	925.01
882224	MAYO AND MAYO, ATTORNEYS Janet Saunders	102 WEST 2ND STREET WASHINGTON,NC 27889 P.N# 5677-17-7644	Overpayment on Payment of CHECK on Bill # 0000020592-2022-2022-0000-00 of $460.38	KJEFFERSON	8/30/2022 9:49:46 AM	460.38
880797	GERARD E MOMBAERTS	609 TURNAGE ROAD BATH,NC 27808 P.N# 6643-16-2445	Overpayment on Payment of CHECK on Bill # 0000013916-2020-2020-0000-00 of $351.59	C9BEATB	8/8/2022 11:51:21 AM	351.59
887528	JOSEPH FRANKLIN SAVAGE	522 FREDERICK RD CHOCOWINITY,NC 27817 P.N# 5653969635	Refund on Bill # 0000050381-2022-2022-0000-01	DPCADJ	9/19/2022 2:14:11 PM	297.82
881173	RICKY TRIPP	P O BOX 2163 WASHINGTON,NC 27889 No P.N Ind Property	Overpayment on Payment of SYSTEM on Bill # 0000042871-2022-2022-0000-00 of $285.10	DPCPRE	8/15/2022 9:33:29 PM	285.10
880714	WILLIAM FRANK WALKER	900 SIMMONS STREET APT 17 TARBORO,NC 27886 P.N# 5674-09-4224	Overpayment on Payment of CHECK on Bill # 0000023426-2014-2014-0000-00 of $143.28	WKINION	8/4/2022 8:28:06 AM	143.28
887487	FIRST BANK & TRUST COMPANY James & Jerry Emmett	MORTGAGE DIVISION 237 PINNACLE PARKWAY, 2ND FLOOR BRISTOL,TN 37620 P.N# 5667-88-2702	Overpayment on Payment of CHECK on Bill # 0009546450-2022-2022-0000-00 of $139.77	C9BEATB	9/19/2022 12:25:00 PM	139.77
880677	GARY BOYD THOMPSON,JR	1314 OLD BATH HWY WASHINGTON,NC 27889 P.N# 5695-59-4155	Overpayment on Payment of CHECK on Bill # 0000046198-2021-2021-0000-00 of $129.21	C9BEATB	8/1/2022 2:47:12 PM	129.21
887701	BRYAN K MORRIS	3432 ABILENE RD CHARLOTTE COURT HOUSE,VA 23923 P.N# 6653-78-6347	Overpayment on Payment of CHECK on Bill # 0000004691-2022-2022-0000-00 of $121.16	DPCLBX	9/19/2022 2:37:10 PM	121.16
881145	JOHN C JENKINS	PO BOX 333 CHOCOWINITY,NC 27817 P.N# 5651-68-5747	Overpayment on Payment of SYSTEM on Bill # 0009549444-2022-2022-0000-00 of $110.04	DPCPRE	8/15/2022 9:27:35 PM	110.04

Overpayments

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Topic: Item for Consent

Presenter: Lloyd Salter, Assessor

Agenda Title: Late Tax Relief Applications

Summary of Information: The Tax Assessors office has received three requests from citizens for tax relief due to either being a disabled veteran or a senior citizen. Please see attached.

Submitter Recommendations/Motions: Staff recommends approval of the late tax relief applications received.

Attachments:
1. Late applications for tax relief.

2022 LATE FILINGS FOR EXEMPTIONS

NAME	DATE FILED	QUALIFY	TYPE OF APPLICANT	ADDRESS
WILLIAM ELLEGOR	09/01/2022	YES	DISABLED VET	27301 US HWY 264 E
MATTHEW SCHWARTZ	09/01/2022	YES	SENIOR CITIZEN	302 NORTHGATE DR
LOIS ROBERSON	08/31/2022	YES	SENIOR CITIZEN	113 LEIGH DR

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Approval of Board of Commissioner Minutes

Summary of Information: Approve the September 2022 Board of Commissioners minutes as submitted by the Clerk to the Board.

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

Attachments:

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

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

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

Chairman Waters welcomed everyone and called the meeting to order.

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

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

Conflict of Interest Statement

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

No one spoke.

Approval of Agenda

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

Service Awards Presentation

Ms. Deloris Creasman said we have two Beaufort County employees here tonight that are going to receive their awards for service to Beaufort County. She said Constance Grady with our Water Finance Department is receiving her 5-year award. She said next we have Ms. Nannie Willis with our Social Services Department and she's also receiving her 5-year award. She said we also have some other Beaufort County employees I'd like to recognize tonight. She said receiving awards, but could not be here tonight, Patrick Bowens from the Water Department has 5-years in now. She said Ms. Keisha Clark with Social Services has 5 years of service, Ms. Christina Martinez, also with Social Services has 5 years of service. She said Ms. Doris Alligood with the Health Department has 25 years of service.

Public Comments

Mg. Ret. Kurt Ryan said I just wanted to come tonight and invite the Commissioners to an event in October. He said October 13th at 6:30 PM we will give an update to our community in Aurora on the progress that we've made with our strategic plan. He said we'll have government representatives, business leaders and educators there to give updates on those key tasks and progresses that we've made to date. He said Mayor Williams is unable to be here tonight, but he sends his greetings to the entire Counsel, and we will hold another meeting at the Town tonight to talk through some of the strategic updates. He said we are making some progress, encouraging progress on the southside of the Pamlico, particularly in Aurora and the Richland Township. He said we've established a viable Chamber of Commerce that had been defunct

for a number of years and we're starting to take membership. He said we've opened two new businesses on Main Street and that's a pretty seismic move for a town that had zero businesses on Main Street six months ago. He said we're starting to see some investment. He said some folks, businesses taking risk in our town, coming to our town and opening commerce. He said we've established two new festivals, the first being in October, October 21st and 22nd, the Aurora Fish and Farm Festival where we'll celebrate our fishers, our fishing industry and our farmers that provide so much to our community on the southside of the river. He said then we will do our Christmas in Aurora in the first week of December where we have a great Christmas festival, a tree lighting and a really wonderful parade and we invite you all to come and join us for that. He said we are starting to see perspective investors point to Aurora and Richland Township. He said as you know Beaufort Community College recently received a $1.5 million investment to build a workforce development center in our town to help with the education and training of folks in our community particularly associated with Nutrien and the mining operation. He said we also, with some help from the Mid-East Commission, particularly Jamie Heath, she secured over $300,000 in resiliency grants which will help us become a more weather resilient community in the future and we look forward to the outcome of those studies. He said lastly we just have so much more to do but we need your support, we need your encouragement, we need your advocacy as we try to revitalize the community that has been, frankly devastated over 40 years of economic decline. He said I thank you and again, our community is open to everyone to come and visit us.

Commissioner Walker said what time is the strategic plan presentation.

Mr. Ryan said it will be at 6:30 PM. He said I've left invitations with Ms. Mosher to provide to each one of you.

Mr. Tandy Dunn said you should've received a handout. He said while I was on vacation I had the opportunity to go to the Swain County trash facility. He said that's a great vacation spot right, so you go to the dump. He said I was very happy to see what they had there, they were very proud of their facility. He said people were happy to work there and the things that they had done.



Swain County Trash Collection

He said the first page of the handout is just the overhead of the trash collection place. He said one of the things that they did is there's four dumpsters that are ground level when you show up. He said they said they wished they had put five in. He said the other thing they'd done recently is they put cement on the whole place, they said that makes things a whole lot easier. He said you see the entrance and you follow it, and you just drive up to it and put your trash in it, it's real easy. He said they had ground level dumpsters which we've got some at our facilities where you have to go up stairs and throw it in. He said bulk items, they had a dumpster where you put your recliners and beds and things like that in. He said they also had one just for mattresses. He said I don't understand why they would separate that out, but they did. He said electronics, they had a dumpster just for electronics and at their facility if you dump a TV or a computer you had to pay $5.00 to the person working the gate. He said I know we do not charge that here, but we are charged by the person who comes to pick up the TV's. He said so they get $5.00 and then they sell the TV so they're trying to pay for their facility through their recycling program or the $5.00 fee for each thing that's dropped off. He said used oil, has a place where you can dump off your used oil. He said I tried a back road to my Mom's house and a guy dumps off his used oil in the ditch so that would be something very beneficial for us also. He said then they have segregated recycling, metal, cardboard, different colored glass, they had all these different bins. He said they were all very easy to get to and you just go up to them and throw your

stuff in. He said it was all very helpful and easy. He said they had a place for small pieces of metal. He said the larger items they wanted you to take over to their bulk site, and I'll show you a picture in a minute. He said here's the picture of glass recycling and cardboard.



He said they sold their glass and their cardboard and their TVs to somebody. He said one of the other things that they also did was they took refrigerators and air conditioners, and somebody recovered the refrigerant out of it and then they crushed it up and sold it as scrap metal. He said the bulk site was right behind it. He said there's a place where you pull up, you're going to get weighed and you're going to pay for it, but it was very convenient, a very clean facility and the people are very proud of it and that's something, if we go forward with a possible mega-site that we need to look at. He said the only thing they said they would've done is they would've put a fence up around there, the cement floor earlier and they would've put five dumpsters instead of the four that they've got.

Mr. Scott Hammond said he was waiting for a document to come in on his electronic device but at this time I'm not prepared to make the full announcement. He said if you'll allow me to excuse myself to another meeting I'll save it for another time.

Legislative Updates

No one spoke.

Items for Consent

1. Late Tax Relief Applications
2. NC Resilient Coastal Communities Grant Award
3. Budget Amendment, DSS
4. Budget Amendment, Health Department
5. Board of Health Appointments
6. Appointing Review Officer
7. ABC Board Appointments
8. Minutes Approval
    - Thursday, May 19, 2022, Special Called Meeting – Budget Workshop
    - Tuesday, May 24, 2022, Special Called Meeting Budget Workshop
    - Monday, August 1, 20022, Board of Commissioners Regular Meeting

Commissioner Richardson said he would like to pull item #2, NC Resilient Coastal Communities for further discussion.

Motion: Commissioner Booth motioned to approve the amended consent agenda. Commissioner Rebholz seconded.

Yes Vote **No Vote**

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

See Addendum 1

Public Hearing – 22/23 NC Division of Coastal Management Public Beach and Coastal Waterfront Access Grant Application

Motion: Commissioner Rebholz motioned to open the public hearing. Commissioner Walker seconded. The vote was unanimous.

Ms. Jamie Heath said this is a public hearing to solicit comments on Beaufort County submitting a Public Beach and Coastal Waterfront Access grant application to the North Carolina Division of Coastal Water Management. She said the application would be for site improvements to the 5.9-acre County owned site on Wrights Creek located on Wilkins Road, south of Belhaven in the Pamlico Beach area. She said the County intends to develop the site as a public park. She said site improvements included in the Public Beach Coastal Waterfront Access application would include upgrading the entrance driveway, constructing accessible walking trails, a boardwalk with gazebo, and a living shoreline demonstration site. She said the total grant request would be $405,000 with a 25% local cash match of $135,000 required for a total project cost of $540,000. She said the County's current PRTF grant for the Wrights Creek site will partially offset that required cash match. She said it is anticipated that if the DCM grant is awarded, it along with the PRTF grant will allow the project to be completed as originally designed and the Commissioners will be taking comments on the County's submittal of this Public Beach and Coastal Waterfront Access Grant application.

Chairman Waters said we did not have anyone sign up for public comments but if there's anyone here that would like to address the Commissioners at this time we will entertain that.

No one asked to speak.

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

Chairman Waters said I'm assuming you're asking us to approve the grant writing service contract.

Ms. Heath said that's correct, to approve submitting the grant application and then approve for Mid-Eats to do the grant writing service, which we've attached a proposed contract for you in the amount of $2,500 to complete the grant application.

Commissioner Richardson said I'm not going to vote for this. He said this is another government boondoggle. He said the County paid $400,000 for about 10 or 12 acres of land at Wright's Creek, almost $40,000 per acre. He said it was a boondoggle price to pay for the property. He said that the time the County paid for the property they were informed that the dyke for the dredge pools, what they bought was a dredge pond, that the dyke was failing and was at great risk. He said the County Commissioners went ahead and voted for it anyway and this has become one of those things that is just going to keep bleeding money out of the County. He said we need to get out of this thing so I'm not voting for it.

Commissioner Deatherage said the core of where this money is coming from, is it coming from the Federal Government or is it coming from the State government.

Ms. Heath said I know it's the NC Division of Coastal Management. She said I would have to check to see if there's any federal funding involved. She said I'm not positive on whether it's all state or if there's some federal. She said I know it's through a state agency but sometimes they're suing federal money, but I could check on that, I'm just not sure.

Commissioner Deatherage said could you better explain how we have a match but then it's not a match.

Ms. Heath said there is a $135,000 match that's required because that's 25% of the project cost but the DCM, the grant agency staff contacted us and told us that part of the PRTF grant that you guys have, but not all of it, could be used to offset

that cash match and they're going to count that as the match so we're working with them right now to try to determine how much of that can be counted so the County's match can be as low as possible but I don't have an exact number for how much it will be offset at this moment.

Commissioner Deatherage said we could use some of it for this and we could use some of that grant for something else.

Ms. Heath said the grant you already have you've put up some cash match and they're also going to allow that PRTF grant to count to offset the cash match for this grant.

Commissioner Rebholz said if this goes as well as you hope for this match what would we have to come up with in cash.

Ms. Heath said I'm not sure exactly how much it will offset it at this time but best-case scenario the cash match could go as low as $65,000 or $70,000 but that's best-case scenario. She said I'm not totally sure if it will get down to that or not. She said we're trying to work to get as much of it to count as we can but there are certain elements of it that is more focused on the waterfront aspect of it, but the PRTF is focused on recreation in general so they're counting some of the things but not all of the things as a cash match.

Mr. Alligood said the desire to go after the Division of Coastal Management Access grant was that you got a PRTF grant to complete some of the remaining project. He said we were told we could go back and submit for another PRTF Grant but PRTF grants are a 50% match so we thought it best if we could get DCM funding where it's only a 25% match and then they've allowed us to use some of the PRTF money to match that so if you're going to complete this project we think this is the most economical and cost-effective model by using granting funds.

Chairman Waters said just for the record, before I was a Commissioner in 2014 the previous Commissioners, with the recommendation from the County Manager and the Chief Financial Officer, the property was appraised, the entire property which we refer to as Phase I and Phase II, and because the amount of grant money to do the initial part, the old Hopkins Seafood Processing Plant was torn down first and that's where the Wildlife ramp is located so this is the second phase. He said but all of the purchase price was based on the entire track prior to 2014. He said I can't remember what year that was.

Motion: Vice-Chairman Langley motioned to approve the grant writing contract and submittal of the grant request. Commissioner Booth seconded.

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

See Addendum 2

US Moto Signs

Mr. Rick Lanier said this is a presentation to join the growing list of counties that are voting to proudly display "In God We Trust" on their government building and in many cases on their law enforcement vehicles as well. He said my name is Rick Lanier and I'm co-founder and field director of the US Motto Action Committee. He said I served as County Commissioner in Davidson County in Lexington, NC from 1998 to 2002. He said in 2002 I led my Board of Commissioners to display "In God We Trust" on the Davidson County Governmental Center exterior. He said soon after that several surrounding cities and counties began to join us in doing the same. He said we formed the US Motto Action Committee for the soul purpose to promote patriotism by encouraging elected officials such as you to vote yes to display "In God We Trust" in and on their governmental buildings. He said displaying the motto gives ceremonial honor to public occasions and expresses confidence in our society. He said these words have been used on our US currency since 1864 and this inspired slogan is engraved above the entrance of the US Senate chamber, as well as above the speaker's seat in the US House of Representatives and I might add we're working toward, I'm garnering a lot of support now, maybe next year, of going before the North Carolina General Assembly to do the same. He said on July 30, 1956, during the Dwight D. Eisenhower administration the US Congress adopted "In God We Trust" as our official national moto of the United States

of America. He said thus displaying our motto is our legal right, protected by the 1st Amendment. He said November 1, 2011, the US House of Representatives voted overwhelmingly 396 to 9 to reaffirm "In God We Trust" as our Nation's motto. He said Congressman Andy Forbes of Virginia sponsored the bill in part because some have mistakenly stated that E Pluribus Unum is our national motto. He said most importantly the resolution specifically encourages the placement of the motto in and on all governmental buildings from courthouses to school classrooms. He said a recent survey shows that 87% of all American's still support the display of our national motto. He said this is our nation's identity, and rightly so. He said it's the very basis for our form of government. He said John F. Kennedy stated the guiding principle and prayer of this nation has been, is now, and forever shall be "In God We Trust". He said in times of both war and peace these words have been a source of strength and guidance to many generations of Americans. He said as a grassroots patriotic movement the US Motto Action Committee stands on solid legal ground. He said since Davidson County, NC paved the way, not one legal challenge has been raised against any city or county that voted yes and so far 65 counties prior to you folks have voted yes to display the motto and 51 town halls. He said 116 government entities with nearly 300 displays of such. He said this effort is totally legal, there's nothing to challenge. He said 100% of the cost, this is the shiner, the glimmer of the whole thing, I've sat where you sat and I just heard even with a grant a potential cost of up to $60,000, well guess what, this will not cost you anything. He said it's paid for by the US Motto Action Committee and those funds, well you say where do they come from. He said in a lot of cases it comes from your local citizens that are behind what we're proposing to do, and they get behind it and donate money. He said I always say this with a chuckle, while I will not take a penny from a government body, I will take donations from government officials. He said this is zero cost to you folks. He said all across this country elected officials, such as you, are embracing the opportunity to display our great National motto. He said I can't think of a better time than now to do this. He said we're in a situation in our country where there has been, and still is some division. He said some people might say well this is a divisive thing. He said I want to point out to you tonight this is the basis of which our country was founded on. He said 66% of our nation's laws came from God's word. He said the other 34% were greatly influenced by it. He said In God We Trust, I'm not going to make bones about it, it is a historic comment by virtue of the fact it was adopted by the US Congress, but this represents who we are as a nation, one nation under God, indivisible with liberty and justice for all. He said displaying our motto will be a perpetual reminder, gentlemen, of our Godly heritage of our country. He said elected officials, like you, are showing a commitment of the values our great country was founded on. He said is our country perfect, not by a long shot but we're still the greatest nation on earth and that's because of who we are. He said I want to thank you in advance for your yes vote and as you can tell I'm very passionate about this and I'll be glad to entertain any questions that you might have at this time and I do have in my briefcase some actual letters, the type letters that we use on the buildings if you would like to see them.

Commissioner Deatherage said I'd like to see some of your examples if you've got them.

Chairman Waters said the examples are in the book.

Mr. Lanier said that is what we're proposing on the exterior of the courthouse and the smaller is about the size for your chambers. He said it would be a little larger letter on the front, this, the inside is more like an acrylic, good quality, they use adhesive to mount. He said the bigger they drill into the side. He said the anodized aluminum letters are drilled into the building and silicone and we have never had a hitch in 116 government entities and nearly 300 displays of any kind of damage to any structure and we put it on some very historic buildings. He said I'm not sure if you saw it in your email packet over in Caswell County, in an arch shape but if you know anything about anodized aluminum, it's baked on lettering, the color is baked on and of course, if you look it up on Google it says second only to diamonds in strength and durability. He said we use nothing but the best quality material. He said these come from Gemini, which most people in the sign business know very well.

Commissioner Booth said you stated on government buildings in your presentation and in the book on the side of the building you desire but you said government buildings in your presentation, clear that up for me.

Mr. Lanier said well we've had folks from fire departments to veteran's memorials, various ones. He said Person's County decided to put it on their veteran's memorial. He said our purpose is more, when I say government buildings I mean local government courthouses, governmental centers, inside chambers.

Commissioner Booth said you answered my question, thank you.

Motion: Commissioner Richardson motioned to approve placing the motto "In God We Trust" on a building. Commissioner Rebholz seconded.

Commissioner Richardson said let me ask a question before you get too deep in this. He said you're talking about option one and option two.

Chairman Waters said either one.

Commissioner Richardson said I'd almost rather pay to get both of them.

Mr. Lanier said ok, if you're talking about option one and option two then you're talking about in the chambers and there so it would go up here and then on the front wall of the courthouse and between the windows.

Commissioner Rebholz said we don't need it twice in here.

Commissioner Richardson said I was talking about the two examples. He said one would be right across here in the front and the other would-be eye level in front of the courthouse.

Commissioner Rebhozl said so you're talking about option 2.

Chairman Waters said in both locations.

Mr. Lanier said you're suggesting on the front here and it's proposed in gold. He said then the other is here, you've got this, it might want it up there.

Commissioner Richardson said no, I said eye level and the reason I said eye level is because when somebody comes in for a criminal trial they need to see it. He said you're not going to see it if it's over their heads.

Commissioner Rebholz said I think the motion has been revised to be option 2 in both places.

Chairman Waters said can it be the exterior of the courthouse and inside.

Commissioner Richardson said I see what you're saying, option 2, eye level of the courthouse and in here.

Mr. Lanier said that would be option 2 on both locations.

Chairman Waters said option 2 in both locations.

Commissioner Richardson said okay.

Commissioner Walker said so I'm understanding, you'll put up one yourself but we're paying for the second one. He said what does it cost.

Mr. Lanier said before we even order the letters, we pay for the letters, have them shipped to the County and once they're, both sets arrive here we have an organization, or a company that we've used quite a bit to come and install the letters. He said we will mail the check made out to the sign company, but we'll send it to your County Manager or your County Clerk and once they've been installed to your satisfaction she's free to hand the check to the sign company. He said we just don't want, we, I've bene in business since I was 27 years old, and I'll be 70 in November, and I don't like paying for things until it's done to my satisfaction. He said that's the only thing I ask you guys to do is just hold the check and once the, it will not cost you one penny and I wanted to point out to you too, not for any accolades, I believe in this so strongly I pay for my own motel expense, my own food, my own gas and I've done this from the very inception and I believe so strongly that the need for this across our state and our nation. He said I can't reach, I'm kind of like the little boy that's grandpa took him on the beach, being here on the beach you'll appreciate this. He said grandpa was picking up sand dollars and throwing them in the ocean and he said grandpa what are you doing, you can't save all them and grandpa picked up another and said I saved one more, I can't reach them all, but I can reach, hopefully try to reach the State of North Carolina while God gives me breath. He said that's my hopes.

Commissioner Deatherage said I remember talking to you about ten years ago and I appreciate you coming back and visiting with us. He said you've had a successful event here tonight because you're doing us a great service and you're doing Beaufort County a great service as well.

Chairman Waters said can you email me once you know what the cost is.

Mr. Lanier said absolutely.

Chairman Waters said you're going to pay for one.

Commissioner Deatherage said he's going to pay for both.

Chairman Waters said you're going to pay for both.

Mr. Lanier said oh yes. He said let me reiterate that. He said we raise the funds. He said we don't have an endless supply in our general fund. He said we raise money and that's what I said earlier, we won't take I from the County, the county's coffers because we don't ever want it be said that you used our tax dollars to pay for this but any Commissioner that wants to donate, we'll welcome your donation. He said in fact I do have a fundraising letter if you don't mind me sending it to your Clerk to reach out to the local community because I think when you make it a community effort and they have an opportunity, if they don't have an opportunity and they know the opportunity could possibly avail to them they may be angry they didn't get a chance to be a part of it. He said I have had tremendous success of, I was just sharing with someone earlier, I was down in Duplin County, and they decided at first to put it on their airport and a couple places there inside the building and at both entrances of their courthouse, about five locations so the cost would be about $6,500. He said one business sent in a check for $4,200 so folks will get behind it.

Chairman Waters said I'll challenge the other Commissioners to match mine.

Revised Motion: Commissioner Richardson motioned to approve option 2 of placing "In God We Trust" in the Board of Commissioners room and on the courthouse. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 3

Essential Single-Family Rehabilitation Loan Policy

Ms. Lisa Williams said I'm here tonight, Beaufort County has applied for the Essential Single-Family Loan program. She said two things that have to be done to complete the application is the adoption of the two policies that you have in front of you. She said one of those policies is the Procurement and Disbursement policy and the other is the Assistance policy. She said they're pretty standard policies. She said the procurement policy mirrors, almost identically, the Beaufort County Procurement policy that you already have. She said if you aren't familiar with this program they are designed for low to moderate seniors, it's an attempt to help seniors make repairs to their house, up to $40,000 and is a forgivable grant. She said for every year they stay in the house they get $8,000 of the amount taken away so that eventually they owe nothing and it's an attempt for them to stay in their homes and make repairs. She said most of the repairs are weather related, weatherization, roofs, HVAC, things of that nature, ingress, egress, things that will help them stay in their homes. She said first of all we would do three houses. She said once this is approved, and we have the grant in place we will take applications and we will start with three homes. She said the important dates, how this program is going to sort of play out, are that the applications will be available to the public starting September 30th, they will have until December 31st to get those in. She said January 31st the selection of the units will be made. She said the work will start beginning contract, December 31, 2024, and it will be completed June 15, 2025. She said after the first initial three, once we complete those we will have the option of receiving more funds for more units. She said so I'm asking you for a motion to approve these two policies so I can get those into NC Housing and get this finished.

Commissioner Booth said please correct me, the application date is the end of this month then your approval date is 90 days later btu the completion date is 2025.

Ms. Williams said that's for everything on.

Commissioner Booth said is that for just those three houses.

Ms. Williams said no, that's for the whole project.

Motion: Commissioner Booth motioned to approve the project.

Ms. Williams said you're approving the policies.

Ms. Radcliffe said and the budget amendments.

Ms. Williams said in your packet you have a copy of the project ordinance and the grant agreement.

Chairman Waters said can we take all three.

Mr. Alligood said yes.

Commissioner Rebholz said on page 165 under your priorities ranking system you've got the highest ranking, by almost double, going to someone who is in imminent eviction. He said how does the grant help them not be evicted. He said are we going to fix up the home and they get evicted and somebody else gets it.

Ms. Williams said honestly Commissioner, I don't know why that line is in there because you have to own the home to be able to qualify for this, so I saw that as well but if you read further into it you have to own the home. She said you have to have clear title to the home; it can't be a life estate, so I don't know why it says that. She said the ranking would not include, first of all if you don't own the home then you're not going to qualify anyway.

Commissioner Rebholz said I take it the Mid-East is managing the whole process.

Ms. Williams said yes sir.

Commissioner Rebholz said is that under our normal contract with you or is there an additional fee.

Ms. Williams said we already have a contract for this.

Chairman Waters said I'm assuming that could also mean if a lender is trying to evict.

Ms. Williams said correct.

Chairman Waters said in other words if they own the home, and the mortgage is late.

Ms. Williams said correct, and we have had that happen. She said we have had people who have put in an application and before we could bring it all the way to fruition they have ended up in bankruptcy, for example. She said in those cases we've had to pull them out but some of them have had to pull out of the program. She said so yes, I guess it could mean that, you're correct.

Chairman Waters said is this the one is $5,000; you'll do a minimum of $5,000.

Ms. Williams said yes sir, it's a minimum of $5,000 for the payers.

Motion: Commissioner Booth motioned to approve the two policies and the budget amendment. Vice-Chairman Langley seconded.

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

See Addendum 4

Economic Development Update

Mr. Brad Hufford said thank you for allowing me to appear before you today at just over my 90-day mark with Beaufort County. He said I'm very excited to give you an update of some of the things we've been working on and hoping to have many more projects here in the future with you in closed session but for you and the general public today I wanted to talk about a few of the things I've been working on. He said first off, initially, getting updated on the administrative tasks

associated with the positions, meeting with County manager Alligood and Sue Squires, the Economic Development specialist. He said reviewing the department documents and programs and files, as well as evaluating the budget for the program. He said the general responsibilities as a department head, IT and purchasing, time sheets and that sort of thing. He said from there really getting into the heart of the day-to-day activities of economic development. He said it starts and ends with existing industry, retention, and expansion. He said that's where you see 75-80% of the new jobs created in economic development, come from your existing industries so we've certainly put the focus on that and we've been able to have meetings and go out for visits with eight different, of our existing companies so far. He said Nutrien being at the top of that list, MJM Yachts, Pamlico Yachtworks, VT Hackney, IDX, Iconic Maine Group, Camfil, Mann+Hummel and Tar River Industrial. He said we have several more in the works. He said now that the Covid restrictions are lightening up we're able to go out and visit and see the companies and I always like to do that on site to be able to go out and actually see the products that are being made and the process and the facilities that we have here in Beaufort County. He said on the recruitment front we are working, since about April we've had 15 requests for information. He said these are primarily projects that are looking at our region or the State through the Economic Development Partnership of North Carolina. He said those we have submitted primarily the Chocowinity Industrial Park and that's because primarily the trend we're seeing is for larger projects, larger tracts of land. He said primarily supply chain in the automotive sector, around the supply chain and the electric vehicles and battery plants. He said as you know North Carolina has had a couple of successes and with those big announcements the supply chains, smaller companies that feed those manufacturing plants are looking are looking for locations in the state, so we've been submitting the Chocowinity Industrial Park as well as the Washington-Beaufort Industrial park as well. He said we're actively engaged in three different building searches, we assist clients who call us and say, either existing companies or new clients or companies we don't even know, an intermediary, who are looking for new buildings, we're currently looking for several buildings in the 5,000 to 25,000 square foot range. He said that's the size buildings we would definitely like to have more of in the County. He said we have three active expansion projects and a recruitment project that we're working. He said one came about just last week that's a visit from Economic Partnership. He said I'll go into a little more detail in just a second. He said sites and buildings, that's key, that's really what we're here to do is market sites and buildings for industrial clients. He said the saying is you can't sell from an empty cart without the product, which is the sites and buildings, you won't have any products, which is the investment in jobs from the companies that would locate here in Beaufort County. He said so primarily right now we're marketing the Washington-Beaufort County Industrial Park and the Chocowinity Industrial Park. He said the Washington-Beaufort Industrial Park is really our most ready to go product that we're marketing. He said as you know it has the location of the Beaufort County Skills Center which is where our office is located. He said Beaufort County Economic Development, the Committee of 100 and is currently the home for the Beaufort County Community College Boat building program. He said six other industries call the Washington-Beaufort County Industrial Park home. He said that site is great because it has public ownership. He said it is a certified site through the Electro-City Smart Site program which means it has all of the due diligence required that companies are looking for, understanding the environmental, single ownership, a set price, all of the different documentation that companies would need to have in hand to start building quickly. He said that site has full utilities and right now we've got about 45 acres remaining at that site. He said the sites at that park are on the smaller side, the 5–7 acre range, which really is good for our sweet spot here in Beaufort County and of course sites can be combined for larger projects if they have an interest. He said the Chocowinity Industrial Park, as well, publicly owned. He said 246 acres total, 186 acres of those are buildable. He said that site was certified in 2018 under the Duke Site Energy Readiness program, which is similar to the Smart Site program where it shows that it has the full utilities, all the due diligence studies, some additional layout maps that would make it more marketable for clients as they look at those sites. He said that site is larger, it's got larger tracts, 5, 6-to-7-acre parcels. He said that one's great because it's on Highway 17, a major north/south route that bisects the County. He said it had some major widenings done and the Beaufort County section has been widened. He said the key selling point for that one is that it also has the Norfolk Southern rail line that bisects the property which makes it very marketable and appealing, especially some of those larger scale projects that are looking at the State of North Carolina. He said new product that we're working on in conjunction with, actually this is a Town of Aurora led project that we are supporting, the creation of a new industrial park in the Town of Aurora. He said we are hosting meetings every two weeks, coordinating the application for a North Carolina Utility Fund grant and Golden Leaf grant that had been applied for back in 2019, before Covid. He said there has been some delays with that project and now everything is getting back on track, and everything is ready to move forward. He said the construction bids are out and should be back mid-September for that and we're looking on coordinating with those funding agencies for those next steps in getting that park under construction. He said that one really is smaller parcels, you're looking at one to two acres parcels which are really a great opportunity to support those contractors and vendors at the Nutrien mine to allow them a spot to work off of the Nutrien campus and to create jobs and investment there for the Town of Aurora. He said we also are learning more about the airport industrial park plans that have been developed. He said I've met with Earl Malpass as well as Johnathan Russell

to discuss those plans for the Washington-Warren Airport that everybody had heard about the $20 million of investment funds that are coming from the General Assembly. He said most of that is for airport improvement and modernization but there are some funds and projects that we will support directly with the 95-acre industrial park. He said that one is very keen because those grant funds will create for the acquisition of the land, which has already been completed, I believe, through the City of Washington. He said road development, utility infrastructure and a possible speculative shell building for that location. He said we are certainly anxious for that project to come online so we can begin to market that. He said the unique aspect of that particular product is it has access to aeronautical type developments that may need access to the airport and the runway, as well as land for marine and advanced manufacturing and industrial uses at the rear of that facility. He said so we've been supporting the airports efforts to develop that and have actually been involved with working with the drone company that has been announced recently. He said available buildings is another key thing we're looking for. He said we're always on the lookout for buildings that can come online. He said we're looking at commercial brokers, evaluating what may be on the market. He said 75% of the projects that look at new companies or expansions begin their search looking for an existing building. He said that's so companies can save money and time by locating an existing building and get up to speed a little bit faster and adapt that building for their specific needs. He said having available buildings in your community attracts clients to your community and they can evaluate the workforce, the quality of life, the tax environment, and the utilities for their particular project. He said we've had some preliminary discussions with the Committee of 100, as well as private developers who may have an interest in the possibility of doing a speculative building in the future. He said right now it's a little bit of a challenge with the economy the way that it is, but we feel like that's a strong project for us in the future to address. He said another area we've really spent some resources on is workforce development, making sure that there's a steady pipeline coming from the school system and citizens of Beaufort County to feed the industries that we have here. He said a lot of the companies are experiencing challenges with workforce and pending retirements from they call it the silver tsunami of folks that are eligible to retire. He said so we're wanting to work with them as closely as we can to make sure they'll have the workers they need to be successful here in Beaufort County. He said it kind of went silent during Covid because we couldn't meet together but we are reestablishing the workforce development team with Rivers East Workforce Development Board, NC Works, Career Center, Beaufort County Community College, and Beaufort County Schools. He said we've had a couple meetings so far with Sarah Watson who's with the Community College Director of Customized Training and Apprenticeships, as well as Vicky Hammill who's the Beaufort County Public Schools Career and Technical Training Director. He said we're also expanding that group so we can start getting together on a regular basis, have a unified approach and coordinate talking with companies and all of the training programs that are available for high school students and adult learners to get connected with the training in the jobs they need for career opportunities right here in Beaufort County. He said we also have been working to reenergize, Rivers East Workforce Development Board had received a Goldenleaf Grant for a regional advanced manufacturing pipeline initiative. He said that's a six-county regional effort to expose teachers to the modern manufacturing workplace and understand the training and opportunities that are available here locally at the Beaufort County Community College. He said economic development is a team sport so I'm new to the community so I'd like to get out into the community as much as I can and would love and need to do more and would love to do more with the different community organizations that help support economic development here. He said we've had nearly over 20 meetings so far. He said different meetings with individuals about the things that they have going on and how we can support each other. He said just to touch on a few, the City of Washington, Town of Belhaven, Town of Aurora, Bath are some of the communities we've met with. He said partners such as the Washington/Beaufort Chamber of Commerce, the Norfolk Southern Railway, of course the Beaufort County Committee of 100, Economic Development Partnership, Electricities, East Carolina University and Beaufort County Community College are some of the important meetings we've had. He said some of the joint things, the other initiatives that I've been working on, my team has been working on, we have been invited to a monthly meeting with the economic developers of Pitt and Martin Counties so we can coordinate on a county level, what they're working on, what we're working on, so we can work together to leverage the assets of our region. He said we also are under the leadership of Katherine Glover reestablishing an economic partnership meeting that is so far going to include the Beaufort County Manager, myself, the City of Washington Manager, the tourism agency and the downtown agency for Washington, as well as Beaufort Community College, we're looking to expand that group and meet monthly to share information resources and work together. He said I've been accepted into the Leadership Beaufort program through the Chamber of Commerce that starts September 20th. He said I wanted to close on the fact that we were able to, well, two things, one, we have engaged with Zachary Allen who is the lead for Americor fellow who's going to be working with us for the next year. He said that's in coordination with the City of Washington and he's going to be helping us out for the next year working on economic development projects and supporting growth here in Beaufort County. He said one thing I wanted to touch on that is a great thing we were selected to participate in. He said the Economic Development Partnership, which is the marketing arm of the State of North Carolina for economic development selected Beaufort County and myself to host the

North NC 100, northeast regional event, and that's where their goal is to go out and meet every year with all 100 counties. He said they break the State up into regions, we are the northeast. He said we were selected to host, and we actually held this event on Tuesday, August 30th. He said we had about 15 state economic developers from EDPNC come to town. He said that included business recruitment, business development, marketing, and research existing industry. He said we had two Department of Commerce reps, one that was the expert in offshore wind energy opportunities. He said we've had thirteen county and municipal economic developers come to town. He said 12 of those spent the night at the Fairfield Marriott here in town. He said the format of the event, they come to town, and they really want to meet with local developers to learn about their economic development product, the sites, and buildings that their marketing, any workforce development efforts, any unique quality of life aspects, any demographics and statistics, unique value of each of their counties. He said so we met over the course of, usually two days but we combined it into one day. He said we actually did it at the Beaufort County Community College Conference Center, so we were able to show off the great community college we have here, bringing in all of those folks for that. He said afterwards, while they were spending the night we arranged for a river cruise. He said one of the things that makes Beaufort County unique is the water and so we took the opportunity, through the NC Estuarium, to go out for a river cruise and take all those folks from Raleigh and westward out onto the water and learn a little about the quality of life and the history here in Washington. He said then we had a boxed lunch that day by Carryout by Chrislyn, as well as dinner at the Mulberry House. He said then the next day they toured East Carolina Universities Life Science and pharmaceutical building, so it was a great event, we had some sponsorships from the Beaufort County Committee of 100, Electricities and Duke Energy, we were able to put a great foot forward, reestablish the great partnership we're going to have with the Economic Development Partnership, as well as at least a lead of a project from some folks. He said one of the military recruiters from the EDPC has a company he was working with, we are the air filter capital of the world, North Carolina for certain, he connected us, and we had a great conference call with the client just last week. He said so already good things are happening about that and just want to thank the partners who put that event on, Sarah Watson, Jackie Woolard and John Stroud with the Estuarium. He said Mohamed Darar and Reem Darar with the Mulberry House, as well as Sue Squires and Zachary Allen on my team who helped pull this all together. He said I'm happy to answer any questions you have. He said this is just a snapshot of what we've been working on in the office here for the last 90 days.

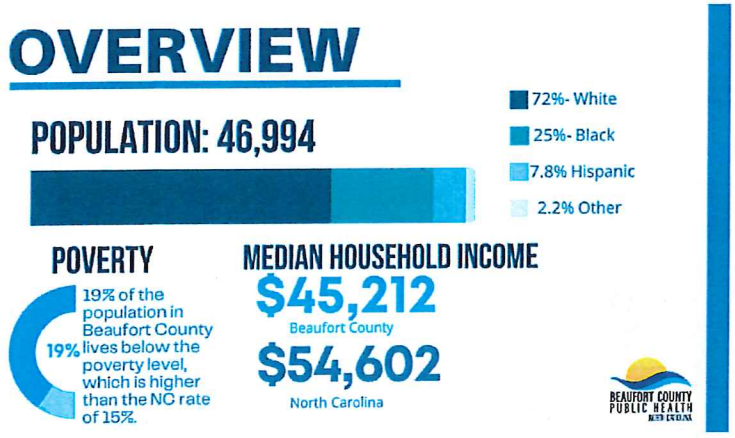
Chairman Waters said I've got a closing comment. He said I was at a wedding Saturday night with Jim Randolph, the economic developer of Lee County and he said to tell you hello.

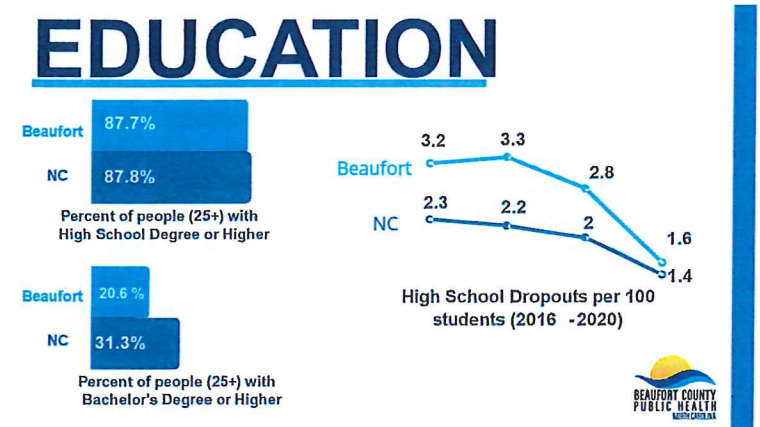
Mr. Hufford said I appreciate that; they've got a lot of great things going on in that County.

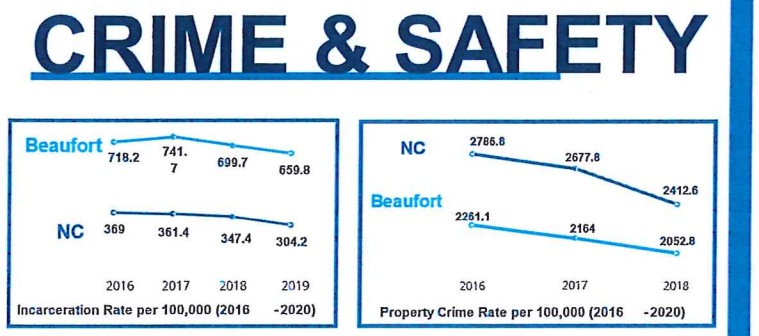
Community Health Assessment

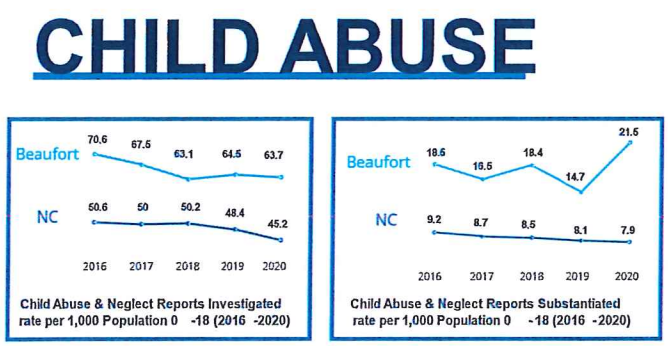
Ms. Janell Octigan said I'm here to do my annual spiel where I come to talk to you guys about the current community health of Beaufort County. She said usually, annually it's the SACH Report. She said we did do our most recent community health assessment and I am here to review that with you.

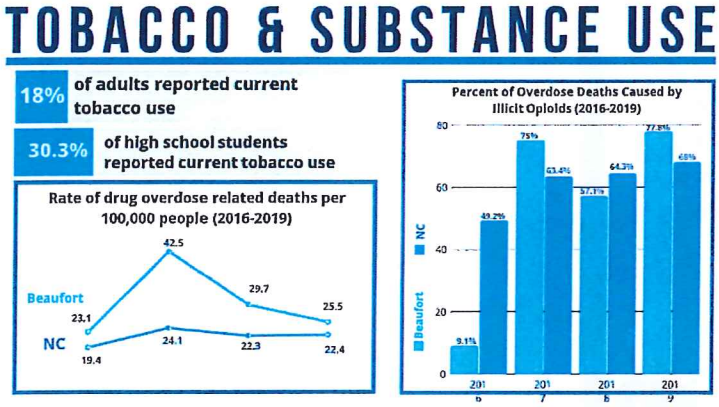
gave the following presentation:











Commissioner Deatherage said on the opioid deaths at 25% compared to 22%, thank you for doing that. He said of the opioid deaths how many of those are classified as fentanyl.

Ms. Octigan said I do not have that number. She said this data here is pulled from the state and I pull it down, but I do not know the number of fentanyl related.

LEADING CAUSES OF DEATH

- Heart Disease
- Cancer
- Cerebrovascular Disease
- Chronic Lower Respiratory Disease
- Alzheimer's

TOP 3 IDENTIFIED QUALITY OF LIFE ISSUES

1. LOW INCOME/POVERTY (22.73%)
2. DRUGS/ALCOHOL (SUBSTANCE ABUSE) (16.32%)
3. LACK OF AFFORDABLE HOUSING (11.73%)

PRIORITY AREAS

1. Chronic Disease
2. Mental Health
3. Economy
4. Vulnerable Populations

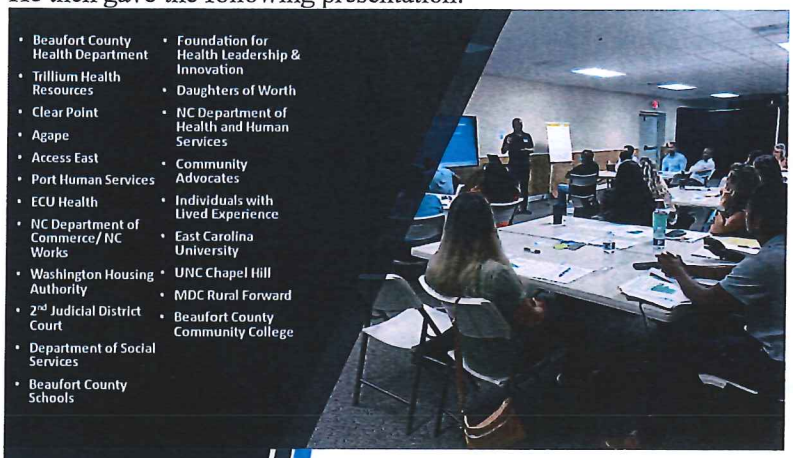


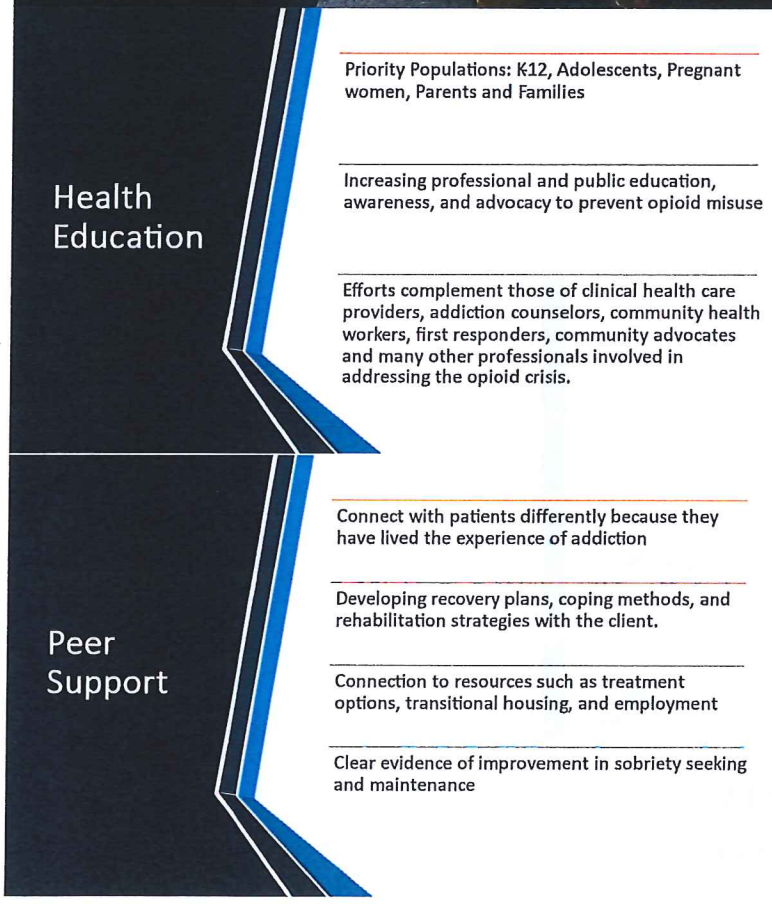
BEAUFORT COUNTY PUBLIC HEALTH
Community Health Improvement Plan

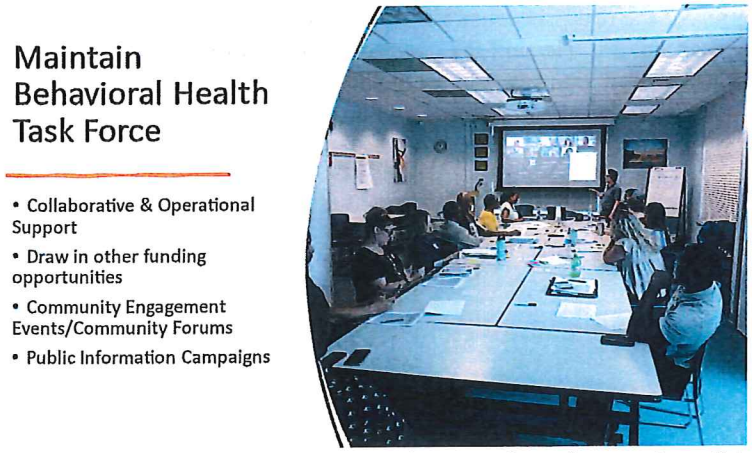
Beaufort County C.H.I.P Scorecard

Opioid Settlement Strategies

Mr. Jim Madson said I'm here with the Behavioral Health Task Force. He said Tiffany Moore is the program coordinator of the task force for the Health department. He said Clare Harris and Anthony Tyre are the Chairs for the Behavioral Health Task Force, where the recommendation is coming from and as the Health Department I endorse what we're presenting on. He said since we were here last month and did a large presentation I'm not going into too much depth of the background. He then gave the following presentation:







Commissioner Deatherage said can I ask a question, since we're talking about data. He said of the opioid addictions, and I'm sure some of this is heroin, how much of this is fentanyl, do you know yet. He said fentanyl is synthetic heroin, right and what we were told by the DA when he came before us I think it was 10 months ago, most all of heroine busts, even heroin overdoses are fentanyl now so is there any way to discern within the date how much is fentanyl.

Ms. Clare Harris said I think it all depends on the reporting agency so that each agency reports that differently. She said how that, like if you go to the ER, how that gets coded. She said is that a primary diagnosis or is that co-morbid, but what we do know is you're right, fentanyl is everywhere. She said I just looked back and was looking through a newsletter and it was talking about fentanyl presence in pill mills, so people think they're getting authentic medications. She said they're buying them off the streets and what they're getting is pressed meds that have fentanyl because it's so cheap. She said so the hard number, no. She said I wish we had a harder number to present but in tracking that connection that we have we also know that with the information that ECU and UNC has helped us, we're able to track the impact and change we have on a very targeted area, so just not a generalized area because we also know that certain communities in our County are harder hit than others so that's what we're working on.

Commissioner Deatherage said I don't know if you guys are the right ones to talk to but if you do get any data, any numbers as to how, what impact in terms of how many fentanyl cases there are relative to how many heroin opioids, at this time, is there any way you can get this to me.

Mr. Madson said I'll check on that for you.

Commissioner Deatherage said if you don't want to send it to the entire Board please send it to me.

Mr. Madson said it's not that, it's just that we get reports of opioid overdose, opioid deaths, it's not like we have it broken down in whether it's heroin, fentanyl, or Percocet or something like that, it could be any of those, but I'll try and see if I can get those numbers for you.

Commissioner Deatherage said I don't see you guys as an investigatory body but a data collection body. He said if you could just get that and access the data relative to it.

Mr. Madson said when the hospital reports it they just put opioid.

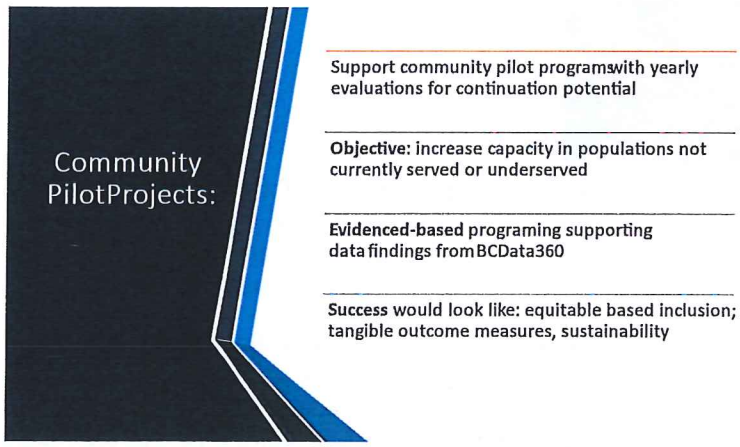
Commissioner Deatherage said I know. He said I don't know why they're not being more specific, so we have a better understanding of where the source of the problem is. He said we're always talking about root problems, we've got to figure out what the root of this problem is, right.

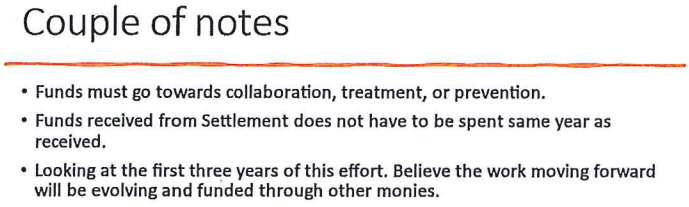
Mr. Tyre said as Ms. Harris was saying, each individual agency tests differently so some of your smaller ones can break it down but that's also where the peer comes into play too because a lot of times what we're seeing now is some do not know what they're getting. He said they're asking for one drug, but they don't know that it's pressed with something else and that's where the peers can constantly stay in contact with them to let them know, and to let us know too, this person is actually using this but thinks they're using this so that kind of helps us out in the process as well too.

Commissioner Deatherage said that's good but I'm wondering, and maybe you guys don't do it but I'm asking if it's getting done, do you know if someone gets busted do they check their blood to see what the composition of drugs are. He said say

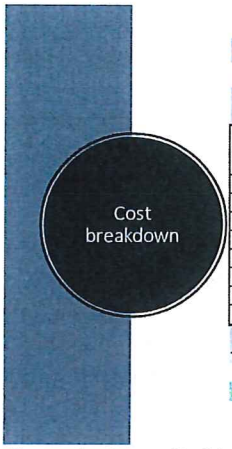
they have an overdose, do they check the composition of the drugs because I'm sure its very, heroin is very different than fentanyl. He said synthetic has to be very different than natural. He said the chemical composition has got to be different so I'm wondering are they getting this data and if they are, could they pass it on to you or could you make a special request to pass it on because I think all counties should get this so that Commissioners and law enforcement folks, I mean we pay for it.

Mr. Madson said most of your drug tests are urine, it's a byproduct so a lot of times it's broken down at that point, but I'll look and see what I can find for you.









Opioid Settlement Project
Beaufort County Health Department

Budget Lines	Budget Line Description	Year 1 FY 2022-2023	Year 2 FY 2023-2024	Year 3 FY 2024-2025
105158-519312	Opioid Peer Support	$100,800	$105,840	$111,132
105158-519314	Opioid Health Education	$62,600	$65,730	$69,017
105158-526017	Opioid Operational Supplies	$2,000	$2,000	$4,000
105158-519425	Opioid Project Support	$10,000	$10,000	$10,000
105158-519426	Opioid BHTF Collaboration	$0	$0	$69,458
Total Budget		**$175,400**	**$183,570**	**$263,607**
REVENUE Expectations		$378,283	$205,807	$248,224

Commissioner Rebholz said if you've been at this for six years with the taskforce have you got metrics that you're using. He said are the metrics that you can say we're going to measure the three years by this.

Mr. Madson said yes, the database that he was talking about, it's started by ECU, and it is moved to, it's ECU and Chapel Hill working together on the data base.

Commissioner Rebholz said that's data, I'm talking about what the metrics are to determine success and are you moving the needle.

Ms. Harris said the BC Data 360, which is what ECU helped us develop is actually, we can actually navigate that data metrics for the County so lets say we have a pilot project to, it has one zip code, they're able to break down those different areas so we can see on a local level, what we do know is when we look at numbers, four or five aren't very large numbers but they're very impactful in communities. She said that's four or five whole families that are no longer impacted. She said so we do have some of those data metrics in that BC Data360 that's already been developed and has continued to be funded in that collaborative now that we've added Chapel Hill.

Commissioner Rebholz said the point I'm trying to make is I don't think we want to wait until year three and take a look at the data and say if it was a success.

Mr. Madson said again, I do know some of the numbers and I'll tell you.

Mr. Tyre said if I'm hearing right it's how do we determine an outcome that's a successful outcome.

Commissioner Rebholz said correct, in the metrics you're using.

Mr. Tyre said unfortunately with the life of substance abuse disorder and mental health, to set that one tone would mean everyone would follow that same road and that is impossible to do so you set it based on the individual. He said so if Anthony Tyre comes into the office, even though he may suffer from the same substance that Anthony Tyre II does, you can't treat them the same. He said what I can do is this individual has been battling substance abuse disorder for three years, he has been using XYZ for this amount of time, this many times per day, this times per week and this many times per month, over the past 30 days we have seen a decrease by 50% of this drug and this drug, Anthony Tyre has also started to join the workforce, he's also started to go back to school, he has returned to usage one time compared to last year he returned six times. He said that's kind of how we scale individually in the world of substance abuse because if not, we would say this one size would fit everyone that comes through the door.

Mr. Madson said I think more specifically, to sum up the numbers, there's a couple of different ways and one would be impact to the community. He said so we're looking at the number of ED visits for overdose, we're looking at the number of deaths that occurred due to accidental overdose or opioid overdose. He said we're also looking at the number of reversals that occurred due to Naloxone, there's like three or four of the community numbers. He said then there's performance measurements that we're looking at, such as the number of people that have started MAT, which is medicated assisted therapy program. He said how many of them are successful at three months, six months, nine months down the road. He said those are some of the major sets we're following. He said I think that's what you were asking.

Commissioner Rebholz said right, and I think in all that we've known we should be able to capture those metrics now.

Mr. Madson said we do but some of them are harder to capture than others.

Commissioner Rebholz said can you share them with us.

Mr. Madson said yes.

Commissioner Rebholz said maybe at the next meeting you can tell us where we stand right now and where we're going.

Mr. Madson said some of them are hard to capture and this process would help us capture more of that data. He said a good example is the Naloxone reversal. He said we can tell you we handed out 220 Naloxone kits since January 1st, that's one of the metrics numbers that you're talking about but a lot of times we don't know when they get used because somebodies brother overdosed and they used it or somebody, we may know when police enforcement reverses it or EMS, but we may not know when a friend or neighbor did it. He said that peer support will help us capture more of those occurrences. He said so some of those numbers are not as, some of them will get better as time goes on.

Commissioner Rebholz said you mean the capture rate.

Mr. Madson said capture rate, right.

Commissioner Richardson said Naloxone, that's for the overdose, right.

Mr. Madson said yes sir, reversal.

Commissioner Richardson said how do you propose to deliver the educational proponent of this.

Mr. Madson said we'll be using the health educator to work with the schools, the Boys and Girls Club, and other venues such as pregnancy visits and stuff like that. He said that same educator will be able to work with the providers and the community health workers to educate them.

Commissioner Richardson said so we're going to hire an individual.

Mr. Madson said no, we'll probably contract with somebody. He said we plan on contracting to bring somebody in to do the program.

Commissioner Richardson said is it necessary that they've had experience themselves in overcoming drug use.

Mr. Madson said not for the health educator. He said for peer support they would.

Commissioner Richardson said so we're going to hire one more individual, okay, peer support, how many peer supporters do you think it's going to take.

Mr. Madson said we're going to start with two.

Commissioner Richardson said we're going to hire them.

Mr. Madson said contracts.

Commissioner Richardson said is there a recidivism rate among peer supporters.

Mr. Tyre said not that's highlighted on the website. He said our NC Peer Support website actually lets us know how many peers are in each county, how many certified peers are in each county, it gives us job openings, but it does not tell us that rate quote.

Commissioner Richardson said there is a recidivism rate.

Mr. Tyre said there probably is.

Commissioner Richardson said I know for a fact there is.

Mr. Tyre said with any profession there would be one. He said with that what we're proposing here is we also provide supervision for the peers, which is something the peer support program by the State does not require but to help the peer

understand the difference between a supportive role and a clinical role and also how far they can and can't go when they are trying to help someone, we are going to offer clinical based supervision for both peers.

Commissioner Richardson said are you going to provide education for benefits or service to the churches.

Mr. Tyre said yes, absolutely. He said part of what this program is, is to get everyone involved and everyone to know of what's offered, how to start to work with their loved ones, who to get their loved ones too and just continue to try and bring the community together. He said the point of the peer is there are times when medications are used to do a reversal that the clinic may not know about, but the peer would because a peer is able to get out there and stay in the know. He said that's also why we will provide supervision, so the peer also knows when to continue to get help for themselves as well, so they don't go to far over the line.

Commissioner Richardson said well I just don't think we're attacking it; I think people who have given the testimony and some of the behavior that they are interested in getting of drugs, I think some of this money should be given to assist them. He said these people have terrible problems. He said they're trying to get off drugs but at the same time they can't get a job, they can't hold a job, they need additional medical care, most of them are in poverty so I think we're working on, in my opinion, the wrong end of this thing. He said I also think that going out and having pity parties, excuse me, I don't mean to be cruel, with people who have abusers of drugs, is working on the wrong end of this. He said we should be going after drug dealers; we should be going after the corrupt part of this thing to put a stop to it. He said we are continuing to support the disease by supporting it with these kinds of services and I just think we need to develop a better program that's more aimed at helping someone who wants to be off of this stuff.

Mr. Madson said I think the closest thing people may know of peer support is AA, when you think about how AA has been around for a long time they call them the sponsor. He said the sponsor is peer support but that's basically what it is. He said I don't think there's enough money to just help people giving them money for jobs or those other things. He said I think the community involvement, get these people, the money that we're talking about, supporting the efforts of getting people to work with the people you're talking about. He said there's already treatment out there, Mr. Tyre provides treatment. He said Ms. Harris provides counseling and treatment. He said they're there, how do you get them there and that's where the peer support hooks them up with resources that are available for them.

Commissioner Richardson said well many of the experts that I've talked to say that they're not going there for help until they personally decide to go themselves and that is a personal decision that is made, and they are going and seeking help. He said going out and trying to put your arm around some of these people and saying let me help you is a waste of time.

Mr. Madson said when they ask for that help who do they go to.

Vice-Chairman Langley said one of the things we have to consider with this is what you're proposing is a very good thing but I also, a lot of people who have substance abuse problems, if you can catch them on that day where they hit rock bottom that is the day and if you don't have a system to deal with them that day then when they walk away they're going to be worse than when they hit rock bottom. He said so basically with what you're planning to do and with things like mobile crisis, we can hook, you connect all the dots. He said that's what you're trying to do is connect all the dots so that people who want help, and you're right, people who don't want help you can't give them help but everybody comes to that point where they say I'm sick and tired of being sick and tired. He said if it only happens once but what I'm saying is that one time it happens we must be prepared to interact, to intervene right then because if you don't do it then we've lost them so I'm all for you.

Chairman Waters said when you go back to the budget that you've got out there you keep talking about pilot programs, and I'll use the example of Pinetown, I didn't see any mention of money for working with the church.

Mr. Madson said that's opioid project support, looking at $10,000 per year. He said that's all to start with.

Chairman Waters said yeah, but to me, here again, what I've learned over the last two conferences, the national and the state, there are a lot of ideas out here but it gets right back to what Commissioner Langley just said, when that person hits rock bottom, if they're in Pinetown, or Aurora, or Blount's Creek or Chocowinity or Bath or Belhaven we need to have pilot programs all over and $10,000 is not enough because that person needs to have a contact when they're at the bottom. He said they don't need to worry about somebody during the weekend, they can't get in contact with them until Monday

morning. He said so what I'm suggesting is we need to see more faith based or local community pilot money. He said $10,000, to me, is just a drop in the bucket for the problems that exist out there.

Mr. Tyre said the peer support program was built specifically for what you are presenting to us right now. He said at midnight when somebody says I can't do this anymore and they can't call the clinic because there's no one there they can call a peer. He said if they're like hey, I was just brought back, I don't know what to do right now, I'm feeling a little sick, peers are able to go get you and take you to the doctor's office. He said they ride with you, they talk with you, they find out what's going on, they find out what you want to do. He said if you want to get connected with faith based, peers work out of faith based all the time, it's all part of the process because we can't have the clinics open 24/7 all the time. He said the peers are pretty much clinics without the walls. He said they have the opportunity to go to all parts of the County. He said a phone call comes in, I need help, but that peer is also trained to understand are you just calling me to get to a doctor's appointment or are you calling me because there's something really going on right now. He said so from there that peer is not providing clinical level services, that peer is connecting that individual that says I had an overdose last night and my cousin brought me back, really, have you talked to a therapist, have you talked to a specialist about that. He said well I would, but my leg is going numb and it's about to fall off, oh so have you been to a doctor's office, no because I don't have insurance, well do you know there's ways you can do that. He said the peer is a resource link to everything you can possibly think of however, because the peer has a little bit of experience and return to use is part of the recovery process the peer is somebody who the State has said you have to be in active recovery for at least 12 months. He said this program that we're proposing you're still in recovery, you're still attending your resource meetings, you're still moving forward with what you need to be successful for your family but you're also getting clinical level supervision that is not required by the State to say hey, you went a little outside the supportive realm here, we need you to stay in supportive and let the clinicians take care of that piece. He said so on all parts of the County that peer is able to get in the van, get into the bus, go find you. He said we have peers now where if you're by a tree and you're able to make one phone call the peer will be there. He said now that peer also knows if you get there and you do not want to leave then they're going to leave you with resources and get a good contact that some way they can reach out to you and say hey, are you still okay, you have my contact information, call me if you need me for anything. He said that's really what the peer program is based around, being a clinic without walls.

Commissioner Booth said a question that I have, and I'm being honest with you, if I had to vote right now it would probably be no because everybody here is asking the same I've been jotting down. He said number one, you've got a peer person who's only twelve months along clean. He said Commissioner Richardson asked what is the chances of them dropping off the wagon, pretty high within twelve months. He said I did it for years and I believe it, I also know that you find a good peer person and they've going to be the best resource that you have, I know that. He said I did it for twenty years and they're going to come to your office and tell you this guy fell off the wagon. He said the other question, who's watching the peer worker, that's the other question I had, who's watching the peer worker. He said the other thing that I'd ask, I could vote for this, but I want you to come back before three years is over, and I got some phone calls the last time you were here about why was I against this. He said I'm not against you, I'm against waste. He said I'm against giving money for services and people not getting services we've given money for them to get. He said that is what I am against. He said if you can deliver a good service then you've got my support. He said if you can come up back in twelve I can vote for this, but I can't vote for, I can't give you money for three years and then you come back and say this failed. He said the money's gone, and it failed but if you can come back every twelve months then you've got my support.

Mr. Madson said I think that's a fair request but I, you're throwing a lot out here. He said we had church members on the recommendation board. He said they were there, they were part of this recommendation, community members were part of this recommendation, peers were part, peer users that were reformed were part of this recommendation, so we tried to address those particular issues. He said like I said, forty ideas were out there, I'm sure you've got seven ideas, everybody has these ideas, that's why when it comes to churches and stuff like that the community health worker is very important. He said the task force is very important because if those churches say you know what would be a great program to institute, we have the opening to come back and apply for grants. He said that's a very key thing. He said I think you may not be thinking about that. He said I brought one the last time I was here. He said it was a $1 million grant just for having a collaboration to address opioids, so I think as soon as we get support to do that, once that RFE comes out we apply for money, that's another $1 million coming to the County to address opioids, that's the impact that you're looking for. He said this is not just wild ideas. He said the people that came in this room are advocates for it. He said every one of them had the same thoughts when they brought it in there. He said they all thought about this stuff, so they feel like these are the best recommendations. He said I'm not even part of behavioral health task force, they presented to me because I'm the steward of the money I guess, most of it is run through the Health Department and I'm the County rep. He said addiction

is something we've been trying to address for years so I guess my point is I'm fine with coming back and presenting on the data and what's happening.

Mr. Tyre said to speak to your next question of who's going to be overseeing the peers, each peer will be put with a clinical level, licensed level supervisor. He said those will be the individuals that will oversee that peer. He said unfortunately the evidence structure for recovery has return to usage built into it. He said its there, you cannot get around it. He said I say it all the time, drugs are doing what they're supposed to do, they make you feel like you need them to cope. He said you are working with the individual to continue to push them forward so they can start to lean on other pieces of themselves to cope and part of a peer's job would be leaning on their supervisor and their supervisor would be overseeing that peers' actions.

Vice-Chairman Langley said to pick it back up where Commissioner Booth said is in six months just come back and inform us on how it's going. He said that way we'll hear from you twice a year and that way you don't wait twelve whole months to find out if it's working. He said six months from the day we say yes, lets go ahead and do this, come back and inform us how it's going. He said that way it's a lot easier to take corrective measures instead of waiting a year out.

