

Beaufort County Board of Commissioners
Monday, November 7, 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
2. Supporting Operation Greenlight for Veterans – Brian Alligood, County Manager	5	5:45 PM
F) Public Comments	7	5:50 PM
G) Legislative Updates for Elected Officials	8	5:55 PM
H) Items for Consent		6:00 PM
1. Budget Amendment, Public Health – James Madson, Health Director	9	
2. Tax Department Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector	11	
3. Late Tax Relief Applications – Lloyd Salter, Tax Assessor	16	
4. Cooperative Extension Tractor Purchase – Rod Gurganus, Cooperative Ext Director	18	
5. Surplus, Register of Deeds – Jennifer Whitehurst, Register of Deeds	28	
6. Surplus, Sheriff's Office – Chief Deputy Rose, Sheriff's Office	29	
7. Surplus, Sheriff's Office – Chief Deputy Rose, Sheriff's Office	30	
8. Rivers East Workforce Development Board Appointment – Katie Mosher, Clerk to the Board	31	
9. Approval of Board of Commissioner Minutes – Katie Mosher, Clerk to the Board	34	
I) Item for Decision – Dr. Matthew Cheeseman, Superintendent		
1. Distribution Request for Public School Building repair and Renovation Fund Dr. Matthew Cheeseman, Superintendent	198	6:05 PM
J) Item for Discussion – Public Works		
1. Facilities Capital Projects Update – Christina Smith, Public Works Director	224	6:15 PM
K) Item for Decision – Sheriff's Office		
1. Purchase Order Approval – Chief Deputy Rose, Sheriff's Office	225	6:20 PM
2. Purchase Order Approval – Chief Deputy Rose, Sheriff's Office	227	6:25 PM
3. Vehicle Purchase Order Approval – Chief Deputy Rose, Sheriff's Office	229	6:30 PM
L) Item for Discussion – Finance Office		
1. Finance Report – Anita Radcliffe, Finance Officer	234	6:35 PM
M) Item for Discussion – Manager's Office		
1. Appointment to Fill Unexpired Term of Register of Deeds – Brian Alligood, County Manager	235	6:40 PM
2. Establishing Salary for New Register of Deeds – Brian Alligood, County Manager	238	6:50 PM
3. Request for Audit by Register of Deeds – Brian Alligood, County Manager	254	7:00 PM
4. FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence – Brian Alligood, County Manager	256	7:05 PM
5. "In God We Trust" Signage – Brian Alligood, County Manager	289	7:10 PM

Break		7:15 PM
N) Item for Discussion – Chairman Frankie Waters		
1. Apology to Dr. Loope, Beaufort Community College President – Chairman Waters	291	7:30 PM
O) Item for Decision – Commissioner John Rebholz		
1. Affordable Housing in Beaufort County – Commissioner Rebholz	295	7:35 PM
P) Item for Decision and Discussion – Commissioner Hood Richardson		
1. Statement Regarding Register of Deeds Appointment – Commissioner Richardson	296	7:40 PM
2. Vidant Emergency Room Report – Commissioner Richardson	297	7:45 PM
3. Jail Committee Update – Commissioner Richardson	298	7:50 PM
4. Jail Population Discussion – Commissioner Richardson	299	7:55 PM
5. Combating Drug Use in Beaufort County – Commissioner Richardson	300	8:00 PM
6. Illegal Immigrants in Beaufort County – Commissioner Richardson	301	8:05 PM
7. Chocowinity Fraud Investigation Update – Commissioner Richardson	302	8:10 PM
Q) Commissioners Comments	303	8:15 PM



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Conflict of Interest Disclosure Statement

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

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

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

Submitter Recommendations/Motions:

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Presentation

Presenter: Deloris 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.

<u>Name</u>	<u>Department</u>	<u>Years of Service</u>
Brittany Joseph	Health Department	5 Years
Jewel Brown	Social Services	10 Years
Dora Burgos	Health Department	20 Years

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Supporting Operation Green Light for Veterans

Summary of Information: America's counties have a long and proud history of serving our nation's veterans, a legacy that continues to this day as we work with our federal, state and local partners to ensure that the former service members in our communities have access to the resources they need to thrive.

This coming Veterans Day, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) invite the nation's 3,069 counties, parishes, and boroughs to join Operation Green Light and show support for veterans by lighting our buildings green from November 7 to November 13. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

Submitter Recommendations/Motions: Consider adopting the attached Operation Greenlight resolution.

Attachments:

1. Operation Greenlight Resolution

Resolution No. 2022-11-07-01
Supporting Operation Green Light for Veterans

WHEREAS, the residents of Beaufort County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces, and;

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens, and;

WHEREAS, Beaufort County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all, and;

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year, and;

WHEREAS, Approximately 200,000 service members transition to civilian communities annually, and;

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future, and;

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life, and;

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service, and;

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans, and;

WHEREAS, Beaufort County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted.

NOW, THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans County, Beaufort County hereby declares from November 7th through November 13th 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service, and;

THEREFORE, BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Beaufort County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Public Comments

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Name

Contact Information

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

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

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: 11/7/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Budget Amendment - Health Department

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

- \$125 Prevention Point Survey Funding
- \$30,000 NC Maternal Mental Health MATTERS (Making Access to Treatment, Evaluation, Resources, and Screening Better) 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: 11/07/22

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100600-461000	Health Misc Income	\$125	
105158-523900	HP Medical Supplies	\$125	
100211-445045	NC Matters State Revenue	\$30,000	
105163-538500	Maternal Health NC Matters	\$30,000	

Department Justification: Budget Amendment for Prevention Point Survey Funds and NC Maternal Mental Health Matters

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head	 James Madson (Oct 26, 2022 10:56 EDT)	Oct 26, 2022
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Topic: Item for Consent

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

Agenda Title: Tax Department Refunds Over \$100

Summary of Information: The Tax Department is seeking approval of the attached refunds that are over \$100.00.

Submitter Recommendations/Motions: Request for approval of refunds over \$100.

Attachments:

1. NCPTS refunds over \$100 9/21/22-10/23/22
2. September 2022 NCVTS refunds over \$100

Date run: 10/24/2022 9:44:28 AM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: ONHOLD

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

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction Finance	Ref	Refund Amount
888250	HATTIE GRAY GRAVES	1626 W BEAR GRASS RD WILLIAMSTON, NC 27892	Refund on Bill # 0009547352-2021- 2021-0000-00	DPCADJ	9/23/2022 7:00:09 PM		575.39
888405	ANNA MOORE BROWN	CORA ODELL LITTLE 317 GEROID ST EAST SPENCER, NC 28144	Refund on Bill # 0000021691-2022- 2022-0000-00	DPCADJ	9/26/2022 7:00:10 PM		207.38
889428	CURLEY GREENE	244 E 3RD STREET WASHINGTON, NC 27889	Refund on Bill # 0000026214-2022- 2022-0000-01	DPCADJ	10/3/2022 7:00:10 PM		126.21
							\$ 908.98



North Carolina Vehicle Tax System

SEPTEMBER NCVTS PENDING REFUNDS 2022

NCVTS Pending Refund report

Report Date 10/24/2022 9:38:37 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ALVAREZ, ERIK SHAWN	ALVAREZ, ERIK SHAWN		101 HODGES RD	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0064659232-2021-2021-0000-00	Vehicle Totalled	09/13/2022	G01	Tax	(\$91.04)	(\$4.56)	(\$95.60)
									F63	Tax	(\$5.97)	(\$0.30)	(\$6.27)
									E05	Tax	(\$5.10)	(\$0.25)	(\$5.35)
												Refund	\$107.22
CORDON, NICHOLAS RYAN	CORDON, NICHOLAS RYAN		755 PENINSULA DR	BATH, NC 27808	Adjustment >= \$100	Refund Generated due to adjustment on Bill #0068519751-2021-2021-0000	Situe error	09/23/2022	G01	Tax	\$0.00	\$0.00	\$0.00
									C01	Tax	(\$435.46)	\$0.00	(\$435.46)
									C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
									F63	Tax	\$33.69	\$0.00	\$33.69
									ER	Tax	\$41.08	\$0.00	\$41.08
												Refund	\$365.69
GURGANUS, CRYSTAL MARIE	GURGANUS, CRYSTAL MARIE	GURGANUS, SALLY HOLLIDAY	120 W 6TH ST	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0038078231-2021-2021-0000-00	Vehicle Sold	09/28/2022	G01	Tax	(\$56.81)	\$0.00	(\$56.81)
									C01	Tax	(\$48.18)	\$0.00	(\$48.18)
									C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
												Refund	\$104.99
WANG, VICTOR ANG-TA	WANG, VICTOR WANG-TA		105 CREEKVIEW LN	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0065392015-2021-2021-0000-00	Vehicle Sold	09/12/2022	G01	Tax	(\$100.19)	\$0.00	(\$100.19)
									F63	Tax	(\$6.57)	\$0.00	(\$6.57)
									E05	Tax	(\$5.61)	\$0.00	(\$5.61)
												Refund	\$112.37
TAYLOR, FERNIE TODD	TAYLOR, FERNIE TODD		609 E 6TH ST	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0060914435-2021-2021-0000-00	Vehicle Sold	09/01/2022	G01	Tax	(\$197.50)	\$0.00	(\$197.50)
									C01	Tax	(\$167.47)	\$0.00	(\$167.47)
									C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
												Refund	\$364.97
WASHINGTON HOUSING AUTHORITY	WASHINGTON HOUSING AUTHORITY		PO BOX 1046	WASHINGTON, NC 27889	Adjustment >= \$100	Refund Generated due to adjustment on Bill #0066382705-2021-2021-0000-00	Exempt Property	09/06/2022	G01	Tax	(\$184.25)	\$0.00	(\$184.25)
									C01	Tax	(\$156.24)	\$0.00	(\$156.24)
									C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
												Refund	\$345.49
WHITFORD, CHRISTOPHER RYAN	WHITFORD, CHRISTOPHER RYAN		PO BOX 1823	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0066055808-2021-2021-0000-00	Vehicle Sold	09/23/2022	G01	Tax	(\$264.78)	\$0.00	(\$264.78)
									F63	Tax	(\$17.37)	\$0.00	(\$17.37)
									E05	Tax	(\$14.83)	\$0.00	(\$14.83)
												Refund	\$296.98
												Refund Total	\$1697.71