Commissioner Deatherage said I can appreciate what you're doing, and I think the idea is good. He said just the other night I was looking at the old Woodstock, 1979, where some of the people were having bad trips and they'd take care of that person, then they'd get better and say it's time for you to help the next person that comes in and they were able to take care of a lot of things. He said I know that's an odd characterization to bring forth, but it could work. He said the problem I have from a broader perspective is that while you guys are trying to do the good thing as bureaucrats for us and the dollars from the federal government, I'm sure, we have bureaucrats in Washington D.C. working for DHHS and maybe other parts of the executive. He said you're on a sinking boat right now and you're bailing. He said you're bailing and you're trying to help folks out and you've got some other bureaucrats at the front of the boat putting water back in the boat and smiling and laughing at you while you're bailing because we have an open and southern border and fentanyl is coming in mass quantities. He said there's three to four times more fentanyl being found and discovered, interdicted, and that's only what they're discovering. He said so much is coming across the border. He said you've got a supply issue. He said there's a tremendous amount of supply in the United States. He said the price is cheap. He said people are able to access it and use it in a variety of different forms. He said no matter what you do if the federal government is not going to actually try to stop fentanyl from coming across the border, which they are not doing right now, I think they've got a secret plan to bring it across the border, get the nation in a terrible state and get people either hooked or people like you guys helping them and then everyone is on drugs and then they turn this, our society into a social society. He said that's what I see. He said until they make a real stable interdiction at the southern border and do their part, and they're not doing it. He said people thought the war on drugs was lost years ago. He said I've seen it from a local level and I've seen it from a broad perspective and the war on drugs not only must be won, that battles going to have to start right now because if we don't try to get the people, the cartels that are getting rich and creating fiefdoms in Mexico, which we're going to have to deal with later on a variety of perspectives, we'll have army's we'll have to deal with because they're getting rich from American kids dying. He said these drugs are coming from China, through Mexico, up across our border. He said they're cheap and folks are getting their hands on it and vast quantities and you guys are just bailing out as fast as you can. He said I mean; you're doing the best that you can, and you've got those other bureaucrats in the front of the boat just laughing at you. He said we've got to stop their laughter, okay, so I would like to see not only this group but all politicians across the state and nation take an active roll in stopping what the source problem is and that's an open southern border.

Commissioner Richardson said I'll only take a minute and then I'll be ready to vote myself. He said when you come back in six months I want to hear about your staffing. He said I don't want a report that's glossy because your staffing is going to be the key to your success and you know, and I know that's going to be the biggest problem that you have. He said I want to hear about turnover. He said the second question that I have is will peers be periodically drug tested.

Mr. Tyre said peers receiving drug screens, it's not a standard for the state program but it's a standard for what we do here, yes, because return to usage is a part of recovery.

Commissioner Richardson said I want to understand that's a part of what we are approving here tonight, unless this Board objects, that your peers be drug tested.

Commissioner Walker said I'm for this, but I'd like to see you come back sooner than every six months. He said I'd like to see you come back every other month, especially initially.

Mr. Madson said we can come back any time. He said you've got to give us time to get things going.

Commissioner Walker said you said you had six years of data previous.

Mr. Madson said you mean the data, I'll be glad to come in and present the data. He said I didn't want to do that because I thought everyone knew.

Commissioner Walker said I'd like to see some success and I think your peer group, your peers, it's going to be therapeutic for your peers to be helping these folks that have hit rock bottom because they go through it, that's helping them too, so I think that's everyone holding everyone up.

Mr. Madson said so if I'm understanding, I'll come back and present to you on the metrics and measurement performances, so you know what we have.

Commissioner Walker said right. He said you'll come up with a chart that, a score card so to speak, saying look we're winning, or we think we are.

Commissioner Booth said one point Commissioner Richardson stated that he wants every person drug tested and you said that's part of your process. He said I'm not going to hold you to that because there's some legal moves when you're hiring people about drug testing now so that's, I mean you just can't, you've got to respect their rights also.

Chairman Waters said one of the things that I'm having trouble with is that the last two meetings I've been to, and the comments and the presenters is that this is a really new, and I'm trying to think, I hate to use the term technology, we're going to find some things that are working in other parts of the country that need to be employed faster than three years.

Mr. Madson said we're already doing those; I think we're already doing those is what I'm saying. He said we already have syringe exchange program, we already have MAT that's being offered, we already have an increase in behavioral health. He said that's why I'm saying those strategies that would've been easy for us to come up here and say fund it for 18 years, we're already doing so there's no reason for us to come to you all with those strategies. He said I could show you right here the twelve strategies that they have talked about, I'm not going to say it but we're already doing five of them.

Chairman Waters said I get the feeling that some people think we're not trying to listen to you guys and as you've heard all of us, we're all coming at it from a different perspective. He said we've got some people who think it's the southern border, we've got some people that think you can build additional jails and you can lock these people up that are selling it, and then you've got other people that think you can address is with churches or other organizations within the community. He said it is a community problem and it's not something that anyone can do on their own. He said the Commissioners can't do it; the Heath Department can't do it. He said it takes us all with the same goal that we want to turn this thing around. He said I think we spent enough time that if someone want to make a motion.

Commissioner Richardson said let me just clear something up. I want to be sure you're going to come back and report on the progress every six months and I think that addresses what the chairman was saying. He said that's an opportunity to make changes. He said when you come back to us in six months, every six months with a formal report if changes are needed, probably based on your recommendations. He said the other thing is what Commissioner Booth was talking about in so far as drug testing the individuals we were talking about, that's a condition of employment when you go in. He said obviously if you have a serious problem going in I don't see any court in the world that would deny it, those conditions of employment including drug testing.

Commissioner Booth said I agree with what you're saying if you're hiring them then give them a drug test. He said what I'm also saying is be extremely cautious when you hire people because some laws will not let you just pick up folks and do random drug tests.

Commissioner Richardson said I understand what you're saying but periodic drug testing is important. He said it lets me sleep at night.

Chairman Waters said I'm confused, are we talking about hiring employees or are we contracting.

Mr. Madson said we're contracting, all of them would be contracted.

Chairman Waters said so this is different, I mean they're going to sign a contract.

Mr. Alligood said just one comment is all I'm going to say. He said I would implore the Board to remember, as Mr. Tyre says, success is different with every individual. He said some of you were at the NACo, or the Association of County Commissioners annual conference where the lady spoke about that. He said they have a very successful program with what they've done and she said we had one client who would come in and walk away and come in and walk away and one day that person said what can I do for you and he said I'm hungry so they gave him a sandwich and that started the process so for them, that was a success so I would implore you to be careful about saying what is success and trying to put everybody in a box. He said you've got to look at every case individually and determine what is success for that person and it may be different, and it will be different.

Motion: Vice-Chairman Langley motioned to approve moving forward with the presented plan and to receive 6-month updates. Commissioner Walker seconded. The vote was unanimous.

Commissioner Deatherage said can we get Mr. Madson back at least every two months to give us a report on Covid because I'd like to know. He said there's still people dying out there.

Commissioner Rebholz said that's on the agenda at the end.

Commissioner Deatherage said we can't bring it forward since he's here now.

Chairman Waters said no, we can take it up at the end. He said he doesn't have to be here to do that.

See Addendum 5

Tobacco Free Campus Policy for Health Department

Mr. Madson said the policy at the Health Department has always been no smoking within 50 feet of the building itself, and that's County policy and the Health Department has adopted that too however Medicaid has put out that by, in order to bill Medicaid, we have to be a tobacco free campus. He said that means not 50 feet from the building but the whole grounds that the Health Department sits on and is stewards over. He said so that means in order to comply with that and get Medicaid dollars we went in and drafted, and the Board of Health approved a new tobacco policy for the Health Department. He said because its tobacco related the County Commissioners need to adopt this Board of Health policy.

Chairman Waters said you were provided the information in advance, I'll entertain a motion.

Motion: Commissioner Walker motioned to approve the policy at the Health Department. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 6

Solid Waste Update

Mr. West Overman said a couple of areas I want to update you on are the mega-sites and our collection site improvement projects that we're working on. He said I'll start with the mega-sites. He said as we were last together we were talking about moving forward and looking at the property aspects of these two mega-sites. He said we've been working with Garret and Moore, our engineers, to locate possible sites that match our criteria as we've touched on them briefly before, central location on the northside and southside of the river, close to or directly on a major highway, which I'm calling 264, 17, 32, 33, 92, and 99. He said the heavily trafficked roads around the County, the heaviest traffic, there's a lot of traffic. He said also looking at adequate size for our needs. He said we've got to remember the southside includes disaster debris potential so we're looking for a larger tract of land on the southside than on the northside. He said taking into account soil and water conditions and we also do prefer, but don't require access to our County water system. He said if we can connect to that versus a well it would be a whole lot easier. He said during this process Garret and Moore proposed multiple sites to Ms. Smith and I and we have looked at pros and cons to those sites and we have proposed additional sites back to Garret and Moore for them to look further into as well. He said that's the next step that Garret and Moore is taking, they're looking into potential sites we've identified to see if any would be suitable for construction. He said they're mapping out wetland that are on the site or may be on the site, looking at the flood zones that may be present, looking at the topography that's on the site. He said we talked about elevations making a big difference on the plans that they've conceptual come up with.

He said they overlay the plans over what they map out the site to see if what we're doing will even fit with all the constraints. He said so they should be able to come back with some overview satellite images with all these things marked and say this is a site that we could really see fitting the bill for what we need to do. He said we plan to discuss these further to get more within the next two weeks. He said we've tentatively set a timeframe for a meeting for them to get their work done and to look further into those. He said based on that, per the County Manager, discussion on any particular site would need to be brought back to the Board in closed session and we will bring those to the Board when that's ready. He said collection site improvements, as we touched on briefly a few minutes ago, the Yatesville site did open on August 5th so that project has wrapped up and as you mentioned, things do look good out there. He said I think the new layout is working well for anyone that's been able to see that, if not stop by and take a look. He said I thin the traffic flow has improved at that site. He said the next steps, we have met at the engineer to begin planning of the River Road and Cherry Run improvements and we're currently waiting to receive a draft plan. He said we are physically going to walk both of those sites to pick out, this needs to be done, that needs to be done, and here's are other things we want to address. He said we felt before, phase I included a retaining wall, expansion and repair, expanding additional concrete for containers, safety railings, which are coming to every site. He said lighting improvements and electrical work on the sites, grading and stone, fencing and gate repairs. He said the engineer is actually waiting for some additional surveying information for Chocowinity right now before they can have the preliminary plans drafted for us to then work off of. He said hopefully we'll be able to have all that wrapped up to be put out for bid before to long. He said I can't put a timestamp on that right now until we get those plans back but hopefully in the near future.

Commissioner Rebholz said what is the deal about Chocowinity.

Mr. Overman said waiting on some additional surveys.

Commissioner Rebholz said for the Gray Road site you mean.

Mr. Overman said yes sir. He said the surveyor went out and took some readings, but I think, based on what I heard, they didn't say what the readings were, so it was not very good information to use. He said they had to go back out and do that again.

Commissioner Walker said I like when you're talking about improvements and whatnot, it wouldn't be hard to take a picture so we can show it to the folks. He said I stopped out there and looked because I was doing some work out there and it does look nice but to show other folks what it looks like might be a good idea.

Mr. Overman said certainly we can do that going forward.

Chairman Waters said this is going to make you feel real good. He said Yatesville opened on the Friday, the next Friday the bridge opened up on Highway 264 near Yatesville. He said I got more calls and more emails thanking us for the Yatesville site than I did for the bridge. He said we had a lot of people from other parts of the world that go across that bridge, but our local folks use the site.

Mr. Overman said we didn't have many calls about it being closed but I know there were some that were happy to see it open.

Authorize NCDWI Funding Application

Ms. Christina Smith said the next item on your agenda is a request to authorize a North Carolina Division of Water funding application. She said I'm going to ask Mr. Rich Moore with McDavid and Associates to speak in detail on this subject. She said as you'll recall we are involved in seven different North Carolina Division of Water Infrastructure funded projects that are currently ongoing. She said Mr. Moore with McDavid and Associates is contracted to provide construction administration as well construction inspections on all of these projects. She said this evening he's going to come and specifically give you information regarding this request to complete a funding application to reallocate some existing funds.

Mr. Moore said what we're going to specifically address is what we refer to as Beaufort County District I funded project, but the activities are all related to the southside water treatment plant, specifically to add a new well, supply well and to add additional filters to the southside water treatment plant. He said it was done under Beaufort County District I because the inter-connection that was installed will allow the water from the southside plant to go into District I and provide some additional supply relief so there's additional demand from District I and District I had a little more favorable economic

statistics that allowed the initial financial assistance award to basically, 75% grant and 25% loan. He said so this is a project that was bid, it was exceptionally over budget. He said T11 was our low bid on both projects, both contracts and proceeded. He said what they have come back with is they have identified that there's been a significant increase in material costs and in the order of $750,000. He said we asked for justification, they provided the material supply orders from when they bid to the present. He said we've seen this industry wide. He said this is a result of the Covid situation, which our economy was basically shut down nationwide, resulted in egregious material delivery delays, manufacturing delays, which are still ongoing. He said when the problem was identified we asked the State for consideration for supplemental grant funds to cover the documented material cost increases and they came back and recommended we ask for loan money, which we didn't think was a good thing and so through discussions with them what we have identified was that from the other projects that we have ongoing in the County there's approximately $2 million of unallocated funds that had been approved, had been awarded and had been authorized by the Local Government Commission. He said what we have been recommended is to have a portion of those unallocated funds be redirected to this project. He said we felt like it would be easy if they just did a direct approval, but they have requested that in order to do it they would like an application be submitted for the September 30th deadline that formally requests the money be reallocated to District I to cover the material cost increase. He said so what we've got for your consideration is the authorizing resolution to approve submitting an application. He said nothing else, just to continue that process of getting those funds reallocated and so that's what we're trying to recommend to allow this project to continue to move forward without further scope reductions. He said to allow it, based on what we've awarded, essentially.

Commissioner Deatherage said I'd just like to say I'm going to vote for this, I hate to, but this is one more time, to much money chasing too few goods and it was designed to be this way. He said bureaucrats throwing around money and they'd be wise to do it a lot differently.

Commissioner Rebholz said how many projects is the $2 million involved in, what did you say, seven projects ongoing.

Mr. Moore said in terms of unallocated, five.

Commissioner Rebholz said so the $2 million is coming from five projects, excluding this one.

Mr. Moore said yes.

Commissioner Booth said you said he won the bid; we awarded him the bid and now he's asking for some more money.

Mr. Moore said correct.

Commissioner Booth said his excuse is the cost of materials went up.

Mr. Moore said correct.

Commissioner Booth said what he bid on was what we presented, am I correct.

Mr. Moore said that's correct.

Commissioner Booth said so that's his loss, am I correct.

Mr. Moore said there's a provision in your contract that allows the contractor for additional compensation if he's impacted by forces beyond his control. He said typically are weather related and things of that nature. He said what we've seen is Covid has provided contract compensation.

Commissioner Booth said Covid has been over for two years and right now Covid is getting blamed for everything including people not eating and people not working.

Motion: Vice-Chairman Langley motioned to approve the resolution. Commissioner Richardson seconded.

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

Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

See Addendum 7

Vehicle Purchase, Facilities Maintenance

Ms. Smith said the next item is regarding a vehicle purchase for facilities maintenance. She said funds were included in the fiscal year 2023 budget to purchase a truck for the facilities maintenance department. She said per the County's purchasing policy, purchases greater than $30,000 are to be approved by the Board of Commissioners. She said staff received quotes from various vendors, and you'll see those in your agenda packet. She said as we were just talking about previously the buying and purchasing situation is definitely different now than it was twelve months prior or eighteen months prior when the budget was being put together so we're having issues locating the basic white work truck. She said I believe Emergency Management spoke about this a couple meetings ago regarding availability. She said so what we have presented to you, we received a quote from Feyer Ford, that has a vehicle that is currently now at $38,794 and we would request approval in order to write that purchase order to receive it. She said the other quotes that you have listed here are not a guarantee, nor are any of the dealerships giving a guaranteed delivery date. She said so right now we are working on just what is available to be purchased.

Commissioner Booth said do you have the money in your budget.

Ms. Smith said yes sir, there are no additional monies required.

Commissioner Deatherage said I have a question. He said the vehicle that it's replacing, how old is the vehicle.

Ms. Smith said I do not have that information with me tonight. She said it was a vehicle that was originally scheduled to be surplussed in the Water Department and it was transferred over because in one fiscal year, 22, the personnel position was approved and at that time what was presented was in fiscal year '22 the personnel position would be approved and in fiscal year '23 the vehicle would be purchased so we attempted to spread out the costs of the new position and the equipment for the new position over two budget years.

Commissioner Deatherage said so we won't know the amount of mileage either, on it, will we.

Ms. Smith said I don't know now. She said it was included two years ago when the plan was put into place. She said all of the vehicle replacements for the Public Works Department, there is a, I think it was implemented four or five years ago there was a vehicle check list that each vehicle is looked at, all of the costs are summarized, and a point system is used for each vehicle to go through our process of surplussing vehicles and turning the fleet over.

Commissioner Deatherage said my point being right now, we are probably in a recession, technically we are in a recession. He said there's going to be a time where the cost of goods and services are going to drop, it's going to come down. He said right now the inflated price of these items is outrageously high. He said it has to come down because again, it will be a point of supply and demand. He said can we not wait to buy the vehicle later. He said the money will still be there. He said if it's still running why can't we keep using it.

Ms. Smith said because once it goes out because, again, it was scheduled to be surplussed two years ago and it is having issues so once it goes out we're totally out until we're able to locate a new vehicle.

Commissioner Deatherage said couldn't you fix it. He said mechanics are still around this area. He said it cost money, I know, I put my 13-year-old car in the shop every now and then.

Motion: Commissioner Booth motioned to approve the purchase of the truck from Feyer Ford. Commissioner Rebholz seconded.

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

Commissioner Booth
Commissioner Rebholz
Commissioner Richardson

See Addendum 8

Vehicle Purchase Orders for Water Division

Ms. Smith said going to the last item I have this evening, it's also regarding a vehicle purchase. She said for this item we have not been able to locate vehicles again. She said we've had numerous conversations with dealerships all across the state, even in Virginia so we've just been unable to locate anything. She said what we have found is that when a dealer gets a window of opportunity that's open, whether it's the factory or whoever they speak with it's typically only a few days long where they are able to place an order for a specific vehicle. She said what we've run into is because of the purchasing policy where any item above the $30,000, that we are not able to approve that without your approval. She said I'm asking that you increase that threshold from $30,000 to $40,000 so that would allow us when a dealer calls and says he has that window, and it has the specifications we need we would be able to place that order. She said we dd that with a previous vehicle that was involved in a vehicle accident, where the vehicle was totaled and the replacement vehicle was less than $30,000, we had been calling and calling different places and no one would make a commitment. She said a dealer called and said I have a window, but I need to know by Friday, and we were able to do that because of the threshold. She said again, I'm just asking for one, just for vehicle purchase just for this year to increase that threshold for this specific purpose.

Commissioner Booth said do you have the money in the budget.

Ms. Smith said yes sir.

Chairman Waters said this would be for two.

Ms. Smith said yes sir, this would be for two and basically, based on what we are looking at now we are, if a window were too open today, based on the prices we had a week and a half ago when we prepared this, they would come in at about $38,500. She said I'm trying to give myself a little bit of an increase just in case they have an increase. She said it's the same with all manufacturers, Chevrolet, Ford, Dodge will not even provide us with any type of pricing at all, so we are not being picky, we're not trying to, we're just trying to get a vehicle.

Commissioner Rebholz said you've only got enough money in the budget for one vehicle. He said you've got $65,000 it says and the price of one vehicle is going to be pushing $40,000.

Ms. Smith said yes sir.

Chairman Waters said she goes on to say additional funds will be obtained from other line items.

Commissioner Rebholz said can't we approve this by email.

Commissioner Deatherage said no.

Commissioner Rebholz said we have to have a meeting.

Mr. Alligood said I think it's different than your existing purchasing policy, that's why we're bringing it to you specifically for this and this one time only. He said if there's changes that need to be made to the purchasing policy moving forward we can certainly have those discussions off-line and bring them back as a full recommendation for doing something for a longer term, but our hope is the economy gets a little better, the market stabilizes, and we would be able to do a little bit better. He said these are for individual department trucks because you're going to have another one coming up for Emergency Services too.

Motion: Vice-Chairman Langley motioned to approve allowing a PO up to $40,000 for one time. Chairman Waters seconded.

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

PO Threshold for Emergency Services Vehicles

Mr. Chris Newkirk said as Ms. Smith mentioned I'm echoing a lot of what she has said and as an Emergency Services, purchasing and pricing vehicles, very much gives you a front-line perspective on what we're encountering on both state contract requirements for vehicles. He said avenues that have served us very well in the past, especially on competitive pricing, the pricing is changing and especially availability, those vehicles are changing. He said on the second page of the materials I provided for the agenda, these figures are coming straight from the state contract and the contracting is what we price, typically through the Sheriff's Association. He said that's awarded annually, typically from October 1st through September of the following year. He said two years ago Dodge won the contract, last year Ford won the contract. He said it looks like, so far, Chevrolet will have the contract this year. He said it's very interesting, as we talk to different departments about trying to find different vehicles some of the similarities in stories and the differences we hear in stories from the different dealerships so for us, for our two vehicles this year, which we discussed during the budget process, we had been working with the state contract dealership to acquire two trucks and actually have emails where we received quotes back in June and as you know quotes are only good for thirty days so we tried to be strategic in timing that so our quotes were active in the new fiscal year. He said once the fiscal year rolled over and we were able to place the PO we got radio silence from the dealership and no response to our emails, no response to our phone calls. He said we actually ended up sending someone to the dealership to inquire about our vehicle. He said at first we were told that yeah, we've got your vehicles ordered, everything is due in by Friday. He said Friday came around and we didn't hear anything. He said the following week we sent someone back, yeah we didn't get your order in on the 2022 allotment. He said that pushed into the 2023 allotment so the same vehicle we had specked two months earlier is now subject to an increase of $7,000 to the price. He said so we're experiencing not only the difficulty in finding vehicles, an increase in price, we're really subject to that customer service aspect as well. He said following very similarly to Ms. Smith and what her folks are doing, trying to find ways around state contracting but would still give us a competitive price. He said that's what we've been active on. He said we've actually got a quote back that is competitive from Lee Chevrolet to the state contract price on what would be the Chevrolets coming up. He said these top numbers, just to give you a perspective of where prices are falling, these two, that is the cheapest pick-up truck, full sized pick-up truck that you can purchase. He said it's a two-wheel drive, standard cab pick-up truck with no towing package on state contract and you can see for this year Chevrolet would be at $29,754 and Ford would be at $28,111. He said so by the time you start adding towing packages, we prefer 4-wheel drive capabilities for what we use them for, were already bumping the $30,000 threshold that we would encounter per policy for you guys. He said we certainly don't mind bringing that back, we're not asking for additional money, but it would streamline the process for us to be able to acquire vehicles without having to do that on a monthly basis for you guys. He said mirroring what Ms. Smith has presented; we're asking for funding for pre-approval for this year of $42,500. He said that's not additional money, that money's already been allocated through the budget process. He said we're just simply asking for a grace in coming to you beyond the $30,000 PO.

Commissioner Deatherage said the vehicle that you have right now, is it still running.

Mr. Newkirk said yes. He said we have, the two vehicles that this would be replacing, on the fire side would be a 2015 Ford Explorer that has 100,000 miles on it. He said we just spent $700 on replacing some front-end work and some baring's. He said on the EMS side it's a 2019 Durango that has 122,000 miles on it.

Commissioner Deatherage said that's not really high miles with the way these vehicles are built now.

Commissioner Booth said they're hard miles.

Mr. Newkirk said they are hard miles, yes sir.

Commissioner Richardson said they may be hard miles but with the precision engineering that you've got right now there's no reason you can't go to 200,000 miles. He said we've got a very expensive policy in running and maintaining trucks and most people don't understand running and maintaining trucks and most people don't understand discipline from the abuse of the operator of the truck. He said we need to be taking a look at this when our budget comes up because there's some serious problems here.

Mr. Newkirk said I agree and one of the other problems that we encounter at Emergency Services, purchasing new vehicles aside, is having a fleet of spare vehicles. He said so when one does need to be repaired or we're down for two weeks because we're waiting on parts. He said we had a wire harness go down on a Durango from a deer strike and we were three weeks waiting for that so it's not just purchasing new vehicles, it's a depth of spare vehicles so that when one's being repaired we have another one to continue operations. He said that's the other obstacle we run into, going down the avenue of extended repair time for vehicles with high mileage.

Commissioner Deatherage said years ago when I was a Commissioner, we always had spare vehicles. He said I remember, Commissioner Richardson you remember this, the Environmental Science guys, they were driving the old sheriff's cars.

Commissioner Richardson said that's right, we took sheriff's vehicles and made them into spare vehicles and there's no reason you can't do that because the Sheriff is doing the same thing everyone else is doing, he's letting them go before they wear out.

Motion: Commissioner Booth motioned to approve the $42,500 threshold for POs to purchase vehicles for Emergency Services. Vice-Chairman Langley seconded.

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

Mr. Newkirk said on Carnie, I spoke with Melody today. HE said just a little bit of progress each day and we'll certainly continue to take those blessings as God gives them. He said he's made substantial progress just on the physical side of things and if you've been following the videos on Facebook she's posted, he's doing some walking exercises now and a lot of that has been heavily assisted by therapists. He said they're really starting to wean away from some of that today. He said today was the first time he actually manipulated his leg movement as far as moving the knees and stepping forward on his own without the assistance of a machine or therapist to do that do that for him. He said it's very much those small steps that we just continue to see each day and we're just going to keep praying for it to continue. He said the staff at Sheppard has been great. He said they're just good at what they do and it's a good place for him to be right now.

Chairman Waters said when you talk with the family will you tell express our concerns.

Mr. Newkirk said I sure will and please continue to keep them in your prayers, not just Carnie but the family as well because it's a difficult time, as you can all imagine.

See Addendum 9

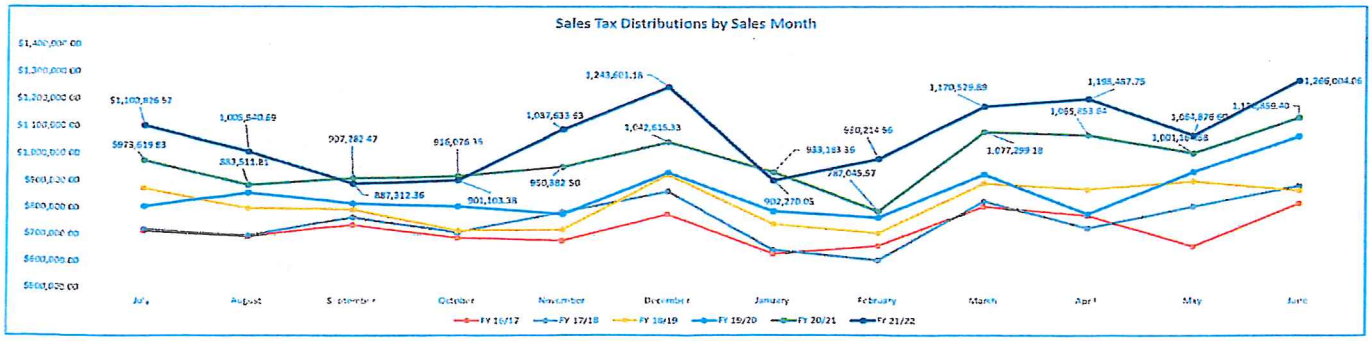
Finance Report

Ms. Anita Radcliffe said you have before you this evening the graph of our sales tax distribution.

Sales Tax Distributions

Sales Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Increase/Decrease from Prior Year
July	$ 713,975.87	$ 719,967.21	$ 870,925.51	$ 804,652.23	$ 973,619.83	$ 1,100,826.52	13.1%
August	694,327.92	697,155.16	796,311.30	854,426.57	883,511.81	1,005,540.69	13.8%
September	735,415.92	763,868.26	792,899.77	814,733.86	907,282.47	887,312.36	-2.2%
October	687,368.97	709,056.75	715,000.12	804,683.75	916,076.35	901,103.38	-1.6%
November	678,662.71	784,994.00	719,319.88	777,598.60	950,382.50	1,087,633.63	14.4%
December	776,283.51	861,236.00	921,986.60	930,297.04	1,042,615.33	1,243,601.18	19.3%
January	630,087.18	646,138.74	740,157.36	788,529.34	933,183.36	902,270.05	-3.3%
February	658,948.75	606,233.88	705,795.83	764,137.44	787,045.57	980,214.56	24.5%
March	803,631.79	824,136.16	889,127.85	921,933.13	1,077,299.18	1,170,529.89	8.7%
April	770,625.14	723,909.18	867,118.48	776,230.67	1,065,853.64	1,198,487.75	12.4%
May	656,305.73	804,783.81	897,173.25	933,146.42	1,001,164.88	1,064,876.60	6.4%
June	815,681.04	880,628.58	863,478.38	1,062,286.33	1,130,859.40	1,266,004.06	12.0%
Totals	$ 8,621,314.53	$ 9,022,107.73	$ 9,779,294.33	$ 10,232,655.38	$ 11,668,894.32	$ 12,808,400.67	
Increase from prior yr.		$ 400,793.20	$ 757,186.60	$ 453,361.05	$ 1,436,238.94	$ 1,139,506.35	
% Increase from prior yr.		4.6%	8.4%	4.6%	14.0%	9.8%	

Budgeted Sales Tax Revenue	
$ 11,270,473.00	FY 21/22 Budgete
$ 12,808,400.67	12 month's Annua
$ 1,537,927.67	Current Surplus



Ms. Radcliffe said you'll see that our most recent distribution for the June sales, they came in at $1,266,004. She said that is an all time high since we've been keeping track since I've been here, and we've been keeping track of our sales tax distribution. She said so that completes us this year at $12.8 million in sales tax collections. She said that's up $1.139 from prior year, or a 9.8% increase. She said as far as a budget to actual, as I said, the actual collections are the $12.8 million for the year, we budgeted $11.27 million so we do have a surplus of $1.537 million in sales tax for last year. She said turning to the next page.

Additional Payment to Schools for Capital (Restricted Sales Tax Revenue)

	April 2022 Sales	May 2022 Sales	June 2022 Sales	Total Apr-June	July 21-Mar 22 Actual	Total	Est. Amt. to Schools
Article 40 Est.	$ 339,962	$ 335,991	$ 363,011	$ 1,038,963	$ 2,803,969	$ 3,842,933	$ 1,152,880
Article 42 Est.	$ 302,987	$ 261,750	$ 319,947	$ 884,684	$ 2,305,547	$ 3,190,231	$ 1,914,138
							$ 3,067,018 School Sales tax share
							$ 487,000 Lottery Funds
							$ 3,554,018 Total Due
							$ (3,006,255) Payments
							$ 547,763 Additional Due to Schools
							$ 544,973 Estimate
							$ 2,790

Ms. Radcliffe said because our sales tax distributions have been so robust last year, I mentioned to you about three or four months ago that we were going to have to pay the school some additional sales tax funding, reserve funding for capital. She said I estimated that amount to be $544,973 and I'm able to do that collection now that we know our final sales tax numbers. She said our final amount owed to them is $547,763. She said then it's my understanding that at the July meeting the Board voted to set that $547,763 aside for the school reserved as capital and the school would come back before the Board and request distribution of that funding and let you know how they would like to spend it.

Contract Renewal, Debtbook

Ms. Radcliffe said our renewal is up for our Debtbook software. She said we use it to track our debt service payments. She said all of our debt footnotes that have to go on our financial audit report and also to be in compliance with the new GASB 87 ruling, tracking our leases, folks that we lease from and folks that we lease to, so it's a software I really can't perform our work without. She said I reached out to the guy at Debtbook and asked could we get a discount if we did a multi-year contract as opposed to just an annual renewal and he did say if we did a two-year contract we could lock the price in at

$9,750 per year for fiscal year '23 and '24, as opposed to paying $11,750 just for fiscal year '23 and an unknown amount, because I don't know the amount for fiscal year '24. She said my recommendation is that we go ahead and approve the two-year contract with Debtbook because I know I'm going to need the software for the next two years and the price will be $9,750 both years. She said the contract begins on page 229 and the quote is on page 231.

Motion: Vice-Chairman Langley motioned to approve the contract. Commissioner Rebholz seconded.

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

See Addendum 10

NC Resilient Coastal Communities Grant Award

Chairman Waters said we need to go back to item for consent, and that's on page 9.

Ms. Radcliffe said I can give you a little bit of background there. She said basically the County has been awarded a $64,130 grant from the Division of Coastal Management. She said it is to develop and impact demonstration site at the Community College and there is no County match for that project. She said the project summary is on page 21 if you want a detailed summary on what that site would do. She said basically I'll just be reading here, the hybrid solution will be combined with the development of educational materials for developers and homeowners to learn about different nature-based and hybrid options that can be implemented on future residential and commercial projects, ultimately reducing stormwater runoff. She said so basically my understanding of the project is they try to show ways that you can use natural landscape to infiltrate, absorb and reduce stormwater runoff and that's what that site would be doing.

Commissioner Richardson said I believe I had that pulled. He said when did this come before the Commissioners to apply for this grant.

Ms. Radcliffe said so historically we would not come to the Board to ask permission to apply. She said we come to the Board when it's awarded, and you have the option of.....

Commissioner Richardson said no, no, pardon me. He said two or three years ago this business of these sudden bills popped up and we set a policy of the Board at that time there would be no grant applications without prior approval from the Board before grant applications were made so my next question is who made the grant application.

Mr. Alligood said this is a continuation of the original grant, this is phase III of the RCC grant which we brought to the Board, I can go back and look but this is a continuation of that original grant. He said remember the State gave us an original grant of all this money to do, to look at resiliency. He said I think Commissioner Rebholz, or Commissioner Booth was on the committee.

Commissioner Richardson said what was the first two parts of that then.

Mr. Alligood said it was to get public input on what they thought was the best method for resiliency and then the engineers determined what hybrid models could be based upon that. He said that was sent back to the state and they said okay, we've paid for all that, now your next step is to actually do, or to design the project and then the third phase is they have money where they will pay to implement the project. He said so there's no County money in this at all.

Commissioner Richardson said that was my next question, who's going to put up the $500,000 to build the project.

Mr. Alligood said the state is, that's part of the, that was part of the plan from the very start. He said they said what we'll do is, if you remember they selected several communities. He said Beaufort County got one, the City of Washington got one, Belhaven got one, Aurora got one and it was a process, the different levels and they said we've got money to do this. He said I think there's some federal money associated that they've got to do it for resiliency. He said the process was start

this project, talk to community, find out what the community likes, then do a demonstration site and design the demonstration site, and then build the demonstration site.

Commissioner Richardson said this is for resiliency, I have trouble understanding what this project does to promote the future long-term viability of Beaufort County.

Mr. Alligood said what it does is it's supposed to help developers and people understand processes that they can do as the develop properties to make the resilient to flooding and storm events and those kinds of things.

Commissioner Richardson said well look, you know, I do a lot of stormwater work so I'm familiar with this and nobody has yet proven that all these stormwater programs and these mud holes that we go out and design and build actually are worth the money it costs to build them and the changes in design that we have to do in order to get them built. He said I'm going to have to, I'm not going vote for this. He said as far as I'm concerned this is another useless project that the federal government and the state government come up with that really don't benefit anybody, but they help a lot of environmentalists get where they think they want to go. He said it also indoctrinates a lot of people in the school system into believing things that are simply not true. He said so this is a useless project that's hurtful to society, it's harmful to society and it just shouldn't be, and I'll take your word that the County isn't going to have to put up any money for the construction of whatever this monstrosity that they're going to build is and I'm familiar with the design for these things, so I know a little bit about it.

Commissioner Deatherage said I have a question. He said how many acres are going to be affected.

Mr. Alligood said I don't know the answer to that. He said this is the design phase so I don't know how many acres it will cover.

Commissioner Richardson said they can do all kinds of things from planting, a little strip of weeds along a ditch, a flower bed to it can go in about 1,000 different ways. He said you don't know until they design it.

Commissioner Deatherage said I have one more question. He said the money is coming from the state but there are federal funds coming through the state within this project. He said the reason I ask is I'm concerned from a macro point of view that money is just flooding into all these systems, who's going to pay for it, our children. He said $4 trillion has flown into the system from the federal government and I don't think that includes the budget, which is about $900 billion and it's just more and more and I don't see the benefit from it. He said that's why, to design this, gosh $67,000 just to design it and then $500,000 to build it, and it just seems like a rake off. He said I'm just wondering is that kind of money for all the towns or is it just for Beaufort Community College.

Mr. Alligood said I don't know what other communities have.

Commissioner Deatherage said but you were saying Belhaven is getting a piece of it, Aurora, Washington.

Mr. Alligood said they were awarded RCCP grants as well. He said I'm not sure what their piece is.

Commissioner Deatherage said so it could be as much as $1 million or $2 million coming into Beaufort County to build, as Commissioner Richardson calls it, mud holes. He said I'm sure it's more than that but in affect that's a lot of money just to discover how water travels through the natural process.

Commissioner Richardson said let me correct you, it's not to discover how water travels. He said we know how water travels through the natural process, that's not it. He said it's the political thing that you have to have stormwater retention and stormwater treatment and it has to be done as prescribed by the government and it's never really been proved that these programs are worth the cost. He said you could just as easily require that every new development puts a trash catcher in for all the water that runs off the property. He said it would probably do more good to do that but at any rate we get the trash catcher plus a lot of other expenses.

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

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

Commissioner Booth
Commissioner Walker

Commissioner Richardson

Noise Ordinance Review

Mr. David Francisco said I'm going to give you a review of the Beaufort County Noise Ordinance. He said you have seen this; it's attached to your, page 233 in your book entitled Chapter 92, Noise. He said just hear me out for a few things that I've been looking at this. He said Beaufort County's noise ordinance was passed in 2003, almost 20 years ago. He said you have a copy of this 1 ¼ page, and that's kind of a stretch. He said perhaps Commissioner Richardson could fill us in on what brought this along and why, this particular thing. He said this is during his era I think, 20 years ago.

Commissioner Richardson said I can tell you I don't remember a whole lot about why we put it in other than, well I do know part of it. He said people were having parties, there were saloons and places that serve alcohol, a place called Desperado's, that's right.

Commissioner Walker said because of the man that lived across the street.

Commissioner Richardson said yeah, that's right, but there were other places that there were issues.

Vice-Chairman Langley said wasn't there a place out on Slatestone.

Mr. Francisco said whatever was going on there, and I remember Desperado's also, but our wonderful noise ordinance makes it unlawful for anybody to make, permit, continue, or cause to be made or to create any unreasonably loud and disturbing noise in the County. He said it then ceases to define the words disturbing, unreasonably loud and sound amplification. He said by stating such interrupts the normal peace and calm of the area. He said it did provide "any sound amplification" as any sound amplification operated to create sound levels. He said it then gives 50 dBA and 60 dBC. He said do we have any of this equipment to measure this stuff.

Chairman Waters said the Sheriff's Office did.

Commissioner Richardson said yeah, the Sheriff's Department had the measuring equipment. He said as I recall it cost about $5,000 to buy the unit and that's like a lot of the toys the Sheriff's Department gets, they're not really there, after a year or two they're gone.

Mr. Francisco said I've never seen it being used and they certainly don't set it up on the road here when they go by my office.

Commissioner Richardson said right, and I've got the same problem, they go by your office and then they go by mine. He said I've been complaining about with noise, that we need to do something that's affective. He said the ordinance was drawn two different ways, one was with technology by measuring decibels and the other way is the sentence that says, "noise that is perceived by a person of ordinary sensibilities as interrupting the normal peace and calm of the area". He said so if someone is being disturbed by noise outside your house you don't have to go buy a decibel meter to bring charges against them. He said you can go down and say they're disturbing the peace and they're disturbing me, and you could probably get a warrant. He said since this is coming up this way, we have a farmer within the county in the last couple of weeks has run into this, deer eating his crops that he put up a noise cannon and the neighbors have given him a really hard time. He said they came and took a warrant out on him on this ordinance. He said farmers, of course we never intended to impact people from protecting crops. He said we had one incident that happened with a noise cannon and since then it came to the Commissioners and that was a place on the southside of the river that grew produce and they put up a noise cannon to keep birds and things from eating their produce and the neighbors fussed about that. He said I don't know how that was finally settled but after it came before the Commissioners a couple of times it sort of went away.

Commissioner Booth said I know how it was settled. He said after the man that bought the property put Desperado's out of business and there wasn't anymore complaints and no one said anything more about this noise ordinance, am I correct.

Commissioner Walker said you're correct.

Commissioner Booth said nobody else said anything. He said see what happened was you're right, on the machine that you measure the noise, you went to the person's house that was making the noise, you didn't go to the complainant you went to the house that was making the noise. He said so it just died on the vine after this guy died.

Commissioner Richardson said but the paragraph, the single sentence paragraph there that says about noise perceived by a person, that allows people if they are being put upon to do something about it. He said we did have one more incident which involved a perception and that was down on Cox's Cross Rd on Broad Creek where houses are side by side. He said one guy liked playing loud music from 10 o'clock at night until 2 o'clock in the morning, keeping his neighbors away. He said I don't know how that one was settled either but word of that one got to the Commissioners. He said I will say the Commissioners that I know of never intended for farmers to be put upon as far as protecting their crops.

Mr. Francisco said I will say to you that's, you've got my little memo that I did about this. He said with no hesitation, this ordinance is unconstitutional and unenforceable, and it really is, looking at it both ways. He said the only thing that's going to happen is you might scare somebody into doing what you wanted to get done but that's it. He said they're not going to enforce that.

Commissioner Richardson said the City just did an ordinance within the last few months so we might want to take a look at their ordinance, or you may already have.

Chairman Waters said it's in here.

Mr. Francisco said I gave you a copy of that. He said I suggest you read it. He said as far as these things go it's excellent. He said they had some help getting it done and they've updated it already this year from previous ones. He said it's as good as you're going to find one of these things. He said now, does it mean it's always going to be successful, I don't' know the answer to that. He said I also recommend to you Pitt County has a noise ordinance and it was amended this year, also, April 4th of this year, and it's shorter, it's only about eight pages. He said it has decibel levels also. He said it's better written than the one we have and it's about three or four times longer, even at eight pages. He said we don't have an enforceable ordinance, that's my feeling.

Commissioner Richardson said if that's the case we need to take a look at doing another ordinance. He said I don't have a problem with using, I just got them today, but I don't have a problem of taking a look at both of these and modeling it on it. He said I don't want something that's going to cause a problem for farmers. He said we need to find a way to allow people to run their businesses where they have to use noise without that being a serious problem. He said so if you could bring that back in a couple of months and let us take a look. He said the Board maybe study it in the meantime and see what we can do. He said I have a particular problem with motorcycles that are just hummers. He said they're just fine, but other people come by me and see how much noise they can make with the thing. He said that's a problem. He said we also have the same kind of problem with automobiles, it's the same way.

Mr. Francisco said let me share just a couple more things. He said you talk about, we have a general statute, 21-28, Exhaust Systems and Control Devices. He said it says, "no person shall have a motor vehicle on a highway unless such motor vehicle is equipped with a muffler". He said that's clear enough, "or other exhaust system of the type installed at the time of manufacture, in good working order and in constant operation to prevent excessive or unusual noise, annoying smoke and smoke screens". He said a few holes in that perhaps. He said then B says, "it shall be unlawful to use a "muffler cut-out" on any motor vehicle upon a highway". He said then C says, "no motor vehicle in this state that was manufactured after model year 1967 shall be operated in this State unless it is equipped with emission control devices that were installed on the vehicle at the time the vehicle was manufactured, and these devices are properly connected". He said then it says on D, "the requirements of C shall not apply if the emissions control device have been removed for the purpose of converting the motor vehicle to operate on natural or liquified petroleum gas". He said it seems to me in reading that, everybody has to, once a year go in and get your car inspected and get a little sticker that goes on your license. He said how many times do they check your muffler. He said these ones that go by here either don't have mufflers or they've been replaced.

Commissioner Rebholz said it's for safety only, inspections. He said we don't do emissions.

Vice-Chairman Langley said in Pitt County they do.

Mr. Francisco said the statute is a little different. He said it seems to me the inspections could be picking up on these things and making people replace their noisy mufflers. He said I've got one guy in a pick-up truck that goes by several times a week, goes right down 3rd street. He said he doesn't have the first muffler on that thing. He said it's just horrible loud and he has a big grin on his face just enjoying himself.

Commissioner Booth said that you can enforce but a loud muffler you can't. He said he's got to have a muffler.

Mr. Francisco said I'm not going to go out and tackle him, I mean somebody else will.

Commissioner Booth said you won't get a conviction, it's just one of those things and like you said it's just, you can put any type muffler there, it's a manufactured muffler. He said there's nothing you can do but you can't, in Pitt County you get it inspected and you have to have emission controls. He said some cars, the statute that you're reading is talking about the catalytic converter. He said taking the catalytic converter off would violate that policy.

Chairman Waters said but you've got to check it.

Commissioner Booth said that's right in the County where it's registered.

Mr. Francisco said emission control devices.

Chairman Waters said I'm confused. He said if we want him to come back with it are we asking for an updated ordinance policy.

Commissioner Richardson said I think I am.

Chairman Waters said hearing what I've heard if there's no way to enforce it why do we have to update it. He said are we going to be able to come up with one that's enforceable.

Mr. Francisco said I don't know how portable these sound things are. He said it seems to me you've got to catch these vehicles and then be able to prove by observation or some type of a printout that they violated the statute and then take them to court.

Chairman Waters said do you think it's going to go on the court docket.

Mr. Francisco said I think probably it's a 50/50 situation.

Commissioner Rebholz said I think we're talking about more than just vehicles.

Mr. Francisco said oh yeah, you're talking about loud bands and all kinds of stuff. He said I'm centered on vehicles because I think it's the one area we can try to control, and I don't know about that.

Commissioner Walker said since we don't have enforceable ordinance do towns and municipalities have to come in and get a variance, which they do from time to time.

Commissioner Richardson said well they do because the ordinance hasn't been down and the Commissioners haven't changed the ordinance or rescinded the ordinance so as long as it's standing, yeah, they do but whether it's enforceable or not is a question for a court.

Mr. Francisco said we have a couple of lines that's not attempting to be enforced but you did say somebody had taken someone to court. He said we don't know the result.

Commissioner Richardson said no, he goes to court in a couple of months, this just happened a couple of weeks ago. He said but back to the ordinance, I think, just summarizing this, when we talk about this again we should talk about how the state laws and regulations affect the use of mufflers and affect machines and we might be better off to push for, as somebody has said, better enforcement for people who are doing the inspections in the County. He said we might look at whether we can impose, have our own ordinance that says you're going to check for loud mufflers or you're going to check for mufflers when you do this thing to see if they're original or not. He said yeah, we might think about that but also if you're saying this is not an enforceable ordinance, which I've heard that before, that we really need to take a look at reworking it because if we don't have something we're going to wind up with some problems and that's what we were having before. He said

that's why we got into this to begin with. He said so yeah, I think in a couple of months, give you a couple of months, and read these ordinances that you presented us with and then we come back and see what you recommend.

Commissioner Rebholz said I'm not as concerned about the vehicles. He said I know you all have experience here in Washington, but you've got a City ordinance that takes care of that, you've got a state law that takes care of that. He said I think the bigger issue is going to be the other stuff that prompted this to begin with, which was the loud bands and other stuff going on.

Vice-Chairman Langley said back when this was first done, vehicle were not part of the equation at all.

Commissioner Booth said that's right.

Commissioner Richardson said some people are abusive with vehicles. He said it massages their ego for them to ride around and aggravate everybody else.

Chairman Waters said Mr. Francisco you have your instructions.

Mr. Francisco said in two meetings, right.

See Addendum 11

Strategic Plan Update

Mr. Brian Alligood said I had a meeting August 23rd with Kevin Leonard, who is the director of the North Carolina Association of County Commissioners and they have agreed to work with us, as the Board has requested, and they have scheduled an opportunity October 26th and 27th. He said it will be a full day and a half day. He said his desire is to send out some information ahead of time to get some feedback and then bring that back to the Board during that day and a half session.

FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence

Mr. Alligood said there's a pretty detailed explanation in the agenda item. He said this is regarding Hurricane Florence. He said as you can see through the detail there was a request that was brought to the Board, it was approved to opt into the State Centric Mitigation Plan and that is where the State of North Carolina actually manages those programs and projects for the County where we used to have to manage that ourselves. He said as you can see the Board voted 7-0 to do that. He said so for the original request that was put in back in 2019 under Florence, it was approved. He said you will see the request from the state, we still have to sign off on this to allow the project to move forward. He said the state will take care of handling the project itself. He said the COG is actually handling the local work and this is for acquisition and demolition of 19 properties within the City of Washington and the City of Washington has agreed to accept those properties at the end of the project so that we are not cutting grass in the City of Washington.

Commissioner Richardson said now are there other projects in the County. He said did I see that in here or did I miss it.

Mr. Alligood said there may be some additional projects later. He said this is the first batch, there may be some out in the County. He said I don't know he entire listing of the properties, I thin they may still be working through some of those. He said this was the first batch they've brought forward, there are 19 of them. He said all of these are in the City of Washington.

Chairman Waters said somebody fill me in, where is Heritage Drive.

Commissioner Booth said over by the Armory.

Mr. Alligood said it's out Minuteman Lane.

Commissioner Richardson said to give you the long and the short of this, and I want to say some things that are going to upset some people before this is over with. He said this is a project that was slab on grade construction that the City blew when they permitted it. He said we had a flood ordinance when this was permitted and there was a good buddy system where these guys got away with building this stuff to low. He said the City ought to have to eat this instead of the rest of

the taxpayers. He said this is their boondoggle and it is unbelievable how bad the project was messed up. He said also, for the record while I'm here, I'm not going to vote for the County to take any properties that we have to mow the grass on forever or that we're going to put into useless use forever. He said we can restrict the properties if we have to without owning them. He said if FEMA doesn't want to do that then why do we want them. He said we don't want to do that.

Commissioner Booth said these houses on Heritage Drive, are those the one that a couple years ago, are those the ones they talked about demolishing.

Mr. Alligood said they flooded during Florence; they have repetitive flooding so they're moving forward. He said these are actually flood insurance projects, these are not general taxpayer projects. He said so yes, these were submitted for demolition and removal and leaving as green space so they can never have to pay insurance claims on it again.

Commissioner Booth said does the owner have the option to opt out.

Mr. Alligood said the owners of the property requested that they be put in initially.

Commissioner Booth said the reason I'm asking is a few of them I know of has just had some major overhaul, I mean it is major.

Mr. Alligood said my understanding is you can go to them and say the project was approved, we'd like to acquire and demolish them, and the owner can say no but I don't think they're going to pay flood insurance claims moving forward.

Motion: Vice-Chairman Langley motioned to approve the memorandum of understanding, resolution, and agent designation form. Commissioner Booth seconded. The vote was unanimous.

See Addendum 12

Chocowinity Fraud Investigation

Commissioner Richardson said the Chocowinity thing, the rumor mill, I can't be to very specific other than there's been a problem over there involving money. He said but back to what the Finance Director was doing, didn't you have something in here about approving a contract for the audit. He said your write-up said something about audit standards, I saw standards in fraud.

Ms. Radcliffe said my intention and my hope is that I would have time to put together a presentation for you tonight on how we go about safeguarding County funds and some of our internal control documentation, but time did not allow that for me. She said I had four staff here off on Friday from a normal staff of eleven folks, so I was taking up water payments Friday instead of creating the presentation.

Commissioner Richardson said so that's been pulled from tonight's agenda, is that what you're saying.

Ms. Radcliffe said I had volunteered as a courtesy to try to answer some of your questions as a presentation.

Commissioner Richardson said no, I'm talking about the item right now. He said you had it earlier on the agenda and we apparently skipped it.

Ms. Radcliffe said we didn't skip it; I was going to try to do a presentation on our internal controls as part of my finance reporting. She said I did not have a chance to work on it.

Commissioner Richardson said right, so you pulled it from the agenda tonight.

Ms. Radcliffe said I unvolunteered myself from doing it, yes.

Chairman Waters said but she's going to still try to have it ready at the next meeting, her presentation.

Commissioner Richardson said that's fine. He said what I'm getting at here is how do we know, based upon our own procedure, that the County doesn't have money in the Town of Chocowinity situation and the Chocowinity Fire Department and the Chocowinity EMS Department. He said how do we know that our funds have not been tampered with.

Mr. Alligood said we send the tax dollars to the town based on the tax authority that's for fire or EMS. He said that's the only thing we send over there, and the municipal taxes, I mean.

Commissioner Richardson said but how do we know that money is properly spent.

Mr. Alligood said we don't, that would be the responsibility of the governing Board of the Town of Chocowinity.

Commissioner Richardson said I don't think so, I beg to hardily disagree. He said if I'm sitting up here taking money from the taxpayer and I'm sending it to another taxing authority or another authority that's spending it, I have a fiduciary responsibility to make sure that money is properly spent.

Mr. Alligood said so the taxing authority under the fire and EMS, you're correct. He said the City taxes are not your taxes, that's Chocowinity.

Commissioner Richardson said I don't disagree. He said there's also a fire department, another fire department that's involved in this.

Mr. Alligood said I'm not aware of that. He said I hadn't been notified by our acting Emergency Services Director, that he was informed by the fire chief that the Office of State Fire Marshals was coming in within the next two weeks to inspect and take a look at the fire department books and then a representative from the State Auditors Office would be with them but that sound to me like they're looking into that.

Commissioner Richardson said now look, I'm going to go back into the history of this thing a little bit because about four or five years ago I asked for this County to do a forensic audit of the Chocowinity situation in order to make sure our funds were being adequately handled and properly spent. He said I did not even get a second from this Board to do that and now we have a situation come up in which case our funds may have been improperly spent so my question, #1, when we send funds out we need to make sure those funds are properly spend, and #2, how are we going to recover the taxpayer's money if they have been improperly spent.

Mr. Alligood said we get an audit, we get a copulation audit from our fire and EMS folks that show where the money they got from the taxing authority, where it was spent, and we see that each year. He said I know that conversation was held pretty in depth with this Board at one time where you said do you want to make them do an audit of that and there was a push-back because of the cost of doing an audit every year, and the Board said now, we don't want to make them do that because of that. He said so I don't know how to answer that question.

Commissioner Richardson said I, as a Commissioner using the police power of the State to take money away from people, understand that I have a responsibility to see that it's properly spent. He said this Board has never been willing to do a forensic audit of any kind to make sure there was fraud anywhere. He said I have explained to you over and over, although I realize you thoroughly disrespect my abilities in finance, how corporations do things like this. He said they don't audit everybody every year. He said they pick specific areas, and they target those areas or those places, or those cost centers. He said so you have the same cost, you're only paying for one forensic audit every year for the one you audited. He said but you sort of pull the name out of a hat as to who's going to be it this year or you select them based on we've been having problems over there, so we need to go over and take a look. He said this County is not doing that. He said we're sitting here, right now, as a County, based on recommendations that have been made by you and the Finance Officer in the past, that we don't need to look at this, we don't need the audit, we just dump the money and run. He said that is not the way it is supposed to be so what are we going to do about this.

Mr. Alligood said Commissioner Richardson, a couple things. He said yes we do disagree occasionally on finances because there is a difference in business financing and government financing.

Commissioner Richardson said thievery is still thievery.

Mr. Alligood said I'm not saying that, I'm talking about the way books are done and we do disagree on that, I'll agree with that, but you seem to be attacking me on something that you just said this Board didn't vote to do. He said I don't have the authority to go do something this Board doesn't direct me to do so if the Board of Commissioners wants to do that, if there's a majority vote to do that, we're happy to do whatever the Board directs me to do but you seem to be attacking me for something that I have no control over.

Commissioner Richardson said you do have some control over it because you make recommendations as to how we should be auditing the money that we collect, and you have never made a recommendation that we take a look at fraud. He said I have asked in the past and I've always got push-back but I'm willing to leave that for the moment because I…..

Mr. Alligood said no, no, no, let's not leave that because I want to be clear that I am all about making sure there's not any fraud so don't accuse me of not doing that.

Commissioner Richardson said then why haven't you done something to ensure there's not fraud.

Mr. Alligood said this Board has never told us to do that.

Commissioner Richardson said yeah, see you're running in a circle and it's not going to work.

Mr. Alligood said you're the one running in a circle because you just said this Board would never vote to do that.

Commissioner Richardson said you just told us you have no responsibility to do that and that we shouldn't be doing that, that was at the beginning of the conversation.

Mr. Alligood said I didn't say that.

Chairman Waters said no, no, no, look guys, we're going to have a discussion and I would ask that you, one of you, or Mr. Francisco, talk with the State Auditors Office, that has the authority to come in and do those sort of things, if they do this for a County. He said in other words, if the Commissioners voted and said we want the State Auditors to come in and trace our money going to anybody, whether it's Chocowinity, or whether it's Bath, or whether it's Pinetown, I mean, whoever it is, to see if they do that on some random basis. He said say we engage them, and we want you to check, and we'll draw that name out and you do it. He said I don't know that they do that, but I'd like for you to follow up and ask.

Commissioner Richardson said the State Auditor will do that only when they have information that leads to wrongdoing. He said that's why they're accompanying the fire marshal to Chocowinity. He said what I'm saying is how do you know, as the Finance Officer in charge of this money and the manager in charge of this money, that the money that we collect and we write checks to people to, to various organizations, how do you know it's being properly spent.

Mr. Alligood said because they are providing a service, I mean the overall picture on that is we gave them, here's a rough, okay, say we gave them $500,000, if they show us expenses of $500,000 in debt services on ambulances, paying people on ambulances, whatever, buying fuel then they've demonstrated to us that they've spent those funds for those purposes. He said they show us that every year.

Commissioner Richardson said fine, then you need to write me a check for $500,000 and I'm going out and provide some service for the County and I'm going to give you back a piece of paper that's going to tell you I spent it properly, that's what you're saying. He said now, we're all big boys, people steal money when they're in important positions, so we need, as a County, and I'll direct this, since you're out of it, you've cleansed yourself of all responsibility, so I'll direct this to the Board. He said how is this Board going to make sure that when we dump money, write these big checks to these various organizations that there's no fraud in these organizations. He said what are you going to do about it. He said you turned down the audit that would've discovered this five or six years ago so tell me what you're going to do. He said how are you going to protect the public from thievery.

Commissioner Rebholz said based on the fact that a County can only do what the State Legislature has given them the authorization to do, I don't know that we're authorized to do that.

Commissioner Richardson said oh that's totally wrong Commissioner Rebholz. He said that is really third grade thinking. He said the law says we have, as a Commissioner, have a fiduciary responsibility and you don't know this but under certain conditions you can be made to dig in your pocket and pay money that you did not look after. He said sitting here and saying we're going to let people steal from us is the wrong thing to say.

Commissioner Rebholz said I'm not saying that either, I'm just asking if you've got the authority to do that.

Commissioner Richardson said yes, you do.

Commissioner Rebholz said okay, you show me.

Commissioner Richardson said if you give somebody the cash money.....

Commissioner Rebholz said no, no, no, that's not what I'm asking.

Commissioner Richardson said there's plenty of law, okay, you're picking, I'll have an answer at the next meeting here.

Commissioner Rebholz said that's fine. He said I am totally supportive if we have the authority.

Commissioner Richardson said this is totally juvenile asking whether we have the authority to follow the money we give to people, we do. He said there's plenty of lawsuits. He said I tell you what you do, you call the State Auditors Office and ask them, and they'll tell you. He said you call the Local Government Commissioner and ask them and see what they'll tell you.

Commissioner Rebholz said okay, I'll do that.

Chairman Waters said I think we need to back up just one second and recognize that when we get the audit from whoever it is, it's like Mr. Alligood said, if we give them $250,000 and they've got $250,000 worth of expenses or debt services they've used that money. He said the problem comes in, that is the operating statement but when money flows into Chocowinity or Pinetown or anybody else and grant money from other places, that's cash that goes into the bank that's on the balance sheet and, you know, that's where a lot of the fraud is because there is no accountability for a lot of the grants. He said they don't go back and follow up and ask for an audit. He said let's go to your item.

Commissioner Richardson said before we leave this item I want to say to this Board what are you going to do to protect the public in fraud and the handling and use of money that we fund these various institutions to. He said it's not just what we give to the fire department and things, you give $600,000 and $700,000 to these various good buddies, your favorite charities that get you votes.

Chairman Waters said yeah, and one of them is your favorite library, which we send almost half of the money to the library.

Commissioner Richardson said you are absolutely clueless as to how it's spent.

Commissioner Deatherage said we do have the power to tax, I mean, police power is an awesome authority. He said we also have the power for oversight. He said it's a dual process that we really should do. He said we can perform oversite to the limit that we wish to perform that oversight, and I'm sure there's some stumbling blocks and we can be stopped at some point but then again, we might be able to push through those. He said somebody has got to mind the store and look after the taxpayer and right now, locally, we're that guy. He said but we can't expect our bureaucrats to do it, we have to do it. He said we have to ask them to do it as a group, we have to ask them to do that so I really think the weight of this problem, should there be a problem, is upon us.

Sales Tax Money for Schools Discussion

Commissioner Richardson said Ms. Radcliffe brought us up to date a few minutes ago with the exact amount of money with apparent underpayment that we have made to the school board for capital and a couple of months ago when this came up what this Board voted to do was to set this money aside and let the school board tell us what they wanted to do with it. He said what we did when we did that, and I didn't think about this until I got home, but what we did when we did that is we increased their capital budget by $547,000. He said we appropriated $547,000 of additional spending. He said so my question is, and maybe you can enlighten me on this, is the $547,000 going to be taken as a credit against next year's budget.

Ms. Radcliffe said so that money, as of June 30th, rolled into fund balance. She said it's excess sales tax revenue that rolled into fund balance at June 30th so in our June 30th audit we will show a reserve for the $547,000 for school capital of that fund balance.

Commissioner Richardson said when is that money going to be spent.

Ms. Radcliffe said whenever they come before us and ask for it.

Commissioner Richardson said that's what you said a while ago and that reinforces what I'm saying, what we did is we increased the school capital by $547,000. He said now one of the things this Board has been doing, well, if they came to the next meeting and told us how they wanted to spend it would be appropriate it.

Ms. Radcliffe said yes, out of the fund balance. She said the law says we have to give them that money.

Commissioner Richardson said yes but the law doesn't say we can't take that as a credit against what we've already given them this year, its capital money.

Ms. Radcliffe said no, that's not correct, it is a calculation. She said if you go back to my presentation it is a calculation. She said we owe them 30% of whatever we get of Article 40 sales tax, we owe them 60% and whatever we get in Article 42 in sales tax, we have to give them that year or either reserve it for them for school capital.

Commissioner Richardson said of that year. He said now we're doing funny business with the bookkeeping.

Ms. Radcliffe said no.

Commissioner Richardson said yes we are.

Ms. Radcliffe said how so.

Commissioner Richardson said well let me explain it to you. He said you took a credit into this first quarter of this fiscal year that we're in.

Ms. Radcliffe said I'm not taking a credit into anything.

Commissioner Richardson said would you mind letting me finish. He said you took a credit of the $547,000 in this quarter against funds that were collected in the last quarter of last year as sales taxes. He said now wait a minute, yes you did.

Ms. Radcliffe said no I didn't.

Commissioner Richardson said yes you did, too. He said listen, when sales taxes come in for the fourth quarter of last year what do you credit that tax revenue against.

Ms. Radcliffe said so sales tax runs three months behind. She said we get our April sales tax in July; we get our May sales tax in August, and we just got our June sales tax in September. She said the generally accepted accounting principles and the governmental accounting standards board says that those July/August tax collections have to be accrued back as a revenue in the prior year.

Commissioner Richardson said oh wow, then why isn't the $547,000 of capital, which the money only came in during that period, accrued back against last years capital spending.

Ms. Radcliffe said it's going to be shown as reserve fund balance.

Commissioner Richardson said I'm sorry, but you are wrong.

Ms. Radcliffe said okay.

Commissioner Richardson said you are just wrong, and I would like for the auditors, would you please have our auditors call me about this because this is an exception to the audit. He said you cannot count that money on one way and then count it favorably another way. He said it's wrong, it is inconsistent accounting.

Mr. Alligood said Commissioner Richardson our finance officer is a certified finance officer, and she does know what she's talking about.

Commissioner Richardson said everybody makes mistakes.

Mr. Alligood said I'm not saying everybody doesn't make mistakes, I'm saying that we're doing it the way we're required to do it by government standards.

Commissioner Richardson said I'm saying that you're not. He said please have the auditors call me.

Mr. Alligood said okay, and when they tell you that we're doing it correctly will you please come back to this Board and tell them you were incorrect.

Commissioner Richardson said yeah I will and let's go back to something that we need to understand about auditors. He said the softest funny money hand shaking thing that goes on is these government audits because the government audits are for no purpose other than to make the people at the top, the bureaucrats feel good and that everything's been done correctly and it's not really a fierce audit. He said it's a soft audit of the worst kind.

Ms. Radcliffe said can I respond to that.

Commissioner Richardson said you can.

Ms. Radcliffe said I disagree with that. She said first of all I couldn't tell you what half the auditors that look at our books look like. She said they're from Whiteville, never met them in person in my life so they're not going to do me or Mr. Alligood a personal favor by giving us a favorable audit and put their license at risk that they worked so hard to get, that's #1. She said #2, we've had some bad audits, it was before I came. She said when I came there were 13 audit findings in our audit report. She said a very bad audit and I've managed to put together, with the Manager's support, a great team and we have cleaned all of that up, we've had zero audit findings for the last four years. She said I expect we'll have zero again this year and, you know, I don't understand why you don't have confidence in what I'm doing but I'm not sure what I can do to change your mind about that but I'm happy to put you in contact with the auditors so you can have a conversation with them.

Jail Inmate Supervision Discussion

Commissioner Richardson said I know we're going to have a new sheriff coming in shortly and he can probably do something to take care of this. He said we have to many deaths in the jail, and we have the last thing that the state did with a death is these people were not supervised. He said we're paying for a lot of people to supervise people in the jail. He said we're paying for two full time nurses, and we still have people dying in the jail. He said we need to take a hard look as Commissioners because these lawsuits are getting and paying out this money for the Sheriff's Department with lawyers is becoming a very expensive thing and we're going to keep paying it. He said so I don't know what we can do. He said maybe we can invite the Chief Deputy or the Sheriff to come to the next meeting and tell us how they're supervising people in the jail because it looks to me like there's not much supervising in the jail because how can you have two nurses in there 24 hours, and you still have people dying from such things as infections. He said I'm not talking about heart attacks or he got electrocuted while he was in jail or whatever, serious accidents, hazardous accidents, I'm talking about medical conditions that should easily be detected by a medical professional so we need to think about this and it may be more prudent, I'm willing to wait for the new sheriff to come and tell us what he's doing to improve the jail but it's hard for me to understand these things. He said our insurance people are just shaking in their boots because they don't know when the claim is going to come.

Combating Illegal Drugs in Beaufort County

Commissioner Richardson said back on illegal drugs in Beaufort County. He said we still have crack babies being born in Beaufort County. He said we still have a lot of drugs in Beaufort County. He said I understand the sympathy end of this that we heard earlier tonight from the Board of Health being in here saying oh, we have to treat them nice, and we have to help them and all that, that's the human thing to do. He said that's fine if you want to look at it that way, but we have to find a way to control drugs in this country. He said there is so much money in drugs, you can't tell me that there aren't people out there who make there living from the drug industry who are not supporting drugs even though they may not be selling them. He said 1/3 of our police force is there because of drugs, 1/3 of our social services is there because of drugs. He said there are a lot of the legal community that make a living because of drugs. He said this stuff is still coming in here. He said we've shut down, as the District Attorney told us, 60 something prisons in the last 10 years. He said we have a mamby-pansy hand slapping approach to people who are caught selling drugs and using drugs. He said we are not tough enough on them and I've asked this Board over and over, let's please form a committee to lobby the State of North Carolina to get tougher drug laws and to build more prisons. He said the judges all tell me the same thing, if you make the penalty

stiff enough for selling drugs people will stop selling drugs. He said so what does this Board want to do about drugs. He said are you willing to lobby the legislature to increase the penalties for people who are selling drugs.

Chairman Waters said I'll tell you, when we were up there I brought the subject up before Representative Kidwell and the State's posture is going to be to spend all the money they can on preventative. He said I don't think there's any lobbying that you're going to be able to do to build another 60 prisons across the state but the budget that's allocated, I think they will spend more money to do preventative stuff and hopefully they will spend more money that fits in with what we talked about tonight where you're actually doing something on a case-by-case basis.

Commissioner Richardson said it's to late after they're addicted to drugs. He said the best thing to do is stop them from every getting drugs to begin with and that's what I'm saying. He said the solution to this thing is to stop the sale of illegal drugs. He said so I'll have a motion at the next meeting so you guys can vote against it, vote it down and we'll keep going but treating the individual after they are sick on drugs and addicted to drugs, that is a backwards way of combating this problem. He said it is totally backwards and I understand that the touchy-feely people like that because, oh it gives more jobs. He said gee, I didn't think about that, it makes more jobs, isn't that great. He said the drug industry will destroy this Country if we don't destroy it.

Commissioner Booth said Commissioner Richardson I understand exactly what you're saying. He said we cannot make legislatures build more prisons. He said Chairman Waters is correct, they're looking at the preventive side of it, I heard that too. He said but I'll tell you what we can do here tonight, we can build a jail and hold them in there longer. He said we can't build a prison, but we can, the Commissioners can do that. He said we can build a prison here in Beaufort County.

Commissioner Richardson said here's the problem, that only combats Beaufort County. He said we're talking about a state problem. He said we can only hold them for six months and they're turned over to the State anyway so the only way we can give it to the state, arresting a drug dealer for six months is a slap on the wrist. He said he'll do that time standing on his head. He said I'm talking about sending him off for ten years with no opportunity for getting out early. He said that takes more prisons. He said when you make the sentence tough enough they'll stop. He said look at the country's that are destroyed by drugs. He said China, the middle eastern countries, Thailand, and that area. He said they all have drug laws that give you death for selling drugs. He said I'm not so sure I don't advocate that. He said when I see the people's lives that have been destroyed by the evil of drugs, it's time for normal people to get up and do something about it instead of sitting around saying oh gee, it's awful, throw some more money at it and everything will go away. He said that is not what we're elected to do. He said we need to be talking to the legislature and yes, we can't make the legislature do anything, but we can sure shame them into doing something and if we start the process the people that I talk to in a lot of other counties are standing in the wings for somebody to step forward and start the process so that we can do something about it. He said the attitude that we can't do anything about it is a give-up attitude and we should not have that attitude about this problem, it is too serious.

Commissioner Deatherage said I'd like to follow up with that. He said it's almost like the federal government should be involved because these drugs are crossing state lines and the federal government is not involved right now and we've got a problem with that. He said going to the state legislature is good for one reason and one reason only, in my opinion right now. He said it won't be to build prisons, it will be to advocate with politicians that they know from both sides of the aisle to stop this. He said helping people on an individual basis, that's wonderful but right now we have a tsunami of drugs in this country, and they are really cheap, they are very available, and as long as that happens you're going to have more and more people not only getting on drugs but dying from drugs that are very powerful and they're not used to that kind of drug. He said this is not back in the days of the hippies, this is now. He said it's life and death for little children that are trying something for the first time, and we've got to stop it. He said I really think there's a concerted effort of China and Mexico and certain people in the federal government who want to create a society of chaos and right now we're a chaotic state. He said we have hit rock bottom as a republic, and we have got to ask other politicians to join us because we care. He said we care more than they do, that's our line, we care more than they do.

Request for Public Health Updates

Commissioner Deatherage said I would like to get back to that, even if we do it on a bi-monthly basis, that might be what we need to do. He said right now there's about 460 people dying in the United States per week. He said that's not a great total, but people say it's not a tragedy but yeah, it is a tragedy. He said we have about three times more people dying from fentanyl every week in the United States but right now we are at a lull, and I've looked at a chart and it waves. He said

right now we're at a low ebb because it's warm. He said that chart is going to change as the winter months come in and we keep hearing about the different variances, we keep hearing about Monkey Pocks. He said I just want our Health Director to keep us informed of what's going on, even if it's on a bi-monthly basis. He said even if he just spends 15 minutes with us and maybe not 30. He said I just want to know. He said I think it's something we need to know, and we need to talk about. He said I know there's a political problem with the CDC and it really wasn't about the science it was about the politics and all of a sudden the politics was bad so they just stopped it right there and it happened, ironically, after a lot of us had spent time in Washington D.C. where you could not go into a restaurant unless you showed your triple vax card, you had to wear a mask everywhere and then all of a sudden it's over, Covid is over.

Chairman Waters said do you want to make a motion.

Commissioner Deatherage said I'll make a motion for our Health Director to come in on a bi-monthly basis and just talk to us and if Covid goes away then fine but let's consume the information for now.

Commissioner Richardson said as a second on that motion, let me ask you this, can he not have to make a personal appearance every month but the months that he can't come just give us a report.

Commissioner Deatherage said give us a report, yes.

Commissioner Richardson give us a report. He said right now we get a lot of reports in here on a monthly basis but every two months that would take care of it.

Commissioner Deatherage said when he comes in here and he puts stuff on the screen that's more for the public, that's more for the public than it is for us. He said I think everybody in my family has been sick, almost everybody, I didn't get sick but in the last few months they got sick. He said it's going around again.

Motion: Commissioner Deatherage motioned to have the Health Director come on a bi-monthly basis. Commissioner Richardson seconded.

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

Commissioner Rebholz said you know there's this, the report.

Commissioner Richardson said you voted it down so it's moot.

Chairman Waters said he's providing one, I mean I didn't ask for it.

Commissioner Deatherage said I would like more. He said I would like it for the public.

Transparency in County Government Bidding Process

Commissioner Deatherage said right now we have an erroneous process. He said in Beaufort County we raised spending in Beaufort County at the highest rate we've ever done. He said you can credit the economy for that, we can credit.

Chairman Waters said I thought this was on the bid process.

Commissioner Deatherage said let me, give me a minute.

Chairman Waters said please get to the nitty gritty of the bid process and your concerns. He said I mean I've heard all of the overall economic stuff. He said I just want to know what you want about the bids.

Commissioner Deatherage said do you want to do this for me.

Chairman Waters said no, I just want you to get right to the bids. He said get right to the bidding stuff.

Commissioner Deatherage said please, I wouldn't do this if you were presenting something so please let me finish at least my first sentence and then I might do a second sentence and then I might do a third, maybe a fourth but please. He said I do like to set things up.

Chairman Waters said there's no doubt about that but here again, get to the meat of it.

Commissioner Deatherage said you want me to get to the meat, don't discuss this.

Chairman Waters said yes, get right to it.

Commissioner Deatherage said I know you're going to vote for this, so I'll get straight to the meat of it. He said I think we should have a bid process that's more transparent. He said I have four simple tenets and I think if we follow these four simple tenets we will have a more transparent bid process. He said now some of you may disagree with this, some of you may agree but right now we are awash in money in Beaufort County and awash in money at a national level too and money is being spent in a frivolous manner. He said maybe I have a different policy and thought process than you guys, maybe not, maybe you guys will join me on this, but we absolutely need to be transparent in our bids. He then read the four tenets:

1. Open all public bids at public meetings, and on camera
2. Bid proposals shall not be prepared in any part by any subject bidder
3. Advertisement of public bids must be broadcast widely to whatever extent is available; including, but not limited to county website, and all local and regional media that requests publicly, or in writing such public information of bid process
4. In fairness to all bidders, and the public at large, many of whom are taxpaying constituents, the lowest qualified bid must be accepted unless the bid/bidder is disqualified for just cause. In the event of a relative tie bid, the bid would be awarded to the local bidder.

Commissioner Deatherage said four simple tenets, we should all be able to agree to those.

Commissioner Rebholz said I don't even know what #2 means.

Commissioner Deatherage said you don't know what that means, the bid proposals shall not be prepared in any part by any subject bidder. He said do you know how lobbyist go and write legislation. He said when someone sources out their pride and they get it so specialized that few people can bid on it. He said this is what this is talking about.

Commissioner Booth said I call the question.

Chairman Waters said from a legal standpoint how do you define just cause.

Commissioner Booth said you vote it down.

Commissioner Deatherage said you're going to have to figure it out at some point. He said I'll give you a case in point, somebody came in here about dragging a creek. He said Commissioner Richardson had a problem with them not taking the lowest bidder. He said he asked them specifically to tell why they wouldn't do it and they did in a roundabout way but that needs to be discussed and it needs to be discussed publicly. He said it should not be done behind closed doors.

Commissioner Richardson said it says qualified bidder, that's get you right to the heart of it.

Commissioner Deatherage said if they're not qualified they shouldn't even be bidding.

Chairman Waters said don't we have a policy that the Board approved, so we'd have to go back and amend anything.

Commissioner Deatherage said if we don't have a policy like this then we've got a bad policy, I can tell you that right now.

Mr. Alligood said you do have a policy that's written in compliance with the state law. He said we're happy to go back, if the Board wants to look at this off-line and look at stuff, make some changes, but it's got to be very methodical in the way you do it because when you say things like "qualified bid" that may not be the language that's in the statute. He said we have to go by what the statute says, lowest responsible, responsive bidder. He said you can't say qualified, it's lowest responsible, responsive bidder so there's lots of laws that are associated with this. He said if the Board wants to have a work session about it and look at it we're happy to do that, but you'll have to define the word bid because we do informal

bids a lot. He said are you saying every informal bid we've got to bring before the camera's, it's just a lot of things. He said if you want to look at it we're happy to look at it with you, but it doesn't need to be done in a one-shot, at a meeting like this.

Commissioner Deatherage said I agree with the manager. He said I think we should look at everything and ask some questions and get answers let's talk about it, but we are responsible for taxing people, we are responsible for spending tens of millions of dollars here in Beaufort County. He said we should understand the bid process.

Chairman Waters said the concern I have is with the language and discussion is it's almost like we're accusing our staff and the way we've handled something in the past and as a Commissioner I don't know of anything.

Commissioner Richardson said I think we need to stop taking everything personal. He said if people are wearing their heart on their cuff they shouldn't even be here if they're not adult enough to take the exchange back and forth. He said everything is not personal.

Chairman Waters said I didn't, what I'm leading up to is if we've got a problem let's be specific about it on the bid process.

Commissioner Deatherage said I've got an idea, let's make it better so we won't have a problem.

Chairman Waters said I don't have a problem with that, which is what the Manager said, we can go back and look and see if there's anything that we can do to make the process better.

Commissioner Deatherage said then let's have it at the next meeting, let's talk about it at the next meeting.

Chairman Waters said I don't have a problem with that.

Commissioner Deatherage said, and this won't be a "Stan" item, this will be a management item and we'll all give input. He said is that a consensus.

Vice-Chairman Langley said we have a motion on the floor.

Commissioner Richardson said he takes it back.

Commissioner Deatherage said if we've got a consensus let's go with the consensus.

Commissioner Comments

No one asked to speak.

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

Adjourned at 8:12 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Late Tax Relief Applications
2. NC Resilient Coastal Communities Grant Award
3. Budget Amendment, DSS
4. Budget Amendment, Health Department
5. Board of Health Appointments
6. Appointing Review Officer
7. ABC Board Appointments

Minutes Approval

2022 LATE FILINGS FOR EXEMPTIONS

NAME	DATE FILED	QUALIFY	TYPE OF APPLICANT	ADDRESS
MICHAEL HARMON	07/18/2022	YES	DISABLED VETERAN	3007 CHANDLER RD
MARTHA WINDLEY	07/11/2022	YES	ELDERLY	2239 N BOYD RD
RITA ALLENDER	06/01/2022	YES	ELDERLY	294 HWY 92 E
EVA CLARK	06/27/2022	YES	ELDERLY	2081 CHANDLER RD
JOSEPH SAVAGE	06/29/2022	YES	ELDERLY	522 FREDERICK RD
DANNY MOORE	8/1/2022	YES	DISABLED VETERAN	204 OAK DRIVE

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
BRAXTON DAVIS
Director

NORTH CAROLINA
Environmental Quality

July 13, 2022

The Hon. Frankie Waters, Chair
Beaufort County
482 Pike Road
Pantego, NC 27865

Dear Chair Waters:

I am pleased to inform you that Beaufort County has been awarded a grant of $64,130 under the N.C. Resilient Coastal Communities Program. This award is to assist the County in completing the engineering and design work for a Low Impact Development Demonstration Site at the Beaufort Community College.

The Division of Coastal Management, within the Department of Environmental Quality, will administer this grant. If you have any questions concerning this grant, please contact Mackenzie.todd@ncdenr.gov in the division's Morehead City office.

Congratulations on being selected for this grant. I hope these funds will help as you work towards building resilience within your community for your residents, your economy, and your natural environment.

With kind regards, I am

Very truly yours,

Elizabeth Biser

Elizabeth Biser

cc: Sen. Ernestine Bazemore
Rep. Gregory F. Murphy
Braxton C. Davis, Division of Coastal Management

North Carolina
RESILIENT COASTAL COMMUNITIES PROGRAM

2022 Phase 3 Project Budget

Lead Applicant Beaufort County **Project Name** Low Impact Development Demonstration Site – Beaufort County CC

This form below must be completed and included with your application. Round project costs to the dollar.

Local cash match contributions are not required and should only be included in the chart below if they are necessary to complete the project.

Project Elements		Requested Amount	Local Match	Total Cost
Item				
Outside Consultants		57,500.00		57,500.00
Project Administration		3,630.00		3,630.00
Mapping/GIS Expenses		3,000.00		3,000.00
Addnl. Expense				
Addnl. Expense				
Addnl. Expense				
	TOTAL	$ 64,130.00		$ 64,130.00

Use the form below to show the sources of your matching funds. Indicate if these funds are currently available or yet to be approved. If funds are yet to be approved, list the date for approval. If applicable, provide additional narrative related to the match.

Type of Matching Funds (Local/State/Federal)	Amount	Funding Source	Availability
n/a			
n/a			
TOTAL			

AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND
NC RESILIENT COASTAL COMMUNITIES PROGRAM GRANT FUND
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2022-2023

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The Grant Project Fund is to account for funds awarded for completing the engineering and design work for a Low Impact Development Demonstration Site at Beaufort County Community College.

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

REVENUES:

138-3530-443200	STATE GRANT REVENUE	$ 64,130

EXPENSES:

138-4945-544000	CONTRACT SERVICES	$ 57,500
138-4945-565000	PROJECT ADMINISTRATION	3,630
138-4945-567000	GIS/MAPPING EXPENSES	3,000
	TOTAL	$ 64,130

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

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

Section 5. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 6. This ordinance shall become effective upon its adoption.

This the 6th day of September 2022.

_____
Chairman

Attest:

_____
Clerk

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SUBGRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***1521

North Carolina Department of Environmental Quality
Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **BEAUFORT COUNTY** (the "Subgrantee"[1]). The assistance provided to the Subgrantee hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

Federal Agency: National Fish and Wildlife Foundation
CFDA No.: 11.473
FAIN No.: NA20NOS4730002

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (**Article 3 - The Local Government Budget and Fiscal Control Act**), the Subgrantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:

   a. Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A)
   b. State's General Terms and Conditions (Attachment B)
   c. Department of Coastal Management's Request for Applications ("RFA") (Attachment C)
   d. Subgrantee's Response to RFA, including scope of work, line-item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment D)
   e. Notice of Certain Reporting and Audit Requirements (Attachment E)
   f. Certification Regarding Lobbying (Attachment F)
   g. Certification Regarding Debarment (Attachment G)
   h. Certification Regarding Drug-Free Workplace (Attachment H)
   i. Certification Regarding Environmental Tobacco Smoke (Attachment I)
   j. Certification Regarding Conflict of Interest (Attachment J)

   Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

[1] The contract documents attached hereto may at times use alternative terms to describe the Subgrantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

4. **Contract Period.** This Agreement shall be effective from **the date of last signature** to **February 01, 2023**, inclusive of those dates.

5. **Subgrantee's Duties.** As a condition of the grant award, the Subgrantee agrees to:

   a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment D), adhering to all budgetary provisions set out therein throughout the course of performance.

   b. Ensure that all award funds are expended in a manner consistent with the underlying purposes of the Federal Grant Award.

   c. Comply with all terms, conditions, restrictions and requirements applicable to subgrantees under the Federal Grant Award.

   d. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.

   e. Comply with the applicable provisions of Notice of Certain Reporting and Audit Requirements (Attachment E).

   f. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.

   g. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.

   h. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.

   i. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, are made applicable to, and binding upon, any lower-tier subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Subgrantee hereunder.

   j. Take reasonable measures to ensure that any lower-tier subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, and (ii) provides such information in its possession as may be necessary for the Subgrantee to comply with such terms, conditions, restrictions and requirements.

6. **Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

   Pursuant to G.S. 143B-1361 (a), G.S. 143-48 and G.S. 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the **North Carolina Office of Historically Underutilized Businesses** at (919) 807-2330.

7. **Department's Duties.** The Department shall pay the Subgrantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. **Total Award Amount.** The total amount of award funds paid by the Department to the Subgrantee under this Agreement shall not exceed **SIXTY-FOUR THOUSAND ONE HUNDRED THIRTY DOLLARS ($64,130.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Federal	National Fish and Wildlife Foundation	11.473

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
$64,130.00	1601	532199	1625-625E

Subgrantee Matching Information:

[X] a. There are no matching requirements from the Subgrantee.

[ ] b. There are no matching requirements from the Subgrantee; however, the Subgrantee has committed the following match to this project:

	In-Kind	$
	Cash	$
	Cash and In-Kind	$
	Other / Specify:	$

[ ] c. The Subgrantee's matching requirement is $, which shall consist of:

	In-Kind	$
	Cash	$
	Cash and In-Kind	$
	Other / Specify:	$

[ ] d. The Subgrantee is committing to an additional **$0** to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **$64,130.00.** The Subgrantee represents that any contributions of its own shall be sourced from non-Federal funds.

9. **Invoice and Payment.** The award funds shall be disbursed to the Subgrantee in accordance with the following provisions:

a. The Subgrantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.

b. The Department shall reimburse the Subgrantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all

reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment D.

10. **Subgrantee's Fiscal Year.** The Subgrantee represents that its fiscal year is from July 01 to June 30.

11. **Availability of Funds.** The Subgrantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

12. **Reversion of Unexpended Funds.** The Subgrantee understands and agrees that any unexpended grant funds shall revert to the Department upon the termination of this Agreement.

13. **Supplantation of Expenditure of Public Funds.** The Subgrantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Subgrantee would otherwise expend to carry out the project or services described in the Award Proposal.

14. **Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Subgrantee Contract Administrator	Department's Contract Administrator
Brian Alligood, County Manager Beaufort County 121 West 3rd Street Washington, NC 27889 Telephone: 252-946-0079 Email: brian.alligood@beaufortcountync.gov	Mackenzie Todd NC DEQ DCM 400 Commerce Ave Morehead City, NC 28557 Telephone: 252-515-5434 Email: mackenzie.todd@ncdenr.gov

15. **Assignment.** The Subgrantee may not assign its obligations or its rights to receive payment hereunder.

16. **Procurement.** The Subgrantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:

    a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Subgrantee shall be contracted without prior written approval from the Department.

    b. In the event the Subgrantee or any subrecipient of the Subgrantee contracts for any of the work to be performed hereunder, the Subgrantee shall not be relieved of any duties or responsibilities herein set forth.

    c. The Subgrantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C. G.S. 143-133.3, G.S. 143-59.1, G.S. 143-59.2 or G.S. 147-86.60.

17. **Subawards.** The Subgrantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subgrantee of any duties or responsibilities herein set forth.

18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Subgrantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Subgrantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Subgrantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Subgrantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Subgrantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. **E-Verify.** To the extent applicable, the Subgrantee represents that it and each of its lower-tier subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes (**Article 2 - Verification of Work Authorization)**, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.

21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.

22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

.

BEAUFORT COUNTY

By_____
Subgrantee's Signature

_____
Printed Name and Title

_____
Organization

_____
Date Signed

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By_____
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director
Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Division/Section

_____
Date Signed

ORIGINAL

North Carolina
RESILIENT COASTAL COMMUNITIES PROGRAM

2022 Phase 3 Application Cover Sheet

Local Government: Beaufort County

Lead Project Administrator: Brian Alligood, County Manager

Lead Applicant Address: 121 W 3rd Street
Street Address

Washington, NC 27889
City, State and Zip Code

Phone: 252-946-0079 Email: brian.alligood@co.beaufort.nc.us

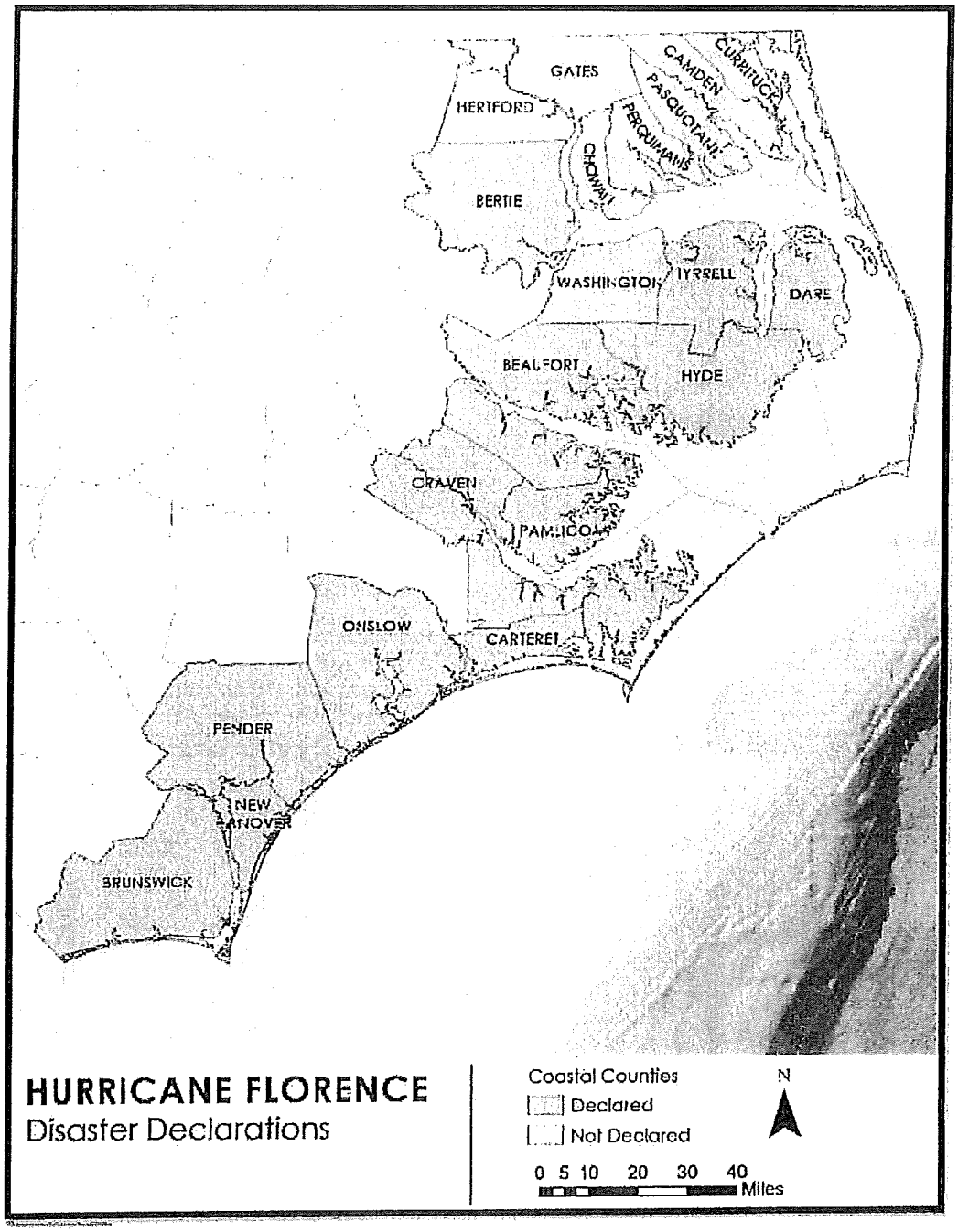
Is your community located in a Hurricane-Florence declared county? YES ☑ NO ☐

(Projects in these counties are required to have a Nature-based or hybrid component. See Map 1.)

Signature: Brian Alligood

Date: 6/1/22

Map 1: Hurricane Florence Declared Counties



North Carolina
RESILIENT COASTAL COMMUNITIES PROGRAM

2022 Phase 3 Application

A. Project Details: RCCP communities; this information was identified in your Resilience Strategy (see RCCP Planning Handbook, pg. 26)

1. Project Name: Low Impact Development Demonstration Site – Beaufort County CC

2. Project Type:

a. Engineering & Design ☑

b. Development of ordinances or policies to further resiliency in the community ☑

3. Project Summary (provide a concise summary of the work to be done, including why the project is necessary)

This project proposes to construct a Low Impact Development (LID) Demonstration Site on the Beaufort County Community College campus. This hybrid solution will be combined with the development of educational materials for developers and homeowners to learn about different nature-based and hybrid options that can be implemented on future residential or commercial projects, ultimately reducing stormwater runoff. Specifically, this site will include a bio-retention cell, rain garden, pervious parking spaces, and water diversion techniques. These LID techniques will be accompanied by on-site educational signs. Pamphlets and other educational materials will be available on campus and throughout the county that highlight these LID efforts. This project will be an effort to familiarize and educate the community with these LID options. This will allow the county to implement these techniques in other areas with the support of the community in order to reduce stormwater runoff and increase infiltration. This project complements the constructed stormwater wetlands developed on campus by Sound Rivers.

4. Hazards addressed by the project:

Hazards addressed by the project include flooding/flood zones, storm surge, and sea level rise.

5. **Project Estimated Cost:** $ 64,130

6. **Potential Implementation Funding Sources:**

Potential funding sources include the RCCP, North Carolina Land and Water Fund, Natural Resources Conservation Service Environmental Quality Incentives Program (EQIP), American Rescue Plan Act (ARPA), Golden Leaf Mitigation Fund, FEMA Hazard Mitigation Grant Program (HMGP), NCDEQ-DWR Water Resources

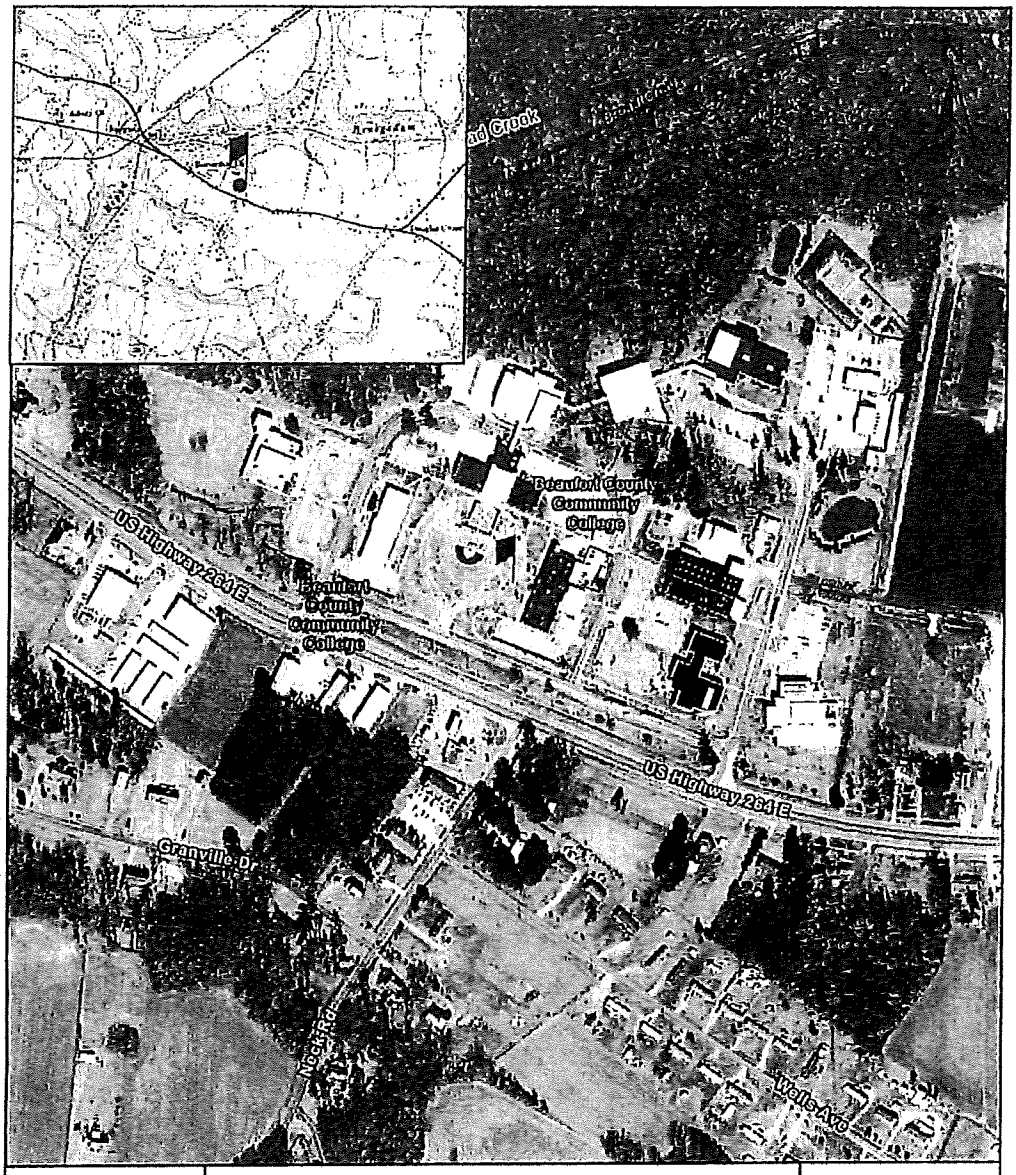
7. **Potential project partners:**

Potential project partners include Beaufort County Community College administration, and environmental science faculty and students to approve, fund, care for and maintain the bio-retention plants. Sound Rivers is another potential project partner.

8. **Projected estimated timeline:** 1-3 years

9. **Priority rating (High, Medium, or Low):** High

10. **Project Map (attach to your application):**



Legend

Project Area

Low Impact Development Demonstration Site Vicinity Map

This project proposes to construct a Low Impact Development Demonstration Site on the Beaufort County Community College campus. This hybrid solution will be combined with the development of educational materials for developers and homeowners.

Beaufort County , NC

Scale:

0 200 400

US Feet

Project Outcomes:

1. Please provide a list of outcomes (environmental, social, and economic) that will result from this project.

The proposed project would increase hazard and risk awareness and promote resiliency and sustainability throughout the county by educating residents, property owners, and developers on different cost-effective, hybrid and nature-based solutions that reduce direct water flow into the storm-water system, improve water quality, and mitigate flooding.

2. How does this project address the identified hazards and increase resiliency to these hazards? Refer to your Resilience Strategy.

This project would increase resiliency awareness in the community helping to address identified hazards such as flooding, storm surge and sea level rise.

Project Narratives: If necessary, please use additional pages.

1. **Did your community participate in Phases 1 and 2 of the RCCP? If no, please illustrate how you meet the requirements outlined in the RCCP Planning Handbook by using the Resilience Strategy Matrix below.**

   Yes, we do not need to complete the Resilience Matrix

2. Please describe the project's nature-based or hybrid components.

This project will construct a LID demonstration site including nature based components such as a bio-retention cell and rain garden, and hybrid solutions such as pervious/porous parking spaces, rainwater harvesting systems, and

3. How does this project rank in your prioritization list in the Project Portfolio or other resilience planning documents? If not ranked first, please describe why this this project was chosen?

This project was rated as the highest priority project as a result of assessments, analysis and input from Phases I and II.

4. How does this project meet your community's visions and goals identified in your RCCP Resilience Strategy or other resilience planning documents?

The project would support Beaufort County's vision of increased resilience to coastal hazards through implementing pro-active measures and providing education to help to prevent or minimize future damage. It would also aid the county in being able to quickly rebound from all hazard events, thereby

5. How does this project benefit the socially vulnerable populations identified in your RCCP Resilience Strategy or other resilience planning documents?

Traditionally disadvantaged, environmental justice populations, such as low income and minority residents and residents covered under Title VI such as elderly and disabled populations, that are particularly vulnerable to the impacts of flooding, will benefit from this project through the educational materials and the increased emphasis on resiliency in the community.

North Carolina
RESILIENT COASTAL COMMUNITIES PROGRAM

Resilience Strategy Matrix

If you did not participate in Phases 1 and 2 of the RCCP, please provide documentation showing how you meet the requirements by linking where these strategies are met in your specific documents. If you participated in Phases 1 and 2 of the RCCP this matrix is not required.

Resilience Strategy Requirements	Documentation showing you meet the Resilience Strategy requirement
Community Resilience Vision & Goals	*Insert document(s) name and page #'s and link if available*
Any community goals/vision that have a focus on building resilience. These may be found in existing plans or ordinances.	
Community Action Team	
Planning Board, Floodplain Management Committee Members, or any community group that has met on multiple occasions to discuss the community's vision/goals towards resilience.	
Stakeholder Engagement Strategy	
A document that details how you communicate with your community, especially any vulnerable populations (via Town Meetings, email distribution lists, informational brochures, and webpages, etc.)	
Review of Existing Plans and Efforts	
You have reviewed existing planning documents (Land Use Plan, Hazard Mitigation Plan, Capital Improvement Plans etc.) and are familiar with your existing plans and ongoing efforts.	
Risk & Vulnerability Assessment Report	
You have access to data from your Regional Hazard Mitigation Plan or have had recent assessments conducted.	n/a
Project Portfolio	
A list of potential projects that have been identified by staff and/or the community. These might be found within a Floodplain Management Plan, or Council minutes.	
Additional files	
These can include maps or any other pertinent documents.	

North Carolina
RESILIENT COASTAL COMMUNITIES PROGRAM

2022 Phase 3 Project Budget

Lead Applicant Beaufort County

Project Name Low Impact Development Demonstration Site -- Beaufort County CC

This form below must be completed and included with your application. Round project costs to the dollar.

Local cash match contributions are not required and should only be included in the chart below if they are necessary to complete the project.

Project Elements		Requested Amount	Local Match	Total Cost
Item				
Outside Consultants		57,500.00		57,500.00
Project Administration		3,630.00		3,630.00
Mapping/GIS Expenses		3,000.00		3,000.00
Addnl. Expense				
Addnl. Expense				
Addnl. Expense				
	TOTAL	$ 64,130.00		$ 64,130.00

Use the form below to show the sources of your matching funds. Indicate if these funds are currently available or yet to be approved. If funds are yet to be approved, list the date for approval. If applicable, provide additional narrative related to the match.

Type of Matching Funds (Local/State/Federal)	Amount	Funding Source	Availability
n/a			
n/a			
TOTAL			

North Carolina
RESILIENT COASTAL COMMUNITIES PROGRAM

2022 Phase 3 Project Timeline

The purpose of the timeline is to establish benchmarks during the project period to ensure timely completion. Progress monitoring will occur at 2-month intervals for the duration of the 6 month contract. The schedule is meant to be an aid for measuring the progress of the project and a guide to making adequate contract adjustments when necessary.

	Period 1		Period 2		Period 3	
Tasks	1	2	3	4	5	6
Conceptual Planning	X					
Survey/Evaluation	X					
Phase 1 Design (25%)		X	X			
Phase 2 Design (65%)			X	X		
Final Design (100%)					X	X

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** September 6, 2022

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105330.531305	ARPA – Older Americans (Exp.)	$121,880	
100222.493455	ARPA – Older Americans (Rev.)	$121,880	

Department Justification:
Per federal disaster declarations related to the COVID-19 pandemic, the Administration on Community Living has awarded funding from the American Rescue Plan Act (ARPA) for various services under the Older Americans Act. Mid-East Commission Area Agency on Aging has allocated $121,880 to Beaufort County DSS. This funding will be used to increase capacity of congregate and home-delivered meals. These funds must be expended by September 30, 2024. Since this funding is spread over multiple years, there is a multi-year service agreement, and we are seeking permission for the DSS Director to sign this agreement.
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	Melanie Congrews	8/29/2022
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. _____	

14/15

DAAS-735_ARPA
(Revised 02/2022)

Mid-East Commission

Ocotber 1, 2021 through September 30, 2024

Service Agreement for

The American Rescue Plan Act (ARPA)

This Agreement, entered into as of this 1st of October 2021 through September 30, 2024, by and between Beaufort County Department of Social Services (hereinafter referred to as the "Provider") and the Mid-East Commission Area Agency on Aging, (hereinafter referred to as the "Area Agency").

The American Rescue Plan Act (ARPA)
Per federal disaster declarations related to the COVID-19 pandemic, the Administration on Community Living (ACL) has awarded funding from the American Rescue Plan Act (ARPA) for various services under Title III B and III-C of the Older Americans Act. Funds must be expended on allowable Older Americans Act activities as defined within the Act, as well as in accordance with state and local policies. Funds must be accounted for, tracked, and reported separate from recurring Older Americans Act or Home and Community Care Block Grant (HCCBG) funding.

WITNESSETH that:

WHEREAS, the Area Agency desires to engage the Provider to render services in connection with an activity(ies) financed in full or part by the ARPA Act.

WHEREAS, the Provider desires to render such services in connection with the said activity(ies).

WHEREAS, funds must be expended on allowable Older Americans Act activities as defined by the Older Americans Act and state and local policy, and

WHEREAS, the Area Agency and the Provider agree to the terms and conditions for provision of aging services in connection with activities financed in part by ARPA and authorized under Title III-B and/or Title III-C of the Older Americans Act, provided to the Area Agency from the United

States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS), as set forth in a) this document, b) related administrative letters on the federal disaster grants issued by the Division of Aging and Adult Services to convey the flexibilities, requirements for allowable expenditures and documentation of service delivery, and other applicable flexibilities and waivers permitted under ARPA and Major Disaster Declaration, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards and, e) the Division of Aging and Adult Services Community Service

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Provider shall be the same as those specified on the ARPA Signed Summary for the period stated above as deemed necessary for a prompt and efficient response under the Major Disaster Declaration.

2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of ARPA funding by the Council.

3. Funding Allocation: Funds may be adjusted by the Area Agency based upon funding available and use of funds by Provider at any time. Funding will be based on the DAAS-732.

4. Project Period: Eligible expenses incurred between October 1, 2021 through September 30, 2024 are eligible for reimbursement under ARPA funding. All efforts should be made to provide increased capacity of services throughout the project period. This agreement is issued during a Major Disaster Declaration (MDD) related to COVID-19 which allows for flexibilities granted by the US Department of Health and Human Services, Administration on Community Living. These flexibilities end when the Major Disaster Declarations has ended; however, obligations entered into under this contract during the Major Disaster Declaration period, including flexibilities under the MDD, will be in place until the obligation is liquidated or the obligation period ends.

5. Grant Administration. The grant administrator for the Area Agency shall be Annette Eubanks, Area Agency Administrator. The grant administrator for the Provider shall be , Angela Spencer, Aging and Adult Services Supervisor. It is understood and agreed that the grant administrator for the Provider shall represent the Provider in the performance of this Agreement. The Provider shall notify the Area Agency in writing if the administrator

changes during the grant period. Specific responsibilities of the grant administrator for the Provider are provided in paragraph eight (8) of this Agreement.

6. Assignability and Contracting. The Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with ARPA funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, MEC, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards, except for those services purchased in response to, and during the active period of the Major Disaster Declaration for North Carolina due to the COVID-19 pandemic, as declared by the Governor effective January 20, 2020 and continuing. Federal funds shall not be awarded to any subreceipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over $100,000 from a vendor that has been suspended or debarred from Federal grant programs.

7. Compensation and Payments to the Provider. The Provider shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly as available by the Council. The total Federal Reimbursement amount of program cost is earned after the units of service, service activity have been entered into the Aging Resources Management System (ARMS) by the 11th of each month. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of applicable ARPA funding. The provider agrees not to use ARPA funds to replace (or supplant) other funding already appropriated for programs and services. ARPA funds should be used to increase existing service levels and to expand services.

(a) Reimbursement of Service Costs

Providers must have a method of projecting service costs based on estimated revenues and expenses, in order to receive adequate reimbursement as well as show reasonable and justifiable costs. Reimbursement of service costs will be based on the DAAS-732-A-ARPA Service Cost Computation Worksheet and the DAAS 732-A-1-ARPA Labor Distribution Form or comparable formats to develop unit and non-unit costs such as previously utilized HCCBG forms.

(b) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals is not allowable under the ARPA funding.

8. Collection of Non-Federal Matching Resources. There is no match requirement for the Provider for direct services delivered through the ARPA funding.

9. Reallocation of Funds and Budget Revisions. Any reallocation of ARPA funding between providers or counties shall be voluntary on the part of the Provider. The reallocation of ARPA funds between counties will not affect the allocation of future funding to the Provider. The AAA will monitor the spending rate of funds awarded and retains to authority to redistribute funds if funds within the are being underutilized by a provider and there is no spending plan to use all the funds.

   Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System.

10. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in this agreement and as outlined in administrative letters concerning the ARPA federal disaster grants issued by the Division of Aging and Adult Services to convey the requirements for allowable expenditures and documentation of service delivery to eligible older adults.

    The Counties and/or the Provider will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

    a. Consumer Contributions The requirements of the Older Americans Act (OAA) for the solicitation and receipt of voluntary contributions from older adults for nutrition services are not waived.

11. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the Provider.

    The decision of the LRO is final unless within twenty (20) days of receipt of such decision the grant administrator for the Provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the grant administrator for the Provider of its appeal procedures and will inform the Area Agency that an appeal has been filed.

Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
693 Palmer Drive
2101 Mail Service Center
Raleigh, North Carolina 27699-2101

12. Termination for Cause. If through any cause, the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the Provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners or Provider's Executive Officer written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

13. License and Permits: The Provider shall maintain all required licenses, permits, bonds, and insurance required for carrying out contractual services. The Provider shall notify the Area Agency immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds or insurance shall be a basis for the Area Agency to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.

14, Approval of Subcontract or Assignability: The Provider shall not assign all or any portion of its interest in this agreement, nor shall any of the work or services to be performed under this Agreement by the Provider be subcontracted, without the prior written approval of the WPCOG.

15. Audit. The Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services, and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local

Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency. Providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book** audit if the provider receives less than $500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at https://www.osbm.nc.gov/management/grants.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting
• Less than $25,000 in State or Federal funds	Certification form and State Grants Compliance Reporting <$25,000 (item # 11, Activities and Accomplishments does not have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
• Greater than $25,000 and less that $500,000 in State Funds or $750,000 in Federal Funds	Certification form and Schedule of Grantee Receipts >$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
• $500,000 + in State funds but Federal pass through	Audited Financial Statement in compliance with GAO/GAS (i.e.	May use State funds, but not Federal Funds

in an amount less than $750,000	Yellow Book)	
• $500,000+ in State funds and $750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
• Less than $500,000 in State funds and $750,000+ in Federal pass-through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds but not State funds.

16. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, the County and/or the Provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community Provider for any reason, the County of the Provider shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph ten (10). The only exception is if the Area Agency is approved to provide direct services under the FFCRA and expenditures are disallowed by the Division of Aging and Adult Services. In this case, the Area Agency is responsible for any disallowed costs. The Area Agency can recoup any required payback from the County and/or the Provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

17. Indemnity. The Provider agrees to indemnify and save harmless the Council, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the Provider as allowed.

18. Equal Employment Opportunity and Americans with Disabilities Act Compliance. The Provider, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.

19. Data to be Furnished to the Provider. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the Provider shall be furnished to the Provider without charge by the Area Agency. The Area Agency, its agents, and

employees, shall fully cooperate, with the Provider in the performance of the Provider's duties under this Agreement.

20. Rights in Documents, Materials and Data Produced. The Provider agrees that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the Provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Provider.

21. Interest of the Governing Board. The Governing Board covenants that neither the Governing Board nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.

22. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function

or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.

23. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.

24. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the Provider to engage in any activity designed to influence legislation or appropriations pending before Congress.

25. Confidentiality and Security. Any client information received in connection with the performance of any function of a community Provider or its subcontractors under this

Agreement shall be kept confidential. The community Provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

26. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant and other services necessary to provide emergency response funded through the ARPA funding. Information on retention requirements is posted at and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at .

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community Provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

27. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the Provider have executed this Agreement as of the day first written above.

Provider

By:_____ _____
Authorized Official Title

_____
Print Name

Area Agency

By:_____ _____
Executive Director, Lead Regional Organization Print Name

By: _____ _____
Area Agency Director Print Name

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
FINANCE OFFICER, Lead Regional Organization

NC Division of Aging and Adult Services
DAAS-732-ARPA
Provider: Beaufort County DSS
Address: 632 W 5th St, Washington, NC 27889
County: Beaufort

COVID-19 EMERGENCY RESPONSE:
American Rescue Plan Act of 2021 (ARPA)
THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT
October 1, 2021 through September 30, 2024
Provider Services Summary

REVISION #1 , DATE : 8/19/2022

	Service Delivery (Check one)		A				B	C	D	E	F	G	H	I
			ARPA Funding				Local Match NOT Required	Net* Service Cost	NSIP NOT Allowed	Total ARPA Funding	Projected Units	Projected Reimbursement Rate	Projected Clients	Projected Total Units
ARPA	Direct	Purchased	Access	In-Home	Other	Total								
Congregate (062)	X				$ 38,660	38660	0	$ 38,660	0	$ 38,660	4679	8.2625		4679
Congregate non-unit (907)	X				$ 7,000	7000		$ 7,000	0	$ 7,000	0	0.0000		0
Home-delivered meals (061)	X			$ 76,220	$ -	76220		$ 76,220	0	$ 76,220	9518	8.0079		9518
								$ -	0					
							0	$ -	0	$ -				
							0	$ -	0	$ -				
							0	$ -	0	$ -				
							0	$ -	0	$ -				
							0	$ -	0	$ -				
							0	$ -	0	$ -				
							0	$ -	0	$ -				
							0	$ -	0	$ -				
Total			$ -	$ 76,220	$ 45,660	$ 121,880	0	$ 121,880	0	$ 121,880	14197		0	14197

Community Service Provider
Melanie Congress, Director
Authorized Signature, Title
8/26/2022
Date

IF APPLICABLE:
Signature, Chairman, Board of Commissioners
Date

DAAS-732-COVID (2020)

Beaufort County
Finance

Budget Amendment Request

Department: HEALTH **Date of Request:** 9/6/22

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100600-460000	Misc Health Grants		$3,000
105158-519316	Behavioral Health Community Grant		$3,000
109991-499100	Appropriated County Fund Balance		$15,627
105158-519315	KBR Substance/Behavioral Health Grant		$15,627

Department Justification: Correction on Community Grant and KBR Grant Carryover.

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		8/10/22
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Appointing Review Officer(s) Resolution

WHEREAS, G.S. 47-30.2 requires Board of County Commissioners in each County, by resolution, to appoint a person or persons as Review Officer to review each plat before it is recorded and certify that it meets statutory requirements for recordings; and

WHEREAS, it is the desire of the Beaufort County Board of Commissioners to insure an expeditious review of all maps and plats as required by G.S. 47-30.2 before they are presented to the Register of Deeds for recording.

NOW, THEREFORE, BE IT RESOLVED, effective immediately, Joshua Hollis, Lloyd Salter, Anthony Garris, and Chris Birdsong are hereby appointed to perform all responsibilities as required for Review Officer under the appropriate North Carolina General Statutes.

BE IT FURTHER RESOLVED that a copy of this Resolution designating the Review Officers be recorded in the Beaufort County Register of Deeds Office and indexed in the name of the Review Officers.

Adopted this the 6th day of September, 2022.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board of Commissioners

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. _____ 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 Chad Dixon Sex: M
Residence Address: 727 Foreman Lane Race: W
City and Zip Code: Belhaven NC 27810

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

Home Phone No.: 252-964-0727
Cell Phone No.: 252-943-1234
Work Phone No.: N/A
Fax No.: N/A

Employer: Self
Job Title: Commercial Fisherman

E-mail Address: lilHlecreekseafood1@gmail.com

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

Educational Background:
Name of High School Attended: Rungo Academy
Name of College Attended: East Carolina University
Degree Received: BS Criminal Justice

Please list any military experience: none

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

N/A

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

Work Experience: Commercial Fisherman
Beaufort County Magistrate

Volunteer Experience: Belhaven Fire Dept

If I am appointed to serve on one or more boards, I will agree by signing an Affirmation of Understa and abiding by the Board of Commissioners policy for Appointment to Boards.

Signature: [signature]
Date: 8/15/22

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

** NOTE: When applying for a Beaufort County Board or Commission, your application is conside public record. The Board Appointment Policy requires that applications be on file in the Clerk' 15 days prior to consideration for appointment.

***Interest to Serve forms remain current for two (2) years. After two (2) years you should conta the Clerk to the Board's office to update your form.

ADDENDUM 2

Public Hearing – 22/23 NC Division of Coastal Management Public Beach and Coastal Waterfront Access Grant Application

MID-EAST COMMISSION

Grant Writing Services Contract
August 01, 2022 – September 30, 2022

THIS AGREEMENT, made this ____ day of _____ 2022, by and between the Mid-East Commission, hereinafter called the "Commission," and Beaufort County, North Carolina, hereinafter called the "County."

WITNESSETH

WHEREAS, the Commission operates to provide Planning and Technical Assistance to Local Governments in Region Q, and

WHEREAS, the County, has requested the assistance of the Commission.

NOW, THEREFORE, the Commission and the County mutually agree as follows:

1. Employment and Scope of Work

The County hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the work as described in the detailed "Scope of Services" set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. Length of Contract

The work of the Commission shall commence on or after the 1st day of August 2022, and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract and all conditions of this contract shall expire on the 30th day of September 2022.

3. Compensation and Method of Payment

The County will pay the Commission a lump sum of $2,500.00 for the services provided hereunder. Services provided are described on page 4, Exhibit A, Scope of Services.

The Commission will issue an invoice to the County upon project completion. The County will issue a check to the Commission upon receipt of the agreed upon services as set forth in Exhibit A.

4. Termination of Contract for Cause

If, for any cause, the Commission shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Commission shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall, thereupon, have the right to terminate this Contract by giving written notice to the Commission of such termination forty-five (45) days before such effective date. During the forty-five day notification period, the Commission shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Commission shall be entitled to receive just and equitable compensation for all satisfactory work completed.

The Commission may also terminate this contract for any reasons associated to its workload, time constraints, and the like. If the Commission feels that it cannot complete the work for any of the aforementioned reasons, it shall have the right to terminate this contract by giving written notice to the County of such termination forty-five (45) days before such effective date.

5. Changes

The County may from time to time request changes in the Scope of Work or services to be performed by the Commission hereunder. Such changes, including any increases or decreases in the Commission compensation, which are mutually agreed upon by and between the County and the Commission, shall be incorporated as written amendments to the Contract.

6. Records

The Commission shall maintain financial records pertaining to this Contract for three years after final settlement of the Contract or until cleared by audit.

7. Access to Records

The Commission shall have access to all pertinent records of Beaufort County to assist the Commission staff in providing planning and technical services and as a part of this contract to assure that proper recordkeeping is maintained.

8. Interest of Contractor

The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Commission further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

9. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Commission under this contract which requests to be kept confidential shall not be made available to any individual or organization other than the County.

11. Complete Agreement

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

By:_____
Bryant Buck, Executive Director
Mid-East Commission

By:_____
Frankie Waters, Chairman
Beaufort County County of Commissioners

Date:_____

Date:_____

Attest:_____

Attest:_____

This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal Control Act.

Signed: _____
Finance Officer

Date: _____

EXHIBIT A

SCOPE OF SERVICES

For consideration of a lump sum of $2,500.00, the Mid-East Commission will make available to Beaufort County, the following Planning services:

PROFESSIONAL SERVICES:

1. Preparation and submittal of a DCM Public Beach and Coastal Waterfront Access Grant application for improvements at the Wright's Creek Park site on behalf of the county.

ADDENDUM 3

US Motto Signs

BIOGRAPHY

We are delighted to report to you that one hundred and nine (112) entities have voted "yes" to display "In God We Trust" in and on their government buildings. Thus far 250 plus displays have been permanently installed in 63 NC counties and 49 town halls. In addition to providing these permanent displays on public buildings, some 60 plus N.C. sheriff departments, 40 plus police departments, and 30 plus fire department fleets have installed over 3500 "In God We Trust" reflective decals on their vehicles. All of this is a result of the efforts by the US Motto Action Committee, which after procuring the approvals by the government bodies, pays for all the cost of these displays.

It all began on November 26, 2002, when with a desire to promote patriotism; Rick Lanier led the Davidson County Board of Commissioners to publicly display "In God We Trust' on the exterior of the Davidson County Governmental Center, on which the installation was completed December 29, 2002. December 30, 2002 Rick co-founded the US Motto Action Committee.

On June 24, 2003 two ACLU funded attorneys filed a Federal lawsuit against Davidson County citing that the motto violated the "Separation of Church and State". Due to the proactive efforts of the USMAC the Davidson County Board of Commissioners unanimously decided to accept the assistance of the NC Association of County Commissioners and fight the lawsuit, all agreeing that it was worth the fight. In May 2004, U.S. District Court Judge William Osteen, Sr. dismissed the lawsuit, citing no church/state conflict. On May 13, 2005 the U.S. 4th Circuit Court of Appeals affirmed Judge Osteen's opinion. Then in finality, on November 14, 2005 the U.S. Supreme Court refused to hear the case, thus making the 4th Circuit Court of Appeals ruling case law. (Ref. 407F 3d 266 Lambeth v. The Board of Commissioners of Davidson County, North Carolina, Case No. 04-1753 4th Circuit Court of Appeals).

The mission statement of the USMAC is *To defend, promote and assist in the awareness and furtherance or our U.S. motto, "In God We Trust" on public buildings, structures, monuments, the printed page, and to encourage our Godly Heritage in various other aspects.* The immediate goal of the USMAC is to reach all 100 NC counties and as many town halls as possible with a request to prominently and proudly display our great motto.

For the last 6 years we have made it our goal on tirelessly contribute many hours of our time in making this effort a reality. We do all this with a deeply held conviction that our Nation's identity and spiritual heritage are worth the effort. Many county and city leaders have shared the same conviction, which has resulted in this organization's overwhelming success.

Updated July 8, 2022



USMAC Mission

To defend, promote and assist in the awareness and furtherance of our U. S. Motto, "In God We Trust," on public buildings, structures, monuments, the printed page, and to encourage our Godly Heritage in various other aspects.

USMAC Board

David White, Chair (336) 239-0473
davidmwhite7@aol.com
Rick Lanier, Vice Chair (336) 798-7700
7thheaven@windstream.net
Pastor Mark Smith, Secretary (336) 306-6476
MSDKSmith@icloud.com
Fred McClure, Treasurer (336) 249-9269
fred@fredmcclure.com
Dr. Ron Baity, Chaplain (336) 785-0529
rbaity4520@aol.com
Dr. Richard Callahan (336) 259-9113
richardd.callahan@gmail.com

What you can do!

Pray

* For municipalities to vote "Yes" to display our National Motto-*In God We Trust.*
* For pastors to catch our vision and motivate their members in our mission.
* For patriotic individuals to get involved in their local community.

Promote

* Contact your city or county commissioners to request the U.S. Motto be displayed.
* Ask your pastor or civic organization to invite a member of the USMAC to share our mission.
* Get involved! One active, energetic voice can make a tremendous difference.

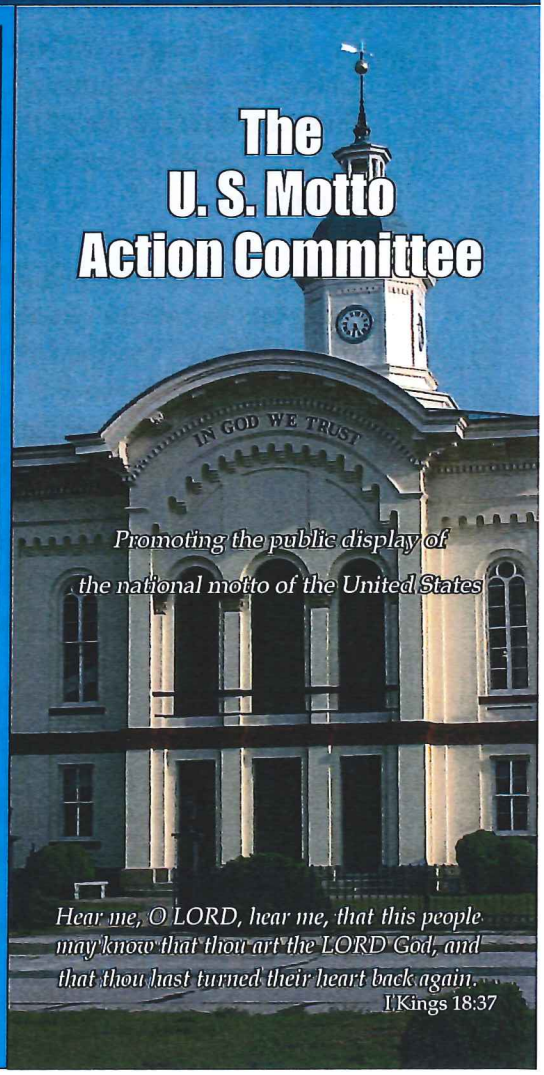
Provide

* USMAC incurs ALL costs to display the U.S. Motto on government buildings.
* We depend on churches and patriotic individuals to meet these needs.
* Costs range up to **$2,500** per location
* Become a *USMAC Partner* with a **One Time Gift** to promote a permanent and public reminder of America's Godly Heritage.

If the foundations be destroyed, what can the righteous do?
Psalm 11:3

Donations may be mailed to:
USMAC
P.O. Box 1351
Lexington, NC 27293
(336) 798-7700 usmotto02@gmail.com

The U. S. Motto Action Committee



Promoting the public display of the national motto of the United States

Hear me, O LORD, hear me, that this people may know that thou art the LORD God, and that thou hast turned their heart back again.
I Kings 18:37



The U.S. Motto Action Committee
actively encourages local elected officials
across NC and our nation to display the National Motto.
Our purpose is to promote America's Christian heritage with the hope
that hearts would turn back to Him.
II Chronicles 7:14

We believe God gave birth to the
U.S. Motto Action Committee.

A Brief History

August 2002
With a desire to promote patriotism, David White petitioned Commissioner Rick Lanier to place the national motto, *In God We Trust*, on the Davidson County Governmental Center.

November 26, 2002
Commissioner Lanier led the Davidson County Commissioners to approve the display of our National Motto.

December 29, 2002
The US Motto was publicly displayed on the Davidson County Governmental Center.

December 30, 2002
In an effort to promote America's Godly Heritage, David White, Rick Lanier, Todd Clark, and Fred McClure formed the US Motto Action Committee. Shortly thereafter, Pastor Ron Baity was added as Committee Chaplain.

June 24, 2003
Two ACLU-funded attorneys sued Davidson County citing the public display of the Motto violated the "separation of church and state."

August 12, 2003
Due to the proactive efforts of the USMAC, the Commissioners unanimously decided to fight the lawsuit

May 2004
U. S. District Court Judge William Osteen, Sr. dismissed the lawsuit, citing no church/state conflict

May 13, 2005
The U. S. Fourth Circuit Court of Appeals affirmed Judge Osteen's opinion.

November 14, 2005
The U. S. Supreme Court refused to hear the case. The decision of the Fourth Circuit Court of Appeals became case law.
Ref: *Lambeth and Lea vs. Davidson County, NC # 04-1753*



Approved on 2/10/2015

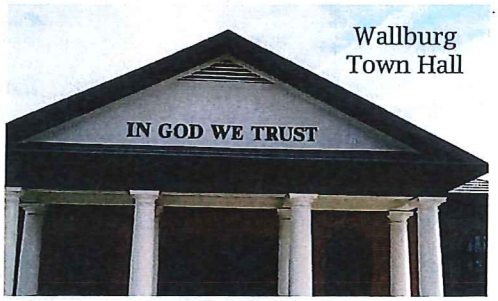


Approved on 3/02/2015

"If we ever forget that we are One Nation Under God,
then we will be one nation gone under." *Ronald Reagan*



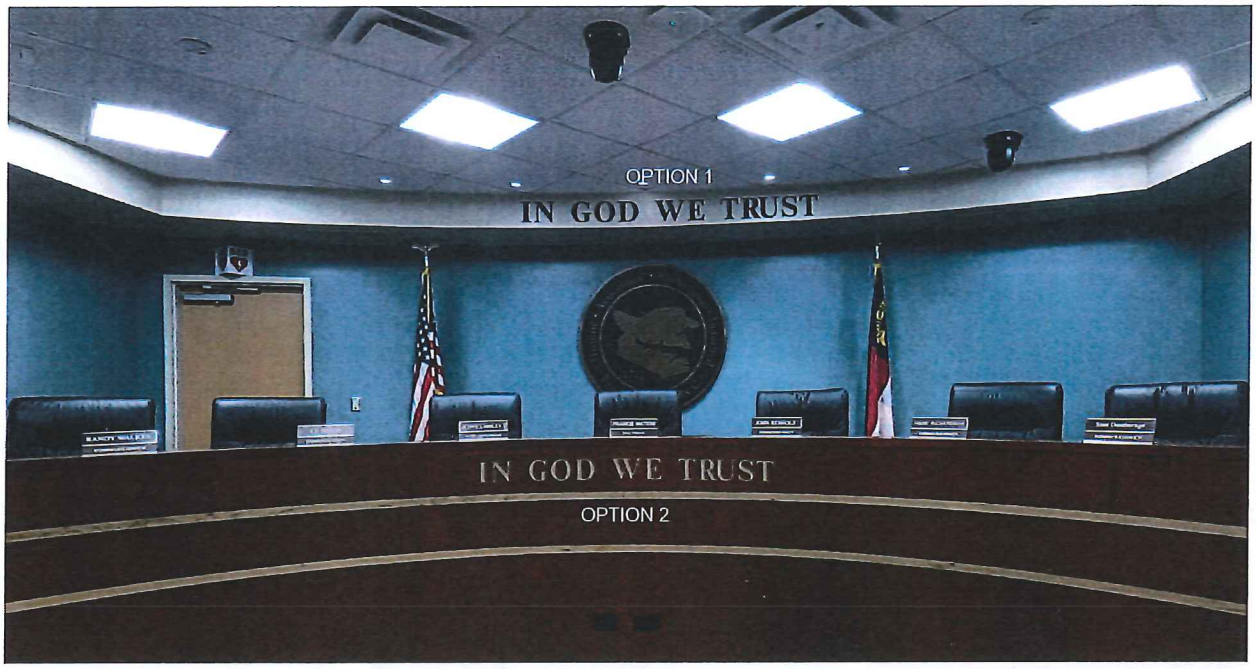
Approved on 3/02/2006

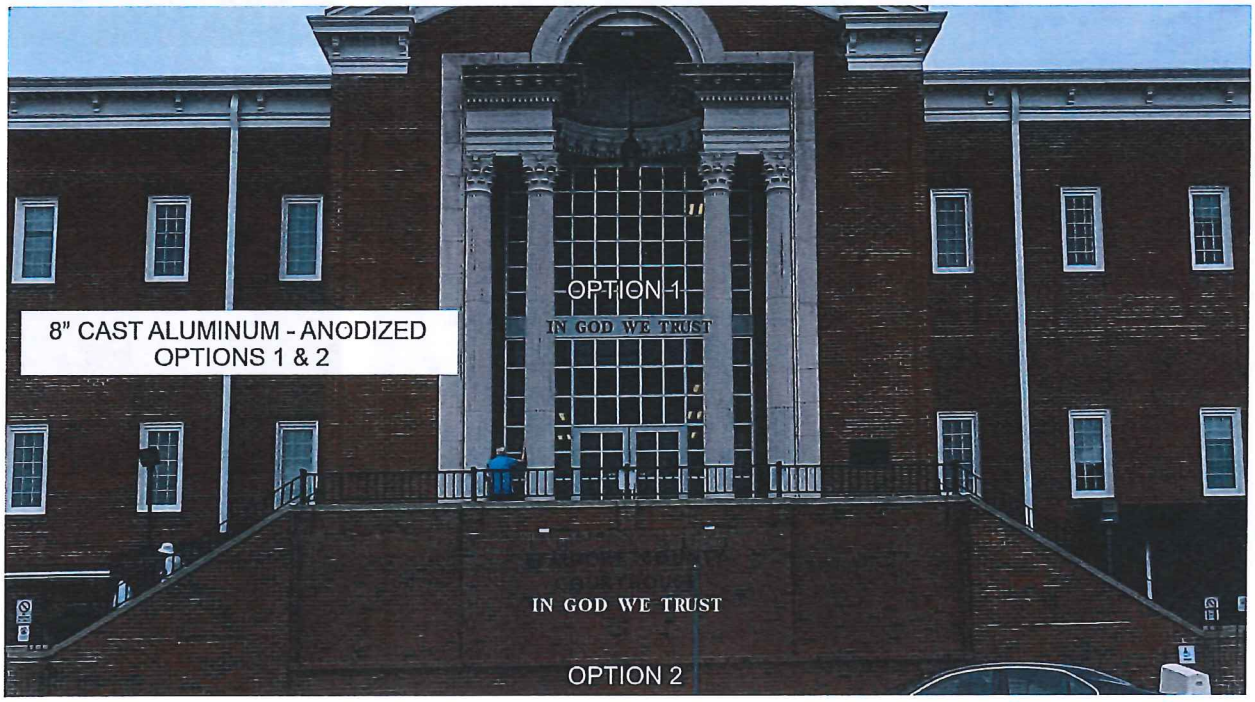


Approved on 12/09/2014

To join our effort to publicly display the U.S. Motto on your city or county building,
contact us at (336) 798-7700 or *usmotto02@gmail.com.*

6" LETTERS FLAT CUT ACRYLIC – OPTIONS 1 & 2





ADDENDUM 4

Essential Single-Family Rehabilitation Loan Policy

Beaufort County

Assistance Policy

For the 2022 Cycle of the
Essential Single-Family Rehabilitation Loan Pool

What is the Essential Single-Family Rehabilitation Loan Pool?

Beaufort County has been awarded Membership by the North Carolina Housing Finance Agency ("NCHFA") under the 2022 Cycle of the Essential Single-Family Rehabilitation Loan Pool ("ESFRLP"). This program provides Members with funds via a "loan pool" to assist with the rehabilitation of moderately deteriorated homes that are owned and occupied by lower-income, special need households. ESFRLP assists eligible households by facilitating aging in place, meeting minimum housing code requirements, promoting long-term affordability, lowering operating costs, and stabilizing pre-1978 homes that include children aged 6 or under whose health is threatened by the presence of lead hazards.

Beaufort County has been allocated an initial set-aside of $162,000 which it plans to apply toward the rehabilitation of three houses in Beaufort County. After demonstrating successful use of this allocation, the County may access additional funds, when available, on a unit-by-unit basis from the ESFRLP loan pool to assist additional homes.

This Assistance Policy describes who is eligible for assistance under ESFRLP, how applications for assistance will be ranked, what the terms of assistance are, and how the rehabilitation process will be managed. Beaufort County has designed the ESFRLP project to be fair, open and consistent with its approved application for funding and with ESFRLP Program Guidelines.

The funds provided by NCHFA come from the US Department of Housing and Urban Development's (HUD) Federal HOME Investment Partnerships Program. Assistance for construction-related costs (hard costs) will be provided as no interest, no payment loans which are forgiven at the rate of $8,000 per year. Non-construction-related costs (soft costs including lead/asbestos inspections/clearances, radon testing and environmental reviews) will be provided in the form of a grant.

EMERGENCY and HEALTH Notifications: Due to the current COVID-19 pandemic, increased awareness of the need to protect County representatives and the homeowners they serve from various health related exposures has become more apparent than ever. Homeowners participating in the ESFRLP program must agree to follow all local, state and federal guidelines for emergency preparedness surrounding the COVID-19 pandemic and any other emergency declared that includes their property address for the duration of construction on the property.

Who is Eligible to Apply?

There are three major requirements to be eligible for ESFRLP assistance:

1) The housing unit to be rehabilitated with ESFRLP funds must be located in Beaufort County, and must be owner-occupied. The household occupying the unit must have

an elderly, disabled and/or veteran (see definitions) fulltime household member or a child aged 6 or under threatened by lead hazards in the home;

2) The gross annual household income must not exceed 80% of the Area Median Income for the County (see income limit table on the following page) and;
3) The cost of rehabilitation cannot exceed the ESFRLP Program limit of $40,000 and must include all Essential Rehabilitation Criteria as described in the ESFRLP Administrator's Manual for the 2022 Cycle (available online at www.NCHFA.com).