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	Refund Amount (\$)
888365	MICHAEL DEAN ARNOLD	217 PERRY RD GRIMESLAND,NC 27837	Overpayment on Payment of CHECK on Bill # 0009524655-2021-2021-0000-00 of \$290.04	C9BEATB	290.04
888571	DAVID J LAND	PO BOX 2712 ELLICOTT CITY,MD 21041	Overpayment on Payment of CHECK on Bill # 0000037557-2022-2022-0000-00 of \$7.64	DPCLBX	7.64
888578	IGT GLOBAL SOLUTIONS CORP	10 MEMORIAL BLVD PROVIDENCE,RI 02903	Overpayment on Payment of CHECK on Bill # 0009531836-2022-2022-0000-00 of \$103.44	DPCLBX	103.44
888685	BETTY B RANDOLPH	127 WELLINGTON DRIVE WASHINGTON,NC 27889	Overpayment on Payment of CHECK on Bill # 0000050390-2021-2021-0000-00 of \$179.06	HACKLIN	179.06
888847	NEW VISION TRUST CFBO JAMES MCCABE IRA	32 OSPREY LN BATH,NC 27808	Overpayment on Payment of OTHER on Bill # 0000042183-2022-2022-0000-00 of \$229.12	WKINION	229.12
14 888922	JOHN ALTIZER	3121 CREGLER DR APEX,NC 27502	Overpayment on Payment of CHECK on Bill # 0009002168-2022-2022-0000-01 of \$123.53	HACKLIN	123.53
888979	JOSEPH HOWARD HARRIS	58 WALLS MILL RD AURORA,NC 27806	Overpayment on Payment of CHECK on Bill # 0009546235-2022-2022-0000-01 of \$308.25	DPCLBX	308.25
888929	CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF LATTER-DAY SAINTS	50 EAST NORTH TEMPLE SALT LAKE CITY,UT 84105	Overpayment on Payment of CHECK on Bill # 0000000819-2022-2022-0000-00 of \$429.60	DPCLBX	429.60
889974	WILLIAM M DOTSON	2334 TAR LANDING ROAD WILLIAMSTON,NC 27892	Overpayment on Payment of CHECK on Bill # 0000020786-2022-2022-0000-00 of \$235.62	DPCLBX	235.62
891114	JAMES ERVIN THOMPSON	1476 HORSE PEN SWAMP RD WASHINGTON,NC 27889	Overpayment on Payment of OTHER on Bill # 0009545227-2022-2022-0000-00 of \$250.00	WKINION	250.00
891302	LESTER SPENCER	DEBORAH BRATHWAITE 2903 BEACH CHANNEL DR FAR ROCKAWAY,NY 11691	Overpayment on Payment of OTHER on Bill # 0000047440-2022-2022-0000-00 of \$102.79	C9BEATB	102.79
891943	MARY C GURLEY	1444 IDALIA ROAD AURORA,NC 27806	Overpayment on Payment of OTHER on Bill # 0000034725-2022-2022-0000-00 of \$175.00	WKINION	175.00
892156	KATHRYN L MORTON	658 WHITE HORSE DR GREENVILLE,NC 27834	Overpayment on Payment of CHECK on Bill # 0000029644-2022-2022-0000-00 of \$1,243.92	DPCLBX	1,243.92

892459	WOODROW T FULCHER	106 SUSQUEHANNA CIRCLE CHOCOWINITY, NC 27817	Overpayment on Payment of CHECK on Bill # 0000009810-2