Unfortunately, not all homes can be rehabilitated to meet the Essential Rehabilitation Criteria with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

What Types Of Houses Are Eligible?

Properties are eligible only if they meet all of the following requirements:

- The property must require at least $5,000 of improvements to meet the more stringent of either the ESFRLP Property Standards or the local minimum housing code.
- Site-built and off frame modular units listed as real property are eligible for assistance. Manufactured housing is eligible for assistance if the foundation and utility hookups are permanently affixed including removal of all transporting equipment (e.g. wheels, axles, tongue) and installation of a masonry foundation and tie-downs.
- No more than fifty percent (50%) of the total area of the unit may be used for an office or business (e.g. day care, hair salon, room rental, etc.). Program funds may only be used to improve the residential exterior, interior and systems portion of mixed-use buildings.
- The property must be free of environmental hazards and other nuisances as defined by all applicable codes or regulations, or any such hazards or nuisances must be corrected as part of the rehabilitation of the home. Beaufort County's Rehabilitation Specialist will determine the presence of any known environmental hazards/nuisances on the site and if they can be removed through rehabilitation.
- Properties cannot be located in the right-of-way of any impending or planned public improvements. Beaufort County staff will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. If needed, the Rehabilitation Specialist will work with the homeowner to make this determination.
- The property may be located in the 100-year flood plain if the lowest finished floor level (verified by an elevation certificate provided by the homeowner) is above the base flood elevation and the property will be covered by flood insurance. The property must comply with Beaufort County's flood plain ordinance. All things considered equal, properties located outside the 100-year flood plain will be given priority over properties located in the 100-year flood plain. Beaufort County will verify whether the home is in the flood plain.
- The property cannot have been repaired or rehabilitated with public funding of $30,000 or more within the past 10 years without NCHFA approval.

2022 Income Limits for Beaufort County's
Essential Single-Family Rehabilitation Loan Pool

Number in Household	30% of Median Income	50% of Median Income	80% of Median Income
1	$14,050	$23,450	$37,450
2	$16,050	$26,800	$42,800
3	$18,050	$30,150	$48,150
4	$20,050	$33,450	$53,500
5	$21,700	$36,150	$57,800
6	$23,300	$38,850	$62,100
7	$24,900	$41,500	$66,350
8	$26,500	$44,200	$70,650

*Income limits are subject to change based on annually published HUD HOME Income Limits. This update will not require a re-approval by the governing authority.

How are applications ranked?

There are many more ESFRLP-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, Beaufort County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories. Applications will be ranked according to which receive the most points. If there are more eligible applicants with eligible houses than can be treated with existing funding, Beaufort County may be able to treat additional houses with unrestricted pool funds. Pool applicants will come from the original applicant list and be considered according to which household received the most points. If alternate pool applicants are not identified on the original applicant list and must be solicited, the solicited, eligible, pool applicants will be selected on a first come, first to qualify, first served basis.

Priority Ranking System for Beaufort County's 2022 Essential Single-Family Rehabilitation Loan Pool

Emergency Need	*Points*
Threat of imminent eviction/removal; must meet Special Need(s) & income requirements; applications received at any time	*8*
Special Needs (for definitions, see below)	*Points*
Household with a child under age 6 with lead hazards in the home	4
Elderly Household *(62 or older)*	4
Disabled	4
Veteran Household	4
Multiple Disabled, Elderly or Veteran Household Members (more than 1)	4
Income (See Income Table above)	*Points*
Less than 30% of County Median Income	4
30% to 50% of County Median Income	4
50% to 80% of County Median Income	4

Definitions under ESFRLP are:

- *Elderly*: An individual aged 62 or older.

- *Disabled*: A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a document of such impairment, or is regarded as having such an impairment
- *Head of Household:* The person or persons who own(s) the house.
- *Household Member*: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant*: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household) who has resided in the dwelling unit for at least 3 months prior to the submission of the family's application.
- *Veteran:* A person who is a military veteran, is defined as one who served in the active military, naval, or air service (i.e. Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released there from under conditions other than dishonorable. Provide DD-214 form to demonstrate.
- *Emergency:* A situation in which a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the program can complete a repair to stop eviction or removal. These applications will be received at any time during the funding cycle and elevated based on the ability of the program to complete the work in a timely manner that meets the goal of assisting homeowners to remain in their home. This may be documented with a doctor's letter or eviction notice.

Recipients of assistance under ESFRLP will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

What Are The Terms of Assistance Under ESFRLP?

The form of ESFRLP assistance is a 0% interest, forgivable loan covering the hard costs associated with the rehabilitation of the home and a grant for the soft costs. These will be two separate documents or sets of documents.

The Loan: NCHFA will create loan documents for the homeowner(s) including a Promissory Note and Deed of Trust covering hard costs for the rehabilitation in an amount not to exceed $40,000. This loan covering the hard costs remains 0% interest and forgivable at $8,000 per year for as long as the owner resides in the home or until the balance is reduced to $0. The term of the loan is dependent upon the loan amount and the number of years it takes to bring the balance of the loan to $0 when forgiven at $8,000 per year. For example, if the amount of the loan is $37,452, then the term is 5 years ($32,000 forgiven over the first 4 years and $5,452 forgiven at the end of the 5th year). The maximum term of the typical loan will be five years.

As long as the borrower lives in the home, no payments on the loan will be required. If the recipient prefers, the loan can be paid off at any time to NCHFA, either in installments or as a lump sum payment. Furthermore, under certain circumstances NCHFA may allow

assumption or refinancing of the loan. Should an heir inherit the property and choose to live in the house as their permanent residence, they may assume the loan without being income eligible. However, the lien remains on the property as per the original loan terms. A buyer who may wish to buy the property to live in may assume the loan so long as they can document that they are income-eligible (≤ 80% AMI). Default can occur if the property is sold or transferred to another person and/or if the borrower fails to use the home as a principal residence, without prior written approval of the North Carolina Housing Finance Agency.

The Grant: To pay for soft costs including application outreach/intake/management, environmental reviews/inspections/testing and project assessment/documentation/ estimating/bidding, NCHFA will create a Grant Agreement not to exceed $10,000. The grant has no repayment or recovery terms.

What Kinds Of Work Will Be Done?

Each house selected for assistance must be rehabilitated to meet ESFRLP Rehabilitation Criteria. That means every house must, upon completion of the rehabilitation:

- meet the more stringent requirements of either NCHFA's Essential Property Standard or Beaufort County's Minimum Housing Code. These are "habitability standards" which set minimum standards for decent, safe and sanitary living conditions. Additionally, the home must meet applicable Lead-Based Paint regulations 24 CFR part 35.
- retain no "imminent threats" to the health and safety of the home's occupants or to the home's "structural integrity". (An example of an imminent threat to occupants as well as to the home's structural integrity is an infestation of insects or a crawlspace that is too damp).

These requirements are spelled out in full in the ESFRLP Administrator's Manual which you may view, at reasonable times, upon request, at the Community Development office of Beaufort County or anytime online at www.NCHFA.com.

In addition to the above items that must be done to satisfy NCHFA requirements, the scope of work may include approved items meant to reduce future maintenance and operational costs or to further protect homes from natural disasters and/or home modifications designed to enable greater accessibility for household members to function more independently as they age.

Once the rehabilitation is complete, major systems in the home that, with reasonable maintenance and normal use, should be capable of lasting another 5 years include: structural support, roofing, cladding and weatherproofing, plumbing, electrical and heating/cooling systems.

Of course, contractors performing work funded under ESFRLP are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to meet NC State Residential Building Code standards. (This does not mean, however, that the whole house must be brought up to current Building Code Standards.

What About Lead-based Paint?

Until it was discovered to be a health hazard, lead was used for centuries to make house paints. Now we know that lead exposure is a serious problem for everyone and especially small children. Selling lead paint was outlawed in 1978, but many older buildings still contain lead paint and children are still being poisoned.

Under ESFRLP, a lead hazard evaluation must be performed on every home selected for rehabilitation that was built before 1978. The specific type of evaluation and the appropriate lead hazard reduction work performed will depend on the total amount of Federal funds used to rehabilitate the home, as per 24 CFR part 35. If required, lead-based paint hazard reduction and/or abatement will be performed by contractors who are trained and certified to perform such work.

It may be necessary for the household to relocate during the construction process for protection against lead poisoning. If relocation is required, it shall be the responsibility of the homeowner to pay for the relocation.

Who Will Do the Work On the Homes?

Beaufort County is obligated under ESFRLP to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process.

To meet these requirements, Beaufort County will invite bids only from licensed general contractors who are part of an "Approved Contractors Registry". For additional information about procurement and disbursement procedures, please refer to the Beaufort County ESFRLP Procurement and Disbursement Policy for the 2022 Cycle.

- All qualified members of the Approved Contractors Registry will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. OR At least three qualified members of the Approved Contractors Registry (on a rotating basis) will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract.

What Are The Steps In The Process, From Application To Completion?

You now have information about how to apply for the Essential Single-Family Rehabilitation Loan Pool (ESFRLP) and what type of work can be done through the Program. Let's go through the steps for getting the work done:

1. **Completing a pre-application form:** Homeowners who wish to apply for assistance must do so by December 31, 2022. Applicants after this date will be placed on a separate list for a review of qualifications. These applicants will only be served after it is determined that sufficient funds and time remain available once those who applied by the application deadline have been qualified, ranked and their needs determined.] Apply by contacting Lisa Williams, Mid-East Commission, Community Development,

at 252-402-8609 or by email lwilliams@mideastcom.org or visiting Mid-East Commission 1502 N Market Street, Washington, NC 27889 during normal business hours. Proof of ownership, income and special needs will be required. Those who have applied for housing assistance from Beaufort County in the past will not automatically be reconsidered and must complete a new pre-application form.

2. **Client Referral and Support Services:** Many homeowners seeking assistance through the Essential Single-Family Rehabilitation Loan Pool may also need other services. If the ESFRLP staff meet the homeowner during the application process, they will provide pamphlets and a list of the agencies with contact information for the resources and programs available in Beaufort County. For households that meet the requirements of the pre-application step and qualify to receive assistance through the ESFRLP program, additional verbal discussion will be offered during the Screening of applicants and/or Pre-rehab inspection steps of the program. With the homeowner's permission, a case file will be created and a staff person will follow up with the homeowner concerning the available services in the referral network.]

3. **Preliminary inspection:** Beaufort County's Rehabilitation Specialist will visit the homes of eligible households to determine the need and feasibility of the home for rehabilitation. Homeowners must inform staff of any known pest infestations prior to the visit.The City/County/Planning staff has the right to deny an application based on health and safety concerns that may put their staff and/or contractors at risk.]

4. **Screening of applicants:** Applications will be ranked by Beaufort County based on the priority system outlined on page 4 and the feasibility of rehabilitating the house. Households to be offered assistance will be selected by January 31, 2023. Household income will be verified for program purposes only (information will be kept confidential). NCHFA will verify ownership of the property by conducting a title search. From this review, the three most qualified applicants will be chosen according to the priority system described above; there will be a list of two (2) alternates. The remaining applicants will be placed on a list of alternates in the order that they qualified.] Beaufort County will then submit to NCHFA an ESFRLP Loan Application and Reservation Request for each potential borrower for approval. Applicants not selected for ESFRLP assistance will be notified in writing.

5. **Written agreement:** A HOME Owner Agreement, between the homeowner and Beaufort County, will be executed as part of the Loan Application and Reservation Request procedure (that formally commits funds to a dwelling unit). This agreement will certify that the property is the principal residence of the owner, that the post–rehab value of the property will not exceed 95% of the 203(b) limits established by HUD and defines the ESFRLP maximum amount and form of assistance being provided to the homeowner, the scope of work to be performed, the date of completion and the rehabilitation criteria and standards to be met.

6. **Pre-rehab inspection & unit evaluation:** Beaufort County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should

report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Each unit will be evaluated for energy-saving opportunities such as air-sealing and duct-sealing as well as for environmental concerns, such as lead based paint hazards, radon and asbestos.

7. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bids are received from contractors.

8. **Lead and Other Testing:** Beaufort County will arrange for a certified firm to inspect all pre-1978 constructed homes for potential lead hazards (required) and asbestos hazards (as deemed necessary by the Rehabilitation Specialist in all homes built during, before and after 1978). All homes will be tested for radon. The owner will receive information covering the results of the tests and any corrective actions that will be needed as part of the rehabilitation.

9. **Bidding:** The work write-up and bid documents will be conveyed to all contractors from the Approved Contractors Registry. Contractors will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Commissioner's Board Room located at 121 W. Third Street, Washington, NC 27889 at a specified date and time, with all bidders invited to attend a virtual opening of the bids unless other arrangements are made with the County staff.

10. **Contractor selection:** Within 72 hours of the bid opening, the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the County's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.

11. **Loan closing and contract execution:** Loan documents (Promissory Note and Deed of Trust) will be prepared by NCHFA as the lender and executed by the homeowner. By law, homeowners have the right to hire legal representation of their choosing at the loan closing. If a homeowner does not have "representation" at the closing, the borrower must sign a NCHFA "Legal Advice Disclosure". Rehabilitation contract documents will be executed by the homeowner and contractor with Beaufort County signing on as an interested third party prior to the commencement of any construction. Beaufort County will facilitate the loan closing and recordation of these documents and forward the recorded documents to NCHFA.

12. **Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home. At this time, the homeowner, contractor and ESFRLP Beaufort County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be

removed from the home. Beaufort County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.

13. **Construction:** The contractor is responsible for obtaining and posting all permits for the project before beginning work. Beaufort County ESFRLP Program staff will closely monitor the contractor during the construction period and local Code Enforcement Officials will inspect the work when applicable. To protect personal property, the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.

14. **Change Orders:** All changes to the scope of work must be approved by the owner, the contractor, Beaufort County's Rehabilitation Specialist, and the Beaufort County Program Administrator and reduced in writing as a contract amendment ("change order"). The owner, contractor and two Beaufort County personnel must execute any change order agreements to the construction contract.

15. **Progress payments:** The contractor is entitled to request up to three partial payments and a final payment. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days.

16. **Closeout:** When the Rehabilitation Specialist and the Homeowner are satisfied that the contract has been fulfilled, the Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work as established by Beaufort County's approval date of the final pay requisition. Beaufort County will notify the homeowner in writing of this date.

17. **Post-construction conference:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the Homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for the new equipment, materials and appliances and discuss general maintenance of the home with the Homeowner. The Homeowner will have the opportunity to ask any final questions about the work.

18. **Final loan amount determination:** If, upon completion of all rehabilitation work, the contract price has changed due to the effect of change orders and there is a need to modify the loan, NCHFA will prepare an estoppel for a loan reduction or modification agreement for a loan increase as necessary at the time of closeout of the unit. The loan will remain the property of NCHFA, with original documents remaining there for storage and "servicing". Please note that it is the responsibility of the homeowner to record an estoppel if they wish this to be reflected in the Deed of Trust.

19. **The warranty period:** It is extremely important that any problems with the work that was performed be reported by the homeowner to the Beaufort County Rehabilitation Specialist or other representative, as soon as possible in writing. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected free of charge by the Contractor.

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting September 30, 2022.
- Applications must be turned in at the Mid-East Commission Office by 5:00 PM on December 31, 2022.
- Selection of units will be made on January 31, 2023.
- All rehabilitation work must be under contract by December 31, 2024
- All rehabilitation work must be completed by June 15, 2025.

How do I request an application?

Contact:

Lisa Williams, Community Development Officer
Mid-East Commission / Beaufort County
1502 N. Market St.
Washington, NC 27889
Phone: (252)402-8609

Or: pick up an application at the Mid-East Commission located at 1502 N. Market Street, Washington, NC 27889.

Is there a procedure for dealing with complaints, disputes, and appeals? Although the application process and rehabilitation guidelines are meant to be as fair as possible, Beaufort County realizes that there is still a chance that some applicants or participants may dispute decisions, work completed or other issues. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Anita Radcliff, Finance Officer, within ten days of the initial decision and voice their concern.
2. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing. A written appeal must be made within 15 business days of the initial decision on an application.
3. Beaufort County will respond in writing to any complaints or appeals within 15 business days of receiving written comments.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist, preferably in writing.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to the contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to correct the problem.
3. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be added to the applicant's file. The Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.
4. If problems persist, the homeowner must put the concern in writing and a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by Beaufort County's Finance Officer.
5. Should the mediation conference fail to resolve the dispute, the Finance Officer will render a written final decision.

Final Appeal:
After following the above procedures, any applicant or homeowner who remains dissatisfied with Beaufort County's final decision may appeal in writing to Michael Handley, NCHFA, PO Box 28066, Raleigh, NC 27611-8066, (919) 877-5627.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to Beaufort County employees who are directly involved in the program, the North Carolina Housing Finance Agency, the US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest? No employee or board member of Beaufort County, or entity contracting with Beaufort County, who exercises any functions or responsibilities with respect to the ESFRLP project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Beaufort County employees or of Beaufort County board members and others closely identified with Beaufort County, may be approved for rehabilitation assistance only upon public disclosure before the Beaufort County Board of Commissioners and with written permission from NCHFA.

What about favoritism? All activities under ESFRLP, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Outreach Efforts of the ESFRLP Program
The County makes citizens aware of the ESFRLP program and other housing rehabilitation opportunities through various service providers and specific outreach efforts. At minimum, the County will advertise or publish an article about the Essential

Single-Family Rehabilitation Loan Pool Program via the following media/venues: the local newspaper serving the County, The Washington Daily News, at senior centers throughout the County, on the local cable news channel, and on the County's website.

Who can I contact about the ESFRLP program? Any questions regarding any part of this application or program should be addressed to:

Anita Radcliff, Financial Officer	Lisa Williams, Community Development
Beaufort County	Mid-East Commission
121 W. Third St.	1502 N. Market St.
Washington, NC 27889	Washington, NC 27889
Phone: (252) 946-0079	Phone (252) 402-8609

This Assistance Policy is adopted this ____day of _____20__

_____

Frankie Waters, Chairman, Beaufort County Board of Commissioners

_____

Attest Katie Mosher, Clerk

Beaufort County
Procurement and Disbursement Policy
For the 2022 Cycle of the
ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL

PROCUREMENT POLICY

1. To the maximum extent practical, Beaufort County, herein after called the County, promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's (NCHFA) Essential Single-Family Rehabilitation Loan Pool (ESFRLP). Bids are invited from Contractors who are part of the County's approved contractor registry. Any current contractor listed with and approved by the County and in good standing (ie. no unresolved past performance issues and not listed on the federal or state debarred list) will receive automatic approval status on the Approved Contractor Registry.

2. To be listed in the Approved Contractor Registry, a contractor must complete an application, have their recent work inspected, reviewed, and approved by the County's Rehabilitation Specialist and submit proof of insurance.

3. At least three eligible contractors on the County's Approved Contractor Registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the County's cost estimate, (c) the contractor has not been suspended or debarred and (d) there is no conflict of interest (real or apparent).All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms; only those contractors with both certificates on file will be invited to bid on pre-1978 homes.

4. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.

5. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job, including instructions for distribution and receipt of bids. Contractors will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the County Manager's Conference Room located at 121West

Third Street, Washington, NC 27889 at a specified date and time, with all bidders invited to attend.

6. Bids must include a cost-per-item breakdown with line-item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.

7. The County reserves the right to reject any or all bids at any time during the procurement process.

8. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, electronic bids and the like. Should such methods ever become necessary the transaction will be fully documented. In the event phone bids are used, the County will call the first three responsive contractors on the approved contractor list who have indicated a desire to be on the telephone call list. The County will track who has been called and responsive, and will rotate through the full list before beginning the rotation again.

9. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend. Within 72 hours of the bid opening, after review of bid breakdowns and construction schedules, the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the County's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.

10. The contractor is responsible for obtaining a building permit for the project before beginning work if supported by the local jurisdiction. The permit must be posted at the house during the entire period of construction. If applicable, the contractor will obtain a permit for lead hazard related activities. County ESFRLP staff or their representative will closely monitor the contractor during the construction period to make sure that the work is being completed according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Local Code Enforcement Officials will inspect the work for compliance with the NC State Building Code and the local minimum housing code, when applicable. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.

11. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract including at minimum, the homeowner, the contractor and

two representatives of the County. The change order must also detail any changes to the original contract price and completion date.

12. No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work. At this time, the homeowner, contractor and ESFRLP County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Within 24 hours of the pre-
construction conference, the County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.

13. The County is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and/or disability.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the County's Rehabilitation Specialist, (b) the local building or minimum housing code inspector when applicable and (c) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.

2. The contractor is entitled to request two partial payments and a final payment. The first partial payment may be requested when the work is 50% complete. The second partial payment may be requested when the work is 85% complete. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days, determine percentage of job completion and calculate a payment based on 90% of the total work completed.

3. Following construction, the contractor and the Rehabilitation Specialist will meet with the Homeowner in a post-construction conference. At this conference the contractor will hand over all owner's manuals and warranties on equipment and products to the homeowner and be available to answer homeowner questions.

4. Project Closeout: When the contractor declares the work complete, the Rehabilitation Specialist will thoroughly inspect the work. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of final payment. If the contractor fails to correct the work to the satisfaction of the County's Rehabilitation Specialist, payment may be withheld until the work is deemed satisfactory. (Contractors may follow the County's Essential Single-Family Rehabilitation Loan Pool Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy). The Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. After receipt of the contractor's final invoice, inspections, certificate of completion and lien releases, the final payment will be ordered. All material and workmanship will be guaranteed by the contractor for a period of one-year, using the date the Rehabilitation Specialist declares all work complete and approves the final invoice for payment, the homeowner will be provided the one-year warranty date in writing.

5. The County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.

6. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the _____ day of _____20___.

Beaufort County, NC

BY:

_____

Frankie Waters, Chairman, Beaufort County Board of Commissioners

ATTEST:

_____

Katie Mosher, Clerk

CONTRACTORS STATEMENT:

I have read and understand the attached Beaufort County Procurement and Disbursement Policy.

BY:

_____

_____

COMPANY NAME:

_____

WITNESS:

_____

NORTH CAROLINA HOUSING FINANCE AGENCY

ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL (ESFRLP22)

FUNDING and WRITTEN AGREEMENT for SUBRECIPIENTS

Member: Beaufort County

Funding Agreement Number: 2201

Service Area: Beaufort

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NORTH CAROLINA HOUSING FINANCE AGENCY
2022 ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL (ESFRLP22)
FUNDING AGREEMENT

This is a subaward of a federal grant.

This Agreement is entered into this the 1st of July 2022 by and between the North Carolina Housing Finance Agency ("Agency") and Beaufort County ("Subrecipient" or "Member") for the performance of the services listed below. The Agency and the Subrecipient are sometimes referred to as the "Parties".

This Agreement is funded by a federal grant from the HOME Investment Partnerships Program from the U.S. Department of Housing and Urban Development to the North Carolina Housing Finance Agency ("Federal Award"). Funds awarded under this Agreement are federal funds and must be used for the purposes for which they are intended. For the purposes of this Agreement the Agency is considered a "Pass Through Entity" as defined in 2 CFR Part 200. This Agreement is subject to the requirements in 2 CFR Part 200 and Subrecipient is required to comply with those sections specifically related to subawards to subrecipients therein.

Part I. Federal Award Identification:

Federal Award Identification: HOME Investment Partnerships Agreement	Subrecipient Name (UEI registered name in SAM): Beaufort County	Subrecipient's UEI number: Q14JUM5NZQ43
Federal Award Identification Number (FAIN): M19-SG370100	Federal Award Date (Date signed by Federal awarding Agency Official): August 27, 2019	Subaward Period of Performance: Start Date: July 1, 2022 End Date: June 30, 2025
Amount of Federal Funds Obligated by this Action: $162,000	Total Amount of Federal Funds Obligated to the Subrecipient: $162,000	Total Amount of Federal Award to Agency: $162,000
Federal Award Project Description (as required by FFATA): HOME Investment CPD	Name of Federal Awarding Agency: U.S. Department of Housing and Urban Development	Pass Through Entity: North Carolina Housing Finance Agency (referred to as "Agency" or "PTE")
Contact Information for Awarding Official: Michael Handley, Manager of Home Ownership Rehabilitation and Compliance NCHFA 3508 Bush Street Raleigh, NC 27609 Phone: (919) 877-5627	CFDA Number and Name: 14.239 HOME Investment Partnerships Program	Is Award R&D: No
Subrecipient Indirect Cost Rate: Not to exceed 10% of the final hard and soft costs or $4,000 per unit, whichever is less	Audit Verified: Yes	Subrecipient's Cumulative Federal Awards >$750,000: Yes

Part II. Agreement Documents.

This Agreement includes the following, all of which are identified by name as follows:

1. This Agreement;
2. Certifications and Assurances (Attachment 1); and,
3. ESFRLP Program Guidelines (Attachment 2).

These attachments are incorporated herein by reference, constitute the entire agreement between the Parties, and supersede all prior oral or written statements or agreements and are hereinafter referred to as the "Agreement Documents".

Part III. Definitions

1. **Agency**. The North Carolina State Housing Finance Agency, an instrumentality and public agency of the State of North Carolina.

2. **Agreement**. Refers to this Subaward Agreement and all attachments.

3. **Application**. The application submitted by the Subrecipient for Program funds.

4. **De-obligate or De-obligation of Funds**. Refers to the Agency's right to rescind its obligation to disburse funds awarded to Subrecipient based on a variety of factors, including but not limited to under performance, non-compliance, end of subaward period, breach of this Agreement, violation of state, federal, and/or local law, fraudulent or willful misconduct, or change in eligibility status.

5. **ESFRLP**. The Agency's Essential Single-Family Rehabilitation Loan Pool Program.

6. **ESFRLP Administrative Funds**. A portion of the Agency's HOME Administration Funds, as defined in 24 C.F.R. Part 92, that may be used for Recipient's necessary and documented administrative costs, as described in the Program Guidelines, Section 2.2.4.

7. **ESFRLP Funds or ESFRLP Pool**. The HOME funds awarded to Subrecipient under this Agreement.

8. **ESFRLP Program Guidelines**. The Agency's program guidelines for administering the Program applicable to the 2022 cycle which Member must adhere to in order to received funds under this Agreement (the "ESFRLP Administrator's Manual (Program Guidelines)", "Program Guidelines" or "PG"), and can be found online at www.nchfa.com.

9. **Federal Award**. Federal Award is the award identified in Section 1 of this Agreement.

10. **Funds**. The funds awarded to the Member under this Agreement

11. **HOME**. The HOME Investment Partnerships Program found at 24 C.F.R. Part 92.

12. **HUD**. The United States Department of Housing and Urban Development.

13. **Member**. The organization identified in Section 1 of this Agreement to which the Agency is making a subaward, and which is accountable to the Agency for the use of the funds provided.

14. **Program**. The Agency's Essential Single-Family Rehabilitation Loan Pool Program.

15. **Recapture**. Recapture means when the Agency takes back money awarded under this Agreement and already disbursed to Subrecipient based on such factors as, but not limited to, underperformance, non-compliance, end of subaward period, and/or fraud.

16. **Services**. The eligible activities described in this Agreement.

17. **Subaward**. Subaward means the funds awarded to the Subrecipient under this Agreement. The Subaward consists solely of federal funds.

18. **Subrecipient**. Subrecipient the organization identified in Section 1 of this Agreement to which the Agency is making a subaward, and which is accountable to the Agency for the use of the funds provided.

19. **Supercircular.** Supercircular means 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Also referred to as Uniform Guidance.

Part IV. Purpose

The Agency has received a grant of federal HOME funds from HUD which the Agency uses, in part, to fund its Single-Family Rehabilitation Loan Pool Program. The ESFRLP provides an interest free, deferred-forgiven loan to Program-eligible homeowners to pay for certain rehabilitation costs of a homeowner's house. The Agency provides subawards to local organizations to utilize them in assisting in the administration of the ESFRLP. The Agency has advertised the availability of funding under the ESFRLP and the application of the Member was received, evaluated, and approved by the Agency. The Agency and the Member now wish to enter into this Agreement to provide a subaward to Member under the ESFRLP.

Part V. SubAward

The Agency hereby awards a Subaward, as described above, to Subrecipient subject to the provisions of this Agreement and any attachments hereto. The Agency shall pay the Subrecipient in the manner and in the amounts specified in the Agreement Documents. The total amount paid by the Agency to the Subrecipient under this Agreement will not exceed $162,000 and consists entirely of federal funds. Although the Agency has approved a set-aside for a specific amount to the Member, the Member also has the opportunity to modify their award and access additional funds from the ESFRLP pool (depending upon fund availability) once they have met the threshold requirements outlined in ESFRLP Program Guidelines 3.2.2.

Part VI. Subrecipient Duties (Scope of Work)

The Subrecipient will provide the services as described in this Agreement in accordance with the terms and conditions of the Agreement Documents. The Subrecipient will be responsible for all activities and responsibilities as defined by the ESFRLP Program Guidelines.

Part VII. Time of Performance

(a) The Member shall begin performance of this Agreement on the 1st day of July 2022 and shall complete performance no later than June 30, 2025.

(b) The Agency has approved a set-aside of up to $162,000 of ESFRLP funds for the Member. The Member may reserve funds from this set-aside on a unit-by-unit basis in accordance with Program Guidelines (PG) 3.2.2 & 3.2.3, until June 30, 2023. Any funds from this set-aside not reserved by that date shall be de-obligated and remain in the ESFRLP pool for reallocation to those Members seeking funding for additional units.

(c) Funds for additional units may be reserved from the ESFRLP pool, depending on availability, on a unit-by-unit, first come, first served basis in accordance with PG 3.2 up until December 31, 2024. Any funds, not committed under contract (pursuant to Section 3.12 of the Program Guidelines) to a unit as of December 31, 2024, must be withdrawn from deposit and returned to the Agency; or, de-obligated from the Member's IDIS master account. All units must be completed and closed out by June 30, 2025.

(d) De-obligation of Funds. Upon expiration of the agreement on June 30, 2025, the Member must transfer to the Agency any HOME funds not under contract for a specific unit and any accounts receivable attributable to the use of HOME funds.

Part VIII. Program Funding; Management of Funds

Section 1: Subaward

The Agency has made a Subaward to the Member in the amount identified in Part V of this Agreement.

Section 2: Use of Funds

(a) ESFRLP funds shall be used to provide assistance to low-income homeowners for: the repair and rehabilitation of their principle residence; the installation of energy-efficiency measures to decrease energy use in the unit; temporary relocation of households to standard housing, at reasonable cost, if in accordance with an Agency-approved written relocation policy; and lead-based paint evaluation and remediation. ESFRLP funds shall pay for eligible hard and soft costs associated with housing rehabilitation of single-family owner-occupied dwelling units; making the units safe, decent and sanitary. ESFRLP assistance shall be in the form of a loan to the homeowner, which covers the eligible hard costs associated with the rehabilitation of the unit. ESFRLP assistance used to pay eligible soft costs associated with the rehabilitation of the unit shall be in the form of a grant to the homeowner. In order to ensure each Member is conveying certain HOME Program requirements to the eligible homeowners, the Member must use the Agency-provided loan documents listed in the ESFRLP Program Guidelines. Failure to do so shall constitute a material breach of this Agreement.

(b) The Member must identify eligible units in accordance with the ESFRLP Program Guidelines. The budget for each unit assisted can be found on the Settlement Data Sheet which is referenced at PG

2.3.2 and is a part of the ESFRLP Partner Portal.

(c) The Member must repay the Agency for any costs deemed ineligible by the Agency in the Agency's sole discretion. The Member must also repay the Agency for any expended funds for units that do not meet the ownership and property requirements as stated in PG 4.1.3 & 4.1.4 (24CFR92.254(b)), "Qualification as affordable housing: homeownership". Any funds repaid to the Agency shall be subject to imputed interest.

(d) ESFRLP Administrative Funds are limited to ten percent (10%) of the total amount of Program funds allocated to rehabilitation hard costs plus soft costs on each completed rehabilitated housing unit, up to a maximum of $4,000, as stated in PG 2.2.4.3. For example, if thirty-five thousand dollars ($35,000) in programs funds is used for a unit's rehabilitation hard costs and six thousand dollars ($6,000) of Program funds are used for necessary and verifiable soft costs, then up to $4,000 may be used for administrative project costs. These administrative funds may be used for necessary and documented administrative costs, which include:

i) general management, oversight and coordination;
ii) travel and mileage expenses;
iii) project monitoring;
iv) indirect costs, overhead costs related to administration of ESFRLP activities; and,
v) project related outreach and intake, advertising and public information.

Section 3: Disbursement of Funding

(a) The Member cannot request disbursement of ESFRLP funds until funds are needed for actual payment of eligible costs as defined in the ESFRLP Program Guidelines (PG 2.2.4). The amount of the request must be limited to the actual amount needed. Any interest earned on ESFRLP funds held by the Member must be spent prior to using any other ESFRLP funds.

(b) ESFRLP Administrative Funds for each completed unit will be held by NCHFA until all required documentation specific to, and necessary for, close out of the unit, has been accurately completed and received by NCHFA.

(c) ESFRLP funds and ESFRLP Administrative Funds will be disbursed to the Member through electronic payments from the Agency and in accordance with PG 3.2.

(d) The Member is eligible to request Program funds from the Agency only after the Agency has received this executed Agreement and a completed *Signatory Form and Certification* card ("Signatory card").

(e) The Member must complete all work under this Agreement and disburse all ESFRLP funds in accordance with the Program Guidelines, specifically Sections 3.3 and 3.4.

Section 4: Deposit of Funds

(a) The Member shall establish a master account in an FDIC-insured banking institution to hold all Program funds. All interest earned on ESFRLP funds shall be utilized in accordance with this Agreement.

(b) All Program funds must be expended for eligible costs within twelve days of receipt. Any interest earned within the twelve-day period shall be retained as Program funds. Any interest earned on

Program funds not expended for eligible costs within twelve days must be returned to the Agency.

(c) The Agency reserves the right to require that all deposits made in the master account be available for withdrawal by the Member and the Agency. If the Agency chooses to exercise this option, an agreement for custodial accounts will be provided by the Agency.

Section 5: Establishment and Maintenance of Accounting Records

(a) The Member agrees to establish an account in its own general ledger for funds received under this Agreement, and ESFRLP funds, including interest earned, shall be accounted for separately from all other monies.

(b) The Member's financial management system shall provide for:
   (1) Accurate, current and complete disclosure of the financial results of the Program in accordance with the reporting requirements.
   (2) Records that identify adequately the source and application of funds for activities supported by the Program.
   (3) Effective control over and accountability for all funds received under this Agreement.
   (4) Comparison of actual outlays with budgeted amounts for the Program.
   (5) Accounting records that are supported by source documentation.
   (6) Systematic methods to assure timely and appropriate resolution of audit findings and recommendations.

(c) The Member agrees that its records, as they relate to this agreement, shall be accessible to HUD and the Agency and their respective agents or representatives, including the North Carolina State Auditor's Office in accordance with N.C.G.S. §147.64.7(4).

Section 6: Procurement Procedures

The Member will have written procurement procedures that reflect the procurement standards found at 2 C.F.R. §200.318- §200.326. The Member will use written contracts with all firms providing services for rehabilitation work or professional services under the Program.

Section 7: Recapture of Funds.

The Agency reserves the right to recapture the Subaward from the Subrecipient. Events of recapture include, but are not limited to, Subrecipient's failure to comply with the terms and conditions of this Agreement and the Agreement Documents or if the Agency deems, in its sole discretion, that Subaward funds were misused or misapplied by the Subrecipient.

PART IX. Program Management

Section 1: Program Guidelines

The terms of the Agreement are subject, in all respects, to the ESFRLP Program Guidelines, and all defined terms used in this Agreement shall have the same meanings as used in the ESFRLP22 Program Guidelines.

The Agency shall have the right from time to time, in its sole discretion, to amend all or any portion of the Program Guidelines for the purpose of providing for any and all modifications, updates, changes, amendments or supplements to applicable laws, regulations or Program changes. The Agency shall give the Member notice of such amendment not less than 30 days before the effective date of such amendment

unless the Agency is obligated by law or regulation to implement such amendment in a shorter time period.

In the event the Program Guidelines are revised, the Agency will forward such revisions to the Member and, thereby, make them a part of this Agreement. Failure of the Member to comply with the terms and conditions of the ESFRLP Program Guidelines, as supplemented or amended shall be an event of default by the Member under this Agreement.

Section 2: Program Documents

Members must use loans to finance eligible repairs for participants. Each ESFRLP loan shall be evidenced by a promissory note. In order to secure the note, the Member shall require the execution and recordation of a lien (i.e. Deed of Trust) against a property being improved. The Agency shall provide prepared-standard deeds of trust and promissory notes and other ancillary loan documents to the Member. The Member is required to facilitate the loan closing, record the Deeds of Trust and submit the documents to the Agency in accordance with PG 4.5 & 4.6.

Additionally, Members must use grants to fund the soft costs (work write-ups, cost estimates, lead-based paint inspections, energy audits, pre-rehab unit inspections, etc.) associated with housing rehabilitation. The Member is responsible for facilitating the execution of the Agency-prepared Grant Agreement.

Section 3: Member Responsibility

(a) Members are responsible for Project Financial Administration as outlined in Section 3 of the ESFRLP Program Guidelines and for compliance with the Loan Processing Requirements in Section 4 of the ESFRLP Program Guidelines. The Agency expects the Member to be active in the management and monitoring of the activity funded with the ESFRLP funds including ensuring Program eligibility of homeowners, facilitating loan closings, and inspecting work performed and training and supervising its staff adequately. The Agency has received and reviewed information that describes the Member's operating plan for staffing and administering its Project. The Agency has relied on the information provided by the Member in the Member's original ESFRLP Application for Funding in making its decision to approve the grant and execute this Agreement. The Member must notify the Agency about any material changes in its operating plan, any events that may have a significant impact on the Project, or any other changes to information provided in the Members original ESFRLP Application for Funding.

(b) The Member shall execute a Written Agreement (the "Homeowner Written Agreement") with each Homeowner to be assisted, prior to disbursing any funds for the unit. The Written Agreement is provided by the Agency and complies with 24 CFR 92.504(5) (ii). The Agency will enforce the terms of the Written Agreement through a deed of trust recorded against the property using any legal remedy available, including possible foreclosure of the project, and/or any other remedy specified for breach in the loan documents.

(c) If the Member is monitored by the Agency or an authorized representative and if a lack of proper financial or project controls is observed, the Agency reserves the right to consider this agreement breached and may hold disbursement requests from the Member until such issues are resolved.

Section 4: Right to Inspect

The Agency, HUD and the Comptroller General of the United States, or their authorized representatives or agent, shall have the right to inspect the housing rehabilitation work performed with ESFRLP funds

provided under this Agreement for the purpose of determining if work is being carried out in accordance with the ESFRLP Program Guidelines and the HOME regulations. All dwelling units rehabilitated under ESFRLP must meet the Essential Rehabilitation Criteria in accordance with PG 2.6.

Part X. Reporting and Audit Requirements

Section 1: State Requirements.

(a) If the Member is a non-profit organization or otherwise meets the definition of a "Subgrantee" in N.C.G.S. §143C-6-23(a)(4) then it is subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23, as may be amended from time to time. Therefore, the Member is required to file annual electronic reports with the Agency. A "Subgrantee" that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars ($500,000) within its fiscal year (from any source) must have an audit in accordance with 09 NCAC 03M .0205. The amounts and requirements listed in the statute may change from time to time and it is the Member's responsibility to periodically check the statutes for any amendments or changes thereto.

(b) If the Member is a unit of local government then it must comply with N.C.G.S. § 159-34, as may be amended from time to time, as referenced in the ESFRLP Program Guidelines, Section 3.8 *Financial Audit Requirements.*

Section 2: Audit

The Subaward is funded with federal funds and as such any requirements applicable to recipients of federal funds will be required of Subrecipient.

(a) Subrecipient must permit the Agency's auditors to have access to the Subrecipient's records and financial statements as necessary, in the discretion of the Agency, to meet the requirements of 2 CFR §200.300 Statutory and national policy requirements through 200.309 Period of performance, and 2 CFR 200 Subpart F – Audit Requirements.

(b) The Subrecipient will comply with 2 CFR 200 Subpart F – Audit Requirements, as may be amended from time to time, which states, in part:

i) A Subrecipient that expends $750,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted for that year in accordance with 2 CFR 200 Subpart F- Audit Requirements. (§200.501 (a))

ii) A Subrecipient that expends $750,000 or more during its fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.514 Scope of audit expect when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section. (2 CFR §200.501 (b))

iii) An auditee that expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 CFR §200.507 Program-

specific audits. (2 CFR §200.501(c))

iv) A Subrecipient that expends less than $750,000 during its fiscal year in Federal awards is exempt from Federal Audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal Agency, Pass Through Entity, and Government Accountability Office. (2 CFR 200.501(d)).

v) The Subrecipient is required to submit the audit to the Agency within nine months of the end of its fiscal year.

Section 3: Reports

(a) The Member shall submit to the Agency Unit Completion Reports in accordance with PG 3.10.2

(b) The Member shall submit a Certification of Completion and Final Cost form to the Agency not later than June 30, 2025.

(c) The final certification shall contain a summary of the use of funds provided under this Agreement.

(d) The Member shall submit to the Agency such revisions and updates of reports as may be necessary as a result of project audits or reporting errors.

(e) All reports and audit confirmations shall be sent to:

North Carolina Housing Finance Agency
Attention: Mark Lindquist, Senior Program Compliance Coordinator
PO Box 28066
Raleigh, NC 27611-8066
or
Email Address: mwlindquist@nchfa.com

Section 4: Close Out:

(a) The Member must initiate close-out procedures when the Date of Completion identified in the Funding Agreement is reached.

(b) No new rehabilitation contracts obligating any ESFRLP funds may be executed after the Date of Completion. Contracts executed prior to the Date of Completion may be amended after that date by no more than ten percent (10%) of the original contract amount in order to accommodate necessary changes to the scope of work.

(c) Members will be required to submit the Certification of Completion and Final Cost form (CCFC) to the Agency no later than 6 months following the Date of Completion. The Member will also be required to submit revisions and updates of the Certification that may be necessary as a result of audits or reporting errors.

(d) All ESFRLP funds not disbursed for eligible costs associated with rehabilitation contracts executed prior to the Date of Completion, including all net Program income/interest earned, must be remitted to the Agency with the CCFC.

(e) Members are required to submit a minimum of one (1) human interest story, with photographic documentation of before and after rehabilitation, focusing on one of the households assisted under

ESFRLP.

(f) ESFRLP Administrative Funds for each completed unit will be held by NCHFA until all required documentation specific to, and necessary for, close out of the unit, has been accurately completed and received by NCHFA.

PART XI: Representations, Warranties and Covenants

The Member hereby warrants, represents and covenants that:

(a) It is a unit of local government that reports to the Local Government Commission or it is a non-profit entity duly organized and in good standing in the State of North Carolina.

(b) All Subaward funds must be used for purposes and activities described in this Agreement.

(c) Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 – 4856), and the implementing regulations at 24CFR35, subparts A,B,J,K,M and R.

(d) If the Member is a governmental body, it will comply with OMB Circular A-87 as amended or superseded by 2 C.F.R. 200, related to certain principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts and other agreements with State and local governments.

(e) It will comply with the sections regarding financial management and procurement standards for the HOME program found at 24 C.F.R. §§ 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51 and 85.52, as may be amended from time to time. If the Member is a not-for-profit organization it will comply with OMB Circular A-122, as amended or superseded by 2 C.F.R. 200, which established principles for determining costs of grants, contracts and other agreements with non-profit organizations as well as the following sections regarding standards for financial management and procurement standards: 24 C.F.R. §§84: 84.2, 84.5, 84.13 - 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 – 84.37, 84.40 – 84.48, 84.51, 84.60 – 84.62, 84.72 and 84.73.

(f) The Member must comply with 24 C.F.R. §92.351 with regards to actions taken to assure MBE/WBE are utilized when possible in the procurement of goods and services.

(g) The Member must maintain sufficient records of affirmative marketing and MBE/WBE activity in accordance with 24 C.F.R.9§2.508 (7) (ii).

(h) Debarred, suspended or ineligible contractors and/or participants cannot be involved in the activities of the Member for which funds are provided under this agreement.

(i) The Member will make a good-faith effort to, on a continuing basis, maintain a drug-free workplace per the requirements of 24 C.F.R. §21 (B).

(j) The Member and its activities must comply with all of the following Federal laws, executive orders and regulations pertaining to fair housing and equal opportunity. They are: Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.), found in 24CFR Part 1; The Fair Housing Act (42 U.S.C. 3601-3620), found in 24CFR Part 100-115; Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259), found in 24CFR Part 107; Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), found in 24CFR Part 146. The Member must describe the actions it will take in the areas of enforcement, education, and removal of barriers and impediments to affirmatively further fair housing according to applicable state and federal law. The Member certifies that it will affirmatively further fair housing, including the following: conducting an analysis to identify the effects of any impediments identified through that analysis and maintaining

records reflecting the analysis and actions in this regard.

(k) In order to assure that each Member is conveying certain HOME Program requirements to the eligible homeowners, the Member must comply with the following Program Guidelines: PG 4.1.4.2 (Homeownership Affordability). PG 2.6.1 Property Standards; and Section 15(a) of this Agreement.

(l) It will provide a written statement completed by the Member's board of directors or other governing body stating that the Subrecipient does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State or local level. The written statement shall be made under oath and returned to the Agency in order for program disbursements to be made (Certification example included in Attachment 1, unless already submitted and approved).

(m) It will sign and provide the Certification and Assurances document attached here to as Attachment 2.

(n) It will comply with N.C. E-Verify which means the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. If Subrecipient employs 25 or more employees in the State of North Carolina, then Subrecipient must comply with the provisions of N.C. Gen. Stat. §64-26 including verifying the work authorization of its employees through E-Verify and retaining the records of verification for a period of at least one year. All subcontractors engaged by or to be engaged by Subrecipient have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.

(o) None of the funds provided under this Agreement shall be used in the performance of this Agreement for any partisan political activity (24 C.F.R. §91.225), or to further the election or defeat of any candidate for public office per the requirement of 24 C.F.R. §87.

(p) There will be no religious activities conducted in connection with the performance of this Agreement or the use of ESFRLP funds.

(q) The Member will not discriminate against any person employed in the performance of this Agreement, or against any applicant for assistance under this Agreement because of race, sex, age, creed, color, physical handicap or national origin. The Member will ensure that applicants for ESFRLP assistance are processed, and that employees are treated during employment, without regard to race, sex, age, creed, color, physical handicap or national origin.

(r) No employee, officer or agent of the Member shall participate in the selection, or in the award or administration of a contract funded by this Agreement if a conflict of interest, real or apparent, would be involved.

(s) Before ESFRLP funds may be disbursed, any Member that is a non-profit organization must be in compliance with General Statute 143C-6-23(b). This statute requires that the Member submit to the Agency a notarized copy of the Member's policy addressing conflicts of interest that may arise involving any Member's management staff, board of directors or other governing body. The policy shall address situations where any of these individuals may directly or indirectly benefit, except in their official capacity, from the disbursement of State funds, and shall include actions to be taken to avoid conflicts of interest or the appearance of impropriety.

(t) Before ESFRLP funds are disbursed, any entity of local government will adopt, by resolution of its board of directors, or other governing body, a notarized copy of the Member's Conflict of Interest Policy. The policy must address situations that may arise involving any Member's employees, management staff, board of directors, or other government body, where any of these individuals may directly or indirectly benefit, except in their official capacity, from the disbursement of Subaward funds, and shall include actions to be taken to avoid conflicts of interest or the appearance of impropriety.

(u) No person providing consulting services in an employer-employee type relationship shall receive more than reasonable compensation for personal services paid with ESFRLP funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards and compensation.

(v) The Member is prohibited from charging servicing, origination, processing, inspection, or other fees for administering the ESFRLP, HOME-funded program, except as permitted by §92.214(b)(1).

Part XII. Termination

Should Member breach or fail to comply with any or part of the provisions or terms of this Agreement, continue as a going concern, become insolvent, defunct, or commence bankruptcy proceedings, or should any employee, agent, director officer or senior manager of Subrecipient engage in fraud, misconduct or negligence or misappropriate any Funds, the Agency may terminate this Agreement, and all of its obligations hereunder, immediately upon written notice, and the remaining Program Funds shall revert immediately to the Agency. This applies to all terms and conditions of the Agreement at the time the Agreement is signed and at any subsequent point if the status of the Subrecipient changes, including but not limited to, the provisions that Subrecipients receiving these Funds shall not have been indicted or employ those that have been indicted for a violation under Federal Law relating to an election for Federal office.

A. The Subrecipient hereby agrees to remain fully informed of all laws and regulations that apply to the Subrecipient, and will give the Agency prompt notice of any action or event that may be cause for suspension or termination of this Agreement and recapture Funds and/or rescind its obligation to awarded Funds to Subrecipient in the event of Subrecipient's non-compliance with the terms and conditions of the grant, as outlined in the Agreement and the Agreement Documents.

B. The Agency may terminate, in its sole discretion, this Agreement and all of its obligations hereunder immediately upon written notice to Subrecipient, and recapture Program Funds from Subrecipient and/or rescind its obligation to disburse Funds to Subrecipient in the event Subrecipient is not in compliance with the terms and conditions of this Agreement.

C. Either the Member or the Agency may terminate this Agreement at any time for any reason by providing 30 days prior written notice to the other party. In the event of said termination by the Member, the Agency will require the return of any disbursed, but unused funds and may require completion of any current units being rehabilitated at the time of the notice.

D. Upon termination of this Agreement all of the Subrecipients work product, including files pertaining to this Agreement, shall become the property of the Agency if requested.

E. In the event of termination, the Member shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Agreement by the Member. The Agency may withhold any reimbursement to the Member for the purpose of a set-off until such time as the exact amount of damages due the Agency from the Member is determined.

F. In the event of a termination of this Agreement, Subrecipient must continue to comply with record

retention requirements and provisions regarding confidentiality and indemnification.

Part XIII. Default, Remedy, Suspension and Termination of Subaward

A. Each of the following may be deemed an Event of Default under this Agreement:
   1. Any material failure by Subrecipient to comply with the terms and conditions of this Agreement whether stated in this Agreement, a federal statute or regulation, North Carolina statute or regulation, the Agreement Documents or any warranty or assurance by Subrecipient.
   2. Subrecipient fails to expend Funds in accordance with Program requirements.
   3. Subrecipient fails to return Funds, subject to recapture, to the Agency within the requested time frame.
   4. Subrecipient becomes the subject of a federal, state, or local investigation related to the use of federal or state funds.
   5. Subrecipient fails to continue as a going concern; becomes insolvent, defunct, or commences bankruptcy proceedings; or should any director, officer, or senior manager of Subrecipient engage in fraud, willful misconduct, and gross negligence or misappropriate any Funds.
   6. Subrecipient's acts or omissions, in the sole determination of the Agency, may cause significant reputational harm to the Agency or the Program.
   7. Any Subrecipient misrepresentation in its application or supporting material which, if known by the Agency, would have resulted in the Subaward not being made.

B. Discovery of Events

   The Agency may become aware of Events of Default in any number of ways, including but not limited to:
   1. Third party compliance reviews;
   2. Random file reviews;
   3. Reports of noncompliance by third parties such as media, government agencies, Subrecipient's clients, and/or whistle blowers; or
   4. Reviews of audited financial statements and other Uniform Guidance audits.

C. Notice of Events of Default. If the Agency becomes aware of an Event or Events of Default, the Agency will give Subrecipient written notice of the occurrence and a reasonable opportunity to respond to notification or take corrective action as appropriate, if, in the discretion of the Agency the default is capable of being cured. The Agency reserves the right to send notification to Subrecipient's Board of Directors, the State of North Carolina and HUD.

D. Failure to Remedy an Event of Default. In the event of default or non-compliance with this Agreement, the Agency may exercise the remedies for noncompliance in accordance with 2 CFR 200.338 (a-f). If Subrecipient is unable to cure the Event of Default to the satisfaction of the Agency, then the Agency may
   1. Recover misspent or unspent Funds;
   2. De-obligate awarded but undisbursed Funds;

3. Terminate the Agreement for cause. Upon termination of the Agreement, all unspent Funds (as determined by the Agency) shall revert immediately to the Agency, in either the form of recapture or de-obligation;
4. Use information learned in the process of consideration of future funding actions;
5. Recapture Funds; or
6. Take other legally available remedies.

Part XIV. General Terms and Conditions

Section 1: Publicity

The Member may publicize its participation in the Program and the conduct of activities under this Agreement without prior review by the Agency, provided that all communications contain the following language: *"This program was sponsored by Beaufort County, with funds provided by the N.C. Housing Finance Agency."* Copies of publications or news releases shall be furnished to the Agency.

Section 2: Records Retention Policies

1. The Subrecipient shall establish and comply with a records retention policy. This policy shall be made available to the Agency at its request.

2. Financial records, supporting documentation, statistical records, and all records pertinent to the subaward shall be retained for a period of five (5) years from the date of the project close out letter (PG 3.6.1). The only exceptions are as follows:

   a. If any litigation, claim or audit is started before expiration of the five (5) year period, the records shall be retained until the litigation, claims or audit findings involving the records have been resolved and final action taken.

   b. Records for real property and equipment acquired with grant Funds shall be retained for three (3) years after final disposition.

   c. When the Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the Agency to extend the retention period.

   d. If Subrecipient must report program income after the period of performance then it must comply with 2 C.F.R. §200.333(e).

   e. Subrecipient will comply with 2 C.F.R. §200.333 (f) as it relates to retention of records for indirect cost rate proposals and cost allocations plans. Under this section the following types of documents and their supporting records shall be retained: indirect cost rate computations or proposals, cost allocation plans, and any similarly accounting computations of the rate at which a particular group of costs is chargeable: 1) if submitted for negotiation see 2 CFR §200.333(f)(1); if not submitted for negotiation see 2 CFR §200.333(f)(2).

3. Notwithstanding the foregoing retention policy, or any other provision of this Agreement, the Agency, the Federal Awarding Agency, and their authorized representatives, agents' and third-party contractors' will have access and a right to inspect Subrecipient's site, documents, records and personnel access for evaluation purposes for as long as records are retained.

Section 3: Confidentiality

The Member must maintain the confidentiality and security of records in compliance with the North Carolina Identity Theft Protection Act, the Gramm-Leach-Bliley Act and other federal and state privacy laws ("Applicable Laws"). The Applicable Laws pertain to the security and privacy of personal and financial information along with identifying information such as social security numbers. The Member is responsible for compliance with the Applicable Laws. In the course of providing services hereunder, the Member may have access to an individual's confidential information. Confidential Information includes, but is not limited to, names, personal addresses, credit reports, social security numbers and other personal identifying information. Confidential Information shall be used by the Member only in conjunction with the provision of services hereunder and shall not be disclosed to any third party. The Member agrees to hold harmless and indemnify the Agency for any cost, legal actions, or disputes of any nature whatsoever incurred if the Member violates this provision or any Applicable Law. The Member shall keep all Confidential Information secure, including without limitation, implementing physical security measures and operating procedures.

Section 4: Mandatory Disclosures

The Member must disclose to the Agency, in a timely manner, in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Subaward of the Federal Award. Failure to make required disclosures can result in any of the remedies for noncompliance listed in 2 C.F.R. §200.338 including suspension or debarment (See also 2 C.F.R. part 180).

Section 5: Laws and Regulations

The Member agrees to remain fully informed of all laws and regulations that apply to the Subrecipient, and will give Agency prompt notice of any action or event that may be cause for suspension or termination of this Agreement. Failure to provide such notice will constitute a breach of this Agreement. Any and all information regarding this Subaward should be forwarded to your auditors when organizing your annual audit.

Section 6: Notices

All legal notices, reports, requests, demands and other communications under this Agreement shall be in writing and referred to each party's point of contact as listed below. All such notices under this Agreement sent to the other party shall be considered received: (a) when personally delivered; (b) when delivered by commercial overnight courier with verification receipt; or (c) three (3) days after having been sent, postage prepaid, via certified mail, return receipt requested.

To the Agency: North Carolina Housing Finance Agency
Attn: Michael Handley, Manager of Home Ownership Rehabilitation and Compliance
PO Box 28066
Raleigh, NC 27611-8066

To the Subrecipient: Beaufort County
Attn: Brian Alligood, County Manager
121 West 3rd Street
Washington, NC 27889

Section 7: Agreement Changes
Any proposed changes in this Agreement shall be in writing, submitted to and approved and executed by the Agency before the performance of any work involved in the proposed change.

Section 8: Assignment
This Agreement cannot be assigned.

Section 9: Indemnification
The Member agrees to hold harmless and indemnify the Agency from any and all claims, loss, cost or expense, including reasonable attorney's fees, for any injury or damage, whatsoever, which may arise in connection with work performed under this Agreement or pursuant to the Member's activity, errors or omissions in connection with this Agreement.

Section 10: Inconsistencies; No Waiver
In case any provision of this Agreement is held to be invalid, then such provision shall be amended by the parties only to the extent necessary to be enforceable consistent with the parties' intent, and the remainder of the provisions shall remain in full force and effect. No waiver by either party of any breach or failure of compliance with respect to any provision of this Agreement shall be deemed a continuing waiver, nor shall any delay or omission by either party to exercise any right hereunder impair in any manner the exercise of any such right.

Section 11: Governing Law
This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of North Carolina. Each party expressly consents to the jurisdiction of the State of North Carolina.

Section 12: Entire Agreement
This Agreement and all Attachments and/or Exhibits, specifically including the ESFRLP Program Guidelines, constitutes the entire Agreement between the Agency and the Member.

Part XV. Authorization of Signature

By signing this Agreement, the Member certifies that all representations made in its ESFRLP application are true, and in the event of any misrepresentations, the Agency has the option to rescind any obligations to Member regarding the Funds or recapture any Funds awarded or intended to be awarded to the Subrecipient. The person signing this Agreement further certifies that he/she is authorized to execute this agreement on behalf of the Subrecipient, and to the best of his/her knowledge and belief:

Section 1: Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Member, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Member will complete and submit a Standard Form –LLL, "Disclosure Form to Report Lobbying", to the Agency.
3) The Member will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, or cooperative agreements) and that all subgrantees will certify and disclose accordingly.
4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Section 2: Debarment, Suspension, and Other Responsibility Matters

The Member certifies by signing below that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Section 3: Audit and Access to Records

The Member certifies by signing below that it complies with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R 200), will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Section 4: English Language 2 CFR §200.111

The Member certifies by signing below that it will comply with 2 CFR §200.111 which states, in part, that all Federal financial assistance announcements and Federal award information must be in the English language and must be in the terms of U.S. Dollars. The Subrecipient may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the Subrecipient' s employees who are working on the Federal award/Subaward are not fluent in English, the Subrecipient must provide the Federal award/Subaward in English and the languages with which the employees are more familiar.

Section 5: Conflict of Interest 2 CFR §200.112
The Member certifies by signing below that it will disclose in writing to the Agency any potential conflicts of interest in accordance with applicable Federal Awarding Agency policy or Agency policy.

Section 6: Mandatory Disclosures 2 CFR §200.113
The Member certifies by signing below that it agrees to comply with 2 CFR §200.113 which states that the Subrecipient must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations, potentially affecting the Federal Award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Section 7: Electronic Signatures
Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

Electronic signature means any electronic symbol or process attached to or logically associated with a document and executed and adopted by a party with the intent to sign such document.

Beaufort County

Attest

By: _____ Date: 8/19/22
Its: County Manager

North Carolina Housing Finance Agency

Attest

By: _____ Date: 8/16/22
Its: Manager of Home Ownership Rehabilitation and Compliance

AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND
2022 ESSENTIAL SINGLE FAMILY HOUSING LOAN POOL GRANT FUND
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2022-2023

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The Grant Project Fund is to account for funds awarded for housing rehab through the 2022 Essential Single Family Housing Loan Pool Grant.

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

REVENUES:

302-3525-426100	HOUSING FINANCE AGENCY REV	$ 162,000

EXPENSES:

302-4965-569320	HOUSING REHAB	$ 162,000

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

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

Section 5. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 6. This ordinance shall become effective upon its adoption.

This the 6th day of September 2022.

_____
Chairman

Attest:

_____
Clerk

ADDENDUM 5

Opioid Settlement Strategies

Peer Support Specialists Enhance Mental Health, Substance Use Recovery



Lesa Mutters, Cherry's Hope and Wellness Center program director, at Cherry Hospital. Photo courtesy Lesa Mutters.

Sept. 19, 2019 – To assist in the recovery of individuals with mental health and substance use disorders, peer support specialists are being utilized more frequently throughout North Carolina and as part of programs and facilities operated by the NC Department of Health and Human Services.

A peer support specialist participates in treatment teams, much like an advisor, and offers guidance based on lessons they have learned from their own recovery journeys. Rather than just relying on medical experts, treatment teams include peer support specialists because

they can connect to patients differently than traditional treatment providers. These individuals have experienced firsthand the difficulties of recovery and can use that lived experience to help others.

The three psychiatric hospitals operated by DHHS employ peer support specialists to enhance the effectiveness of treatment teams. Cherry Hospital (/divisions/dsohf/cherry-hospital) in Goldsboro is the first state-run psychiatric hospital in North Carolina to add certified mental health peer support specialists to its staff. The hospital has five peers who are integrated throughout the hospital.

"The expansion of the peer support program has improved the overall patient experience at our hospital in countless ways. We consistently rely on the peer staff's experience and input to guide us in decision-making and problem-solving," said Lesa Mutters, Cherry Hospital Hope & Wellness Center Programming Director. "We cannot place a value on the experience they bring to the table and the positive impact they have on our organization."

There are currently 3,780 peer support specialists in North Carolina. To become a peer support specialist, they must be over the age of 18 and living in recovery from mental health/substance use disorders. They must have completed required certification training (https://pss.unc.edu/certification) in skills to offer support for recovery and adhere to a code of ethics. Recertification is required every two years.

Certified Peer Support Specialists are employed in a variety of settings, including Local Management Entity-Managed Care Organizations (LME-MCOs), mental health and substance use disorder providers, peer-run organizations, private and DHHS-run psychiatric hospitals and alcohol and drug abuse treatment centers (/divisions/dsohf/facilities) and the state's piloted peer respite center. This approach to treatment is considered a people-focused strategy to turn the tide on the opioid epidemic, a top priority of Governor Roy Cooper and the NC Department of Health and Human Services.

At the DHHS-operated Julian F. Keith (JFK) Alcohol and Drug Abuse Treatment Center (/divisions/dsohf/julian-f-keith-alcohol-and-drug-abuse-treatment-center) in Black Mountain, there are four peer support specialists who work with patients to teach them recovery management skills and connect them with community resources. JFK also employs two full-time "peer bridgers" who connect individuals to their next treatment provider. To further recovery success, JFK also connects patients to transitional housing services, which are also staffed with peer support specialists to continue to offer guidance to people in recovery.

Central Regional Hospital in Butner and Broughton Hospital in Morganton also have peer support teams. For example, Broughton Hospital (/divisions/dsohf/broughton-hospital) hosts recovery support groups, such as Alcoholics Anonymous and Narcotics Anonymous, that are

led by peers who are simultaneously receiving mental health care and working through their own challenges with substance use disorders.

DHHS is also supporting the use of peer support specialists outside of its own facilities. In 2018 (/blog/2018-05-30/dhhs-partners-ncha-pilot-program-combat-opioid-crisis), DHHS and the North Carolina Healthcare Association (NCHA) awarded grants to six North Carolina emergency departments. The grants enabled participating hospitals to embed certified peer support specialists in their emergency departments to connect patients to treatment, recovery and harm reduction supports.

Furthermore, the Department is working to support the peer support specialist workforce. The Department's Division of Mental Health, Developmental Disabilities, and Substance Abuse Services has partnered with the UNC Behavioral Health Springboard at UNC-Chapel Hill to implement course development for the field as it evolves.

Author: Lindsay K. Saunders

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What Expanding Medicaid Would Mean for North Carolina (/blog/2022/06/09/what-expanding-medicaid-would-mean-north-carolina)

A PRIMER ON OPIOIDS

THE CRITICAL ROLE OF HEALTH EDUCATION IN PREVENTING ADDICTION AND SAVING LIVES

Opioid refers broadly to a class of chemicals that inhibit pain receptors in the brain, spinal cord, and digestive tract that function to reduce the effects of pain. This includes heroin (a highly addictive, illegal substance), fentanyl, hydrocodone (e.g., Vicodin®), oxycodone (e.g., OxyContin®, Percocet®), methadone and morphine.[1-2] Opioids provide a feeling of euphoria making them increasingly addictive. Repeated administration may lead to opioid tolerance due to decreased drug potency, in which a higher dose is needed to achieve the same effects.[3]

Health education specialists teach people about behaviors that promote wellness. Health education specialists provide education and training on substance abuse prevention and mental health in K-12 schools, communities and worksites. These efforts complement those of clinical health care providers, addiction counselors, community health workers, first responders, community advocates and many other professionals involved in addressing the opioid crisis.[4]

Opioid use, misuse, and use disorders

Opioids have long been employed for their effect on pain. However, opioid prescribing practices to treat chronic pain increased within the past 40 years.[5] Such increased prescriptions, along with dramatic increases in illegal drug uses and manufacturing, have led to today's crisis:

- **Doctors are prescribing opioids more often,** for a longer duration and at higher doses than ever before, leaving patients feeling misled. Increased medications lead to misuse of opioids and combined drugs.[1, 6]
- **Opioid use disorder (OUD),** in which individuals become addicted to opioids, may result in related overdose death. Opioid misuse occurs due to pain, injury, trauma, despair, and age.[2] High tolerance makes it difficult to abstain from use, thus many continue to use opioids while experiencing withdrawal to avoid or alleviate the symptoms.[7-8]
- **Fentanyl use is on the rise.** In 2016, nearly half of opioid-related overdose deaths involved fentanyl.[9] Illicitly-manufactured fentanyl (IMF) is now found in combination with other drugs, like heroin.[9] This means it is imperative to increase education on drug potency and combined illicit drugs.[10]
- **Comorbidities are exacerbated by the opioid crisis,** including Hepatitis C, HIV, and neonatal opioid withdrawal syndrome.[11]
- **The opioid crisis has contributed astronomically in economic burden** and increase in crime, violence, and disruptions in family, workplace, and educational environments.[11]

In 2016:[12]



116 Americans died each day from drug overdose



$504 billion in economic costs



The health education approach to prevention and treatment

Health education specialists are vital in the education and prevention of opioid addiction and misuse. Health education on national, state and local levels is needed to raise awareness of the problem, educate youth and communities about substance abuse, provide linkages to community resources for mental health, train the public on proper use of naloxone, reach persons with co-morbidities, and conduct research on ways to reduce stigma of drug addiction for seeking early treatment. **A coordinated approach involving informed efforts of evidence-based harm reduction strategies is needed to curb the opioid epidemic and prevent deaths** (e.g. health education, medical, mental, and social health services; health departments; nonprofit and community-based organizations; community members). **Medication-assisted treatment (MAT),** an approach that combines medication (methadone, buprenorphine, or naltrexone) with counseling and behavioral therapies, is effective in preventing repeat overdose.[7] **Naloxone,** a medication that acts to block the effects of opioids, can reverse an overdose and can be life-saving.[7] **Prescription drug monitoring programs (PDMPs)** identify patients at risk of opioid addiction or overdose assuming enrolled prescribers regularly use PDMPs.[13]

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www.sophe.org | @SOPHEtweets

The latest Updates and Resources on Novel Coronavirus (COVID-19) (/2020-01-22-updates-and-resources-novel-coronavirus-2019-cov).

Collaborating with Communities

Ending the opioid epidemic requires a coordinated community response. Hospitals and health systems are actively partnering with organizations and people in their communities to address the epidemic together. It is important to connect with community opioid treatment programs, buprenorphine/naloxone providers, and explicitly encourage communitywide conversation. For example, hospitals and health systems are reaching out to other health care providers, state and local health departments, local behavioral health authorities, law enforcement, nonprofit organizations, including those focused on substance use disorders, community mental health centers, federally qualified health centers, faith-based groups, pharmacies, local political leaders, schools and district attorneys. Many hospitals are engaging recovery specialists to help patients admitted for drug overdose to enter treatment, expanding substance use disorder treatment services, providing naloxone to first responders, integrating physical and behavioral health care, joining with law enforcement to facilitate access to treatment, funding public education programs, educating community clinicians, participating in drug take-back days, and more. Below are resources and examples to help facilitate community partnerships and activities.

- Drug Court Teams – New Ulm Medical Center, New Ulm, MN (https://www.aha.org/system/files/2018-02/17-behavioral-case-example-new-ulm-medical-center.pdf) (May 2017): Teams of legal and medical professionals who provide comprehensive support to help those dependent on drugs or alcohol and who have been convicted of a nonviolent criminal offense stay sober, out of jail and participating positively in the community.
- Project Lazarus. (https://www.projectlazarus.org/home) (n.d.) This project is a community-based overdose prevention program that focuses on increasing access to naloxone for prescription opioid users by encouraging physicians to prescribe the antidote to patients at highest risk of an overdose. Project Lazarus offers communities and individuals access to a host of resources on many topics, including: coalition formation, capacity building, sustainability, chronic pain management, safe prescribing practices for providers, opioid overdose education, awareness, safe medication usage materials, and project Pill Drop, a community-based medication disposal program.
- Project ECHO – Opioid Addiction Treatment. (https://echo.unm.edu/) (2017) Project ECHO (Extension for Community Healthcare Outcomes) is a collaborative model of medical education and care management that empowers clinicians everywhere to provide better care to more people, right where they live. The ECHO model™ dramatically increases access to specialty treatment in rural and underserved areas by providing front-line clinicians with the knowledge and support they need to manage patients with complex conditions. It does this by engaging clinicians in a continuous learning system and partnering them with specialist mentors at an academic medical center or hub.
- Drug Overdose Immunity and Good Samaritan Laws. (http://www.ncsl.org/research/civil-and-criminal-justice/drug-overdose-immunity-good-samaritan-laws.aspx) (2017) The National Conference of State Legislatures has a compilation of resources including the importance of the use of naloxone and Good Samaritan laws.
- Webinar: Strategies Addressing the Opioid Crisis in Tribal Communities. (http://theathenaforum.org/webinar_strategies_addressing_the_opioid_crisis_in_tribal_communities) (2017) This webinar highlights effective approaches to addressing the opioid crisis in tribal communities. The webinar includes presentations from the Muckleshoot Tribe, Mashpee Wampanoag Tribe, White Earth Nation and the Indian Health Service National Committee on Heroin, Opioids, and Pain Efforts.
- Opioid Overdose Prevention Toolkit. (https://store.samhsa.gov/product/Opioid-Overdose-Prevention-Toolkit/SMA18-4742) (2016) This toolkit offers strategies to health care providers, communities, and local governments for developing practices and policies to help prevent opioid-related overdoses and deaths.
- Drug Take Back and Disposal Resources
  - National Drug Take Back Days. (https://www.deadiversion.usdoj.gov/drug_disposal/takeback/) The Drug Enforcement Administration (DEA) s hosts two national drug take back days annually (https://www.deadiversion.usdoj.gov/drug_disposal/takeback/). The next take back day is scheduled for **October 27, 2018.** We recommend that hospitals wishing to support these efforts work with their community coalitions, which should include law enforcement. Collaborating as a coalition enables communities to assess the best potential drop-off locations and work together to publicize the event. It is important to keep in mind that hospitals and others organizations participating in a national drug take back day **must work with local law enforcement.**
  - Ongoing Take Back Programs. In 2014, DEA finalized a regulation that expanded opportunities for drug disposal. The regulation explicitly describes how hospitals and clinics with on-site pharmacies, narcotic treatment programs, and retail pharmacies can run mail-back programs or maintain collection receptacles at their registered locations. Read AHA's advisory about the regulation. (http://www.aha.org/advocacy-issues/tools-resources/advisory/2016/160607-quality-adv-opiods.pdf)
- Other Activities: Through newsletters and social media, hospitals can make patients aware of other ways to dispose of unused medications.
  - The DEA's website (https://apps.deadiversion.usdoj.gov/pubdispsearch/spring/main?execution=e1s1) has a search tool for authorized collector locations.
  - Disposal of Unused Medicines: What You Should Know. (https://www.fda.gov/Drugs/ResourcesForYou/Consumers/BuyingUsingMedicineSafely/EnsuringSafeUseofMedicine/SafeDisposalofMedicines/ucm186187.htm) The FDA provides information on what medications can be flushed down the toilet.

- One state takes a novel approach to opioid addiction: Access to treatment for all inmates. (https://www.statnews.com/2017/08/03/opioid-treatment-prisons/) (2017) The Rhode Island Department of Corrections has expanded its medication-assisted treatment program to its entire prison population.

Collaboration with Communities Case Examples

- Rapid Response to the Opioid Crisis (http://essentialelements.naccho.org/archives/11083). (July 2018) This white paper explores how communities are using location-based approaches to address the opioid epidemic. Download of white paper requires free registration.
- Opioid Misuse in Rural America (https://www.usda.gov/topics/opioids). (February 2018) The purpose of this website is to assist rural leaders with resources, information and best practices to help rural communities respond to and manage the opioid crisis.
- Our Community Responds to the Opiate Epidemic: Hospitals and Health Systems Impacting the Opiate Crisis. (https://www.aha.org/advocacy-webinar-recording/2016-03-28-our-community-responds-opiate-epidemic-hospitals-health) (2016) Senior executives from Oregon Health State University Hospital, Portland, Ore. provide extensive details about a three-county collaborative involving 14 hospitals from four health systems, two CCOs and four health departments, which developed a community standard to reduce the use of and addiction to opiates.
- Hampton Police and Sentara partner to combat opiate overdoses. (http://wtkr.com/2016/11/14/hampton-police-and-sentara-partner-to-combat-opiate-overdoses/) (2016) This article describes how Sentara CarePlex Hospital partnered with the local police in Hampton, Va., to supply and provide training on using Narcan.
- Morrison County's Success in Combating Prescription Drug Abuse. (https://www.aha.org/2017-12-11-morrison-countys-success-combating-prescription-drug-abuse) (2015) This webinar describes the work and impact of a Controlled Substance Care Team and a community Prescription Drug Task Force. The speakers share how key community partners have collaborated to address chronic opioid use in a rural community.
- The Addiction Crisis: A Community's Response. (https://www.aha.org/webinar-recordings/2017-10-04-addiction-crisis-communitys-response) (2016) The speakers share how their Northern Shenandoah Valley community in rural Virginia coalesced to develop strategies to effectively respond to the challenge of heroin and opiate use. Initiatives include "Breaking the Code of Silence," an educational campaign to highlight awareness; installation of drug take-back boxes at various locations; development and access to transitional care after incarceration; establishment of a drug treatment court; and use of a peer recovery network; and more.
- The Safe Passage Initiative: Hospitals and Health Systems Impacting the Opiate Crisis. (https://www.aha.org/advocacy-webinar-recording/2016-03-28-safe-passage-initiative-hospitals-health-systems-impacting) (2016) Safe Passage is an addiction recovery initiative that allows people seeking treatment to contact police without fear of arrest, as long as they don't have any outstanding warrants. People can also turn over drugs and paraphernalia without being charged.
- Improving Addiction Care Team. (https://www.aha.org/2017-10-06-improving-addiction-care-team-impact-oregon-health-sciences-university-ohsu) (2017) To address the rise in opioid-related admissions and deaths, the Improving Addiction Care Team (IMPACT) at Oregon Health Sciences University (OHSU) built on existing relationships with OHSU leadership and community partners. Specifically, the IMPACT intervention was built on a program called the Care Transitions Innovation (C-TRAIN), following an assessment of community needs and resources.
- Substance Use Prevention: How to Make it Work in Your Community (https://www.aha.org/advocacy-webinar-recording/2017-01-19-substance-use-prevention-how-make-it-work-your-community) (January 19, 2017): Joint Webinar with the Association for Community Health Improvement showing research behind substance use prevention and presenting a real-life example of how Utah is using a collaborative state-wide approach to address the opioid epidemic.

ADDRESSING THE OPIOID EPIDEMIC (/ADVOCACY/ACCESS-AND-HEALTH-COVERAGE/ACCESS-BEHAVIORAL-HEALTH/OPIOIDS)

- Clinician Education on Prescribing Practices (/bibliographylink-page/2018-09-28-clinician-education-prescribing-practices)
- Nonopioid Pain Management (/bibliographylink-page/2018-09-28-nonopioid-pain-management)
- Addressing Stigma (/bibliographylink-page/2018-09-28-addressing-stigma)
- Treatment Options for Opioid Use Disorders (/bibliographylink-page/2018-09-28-treatment-options-opioid-use-disorders)
- Patient, Family and Caregiver Education (/bibliographylink-page/2018-09-28-patient-family-and-caregiver-education)
- Transitions of Care (/bibliographylink-page/2018-09-28-transitions-care)
- Safeguarding Against Diversion (/bibliographylink-page/2018-09-28-safeguarding-against-diversion)
- Collaborating with Communities (/bibliographylink-page/2018-09-28-collaborating-communities)
- Advocacy/Policy (/bibliographylink-page/2018-09-28-advocacypolicy)

Related Resources

ADVANCING HEALTH PODCAST

Leadership Dialogue Series: Julie Yaroch from ProMedica Charles and Virginia Hickman Hospital (/advancing-health-podcast/2022-08-22-leadership-dialogue-series-julie-yaroch-promedica-charles-and)

Some 57 million rural Americans depend on their hospital as an important source of care as well as a critical component of their area's economic and social...

ADVANCING HEALTH PODCAST

ADDENDUM 6

Tobacco Free Campus Policy for Health Department

Tobacco Free Policy for Staff, Clients, and Visitors

Purpose

Tobacco use remains the leading cause of preventable disease and death in the United States. Secondhand smoke is a well-documented danger to health.

The purpose of this policy is to establish a 100% tobacco-free environment for the health of all staff, clients, and visitors. This policy covers the use of any tobacco product and applies to staff, clients, and visitors of Beaufort County Health Department.

This policy supersedes the previous Tobacco Use policy.

Policy

To promote Beaufort County Health Department's commitment to public health, this policy prohibits tobacco use in all portions of the health department property to include buildings, grounds, and vehicles.

Beaufort County Health Department wishes to maintain good relationships with its neighbors, so trespassing on, loitering on, or littering on neighboring properties is not permitted. This includes public rights-of-way, neighboring sidewalks, bus stops, and lawns.

This policy applies to smoking combustible tobacco products and the use of non-combustible tobacco products, including electronic, heated, and smokeless tobacco products, and/or nicotine products that are not approved by the FDA as tobacco treatment medications. Examples include smoking of cigarettes, cigars, or pipes or the use of chewing or spit tobacco, tobacco substitutes (e.g., clove cigarettes), electronic nicotine delivery systems, non-FDA approved devices, or other tobacco products. Tobacco use shall be understood to also include vaping or vaporizing.

This policy prohibits Beaufort County Health Department from purchasing, accepting as donations, and/or distributing tobacco products to the clients we serve. This does not include FDA approved nicotine replacement medications prescribed as part of tobacco cessation treatment.

Procedures

1. Staff

a. For purposes of this policy, staff are defined as employees, students, interns, and contract workers.
b. All staff are expected to comply with this policy.
c. This policy will be explained during new employee orientation.
d. Supervisors will discuss tobacco breaks with their staff if needed. Two fifteen-minute breaks will be allotted; one in the morning and one in the afternoon.
e. Job announcements will display a notice that Beaufort County Health Department has a tobacco-free environment policy.
f. Staff may not smoke or use other tobacco products in their personal vehicles while the vehicle is on Beaufort County Health Department property.
g. Employees who fail to adhere to this policy will be subject to progressive disciplinary action.

2. Clients and Visitors

a. Clients and visitors are prohibited from smoking or using tobacco on Beaufort County Health Department property.
b. Staff who encounter clients and visitors violating this policy are encouraged to politely explain the policy. If staff members encounter difficulty with enforcing this policy, they should contact their supervisor.
c. Signs will be posted in strategic locations on the property, both indoors and outdoors.

3. Tobacco Use Cessation

a. Beaufort County Health Department will assist staff and clients who wish to quit using tobacco products by facilitating access to recommended tobacco cessation programs and/or materials.

ADDENDUM 7

Authorize NCDWI Funding Application

McDavid Associates, Inc.

Engineers • Planners • Land Surveyors

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August 27, 2022

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

Subject: Recommendation Supplemental Funding Application Supplemental Southside WTP Expansion and Well Improvements
Beaufort County Water District I - Washington Township

Dear Ms. Smith:

In reference and to summarize project status/recent project meeting discussion, project contractor, T.A. Loving Company (contractor for both Contract No. 14 and Contract No. 15) identified significant material cost increases in excess of $750,000. Material cost increases are impacting utility construction industry-wide. Recognizing that current project budget could not accommodate such increases, District I submitted a request to the funding agency (Division of Water Infrastructure) for supplemental grant funds under the following options:

1. Award of supplemental State Drinking Water Reserve grant funds of $750,000.00
2. Award of American Rescue Plan Act (ARPA) grant funds in the amount of $750,000.00 based on Beaufort County's designation as a "distressed" community.
3. Reallocation of funds currently awarded to other water districts that are currently unallocated due to cost underruns (chlorine conversion projects).

Reference Option 1, the Division of Water Infrastructure advised that there was not presently any available State Drinking Water Reserve grant funds, but that additional 0% loan funds were available.

Reference Option 2, the Division of Water Infrastructure advised that a calculation error was made and Beaufort County was not a designated "distressed" community.

Reference Option 3, the Division of Water Infrastructure advised that award was feasible under an option where excess available funds were identified and District I submitted a supplemental grant application in the September 2022 application round.

To position District I to meet Option 3, we recommend that an authorizing resolution be adopted to approve submittal of an application on September 30. A copy of the State-formatted resolution is attached for consideration.

Without supplemental funding, further scope reduction will be required. In support of supplemental funding request, identification of excess funds in other projects must be quantified. We are developing a summary of available funds while addressing other options (such as SCADA system upgrade).

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

Sincerely,

McDAVID ASSOCIATES, INC.

Richard B. Moore

Richard B. Moore, P.E.
Farmville Office

Enclosures

RESOLUTION
AUTHORIZING DIVISION OF WATER INFRASTRUCTURE APPLICATION
SOUTHSIDE WTP EXPANSION AND WELL CONSTRUCTION
BEAUFORT COUNTY WATER DISTRICT I - WASHINGTON TOWNSHIP

WHEREAS, Beaufort County Water District I - Washington Township has need for and intends to construct, plan for, or conduct a study in a project described as Southside Water Treatment Plan Expansion and Well Construction, and

WHEREAS, Beaufort County Water District I - Washington Township has been awarded a $750,000 loan (0% interest, 20 year term) and $2,250,000 grant under Division of Water Infrastructure State Drinking Water Reserve Project H-SRP-D-17-0019, and

WHEREAS, Utility industry material cost increases have resulted in documented project cost overrun, and

WHEREAS, In lieu of scope reduction and in an effort to obtain supplemental grant funding, a request for supplemental grant funding is recommended, and

WHEREAS, Beaufort County Water District I - Washington Township intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BEAUFORT COUNTY WATER DISTRICT I - WASHINGTON TOWNSHIP:

That the Beaufort County Water District I - Washington Township, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Beaufort County Water District I - Washington Township to make a scheduled repayment of the loan, to withhold from Beaufort County Water District I - Washington Township any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Frankie Waters, Chairman, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

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

_____
Frankie Waters, Chairman
Beaufort County Water District I – Washington Township

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Beaufort County Water District I - Washington Township does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of Beaufort County Water District I - Washington Township duly held on the _____ day of _____ 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2022.

ATTEST:

_____
Katie Mosher
Clerk to the Board

(SEAL)

ADDENDUM 8

Vehicle Purchase, Facilities Maintenance

BILL OF SALE

Feyer Ford of Ahoskie

711E. MEMORIAL DR.
AHOSKIE, NC 27910
Phone: 252-332-2133 Fax: 252-332-5075

Your Friend in the Car Business

INVOICE #	DATE	STOCK #
	7/27/2022	

Description	Amount
Selling Price	38,773.00
N/A	N/A
Fees and Taxes	
Taxes – Vehicle Tax	N/A
Taxes – Sales Tax	N/A
Taxes – Other	N/A
License Fees	21.00
Title Fees	N/A
Registration Fees	N/A
GAP	N/A
VSI	N/A
Total Fees and Taxes	21.00
Total Cash Price	38,794.00
Other Charges	
Credit Life Insurance ☐ Single ☐ Joint	N/A
Disability Insurance ☐ Single ☐ Joint	N/A
Physical Damage Insurance	N/A
Service Contract/Extended Warranty	N/A
Finance Charges	N/A
Total Other Charges	N/A
Total Time Price	38,794.00
Settlement	
Deposit Amount	N/A
Cash On Delivery	N/A
Rebate(s)	N/A
Note Due	N/A
Total Trade Allowance N/A	
Total Trade Payoff N/A	
Net Trade Amount	N/A
Total Down Payment	N/A
Payments of	
due beginning	
Total of Payments	N/A
Total Settlement	38,794.00

PURCHASER'S NAME & ADDRESS

Beaufort County
121 West 3rd Street
Washington, NC 27889

todd.taylor@co.beaufort.nc.us

Home Phone	Work Phone	E-Mail Address
252-940-8594	252-940-8346	

New/Used	Year	Make	Model
New	2022	Ford	F-150

Vehicle Identification Number

1FTEX1EB9NKD74216

Car/Truck	Color	Mileage	Key Numbers
Car	WH	166	

Dealership Personnel

Sales Person #1	Ron Christiano
Sales Person #2	
Business Mgr.	Ron Christiano

Lien Holder Information

Ins. Co.

Policy # | Exp. Date

Agent | Phone #

Purchaser(s) hereby acknowledges the receipt of a copy of this Bill of Sale and has had a chance to review it prior to signing, and agrees to the terms and conditions.

(Seller) (Date) 7/27/2022

(Purchaser) (Date)

(Co-Purchaser) (Date)

NO LIABILITY INSURANCE INCLUDED

I WILL NEED AN ANSWER YOU LATER THAN 10:30 AM. IF YOU WANT THE TRUCK. ALL THE ARRANGEMENTS TO SO GET IT HAVE BEEN MADE AHEAD

Used Vehicle(s) Traded

Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #
N/A						
Allowance N/A	Payoff N/A	Payoff To				
Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #
N/A						
Allowance N/A	Payoff N/A	Payoff To				

KAN-000530 MD 8-NORGAL,NE,200530,NF032 994 220220612 BLEND 1432 | ULG | PERF | CERT | CERT | TRD | R RAMP | MD BUMP | C CAMP | BOOK | EXP L | ROTA | 006395 846/1780 1FTEX1EB9 NKD74216 NB FU13

F-150

NK D74216

Ford

Go Further

ford.com

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- PICKUP BOX TIE DOWN HOOKS
- REAR, 170-DEGREE DOOR
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- 4" PRODUCTIVITY SCREEN
- 60/40 FOLD-UP REAR BENCH SEAT
- DUAL SUNVISORS
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- ELECT 4X4 SHIFT-ON-FLY
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM
- GAS-CHARGED SHOCKS
- OUTBOARD MNTD REAR SHOCKS
- PRE-COLLISION ASSIST W/AEB
- PWR RACK AND PINION STEER
- REAR VIEW CAMERA
- SELECTSHIFT®

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 101A	2,280.00
-XL SERIES	
-XL POWER EQUIPMENT GROUP	
-CRUISE CONTROL	
-REVERSE SENSING SYSTEM	
OPTIONAL EQUIPMENT/OTHER	
.255/70R 17 BSW ALL-TERRAIN	
3.73 ELECTRONIC LOCK RR AXLE	570.00
6480# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
50 STATE EMISSIONS	NO CHARGE
TRAILER TOW PACKAGE	1,325.00
.INTEGRATED TRAILER BRAKE CONT	
XL CHROME APPEARANCE PACKAGE	895.00
.CHROME FRONT/REAR BUMPERS	
.FOG LAMPS	
.17" SILVER PAINTED ALUMINUM	
VINYL 40/20/40 FRONT SEAT	NO CHARGE
FLEX FUEL VEHICLE	

PRICE INFORMATION	(MSRP)
BASE PRICE	$39,090.00
TOTAL OPTIONS/OTHER	5,070.00
TOTAL VEHICLE & OPTIONS/OTHER	44,160.00
DESTINATION & DELIVERY	1,795.00
TOTAL BEFORE DISCOUNTS	45,955.00
XL HIGH DISCOUNT	- 750.00
XL HIGH DISCT CHROME	- 500.00
TOTAL SAVINGS	- 1,250.00

THIS TRUCK

RAMP ONE: CU2G

RAMP TWO:

CONVOY

ITEM #: 27-Z702 O/T 2

TOTAL MSRP $44,705.00

FORD CREDIT Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

NF032 N RB 2X 250 000530 06 03 22

E85 Flexible Fuel Vehicle Gasoline-Ethanol (E85)

Fuel Economy

20 MPG combined city/hwy

19 city 22 highway 5.0 gallons per 100 miles

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 142 MPGe. Values are based on gasoline and do not reflect performance and ratings based on E85

Driving Range

Gasoline 478 miles

Ethanol (E85) 358 miles

You spend $2,250 more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $1,750

Fuel Economy & Greenhouse Gas Rating (tailpipe only) 4 (1 Worst, 10 Best)

Smog Rating (tailpipe only) 6 (1 Worst, 10 Best)

This vehicle emits 444 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fueleconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maint your vehicle. The average new vehicle gets 29 MPG and costs $2,500 to fuel over 5 years. Cost estim are based on 15,000 miles per year at $2.35 per gallon. This is a dual fueled automobile. MPGe is mil gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

eleco

late personalie

Smartphone QR Code

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight

Frontal Crash: Driver ★★★★ Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash: Front seat ★★★★★ Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★

Based on the risk of rollover in a single-vehicle crash.

45 YEARS BUILT FORD TOUGH AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2021 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular network/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

1FTEX1EB9NKD74215

Ford | FORD PROTECT

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

179

07/28/2022

2202206121432

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	August 5th 2022 Beaufort County
FINAL QUOTE	NCSA 22-08-0913 Item #196

2022 F150 Super Cab 4x4 145" Wheelbase (X1E)	$35,558.70
Painted White /Delivered	included
101A Package Now Standard on all F150 Trucks	included
53A Trailer tow Package Package	$1,245.50
96W Tough Bed Liner	$559.30
68L Bed Utility Package	$653.30
Total Per Unit	$38,016.80

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

Todd Taylor

From: Marc Lynn <marc@leechevrolet.com>
Sent: Wednesday, July 20, 2022 9:17 AM
To: Todd Taylor
Cc: Steven Lee
Subject: RE: service body quotes

CAUTION: This email originated from outside of the Beaufort County system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ok Todd, heres the best info I can get today sir. Hope it helps. The system warned in big red letters dbl cab or work truck not available to place 2023 yet and fleet 2023 price tba . im sending you this info to work on your budget needs or quoting ideas sir. It should be close. Thanks Marc

Truck 47500
Taxes 1425
Doc 799
Tags 156
Total 49880
Less 1500 current fleet disc

Grand total 48380
Ps I added 395 hitch not mentioned

Total 48,775.00

Hope this helps.....i talk with Steven on his next consensus about future availability

Marc

From: Marc Lynn
Sent: Wednesday, July 20, 2022 8:21 AM
To: TODD.TAYLOR@CO.BEAUFORT.NC.US
Cc: Steven Lee <steven@leechevrolet.com>
Subject: FW: service body quotes

Good Morning Todd,
I will send you a quote on a 2023 like you are looking for later this morning and get with Steven next Monday . he gets a consensus every other week or so and that's when they let him know what he is allowed to build more or less. The double cab hasn't come up in a good while but maybe one day. Thanks Marc

From: Marc Lynn
Sent: Tuesday, July 19, 2022 4:29 PM
To: Todd Taylor <todd.taylor@co.beaufort.nc.us>
Cc: Steven Lee <steven@leechevrolet.com>
Subject: RE: service body quotes

ADDENDUM 9

PO Threshold for Emergency Services Vehicles

BEAUFORT COUNTY, N.C.

OFFICE OF EMERGENCY SERVICES

FIRE MARSHAL · EMERGENCY MEDICAL SERVICES
EMERGENCY MANAGEMENT · ANIMAL CONTROL

Vehicle Pricing Analysis

State Contract Pricing (SCP) as documented through the NC Sheriff's Association Vehicle Procurement Program

Vehicle Base Price Comparisons (Base prices are for a 2wd single cab truck, with a V6 engine and no towing package.)

FY 21/22 State Cont. Pricing (Oct 1, 21 – Oct 1, 22)	FY 22/23 State Cont. Pricing (Oct 1, 22 – Oct 1, 23)
Ford = $23,248.65 Chevrolet = Unknown *No remaining trucks available*	Ford = $28,111.13 Chevrolet = $29,754.00 *Order Portal Open; Estimated Dec delivery date. *

BCES Spec Vehicle Price Comparisons (Spec prices are for a 4wd crew cab truck with towing package and towing capability >7,000 lbs.)

FY 21/22 State Cont. Pricing (Oct 1, 21 – Oct 1, 22)	FY 22/22 State Cont. Pricing (Oct 1, 22 – Oct 1, 23)
Ford = $35,608.94 Chevrolet = 41,146.64 *No remaining trucks available*	Ford = $43,401.27 Chevrolet = $37,916.44 *Order Portal Open; Estimated Dec delivery date. *

ADDENDUM 10

Contract Renewal, Debtbook

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide Beaufort County, NC ("**Customer**") with the Services subject to the terms established in this Order Form. This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions (the "**Terms & Conditions**"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Details
Effective Date: 9/01/22
Initial Term End Date: 8/31/24
Initial Pricing Tier: Tier 2
Billing Frequency: Annually
Payment Terms: Net 30
See the DebtBook Quote for additional details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a one-time Implementation Fee for its initial Implementation Services and (2) a recurring Subscription Fee for Customer's ongoing access to the Application Services and Support Services.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's debt, lease, and other obligations relevant to the Application Services (collectively, the "**Application Obligations**") outstanding at the time of determination.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. On each anniversary of the Effective Date, and at the beginning of any subsequent Renewal Term, the pricing tier is subject to change based on the aggregate number and amount of the Customer's Application Obligations outstanding at the time of determination.

Billing. Unless otherwise provided in the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Initial Term is subject to renewal on the terms set forth in the Terms & Conditions and as described in the "**Fees**" section above.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: _____
Name: Tyler Traudt
Title: CEO

Notice Address

300 W. Summit Avenue, Suite 110
Charlotte, NC 28203
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

BEAUFORT COUNTY, NC

By: _____
Name: _____
Title: _____

Notice Address

132 West 2nd Street
Washington, NC 27889
Attention: Anita Radcliffe
anita.radcliffe@co.beaufort.nc.us

Billing Contact

132 West 2nd Street
Washington, NC 27889
Attention: Anita Radcliffe
anita.radcliffe@co.beaufort.nc.us

DebtBook Quote

Beaufort County, NC

132 West 2nd Street

Washington, NC 27889

Anita Radcliffe

Finance Officer

anita.radcliffe@co.beaufort.nc.us

(252) 946-7721

Prepared By:

DebtBook

Adam Fekini

Account Manager

adam.fekini@debtbook.com

Notice Address:

300 W. Summit Ave STE 110

Charlotte, NC 28203

Products & Services

Description	Qty	Annual Fee	Discount	Total
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$9,750 Year 1	-	$9,750 Year 1 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$9,750 Year 2	-	$9,750 Year 2 Cost

Total 2 Year Renewal Cost: **$19,500**

ADDENDUM 11

Noise Ordinance Review

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)

ADDENDUM 12

FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) Beaufort County Government	Disaster Number: HMGP DR 4393 Hurricane Florence
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): North Carolina Department of Crime Control and Public Safety	
Applicant's Fiscal Year (FY) Start Month: July Day: 1	
Applicant's Federal Employer's Identification Number 56 - 6001521	
Applicant's Federal Information Processing Standards (FIPS) Number - 37013 -	

PRIMARY AGENT		SECONDARY AGENT	
Agent's Name	Anita Radcliffe	Agent's Name	Lisa Williams
Organization	Beaufort County Government	Organization	Mid-East Commission
Official Position	Finance Director/CFO	Official Position	Disaster Recovery Specialist
Mailing Address	132 W. 2nd Street	Mailing Address	1502 N Market Street, Suite A
City ,State, Zip	Washington, NC 27889	City ,State, Zip	Washington, NC 27889
Daytime Telephone	(252) 946-7721	Daytime Telephone	(252) 974-1843
Facsimile Number	(252) 631-0806	Facsimile Number	(252) 946-5489
Pager or Cellular Number		Pager or Cellular Number	

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and **the assurances printed on the reverse side hereof**. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this 6 day of _____, 20__.

GOVERNING BODY		CERTIFYING OFFICIAL	
Name and Title		Name	Kathleen Mosher
Name and Title	Frankie Waters, Chairman	Official Position	Clerk to the Board
Name and Title		Daytime Telephone	(252) 946-0079

CERTIFICATION

I, Kathleen Mosher, (Name) duly appointed and Clerk (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Beaufort County Government (Organization) on the _____ day of _____, 20__.

Date: _____ **Signature:** _____

Rev. 06/02

DocuSign Envelope ID: EE3A675F-1375-479A-A164-FC38221153DF

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

BEAUFORT COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA# 4393-0026
DPS Fund Code: 4393NCP00000044
MOA Amount: $ 1,603,746.00

County: Beaufort
Tax ID/EIN#: 56-6001521
DUNS #: 616168266

MOA Period of Performance: March 12, 2020 through March 12, 2023

This Memorandum of Agreement ("MOA" of "Agreement") is made on this date _____, by and between the County of Beaufort ("Municipality/County" or RECIPIENT/SUBGRANTEE), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT ("NCEM" or AGENCY/GRANTEE).

WHEREAS, in a letter dated June 9, 2020, the Federal Emergency Management Agency (FEMA) approved the Department of Public Safety, Division of Emergency Management State Centric Plan for DR-4393, DR-4412, and DR-4465, incorporated by reference into this Agreement as if fully set out herein, whereby the Division of Emergency Management will serve as the Grantee and perform some of the tasks of the Subgrantee for subgrantees that opt in and agree to participate in the State Centric Model;

WHEREAS, in a memorandum dated March 26, 2021, the Department of Public Safety, Division of Emergency Management notified HMGP Subgrantees regarding the Hazard Mitigation State Centric Implementation with attached State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees);

WHEREAS, City/County of Beaufort completed the State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees) and selected the Opt-In Section agreeing to participate in the State Centric Model this 22nd day of April, 2021;

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19.12(25) authorizes the Division to contract for services from vendors specializing in housing elevation, acquisition, demolition, and mitigation reconstruction on private residential structures to implement the federal Hazard Mitigation Grant Program on behalf of the State or political subdivisions; and

WHEREAS, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE represent that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (Project # 4393-0026) and in accordance with the State Centric Plan. The approved project Application and the State Centric Plan are hereby incorporated by reference into this Agreement as if fully set out herein.

Beaufort County will acquire and demolish thirty-one residential structures to return the land to green space.

Batch 1 consists of the nineteen properties listed below

Site Location:

	Address	City	State	Zip Code	Latitude	Longitude
1.	102 Heritage Drive	Washington	NC	27889	35.56277	-77.05605
2.	104 Heritage Drive	Washington	NC	27889	35.56281	-77.05605
3.	106 Heritage Drive	Washington	NC	27889	35.562874	-77.056311
4.	108 Heritage Drive	Washington	NC	27889	35.562905	-77.056397
5.	201 Heritage Drive	Washington	NC	27889	35.563305	-77.056528
6.	203 Heritage Drive	Washington	NC	27889	35.563346	-77.056622
7.	204 Heritage Drive	Washington	NC	27889	35.56291	-77.05699
8.	205 Heritage Drive	Washington	NC	27889	35.563404	-77.056799
9.	206 Heritage Drive	Washington	NC	27889	35.563517	-77.057073
10.	207 Heritage Drive	Washington	NC	27889	35.563446	-77.050690
11.	208 Heritage Drive	Washington	NC	27889	35.56298	-77.05731
12.	209 Heritage Drive	Washington	NC	27889	35.563517	-77.057073

13.	210 Heritage Drive	Washington	NC	27889	35.56301	-77.05741
14.	211 Heritage Drive	Washington	NC	27889	35.563560	-77.057157
15.	212 Heritage Drive	Washington	NC	27889	35.56310	-77.05763
16.	213 Heritage Drive	Washington	NC	27889	35.563496	-77.057446
17.	214 Heritage Drive	Washington	NC	27889	35.56325	-77.05761
18.	215 Heritage Drive	Washington	NC	27889	35.56345	-77.05757
19.	319-321 Respess Street	Washington	NC	27889	35.54582	-77.05485

Total Estimated Management Costs **$ 25,927.00**

(2) CONDITIONS

RECIPIENT/SUBGRANTEE shall:

1) Interface with homeowners to include but not limited to, coordination with homeowners from application intake to project completion (phone calls, updates to the homeowner, setting up appointments for contract workers to come to the home to conduct work or attending meetings regarding contract work). In accordance with the provisions of 42 U.S.C. 5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE of the existence of any insurance coverage for the costs identified in the approved project application, and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds and other Federal, State and private funding.

2) Coordinate with local leaders and community government officials including but not limited to, answering routine questions and updates locally, forwarding questions to the State if needed and coordinating meetings with the State and local leadership.

3) Coordinate with the AGENCY/GRANTEE, Contractors and homeowners as needed.

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4) RECIPIENT/SUBGRANTEE shall take part in all pre-construction, pre-project and project update meetings with the contractor and the State to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their leadership and homeowners participating in the project. In order to complete the project before the end of the period of performance established by FEMA in the FEMA award letter, RECIPIENT/SUBGRANTEE shall provide its Project Management Schedule to the AGENCY/GRANTEE that outlines RECIPIENT/SUBGRANTEE's plan for completion and that track and demonstrate completion of each task listed in the approved FEMA application by the timeframe listed in the approved FEMA application.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

5) RECIPIENT/SUBGRANTEE shall be present at all closings (if an acquisition project) in order to take title and possession of the properties acquired in the project and maintain and utilize the properties in open space in perpetuity. RECIPIENT/SUBGRANTEE shall insure compliance with the Deed Restrictions and flood insurance requirements for the properties.

6) Submit monthly reimbursement requests of billable hours spent conducting the above tasks to the AGENCY/GRANTEE. Reimbursement request will be made through the EM Grants or other approved management online system. Each reimbursement at a minimum must include:

- **County Point Of Contact's (POC) Name**
- **Task Being charged for (to include property address)**
- **Rate for POC**
- **Number of hours being reimbursed**

To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. If RECIPIENT/ SUBGRANTEE designates different representatives or designated agents, RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

7) A standardized form will be used in the submission for these funds against RECIPIENT/SUBGRANTEE Management Costs.

AGENCY/GRANTEE shall:

1) Provide oversight to all contract work and be the initial point of contact for the RECIPIENT/SUBGRANTEE to get answers to questions on behalf of homeowners or local leadership.

2) Process reimbursement requests for all billable time of the RECIPIENT/SUBGRANTEE . If a reimbursement is returned for lack of information or documentation, Hazard Mitigation (HM) Section Project Managers (PM) will contact RECIPIENT/SUBGRANTEE POC to discuss what is missing so corrections can be timely made and resubmitted for payment. RECIPIENT/SUBGRANTEE must submit complete documentation acceptable to the AGENCY/GRANTEE to receive reimbursement.

3) AGENCY/GRANTEE HM Section Leadership will be available to meet with county leadership if any questions about the project need to be answered in a public forum. RECIPIENT/SUBGRANTEE POC should notify HM Section Leadership as far in advance as possible so schedules can be worked out to attend county meetings.

4) AGENCY/GRANTEE HM Section will coordinate contracts related to this project, review Cost Reports for invoices incurred, and review and approve eligible expenses against project.

5) AGENCY/GRANTEE HM Section will set up the **Project Kick-Off** Meeting with RECIPIENT/SUBGRANTEE and Contractor to review the project budget, project scope of work, project timelines/milestones and associated roles and responsibilities between AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, and Contractors.

(3) **BUDGET AND FUNDING**

AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, will review Cost Reports for invoices incurred, and review and approve eligible expenses against project DR-4393-0023-R, which is a sub-award in the Cost Center 2D530076.

Budget Information
Total: **$ 1,629,673.00**

HMGP funding shall only be used for those items specified in the scope of work referenced above.

(4) **COMPENSATION**

1) NCEM will provide the management cost funds to RECIPIENT/SUBGRANTEE as allowed in section 5C2 of the State Centric Plan from the allocation provided by FEMA for sub-recipient management costs in Award Letter dated May 21, 2021.
Any funds not expended by the end of the period of performance are subject to de-obligation provisions of Paragraph five (5) below.

(5) **DEOBLIGATION**

Pursuant to Paragraph 11 herein and the applicable federal regulations, including but may not be limited to, 2 CFR 200.338, 200.339, 200.345, 200.346, NCEM must disallow or de-obligate all remaining SUB-RECIPIENT Management costs at the end of the project's period of performance.

(6) **REIMBURSEMENT**

All costs must be verified through time sheets and other appropriate documentation, which document the employee's name, hours worked in support of this grant, specified in detail in paragraph two (2) **"Conditions"**; the tasks performed on each property, and the employee's pay rate. Payment shall be submitted to the RECIPIENT/SUBGRANTEE after receipt of properly completed Requests for Reimbursement through EM Grants, within thirty (30) days after receipt of completed time sheets.

(7) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules, regulations, guidance, and policies.

(8) **MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(9) **RECORD KEEPING AND AUDITS**

All financial and programmatic records, supporting documents statistical records and other records of AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200, 09 NCAC Part 3M, and the applicable Records Retention Schedule. All original records pertinent to this Agreement shall be retained by the AGENCY/GRANTEE and

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RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report or the applicable Records Retention Schedule, whichever is later, with the following exceptions:

> If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

The AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE agree to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," for awards prior to December 26, 2014, 2 C.F.R. Part 200 and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 CFR 200.338, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.

The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

If applicable, the RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE'S response to all findings, including corrective actions to be taken.

In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this

Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.

(10) LIABILITY

(a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

(b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/ SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.

(c) RECIPIENT/SUBGRANTEE that is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by AGENCY/GRANTEE or any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION/OPT OUT

(a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/ GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of

Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the RECIPIENT/ SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/ GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/ SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;

3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;

4. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.

(b) Upon the happening of an Event of Default, then the AGENCY/ GRANTEE may, at its option, upon written notice to the RECIPIENT/ SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the RECIPIENT/ SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any other rights or remedies which may otherwise be available under law.

(c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.

(d) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/ GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

(f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/ GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) OTHER PROVISIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference into this Agreement as if fully set out herein. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement

and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.

(b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/GRANTEE for any further or subsequent default by the RECIPIENT/SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

(13) **SUBCONTRACTS**

(a) If RECIPIENT/SUBGRANTEE subcontracts any or all of the tasks or work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.

(b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract.

(d) Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

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(14) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(15) STANDARD CONDITIONS

The AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE agree to be bound by the following standard conditions:

(a) The State of North Carolina and AGENCY/GRANTEE's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the North Carolina General Assembly and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.

(b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.

(c) If RECIPIENT/SUBGRANTEE requires an extension of the current Period of Performance (POP) for this project, then RECIPIENT/SUBGRANTEE must prepare and submit a Request For Extension to the State Hazard Mitigation Officer no later than ninety (90) days prior to the expiration of the POP for this award. The Request for Extension must be on letterhead, provide all the required information outlined in Part VI, Paragraph D.4.1 Extensions (pg. 86-87) in the Hazard Mitigation Guidance (February 2015) and signed by the DA.

(d) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes and made or received by the RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(16) LOBBYING PROHIBITION

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. RECIPIENT/SUBGRANTEE shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, RECIPIENT/SUBGRANTEE must sign and submit to the AGENCY/GRANTEE

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the Certification Regarding Lobbying, attached as Attachment B, and incorporated by reference herein.

(17) DEBARMENT AND SUSPENSION

RECIPIENT/SUBGRANTEE certifies that it:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and

(2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,

(4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(18) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement.

(19) ASSURANCES

The RECIPIENT/SUBGRANTEE shall comply with the requirements in the applicable Assurances form, incorporated by reference into this Agreement as if fully set out herein.

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(20) **FEMA REQUIRED CONTRACT PROVISIONS**

The RECIPIENT/SUBGRANTEE shall comply with the applicable FEMA Required Contract Provisions, attached as Attachment A and incorporated by reference into this Agreement as if fully set out herein.

(21) **HAZARD MITIGATION PLAN**

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/ SUBGRANTEE shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but may not be limited to, 44 C.F.R. 201.6, 44 CFR 201.3, and N.C.G.S. 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the_____ day of_____, 2022.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

_____

BY: _____
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE_____

WITNESS:

_____

BY: _____
CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE_____

WITNESS:

_____

BY: _____
ANITA RADCLIFFE
FINANCE DIRECTOR / CFO
FEDERAL EMPLOYER I.D. # 56-6001521
DATE_____

APPROVED AS TO PROCEDURES:

BY: Sharon Marsalis
SHARON MARSALIS, INTERIM BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE 7/15/2022 | 10:39:24 EDT

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: Will Polk
DEPUTY GENERAL COUNSEL

ATTACHMENT A: FEMA REQUIRED CONTRACT PROVISIONS, FEMA RULES AND REGULATIONS (2 CFR Part 200, Appendix II)

To the extent applicable, the following are the requirements that RECIPIENT/SUBGRANTEE must agree to in order to be awarded any contract under this MOA. If RECIPIENT/SUBGRANTEE is unwilling to meet any of these requirements, RECIPIENT/SUBGRANTEE's submittal shall not be considered.

1. **No governmental non-competes.** RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this MOA the RECIPIENT/SUBGRANTEE affirms this condition, as directed in **Section 6. Selection Criteria** of this MOA. This affirmation is a material condition for the State's award of any work under this MOA.

2. **Program Monitoring**. RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by STATE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

3. **Termination for Cause.** If through any cause, RECIPIENT/SUBGRANTEE shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if RECIPIENT/SUBGRANTEE shall violate any of the covenants, agreements, or stipulations of the Contract, State shall thereupon have the right to terminate this Contract by giving written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date of such termination. Unless a shorter time is determined by State to be necessary, State shall effect termination according to the following procedure:

    a. Notice to Cure. State shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The RECIPIENT/SUBGRANTEE shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
    b. Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, State may terminate the Contract, in whole or in part. State shall give the RECIPIENT/SUBGRANTEE written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
    c. In such event, all finished or unfinished documents, data, studies, and reports prepared by RECIPIENT/SUBGRANTEE entitle RECIPIENT/SUBGRANTEE's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, RECIPIENT/SUBGRANTEE shall not be relieved of liability to State for damage sustained to State by virtue of any breach of this Contract by RECIPIENT/SUBGRANTEE. State may withhold any payments to RECIPIENT/SUBGRANTEE for the purpose of set off until such time as the exact amount of damages due State from RECIPIENT/SUBGRANTEE is determined.

4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.

5. **Equal Employment Opportunity**. During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees as follows:

   a. The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   b. The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT/SUBGRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   c. The RECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the RECIPIENT/SUBGRANTEE's legal duty to furnish information.

   d. The RECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the RECIPIENT/SUBGRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   e. The RECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   f. The RECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the RECIPIENT/SUBGRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the RECIPIENT/SUBGRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a RECIPIENT/SUBGRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or RECIPIENT/SUBGRANTEE as a result of such direction by the administering agency, the RECIPIENT/SUBGRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of RECIPIENT/SUBGRANTEEs and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a RECIPIENT/SUBGRANTEE debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon RECIPIENT/SUBGRANTEEs and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6. **Anti-Discrimination.** RECIPIENT/SUBGRANTEE will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

a. *Overtime requirements.* No RECIPIENT/SUBGRANTEE or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1), the RECIPIENT/SUBGRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such RECIPIENT/SUBGRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).

c. *Withholding for unpaid wages and liquidated damages.* State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the RECIPIENT/SUBGRANTEE or subcontractor under any such contract or any other Federal contract with the same prime RECIPIENT/SUBGRANTEE, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime RECIPIENT/SUBGRANTEE, such sums as may be determined to be necessary to satisfy any liabilities of such RECIPIENT/SUBGRANTEE or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).

d. *Subcontracts*. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime RECIPIENT/SUBGRANTEE shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.

c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.

c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Debarment and Suspension.**

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the RECIPIENT/SUBGRANTEE is required to verify that none of the RECIPIENT/SUBGRANTEE's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The RECIPIENT/SUBGRANTEE must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by State. If it is later determined that the RECIPIENT/SUBGRANTEE did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The RECIPIENT/SUBGRANTEE agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** (as Amended).

RECIPIENT/SUBGRANTEEs who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, RECIPIENTS/SUBGRANTEES must sign and submit to the RECIPIENT/SUBGRANTEE the certification in Attachment B.

11. **Procurement of Recovered Materials.**

a. In the performance of this contract, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
• Competitively within a timeframe providing for compliance with the contract performance schedule;
• Meeting contract performance requirements; or
• At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. The RECIPIENT/SUBGRANTEE also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. **Women and Minority Owned Businesses**. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes

a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

13. **Access to Records**. The following access to records requirements apply to this contract:

    a. The RECIPIENT/SUBGRANTEE agrees to provide State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the RECIPIENT/SUBGRANTEE which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    b. The RECIPIENT/SUBGRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    c. The RECIPIENT/SUBGRANTEE agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

    d. In compliance with the Disaster Recovery Act of 2018, State and the RECIPIENT/SUBGRANTEE acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

    e. RECIPIENT/SUBGRANTEE agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of RECIPIENT/SUBGRANTEE which are directly pertinent to the NCEM Program for the purpose of making audits, examinations, excerpts, and transcriptions.

14. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

15. **Energy Efficiency**. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

16. **Personnel**. RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, RECIPIENT/SUBGRANTEE, or any other party pertaining to any matter resulting from the contract.

19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The RECIPIENT/SUBGRANTEE will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

20. **DHS, Seal, Logo, and Flags**. The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

21. **Davis-Bacon Act**. If applicable, Compliance with the Davis-Bacon Act.

    a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The RECIPIENT/SUBGRANTEE shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

    b. RECIPIENT/SUBGRANTEE are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

    c. Additionally, RECIPIENT/SUBGRANTEE are required to pay wages not less than once a week.

22. **Copeland Anti-Kickback Act**. If applicable, Compliance with the Copeland "Anti-Kickback" Act.

    a. RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

    b. Subcontracts. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

    c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23. **System for Awards Management**. Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/SAM/ and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors to verify that Contractors or sub-Recipientshave not been suspended or debarred from doing business with federal or State government.

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ATTACHMENT B: CERTIFICATION REGARDING LOBBYING (Appendix A, 44 C.F.R. Part 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The RECIPIENT/SUBGRANTEE, Anita Radcliffe, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of RECIPIENT/SUBGRANTEE's Authorized Official
ANITA RADCLIFFE, FINANCE DIRECTOR / CFO
Name and Title of RECIPIENT/SUBGRANTEE's Authorized Official

_____
Date

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ATTACHMENT C: SUBRECIPIENT MANAGEMENT COSTS REIMBURSEMENT

Management Cost Reimbursement Request				
County:		Date:	Project Number:	
Employee Name	Rate	Activity	Time	Amount of Reimbursement Requested
Facility Costs			Cost	Reimbursement Requested
Rent				
Utilities				
Vehicle #	Rate (58.5/m)	Activity	Total Miles	Reimbursement Requested

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ATTACHMENT D: BEST PRACTICES: ACQUISITION, DEMOLITION, AND DEBRIS REMOVAL STIPULATIONS FOR HMGP PROJECTS

North Carolina, Hurricane Florence (2/20/2019)

General Approach to Minimize Impact to Soil:

o Major demolition activities, including placement of vehicles and equipment, must be confined to areas where soils have been previously disturbed as exemplified by surface grading and utility trenching.

o When vehicles or heavy equipment are not in use, they shall be staged on hard or firm surfaces. Paved surfaces, if available within the project site limits, shall be used to the fullest extent possible.

o Vehicles and heavy equipment must work from paved or hard surfaces to avoid soil compaction and/or sinking into soft soils. If necessary, use mud mats, access mats, or high traction construction mats (e.g., timber, rubber) when operating on soft soils.

o Whenever possible, use tracked vehicles to reduce soil disturbance and minimize soil compaction.

o Excavation and burial of debris on site is prohibited.

Activity Specific Guidelines:

o **Debris Removal**

- Avoid removal of trees. Instead cut trunks to ground level and leave root balls in place. Removal of uprooted trees and woody debris from historic landscapes, historic parks, undisturbed ground, and historic districts (but not along public rights-of-way) requires additional historic review. Removal of standing trees will require consultation with United States Fish and Wildlife Raleigh, NC office.

o **Demolition**

Foundation Removal

- Removal of all structure foundation and basement walls to at least one (1) foot below the finish grade of the site. Excavation will be limited to within two (2) feet of the foundation perimeter.

Slab/Driveway/Sidewalk Removal

- Limit excavation to private property: within one (1) foot of the slab/driveway/sidewalk perimeter, and not more than one (1) foot below the depth of the asphalt/concrete to minimize soil disturbance.

Oil Tank Location/Removal

• Locate an underground storage tank (UST) (e.g., heating oil tank) using approved methods, which include using a magnetometer, probe, or GPR system. Trenches are not permitted.

• The Applicant is required to close an abandoned UST by having it cleaned to remove residual materials (hazardous waste) and then backfilled with clean certified fill (e.g., dry sand, gravel, or concrete) or digging-up and removing the tank (removing any contaminated soil in the process). The contractor will limit potential soil disturbance that may include using smaller machines with two (2) foot wide buckets.

Septic Tanks

• In septic tank decommissioning, the tank shall be disconnected from the main drain of the house and any waste pumped out by tanker. The old tank is either completely removed or, if left in place, disinfected, several holes punched into the bottom, and tank filled using clean, suitable fill (sand, gravel, soil) and its cover and lid securely fastened. If removed, the contractor will limit potential soil disturbance and dispose of the old tank at a licensed or permitted waste disposal facility. The hole shall be filled with clean dirt, gravel or other acceptable material. The area must be graded and vegetative cover established.

o **Utility Lines**

• Abandoned utility lines (e.g., water, sewer, natural gas) shall be disconnected and capped to meet safety or local code requirements. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way is allowed to cap these service lines.

o **Cemetery Buffer Zone**

• Allow a 25 ft. buffer zone around cemeteries for all demolition projects.

Treatment of Unanticipated Discoveries:

o **Archaeological Materials/Human Remains**

• If human remains or archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) are uncovered during ground disturbing activities, work shall stop immediately in the vicinity of the discovery and all measures taken to avoid or minimize harm to the finds. The applicant will ensure that the archaeological discovery is secured in place, access to the sensitive area restricted, and all measures taken to avoid further disturbance. The applicant's contractor will immediately notify the applicant of the discovery, with the applicant contacting the Office of State Archaeology (OSA)/SHPO/THPO and FEMA within 24 hours of the discovery. The documentation will be used by the agencies only for identification purposes and not duplicated or shared (remain confidential in accordance with 36 CFR § 800.11(c)). Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO,

Tribes, and other consulting parties as necessary – whether the discovery warrants additional examination and how to proceed in accordance with 36 CFR § 800.
• If human remains are encountered during permitted activities, all work shall stop, and OSA/ SHPO/THPO and FEMA contacted immediately. In cases where human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representative(s), State Archaeologist and the Executive Director of the North Carolina Commission of Indian Affairs, and SHPO. Additionally, FEMA shall follow the guidelines outlined in the ACHP's "Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects" (February 23, 2007) and any State-specific policies that may be enforced.

Asbestos Abatement Requirements:

• An asbestos survey is required for each property to determine the presence of asbestos prior to conducting a Hazard Mitigation and/or Public Assistance Project.

• Could be financially prudent for sub-grantee to contract all surveys within their area to one contractor. This allows for seamless transition.

• Asbestos surveys can only be conducted by North Carolina accredited asbestos inspectors.

• All suspect friable and non-friable asbestos containing building materials (ACBM) must be tested for asbestos content. Any material having laboratory results greater than 1% asbestos is considered asbestos-containing.

• The notification form, DHHS 3768, "Asbestos Permit Application and Notification for Demolition/Renovation" is required to be submitted to the HHCU before renovation/demolition activities begin that would involve the removal of at least 160 square feet, 260 linear feet or 35 cubic feet of friable/regulated asbestos. This form is required ten working days before the renovation/demolition activity can begin. Even if no asbestos was identified during the asbestos survey, this form is still required ten working days before the demolition activity begins.

Asbestos Continued, Other Issues:

• Burning associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to any burning.**

• Salvaging associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to salvaging or deconstruction activities.**

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• Grinding associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited asbestos inspector and an approved notification form (DHHS-3768) will be required prior to any grinding or chipping activities.**

Lead Based Paint:

• The demolition contractor will be responsible for complying with the OSHA Lead in Construction Standard 1926.62 when demolishing homes damaged by Hurricane Florence.

FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with this "Best Practices" document. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.

FEMA, North Carolina Office of State Archaeology (OSA), State Historic Preservation Office (SHPO), and Tribal Historic Preservation Office (THPO) have agreed that the Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as "Best Practices: Acquisition, Demolition, and Debris Removal Stipulations for HMGP Projects," as part of FEMA Public Assistance and Hazard Mitigation Grant Program eligible activities.

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: Dr. Matthew Cheeseman, Superintendant

Agenda Title: Request for Tax Funds - BC Schools

Summary of Information: Dr. Cheeseman will present the Board with a list of uses for the tax funds.

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

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: Ann Williams, Soil and Water

Agenda Title: Watershed Restoration Project

Summary of Information: Through the Watershed Restoration Project (Eta Grant Funds), the Beaufort Soil and Water Conservation District was awarded Contract No. 17-175-4087, from the NC Department of Agriculture & Consumer Services-Division of Soil and Water Conservation (Division), for the removal of vegetative stream debris from identified creeks, streams, and tributaries in Beaufort County. Grant funds total $282,720.00. A Request for Proposals (RFP) was issued on August 8, 2022, soliciting bids to complete this work. Eight bids were received. The bids were opened on August 29, 2022. Four of the bids offered were under the District's grant allocation for the watershed restoration project. Those bids were:

J & J Environmental – Edenton, NC - $2.19 Per Linear Foot - $178,485.00
R.D.C. Debris Removal Construction LLC - Smithfield, NC - $1.99 Per Linear Foot - $162,185.00
Hall American Property Pros, Columbia, NC - $1.75 Per Linear Foot - $142,625.00
Enterprises G – Blowing Rock, NC - $1.67 Per Linear Foot - $136,105.00

On September 19, 2022, the District's Board of Supervisors reviewed and discussed the bids. Nathaniel Woolard, District Resource Conservation Specialist, reported that each bidder met all required RFP specifications, and that personal contact was made to check the references of Hall American Property Pros and Enterprises G. The references of J & J Environmental and R.D.C. Debris Removal Construction LLC were not checked as each has an outstanding reputation with this District for the quality of work that they have provided on past projects. After thoughtful consideration of reference checks on the two lowest bidders and based on due diligence, Sid Cayton, Board Supervisor, offered a motion to approve the $142,625.00 bid offered by Hall American Property Pros to accomplish the watershed restoration project. Wayne Black, Board Supervisor, seconded the motion. The motion was approved.

Submitter Recommendations/Motions: The Beaufort Soil and Water Conservation District's Board of Supervisors recommends that the Beaufort County Board of County Commissioners support their selection of Hall American Property Pros ($142,625.00) to accomplish the proposed scope of work in this Watershed Restoration Project.

Bid Tabulation

Bid/Quote Tabulation

Project: BCSWD Watershed Restoration Project (Phase III)
Date: August 29, 2022

Description: Stream Debris Removal
(as per RFP)

Vendor Name:	Equipment List	References	Bidder Qualifications	Proof of Insurance	Price per Foot	Total Cost
Enterprises G Inc.	x	x	x	x	$ 1.67	$ 136,105.00
Zulu Marine Services	x	x	x	x	$ 5.68	$ 462,920.00
Salvador Rodriguez	x	x	x	x	$ 1.99	$ 162,185.00
Russell Enterprises LLC	x	x	x	x	$ 3.75	$ 305,625.00
Alliance Integrated Solutions	x	x	x	x	$ 4.08	$ 332,520.00
J & J Environmental	x	x	x	x	$ 2.19	$ 178,485.00
Hall American	x	x	x	x	$ 1.75	$ 142,625.00
Grillot Construction	x	x	x	x	$ 3.95	$ 321,925.00

Authorized Signature/Commissioner: Edwin Gratt

Witness: Hallie Gonen

3. Bid Amount

Description	Unit	Cost ($)
Stream Debris Removal	per foot	1.75

Total Project Cost ($)	142,625

Vendor's Name: HAU AMERICAN PROPERTY PROS

Address: 504 BRIDGE STREET, COLUMBIA NC, 27925

Signature of Authorized Representative: [signature]

Title: OWNER

Phone Number: 919-913-8388

Date: 08/27/2022

SEAL

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: James Madson, Public Health

Agenda Title: Health Department Position Reclassifications

Summary of Information: The Health Department is requesting to add the classifications of Processing Assistant V (Pay Grade 61) and Public Health Educator II (Pay Grade 67) to the County pay plan. The department is also requesting to reclassify two positions:

- Public Health Education Specialist (Position 407-29-152) to Public Health Educator II
    - $3,245 Increase to Salary and Benefits
- Processing Assistant IV (Position 407-04-301) to Processing Assistant V
    - $3,697 Increase to Salary and Benefits

These reclassifications have been reviewed and approved by the Office of State Human Resources as the appropriate classification of the positions.

Submitter Recommendations/Motions: It is recommended the Board of County Commissioners approve the addition of the Processing Assistant V and Public Health Educator II positions to the Beaufort County Salary Plan and the reclassifications of the Processing Assistant IV and Public Health Education Specialist.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: James Madson, Public Health

Agenda Title: Budget Amendment - Mosquito Supplies

Summary of Information: The Health Department is requesting an additional $9,600 for chemicals to continue mosquito control operations. As of September 8th, supply is down to 275 gallons.

Submitter Recommendations/Motions: Staff recommend approving the attached budget amendment to purchase additional BIOMIST for mosquito control operations.

Attachments:
1. Health Budget Amendment 5
2. Quote for Biomist

Beaufort County
Finance

Budget Amendment Request

Department: HEALTH **Date of Request: 10/03/22**

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105180-526003	Mosquito Supplies	$9,600	
109991-499100	Appropriated County Fund Balance	$9,600	

Department Justification: Additional county funding for mosquito chemicals.

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		9/12/22
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

// COPY //

675 Sidwell Ct
St Charles, IL 60174
U.S.A.
www.clarke.com
TOLL-FREE: 800-323-5727

PH: 630-894-2000
FAX: 630-443-3070
EMAIL:customercare@clarke.com

QUOTATION

BILL TO
Beaufort County Health Department (001384)
Sara Graham
1436 Highland Dr

Washington, NC 27889-3222
2529461902
252-946-8430

SHIP TO
Beaufort County Health Department
Stacey Harris
121 W 3rd St

Washington, NC 27889-4901
252-946-1902

Address ID: 000004

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002029254	09/08/22	Sydney Brogden	Gabriela - Sales Associate	10/31/22

Delivery Method	Terms
Best Way	Net 30 Days

Item #	Item Description	Qty Ordered	Unit Price	Extended Price
11032-2.5	BIOMIST 3+15 ULV 2.5 GAL	80 ea	120.0000/ ea	9,600.00
			Tax:	648.00
			Order Total	10,248.00
			Total	10,248.00

* For your convenience we also accept Visa and MasterCard

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

* A 15% restocking fee plus freight costs may be assessed to any returned items.
Items must be returned within 120 days of shipment and in an acceptable condition.

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Topic: Item for Decision

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Equalization and Review Board Dates

Summary of Information: The Tax Assessor is requesting the Board choose 2 days from the following list for the Equalization and Review Board to meet.

2022 Proposed Personal Property Board of E&R Dates for Selection:

October 24th & October 25th

November 14th & November 15th

November 29th & December 1st

Submitter Recommendations/Motions: Staff asks that two days be chosen from the above list.

Attachments:
N/A

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: Christina Smith, P.E., Public Works Director

Agenda Title: Herring Rivenbark Purchase Order

Summary of Information: On September 1, 2022, a water main culvert crossing in the Pamlico Beach area ruptured. Due to the urgency of the needed repair, the depth of the water main, and the extensive amount of surrounding water, an outside contractor was brought in to make the repair. The contractor responded immediately with sufficient equipment, materials, and labor to make the repair, to minimize the outage for the approximately 310 affected households.

Staff requests that BOC approve the purchase order and re-allocate $28,228 from the Contingency line and $62,490 from the planned transfer to fund balance. No additional funds are required.

Submitter Recommendations/Motions: Approve Purchase Order to Herring-Rivenbark, Inc. for $90,718.30 and the attached Budget Re-allocation.

Attachments:

.

Herring-Rivenbark Inc.

INVOICE

P.O. Box 3425
Kinston, NC 28502
License #3937

INVOICE #1019
DATE: 9/6/22

TO:
Beaufort County Water Dept.
111 W 2nd Street
Washington, NC 27889

FOR:
Emergency Directional Drill
4188 Pamlico Beach Rd.

DESCRIPTION	QTY	RATE	AMOUNT
8" directional drill on Pamlico Beach Rd.			
8" FPVC PVC DR18 Pipe	225	$46.75	$10,518.75
8" Valve and Box	2	$1,655	$3,310.00
8" Solid Sleeve	1	$218.00	$218.55
8" Grip Rings IPS	5	$132.00	$660.00
8" Grip Rings DIP	1	$136.00	$136.00
Labor to Directional Drill 8" FPVC	225	$195.00	$43,875.00
Labor to Fuse 8" FPVC	225	$50.00	$11,250.00
Mobilization	1	$3,750.00	$3,750.00
Tie in to existing main	2	$8,500.00	$17,000.00
		TOTAL	$90,718.30

Make all checks payable to Herring-Rivenbark Inc.
Please pay by this invoice. No statement will be sent.

Beaufort County
Finance

Budget Reallocation Request

Department: Water **Date of Request:** 10/03/2022

FY Budget: 2023 **No.** 001

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
60 -7130-544000-	CONTRACT SERVICES	$80,718	
60 -7130-598003-	TO WATE DISTRICT FUND BALANCE		($52,490)
60 -7130-599100-	CONTINGENCY		($28,228)
	TOTAL	**$80,718**	**($80,718)**

Department Justification: (Please provide detailed explanation)

Re-allocation of funds between line items.

- Emergency water main repair required on September 1, 2022. Herring-Rivenbark responded and directional drilled 225LF of 8-inch FPVC.

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

County Position No. _____

State Position No. _____

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

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works

Agenda Title: Swan Point Developer Agreement

Summary of Information: The Board of Commissioners has previously agreed to contribute funds to extend the Beaufort County Water Department's system to serve Swan Point mobile home park. The owner of the mobile home park has also agreed to contribute funds. The attached Developer Agreement formalizes the agreed upon amounts, clarifies the specific work that will be installed, and references the required easements.

Submitter Recommendations/Motions: Approve signing the attached Developer Agreement.

Attachments:
1. Developer Agreement

STATE OF NORTH CAROLINA
COUNTY OF BAUFORT

DEVELOPER AGREEMENT
FOR EXTENSION OF WATER SERVICE

THIS AGREEMENT dated the _____ day of _____, 20_____ by and between _____ hereinafter called "Developer" and Beaufort County, North Carolina, hereinafter called "County":

WITNESSETH:

WHEREAS, the Developer desires the extension of the water distribution system of the County to or within property owned by the Developer or to be developed by the Developer; and

WHEREAS, the Developer operates a mobile home park in the Swan Point Community said park lies on the North side and South side of SR 1351, Swan Point Drive and which is included in property described in the instrument recorded at Book 971 Page 003, Beaufort County Registry; and

WHEREAS, the Developer agrees to abandon private water system assets serving the private roads of Bethel Avenue, Greenville Avenue, Stokes Avenue and Dockside Lane, and

WHEREAS, the County Commissioners voted and agreed to pay a portion of the costs to extend County waterlines and appurtenances to existing residences on private roads of Bethel Avenue, Greenville Avenue, Stokes Avenue, and Dockside Lane; and

WHEREAS, the County contracted with McDavid Associates, Inc. to design the water line extension and appurtenances, and the County and Developer have agreed to the plan and design as shown in the attached plan marked Exhibit A; and

WHEREAS, the County paid the application fee and obtained approval of the North Carolina Department of Environmental Quality – Public Water Division for the installation of the water line and appurtenances, and

WHEREAS, based upon the bids received and complied by McDavid Associates, Inc. as shown in their letter to the County dated June 25, 2022 marked Exhibit B, the cost of contracting with Herring-Rivenbark, Inc. to extend waterlines and install services to the Project will be $229,122.50 which brings the total estimated cost of the Project to $289,543.00,

NOW, THEREFORE, in consideration of the promises and mutual agreements and conditions hereafter set forth, it is agreed between the County and the Developer as follows:

1. The County contractually agrees to pay $210,030.00 towards the cost of the Project, and the Developer contractually agrees to pay the County $79,513.00 to contribute toward the cost of the Project.

2. The County will enter into a contract for the extension with Herring-Rivenbark, Inc. as the said system will be owned by the County upon completion. The County will execute and supervise the contract for completion of the extensions and contemplated improvements.

3. The funds contributed by the County will be expended before the funds contributed by the Developer. At the completion of the Project, any remaining funds contributed by the Developer will be returned to the Developer by the County.

4. If additional funds are required due to unforeseen circumstance to complete the Project, the County and Developer will meet to determine the appropriate means to reach completion of the Project.

5. The Developer will grant to the County free and unencumbered easements of sufficient size and in a form acceptable to the County within County's sole discretion for the extension of said system to or within the Property wherein the system is to be located. See Exhibit C - Deed of Easement dated _____.

6. For a period of one (1) year from the date that County inspects and accepts the water lines and appurtenances to serve the Property ("Warranty Period"), the County shall contact Herring-Rivenbark, Inc. and resolve per the terms of the construction contract.

7. This agreement is further subject to the Rules and Regulations of Beaufort County Water, as now adopted or hereafter amended from time to time, to the extent the same are not in conflict herewith. Said Rules and Regulations are by reference hereto incorporated herein by reference as if set forth herein at length verbatim. In the event the County brings legal action to enforce the terms of this Agreement and in addition to any other remedies to which the County is entitled, County shall be entitled to the costs County incurs in regard to said action, including, but not limited to attorney fees.

8. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Any suit relating to, or to enforce the provisions of this Contract, shall be brought in the Beaufort County, North Carolina court.

(EXECUTION ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the parties hereto have executed this instrument the year and date first above written.

ROBERT WHITLEY, III

I _____ a notary of the County and State aforesaid, certify, that **ROBERT WHITLEY, III,** who is personally known by me or has produced satisfactory evidence of identity, appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2022

_____
Notary Signature (SEAL)

(SEAL)

COUNTY OF BEAUFORT

By: Frankie Waters
Chairman of Board of Commissioners

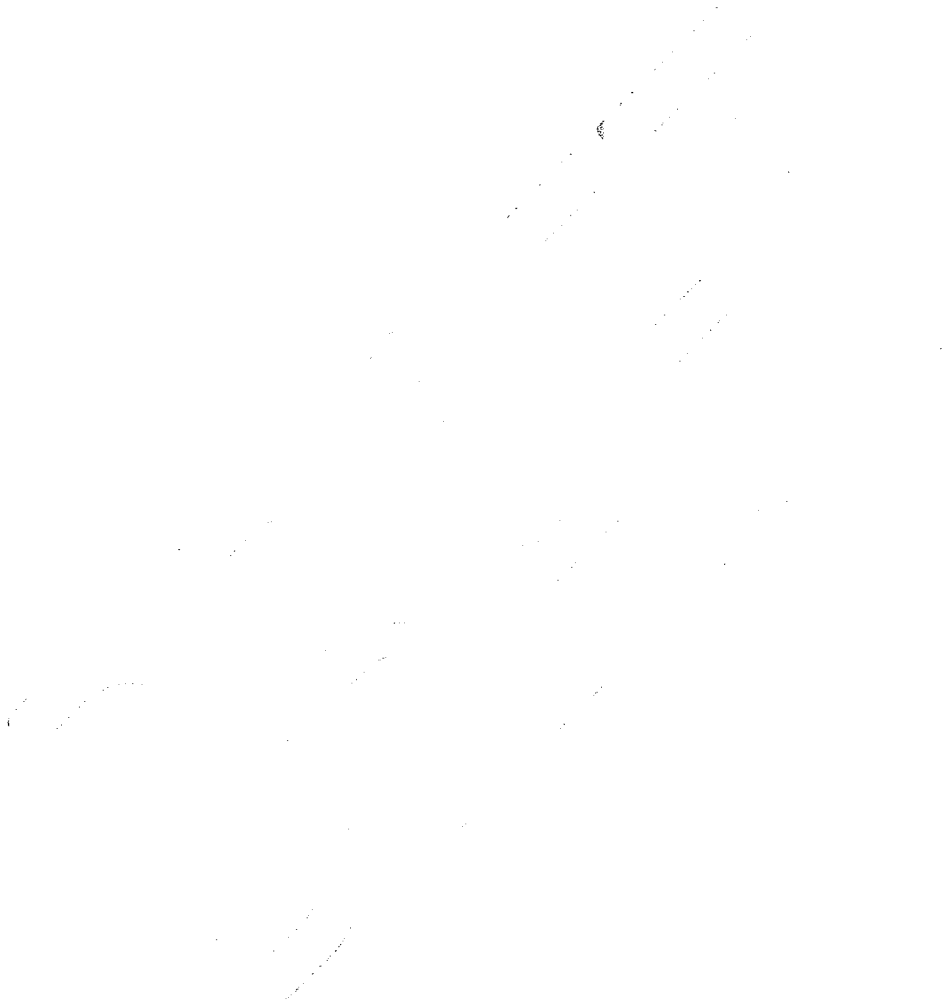
_____
Katherine Mosher

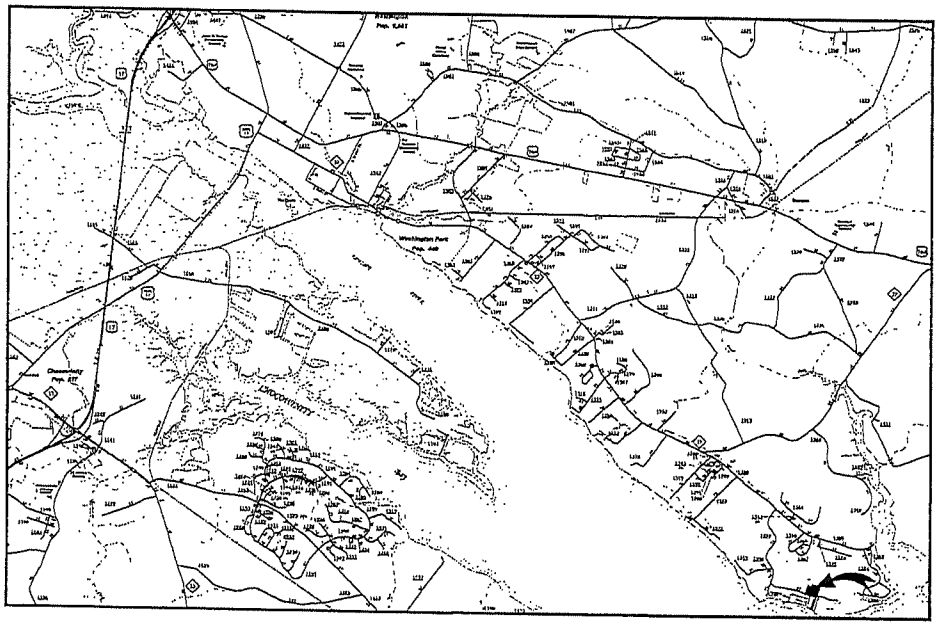
I _____ a notary for the County and State aforesaid, do certify, **KATHERINE MOSHER** personally appeared before me on this day and acknowledged that she is the Clerk to the Board of Commissioners of BEAUFORT COUNTY, and that by authority duly given and as the act of the County of Beaufort, the foregoing instrument was signed in its name by the Chairman, sealed with its official seal and attested to by herself as its Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2022

_____
Notary Signature (SEAL)

EXHIBIT A





INDEX OF PLANS

CONTRACT NO. 1 – WATER SYSTEM IMPROVEMENTS

Page	Title
1	COVER SHEET
2	GENERAL CONSTRUCTION NOTES
3	GENERAL CONSTRUCTION NOTES
4	WATER CONSTRUCTION NOTES
5	WATER LINE PLAN
6	DETAILS 12 & SMALLER WATER LINE
7	DETAILS 12 & SMALLER WATER LINE
8	DETAILS – GENERAL – ALL CONSTRUCTION
9	DETAILS – GENERAL – ALL CONSTRUCTION
10	DETAILS – SEDIMENTATION & EROSION CONTROL
11	DETAILS – SEDIMENTATION & EROSION CONTROL

BEAUFORT COUNTY

2019 SWAN POINT WATER LINE EXTENSION

CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS

BEAUFORT COUNTY, NORTH CAROLINA

JUNE 5, 2019

I CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY SUPERVISION AND/DIRECTION AND THAT THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RICHARD B. MOORE, PE
NC REGISTRATION NO. 20205

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 20205 RICHARD B. MOORE

McDAVID ASSOCIATES, INC. SEAL 1972 TARBORO, N.C.

BID SET NO. ____
DATE 4/26/2022

S 20220330 R B-1899 Blue

REVISIONS

NO	BY	DESCRIPTION
1	04/07/22	Revised Page 4 Per BCU Comments
2	04/26/22	Revised Pages 4 & 5 Per BCU Comments

McDAVID ASSOCIATES, INC.
Engineers • Planners • Land Surveyors
Corporate License C-0781

MAIN OFFICE
201 E. Pine Street
Tarboro, NC 27886
(252) 641-1441 Phone
(252) 641-1448 Fax

BRANCH OFFICE
127 E. Main Street
Carthage, NC 28327
(910) 947-2331 Phone
(910) 947-2332 Fax

CAD FILE DIRECTORY: N:\Dept_Data\M_Dev\447_10\2019-2019-1701 PDS Eng Const Adm Ctrl-Rel-Eng - Brooklet Co 19 - Swan Point-Rel Eng-TS - Planning and Design\Sheets\
CAD DWG FILE NAME: 1-COVER SHEET.dwg
CAD PLOT FILE NAME: LAYOUT1
XREF FILE REFERENCES: B-1899 BLUE
PROJECT NO.: 1-19-3414-1701 | SURVEYED BY: MAB
DRAWN BY: JT | DESIGNED BY: JT/DSN
SCALE: NTS | CHECKED BY: CCC/AK
DATE: JUNE 5, 2019 | APPROVED BY: RBM

COVER SHEET
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
2019 SWAN POINT WATER LINE EXTENSION
BEAUFORT COUNTY
NORTH CAROLINA
BEAUFORT COUNTY

SHEET 1 OF 11

Drawing Name: N:\Dept_Data\M_Dev\447_10\2019-2019-1701 PDS Eng Const Adm Ctrl-Rel-Eng - Brooklet Co 19 - Swan Point-Rel Eng-TS - Planning and Design\Sheets\1-COVER SHEET.dwg
Layout: Layout1
Plotted: Monday, March 28, 2022, 8:57:46am

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR shall be responsible for assigning a full-time competent resident superintendent or supervisor employed by the CONTRACTOR. Superintendent/Supervisor shall have the authority to act, direct the WORK, behalf of subcontractors, etc. on behalf of the respective CONTRACTOR. CONTRACTOR shall not replace resident superintendent without written acknowledgment to ENGINEER and approval from OWNER.

2. CONTRACTOR shall be responsible for the coordination of the following:

   A. Field Superintendent/Project Manager to contact ENGINEER daily between 0730-730 am beginning three (3) days in advance of starting construction through duration of PROJECT.

   B. Construction and inspection efforts between PROJECT related CONTRACTORS.

   C. All subcontractors for each respective CONTRACTOR.

   D. Testing, site construction, etc. by all PROJECT related CONTRACTORS.

   E. Notification to ENGINEER of field conflicts, delays, changes, coordination issues, etc.

3. CONTRACTOR shall submit shop drawings and/or catalogue cuts as selected materials for approval prior to ordering materials.

4. All work shall be inspected by McDaniel Associates, Inc. as work progresses. Contact McDaniel Associates, Inc. at 252-728-7139 three (3) days prior to starting construction.

5. Legend of abbreviations used in PLANS:

   A. CN = Contract No. 1 - Water Distribution Line.
   B. DIP = Ductile Iron Pipe = Ductile Iron Pipe for Water Lines.
   C. MJ = Mechanical Joint.
   D. RJ = Restrained Joint.
   E. PVC = Polyvinyl Chloride Pipe = Polyvinyl Chloride Pipe for Water Lines.
   F. W with Solid Line = Proposed Water Line.
   G. W with Dashed Line = Existing Water Line.
   H. FM with Dashed Line = Existing Sanitary Sewer Force Main.
   I. FM with Solid Line = Proposed Sanitary Sewer Force Main.
   J. G = , , , = Proposed Water Valve.
   K. ▪ = Proposed Reducer.
   L. ▪ = Proposed Air Release Valve.
   M. ⊕ = Proposed Fire Hydrant.
   N. SA with Solid Line = Proposed Waste Water or Sampling Discharge Line.
   O. SA with Dashed Line = Existing Sanitary Sewer Line.
   P. MH = Manhole.
   Q. CB = Catch Basin.
   R. DI = Ductile Iron or Drop Inlet.
   S. RCP = Reinforced Concrete Pipe.
   T. JB = Junction Box
   U. UE with Solid Line = Proposed Underground Electrical Conduit and Wire.
   V. UG with Dashed Line = Existing Underground Electrical Conduit and Wire.
   W. OE with Solid Line = Proposed Overhead Electrical.
   X. OE with Dashed Line = Existing Overhead Electrical
   Y. CW with Solid Line = Proposed Underground Control Conduit and Wire.
   Z. CW with Dashed Line = Existing Underground Control Conduit and Wire.
   AA. UT with Solid Line = Proposed Underground Telephone Line.
   BB. UT with Dashed Line = Existing Underground Telephone Line.
   CC. OT with Solid Line = Proposed Overhead Telephone Line.
   DD. OT with Dashed Line = Existing Overhead Telephone Line.

6. Individual plan sheets depicting proposed construction and detailed plan sheets should be used together. In the event that discrepancies exist between individual plan sheets and detailed plan sheets, such discrepancies shall immediately be brought to the attention of the ENGINEER. The better quality or greater quantity involved in any such discrepancy shall govern unless otherwise directed by the ENGINEER. All items necessary or incidental for a complete and operational installation shall be provided and constructed although all such items may not be included in or shown on the PLANS.

7. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS.

   BIDDERS shall carefully examine and investigate the site of the WORK, including subsurface soil and groundwater conditions, the PLANS, geotechnical report and the CONTRACT DOCUMENTS. Submission of a BID shall be conclusive evidence that the BIDDER has investigated, knows, and is satisfied as to the conditions to be encountered; the quantities of pavements to be removed and replaced, the character, quality, and scope of WORK to be performed, the quantities of materials to be furnished; and the requirements of the PLANS and CONTRACT DOCUMENTS, and that the BIDDER has included all associated costs for the WORK within the prices shown in the BID.

   The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to the BID.

8. The OWNER is responsible for obtaining the following PERMITS or approvals associated with this PROJECT:

   A. Public Water Supply Permit
   B. Division of Water Quality NPDES Stormwater Permit (NCG 010000).
   C. Coastal Area Management Act Permit
   D. NC DOT Right of Way Encroachment Agreement - Primary & Secondary Highways

   The CONTRACTOR shall be responsible for all expenses incurred associated with WORK required to comply with provisions of the above Permits or activities related to necessary to achieve compliance with provisions of the above Permits to include CONTRACTORS expenses associated with any and all WORK stoppages required or directed by government agencies to obtain compliance with Permit conditions or provisions of the CONTRACT DOCUMENTS.

   The CONTRACTOR shall be responsible for properly notifying permitting agencies prior to start of construction. The CONTRACTOR shall be responsible for providing information to permitting agencies in accordance with the permit.

   The CONTRACTOR shall comply with all applicable federal, state and local laws and regulations and shall be responsible for obtaining any other federal, state or local permits as necessary to complete the WORK.

9. The Contractor shall post all required permits/permit documents/addendums at approval on site accessible to employees and the public.

10. CONTRACTOR shall contact all utility companies prior to beginning work and shall fully coordinate and have all utilities flagged, protected and/or adjusted within the area of construction. Known utilities within the PROJECT area and their respective contacts are as follows:

    A. Electrical

       (1) City of Washington
       252-975-9200

       (2) Tideland EM Co.
       800-632-1019

    B. Cable TV

       (1) Suddenlink
       252-946-2228

    C. Telephone

       (1) Century Link
       800-788-0272

    D. Water

       (1) Beaufort County Water Department
       Christine Smith, Public Works Director
       252-975-9720

    E. Lessor Service

       (1) North Carolina 811
       800-632-4949

11. CONSTRUCTION shall contact the N.C. Department of Transportation (DOT):

    A. Five (5) days prior to any WORK within DOT right-of-ways.
    B. Upon completion of all WORK within DOT right-of-ways.
    C. Prior to any lane closings.

    The N.C. DOT District for this PROJECT is:

    N. C. Department of Transportation District 1
    1708 West 3rd Street
    Washington, NC 27889
    Telephone: 252-902-2300
    Facsimile: 252-946-7432

12. An executed copy of both DOT right of way encroachment agreements shall be present at the construction site at all times during construction. If safety or traffic conditions warrant such action, NCDOT reserves the right to further limit, restrict or suspend operations within the DOT right of way.

13. All material and workmanship shall conform to the N. C. Department of Transportation "Standard Specifications For Roads and Structures", "Roadway Standard Drawings", and "Policies and Procedures for Accommodating Utilities on Highway Right of Way", latest editions.

14. Prior to water line construction within any area where road construction is in progress by a DOT contractor, the water line contractor shall coordinate the installation of the proposed water line with the DOT contractor and the DOT inspector to insure that the water line is installed in a manner to avoid conflicts with the DOT construction and to provide all specified buoy depths and clearances.

15. Construction zones and approaches to construction zones shall be signed and marked as channelize pulses safely in accordance with the following:

    A. "Manual on Uniform Traffic Control Devices for Streets and Highways", latest revision by U.S. Department of Transportation, Federal Highway Administration.

    B. "North Carolina Construction and Maintenance Operations Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways", latest revision by Division of Highways, N.C. Department of Transportation.

    C. "North Carolina Highway Marking Manual and Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways", latest revision by Division of Highways, N.C. Department of Transportation.

    D. NCDOT "Roadway Standard Drawings" latest revision by N. C. Department of Transportation.

    E. NCDOT "Standard Specifications For Roads and Structures" latest revision by N. C. Department of Transportation.

16. Any roadway signs removed during construction shall be reinstalled immediately.

17. The CONTRACTOR shall adhere to all DOT safety standards, rules and regulations. A "Work Zone Traffic Control Supervisor" is a trained and qualified individual who is employed by the CONTRACTOR and is capable of identifying traffic work zone conditions and improper traffic control. DOT qualified "Work Zone Flaggers" shall be used for all flagging operations.

18. The CONTRACTOR shall not perform any construction or cleaning activities unless appropriate traffic control devices and/or flaggers are in place and functional. Traffic control devices and/or flaggers shall remain in place and be maintained by the CONTRACTOR as long as necessary to prevent any unsafe conditions.

19. Any work requiring equipment or personnel within five (5) feet of the edge of any travel lane of an undivided highway and within ten (10) feet of the edge of any travel lane of a divided highway shall require a lane closure with appropriate traffic control devices.

20. Work shall not be performed on both sides of the road simultaneously within the same area (all the completion of a drydock or road crossing).

21. Excavation within 600 feet of a signalized intersection will require restriction by the Contractor to the DOT Division Traffic Engineer at telephone number (252-439-2000). All traffic signal or detection cables must be located prior to excavation.

22. All lanes in traffic except on DOT secondary roads shall be open during the hours of 9:00 AM to 9:30 AM and from 4:00 PM to 6:00 PM. Traffic flow shall be maintained at all times.

23. No material storage will be allowed within the DOT right of way. During non-working hours, equipment shall be parked off the DOT right of way.

24. All permanent and temporary easements shall be cleared unless otherwise directed by the ENGINEER. Payment for clearing shall be included in the UNIT PRICE of the pipe unless specifically designated otherwise within the BID SCHEDULE.

25. The construction corridor for open cut within riparian buffers is shown on PLANS. In no case shall the excavation for open cut within riparian buffers exceed forty (40) feet in accordance with the Corps of Engineers Nationwide 12 permit.

26. Waterways that are regulated by the State of NC are identified on the PLANS utilizing the nomenclature "Stream ###" and shown in a dashed border rectangular box. The nomenclature "Stream ###" is only used to designate regulated waterways and is not to be used for any designations.

27. CONTRACTOR shall perform exploratory hole digging as necessary to verify the horizontal and vertical location and size of all existing utilities (buried and perpendicular) a minimum of two thousand five hundred (2,500) feet in advance of any drilling or installation, horizontal directional drilling installations, and pipe laying activities.

    CONTRACTOR shall notify the ENGINEER immediately if a potential conflict or problem is identified that prevents the CONTRACTOR from maintaining required utility clearances/separations for new installation. ENGINEER shall be given forty-eight (48) hour notice of discovered conflict, in order to assess conflict and assist CONTRACTOR with resolving conflict prior to installation activities.

28. Excavation material shall not be placed on the pavement. If for any reason, excavation material must be placed on the pavement, written permission shall be obtained from DOT and presented to the ENGINEER prior to placement of the excavation on the pavement. Excavation material shall not be placed in a manner that blocks drainage structures or creates a roadway hazard after removal. CONTRACTOR shall place screening material between the pavement and the excavation material as necessary to prevent excavation material from adhering to the pavement. The cost of screening material and the placement and removal thereof shall be included in the UNIT PRICE of the pipe.

29. For twelve (12) inch and smaller size water lines, the centerline of the water line shall be installed in the DOT right of way five (5) feet from the edge of the DOT right of way or at locations as shown on the PLANS. Water lines sized six (6) the greater of the following minimum vertical separation as measured to the top of the water line or water line casing: (a) three (3) feet below the bottom of ditches to be crossed by the water line; (b) three (3) feet below the bottom of any adjacent ditch when the proposed water line is being installed within five (5) feet of the top bank of the adjacent ditch; (c) three (3) feet below the bottom of storm drains to be crossed by the water line; (d) three (3) feet below the bottom of any adjacent storm drains when the proposed water line is being installed within five (5) feet of any portion of the storm drain; (e) three (3) feet below the edge of the asphalt roadway; (f) four (4) feet below the existing ground surface (excluding ditch or stream crossings); or (g) as shown on PLANS (depth as PLANS may exceed minimums).

30. If the CONTRACTOR installs the water line at any location other than the approved location as shown on the PLANS, the CONTRACTOR shall solely be responsible for all associated cost and shall accept written approval of the OWNER, the ENGINEER, DOT, and all permitting agencies. If the ENGINEER, OWNER, DOT, or the permitting agencies do not approve the installation of the alternate location, the CONTRACTOR shall relocate the water line in accordance with the PLANS at the CONTRACTOR'S expense.

31. Trenches, bore pits and/or other excavations shall not be left open or unattended overnight.

32. CONTRACTOR shall be responsible and liable for any damages to existing items caused by the CONTRACTOR or incurred from the CONTRACTOR'S work associated with accomplishing the PROJECT. PLANS do not show all items that exist in the PROJECT area. For those items shown on the PLANS, locations are approximate. The existence of those items will significantly impact the CONTRACTOR'S ability to install the proposed pipelines and accomplish the WORK required by the CONTRACT DOCUMENTS. The CONTRACTOR shall make his own pre-bid field determination and investigation regarding the size, nature and the exact location of all items within the PROJECT area. The CONTRACTOR shall be responsible for locating and determining how and to what extent existing items will impact the CONTRACTORS ability to accomplish the WORK. The CONTRACTOR shall contact the owner of the respective utilities within the PROJECT area and coordinate the protection of the existing utility. All or any items damaged by the method of the existing utility related to the protection, locking or relocation of the existing utility shall be paid by the CONTRACTOR. The CONTRACTOR shall repair, provide new or replace items damaged or destroyed during construction whether said items are shown on the PLANS or not. Damage repair, new or replacement of these items shall be included with the UNIT PRICE of the pipe. DOT owned or maintained items damaged or removed shall be replaced or installed in accordance with NCDOT "Roadway Standard Drawings" latest revision by N. C. Department of Transportation and NCDOT "Standard Specifications For Road and Structures" latest revision by N. C. Department of Transportation. The cost associated with accomplishing the proposed WORK in the immediate vicinity of existing items and the protection of those existing items shall be included in the UNIT PRICE of the pipe. There shall be no additional payment to the CONTRACTOR for costs associated with temporary or permanent bracing and/or relocating existing items necessary to accomplish proposed construction activities. Existing masonry items out of the way of construction activities; measures required for the protection of existing items; or, temporary repair, removal, providing new and/or replacement of existing items damaged by the CONTRACTOR.

    A. CONTRACTOR shall protect existing storm drainage pipe before, during and after removal and replacement. Existing undamaged storm drainage piping may be reused. Existing damage piping damaged by the CONTRACTOR shall be replaced with new piping. Existing damaged storm drainage pipe piping shall be replaced with new piping if CONTRACTOR disturbs the existing damaged piping. A storm drain pipe collar shall be installed around the joint of any pipe segment disturbed, installed or reinstalled during construction. Drainage structures shall not be placed with excessive materials.

    B. CONTRACTOR shall protect existing underground and above ground utilities within the PROJECT area. Existing underground and above ground utilities within the PROJECT area include but are not limited to: water lines, sewer lines, natural gas lines, telephone cables (including fiber optic cables), cable TV cables, and electric cables.

       (1) Existing utilities are numerous and alignments are irregular. Accurate location of the utilities on the PLANS is not possible or practical and therefore the PLANS do not typically attempt to illustrate all utilities and locations at all utilities.

       (2) CONTRACTOR shall coordinate with owner of existing overhead utilities to have utility line, pole, or guy wire, etc. held or temporarily relocated to accomplish installation of the proposed WORK.

       (3) CONTRACTOR shall replace at existing water service lines damaged or cut during construction at the PROJECT from the existing water line to the existing meter stop with new 200 psi service line with no joints or splices.

    C. CONTRACTOR shall protect above ground items within the PROJECT area. Existing above ground items within the PROJECT area include but are not limited to: right of way, maintenance, adjacent property boundaries, survey signs, plantings and improvements, mail boxes, shrubbery, small ornamental trees, fences, bushes, paved and unpaved driveways, pavements, curbing, gutters, ponds, parks, walkways, drives to mail boxes, etc.

       (1) CONTRACTOR, prior to beginning construction shall identify all right of way monuments or adjacent property corner monuments to be disturbed by the WORK. Any monuments to be disturbed by the WORK, shall be referenced by a Registered Land Surveyor prior to the WORK and reset after construction by a Registered Land Surveyor.

       (2) Existing roadway signs disturbed, damaged or removed shall be replaced, restored and reinstalled by the CONTRACTOR as soon as possible. Existing roadway signs disturbed, damaged or removed shall be replaced, restored and reinstalled by the CONTRACTOR the same day disturbed, damaged or removed. Temporary signage shall be utilized until existing permanent signs are replaced, restored and reinstalled.

       (3) Existing underground guywires removed by CONTRACTOR shall be reinstalled. Existing guywires damaged by CONTRACTOR shall be replaced with new guywires. Existing damaged guywires shall be replaced with new guywires if CONTRACTOR disturbs the existing damaged guywires. Provide and maintain temporary guywires until the guywires is replaced.

       (4) Existing mail boxes disturbed, damaged or removed shall be replaced, restored and reinstalled by the CONTRACTOR the same day disturbed, damaged or removed.

       (5) Other improvements disturbed, damaged or removed shall be replaced, restored and reinstalled by the CONTRACTOR.

       (a) Unnecessary area areas ornamental trees (trees (3) inches diameter and smaller) disturbed, damaged or removed shall be replaced and/or reinstalled by the CONTRACTOR within thirty (30) calendar days from the day disturbed, damaged or removed. Shrubbery and small ornamental trees to be moved may be replanted at a temporary location and protected per the CONTRACTOR. All shrubbery and ornamental trees that do not survive during the construction period and within one year guarantee period shall be replaced by the CONTRACTOR within thirty (30) calendar days after notification by the ENGINEER. Trees shall be permanently replanted a minimum of fifteen (15) feet from the water line.

       (7) Fences disturbed, damaged, or removed shall be replaced, restored and reinstalled by the CONTRACTOR the same day disturbed, damaged or removed.

       (8) Headwalls disturbed, damaged or removed shall be restored by the CONTRACTOR within thirty (30) calendar days from the day disturbed, damaged or removed.

       (9) All paved travelways and/or asphalt driveways, curbing, gutters and sidewalks disturbed, damaged or removed during construction shall have the pavement replaced within thirty (30) calendar days of disturbance.

       (10) CONTRACTOR shall provide a minimum six (6) inches of INCIDENTAL STONE BASE to temporarily and satisfactorily restore all paved and unpaved driveways, roads, paths, walkways and drives to mail boxes within two (2) hours of disturbance. INCIDENTAL STONE BASE used for this purpose shall be included in all areas where pavements are removed. INCIDENTAL STONE BASE shall be provided and installed for the full width of the unpaved driveway or walkway from the edge of the DOT pavement to fifteen (15) feet past the opposite side of the water line branch or any other areas of driveways, roads, paths or walkways disturbed by the CONSTRUCTION. CONTRACTOR shall maintain all driveways, roads, paths, walkways and drives to mail boxes until paved driveways, roads, paths, walkways and drives to mailboxes are accepted by the OWNER and the ENGINEER as being as good as or better than their original condition.

33. The centerline of the proposed pipe shall be installed within the DOT right of way not greater than five (5) feet from the right of way line and outside the 1:1 slope from the edge of pavement to the bottom of the nearest excavation wall; otherwise, the entire excavation sharing Exempt Provision will apply.

34. All excavations inside the theoretical 1:1 slope from the existing edge of pavement to the bottom of the nearest excavation wall shall be made in accordance with the following:

    A. Active excavation sharing, such as sheet piles, shall be installed. The design of the sharing shall include the effects of traffic loads. The sharing system shall be designed and sealed by a professional engineer licensed in North Carolina. Sharing plans and design calculations shall be submitted to the DOT Division Engineer for review and approval prior to construction. Trench boxes are not accepted as sharing.

    B. A qualified NCDOT inspector should be on the site at all times during construction. The CONTRACTOR shall be required to reimburse NCDOT for the cost of providing the inspector.

    C. All excavation inside the limits of the theoretical 1:1 slope shall be considered an unstable formation and shall be braced in accordance with OSHA regulations for a depth of five (5) to five (5) feet to cover any long term pavement repairs which may be required as a result of the excavation.

35. All soils encountered shall be considered Type "C" soil. All Sloping, Benching, Trenching, Shoring and Shield systems shall follow OSHA guidelines for Type "C" soils.

    A. Sloping and Benching

       (1) Maximum allowable slope is 1.5:1.

       (2) The actual slope shall be less steep than the maximum allowable slope, when there are signs of distress. If that situation occurs, the slope shall be cut back to a safer, stable slope of 2:1.

       (3) Where surcharge loads from stored material or equipment, operating equipment, or traffic are present, a "competent person" shall determine the degree to which the actual slope must be reduced below the maximum allowable slope, and shall assure that such reduction is achieved.

    B. Trenching, Shoring and Shielding systems (trench boxes)

       (1) The CONTRACTOR shall keep a "competent person" on site at all times to monitor Trenching, and the utilization of Shoring and Shielding systems.

36. Bracing of water lines:

    A. Twelve (12) inches and smaller sizes

       (1) Provide concrete thrust blocking, restrained, grip ring systems, restrained joints, or other means approved by the ENGINEER to prevent movement of pipe, fittings, valves, and hydrants due to internal pressures resulting from hydrostatic testing and system operation.

       (2) Blocking, restrained, grip ring system, and restrained joint requirements described in the following paragraphs represent minimum requirements. Adequate blocking and joint restraint necessary to successfully accomplish hydrostatic testing shall be provided in all cases. No additional payment shall be made for blocking, restraint, grip ring systems, and joint restraint provided over and above that required in this section.

       (3) Provide concrete thrust blocking as follows:

       (a) At all fittings except vertical down fittings.

       (b) At all hydrants.

       (4) Provide thrust rodding in addition to concrete thrust blocking as follows:

       (a) At the ends of small dead-ings, between the steel casing and the first fitting on the pipe line outside the casing if the fitting is within ten (10) feet of the end of the casing.

       (b) Where a valve is located between the end of the casing and the fitting, thrust rodding shall be carried through the valve.

       (c) Where specifically shown on the PLANS.

       (5) Provide grip rings in addition to concrete thrust blocking as follows:

       (a) At all vertical up fittings.

       (b) Where specifically shown on the PLANS.

       (6) Provide either thrust rodding or grip rings in addition to concrete thrust blocking as follows:

       (a) Where bends are within ten (10) feet of tees, crosses, or tapping sleeves and valves.

       (b) On hydrant legs, from the main line tee to the hydrant including all valves, fittings, and pipe.

       (c) Where specifically shown on the PLANS.

       (7) Provide thrust rodding and grip rings in addition to concrete thrust blocking where specifically shown on the PLANS.

       (8) Provide grip rings as follows:

       (a) At all valves within twenty (20) feet from the end of a line where future extensions are anticipated.

       (b) At all vertical down fittings

       (c) Where specifically shown on the PLANS.

       (9) Provide restrained joints for ductile iron pipe as follows:

       (a) Where specifically shown on the PLANS and/or called for in the BID SCHEDULE.

       (b) Wedge action retainer glands, and other retainer glands or rapids are not acceptable to be used in restrained joint pipe.

       (c) If repair of newly installed restrained joint pipe is necessary, the CONTRACTOR shall remove the restrained joint pipe and re-lay from the location to be repaired to the end of the restrained joint segment. Use of linear couplings is not acceptable in restrained joint segments of pipe.

       (10) Provide thrust restraint, grip rings, and/or restrained joints as follows:

       (a) Where space limitations, poor soil, or disturbed soil will not permit concrete thrust blocking.

       (b) Where future construction, such as future tie-in to main being blocked, will render concrete thrust blocking ineffective.

       (c) Where required to ensure accessibility for repairs.

       (d) Where specifically shown on the PLANS.

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NO.	DATE	REVISIONS

DO NOT DELETE: W:\ENGINEERING\2019\2019-3019_LAYOUT.DWG
DO NOT FILE NAME: 2-GENERAL CONSTRUCTION NOTES.DWG
NOT FILE KEYWORDS: 8-1810 BLUE

PROJECT NO: 1-18-3019-1701	SURVEYED BY:	N/A	
DRAWING NO: 2	DRAWN BY:	KAYLON	
SCALE: N/A	CHECKED BY:	DCA/WH	
DATE: JUNE 5, 2019	APPROVED BY:	RBH	

GENERAL CONSTRUCTION NOTES
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
2019 SWAN POINT WATER LINE EXTENSION
BEAUFORT COUNTY
BEAUFORT COUNTY NORTH CAROLINA

SHEET 2 OF 11

Drawing: W:\Dev_ops\Dwg\2017_JOB\3019-3019-1701 POS Eng Cost Adm Ctr-Mstr-Imp - Beaufort Co 19 - Swan Point-Wtr Ext-TS - Phase 1 and 2\Dwg\Dwg\2-General Construction Notes.dwg
Layout: LAYOUT1
Plotted: Monday, March 26, 2012, 8:56:01am

GENERAL CONSTRUCTION NOTES

27. CONTRACTOR shall install marking tape made of three (3) inch wide, electromagnetic detectable, corrosion resistant material which shall read "CAUTION: BURIED WATER LINE BELOW", install the tape above the pipe approximately one (1) foot below the ground surface, for the entire length of all water line installed except for piping installed by directional drilling.

28. CONTRACTOR shall install insulated #12 AWG solid copper wire on top of the pipe for the entire length of all water line installed with the exception of the horizontal directional drills. CONTRACTOR shall install #12 AWG stranded stainless steel tracer wire on top of all pipe installed by horizontal directional drilling. Wire shall be looped through metal risers. Wire is to be attached to all pipe installed by Horizontal Directional Drilling. Wire to be continuous. Wire to be attached to hydrant and blowoffs, and looped through valve boxes to facilitate attachment of signal generator to wire. Contractor to provide equipment and testing/witness to the presence of the ENGINEER and OWNER the continuous conductivity of the wire.

29. For crossing of paved DOT maintained roads, CONTRACTOR shall:

A. Install water lines across paved DOT maintained secondary roads and major highways by bored drylens as shown on the PLANS. Bored drylens shall be installed perpendicular to the road centerline. Drylens shall extend a minimum of five (5) feet beyond the edge of the asphalt or to the limit of the theoretical line at one slope from the edge of the pavement to the bottom of the proposed pipe trench or as shown on PLANS whichever is greater. Drylens quantities for which payment shall be made will be based upon actual quantity installed not to exceed limits specified above or shown on the PLANS whichever is greater.

B. All roadway crossings by drylens shall be a minimum of 48" below the elevation of the existing roadway and 30" below the existing ditches.

C. Payment shall not include extra drylens quantities installed for the CONTRACTOR'S convenience, such as extending casing under drives or avoidance of cutting and removing lengths of casing beyond that required for an acceptable installation.

40. For crossing of non-DOT public paved roads, CONTRACTOR shall:

A. Install water lines across all non-DOT public paved roads by bored drylens. Drylens shall extend a minimum of five (5) feet beyond the edge of the asphalt or to the limit of the theoretical line at one slope from the edge of the pavement to the bottom of the proposed pipe trench or as shown on PLANS whichever is greater. Drylens quantities for which payment shall be made will be based upon actual quantity installed not to exceed limits specified above or shown on the PLANS whichever is greater.

B. Payment shall not include extra drylens quantities installed for the CONTRACTOR'S convenience, such as extending casing under drives or avoidance of cutting and removing lengths of casing beyond that required for an acceptable installation.

41. For crossing of paved driveways or paved private roads, CONTRACTOR shall:

A. Install water lines across all concrete or asphalt driveways and all concrete or asphalt private roads by unzoned drylens. (No casing required) Bore hole diameter shall not be greater than one (1) inch larger than pipe outside diameter. PLANS do not show all paved driveways and paved private roads. The CONTRACTOR shall make his own invalid field determination of the quantity of bored water all concrete or asphalt driveways and under all concrete or asphalt private roads and shall include the associated cost within the UNIT PRICE of the pipe unless shown otherwise in the BID SCHEDULE.

B. In cases, where the existing conditions make it difficult or impossible to bore concrete or asphalt driveways and concrete or asphalt private roads, the CONTRACTOR with the permission of the ENGINEER shall be permitted to open cut by sawing, breaking, removing, disposing and replacing of all concrete or asphalt driveways and concrete or asphalt private roads. Maximum pavement patch width shall be three (3) feet. If the CONTRACTOR does cut a width less than (3) feet of an existing concrete pavement joint then the CONTRACTOR shall extend pavement removal and replacement to the joint. PLANS do not show all paved driveways and paved private roads. Associated cost for BREAK, REMOVE, AND REPLACE EXISTING PAVEMENTS shall be included within the UNIT PRICE of the pipe. The CONTRACTOR shall make his own invalid field determination of the quantity of BREAK, REMOVE, AND REPLACE EXISTING PAVEMENTS.

42. CONTRACTOR shall install drylens as shown on PLANS. Drylens shall be installed by boring and jacking. Under no conditions shall jetting or wet boring be permitted. Jacking without boring shall not be permitted.

43. Unpaved private driveways, unpaved private roads, unpaved DOT roads, and unpaved non-DOT public roads shall be crossed by open cut.

44. All asphalt and concrete driveways, roads, etc. crossed by open cut within the DOT right of way shall be guaranteed by the CONTRACTOR for a period of five (5) years.

45. CONTRACTOR shall obtain permission from respective property owners prior to encroaching on private properties for construction purposes including, but not limited to, bore pits for drylens.

46. For sewer lines installed under existing storm drains, water line joints shall not be installed within eight (8) feet of the existing storm drain. Water lines shall be centered on existing storm drain. Water lines to be installed under existing storm drains shall be installed by open cut. Steel casing shall be included under existing storm drains where shown on the PLANS or as directed by the ENGINEER.

Where open cut installation is required to cross under existing storm drains the following action is required.

A. The existing storm drain shall be removed and #57 stone bedding shall be used between the proposed water line and the centerline of the storm drain, or

B. The existing storm drain shall be supported in place and flowable fill (cement grout) shall be used as bedding between the water line and the centerline of the storm drain, or

C. The existing storm drain shall be supported in place and steel casing shall be installed under the storm drain. Flowable fill (cement grout) shall be used as bedding between the steel casing and the centerline of the storm drain, and

D. A storm drain pipe collar shall be installed around the joint of any pipe segment installed, installed or reinstalled during construction.

The cost of bedding, storm drain removal, replacement, #57 stone, flowable fill, storm drain pipe collar, etc. shall be included in the UNIT PRICE of the pipe. However the CONTRACTOR shall be paid for steel casing in accordance with the BID SCHEDULE.

47. For water lines installed under existing gas mains, water lines, etc., the new water line joints shall not be installed within eight (8) feet of the existing gas or water line joints (this restriction does not apply to water service lines). Water lines shall be centered on existing gas or water line. Water lines to be installed under existing gas or water lines shall be installed by open cut and drylens when possible. Steel casing shall be installed under existing gas mains, water lines, storm sewers, sanitary sewers, etc. PLANS do not show all existing gas, water lines, storm sewers, sanitary sewers, etc. The CONTRACTOR shall make his own invalid field determination of the quantity of casing required to cross under existing gas or water lines, the following action is required:

A. The existing gas or water line shall be supported in place and flowable fill (cement grout) shall be used as bedding between the water line and the centerline of the gas or water line, or

B. The existing gas or water line shall be supported in place and steel casing shall be installed under the gas or water line. Flowable fill (cement grout) shall be used as bedding between the steel casing and the centerline of the gas or water line.

If an unbored drylens or a section of steel casing cannot be installed by tunneling, the following action is required:

A. The existing gas or water line shall be removed and #57 stone bedding shall be used between the proposed water line and the centerline of the gas or water line, and

B. The gas or water line shall be replaced.

The cost of bedding, gas or water line removal, replacement, #57 stone, flowable fill, etc. shall be included in the UNIT PRICE of the pipe. However, the CONTRACTOR shall be paid for steel casing in accordance with the BID SCHEDULE.

48. CONTRACTOR shall install water line with steel casing over storm sewer inlets and culverts only if there is adequate depth to allow specified clearances. If clearances are inadequate, CONTRACTOR shall install water line under culvert. Jacketing the water line around the end of the culvert is not acceptable. Payment for installation of the water line over a storm drain or culvert shall be included in the UNIT PRICE of the pipe. However, the CONTRACTOR shall be paid for steel casing in accordance with the BID SCHEDULE.

49. With respect to an open cut installation crossing a ditch or stream, with twelve (12) inches and smaller water line, water line shall be installed in steel casing. Steel casing shall be installed a minimum depth of three (3) feet vertically below the deepest portion of the ditch or stream. Payment for an open cut ditch or stream crossing shall be included in the UNIT PRICE of the pipe. However, the CONTRACTOR shall be paid for steel casing in accordance with the BID SCHEDULE.

50. Creeks and rivers shall be crossed by horizontal directional drilling as shown on the PLANS. CONTRACTOR shall be responsible for achieving the minimum specified drilling depths as shown on the PLANS.

51. CONTRACTOR shall not install water lines within seven (7) feet of exposed side of retaining walls and wing walls of bridges and culverts.

52. Backfilling

A. The trench line/backfill material shall meet DOT Statewide Borrow Criteria in addition:

B. Unsuitable backfill materials shall be disposed of as directed by the ENGINEER, except as specified below:

(1) Under roadway pavement:

(a) Material shall be ASTM D2487 USCS soil types GW, GP, SW, SP or NC DOT No. 57 or 78M gradation sizes.

(b) Compaction shall be 100% Standard Proctor to within eight (8) inches of the subgrade surface.

(c) Compaction shall be 105% Standard Proctor to a depth of eight (8) inches below the surface of the subgrade.

(2) Under driveways and parking areas (paved and unpaved):

(a) Material shall be ASTM D2487 USCS soil types GW, GP, SW, SP or NC DOT No. 57 or 78M gradation sizes.

(b) Compaction shall be 95% Standard Proctor.

(3) Inside trackwood 1:1 slope from the working edge of pavement to the bottom of the trackwood excavation wall:

(a) Material shall be ASTM D2487 USCS soil types GW, GP, SW, SP or NC DOT No. 57 or 78M gradation sizes.

(b) Compaction shall be 95% Standard Proctor.

(4) Between sections of bored and jacked and bottom of DOT ditch outside theoretical 1:1 slope from the working edge of pavement to the bottom of the trackwood excavation wall:

(a) Material shall be native soil or ASTM D2487 USCS soil types GW, GP, SW, SP, GM, GC, SM, SC. CONTRACTOR shall add suitable materials necessary to meet compaction requirements. Excessive spoil shall be disposed of by CONTRACTOR.

(b) Compaction shall be:

1) 95% Standard Proctor for forest, fields, croplands and lawns.

2) 98% Standard Proctor for roads, drives, parking areas or areas adjacent to structures or utilities.

(5) Between centerline of DOT ditch to and beyond DOT right of way:

(a) Material may be native spoil. CONTRACTOR shall add suitable materials as necessary to meet compaction requirements. Excessive spoil shall be disposed of by the CONTRACTOR.

(b) Compaction shall be:

1) 95% of original density for forest, fields, croplands and lawns. (See DOT memorandum letter dated March 23, 2006, para graph 10 for DOT minimum requirements).

2) 98% Standard Proctor for areas adjacent to structures or utilities.

C. Compaction shall be achieved at the optimum moisture content. CONTRACTOR shall dry or add moisture as required.

D. All trench backfill shall be placed and compacted in six (6) inch maximum layers.

53. Relation of water lines to sewers.

A. Lateral separation of sewers and water lines.

(1) Water lines shall be laid at least ten (10) feet laterally from existing sewers, unless local conditions or barriers prevent a ten (10) foot lateral separation.

(a) If a water line cannot be laid with a ten (10) foot lateral separation with respect to sewer lines, the water line shall be laid within a separate trench with the elevation of the bottom of the water line at least eighteen (18) inches above the top of the sewer.

B. Crossing a water line over a sewer.

(1) Whenever it is necessary for a water line to cross over a sewer, the water line shall be laid at such an elevation that the bottom of the water line is at least eighteen (18) inches above the top of the sewer, unless local conditions or barriers prevent an eighteen (18) inch vertical separation. If an eighteen (18) inch separation cannot be achieved, both the water line and sewer shall be constructed of ferrous materials and with joints that are equivalent to water line standards for a distance of ten (10) feet on each side of the point of crossing.

C. Crossing of a water line under a sewer.

(1) Whenever it is necessary for a water line to cross under a sewer, both the water line and the sewer shall be constructed of ferrous materials and with joints equivalent to water line standards for a distance of ten (10) feet on each side of the point of crossing. A section of water line pipe shall be centered at the point of crossing.

54. Existing water lines shall remain active until replaced by a new water line. Temporary connections, at CONTRACTOR'S expense, may be used to insure all existing services remain active.

55. Interruption of service.

A. Disinfectants or De-ins

(1) CONTRACTOR shall notify OWNER of affected users, and the ENGINEER prior to interruption of services.

(2) If interruption of service will last greater than two (2) hours, the CONTRACTOR shall pre-schedule the work with OWNER at a mutually agreeable time that would impose a minimum inconvenience on the affected users.

B. Service replacement

(1) CONTRACTOR shall notify the affected user prior to interruption of service.

(2) Maximum time a user should be out of service for de-ins of new service shall be thirty (30) minutes.

56. Water containing chlorine shall not be discharged within one thousand (1000) feet of surface waters. Flush water containing chlorine residual shall be discharged into dead shallow and depressed land or dechlorinated by the addition of sodium thiosulfate or other approved chemicals. When using chemical agents, do not exceed dosages required for dechlorination. The CONTRACTOR shall be fully and solely responsible for ensuring dechlorination prior to discharging to surface waters.

57. For water lines twelve (12) inches and smaller, not more than ten (10) miles of water line shall be installed prior to testing, disinfecting and placing of said water line into service.

58. Daily Cleanup and Maintenance of Ingress and Egress

A. The PROJECT area includes residential, commercial and industrial neighborhoods which require continuous ingress and egress routes. Ingress and egress shall be maintained to all homes, businesses and drainage affected by the PROJECT. The CONTRACTOR shall utilize any and all construction methods, including INCIDENTAL STONE BASE as necessary to maintain ingress and egress to all properties at all times during the construction period except during the time period required for excavation, pipe laying and backfilling. The CONTRACTOR shall make a special effort to maintain ingress and egress to existing fire hydrants at all times.

B. All excavation, pipelaying, and backfilling activities shall be completed not later than 5:00 p.m. each work day. Personal items, graves, provisions for temporary drainage, and cleanup after each day's construction activities shall be completed immediately following completion of excavation, pipelaying, and backfilling operations each day. The CONTRACTOR shall not leave or abandon the work site until all daily cleanup, provisions for temporary drainage, and provisions for convenient ingress and egress have been completed.

C. Maintenance of all disturbed areas shall be provided on a daily basis as required to provide drainage and convenient ingress and egress to all properties, maintain freedom for injuries associated with vehicular and/or pedestrian traffic, and maintain all improved areas in a manner acceptable for normal lawn care activities by adjoining residential and/or property owners.

D. The CONTRACTOR shall initiate and continuously pursue land compaction at specific clearing, cleanup maintenance, and/or repair activities requested by the ENGINEER within four (4) hours of the ENGINEER'S request. The ENGINEER may request such activities based upon the observations, citizen complaints, directives from regulatory agencies, and items brought to the ENGINEER'S attention by others.

E. The cost for providing temporary drainage, satisfactory ingress and egress, cleanup, and maintenance of disturbed areas shall be included within the price for the WORK. No additional payment shall be provided for these activities.

F. Failure by the CONTRACTOR to adequately provide and maintain satisfactory conditions for drainage and/or ingress and egress, correct specific cleanup, cleanup maintenance, and/or repair activities requested by the ENGINEER may result in the employment by the OWNER of an outside party to accomplish these activities.

(1) The OWNER may employ an outside party at any time the CONTRACTOR is not on the PROJECT site and unsatisfactory conditions exist regarding drainage, ingress, egress, safety, or cleanup.

G. The CONTRACTOR should expect these procedures relative to daily cleanup and maintenance of ingress and egress to be strictly and rigorously enforced throughout the CONTRACT period.

59. Erosion and Sedimentation Control

A. Cost of all erosion and sedimentation control measures and devices shall be included in the UNIT PRICE of the WORK as shown in the BID SCHEDULE.

B. CONTRACTOR shall retain a copy of the latest approved erosion and sedimentation control plan on site to be made available upon request.

C. Failure by the CONTRACTOR to adequately implement the erosion and sedimentation control measures described in these PLANS and SPECIFICATIONS may result in the employment by the OWNER of an outside party to accomplish these activities.

(1) The OWNER may employ an outside party at any time the CONTRACTOR is not on the PROJECT site and unsatisfactory conditions exist regarding erosion and sedimentation control.

(2) Payment for all costs incurred by the OWNER relating to the employment of an outside party shall be reimbursed to the OWNER on a monthly basis by the CONTRACTOR.

(3) Failure to reimburse the OWNER shall result in the OWNER deducting payment for these costs from payments to the CONTRACTOR.

D. Failure by the CONTRACTOR to comply with any part of the approved erosion and sedimentation control plan or with any Division of Land Resources Land Quality Section requirements may result in civil penalty of up to $2,500 for the initial violation plus up to $5,000 per day for each day the site is out of compliance. Any violation penalties imposed upon the OWNER by the State shall be charged by the OWNER to the CONTRACTOR and paid to the OWNER by the CONTRACTOR.

E. Appropriate temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations. Erosion and sedimentation control measures or devices shall be installed to satisfy prevent sediment from leaving the site resulting from a ten (10) year storm event (5.5 inches in 7 inches rain in twenty four hours or more at a rate of 0.3 inches in 7 inches in one hour).

F. CONTRACTOR shall schedule land-disturbing activities to minimize the area of exposure, the time between the land disturbances and the providing of ground cover.

G. CONTRACTOR shall maintain a buffer zone, sufficient to restrain visible sedimentation between any land-disturbing activity and any adjacent property or watercourse.

H. The CONTRACTOR shall not begin construction until after all erosion control devices have been installed.

I. Temporary

(1) Install silt fence around all proposed spoil sites. Silt fences shall be installed along all land disturbed areas where necessary to prevent sediment from leaving the PROJECT site.

(2) Construct and maintain gravel construction entrances/exits for all sites.

(3) All land disturbed areas shall be graded to minimize runoff. New or affected slopes shall be graded to an even surface that can be mowed by conventional mowers.

(4) Protect storm pipe inlets from sediment runoff generated by land disturbing activities with silt fences and gravel filter check dams.

(5) Protect drop inlets and catch basins with block and gravel filters.

(6) Install Class 1 rip rap protection around disturbed storm pipe outlets within seven (7) days.

(7) Construct and maintain detention basins, silt traps, check dams and berms. Direct all surface runoff into roadway ditches, detention basins or silt basins. Install erosion control devices as necessary to prevent sediment from leaving PROJECT area.

(8) Not more than three hundred (300) feet of trench shall be opened in advance of completed backfill.

(9) Trenches shall not remain open after normal working hours.

(10) All land disturbed areas on the banks and approaches to ditches, streams or creek crossings shall be graded not to exceed 2:1 ratio. Install bank stabilization. Siltation water runoff shall be diverted from all disturbed areas.

(11) All land disturbed areas on the banks and approaches to ditches, streams or creek crossings shall be fertilized, limed, seeded and mulched within twenty-four (24) hours of completion of any land disturbing activity. Within riparian buffer areas, lime and fertilizer shall not be utilized.

(12) All other land disturbed areas other than approaches to ditches, streams or creek crossings shall be graded, dressed, fertilized, limed, seeded and mulched within ten (10) calendar days of completion of any land disturbing activity, except areas of grading (rough or final). Rye grass is not an approved seeding for establishment of ground cover.

(13) Mulching is to be applied at a minimum rate of 2 bales/acre to all seeded areas. For each square foot of seeded area, the mulch shall cover a minimum of 75% of the exposed ground after it is tacked or crimped in place. Mulching shall be applied in an uniform manner.

(14) If other erosion control devices fail to stabilize and prevent erosion, install erosion control matting as necessary to prevent erosion.

(15) Temporary ground cover (grass, mulching, matting, topsoil, etc.) shall be established and effectively restraining erosion within twenty one (21) calendar days of completion of any phase of grading (rough or final).

(16) Seeding will not be done at times to assure permanent.

J. Permanent

(1) Final grading, soil preparation, fertilizer, lime, seeding and mulching of the PROJECT area shall be completed within fifteen (15) working days after completion of construction.

(2) All land disturbed areas on residential, commercial and industrial neighborhood areas shall be first graded, hand raked, fertilized, limed, seeded, mulched within fifteen (15) working days after completion.

(3) Mulching is to be applied at a minimum rate of 2 bales/acre to all seeded areas. For each square foot of seeded area, the mulch shall cover a minimum of 75% of the exposed ground after it is tacked or crimped in place. Mulching shall be applied in an uniform manner.

(4) If other erosion control devices fail to stabilize and prevent erosion, install erosion control matting as necessary to prevent erosion.

(5) Permanent ground cover (grass, mulching, matting, topsoil, etc.) shall be established and effectively restraining erosion within fifteen (15) working days or 90 calendar days after completion of construction whichever is less.

K. Erosion Control Construction Sequence

(1) Obtain and post copy of certificate of erosion control plan approval on PROJECT site.

(2) Clear PROJECT area only as necessary to install erosion control devices.

(3) Once approved erosion control devices and measures are in place, notify PROJECT engineer and NCDENR, Land Quality Section (252-946-6481) for site inspection prior to commencing construction

(4) Begin construction

(5) Maintain erosion control devices as necessary during project construction.

(6) As construction progresses, install additional erosion control devices as necessary to prevent erosion beyond the PROJECT area.

(7) Temporarily seed and mulch disturbed area within prescribed time frames.

(8) After disturbed areas are stabilized, permanently seed and mulch disturbed areas within prescribed time frames.

(9) After CONTRACTION is complete, all erosion control devices are installed and the PROJECT area is stabilized, request a site inspection from NCDENR, Land Quality Section and provide documentation that NCDENR is satisfied with implementation of erosion control devices.

(10) After the PROJECT area is stabilized, remove temporary erosion control devices, dress site and seed and mulch any disturbed areas.

CONTRACTOR shall at his own expense, strictly adhere to all pertinent safety standards, rules and OSHA regulations required or recommended by governmental or quasi-governmental authorities having jurisdiction. By submitting a BID for the CONTRACT, CONTRACTOR acknowledges that it has its own OSHA compliant safety program for all WORK covered by or performed under the CONTRACT. The CONTRACTOR by submitting a BID for the CONTRACT further acknowledges that OSHA Safety Regulations require the CONTRACTOR to keep a trained "competent person" on the job. A "competent person" is a trained individual who is employed by the CONTRACTOR and is capable of identifying existing and predictable hazards or working conditions that are hazardous, unsanitary, or dangerous to employees, and has the authority to take prompt corrective measures to eliminate or control any hazard or unsafe conditions. The CONTRACTOR agrees to keep as many "competent persons" onsite as necessary to maintain safe working conditions at all times. In addition to keeping as many "competent persons" on site at all times workers are in trenches and other types of excavations, the CONTRACTOR does agree to conduct as over frequent and regular inspections of all WORK covered by or performed under this CONTRACT at the PROJECT site to verify compliance with the CONTRACTOR'S safety programs and all applicable safety standards, rules and OSHA regulations. The CONTRACTOR and the OWNER acknowledge and agree that neither the OWNER nor the ENGINEER has any control, responsibility or authority over the CONTRACTOR or the CONTRACTOR'S employees or SUBCONTRACTORS with respect to the safety and health conditions relating to or arising out of the CONTRACTOR'S work or the performance of any work covered by this CONTRACT. The PROJECT OBSERVER is an employee of the ENGINEER and is not a trained "competent person". The CONTRACTOR has the sole responsibility and authority for ensuring that any and all hazardous conditions relating to or arising out of the CONTRACTOR'S work are identified and corrected. With respect to the CONTRACTOR'S work or any WORK covered by or performed under this CONTRACT, the OWNER is not the controlling employer or operating entity for the purpose of detecting hazardous conditions or ensuring that hazardous conditions are corrected.

61. RECORD DRAWING ACCESS

A. For eight (8) inch and larger water lines, the CONTRACTOR shall install vertical PVC pipe at locations as specified herein to be used for access to the installed water lines for collection of record drawing information. Collection of record drawing information shall be by the ENGINEER. Components of the vertical PVC pipe and the installation thereof shall be installed in the UNIT PRICE of the pipe.

B. For eight (8) inch and larger water lines, the CONTRACTOR shall place a minimum four (4') inch diameter PVC pipe vertically at all locations where transitions in materials occur (ends of casings, transitions from DI to PVC, transitions from Push-On Joint to Restrained Joint, Fittings, etc.). The vertical PVC pipe shall rest on top of the center of the pipe and shall extend a minimum of eighteen (18") inches above the land surface. The lower end of the pipe shall be capped. The lower one foot portion of the PVC pipe shall contain a minimum of 3 each 1/4" diameter holes. The CONTRACTOR shall record on the as-joined portion of the vertical PVC pipe the distance in hundredths of a foot from the top of the water line to the invert of the water line. The vertical PVC pipe shall be kept open and cleared of debris. Immediately after installation, the vertical PVC pipe shall be backfilled with dust tight to prevent debris entering the vertical PVC pipe. A sufficient number of vertical PVC pipes shall be installed so that the spacing between vertical PVC pipe shall not exceed two hundred (200') feet.

C. Record drawing information shall be collected by the ENGINEER at water line intervals not to exceed five thousand (5000) feet.

D. Record drawing information will be used to verify:

(1) Installation compliance with contract PLANS/SPECIFICATIONS, and

(2) Final pay quantities.

E. After record drawing information has been obtained, the CONTRACTOR upon authorization by the ENGINEER, shall cut off the top portion of the vertical pipe 12" beneath the final surface grade and cap the vertical PVC pipe with a steel plug and/or fully remove vertical pipe (completely re-fill hole and clean-up disturbed area). The PVC pipe shall be equipped with a solvent weld PVC female adapter to accommodate the steel plug.

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NO	DATE	DESCRIPTION	BY

GENERAL CONSTRUCTION NOTES
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
2019 SWAN POINT WATER LINE EXTENSION
BEAUFORT COUNTY
NORTH CAROLINA

DO NOT DELETE: W:\054_eng\DWG\3-GENERAL CONSTRUCTION NOTES.dwg
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DO NOT FILE MADE: 1-15-2019
PROJECT NO: 1-15-2019-1701
DRAWN BY: KJS
DRAWING NO: 3
CHECKED BY: RWS
SCALE: N.T.S.
DATE: DEC 5, 2019
APPROVED BY: RDM

SEAL 1972 — McDAVID ASSOCIATES, INC. CORPORATE SEAL 1972 WASHINGTON, N.C.

NORTH CAROLINA PROFESSIONAL SEAL 28205 ENGINEER RICHARD S. MOORE

SHEET 3 OF 11

Drawing: W:\054_eng\DWG\3-GENERAL CONSTRUCTION NOTES.dwg
Layout: LAYOUT1
Plotted: Tuesday, March 28, 2023, 8:58:18am
By: RICHARDSMOORE\rmoore

WATER DISTRIBUTION & INSTALLATION CONSTRUCTION NOTES

1. Individual services to the property line shall be installed by CONTRACTOR upon request of the property owner and payment of tap fee and main footage fee where applicable.

2. CONTRACTOR shall install all meter risers as joined pipe a minimum of five (5) feet from the edge of the existing pavement unless directed otherwise by PLANS. Typically meter risers shall be located fifteen (15) feet from centerline.

3. The PLANS illustrate the general location of proposed water lines. Water lines shall be placed a minimum of five (5) feet from the edge of pavement along main routes, unless otherwise noted on PLANS. In the event the CONTRACTOR installs water lines closer than five (5) feet from the edge of pavement along paved roads, or if fewer than five (5) feet from the edge of road, and then, driveways, sidewalks, structures, landscape, storm drains, etc. are constructed over the water line, the CONTRACTOR shall be responsible for all costs associated with the installation of the water line at the new location such as, but not limited to, removal and replacement of pavement, curb and gutter, sidewalk, etc. The CONTRACTOR shall relocate pavements or structures, backfill, storm drains, and all other items damaged during relocation of the water line at no additional cost to the OWNER. Relocation of the proposed water line at locations other than five (5) feet from the edge of the pavements or drives (15) feet from the centerline shall be included in the UNIT PRICE of pipe.

4. Water lines shall have minimum cover of three (3) feet in all directions when installed in unpaved areas and four (4) feet in all directions when installed in paved areas. Minimum cover shall be measured from the finished grade to the top of the pipe. Where existing storm drains (disturbed), the following notes is required:

   A. The existing storm drain shall be removed and ASY stone bedding shall be used for the entire storm drain trench and the discharge of the storm drain, or

   B. The existing storm drain shall be removed and Bedding Material (2) (cement treated sand) shall be used as bedding between the water line and the backface of the storm drain.

   The cost of bedding, storm drain removal, replacement, ASY stone, Bedding M, etc. shall be included in the UNIT PRICE of the pipe.

5. Blocking of Water Lines

   A. Provide concrete thrust blocking, jacking, crimping strip systems, restrained pipe, fittings, where approved by the ENGINEER to prevent movement of water lines. Thrust blocking shall be placed between undisturbed earth and the hydrostatic testing and system operation.

   B. Blocking, jacking, crimping strip system and restrained joint requirements described in the following paragraphs represent minimum requirements. Additional blocking shall be provided as required by the ENGINEER. Where hydrostatic testing shall be provided in all cases. No additional payment shall be made for thrust blocking, jacking, crimping strip systems and joint restraint provided over and above those requirements noted herein.

   C. Provide concrete thrust blocking as follows:

      1. At all fittings except vertical down fittings.

   D. Provide thrust jacking in addition to concrete thrust blocking as follows:

      1. At the ends of steel stubbs, between the steel casing and the first fitting on the pipe line exiting the casing if the fitting is within ten (10) feet of the casing. Thrust jacking shall be placed between the end of the casing and the fitting. Thrust jacking shall be placed between the end of the casing and the fitting. Thrust jacking shall be placed between the end of the casing and the fitting. Thrust jacking shall be placed between the end of the casing and the fitting.

      2. Where specifically shown on the PLANS.

   E. Provide crimping strips in addition to concrete thrust blocking as follows:

      1. At all vertical up fittings with a nominal size of twelve (12) inches or smaller.

      2. Where specifically shown on the PLANS.

   F. Provide either thrust jacking or crimping strips in addition to concrete thrust blocking as follows:

      1. Where bends with a nominal size of twelve (12) inches or smaller are within ten (10) feet of tees, crosses, or capping sleeves and valves.

      2. Where specifically shown on the PLANS.

   G. Provide crimping strips as follows:

      1. At all valves with a nominal size of twelve (12) inches or smaller within twenty (20) feet from the end of a line where future extensions are planned.

      2. At all vertical down fittings with a nominal size of twelve (12) inches or smaller.

      3. Where specifically shown on the PLANS.

   H. Provide mechanical joints for ductile iron pipe as follows:

      1. Where specifically shown on the PLANS and/or called for in the BID SCHEDULE.

   I. Provide thrust jacking, crimping rings, and/or restrained joints as follows:

      1. Where required to ensure accessibility for repairs.

      2. Where specifically shown on the PLANS.

   J. CONTRACTOR shall install, tape ends of three (3) inch wide reflectorized electrolyte metallic mesh, with shall read "CAUTION, BURIED WATER LINE BELOW" in letters not less than two (2) inches high, directly above the pipe approximately one (1) foot below the ground surface, for a water line installed by open trench excavation.

6. CONTRACTOR shall install water lines across all concrete or asphalt streets by means of jacking or boring and encasing the pipe in steel casing pipe of a greater diameter. PLANS do not show all locations where jacking or boring is required. CONTRACTOR shall make his own jacking and boring determination of the locations where jacking or boring is required. CONTRACTOR shall be responsible for all costs associated with jacking or boring and shall include the associated cost within the UNIT PRICE of the pipe across streets shown otherwise in the BID SCHEDULE.

7. In cases where the existing conditions make it difficult or impossible to lay pipe to the required alignment and depth, the CONTRACTOR shall notify the ENGINEER and obtain permission in writing from the ENGINEER before any deviation will be made. All cutting, breaking, removing, disposing and replacing of all concrete or asphalt pavement required for the installation of the water line shall be done in accordance with and be paid for at the UNIT PRICE bid for the various items of work involved. The CONTRACTOR shall be required to saw cut existing pavement neatly and straight. Jackhammers shall not be used to remove existing pavement more than the CONTRACTOR shall be required to replace. Any damage to existing pavement beyond the limits shown on the PLANS shall be repaired and/or replaced, as directed by the ENGINEER, at the CONTRACTOR'S expense. Asphalt pavement shall be saw cut to a straight line. Concrete pavement shall be saw cut to the nearest existing joint. All costs associated with the above shall be included in the UNIT PRICE of the pipe.

8. CONTRACTOR shall not install water mains over storm drains. CONTRACTOR shall install water mains under storm drains or around the ends of storm drains.

   In cases where existing conditions make it difficult or impossible to install the water main under the storm drain or around the ends of the storm drain, the water line shall be installed by means of boring and encasing the water line in steel casing pipe. The type of casing pipe shall be included within the UNIT PRICE of the pipe.

9. With reference to a ditch, where or creek crossing, water mains shall be installed a minimum depth of four (4) feet vertically below the deepest portion of the ditch. Water mains shall not be placed within ten (10) feet horizontally from the high-water mark. Backfill shall not be placed within ten (10) feet of the creek/ditch.

10. Relation of water mains to sewers.

   A. Lateral separation of sewers and water mains.

      1. Water mains shall be laid at least ten (10) feet laterally from existing or proposed sewers except where conditions or permits prevent a ten (10) foot lateral separation.

      4. If a water main cannot be laid with a ten (10) foot lateral separation with respect to sewer lines, the water main shall be laid within a lesser separation (6) inches above the top of the sewer.

   B. Crossing a water main over a sewer.

      1. Water shall be laid at least eighteen (18) inches above a sewer, the water mains shall be laid so that the joints are equidistant and as far as possible from the sewer.

   C. Crossing a water main under a sewer.

      1. Whenever it is necessary for a water main to cross under a sewer, both the water main and the sewer shall be constructed of ductile iron pipe with joints equivalent to water main standards for a distance of at least ten (10) feet on each side of the crossing. A section of water main pipe shall be centered at the point of crossing.

11. Construction and abandonment of existing water mains.

   A. The abandoned lines OWNER'S water system at all existing lines being replaced by new water mains shall be removed from the ground surface of the pavement caused by the abandonment, and any fittings necessary to sever, plug, or cap the abandoned lines shall be included within the UNIT PRICE of the pipe. Included in the UNIT PRICE of the pipe shall be included in the removal of the fittings and lines. Valves on abandoned lines and any salvage value remains the property of the CONTRACTOR.

   B. Water lines to be removed from service shall be abandoned first at the point of connection with the new water line and then at the point of connection with the existing water line as applicable to insure maximum interruption of service.

12. Tie-ins of existing water mains to new water mains.

   A. All existing water mains that are not to be abandoned that cross or are in the vicinity of a new main shall be tied into the new main. Payment for tie-ins and connections to existing pipes and valves shall be included within the UNIT PRICE of the pipe.

   D. Lines to be tie-ins are shown on PLANS for CONTRACTORS convenience only. These lines are shown based upon the best known evidence with respect to their size, location and type of material. CONTRACTOR shall make his own and field verify the exact size, type, and location of existing water lines as applicable to insure minimum interruption of service.

17. Existing water mains shall remain active and maintained by a new water main, valve, or other facility as directed by CONTRACTOR'S engineer, may be taped to isolate all existing services remain active.

18. Interruption of service.

   A. Disinfection or tie-ins.

      1. CONTRACTOR shall notify OWNER, all affected users, and the ENGINEER at least 72 hours prior to interruption of service.

      2. If interruption is to exceed four (4) hours, the CONTRACTOR shall provide temporary water service by means of a temporary above ground connection to the existing water line that would impose a minimum inconvenience on the affected users.

   B. Service charge over.

      1. CONTRACTOR shall notify the affected user prior to interruption of service.

      2. Maximum time a user should be out of service for tie-ins of new service shall be thirty (30) minutes.

19. Water containing chlorine residual shall not be discharged within one thousand (1000) feet of surface waters. Flush water containing chlorine residual shall be dechlorinated to a chlorine residual of less than one (1) part per million (ppm) by the addition of dechlorinating chemicals. The chlorine residual remains or dechlorinated by the addition of dechlorinating chemicals. The CONTRACTOR shall be responsible for ensuring dechlorination prior to discharging to surface waters.

20. Contractor shall not operate any valves on the Beaufort County Region 4 Water System. Contractor shall contact the Beaufort County Water Department for a Beaufort County Water Department employee to operate existing valves.

21. Beaufort County Water Department shall collect all bacteriological samples following testing. No water shall be used for human consumption without Beaufort County Water Department authorization.

22. A Beaufort County Water Department representative shall be present to observe all testing of water mains, but not limited to, pressure test, leakage test, chlorination, and flushing of new water lines.

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CAD PLAN FILE NAME:	4-WATER CONSTRUCTION NOTES.DWG		
CAD PLAN FILE NAME:	WATER SYSTEM LAYOUT.DWG		
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SCALE: N.T.S.		DRAWING BY:	EAW/VDH
SUBMND NO.:	4	CHECKED BY:	EAW/VDH
SCALE:	AAC 5, 2019	APPROVED BY:	RAM

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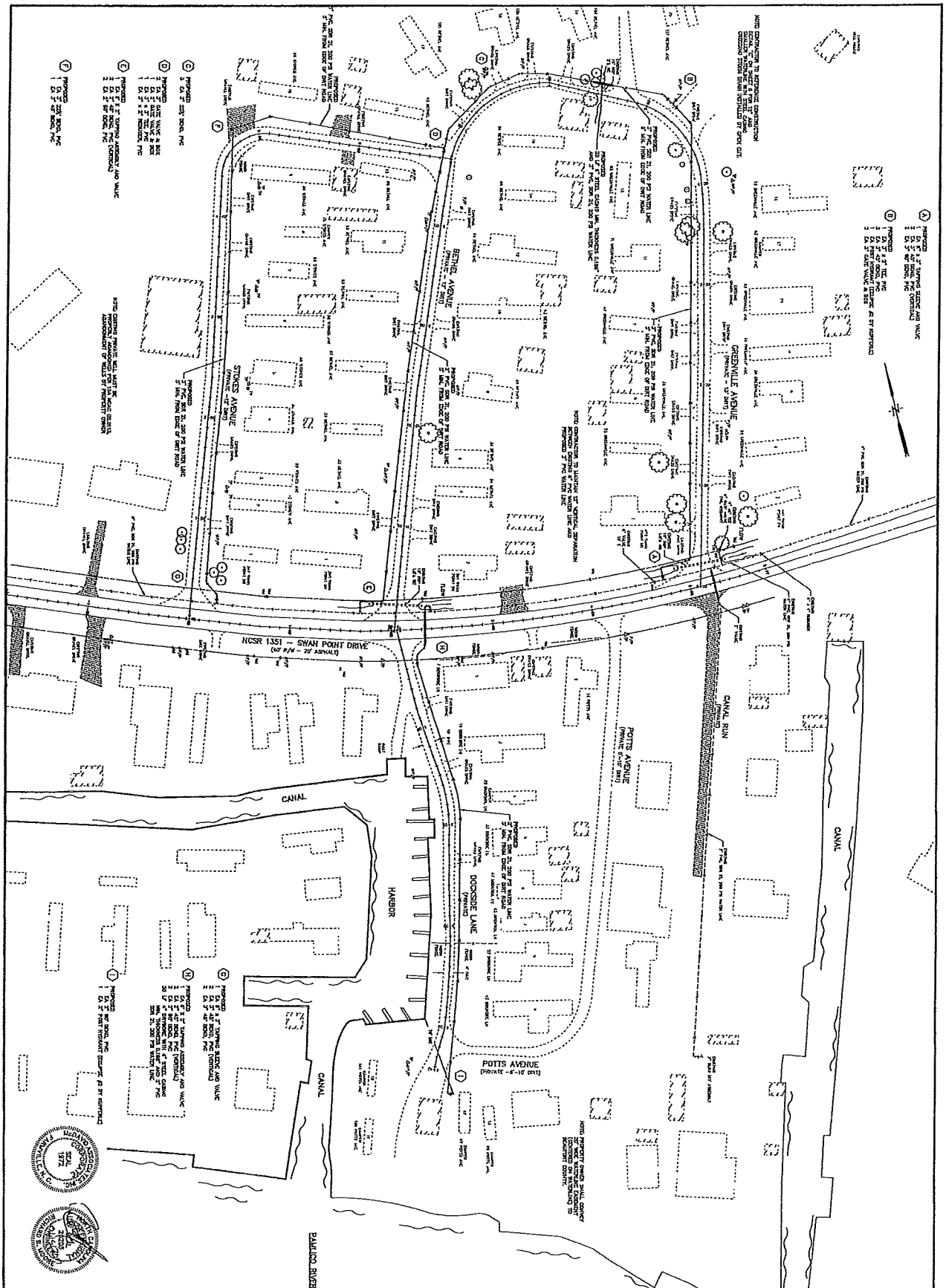
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REVISIONS

WATER CONSTRUCTION NOTES
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
2019 SWAN POINT WATER LINE EXTENSION
BEAUFORT COUNTY
BEAUFORT COUNTY NORTH CAROLINA

SHEET 4 OF 11

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Layout: LAYOUT1
Plotted By: Eric Wilson



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

SHEET 5 OF 11

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DATE:	JUNE 5, 2019
SURVEYED BY:	KAB
COMPUTED BY:	KAB/WBM
DRAWN BY:	DCA/MJE
APPROVED BY:	PSN

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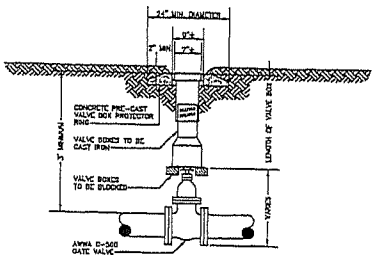
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NO.	DATE	DESCRIPTION
1	3/25/22	REVISED PER PDS COMMENTS

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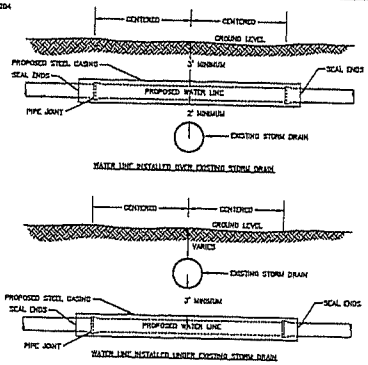
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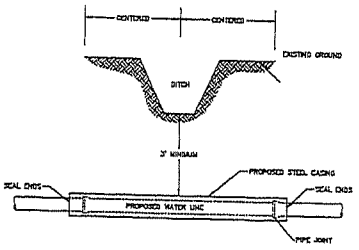


NOTES

1. ONE EIGHTEEN (18) TO TWENTY (20) FOOT SEGMENT OF WATER LINE SHALL BE CENTERED ON STORM DRAIN.
2. STEEL CASING SHALL BE A MINIMUM OF TWENTY (20) FEET IN LENGTH. STEEL CASING SHALL EXTEND A MINIMUM OF FIVE (5) FEET BEYOND THE STORM DRAIN ON BOTH SIDES. STEEL CASING SHALL BE CENTERED ON STORM DRAIN.
3. IF THE EXISTING STORM DRAIN OR THE BEDDING BENEATH THE EXISTING STORM DRAIN IS DISTURBED, THE FOLLOWING ACTIONS ARE REQUIRED:
   A. THE EXISTING STORM DRAIN SHALL BE REMOVED AND #57 STONE BEDDING SHALL BE USED BETWEEN THE WATER LINE AND THE CENTERLINE OF THE STORM DRAIN, OR
   B. THE EXISTING STORM DRAIN SHALL BE SUPPORTED IN PLACE AND FLOWABLE FILL (CEMENT GROUT) SHALL BE USED AS BEDDING BETWEEN THE WATER LINE AND THE CENTERLINE OF THE STORM DRAIN.
   C. A PIPE COLLAR SHALL BE INSTALLED AROUND EACH JOINT OF STORM DRAIN DISTURBED.
4. PIPE SUPPORTS SHALL BE PROVIDED FOR CARRIER PIPE INSIDE STEEL CASING. PIPE SUPPORTS SHALL BE PLACED IN THE CENTER OF EACH SEGMENT OF CARRIER PIPE AND WITHIN TWO (2) FEET OF EACH END. FOR A TWENTY (20) FOOT SEGMENT OF CARRIER PIPE, THERE SHALL BE A MINIMUM OF THREE SUPPORTS PER SEGMENT. SUPPORT SHALL BE SPACED AS PER THE MANUFACTURER'S RECOMMENDATIONS, BUT NOT MORE THAN EIGHT (8) FEET BETWEEN SUPPORTS AND IN CONFORMANCE AS SPECIFIED HEREIN.
5. EACH END OF STEEL CASING SHALL BE SEALED WITH BRICK AND MORTAR OR CASING END SEALS.

B — 12" AND SMALLER WATER LINE WITH STEEL CASING CROSSING STORM DRAIN INSTALLED BY OPEN CUT

20100720 — 20044030

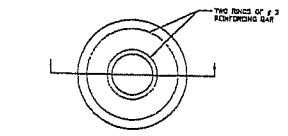


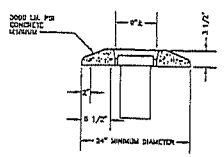
NOTES

1. ONE EIGHTEEN (18) TO TWENTY (20) FOOT SEGMENT OF WATER LINE SHALL BE CENTERED ON THE DITCH OR STREAM.
2. STEEL CASING SHALL BE A MINIMUM OF TWENTY (20) FEET IN LENGTH. STEEL CASING SHALL EXTEND A MINIMUM OF FIVE (5) FEET BEYOND TOP OF BANK ON BOTH SIDES OF DITCH OR STREAM. STEEL CASING SHALL BE CENTERED ON THE DITCH OR STREAM.
3. PIPE SUPPORTS SHALL BE PROVIDED FOR CARRIER PIPE INSIDE STEEL CASING. PIPE SUPPORTS SHALL BE PLACED IN THE CENTER OF EACH SEGMENT OF CARRIER PIPE AND WITHIN TWO (2) FEET OF EACH END. FOR A TWENTY (20) FOOT SEGMENT OF CARRIER PIPE, THERE SHALL BE A MINIMUM OF THREE SUPPORTS PER SEGMENT. SUPPORT SHALL BE SPACED AS PER THE MANUFACTURER'S RECOMMENDATIONS, BUT NOT MORE THAN EIGHT (8) FEET BETWEEN SUPPORTS AND IN CONFORMANCE AS SPECIFIED HEREIN.
4. EACH END OF STEEL CASING SHALL BE SEALED WITH BRICK AND MORTAR OR CASING END SEALS.

C — 12" AND SMALLER WATER LINE WITH STEEL CASING DITCH CROSSING INSTALLED BY OPEN CUT

20178533 — NLWC-20102030





E — PRECAST CONCRETE VALVE PROTECTOR RING

20060130

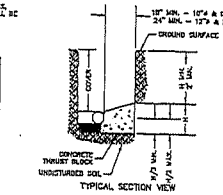
TABLE 1 – MINIMUM THRUST BLOCK AREAS AND DIMENSIONS

NOMINAL PIPE SIZE	90° BEND			45° BEND			22½° BEND			11¼° BEND			TEES, PLUGS AND VALVES		
	AREA (sf)	B (in)	H (in)	AREA (sf)	B (in)	H (in)	AREA (sf)	B (in)	H (in)	AREA (sf)	B (in)	H (in)	AREA (sf)	B (in)	X (in)
3"	0.4	10	6	0.2	8	4	0.1	8	3	0.1	8	3	0.3	8	8
4"	0.8	13	9	0.4	10	6	0.2	8	3	0.1	8	3	0.6	11	8
6"	1.3	15	13	0.8	13	9	0.4	10	6	0.2	8	3	1.0	15	10
8"	3.0	24	18	1.6	20	12	0.8	13	9	0.4	8	3	2.1	21	13
10"	5.2	33	24	2.8	24	17	1.4	17	12	0.7	11	11	3.6	26	20
12"	10.9	50	32	5.9	36	24	3.0	24	16	1.5	15	15	7.7	40	28

BEARING AREAS IN TABLE 1 ABOVE ARE BASED ON BEARING AGAINST SAND. FOR OTHER SOIL CONDITIONS, THE AREAS AND DIMENSIONS IN TABLE 1 ABOVE SHALL BE MULTIPLIED BY THE APPROPRIATE MULTIPLIER FROM TABLE 2 BELOW.

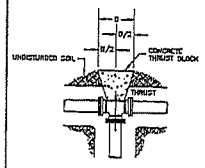
TABLE 2 – SOIL MULTIPLIERS

SOIL TYPE	SOIL BEARING STRENGTH (tsf)	AREA MULTIPLIER	DIMENSION MULTIPLIER
SOFT CLAY	1,000	4.00	2.00
SILT	1,500	2.67	1.64
SANDY SILT	2,000	1.33	1.16
SAND	4,000	1.00	1.00
SANDY CLAY	3,000	0.80	0.89
HARD CLAY	9,000	0.45	0.67

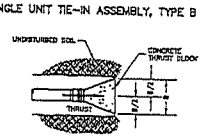


TYPICAL SECTION VIEW

SINGLE UNIT TIE-IN ASSEMBLY, TYPE B

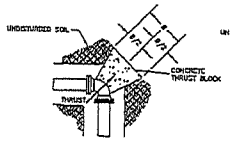


PLAN VIEW – TEE

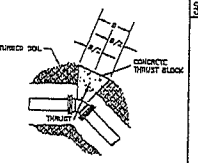


PLAN VIEW – PLUG

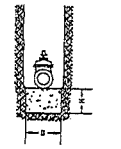
CONCRETE THRUST BLOCKING FOR 12" AND SMALLER WATER LINES



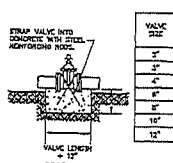
PLAN VIEW – 90° BEND



PLAN VIEW – 45°, 22½°, AND 11¼° BENDS



SECTION VIEW – VALVE



PROFILE VIEW – VALVE

VALVE SIZE	STRAP SIZE
4"	¾"
6"	¾"
8"	¾"
10"	¾"
12"	1"

1. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
2. MINIMUM THRUST BLOCK BEARING AREAS SHALL BE AS SHOWN IN TABLE 1. THRUST BLOCK DIMENSIONS SHALL BE CHOSEN SUCH THAT THE WIDTH (B) IS BETWEEN ONE AND TWO TIMES THE BLOCK HEIGHT (H). DIMENSIONS SHOWN IN TABLE 1 ARE PROVIDED BUT MAY BE VARIED TO MEET SITE CONDITIONS.
3. THRUST BLOCKS SHALL BEAR AGAINST THE ITEM BEING BLOCKED FOR A MINIMUM OF 90° ABOVE AND BELOW THE HORIZONTAL CENTERLINE OF THE ITEM.
4. SURFACES OF ITEM BEING BLOCKED SHALL BE COVERED WITH POLYETHYLENE ENCASEMENT PRIOR TO PLACING CONCRETE TO PREVENT DIRECT CONTACT AND BONDING WITH CONCRETE.
5. ALL JOINTS SHALL BE ACCESSIBLE FOR REPAIR AND/OR FUTURE CONNECTIONS. CONCRETE SHALL NOT COVER BOLTS, NUTS, OR GLANDS.
6. FOR ALL FITTINGS, CONCRETE THRUST BLOCKING IS REQUIRED.

20140503M

G — CONCRETE THRUST BLOCKING FOR 12" AND SMALLER WATER LINES

H

McDAVID ASSOCIATES, INC.
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Fax: 910.763.5548

NO	DATE	DESCRIPTION
		REVISIONS

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PROJECT NO: 19-3049-4701 — APPROVED BY: RCB
DRAWING NO: 8 — CHECKED BY: KAM/GEM
SCALE: ——— — DRAWN BY: DCC/AVT
DATE: JUNE 5, 2019 — APPROVED BY: RCM

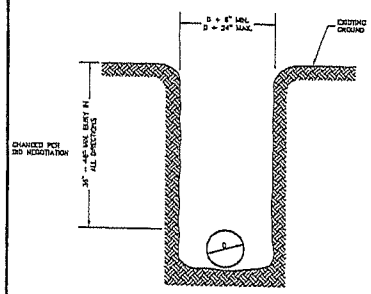
DETAILS 12 & SMALLER WATER LINE
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
2019 SWAN POINT WATER LINE EXTENSION
BEAUFORT COUNTY
BEAUFORT COUNTY — SOUTH CAROLINA

SHEET 6 OF 11

DETAILS 12 & SMALLER WATER LINE
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
2019 SWAN POINT WATER LINE EXTENSION
BEAUFORT COUNTY
BEAUFORT COUNTY NORTH CAROLINA
SHEET 7 OF 11
MECHANICAL JOINT THRUST RODDING FOR 12" AND SMALLER WATER LINES
STANDARD POST HYDRANT
3/4" OR 1" WATER SERVICE
DRYBORE PIT
DRYBORE FOR 8" AND SMALLER WATER LINES
McDAVID ASSOCIATES, INC.
Engineers • Planners • Land Surveyors
PROJECT NO. 1-18-2019-1701
DRAWING NO. 7
SCALE: N.T.S.
DATE: JUNE 5, 2019
APPROVED BY: RJM
DRAWN BY: SCA/WE
CHECKED BY: KAT/JM
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CAD PLOT STYLE TABLE: STANDARD.ctb
CAD PLOT SCALE: 1:1
CAD PLOT DATE: 8-1-22
REVISIONS
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246

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20130904

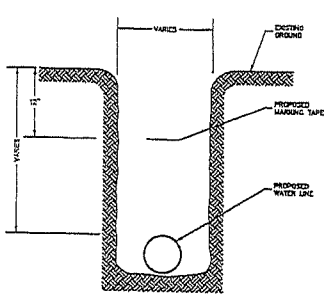


NOTES

1. TRENCH SHALL BE CONSTRUCTED IN CONFORMANCE WITH OSHA STANDARDS.
   CHANGED PER BID NEGOTIATION
2. WATER MAINS SHALL HAVE A MINIMUM COVER OF THREE (3) FEET IN ALL DIRECTIONS WHEN INSTALLED WITHIN FIFTY (50) FEET OF THE ROAD CENTERLINE. IF WATER LINES ARE INSTALLED IN A DITCH OR DITCH SLOPED OR BEYOND FIFTY (50) FEET FROM THE ROAD CENTERLINE, MINIMUM DEPTH SHALL BE INCREASED TO FOUR (4) FEET IN ALL DIRECTIONS.
3. WATER MAINS SHALL BE INSTALLED A MINIMUM OF THREE (3) FEET BELOW EDGE OF ASPHALT.
4. BEDDING AND TRENCH BACKFILL COMPACTION REQUIREMENTS SHALL BE AS SPECIFIED.

TRENCH SECTION FOR 12" AND SMALLER WATER LINES — B

20071128

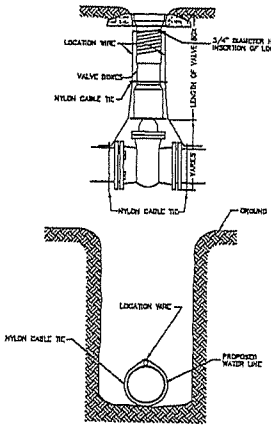


NOTES

1. MARKING TAPE SHALL BE INSTALLED ONE (1) FOOT BELOW FINAL GRADE.

MARKING TAPE — C

20130809

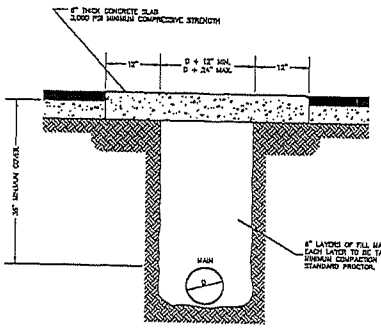


NOTES

1. LOCATION WIRE SHALL BE #12 AWG SOLID COPPER WIRE WITH BLUE MOISTURE RESISTANT THWN PLASTIC INSULATION WITH EXCEPTION TO HORIZONTAL DIRECTIONAL DRILL INSTALLATIONS (SEE SPECIFICATIONS).
2. LOCATION WIRE SHALL BE STRAPPED TO PIPE WITH NYLON CABLE TIES. NYLON CABLE TIE SPACING SHALL NOT EXCEED:
   A. 24' (8) FEET FOR ALL PIPE INSTALLED BY OPEN CUT.
   B. FOUR (4) FEET FOR ALL PIPE INSTALLED IN CASING.
   C. FOUR (4) FEET FOR ALL PIPE INSTALLED BY DIRECTIONAL DRILLING
3. LOCATION WIRE SHALL BE CONTINUOUS THROUGHOUT THE ENTIRE PIPE LINE. WHERE SPLICES ARE NECESSARY, SPLICES SHALL BE SUITABLE FOR UNDERGROUND USE.
4. DRILL 3/4" HOLE WITHIN TOP SIX (6) INCHES OF VALVE BOX FOR INSERTION OF LOCATION WIRE. EXTEND LOOP OF LOCATION WIRE DOWNTOWN (18) INCHES MINIMUM INTO BOX, AND COIL WITH NYLON CABLE TIE. WIRE SHALL NOT BE CUT AT VALVE BOXES.

LOCATION WIRE — D

20071126



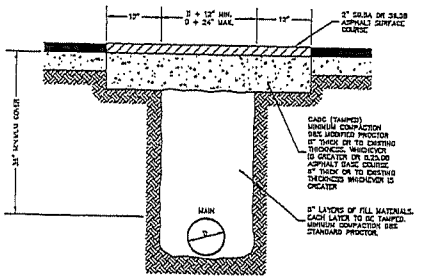
NOTES:
MINIMUM WIDTH OF CONCRETE PAVEMENT PATCH SHALL BE FOUR (4) FEET. IF THE PROPOSED PATCH COMES WITHIN FOUR (4) FEET OF AN EXISTING CONCRETE PAVEMENT JOINT, THEN THE CONTRACTOR SHALL BE REQUIRED TO EXTEND PAVEMENT REMOVAL AND REPLACEMENT TO THE JOINT. PLANS DO NOT SHOW ALL DRIVEWAYS. ASSOCIATED COSTS FOR BREAK, REMOVE, AND REPLACE EXISTING PAVEMENTS, CURBS, AND GUTTERS SHALL BE AS SHOWN IN THE BID SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE QUANTITY OF PAVEMENTS TO BE OPEN CUT BY A PRE-BID FIELD INVESTIGATION.

CONCRETE REPLACEMENT — E



F

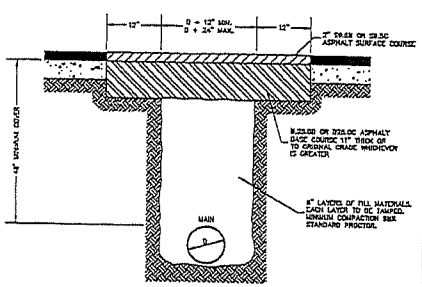
20041216



DRIVEWAY CROSSINGS
MINIMUM WIDTH OF ASPHALT PAVEMENT PATCH SHALL BE FOUR (4) FEET. IF THE PROPOSED PATCH COMES WITHIN FOUR (4) FEET OF AN EXISTING CONCRETE PAVEMENT JOINT, THEN THE CONTRACTOR SHALL BE REQUIRED TO EXTEND PAVEMENT REMOVAL AND REPLACEMENT TO THE JOINT. PLANS DO NOT SHOW ALL DRIVEWAYS. ASSOCIATED COSTS FOR BREAK, REMOVE, AND REPLACE EXISTING PAVEMENTS, CURBS, AND GUTTERS SHALL BE AS SHOWN IN THE BID SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE QUANTITY OF PAVEMENTS TO BE OPEN CUT BY A PRE-BID FIELD INVESTIGATION.

ASPHALT REPLACEMENT (NON D.O.T. ROADS) — G

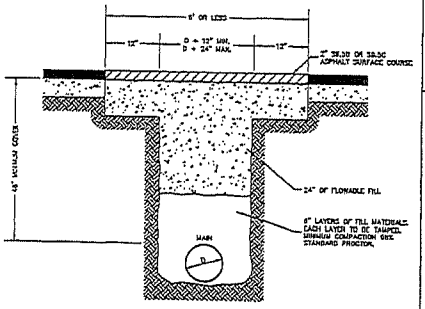
20041216



DRIVEWAY CROSSINGS
MINIMUM WIDTH OF ASPHALT PAVEMENT PATCH SHALL BE FOUR (4) FEET. IF THE PROPOSED PATCH COMES WITHIN FOUR (4) FEET OF AN EXISTING CONCRETE PAVEMENT JOINT, THEN THE CONTRACTOR SHALL BE REQUIRED TO EXTEND PAVEMENT REMOVAL AND REPLACEMENT TO THE JOINT. PLANS DO NOT SHOW ALL DRIVEWAYS. ASSOCIATED COSTS FOR BREAK, REMOVE, AND REPLACE EXISTING PAVEMENTS, CURBS, AND GUTTERS SHALL BE AS SHOWN IN THE BID SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE QUANTITY OF PAVEMENTS TO BE OPEN CUT BY A PRE-BID FIELD INVESTIGATION.

ASPHALT REPLACEMENT TYPE I (D.O.T. ROADS) — H

20041216



DRIVEWAY CROSSINGS
MINIMUM WIDTH OF ASPHALT PAVEMENT PATCH SHALL BE FOUR (4) FEET. IF THE PROPOSED PATCH COMES WITHIN FOUR (4) FEET OF AN EXISTING CONCRETE PAVEMENT JOINT, THEN THE CONTRACTOR SHALL BE REQUIRED TO EXTEND PAVEMENT REMOVAL AND REPLACEMENT TO THE JOINT. PLANS DO NOT SHOW ALL DRIVEWAYS. ASSOCIATED COSTS FOR BREAK, REMOVE, AND REPLACE EXISTING PAVEMENTS, CURBS, AND GUTTERS SHALL BE AS SHOWN IN THE BID SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE QUANTITY OF PAVEMENTS TO BE OPEN CUT BY A PRE-BID FIELD INVESTIGATION.

ASPHALT REPLACEMENT TYPE II (D.O.T. ROADS) — I

NO.	BY	DESCRIPTION
		REVISIONS

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Beaufort, SC 29901
Phone: (843) 521-0123
Fax: (843) 521-0126

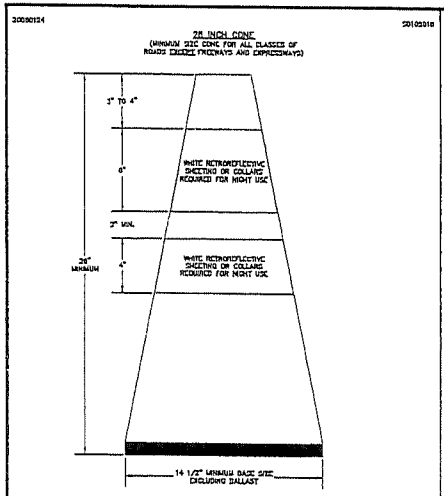
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DRAWING NO.: 8 — DESIGNED BY: KAS/DSH
SCALE: N.T.S. — DRAWN BY: BDC/MR
DATED: JUNE 3, 2021 — APPROVED BY: RBM

DETAILS - GENERAL - ALL CONSTRUCTION
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
2019 SWAN POINT WATER LINE EXTENSION
BEAUFORT COUNTY
BEAUFORT COUNTY — NORTH CAROLINA

SHEET 8 OF 11

Drawing: W:\Dist_gen\Div1_eng\Div1_10\2019-3018-1701 PDS Eng Coast Adm Chl-Wat-Imp - Beaufort Co 19 - Swan Point-Wat Ext-TS - Planning and Design\Div1_10-DETAILS - GENERAL - ALL CONSTR.dwg
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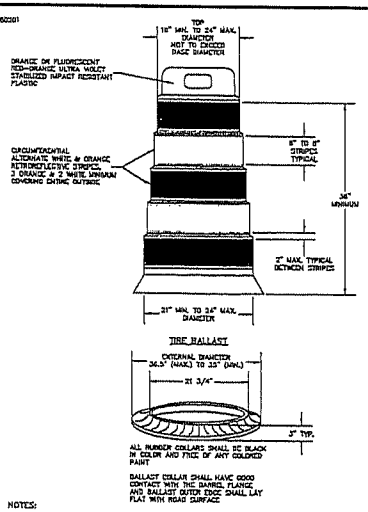
TRAFFIC CONTROL CONE — A



NOTES:

1. ADHERE BALLASTING BY USING SPECIAL WEIGHTED BASES SUCH AS SAND BAG RINGS, DOUBLING CONES, OR BASES THAT CAN BE FILLED WITH BALLAST. SEVENTY PERCENT OF THE WEIGHT OF THE CONE SHALL BE IN THE BASE. USE BALLASTS THAT DO NOT PRESENT A HAZARD WHEN STRUCK.

TRAFFIC CONTROL DRUM — B



ALL NUMBER COLLARS SHALL BE BLACK IN COLOR AND FREE OF ANY COLORED PAINT

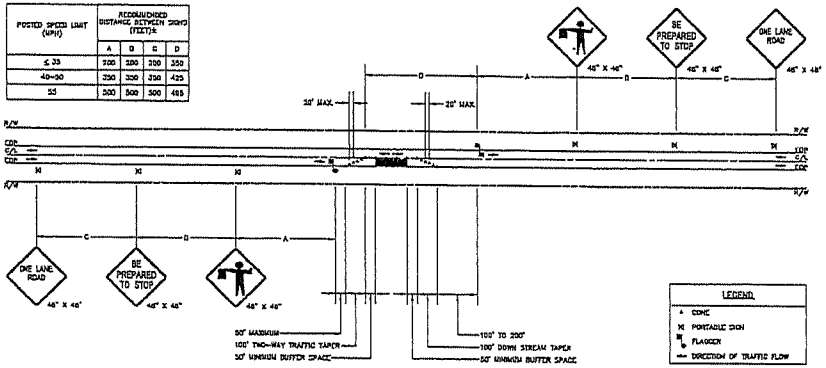
BALLAST COLLAR SHALL HAVE GOOD CONTACT WITH THE BARREL FLANGE AND BALLAST OUTER EDGE SHALL LAY FLAT WITH ROAD SURFACE

NOTES:

1. BALLASTING SHALL BE ACHIEVED BY SAND BAG, TIRE-SIDEWALL BALLAST, OR PREFORMED WEIGHTED BASE BALLASTING METHODS. DO NOT PLACE BALLAST ON TOP OF THE DRUM.
2. IF NECESSARY PLACE THE NAME OF THE AGENCY, CONTRACTOR, OR SUPPLIER ON NON-RETROREFLECTIVE PORTION OF DRUM AND NOT OVER 3" IN HEIGHT.

TRAFFIC CONTROL WITH LANE CLOSURE — C

POSTED SPEED LIMIT (MPH)	ACCOMMODATED DISTANCE BETWEEN SIGNS (FEET)*			
	A	B	C	D
≤ 35	200	200	200	350
40-50	250	200	250	425
55	500	500	500	485

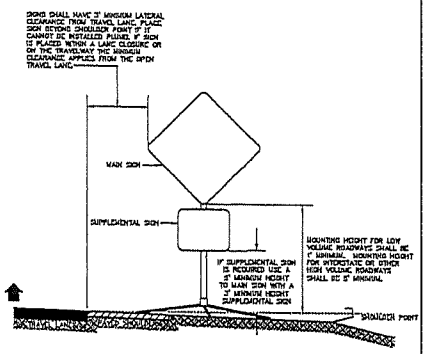


NOTES

1. INSTALL LANE CLOSURES WITH THE TRAFFIC FLOW, BEGINNING WITH DEVICES ON THE UPSTREAM SIDE OF TRAFFIC.
2. REMOVE LANE CLOSURES AGAINST THE TRAFFIC FLOW, BEGINNING WITH DEVICES ON THE DOWNSTREAM SIDE OF TRAFFIC.
3. PLACE CONES THRU THE TAPER AREA AT A 20 FOOT MAXIMUM SPACING. PLACE CONES THRU THE WORK AREA AT THE MAXIMUM SPACING EQUAL IN FEET TO 2 TIMES THE POSTED SPEED LIMIT.
4. DO NOT STOP TRAFFIC IN ANY ONE DIRECTION FOR MORE THAN 2 MINUTES AT A TIME.
5. DRUMS OR SKINNY-DRUMS MAY BE USED IN LIEU OF CONES.
6. USE FLAGGERS TO CONTROL TRAFFIC AT INTERSECTIONS AFFECTED BY THE LANE CLOSURE. SUPPLEMENT FLAGGERS LOCATED AT INTERSECTIONS WITH FLAGGER AHEAD SIGNS PLACED APPROXIMATELY 200 FEET IN ADVANCE OF THE FLAGGER WHERE INTERSECTIONS ARE SIGNALIZED, PLACE SIGNALS IN THE FLASH MODE.
7. FLAGGERS SHALL NOT STAND IN THE ROADWAY.
8. TRAFFIC CONTROL SHALL AT A MINIMUM COMPLY WITH PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND ANY SUPPLEMENT PUBLISHED BY THE NCDOT.

D

TRAFFIC CONTROL SIGN — E

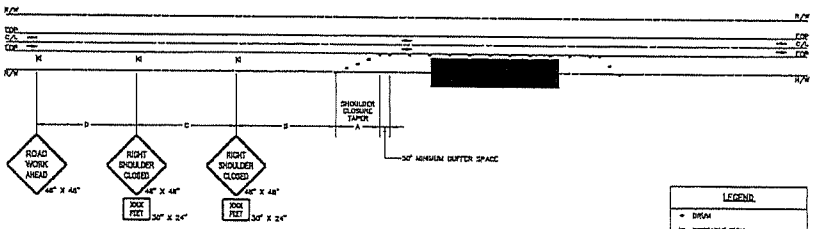


NOTES:

1. DIMENSIONS SHOWN ARE MINIMUM VALUES. MOUNT SIGNS SO THEY WILL BE CLEARLY VISIBLE TO APPROACHING TRAFFIC EVEN WHEN SIGNS ARE MOUNTED BEHIND TRAFFIC CONTROL DEVICES SUCH AS DRUMS, BARRIER, OR OTHER OBJECTS.
2. ALL PORTABLE SIGNS AND STANDS SHALL MEET OR EXCEED THE REQUIREMENTS OF NCHRP 350 FOR WORK ZONE CATEGORY II DEVICES. USE PORTABLE WORK ZONE SIGNS AND STANDS SPECIFICALLY DESIGNED FOR ONE ANOTHER.
3. ALL PORTABLE WORK ZONE SIGNS AND STANDS SHALL BE LISTED ON NORTH CAROLINA'S APPROVED PRODUCTS LIST OR ACCEPTED AS TRAFFIC QUALIFIED BY THE WORK ZONE TRAFFIC CONTROL UNIT.

TRAFFIC CONTROL WITH SHOULDER CLOSURE — F

POSTED SPEED LIMIT (MPH)	RECOMMENDED DISTANCES (FEET)*			
	A	B	C	D
≤ 30	85	200	200	200
40-50	200	350	350	350
55	220	500	500	500



NOTES

1. PLACE SHOULDER CLOSURE SIGNS ON THE SAME SIDE AS THE SHOULDER THAT IS CLOSED.
2. PLACE DRUMS IN THE SHOULDER TAPER AT THE MAXIMUM SPACING EQUAL IN FEET TO THE POSTED SPEED LIMIT. THE MAXIMUM SPACING OF DRUMS ALONG THE WORK AREA IS EQUAL IN FEET TO 2 TIMES THE POSTED SPEED LIMIT.
3. TRAFFIC CONTROL SHALL AT A MINIMUM COMPLY WITH PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND ANY SUPPLEMENTS PUBLISHED BY THE NCDOT.

HOWARD ASSOCIATES, INC. PROFESSIONAL ENGINEERS FAYETTEVILLE, N.C. SEAL 1972

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27617 RICHARD B. MOORE

NO.	DATE	DESCRIPTION
13		

McDAVID ASSOCIATES, INC.
Engineers • Planners • Landscapers

RALEIGH OFFICE
1317 Edwards Mill Road
P.O. Box 1111
Raleigh, NC 27605-1111
Telephone (919) 783-7533
Fax (919) 783-7539

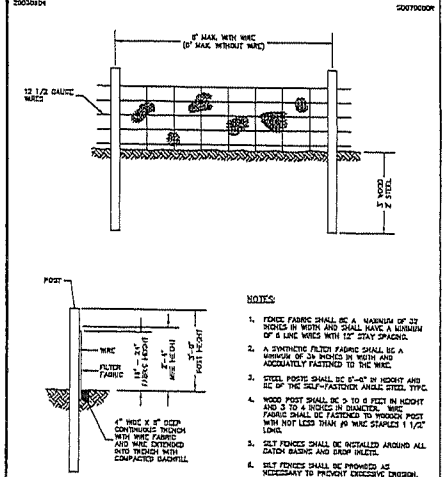
SOUTHERN PINES OFFICE
1510 Pinehurst Avenue
P.O. Box 4151
Southern Pines, NC 28388-4151
Telephone (910) 215-0189
Fax (910) 215-0189

CAD FILE DIRECTORY: W:\DGN_DRAWING_DATA\Div1_10\2019-3018\
CAD DWG FILE NAME: D-DETAILS - GENERAL - ALL CONSTR.DWG
CAD PLOT FILE NAME: LAYOUT1
MAP FILE REFERENCE: B-1199 BLUE
PROJECT NO.: 1-14-2019-1701
DRAWING NO.: 9
SCALE: N.T.S.
DATE: JUNE 6, 2019
SURVEYED BY: MJK
COMPUTED BY: MJK/BW
DRAWN BY: BC/AW
APPROVED BY: RBM

DETAILS - GENERAL - ALL CONSTRUCTION
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
2019 SWAN POINT WATER LINE EXTENSION
BEAUFORT COUNTY
NORTH CAROLINA
BEAUFORT COUNTY

SHEET 9 OF 11

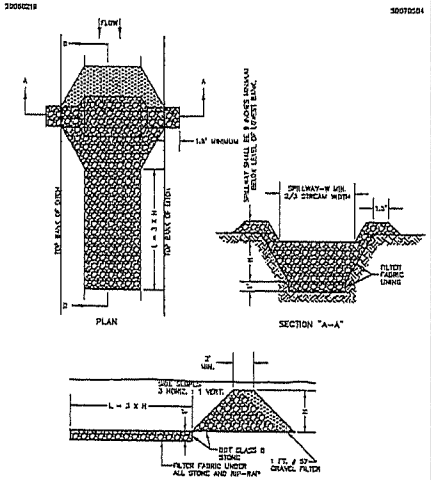
DETAILS - SEDIMENTATION & EROSION CONTROL
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
2019 SWAN POINT WATER LINE EXTENSION
BEAUFORT COUNTY
NORTH CAROLINA
BEAUFORT COUNTY
SHEET 10 OF 11
McDAVID ASSOCIATES, INC.
Engineers • Planners • Land Surveyors
INLET PROTECTION FOR STORM DRAIN UNDER CONSTRUCTION
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT
PERMANENT RIP-RAP OUTLET PROTECTION
TEMPORARY DROP INLET PROTECTION
TEMPORARY CHECK DAM
DWQ GENERAL PERMIT REQUIREMENTS
PIPE OUTLET TO WELL-DEFINED CHANNEL
PIPE OUTLET TO FLAT AREA NO WELL-DEFINED CHANNEL
TYPICAL RIP-RAP SECTION
PUBLIC ROAD
PROVIDE SMOOTH TRANSITION BETWEEN TEMPORARY CONSTRUCTION ENTRANCE AND PUBLIC ROAD.
CONSTRUCTION SPECIFICATIONS
STONE SIZE - USE WASHED STONE 2" - 3" SIZE.
LENGTH - AS OFFICIAL, BUT NOT LESS THAN 50 FEET.
THICKNESS - NOT LESS THAN EIGHT (8) INCHES.
WIDTH - NOT LESS THAN FULL WIDTH OF ALL POINTS OF ACCESS OR EGRESS, MINIMUM 10 FT.
MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
Class B Erosion Control Stone
Filter Fabric
Class A Erosion Control Stone
Filter Fabric
SECTION A-A
1. DRAINAGE STABILIZATION
PROVIDE A DRAINAGEWAY (STORMWATER OR EFFLUENT) OR EFFLUENT SLOPE WITH 21 CALENDAR DAYS OF CONSTRUCTION. ANY PHASE OF GRADING, NO PHASE OF GRADING SHALL REMAIN EXPOSED FOR MORE THAN 14 CALENDAR DAYS UNLESS OTHERWISE APPROVED BY THE ENGINEER. ALL AREAS WITH SLOPES FLATTER THAN 4:1 SHALL BE PROVIDED WITH TEMPORARY OR PERMANENT STABILIZATION WITHIN 7 CALENDAR DAYS FROM THE LAST LAND DISTURBING ACTIVITY. ALL AREAS WITH SLOPES STEEPER THAN 4:1 SHALL BE PROVIDED WITH TEMPORARY OR PERMANENT STABILIZATION WITHIN 7 CALENDAR DAYS FROM THE LAST LAND DISTURBING ACTIVITY. ALL AREAS WITH SLOPES FLATTER THAN 4:1 SHALL BE PROVIDED WITH TEMPORARY OR PERMANENT STABILIZATION WITHIN 14 CALENDAR DAYS FROM THE LAST LAND DISTURBING ACTIVITY. ALL AREAS WITH SLOPES STEEPER THAN 4:1 SHALL BE PROVIDED WITH TEMPORARY OR PERMANENT STABILIZATION WITHIN 7 CALENDAR DAYS FROM THE LAST LAND DISTURBING ACTIVITY. ALL AREAS WITH SLOPES FLATTER THAN 4:1 SHALL BE PROVIDED WITH TEMPORARY OR PERMANENT STABILIZATION WITHIN 14 CALENDAR DAYS FROM THE LAST LAND DISTURBING ACTIVITY.
AREA REQUIRING STABILIZATION
STABILIZATION TIME FRAME
STABILIZATION DESCRIPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES
7 DAYS
NONE
HIGH QUALITY WATER (HQW) ZONES
7 DAYS
NONE
SLOPES STEEPER THAN 3:1
7 DAYS
15" MULCH (SEE SPEC. 1631) OR EQUIVALENT. SEED AS SOON AS POSSIBLE
SLOPES FLATTER THAN 3:1
14 DAYS
7 DAYS FOR PERIMETER DIKES OR DITCHES
ALL OTHER AREAS WITH SLOPES, DIKES, SWALES, DITCHES OR PERIMETERS
14 DAYS
NONE (EXCEPT FOR PERIMETER AND HQW ZONES)
PROVIDE A DRAINAGEWAY (STORMWATER OR EFFLUENT) OR EFFLUENT SLOPE WITH 21 CALENDAR DAYS OF CONSTRUCTION OR DISTURBANCE.
DWG INLET SCHEDULE R:\Data_ccn\Data_dwg\2017_JD\2019-3049-4701 FDS Eng Contr Adm Civil-Hwy-Drng -- Elevation Co 19 - Storm Path-Mod Elt-75 - Planning and Design\DWG\10-DETAILS - SED & EROS CONTROL.dwg
DWG DWG DELETED R:\Data_ccn\Data_dwg\2017_JD\2019-3049
DWG PLOT FILE MADE 10-DETAILS - SED & EROS CONTROL.DWG
DWG PLOT FILE MADE LAYOUT
VIM FILE REFERENCE E-1869 BLUE
PROJECT NO. 1-19-3049-4701
DRAWING NO. 19
SCALE N.T.S.
DATE: JUNE 3, 2019
DESIGNED BY: VAM
DRAWN BY: DAY/VM
CHECKED BY: KAM/DSM
APPROVED BY: RSM
REVISIONS
NO. DATE DESCRIPTION BY



NOTES:

1. FENCE FABRIC SHALL BE A MAXIMUM OF 32 INCHES IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. A SYNTHETIC FILTER FABRIC SHALL BE A MINIMUM OF 24 INCHES IN WIDTH AND ADEQUATELY FASTENED TO THE WIRE.
3. STEEL POSTS SHALL BE T- OR U-SECTION WEIGHING NOT LESS THAN 1.33 POUNDS PER LINEAR FOOT AND SHALL BE OF THE SELF-FASTENING ANGLE STEEL TYPE.
4. WOOD POST SHALL BE 2 TO 6 FEET IN HEIGHT AND 3 TO 4 INCHES IN DIAMETER. WIRE FABRIC SHALL BE FASTENED TO WOODEN POST WITH NOT LESS THAN #9 WIRE STAPLES 1 1/2" LONG.
5. SILT FENCES SHALL BE INSTALLED AROUND ALL CATCH BASINS AND DROP INLETS.
6. SILT FENCES SHALL BE PROVIDED AS NECESSARY TO PREVENT EXCESSIVE EROSION.

TEMPORARY SEDIMENT FENCE | A



NOTES:

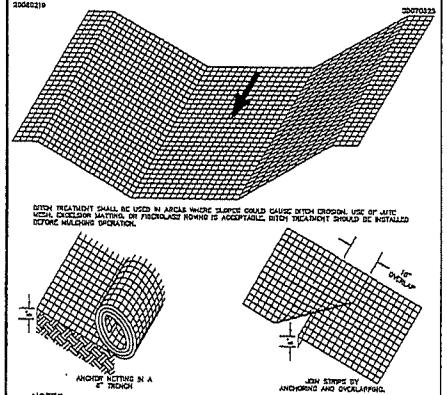
1. KEY THE STONE INTO THE DITCH BANKS AND EXTEND PAST TOP OF BANK 1.5 FEET TO PREVENT WATER FROM CUTTING AROUND EDGES OF DAM.

RIP-RAP/GRAVEL FILTER CHECK DAM | B

SEEDING CONSTRUCTION NOTES

1. PRODUCTS
   - A. Topsoil shall be capable of sustaining vigorous plant growth, not in frozen or muddy condition, containing not less than six (6) percent organic matter, and corrected to pH of 5.5 to 7.0.
   - B. Lime shall be dolomitic agricultural-ground limestone containing not less than ten (10) percent magnesium oxide.
   - C. Fertilizer shall be commercial type 10-20-20 with fifty (50) percent of the elements derived from organic sources.
   - D. Seed.
     1. Seed shall be certified seed or equivalent tested on North Carolina Seed Improvement Association requirements for certification. All seed shall be furnished in sealed standard containers. Seed which has become wet, moldy, or otherwise damaged prior to seeding, will not be acceptable.
     2. One (1) percent maximum weed seed content permitted.
     3. Seasonal mixtures for NC DOT right-of-ways:
        - a. From September 1 to February 28:
          Fifty (50) pounds per acre of Tall Fescue, thirty-five (35) pounds per acre of Bermudagrass (unhulled), and ten (10) pounds per acre of Centipede.
        - b. From March 1 to August 31:
          Fifty (50) pounds per acre of Tall Fescue, twenty-five (25) pounds per acre of Bermudagrass (hulled), and ten (10) pounds per acre of Centipede.
     4. Alternative seasonal mixtures outside NC DOT right-of-ways:
        - a. From November 15 to March 1:
          Twenty-five (25) pounds per acre of Rye Grain, seventy-five (75) pounds per acre of Tall Fescue, Kentucky 31 or Alta Tall Fescue and fifty (50) pounds per acre of Pensacola Bahiagrass.
        - b. From March 1 to May 15:
          Seventy-five (75) pounds per acre of Tall Fescue, Kentucky 31 or Alta Tall Fescue and fifty (50) pounds per acre of Pensacola Bahiagrass.
        - c. From May 15 to September 15:
          Sixty (60) pounds per acre of Pensacola Bahiagrass and forty (40) pounds per acre of Annual Lespedeza (Kobe or Korean).
        - d. From September 15 to November 15:
          Seventy-five (75) pounds per acre of Tall Fescue, Kentucky 31 or Alta Tall Fescue and fifty (50) pounds per acre of Pensacola Bahiagrass.
   - C. Mulching material shall be oat or wheat straw, in dry condition, reasonably free from weeds and foreign matter detrimental to plant life.
2. GENERAL CONDITIONS
   - A. When conditions are such by reason of drought, high winds, excessive moisture or other factors where satisfactory results will not be obtained, the work shall be stopped, and resumed only when conditions are favorable.
3. SEEDBED PREPARATION
   - A. Protect existing underground improvements from damage.
   - B. Clear the ground surface of stumps, stones, roots, cables, wire, grade stakes, and other materials that might hinder proper grading, tilling, seeding or subsequent maintenance operations.
   - C. Remove contaminated subsoil.
   - D. Grade to eliminate rough spots and low area where ponding may occur. Maintain smooth, uniform grade.
   - E. Ensure positive drainage away form buildings.
   - F. Finish ground level firm and sufficient to prevent erosion periods when irrigation is applied.
   - G. Grades on the area to be seeded shall be maintained to a true and even condition. Maintenance shall include any necessary repairs to previously graded areas.
   - H. Uniformly apply lime at a rate of 4000 pounds per acre prior to preparation of seedbed.
   - I. Thoroughly till all graded areas to a depth of at least five (5) inches by plowing, disking, harrowing, or other approved methods until the condition of the soil is acceptable. On sites where soil conditions are such that high clay content and excessive compaction cause difficulty in getting disks and harrows effectively pulverized, use rotary tillage machinery until soil mixture is acceptable and no clods or clumps larger than one-half (1/2) inch in diameter remain.
   - J. Remove from site foreign materials collected during tilling.
   - K. Uniformly apply fertilizer at a rate of 800 pounds per acre of 10-20-20 analysis.
   - L. Incorporate the fertilizer into the upper three (3) or four (4) inches of prepared seedbed just prior to the last tillage operation. However, never apply fertilizer more than (2) days prior to seeding. Use fertilizer immediately after delivery or store it in a manner that will not permit it to harden or destroy its effectiveness.
   - M. The seedbed should be firm and compact. Prior to seeding, grade the seedbed and lightly compact it with a land roller, such as a cultipacker.
4. SEEDING
   - A. Do not sow seed immediately following rain, when ground is too dry, or during windy periods. Do not apply grass seed and fertilizer at the same time in the same machine.
   - B. Apply seed at specified seasonal rate.
   - C. Rake seed in lightly.
   - D. Roll seeded area with roller not exceeding 112 pounds (50 kg).
   - E. Apply water with fine spray immediately after each area has been seeded.
5. MULCHING PRACTICES
   - A. Apply one (1) to two (2) tons of mulching material per acre to seeded areas. Apply mulching material with mechanical type equipment and obtain a uniform distribution which permits sunlight to penetrate to the ground surface. Bare areas and areas with thick clumps of straw are not acceptable.
   - B. Anchor mulching material.
     1. In areas with gentle slopes, clamp mulching material into soil.
     2. On steeper slopes such as the sides of swales, anchor mulch with netting or asphalt tack.
     3. On road shoulders, anchor mulch with asphalt tack if crimping is unsatisfactory.
     4. Use asphalt tack in lieu of crimping when required by regulatory agencies or if directed by the ENGINEER. Typically, asphalt tack in lieu of crimping will be required in areas with high traffic because of wind generated by the traffic.
     5. On slopes steeper than 2:1, jute, excelsior, or synthetic matting may be required to protect the slope from erosion. They should be installed before mulch is applied in surrounding areas.
6. WATERING
   - A. Lightly water in old breakdown of fertilizer and to provide moist soil for seed.
7. MAINTENANCE PERIOD
   - A. Maintenance Period: until final acceptance.
8. MAINTENANCE
   - A. Maintain vertures and supply additional topsoil where necessary, including areas affected by erosion.
   - B. Water to ensure uniform seed germination and to keep surface of soil damp.
   - C. Apply water slowly so that surface of soil will not puddle and crust.
   - D. Reseed bar rye grain, and grass first time when it reaches height of two and one-half (2 1/2) inches (60 mm) and maintain to maximum of two (2) inches (50 mm). Do not cut more than 1/3 of blade at any one mowing.
   - E. If rye grain is planted new to maintain grass height between three (3) and six (6) inches until Fescue matures enough to provide ground cover.
   - F. After first mowing water grass sufficient to maintain and from three (3) inches to five (5) inches (75 to 127 mm) deep.
   - G. Apply weed killer when weeds start developing, during calm weather when air temperature is above fifty (50) degrees Fahrenheit (ten (10) degrees Celsius).
   - H. Replant damaged grass areas showing root growth failure, deterioration, bare or thin spots, and eroded areas.
9. RESTORATION
   - A. Restore grassed areas until accepted.
10. ACCEPTANCE
    - A. Seeded areas will be accepted at end of maintenance period when seeded areas are properly established and otherwise acceptable.

SEEDING CONSTRUCTION NOTES | C

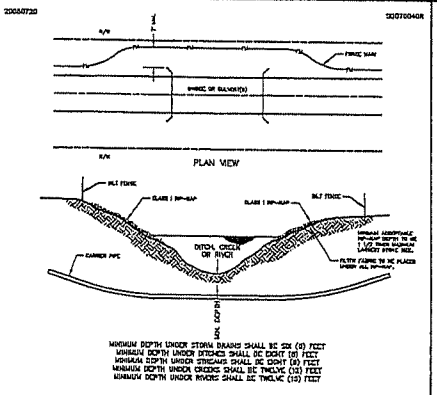


NOTES:

1. EXCELSIOR MATTING WITH PHOTO DEGRADABLE PLASTIC MESHING SHALL BE USED AS AUTHORIZED BY THE ENGINEER FOR SLOPE TREATMENT IN AREAS WHERE SLOPES MAY CAUSE EROSION. INSTALLATION INSTRUCTIONS ARE AS FOLLOWS:
   - A. APPLY LIME, FERTILIZER AND SEED BEFORE LAYING THE MAT.
   - B. START LAYING THE MAT FROM TOP OF THE SLOPE AND UNROLL IT DOWN THE GRADE. ALLOW MATTING TO LAY LOOSELY ON THE SOIL OR MULCH COVER BUT WITHOUT WRINKLES – DO NOT STRETCH.
   - C. TO SECURE THE MAT, BURY THE UP SLOPE END IN A SLOT OR TRENCH NO LESS THAN 6 INCHES DEEP, COVER WITH SOIL, AND TAMP FIRMLY AS SHOWN. STAPLE THE MAT EVERY 12 INCHES ACROSS THE TOP END AND EVERY 3 FEET AROUND THE SIDES AND BOTTOM, WHERE 2 STRIPS OF MAT ARE LAID SIDE BY SIDE, THE ADJACENT EDGES SHOULD BE OVERLAPPED 3 INCHES AND STAPLED TOGETHER. EACH STRIP OF MATTING SHOULD ALSO BE STAPLED DOWN THE CENTER, EVERY 3 FEET. DO NOT STRETCH THE MAT WHEN APPLYING THE STAPLES.
   - D. TO JOIN TWO STRIPS, CUT A TRENCH TO ANCHOR THE END OF THE NEW MAT, OVERLAP THE END OF THE PREVIOUS ROLL 18 INCHES, AS SHOWN, AND STAPLE EVERY 12 INCHES JUST BELOW THE ANCHOR SLOT.

DITCH TREATMENT EROSION AND SEDIMENTATION CONTROL

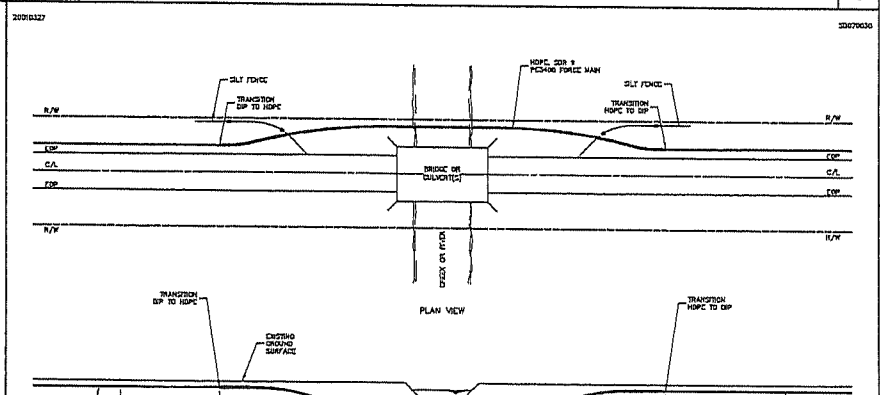
EXCELSIOR MATTING | D



THE CONTRACTOR AT A MINIMUM SHALL INSTALL AND MAINTAIN THE FOLLOWING SEDIMENTATION AND EROSION CONTROL MEASURES AT ALL DITCH, CREEK AND RIVER CROSSINGS:

1. ALL LAND DISTURBED AREAS ON THE BANKS AND APPROACHES TO DITCH, CREEK, OR RIVER CROSSINGS SHALL BE GRADED NOT TO EXCEED 2:1 RATIO IF POSSIBLE. SURFACE WATER SHALL BE DIVERTED FROM LAND DISTURBED AREAS IF POSSIBLE.
2. IN AREAS OF CONCENTRATED RUNOFF, PREVENTATIVE MEASURES TO INCLUDE BUT NOT LIMITED TO: SILT FENCES, RIP-RAP, SLOPE DRAINAGE, OR SOD/EROSION CONTROL BLANKET SHALL BE INSTALLED THE SAME DAY CROSSING ARE CONSTRUCTED. SILT FENCES SHALL BE INSTALLED ON THE LOW SIDE OR AT THE TOE OF ALL LAND DISTURBED AREAS TO PREVENT SEDIMENTATION FROM ENTERING THE WATERWAY.
3. ALL LAND DISTURBED AREAS ON THE BANKS AND APPROACHES TO DITCH, STREAM, OR CREEK CROSSINGS SHALL BE FERTILIZED, LIMED, SEEDED, AND MULCHED WITHIN TWENTY-FOUR (24) HOURS.

EROSION & SEDIMENTATION CONTROL FOR FORCE MAIN DITCH, CREEK, OR RIVER CROSSING INSTALLED BY OPEN CUT | E



EROSION & SEDIMENTATION CONTROL FOR FORCE MAIN CREEK OR RIVER CROSSING WITH HDPE INSTALLED BY HORIZONTAL DIRECTIONAL DRILLING | F

McDAVID ASSOCIATES, INC.
Engineers • Planners • Land Surveyors
NEW BERN OFFICE: 1301 NEWBERN PLACE, P.O. BOX 7781, GREENVILLE, NC 27835-7781, TELEPHONE (252) 355-3200, FAX (252) 355-3201
WASHINGTON OFFICE: 1423 WASHINGTON SQUARE, WASHINGTON, NC 27889, TELEPHONE (252) 975-1330, FAX (252) 975-1331

NO.	DATE	DESCRIPTION
9		

DETAILS - SEDIMENTATION & EROSION CONTROL
CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
2019 SWAN POINT WATER LINE EXTENSION
BEAUFORT COUNTY
NORTH CAROLINA

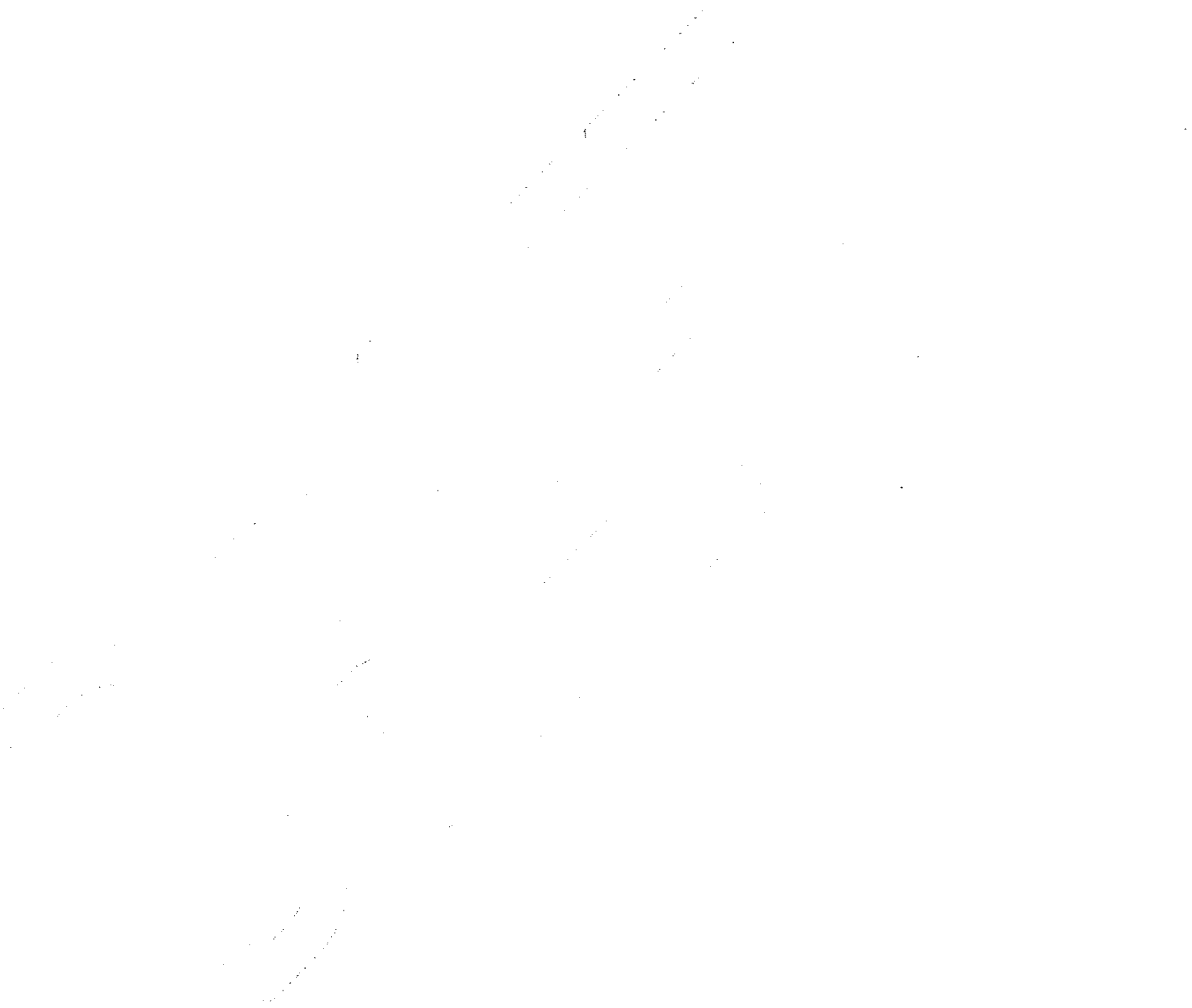
SEAL 1972 — NORTH CAROLINA PROFESSIONAL ENGINEER — CORPORATE SEAL — McDAVID ASSOCIATES, INC. — GREENVILLE, N.C.
SEAL 20205 — NORTH CAROLINA PROFESSIONAL ENGINEER — RICHARD B. HOWE

DO NOT FILE SHEETS: W:\2019-3049\Civil\Engineering\Plan Sheets\Details\Details - SEDIMENTATION & EROSION CONTROL.dwg
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DO NOT FILE PAGES: LAYOUT
PLOTTED BY: 11-2-2021 - 10:58
DRAWING NO: 11
SCALE: 1:1.5
DATE: JUNE 8, 2021
DRAWN BY: BCC
CHECKED BY: RBH
APPROVED BY: JBH

SHEET 11 OF 11

Drawing Name: W:\2019-3049\Civil\Engineering\Plan Sheets\Details\Details - SEDIMENTATION & EROSION CONTROL.dwg
Xrefs: None
Plotted: Monday, March 28, 2022, 8:56:30am

EXHIBIT B



McDavid Associates, Inc.

Engineers • Planners • Land Surveyors

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3714 N. Main Street • P.O. Drawer 49
Farmville, NC 27828

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

June 25,20222

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

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

Dear Ms. Smith:

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

Herring – Rivenbark, Inc.	$288,718.00

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

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

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

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

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

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

if I may answer any questions.

Sincerely,

McDAVID ASSOCIATES, INC.



Richard B. Moore, P.E.
Farmville Office

Enclosures

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

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

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

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

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

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

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

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

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

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

That the attached budget is approved.

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

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

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

_____
Franky Waters, Chairman
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

_____
Katie Mosher
Clerk to the Board

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

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

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

Owner:	Beaufort County
Contractor:	Herring-Rivenbark, Inc.
Project Engineer:	Richard B. Moore, P.E. McDavid Associates, Inc.
Contract:	Contract No. 1 – Water System Improvements
Project:	Swan Point Water Line Extension
Bid Amount:	$288,718.00 Brief Description of Contract as Bid: Base Bid Project consists of the following: • Installation of 2,400 +/- linear feet of 2"-3" diameter waterline along Swan Point Drive, Dockside Lane, Stokes Avenue, Bethel Avenue, and Greenville Avenue to include services and appurtenances • 4" thickness CABC stone for existing dirt roads

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

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

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

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

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

PROPOSED NEGOTIATED CONTRACT AWARD AMOUNT: $229,122.50

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

entitled to per the terms of the contract.

We agree to the terms and conditions of this document:

Christina L. Smith, P.E. Public Works Director Beaufort County OWNER	Date	Craig Neuhoff - Vice-President Herring-Rivenbark, Inc. CONTRACTOR	Date

Richard B. Moore, P.E. McDavid Associates, Inc PROJECT ENGINEER	Date

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

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

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

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

SECTION 00511

NOTICE OF AWARD

To: Herring-Rivenbark, Inc.

415 Central Avenue

Kinston, NC 28504

PROJECT Description: 2019 Swan Point Water Line Extension

Contract No. 1 - Water System Improvements

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

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

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

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

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

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

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

Dated this _____ day of _____, 20_____.

OWNER:

Beaufort County

By _____

Name Brian M. Alligood

Title County Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 20_____.

CONTRACTOR:

Herring-Rivenbark, Inc.

By _____

Name Craig Neuhoff

Title Vice President

END OF SECTION

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

08:52 AM
11-May-22

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

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

Richard B. Moore, P.E.

5/11/2022
Date

McDAVID ASSOCIATES, INC. CORPORATE SEAL 1972 FARMVILLE, NC

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

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EXHIBIT C

PREPARED BY:
David C. Francisco
Attorney at Law
117 West 3rd Street
Washington, NC 27889
Telephone: (252) 833-0591
(No title search performed)

Revenue Stamps:

NORTH CAROLINA
BEAUFORT COUNTY

DRAFT

THIS DEED OF EASEMENT is made and entered into this _____ day of _____ by and between **Robert Whitley, III, doing business as Robert Whitley's Trailer Park**, Washington, N.C. 27889 Grantor and **Beaufort County, for the benefit of its Water Department**, 132 West 2nd Street, Washington, N. C. 27889 or **Beaufort County Water District III, Long Acre Township**, 132 West 2nd Street, Washington, N. C. Grantee;

W I T N E S S E T H

WHEREAS, Grantor operates a mobile home park in the Swan Point Community said park lies on the North side and South side of SR 1351, Swan Point Drive and which is included in property described in the instrument recorded at Book 971 Page 003, Beaufort County Registry; and

WHEREAS, GRANTOR REPRESENTS THERE ARE NO DEEDS OF TRUST,

MORTGAGES, OR LIENS (OTHER THAN PROPERTY TAX LIENS FOR THE CURRENT TAX YEAR OR GOVERNMENTAL IMPROVEMENT ASSESSMENT LIENS WHICH ENCUMBER OR AFFECT THE SUBJECT PROPERTY THE EASEMENT HEREIN GRANTED OR THAT IF ANY OF THE FOREGOING EXIST, GRANTOR SHALL TAKE SUCH ACTION NECESSARY TO SUBORDINATE SAME TO THIS EASEMENT.

WHEREAS, Grantor seeks to abandon private water system assets serving the private roads of Bethel Avenue, Greenville Avenue, Stokes Avenue and Dockside Lane and extend Grantee waterlines and appurtenances to transition water service connections along said private roads to the Grantee; and

WHEREAS, the County Commissioners voted and agreed to pay the engineering fees for the design, permitting, and construction observation of Grantee waterlines and appurtenances to be extended adjacent to private roads of Bethel Avenue, Greenville Avenue, Stokes Avenue, and Dockside Lane by Grantee at his expense; and

WHEREAS, the Grantor represents that he is a licensed utility contractor and is fully capable of constructing proposed waterlines and appurtenances; and

WHEREAS, by his agreement with Grantee, Grantor, at his expense, shall install waterlines and appurtenances as designed by the Grantee and permitted by appropriate State/Federal agencies, which complies with the county code as certified by the county's engineering firm, said waterlines and appurtenances to include, but not limited to tapping sleeves, valves, steel cased drybores, waterlines, fittings, blowoff assemblies, and appropriate break, removal and replacement of any paved surfaces, and/or unimproved surfaces; and

WHEREAS, Grantee agrees to install water service connections to the extended waterlines upon confirmation of compliance with appropriate State/Federal permits; and

DRAFT

WHEREAS, Grantor acknowledges responsibility to abandon private water system assets* upon successful transition of all water connections to the extended Grantee waterlines and appurtenances; and

*except wells RWW #11

WHEREAS, Grantee requires and Grantor has agreed to grant this Deed of Easement to allow the county to inspect the construction and operate and maintain this new system.

NOW, THEREFORE, in consideration of the mutual promises, representations and acknowledgments herein made and other good and valuable consideration, Grantor hereby grants unto Grantee, its successors and assigns, the right, privilege and authority to go upon, across and under to inspect, operate and maintain, a water system easement as may be required, as to the property of Grantor located in Long Acre Township, Beaufort County, North Carolina, more particularly described as follows:

DRAFT

An easement twenty (20) feet in width centered over the waterline *except water improvements RWW #5 for purposes of a water main line with permanent rights of ingress thereto, plus a temporary construction easement fifteen (15) feet in width over the unimproved roadways of Robert Whitley's Trailer Park, being Rocksid Lane, Stokes Avenue, Bethel Avenue and Greenville Avenue, all as shown on a map dated _____, 2019 by McDavid Associates, Inc., entitled "Water Line Plan, Contract No. 1 - Water System Improvements 2019 Swan Point Water Line Extension."

The foregoing grant of easement is subject to the following:

1. Grantor shall prepare, construct and install the water lines in accordance to Beaufort County Standards.

2. Grantee upon acceptance, shall have the right to maintain a water distribution line and appurtenant facilities on and under

the above property with the right to inspect and make repairs, changes, alterations, improvements, removals from, substations and additions to its facilities as Grantee may from time to time deem advisable.

3. Grantee is authorized to remove and maintain the waterline easement clear of all trees, vegetation, structures, and other obstructions as necessary to operate, maintain, repair or protect the Grantee's waterline and appurtenances but this easement shall not prohibit the Grantor from constructing, maintaining, and using the easement area for paved or unpaved streets/drives and parking areas. All risk of damage to such improvements (pre-existing or future) caused by the operation, maintenance or repair of the Grantees' waterlines and appurtenant facilities shall rest with the ~~Grantor~~ Grantee.

4. Subject to the foregoing, Grantor reserves the right to use the lands in and over which the right of way and easement rights herein granted for all purpose not inconsistent with said right of way and easement rights, except that Grantor agrees that (a) no buildings or permanent structures, wells, septic tanks, absorption pits, underground or overhead storage tanks, burial plots, or any other obstruction which might interfere with the construction, maintenance and operation of said waterline and appurtenances shall be placed within the easement area without the express written permission of the Grantee, its successors or assigns; and (b) the facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Grantee, its successors or assigns.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this instrument the year and date first above written.

ROBERT WHITLEY, III

COUNTY OF BEAUFORT

By: _____

~~JERRY EVANS~~ Chairman of Board of Commissioners

Katherine Mosher

DRAFT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I _____, a notary Public in and tor the County and State aforesaid, do certify that **KATHERINE MOSHER,** personally appeared before me on this day and acknowledged that she is the Clerk to the Board of County Commissioners of **BEAUFORT COUNTY,** and that by authority duly given and as the act of the County of Beaufort, the foregoing instrument was signed in its name by the Chairman, sealed with its official seal and attested to by herself as its Clerk.

Witness my hand and notarial seal, this _____ day of _____, 2020.

_____
Notary Public

My Commission Expires:

_____

DRAFT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, _____, a Notary Public of the County and State aforesaid, certify that **ROBERT WHITLEY, III,** who is personally known by me or has produced satisfactory evidence of identity, appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2020.

_____
Notary Public

My Commission Expires:

_____

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

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.

This report will include financial audit requirements, standards, and fraud detection.

Submitter Recommendations/Motions: Information only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Revision to Flood Damage Prevention Ordinance

Summary of Information: At a regular meeting on May 4, 2020, the Board held a public hearing to receive comments and unanimously adopted a revised Flood Damage Prevention Ordinance and updated Flood Insurance Study Rate Maps.

On May 5, 2021, a National Flood Insurance Program (NFIP) – Community Assistance Visit (CAV) was conducted by the NC Emergency Management's Hazard Mitigation Program Support Section. In a follow-up letter dated September 16, 2022 (attached), staff suggested revisions to the County's Flood Damage Prevention Ordinance to clarify the auto-adoption language in Article 3, Section B.

A copy of the Flood Damage Prevention Ordinance is attached with the suggested revisions shown to Article 3, Section B.

Fiscal Impact: None

Submitter Recommendations/Motions: Approve the recommended revisions to the Flood Damage Prevention Ordinance.

Attachments:
1. Flood Damage Prevention Ordinance with proposed revisions
2. NFIP letter

FLOOD DAMAGE PREVENTION ORDINANCE

Coastal Regular Phase

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D (Effective January 1, 2021) of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the Board of Commissioners of Beaufort County, North Carolina, does ordain as follows:

SECTION B. FINDINGS OF FACT.

(1) The flood prone areas within the jurisdiction of Beaufort County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

(1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

(4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and

(5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are to:

(1) Protect human life, safety, and health;

(2) Minimize expenditure of public money for costly flood control projects;

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the

general public;

(4) Minimize prolonged business losses and interruptions;

(5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;

(6) Minimize damage to private and public property due to flooding;

(7) Make flood insurance available to the community through the National Flood Insurance Program;

(8) Maintain the natural and beneficial functions of floodplains;

(9) Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and

(10) Ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

"Accessory Structure (Appurtenant Structure)" means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

"Addition (to an existing building)" means an extension or increase in the floor area or height of a building or structure.

"Alteration of a watercourse" means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

"Area of Shallow Flooding" means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

"Area of Special Flood Hazard" see "Special Flood Hazard Area (SFHA)".

"Base Flood" means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

"Base Flood Elevation (BFE)" means a determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a "Special Flood Hazard Area", it may be obtained from engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the "Freeboard", establishes the "Regulatory Flood Protection Elevation".

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Breakaway Wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

"Building" see "Structure".

"Chemical Storage Facility" means a building, portion of a building, or exterior area adjacent to a building used for the storage

of any chemical or chemically reactive products.

"Coastal Area Management Act (CAMA)" means North Carolina's Coastal Area Management Act, this act, along with the Dredge and Fill Law and the Federal Coastal Zone Management Act, is managed through North Carolina Department of Environmental Quality (NCDEQ) Division of Coastal Management (DCM).

"Coastal A Zone (CAZ)" means an area within a special flood hazard area, landward of a V zone or landward of an open coast without mapped V zones. In a Coastal A Zone, the principal source of flooding must be astronomical tides, storm surges, seiches, or tsunamis, not riverine flooding. During the base flood conditions, the potential for wave heights shall be greater than or equal to 1.5 feet. Coastal A Zones are not normally designated on FIRMs. (see Limit of Moderate Wave Action (LiMWA))

"Coastal Barrier Resources System (CBRS)" consists of undeveloped portions of coastal and adjoining areas established by the Coastal Barrier Resources Act (CoBRA) of 1982, the Coastal Barrier Improvement Act (CBIA) of 1990, and subsequent revisions, and includes areas owned by Federal or State governments or private conservation organizations identified as Otherwise Protected Areas (OPA).

"Coastal High Hazard Area" means a Special Flood Hazard Area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on a FIRM, or other adopted flood map as determined in Article 3, Section B of this ordinance, as Zone VE.

"Design Flood": See "Regulatory Flood Protection Elevation."

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Development Activity" means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

"Digital Flood Insurance Rate Map (DFIRM)" means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

"Disposal" means, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

"Elevated Building" means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Encroachment" means the advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

"Existing building and existing structure" means any building and/or structure for which the "start of construction" commenced before the community entered the NFIP, dated February 3, 1987.

"Existing Manufactured Home Park or Manufactured Home Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before the effective date of the initial floodplain management regulations adopted by the community, dated February 3, 1987.

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(a) The overflow of inland or tidal waters; and/or
(b) The unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Boundary and Floodway Map (FBFM)" means an official map of a community, issued by the FEMA, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the FEMA, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

"Flood Insurance" means the insurance coverage provided under the National Flood Insurance Program.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by the FEMA, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated. (see also DFIRM)

"Flood Insurance Study (FIS)" means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

"Flood Prone Area" see "Floodplain"

"Flood Zone" means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

"Floodplain" means any land area susceptible to being inundated by water from any source.

"Floodplain Administrator" is the individual appointed to administer and enforce the floodplain management regulations.

"Floodplain Development Permit" means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

"Floodplain Management Regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

"Flood-resistant material" means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements,* and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

"Floodway" means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

"Floodway encroachment analysis" means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirement of the National Flood Insurance Program.

"Freeboard" means the height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, storm surge or precipitation exceeding the base flood, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the "Regulatory Flood Protection Elevation".

"Functionally Dependent Facility" means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

"Hazardous Waste Management Facility" means, as defined in NCGS 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

"Highest Adjacent Grade (HAG)" means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

"Historic Structure" means any structure that is:

(a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
(b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
(c) Individually listed on a local inventory of historic landmarks in communities with a "Certified Local Government (CLG) Program"; or
(d) Certified as contributing to the historical significance of a historic district designated by a community with a "Certified Local Government (CLG) Program."

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

"Letter of Map Change (LOMC)" means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
(b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
(c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
(d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

"Light Duty Truck" means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

(a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
(b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
(c) Available with special features enabling off-street or off-highway operation and use.

"Limit of Moderate Wave Action (LiMWA)" means the boundary line given by FEMA on coastal map studies marking the extents of Coastal A Zones (CAZ).

"Lowest Adjacent Grade (LAG)" means the lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

"Lowest Floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map Repository" means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products carry the same authority as hard copy products. Therefore, the NCEM's Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data, the NC FRIS website (http://FRIS.NC.GOV/FRIS) is the map repository, and for historical flood hazard data the FloodNC website (http://FLOODNC.GOV/NCFLOOD) is the map repository.

"Market Value" means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

"New Construction" means structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

"Non-Encroachment Area (NEA)" means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

"Otherwise Protected Area (OPA)" see "Coastal Barrier Resources System (CBRS)".

"Post-FIRM" means construction or other development for which the "start of construction" occurred on or after February 4, 1987, the effective date of the initial Flood Insurance Rate Map.

"Pre-FIRM" means construction or other development for which the "start of construction" occurred on or before February 4, 1987, the effective date of the initial Flood Insurance Rate Map.

"Principally Above Ground" means that at least 51% of the actual cash value of the structure is above ground.

"Public Safety" and/or "Nuisance" means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

"Recreational Vehicle (RV)" means a vehicle, which is:

(a) Built on a single chassis;
(b) 400 square feet or less when measured at the largest horizontal projection;
(c) Designed to be self-propelled or permanently towable by a light duty truck;
(d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational,

camping, travel, or seasonal use, and

(e) Is fully licensed and ready for highway use.

"Reference Level" is the top of the lowest floor for structures within Special Flood Hazard Areas designated as Zones A, AE, AH, AO, A99. The reference level is the bottom of the lowest horizontal structural member of the lowest floor for structures within Special Flood Hazard Areas designated as Zone VE.

"Regulatory Flood Protection Elevation" means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least 2 feet above the highest adjacent grade.

"Remedy a Violation" means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Salvage Yard" means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

"Sand Dunes" means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

"Shear Wall" means walls used for structural support but not structurally joined or enclosed at the end (except by breakaway walls). Shear walls are parallel or nearly parallel to the flow of the water.

"Solid Waste Disposal Facility" means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

"Solid Waste Disposal Site" means, as defined in NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

"Special Flood Hazard Area (SFHA)" means the land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Article 3, Section B of this ordinance.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

"Substantial Damage" means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of "substantial improvement".

"Substantial Improvement" means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

(a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or

(b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Article 4 Section E of this ordinance.

"Technical Bulletin and Technical Fact Sheet" means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

"Temperature Controlled" means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

"Variance" is a grant of relief from the requirements of this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation (WSE)" means the height, in relation to NAVD 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

"Watercourse" means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction of Beaufort County.

SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated June 19, 2020 for Beaufort County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto ~~after January 1, 2021~~. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Beaufort County are also adopted by reference and declared a part of this ordinance. ~~Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.~~

SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Article 3, Section B of this ordinance.

SECTION D. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be:

(a) Considered as minimum requirements;
(b) Liberally construed in favor of the governing body; and
(c) Deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Beaufort County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION H. PENALTIES FOR VIOLATION.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than $100.00 or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Beaufort County from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The Lead Inspector, hereinafter referred to as the "Floodplain Administrator", or their designee, is hereby appointed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

SECTION B. FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS.

(1) Application Requirements. Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. The following items shall

be presented to the Floodplain Administrator to apply for a floodplain development permit:

(a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:

(i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;

(ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section B, or a statement that the entire lot is within the Special Flood Hazard Area;

(iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section B;

(iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section B;

(v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section B; Article 4, Section C; or Article 5, Section D;

(vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and

(vii) The boundary and designation date of the Coastal Barrier Resource System (CBRS) area or Otherwise Protected Areas (OPA), if applicable; and

(b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:

(i) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;

(ii) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be floodproofed; and

(iii) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.

(c) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.

(d) A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:

(i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and

(ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article 5, Section B(4)(d) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.

(iii) The following, in Coastal High Hazard Areas, in accordance with the provisions of Article 5, Section B(4)(e) and Article 5, Section G and (Article 5, Section H if applicable):

(1) V-Zone Certification with accompanying plans and specifications verifying the engineered structure and any breakaway designs.

(2)

(3) Plans for open wood latticework or insect screening, if applicable; and

(4) Plans for non-structural fill, if applicable. If non-structural fill is proposed, it must be demonstrated through coastal engineering analysis that the proposed fill would not result in any increase in the BFE or otherwise cause adverse impacts by wave ramping and deflection on to the subject structure or adjacent properties.

(e) Usage details of any enclosed areas below the lowest floor.

(f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.

(g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.

(h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Article 5, Section B, subsections (6) and (7) of this ordinance are met.

(i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

(2) **Permit Requirements.** The Floodplain Development Permit shall include, but not be limited to:

(a) A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).

(b) The Special Flood Hazard Area determination for the proposed development in accordance with available data specified in Article 3, Section B.

(c) The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.

(d) The Regulatory Flood Protection Elevation required for the protection of all public utilities.

(e) All certification submittal requirements with timelines.

(f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of Article 5, Section F have been met.

(g) The flood openings requirements, if in Zones A, AE, AH, AO, A99.

(h) Limitations of below BFE enclosure uses . (i.e., parking, building access and limited storage only).

(i) A statement, if in Zone VE, that there shall be no alteration of sand dunes which would increase potential flood damage.

(j) A statement, if in Zone VE, that there shall be no fill used for structural support.

(k) A statement, that all materials below BFE/RFPE must be flood resistant materials.

(3) **Certification Requirements.**

(a) Elevation Certificates

(i) An Elevation Certificate (FEMA Form 086-0-33) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The Floodplain

Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.

(ii) A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(b) Floodproofing Certificate

(i) If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(ii) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

(c) If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Article 5, Section B(3)(b).

(d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

(e) Certification Exemptions. The following structures, if located within Zones A, AE, AH, AO, A99, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:

(i) Recreational Vehicles meeting requirements of Article 5, Section B(6)(a);

(ii) Temporary Structures meeting requirements of Article 5, Section B (7); and

(iii) Accessory Structures that are 150 square feet or less or $5000 or less and meeting requirements of Article

5, Section B (8).

(f) A V-Zone Certification with accompanying design plans and specifications is required prior to issuance of a Floodplain Development permit within coastal high hazard areas. It shall be the duty of the permit applicant to submit to the Floodplain Administrator said certification to ensure the design standards of this ordinance are met. A registered professional engineer or architect shall develop or review the structural design, plans, and specifications for construction and certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this ordinance. This certification is not a substitute for an Elevation Certificate.

(4) Determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator shall perform, but not be limited to, the following duties:

(1) Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas to assure that the requirements of this ordinance have been satisfied.

(2) Review all proposed development within Special Flood Hazard Areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

(3) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

(4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.

(5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Article 5, Section F are met.

(6) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Article 4, Section B(3).

(7) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities

have been floodproofed, in accordance with the provisions of Article 4, Section B(3).

(8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of Article 4, Section B(3).

(9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Article 4, Section B(3) and Article 5, Section B(2).

(10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

(11) When BFE data has not been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to Article 5, Section D(2)(c), in order to administer the provisions of this ordinance.

(12) When BFE data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this ordinance.

(13) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

(14) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.

(15) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

(16) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(17) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

(18) Follow through with corrective procedures of Article 4, Section D.

(19) Review, provide input, and make recommendations for variance requests.

(20) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Article 3, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.

(21) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

SECTION D. CORRECTIVE PROCEDURES.

(1) Violations to be corrected: When the Floodplain Administrator finds violations of applicable state and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

(2) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:

(a) That the building or property is in violation of the floodplain management regulations;

(b) That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and

(c) That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.

(3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than least One-Hundred-Eighty (180)County calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.

(4) Appeal: Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

(5) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished at the discretion of the court.

SECTION E. VARIANCE PROCEDURES.

(1) The County Commissioners as established by Beaufort County, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this ordinance.

(2) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.

(3) Variances may be issued for:

(a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;

(b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section E(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety;

or

(c) Any other type of development provided it meets the requirements of this Section.

(4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

(a) The danger that materials may be swept onto other lands to the injury of others;

(b) The danger to life and property due to flooding or erosion damage;

(c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(d) The importance of the services provided by the proposed facility to the community;

(e) The necessity to the facility of a waterfront location as defined under Article 2 of this ordinance as a functionally dependent facility, where applicable;

(f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

(g) The compatibility of the proposed use with existing and anticipated development;

(h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(i) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

(5) A written report addressing each of the above factors shall be submitted with the application for a variance.

(6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this ordinance.

(7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to $25 per $100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.

(8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.

(9) Conditions for Variances:

(a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.

(b) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.

(c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(d) Variances shall only be issued prior to development permit approval.

(e) Variances shall only be issued upon:

(i) A showing of good and sufficient cause;

(ii) A determination that failure to grant the variance would result in exceptional hardship; and

(iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met.

(a) The use serves a critical need in the community.

(b) No feasible location exists for the use outside the Special Flood Hazard Area.

(c) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation.

(d) The use complies with all other applicable federal, state and local laws.

(e) The Beaufort County has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all Special Flood Hazard Areas, the following provisions are required:

(1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.

(2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements.*

(3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.

(4) All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, and electric outlets/switches.

(a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.

(b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters

into the system.

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.

(7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

(8) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.

(9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Article 4, Section E(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Article 4, Section B(3).

(10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.

(11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

(14) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.

(15) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.

SECTION B. SPECIFIC STANDARDS.

In all Special Flood Hazard Areas where BFE data has been provided, as set forth in Article 3, Section B, or Article 5, Section D, the following provisions, in addition to the provisions of Article 5, Section A, are required:

(1) Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance.

(2) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance. Structures located in Zones A, AE, AH, AO, A99 may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section I (2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain

Administrator as set forth in Article 4, Section B (3), along with the operational plan and the inspection and maintenance plan.

(3) Manufactured Homes.

(a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance.

(b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

(c) All enclosures or skirting below the lowest floor shall meet the requirements of Article 5, Section B(4).

(d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.

(4) Elevated Buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor or below the lowest horizontal structural member in VE zones:

(a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

(b) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and

(c) Shall include, in Zones A, AE, AH, AO, A99 flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

(i) A minimum of two flood openings on different sides of each enclosed area subject to flooding;

(ii) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;

(iii) If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

(iv) The bottom of all required flood openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;

(v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and

(vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(d) Shall, in Coastal High Hazard Areas (Zone VE), meet the requirements of Article 5, Section G.

(5) Additions/Improvements.

(a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure

(i) are not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure

(ii) are a substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(b) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications/rehabilitations/improvements to the existing structure other than a standard door in the common wall, shall require only the addition to comply with the standards for new construction.

(c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

(i) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure.

(ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the one-year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

(i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.

(ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(6) Recreational Vehicles. Recreational vehicles shall either:

(a) Temporary Placement

(i) Be on site for fewer than 180 consecutive days; or

(ii) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.)

(b) Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

(7) Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be

submitted in writing to the Floodplain Administrator for review and written approval:

(a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;

(b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;

(c) The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);

(d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

(e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.

(8) Accessory Structures. When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

(a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);

(b) Accessory structures shall not be temperature-controlled;

(c) Accessory structures shall be designed to have low flood damage potential;

(d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

(e) Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section A (1);

(f) Accessory structures, regardless of the size or cost, shall not be placed below elevated buildings in V and VE Zones;

(f) All service facilities such as electrical shall be installed in accordance with the provisions of Article 5, Section A (4); and

(g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Article 5, Section B(4)(d).

An accessory structure with a footprint less than 150 square feet or that is a minimal investment of $5000 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of Article 5, Section B (2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B (3).

(9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

(a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;

(b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

(c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5,

Section B (2) of this ordinance shall not be permitted in V or VE Zones. Tanks may be permitted in other flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.

(d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

(a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.

(b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.

(c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.

(d) Commercial storage facilities are not considered "limited storage" as noted in this ordinance, and shall protected to the Regulatory Flood Protection Elevation as required for commercial structures.

SECTION C. RESERVED.

SECTION D. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Article 3, Section B, where no BFE data has been provided by FEMA, the following provisions, in addition to the provisions of Article 5, Section A, shall apply:

(1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:

(a) When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Article 5, Sections A and B.

(b) When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Article 5, Sections B and F.

(c) All subdivision, manufactured home park and other development proposals shall provide BFE data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with Article 3, Section B and utilized in implementing this ordinance.

(d) When BFE data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Article 2. All other applicable provisions of Article 5, Section B shall also apply.

SECTION E. STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

(1) Standards of Article 5, Sections A and B; and

(2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point.

SECTION F. FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Article 3, Section B. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Article 5, Sections A and B, shall apply to all development within such areas:

(1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:

(a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood discharge, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or

(b) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.

(2) If Article 5, Section F (1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

(3) Manufactured homes may be permitted provided the following provisions are met:

(a) The anchoring and the elevation standards of Article 5, Section B (3); and

(b) The encroachment standards of Article 5, Section F (1).

SECTION G. COASTAL HIGH HAZARD AREA (ZONE VE).

Coastal High Hazard Areas are Special Flood Hazard Areas established in Article 3, Section B, and designated as Zones VE. These areas have special flood hazards associated with high velocity waters from storm surges or seismic activity and, therefore, all new construction and substantial improvements shall meet the following provisions in addition to the provisions of Article 5, Sections A and B:

(1) All new construction and substantial improvements shall:

(a) Be located landward of the reach of mean high tide;

(b) Comply with all applicable CAMA setback requirements.

(2) All new construction and substantial improvements shall be elevated so that the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) is no lower than the regulatory flood protection elevation. Floodproofing shall not be utilized on any structures in Coastal High Hazard Areas to satisfy the regulatory flood protection elevation requirements.

(3) All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:

(a) Material shall consist of open wood or plastic lattice having at least 40 percent of its area open, or

(b) Insect screening; or

(c) Breakaway walls shall meet the following design specifications:

(1) Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or

(2) Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the North Carolina State Building Code.

(4) All new construction and substantial improvements shall be securely anchored to pile or column foundations. All pilings and columns and the structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components.

(a) Water loading values used shall be those associated with the base flood.

(b) Wind loading values used shall be those required by the current edition of the North Carolina State Building Code.

(5) For concrete pads, including patios, decks, parking pads, walkways, driveways, pool decks, etc. the following is required:

(a) Shall be structurally independent of the primary structural foundation system of the structure and shall not adversely affect structures through redirection of floodwaters or debris; and

(b) Shall be constructed to breakaway cleanly during design flood conditions, shall be frangible, and shall not produce debris capable of causing damage to any structure. (The installation of concrete in small segments (approximately 4 feet x 4 feet) that will easily break up during the base flood event, or score concrete in 4 feet x 4 feet maximum segments is acceptable to meet this standard); and

(c) Reinforcing, including welded wire fabric, shall not be used in order to minimize the potential for concreted pads being a source of debris; and

(d) Pad thickness shall not exceed 4 inches; or

(e) Provide a Design Professional's certification stating the design and method of construction to be used meet the applicable criteria of this section.

(6) For swimming pools and spas, the following is required:

(a) Be designed to withstand all flood-related loads and load combinations.

(b) Be elevated so that the lowest horizontal structural member is elevated above the RFPE; or

(c) Be designed and constructed to break away during design flood conditions without producing debris capable of causing damage to any structure; or

(d) Be sited to remain in the ground during design flood conditions without obstructing flow that results in damage to any structure.

(e) Registered design professionals must certify to local officials that a pool or spa beneath or near a VE Zone building will not be subject to flotation or displacement that will damage building foundations or elevated portions of the building or any nearby buildings during a coastal flood.

(f) Pool equipment shall be located above the RFPE whenever practicable. Pool equipment shall not be located beneath an elevated structure.

(7) All elevators, vertical platform lifts, chair lifts, etc., the following is required:

(a) Elevator enclosures must be designed to resist hydrodynamic and hydrostatic forces as well as erosion, scour, and waves.

(b) Utility equipment in Coastal High Hazard Areas (VE Zones) must not be mounted on, pass through, or be located along breakaway walls.

(c) The cab, machine/equipment room, hydraulic pump, hydraulic reservoir, counter weight and roller guides, hoist cable, limit switches, electric hoist motor, electrical junction box, circuit panel, and electrical control panel are all required to be above RFPE. When this equipment cannot be located above the RFPE, it must be constructed using flood damage-resistant components.

(d) Elevator shafts/enclosures that extend below the RFPE shall be constructed of reinforced masonry block or reinforced concrete walls and located on the landward side of the building to provide increased protection from flood damage. Drainage must be provided for the elevator pit.

(e) Flood damage-resistant materials can also be used inside and outside the elevator cab to reduce flood damage. Use only stainless steel doors and door frames below the BFE. Grouting in of door frames and sills is recommended.

(f) If an elevator is designed to provide access to areas below the BFE, it shall be equipped with a float switch system that will activate during a flood and send the elevator cab to a floor above the RFPE.

(8) Accessory structures, regardless of size or cost, shall not be permitted below elevated structures.

(9) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions of Article 4, Section B and Article 5, Section G (3) and (4), on the current version of the North Carolina V-Zone Certification form or equivalent local version."

(10) Fill/Grading

(a) Minor grading and the placement of minor quantities of nonstructural fill may be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

(b) The fill material must be similar and consistent with the natural soils in the area.

(c) The placement of site-compatible, non-structural fill under or around an elevated building is limited to two (2) feet. Fill greater than two (2) feet must include an analysis prepared by a qualified registered design professional demonstrating no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent elevated buildings and structures.

(d) Nonstructural fill with finished slopes that are steeper than five (5) units horizontal to one (1) unit vertical shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent elevated buildings and structures.

(10) There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage.

(11) No manufactured homes shall be permitted except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of this Section have been satisfied.

(12) Recreational vehicles may be permitted in Coastal High Hazard Areas provided that they meet the Recreational Vehicle criteria of Article 5, Section B(6)(a).

(13) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the Regulatory Flood Protection Elevation and any supporting members that extend below the Regulatory Flood Protection Elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck. The increased loads must be considered in the design of the primary structure and included in the V-Zone Certification required under Article 4, Section B, (3)(f).

(14) A deck or patio that is located below the Regulatory Flood Protection Elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

(15) In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

(a) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(b) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters.

(c) Docks, piers, and similar structures.

(16) No more than four (4) electrical outlets and no more than four (4) electrical switches may be permitted below RFPE unless required by building code.

SECTION H. STANDARDS FOR COASTAL A ZONES (ZONE CAZ) LiMWA

Structures in CAZs shall be designed and constructed to meet V Zone requirements, including requirements for breakaway walls. However, the NFIP regulations also require flood openings in walls surrounding enclosures below elevated buildings in

CAZs (see Technical Bulletin 1, *Openings in Foundation Walls and Walls of Enclosures*). Breakaway walls used in CAZs must have flood openings that allow for the automatic entry and exit of floodwaters to minimize damage caused by hydrostatic loads. Openings also function during smaller storms or if anticipated wave loading does not occur with the base flood.

(1) All new construction and substantial improvements shall be elevated so that the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) is no lower than the regulatory flood protection elevation. Floodproofing shall not be utilized on any structures in Coastal A Zones to satisfy the regulatory flood protection elevation requirements.

(2) All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:

(a) Material shall consist of open wood or plastic lattice having at least 40 percent of its area open, or

(b) Insect screening; or

(c) Breakaway walls shall meet the following design specifications:

(1) Breakaway walls shall have flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the design criteria in Article 5, Section B(4)(d; and

(2) Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or

(3) Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the North Carolina State Building Code.

(3) Concrete pads, including patios, decks, parking pads, walkways, driveways, etc. must meet the provisions of Article 5, Section G (5).

(4) All new construction and substantial improvements shall meet the provisions of Article 5, Section G (3).

(5) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions of Article 4, Section B and Article 5, Section G (3) and (4), on the current version of the North Carolina V-Zone Certification form or a locally developed V-Zone Certification form.

(6) Recreational vehicles may be permitted in Coastal A Zones provided that they meet the Recreational Vehicle criteria of Article 5, Section B(6)(a).

(7) Fill/Grading must meet the provisions of Article 5, Section G (11)

(8) Decks and patios must meet the provisions of Article 5 Section G (15) and (16).

(9) In coastal high hazard areas, development activities other than buildings and structures must meet the provisions of Article 5, Section G (17)

SECTION I. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding

areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

(1) The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet; or at least two feet above the highest adjacent grade if no depth number is specified.

(2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article 5, Section I (1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B (3) and Article 5, Section B (2).

(3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

SECTION J. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

(1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

ARTICLE 6. LEGAL STATUS PROVISIONS.

SECTION A. EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.

This ordinance in part comes forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance enacted February 3, 1987 as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the Flood Damage Prevention Ordinance of Beaufort County enacted on February 3, 1987, as amended, which are not reenacted herein are repealed.

The date of the initial Flood Damage Prevention Ordinance for Beaufort County is February 3, 1987.

SECTION B. EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this ordinance.

SECTION C. SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

SECTION D. EFFECTIVE DATE.

This ordinance shall become effective June 19, 2020.

SECTION E. ADOPTION CERTIFICATION.

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance as adopted by the Board of Commissioners of Beaufort County, North Carolina, on the 4th day of May, 2020.

WITNESS my hand and the official seal of Beaufort County, this the 4th day of May, 2020.

Kathleen Mosher
(signature)



North Carolina Department of Public Safety
Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe, Jr., Secretary

William C. Ray, Director

September 16, 2022

The Honorable Frankie Waters
Chairman, Beaufort County Board of Commissioners
121 West 3rd Street
Washington, NC 27889

Re: National Flood Insurance Program (NFIP) - Community Assistance Visit (CAV)

Dear Chairman Waters:

This letter is a follow-up to the Community Assistance Visit (CAV) conducted for Beaufort County by Ms. Eryn Futral of the NC Emergency Management's Hazard Mitigation Program Support Section. The meeting was held virtually on May 5, 2021, with Mr. Brandon Hayes, Beaufort County Lead Building Inspector/Floodplain Administrator. We truly appreciate the assistance and cooperation provided by Mr. Hayes during Ms. Futral's meeting and floodplain tour (conducted on July 28, 2021).

The purpose of the CAV is to assess the overall effectiveness of a community's floodplain management program under its participation in the National Flood Insurance Program (NFIP). In addition, the CAV affords our office with the opportunity to provide needed technical assistance and guidance as deemed appropriate.

To maintain participation in the NFIP, Beaufort County must continue to administer and enforce local floodplain management regulations that meet or exceed the minimum standards established by the NFIP as outlined in Title 44, Code of Federal Regulations (CFR), Section 60.3. Though participation in the NFIP is voluntary, only participating communities can provide their citizens with the opportunity to purchase flood insurance and receive federal disaster assistance.

An essential function and requirement of participation in the NFIP is to obtain required documentation and permanently maintain all floodplain management records. These include, but are not limited to, permit applications, detailed cost breakdowns for potential substantial damage and substantial improvement, "finished-construction" elevation certificates, no-rise certifications, flood proofing certificates, certifications for engineered flood openings, and variance proceedings.

Mailing Address:
4236 Mail Service Center
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www.ReadyNC.gov

Office Location:
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An Equal Opportunity Employer

Chairman Frankie Waters
September 16, 2022

Based on the development and ordinance review during the meeting for the County, North Carolina Emergency Management (NCEM) staff identified items that require follow-up actions. NCEM Staff is suggesting the following revisions to the Beaufort County Flood Damage Prevention Ordinance to clarify the auto-adoption Language in *Article 3, Section B. Basis for Establishing The Special Flood Hazard Areas*:

a. Delete the following:
The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dates June 19, 2020, for Beaufort County and associated DFIRM panes, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto ~~after January 1, 2021~~. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Beaufort County are also adopted by reference and declared a part of this ordinance. ~~Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.~~

Additionally, NCEM staff identified the following items which require follow-up actions/corrections:

1. Please provide the Finished Construction Elevation Certificate (EC) for:
    a. 143 Mariners Way, Belhaven
    b. 41 Favorite Place, Belhaven
    c. 48 Maritime Court, Chocowinity
    d. 124 Whichard Lane, Vanceboro
    e. 202 Shady Banks Road, Washington
    f. 232 Hubs Rec Road, Belhaven
    g. 677 Winfield Lane, Pinetown
    h. 833 W. Island View Road, Bath
    i. Lot 58 Mariner's Way, Belhaven (provide actual address if available)
    j. Lot 87 Winfield Lane, Pinetown (provide actual address if available)
2. 716 Hubs Rec Road, Belhaven – Need elevation project Finished Construction EC.
    a. May need to install additional flood vents per Brandon Hayes.
3. 58 Maritime Court, Chocowinity – the 5' x 5' storage area/enclosure below BFE does not have adequate flood openings.
    a. The Beaufort County Flood Damage Prevention Ordinance requires a minimum of two compliant flood openings for each enclosed area.
        i. Required action - Installation of one more compliant flood vent.
    b. The elevator shaft (also 5'x5' w/ only 1 vent) is not required by code to install flood vents but must resist flood loads (no action required).

4. 276 W. Eagle View Lane
    a. The foundation type appears to be a slab on grade (diagram 1A). Finished Construction EC lists Diagram 1B in A7.
    b. Required action – confirm foundation type, revise the EC in A7 accordingly, and resubmit.

Please provide the requested documentation via email to eryn.futral@ncdps.gov within 60 days of the receipt of this letter. I understand you may have staff shortages and/or items may take longer to rectify, in those cases please provide an update on the status and a proposed schedule for completion.

We found the staff to be knowledgeable of the NFIP regulations and very interested in administering a sound floodplain management program within Beaufort County. If you have questions or need further assistance, please contact Ms. Eryn Futral at (919) 819-1734.

Sincerely,

Stephen E. Garrett, CFM
State NFIP Coordinator
North Carolina Emergency Management

cc: Mr. Brian Alligood, County Manager, Beaufort County
Mr. Brandon Hayes, Lead Building Inspector/Floodplain Administrator, Beaufort County
Mr. Chris Newkirk, Operations Chief of Fire/Emergency Management, Beaufort County
Mr. Charles Tripp, Area 2 Coordinator, North Carolina Emergency Management
Ms. Eryn Futral, NC NFIP Eastern Planner, North Carolina Emergency Management
Ms. Valerie Anderson, Floodplain Management Specialist, FEMA Region IV
File

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence

Summary of Information: Hurricane Florence, a large and slow-moving category one hurricane, made landfall during the morning of September 14, 2018. After the eye crossed Wrightsville Beach, NC at 7:15 a.m. the storm spent the next two days producing record-breaking rainfall across eastern North Carolina and a portion of northeastern South Carolina. Over 30 inches of rain were measured in a few North Carolina locations, exceeding the highest single-storm rainfall amounts ever seen in this portion of the state. Extensive flooding and associated damage occurred to many properties in Beaufort County.

At a regular meeting on January 7, 2019, the Board received a presentation from Ryan Cox, NCEM State Hazard Mitigation Officer on the availability of funds for hazard mitigation grant projects (HMGP) related to Hurricane Florence. At the same meeting, the Board approved on a 5-2 vote, with Commissioners Brinn and Richardson voting in the negative, submitting a letter of intent to FEMA and NCEM for HMGP potential properties impacted by Hurricane Florence.

At a regular meeting on May 3, 2021, the Board approved on a 7-0 vote to "opt in" to the Hazard Mitigation State Centric plan whereby the State of NC would manage future HMGP projects for Beaufort County. This plan would be at no cost to the County. The County has designated the Mid-East Commission as the agency to assist the State with any local activities related to the HMGP program. Costs related to these activities will be billed to the State and covered by HMGP management funds.

Attached is the MOU from the State for approved HMGP project # 4393-0049-R. The project will acquire and demolish 1 commercial structure (RiverStreet) to return the land to green space.

Fiscal Impact: No County funds required.

Submitter Recommendations/Motions: Approve and authorize the Finance Director to sign the attached State-Centric MOU #4393-0049-R for HMGP acquisition related to Hurricane Florence.

Attachments:
HMGP MOU for RiverStreet Mitigation Project
Project Ordinance for Management Costs

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STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

BEAUFORT COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA# 4393-0049-R
DPS Fund Code: 4393NCP00000044
MOA Amount: $807,117.00

County: Beaufort
Tax ID/EIN#: 56-6001521
DUNS #: 616168266

MOA Period of Performance: March 12, 2020 through March 12, 2023

This Memorandum of Agreement ("MOA" of "Agreement") is made on this date _____, by and between the **County of Beaufort** ("Municipality/County" or RECIPIENT/SUBGRANTEE), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT ("NCEM" or AGENCY/GRANTEE).

WHEREAS, in a letter dated June 9, 2020, the Federal Emergency Management Agency (FEMA) approved the Department of Public Safety, Division of Emergency Management State Centric Plan for DR-4393, DR-4412, and DR-4465, incorporated by reference into this Agreement as if fully set out herein, whereby the Division of Emergency Management will serve as the Grantee and perform some of the tasks of the Subgrantee for subgrantees that opt in and agree to participate in the State Centric Model;

WHEREAS, in a memorandum dated March 26, 2021, the Department of Public Safety, Division of Emergency Management notified HMGP Subgrantees regarding the Hazard Mitigation State Centric Implementation with attached State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees);

WHEREAS, City/**County of Beaufort** completed the State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees) and selected the Opt-In Section agreeing to participate in the **State Centric Model this 8th day of September, 2022**;

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19.12(25) authorizes the Division to contract for services from vendors specializing in housing elevation, acquisition, demolition, and mitigation reconstruction on private residential structures to implement the federal Hazard Mitigation Grant Program on behalf of the State or political subdivisions; and

WHEREAS, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE represent that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (**Project # 4393-0049-R**) and in accordance with the State Centric Plan. The approved project Application and the State Centric Plan are hereby incorporated by reference into this Agreement as if fully set out herein.

The following is the approved Statement of Work (SOW) for the above referenced project:

Beaufort County will acquire and demolish one (1) commercial structure to return the land to green space.

Site Location:

	Address	City	State	Zip Code	Latitude	Longitude
1.	2193 NC Highway 99 South	Belhaven	NC	27810	35.52446	-76.65820

Total Estimated Management Costs **$13,048.00**

(2) CONDITIONS

RECIPIENT/SUBGRANTEE shall:

1) Interface with homeowners to include but not limited to, coordination with homeowners from application intake to project completion (phone calls, updates to the homeowner, setting up appointments for contract workers to come to the

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home to conduct work or attending meetings regarding contract work). In accordance with the provisions of 42 U.S.C. 5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE of the existence of any insurance coverage for the costs identified in the approved project application, and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds and other Federal, State and private funding.

2) Coordinate with local leaders and community government officials including but not limited to, answering routine questions and updates locally, forwarding questions to the State if needed and coordinating meetings with the State and local leadership.

3) Coordinate with the AGENCY/GRANTEE, Contractors and homeowners as needed.

4) RECIPIENT/SUBGRANTEE shall take part in all pre-construction, pre-project and project update meetings with the contractor and the State to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their leadership and homeowners participating in the project. In order to complete the project before the end of the period of performance established by FEMA in the FEMA award letter, RECIPIENT/SUBGRANTEE shall provide its Project Management Schedule to the AGENCY/GRANTEE that outlines RECIPIENT/SUBGRANTEE's plan for completion and that track and demonstrate completion of each task listed in the approved FEMA application by the timeframe listed in the approved FEMA application.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

5) RECIPIENT/SUBGRANTEE shall be present at all closings (if an acquisition project) in order to take title and possession of the properties acquired in the project and maintain and utilize the properties in open space in perpetuity. RECIPIENT/SUBGRANTEE shall insure compliance with the Deed Restrictions and flood insurance requirements for the properties.

6) Submit monthly reimbursement requests of billable hours spent conducting the above tasks to the AGENCY/GRANTEE. Reimbursement request will be made through the EM Grants or other approved management online system. Each reimbursement at a minimum must include:

- **County Point Of Contact's (POC) Name**
- **Task Being charged for (to include property address)**
- **Rate for POC**
- **Number of hours being reimbursed**

To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. If RECIPIENT/ SUBGRANTEE designates different representatives or designated agents, RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

7) A standardized form will be used in the submission for these funds against RECIPIENT/SUBGRANTEE Management Costs.

AGENCY/GRANTEE shall:

1) Provide oversight to all contract work and be the initial point of contact for the RECIPIENT/SUBGRANTEE to get answers to questions on behalf of homeowners or local leadership.

2) Process reimbursement requests for all billable time of the RECIPIENT/SUBGRANTEE . If a reimbursement is returned for lack of information or documentation, Hazard Mitigation (HM) Section Project Managers (PM) will contact RECIPIENT/SUBGRANTEE POC to discuss what is missing so corrections can be timely made and resubmitted for payment. RECIPIENT/SUBGRANTEE must submit complete documentation acceptable to the AGENCY/GRANTEE to receive reimbursement.

3) AGENCY/GRANTEE HM Section Leadership will be available to meet with county leadership if any questions about the project need to be answered in a public forum. RECIPIENT/SUBGRANTEE POC should notify HM Section Leadership as far in advance as possible so schedules can be worked out to attend county meetings.

4) AGENCY/GRANTEE HM Section will coordinate contracts related to this project, review Cost Reports for invoices incurred, and review and approve eligible expenses against project.

5) AGENCY/GRANTEE HM Section will set up the **Project Kick-Off** Meeting with RECIPIENT/SUBGRANTEE and Contractor to review the project budget, project scope of work, project timelines/milestones and associated roles and responsibilities between AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, and Contractors.

(3) **BUDGET AND FUNDING**

AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, will review Cost Reports for invoices incurred, and review and approve eligible expenses against project **DR-4393-0049-R**, which is a sub-award in the **Cost Center 2D530076**.

Budget Information
Total: **$ 820,165.00**

HMGP funding shall only be used for those items specified in the scope of work referenced above.

(4) **COMPENSATION**

1) NCEM will provide the management cost funds to RECIPIENT/SUBGRANTEE as allowed in section 5C2 of the State Centric Plan from the allocation provided by FEMA for sub-recipient management costs in Award Letter dated **June 22, 2021**.

Subrecipient Management Costs (SRMC): Expenditure of subrecipient management costs must adhere to FEMA Policy #104-11-1 Hazard Mitigation Grant Program Management Costs (Interim) signed November 14, 2018. FEMA

The Interim Policy requires management costs to be obligated in increments sufficient to cover recipient and subrecipient needs, as allowable by FEMA.

Any funds not expended by the end of the period of performance are subject to de-obligation provisions of Paragraph five (5) below.

(5) **DEOBLIGATION**

Pursuant to Paragraph 11 herein and the applicable federal regulations, including but may not be limited to, 2 CFR 200.338, 200.339, 200.345, 200.346, NCEM must disallow or de-obligate all remaining SUB-RECIPIENT Management costs at the end of the project's period of performance.

(6) **REIMBURSEMENT**

All costs must be verified through time sheets and other appropriate documentation, which document the employee's name, hours worked in support of this grant, specified in detail in paragraph two (2) **"Conditions"**; the tasks performed on each property, and the employee's pay rate. Payment shall be submitted to the RECIPIENT/SUBGRANTEE after receipt of properly completed

Requests for Reimbursement through EM Grants, within thirty (30) days after receipt of completed time sheets.

(7) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules, regulations, guidance, and policies.

(8) **MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(9) **RECORD KEEPING AND AUDITS**

All financial and programmatic records, supporting documents statistical records and other records of AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200, 09 NCAC Part 3M, and the applicable Records Retention Schedule. All original records pertinent to this Agreement shall be retained by the AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report or the applicable Records Retention Schedule, whichever is later, with the following exceptions:

> If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

The AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE agree to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure

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of funds under this Agreement. If applicable, AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," for awards prior to December 26, 2014, 2 C.F.R. Part 200 and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 CFR 200.338, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.

The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

If applicable, the RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE'S response to all findings, including corrective actions to be taken.

In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.

(10) LIABILITY

(a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

(b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/ SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by

third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.

(c) RECIPIENT/SUBGRANTEE that is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by AGENCY/GRANTEE or any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION/OPT OUT

(a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/ GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the RECIPIENT/ SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/ GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/ SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;

3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;

4. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.

(b) Upon the happening of an Event of Default, then the AGENCY/ GRANTEE may, at its option, upon written notice to the RECIPIENT/ SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the RECIPIENT/ SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any other rights or remedies which may otherwise be available under law.

(c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.

(d) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/ GRANTEE if found in non-compliance with laws, rules, regulations

governing the use of the funds or this Agreement.

(f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/ GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) OTHER PROVISIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference into this Agreement as if fully set out herein. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.

(b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/GRANTEE for any further or subsequent default by the RECIPIENT/SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

(13) SUBCONTRACTS

(a) If RECIPIENT/SUBGRANTEE subcontracts any or all of the tasks or work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.

(b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract.

(d) Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(14) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(15) STANDARD CONDITIONS

The AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE agree to be bound by the following standard conditions:

(a) The State of North Carolina and AGENCY/GRANTEE's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the North Carolina General Assembly and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.

(b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.

(c) If RECIPIENT/SUBGRANTEE requires an extension of the current Period of Performance (POP) for this project, then RECIPIENT/SUBGRANTEE must prepare and submit a Request For Extension to the State Hazard Mitigation Officer no later than ninety (90) days prior to the expiration of the POP for this award. The Request for Extension must be on letterhead, provide all the required information outlined in Part VI, Paragraph D.4.1 Extensions (pg. 86-87) in the Hazard Mitigation Guidance (February 2015) and signed by the DA.

(d) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes and made or received by the RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(16) LOBBYING PROHIBITION

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. RECIPIENT/SUBGRANTEE shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, RECIPIENT/SUBGRANTEE must sign and submit to the AGENCY/GRANTEE the Certification Regarding Lobbying, attached as Attachment B, and incorporated by reference herein.

(17) DEBARMENT AND SUSPENSION

RECIPIENT/SUBGRANTEE certifies that it:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and

(2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,

(4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(18) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement.

(19) ASSURANCES

The RECIPIENT/SUBGRANTEE shall comply with the requirements in the applicable Assurances form, incorporated by reference into this Agreement as if fully set out herein.

(20) FEMA REQUIRED CONTRACT PROVISIONS

The RECIPIENT/SUBGRANTEE shall comply with the applicable FEMA Required Contract Provisions, attached as Attachment A and incorporated by reference into this Agreement as if fully set out herein.

(21) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/ SUBGRANTEE shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but may not be limited to, 44 C.F.R. 201.6, 44 CFR 201.3, and N.C.G.S. 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the_____ day of_____, 2022.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

_____

BY: _____
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE_____

WITNESS:

_____

BY: _____
CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE_____

WITNESS:

_____

BY: _____
ANITA RADCLIFFE
FINANCE DIRECTOR/CFO
BEAUFORT COUNTY
FEDERAL EMPLOYER I.D. # 56-6001521
DATE_____

APPROVED AS TO PROCEDURES:

BY: Sharon Marsalis
SHARON MARSALIS, BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE 9/15/2022 | 13:26:17 EDT

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: Will Polk
DEPUTY GENERAL COUNSEL

ATTACHMENT A: FEMA REQUIRED CONTRACT PROVISIONS, FEMA RULES AND REGULATIONS (2 CFR Part 200, Appendix II)

To the extent applicable, the following are the requirements that RECIPIENT/SUBGRANTEE must agree to in order to be awarded any contract under this MOA. If RECIPIENT/SUBGRANTEE is unwilling to meet any of these requirements, RECIPIENT/SUBGRANTEE's submittal shall not be considered.

1. **No governmental non-competes.** RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this MOA the RECIPIENT/SUBGRANTEE affirms this condition, as directed in **Section 6. Selection Criteria** of this MOA. This affirmation is a material condition for the State's award of any work under this MOA.

2. **Program Monitoring**. RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by STATE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

3. **Termination for Cause.** If through any cause, RECIPIENT/SUBGRANTEE shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if RECIPIENT/SUBGRANTEE shall violate any of the covenants, agreements, or stipulations of the Contract, State shall thereupon have the right to terminate this Contract by giving written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date of such termination. Unless a shorter time is determined by State to be necessary, State shall effect termination according to the following procedure:

    a. Notice to Cure. State shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The RECIPIENT/SUBGRANTEE shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
    b. Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, State may terminate the Contract, in whole or in part. State shall give the RECIPIENT/SUBGRANTEE written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
    c. In such event, all finished or unfinished documents, data, studies, and reports prepared by RECIPIENT/SUBGRANTEE entitle RECIPIENT/SUBGRANTEE's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, RECIPIENT/SUBGRANTEE shall not be relieved of liability to State for damage sustained to State by virtue of any breach of this Contract by RECIPIENT/SUBGRANTEE. State may withhold any payments to RECIPIENT/SUBGRANTEE for the purpose of set off until such time as the exact amount of damages due State from RECIPIENT/SUBGRANTEE is determined.

4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.

5. **Equal Employment Opportunity**. During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees as follows:

   a. The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   b. The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT/SUBGRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   c. The RECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the RECIPIENT/SUBGRANTEE's legal duty to furnish information.

   d. The RECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the RECIPIENT/SUBGRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   e. The RECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   f. The RECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the RECIPIENT/SUBGRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the RECIPIENT/SUBGRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a RECIPIENT/SUBGRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or RECIPIENT/SUBGRANTEE as a result of such direction by the administering agency, the RECIPIENT/SUBGRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of RECIPIENT/SUBGRANTEEs and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a RECIPIENT/SUBGRANTEE debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon RECIPIENT/SUBGRANTEEs and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6. **Anti-Discrimination**. RECIPIENT/SUBGRANTEE will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

a. *Overtime requirements*. No RECIPIENT/SUBGRANTEE or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1), the RECIPIENT/SUBGRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such RECIPIENT/SUBGRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).

c. *Withholding for unpaid wages and liquidated damages*. State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the RECIPIENT/SUBGRANTEE or subcontractor under any such contract or any other Federal contract with the same prime RECIPIENT/SUBGRANTEE, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime RECIPIENT/SUBGRANTEE, such sums as may be determined to be necessary to satisfy any liabilities of such RECIPIENT/SUBGRANTEE or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).

d. *Subcontracts.* The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime RECIPIENT/SUBGRANTEE shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.

c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.

c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Debarment and Suspension.**

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the RECIPIENT/SUBGRANTEE is required to verify that none of the RECIPIENT/SUBGRANTEE's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The RECIPIENT/SUBGRANTEE must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by State. If it is later determined that the RECIPIENT/SUBGRANTEE did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The RECIPIENT/SUBGRANTEE agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** (as Amended).

RECIPIENT/SUBGRANTEEs who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, RECIPIENTS/SUBGRANTEES must sign and submit to the RECIPIENT/SUBGRANTEE the certification in Attachment B.

11. **Procurement of Recovered Materials.**

a. In the performance of this contract, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
• Competitively within a timeframe providing for compliance with the contract performance schedule;
• Meeting contract performance requirements; or
• At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. The RECIPIENT/SUBGRANTEE also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. **Women and Minority Owned Businesses**. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes

a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

13. **Access to Records**. The following access to records requirements apply to this contract:

    a. The RECIPIENT/SUBGRANTEE agrees to provide State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the RECIPIENT/SUBGRANTEE which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    b. The RECIPIENT/SUBGRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    c. The RECIPIENT/SUBGRANTEE agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

    d. In compliance with the Disaster Recovery Act of 2018, State and the RECIPIENT/SUBGRANTEE acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

    e. RECIPIENT/SUBGRANTEE agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of RECIPIENT/SUBGRANTEE which are directly pertinent to the NCEM Program for the purpose of making audits, examinations, excerpts, and transcriptions.

14. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

15. **Energy Efficiency**. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

16. **Personnel**. RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, RECIPIENT/SUBGRANTEE, or any other party pertaining to any matter resulting from the contract.

19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The RECIPIENT/SUBGRANTEE will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

20. **DHS, Seal, Logo, and Flags.** The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

21. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.

    a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The RECIPIENT/SUBGRANTEE shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

    b. RECIPIENT/SUBGRANTEE are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

    c. Additionally, RECIPIENT/SUBGRANTEE are required to pay wages not less than once a week.

22. **Copeland Anti-Kickback Act.** If applicable, Compliance with the Copeland "Anti-Kickback" Act.

    a. RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

    b. Subcontracts. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

    c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23. **System for Awards Management**. Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/SAM/ and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors to verify that Contractors or sub-Recipientshave not been suspended or debarred from doing business with federal or State government.

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ATTACHMENT B: CERTIFICATION REGARDING LOBBYING (Appendix A, 44 C.F.R. Part 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The RECIPIENT/SUBGRANTEE, **Anita Radcliffe**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of RECIPIENT/SUBGRANTEE's Authorized Official

ANITA RADCLIFFE, FINANCE DIRECTOR/CFO
Name and Title of RECIPIENT/SUBGRANTEE's Authorized Official

_____
Date

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ATTACHMENT C: SUBRECIPIENT MANAGEMENT COSTS REIMBURSEMENT

Management Cost Reimbursement Request				
County:		Date:	Project Number:	
Employee Name	Rate	Activity	Time	Amount of Reimbursement Requested
Facility Costs			Cost	Reimbursement Requested
Rent				
Utilities				
Vehicle #	Rate (58.5/m)	Activity	Total Miles	Reimbursement Requested

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ATTACHMENT D: BEST PRACTICES: ACQUISITION, DEMOLITION, AND DEBRIS REMOVAL STIPULATIONS FOR HMGP PROJECTS

North Carolina, Hurricane Florence (2/20/2019)

General Approach to Minimize Impact to Soil:

o Major demolition activities, including placement of vehicles and equipment, must be confined to areas where soils have been previously disturbed as exemplified by surface grading and utility trenching.

o When vehicles or heavy equipment are not in use, they shall be staged on hard or firm surfaces. Paved surfaces, if available within the project site limits, shall be used to the fullest extent possible.

o Vehicles and heavy equipment must work from paved or hard surfaces to avoid soil compaction and/or sinking into soft soils. If necessary, use mud mats, access mats, or high traction construction mats (e.g., timber, rubber) when operating on soft soils.

o Whenever possible, use tracked vehicles to reduce soil disturbance and minimize soil compaction.

o Excavation and burial of debris on site is prohibited.

Activity Specific Guidelines:

o **Debris Removal**

- Avoid removal of trees. Instead cut trunks to ground level and leave root balls in place. Removal of uprooted trees and woody debris from historic landscapes, historic parks, undisturbed ground, and historic districts (but not along public rights-of-way) requires additional historic review. Removal of standing trees will require consultation with United States Fish and Wildlife Raleigh, NC office.

o **Demolition**

Foundation Removal

- Removal of all structure foundation and basement walls to at least one (1) foot below the finish grade of the site. Excavation will be limited to within two (2) feet of the foundation perimeter.

Slab/Driveway/Sidewalk Removal

- Limit excavation to private property: within one (1) foot of the slab/driveway/sidewalk perimeter, and not more than one (1) foot below the depth of the asphalt/concrete to minimize soil disturbance.

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Oil Tank Location/Removal

- Locate an underground storage tank (UST) (e.g., heating oil tank) using approved methods, which include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- The Applicant is required to close an abandoned UST by having it cleaned to remove residual materials (hazardous waste) and then backfilled with clean certified fill (e.g., dry sand, gravel, or concrete) or digging-up and removing the tank (removing any contaminated soil in the process). The contractor will limit potential soil disturbance that may include using smaller machines with two (2) foot wide buckets.

Septic Tanks

- In septic tank decommissioning, the tank shall be disconnected from the main drain of the house and any waste pumped out by tanker. The old tank is either completely removed or, if left in place, disinfected, several holes punched into the bottom, and tank filled using clean, suitable fill (sand, gravel, soil) and its cover and lid securely fastened. If removed, the contractor will limit potential soil disturbance and dispose of the old tank at a licensed or permitted waste disposal facility. The hole shall be filled with clean dirt, gravel or other acceptable material. The area must be graded and vegetative cover established.

o **Utility Lines**

- Abandoned utility lines (e.g., water, sewer, natural gas) shall be disconnected and capped to meet safety or local code requirements. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way is allowed to cap these service lines.

o **Cemetery Buffer Zone**

- Allow a 25 ft. buffer zone around cemeteries for all demolition projects.

Treatment of Unanticipated Discoveries:

o **Archaeological Materials/Human Remains**

- If human remains or archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) are uncovered during ground disturbing activities, work shall stop immediately in the vicinity of the discovery and all measures taken to avoid or minimize harm to the finds. The applicant will ensure that the archaeological discovery is secured in place, access to the sensitive area restricted, and all measures taken to avoid further disturbance. The applicant's contractor will immediately notify the applicant of the discovery, with the applicant contacting the Office of State Archaeology (OSA)/SHPO/THPO and FEMA within 24 hours of the discovery. The documentation will be used by the agencies only for identification purposes and not duplicated or shared (remain confidential in accordance with 36 CFR § 800.11(c)). Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO,

Tribes, and other consulting parties as necessary – whether the discovery warrants additional examination and how to proceed in accordance with 36 CFR § 800.
• If human remains are encountered during permitted activities, all work shall stop, and OSA/ SHPO/THPO and FEMA contacted immediately. In cases where human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representative(s), State Archaeologist and the Executive Director of the North Carolina Commission of Indian Affairs, and SHPO. Additionally, FEMA shall follow the guidelines outlined in the ACHP's "Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects" (February 23, 2007) and any State-specific policies that may be enforced.

Asbestos Abatement Requirements:

• An asbestos survey is required for each property to determine the presence of asbestos prior to conducting a Hazard Mitigation and/or Public Assistance Project.

• Could be financially prudent for sub-grantee to contract all surveys within their area to one contractor. This allows for seamless transition.

• Asbestos surveys can only be conducted by North Carolina accredited asbestos inspectors.

• All suspect friable and non-friable asbestos containing building materials (ACBM) must be tested for asbestos content. Any material having laboratory results greater than 1% asbestos is considered asbestos-containing.

• The notification form, DHHS 3768, "Asbestos Permit Application and Notification for Demolition/Renovation" is required to be submitted to the HHCU before renovation/demolition activities begin that would involve the removal of at least 160 square feet, 260 linear feet or 35 cubic feet of friable/regulated asbestos. This form is required ten working days before the renovation/demolition activity can begin. Even if no asbestos was identified during the asbestos survey, this form is still required ten working days before the demolition activity begins.

Asbestos Continued, Other Issues:

• Burning associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to any burning.**

• Salvaging associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to salvaging or deconstruction activities.**

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• Grinding associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited asbestos inspector and an approved notification form (DHHS-3768) will be required prior to any grinding or chipping activities.**

Lead Based Paint:

• The demolition contractor will be responsible for complying with the OSHA Lead in Construction Standard 1926.62 when demolishing homes damaged by Hurricane Florence.

FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with this "Best Practices" document. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.

FEMA, North Carolina Office of State Archaeology (OSA), State Historic Preservation Office (SHPO), and Tribal Historic Preservation Office (THPO) have agreed that the Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as "Best Practices: Acquisition, Demolition, and Debris Removal Stipulations for HMGP Projects," as part of FEMA Public Assistance and Hazard Mitigation Grant Program eligible activities.

AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND
HMGP STATE CENTRIC MODEL MANAGEMENT COSTS PROJECT FUND
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2022-2023

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The Grant Project is to establish to account for the management costs associated with HMGP State Centric Model projects.

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

REVENUES:

170-3670-433140	HMGP REVENUE - 4393-0026 HERITAGE DRIVE BATCH 1	$ 25,927
170-3671-433140	HMGPREVENUE-4393-0049R RIVERSTREET	13,048
	TOTAL REVENUES	$ 38,975

EXPENSES:

170-4440-519440	MANAGEMENT COSTS 4393-0026		$ 25,927
170-4440-519440	MANAGEMENT COSTS 4393-0049R		13,048
	TOTAL EXPENDITURES	$ 38,975	

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

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

Section 5. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 6. This ordinance shall become effective upon its adoption.

This the 3rd day of October, 2022.

_____
Chairman

Attest:

_____
Clerk

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Discussion

Presenter: Brian M. Alligood, County Manager

Agenda Title: Purchasing Policy Updates

Summary of Information: At a regular meeting on September 6, 2022, Commissioner Deatherage introduced an agenda item to consider changes to the County's purchasing policy. The Board agreed to hold the item in order to receive additional information and suggestions.

The County's original purchasing policy was revised and approved by the Board in June 2018 to include Federal Uniform Guidance to be complaint with federal loans and grants. The policy was again revised and approved by the Board in November 2018 after a detailed review and recommendations by the Finance Committee.

Since the September meeting, the current policy was distributed to the Board for its review and consideration of additional changes. The policy was also reviewed by the Purchasing Officer for any updates based on legislative changes. The following revisions were suggested:

Purchasing Officer:

1. Legislative Change: Increase the Federal Uniform Guidance micro-purchase threshold from $10,000 to $30,000.

Commissioner Deatherage (from 9/6/2022 agenda)

1. Open all public bids at public meeting and on camera.
2. Bid proposals shall not be prepared in any part by any subject bidder.
3. Advertisement of public bids must be broadcast widely to whatever extent is available; including but not limited to County website, and all local and regional media that requests publicly, or in writing, such public information of bid process.
4. In fairness to all bidders, and the public at large, many of whom are taxpaying constituents, the lowest qualified bid must be accepted unless the bid/bidder is disqualified for just cause. In the event of a relative tie bid, the bid would be awarded to the local bidder.

Commissioner Waters

1. County commissioners are not allowed to submit contract proposals. Existing contracts if elected to the board of commissioners are void upon being sworn into office.

Submitter Recommendations/Motions: Discussion only. Opportunity to provide additional information/direction to staff before item is brought back for consideration at future meeting.

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: 2022 NCACC Voting Delegate

Summary of Information: The NCACC Federal Legislative Conference Voting Session will be held on Thursday, November 17-18, 2022, in Raleigh, NC. Each County will be entitled to one vote on items that come before the membership.

NCACC is requesting the Beaufort County Board of Commissioners appoint one person as our delegate.

Submitter Recommendations/Motions: Nominate a voting delegate for the 2022 NCACC Conference.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: Chairman Frankie Waters

Agenda Title: FEMA Flood Way Discussion

Summary of Information: Chairman Waters would like to request a review of all flood way designated areas in Beaufort County, to include an actual field visit and revisit the numbers used in FEMA calculations.

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

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: Vice-Chairman Jerry Langley

Agenda Title: BHM Library Funding

Summary of Information: Vice-Chairman Langley is asking the Board to approve $100,000 of ARPA funding for the Beaufort, Hyde, Martin Library.

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

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Resolution to Suppress Illegal Drugs

Summary of Information: Commissioner Richardson is asking the Board to consider the attached resolution entitled "*Resolution to Suppress Illegal Drug Use*".

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

Attachments:
1. Resolution to Suppress Illegal Drug Use

RESOLUTION TO SUPPRESS ILLEGAL DRUG USE

WHEREAS; The illegal use of mind influencing drugs has become ubiquitous in our society; and

WHEREAS; The illegal use of mind-altering drugs has destroyed adults, families, and children, rendering their lives miserable and without the opportunity to live a free, wholesome, and profitable life; and

WHEREAS; The illegal use of mind-altering drugs has become oppressive to the welfare of society. The resultant law enforcement activities, childcare expense, medical expense, broken homes, legal expenses, productivity losses of all kinds, and all other manner of costs is now a burden on society, and

WHEREAS; American Christian society is slowly being destroyed by the ever-present use of illegal drugs.

THEREFORE, BE IT RESOLVED; the Beaufort County Board of Commissioners endorses efforts to bring justice to the profiteers of the illegal use of drugs by demanding the North Carolina State Legislature change the laws of the State so that anyone receiving compensation of any kind from the transfer of any quantity of illegal drugs from one person to any other person be sentenced to a minimum of 20 years in prison without opportunity for early release under any circumstances; and

BE IT FURTHER RESOLVED; the Legislature provide sufficient prison space to ensure that all sentenced time is actually served without exception.

Adopted this 3rd day of October, 2022.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioner

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Register of Deeds Retirement

Summary of Information: Commissioner Richardson requests the Board hold a discussion regarding the Register of Deeds upcoming vacancy.

Submitter Recommendations/Motions: Discussion only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: School Sales Tax Money Discussion

Summary of Information: Commissioner Richardson would like to hold a discussion on whether the $544,000 school sales tax money is an increase in spending for the 22/23 fiscal year.

Submitter Recommendations/Motions: Discussion only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

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:

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Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Jail Committee Discussion

Summary of Information: Commissioner Richardson would like to discuss if the Jail Committee is going beyond what it was asked to do.

Submitter Recommendations/Motions: Discussion only.

Attachments:

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Jail Committee Charter

The Jail Committee is charged with finding the best option for the County and its residents to resolve the Detention Center's issues. Specifically what can be done to alieve the issues associated with:

- Overcrowding
- Safety for inmates and staff
- Issues related to segregating the population

The Committee will be comprised of the following

- Three Board members – Frankie Waters, Jerry Langley and John Rebholz
- Three members of the public (Applications can come direct and be considered with Commissioner nominations)
    - One Southside – to be determined by allowing each Commissioner to nominate 1 person and voted upon by Board
    - One City of Washington – as appointed by City Council
    - One Northside outside the city– to be determined by allowing each Commissioner to nominate 1 person and voted upon by Board
- Three stakeholders
    - District Attorney
    - Member of Sheriff's office, preferably Lt. Bryan
    - One member of the judiciary (Judge Sermons or Judge Parker)

The committee will research and evaluate the current situation including:

- Sentencing and parole guidelines and if any options are available
- The practice of housing inmate in other facilities and the overall costs associated with that
- What are the laws and issues related to segregating the populations
- What are the safety concerns and options to resolve them
- Evaluate the financial costs of partnering with another neighboring county that either has excess facility or has a jail issue similar to ours
- Evaluate options to outsource the jail operation in total
- Evaluate what is needed/required in a new jail
- Financial impact of all options including doing nothing

The meetings will always be open to the public and minutes posted on the County website.

This Jail Committee Charter was adopted, in a five (5) to two (2) vote by the Beaufort County Board of County Commissioners of North Carolina on the 13th day of January, 2020.

Kathleen Mosher, CMC, NCCCC
Clerk to the Board of Commissioners

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Hospital Wait Times

Summary of Information: Commissioner Richardson would like to request a report from our representatives on the local Vidant Hospital Board about long wait times at the emergency room.

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

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Chocowinity Fraud Investigation

Summary of Information: Commissioner Richardson would like to have a discussion about the Chocowinity fraud investigation, specifically if Beaufort County has money involved.

Submitter Recommendations/Motions: Discussion only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

Agenda Section: Item for Decision

Presenter: Commissioner Stan Deatherage

Agenda Title: Resolution in Support of Defending the Southern Border, and the Delivery of Existing Illegal Migrants to Sanctuary Cities, Counties and States

Summary of Information: Commissioner Deatherage would like the Board to consider the attached resolution entitled: *Resolution in Support of Defending the Southern Border, and the Delivery of Existing Illegal Migrants to Sanctuary Cities, Counties and States.*

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

Attachments:

Resolution in Support of Defending the Southern Border, and the Delivery of Existing Illegal Migrants to Sanctuary Cities, Counties and States

Whereas, the Wide-Open Southern Border is inevitably the greatest lure for desperate migrants to brave the streaming danger within tropical jungles, the dry, barren ground of deserts laden with poisonous peril, and rivers swirling deep with currents of a drowning death to seek the promised better lives as the living, profitable pawns for human trafficking cartels, and ignoble politicians alike, and;

Whereas, once these migrants cross the sovereign borders of Border States, united, these vagabond migrants immediately become illegal trespassers upon a land once built by laws of a reasoned self-governed People, irrespective of whatever perceived promises offered by this current executive administration that now are proved to corruptly defy the Laws of this Land; United States codes that these Democratic Socialist Executives are also solemnly sworn to constitutionally execute and defend, and;

Whereas, this law-breaking Biden/Harris Administration's unnatural objectives to bring this Constitutional Republic to its societal knees by fomenting a political environment built upon the unstable foundation of their corrupt desire to enact the Dramatic Demographic Upheaval of this Representative Republic, which would, if left unchecked, destroy this Republic's Patriotic Promise to its best citizens, thereby creating an untenable society of questionable citizenry that cannot be sustained, and;

Whereas, within this Representative Republic, there still exists a dwindling constituency that favors the corrupt efforts of this lawless Bidden/Harris Administration, even to the point that they have created Sanctuary cities, counties, and states, where local sanctuary is immediately granted upon demand to these Illegal Migrants.

Therefore, Let It Be Resolved, Beaufort County's Commissioners do hereby still, and will always constitutionally support all laws defending our nation's sovereign borders to the fullest extent possible, and furthermore, should a local Sanctuary constituency remain in favor of the Lawless Biden/Harris Wide Open South Border policy, then those constituents, as dictated by their local laws and ordinances, should justly be rewarded the opportunity, by their legislated position of purpose, to welcome those transported Illegal Migrants into their respective Sanctuary cities, counties, and, or states.

Adopted this 3rd day of October, 2022.

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioner

_____
Kathleen Mosher
Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 10/3/2022

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: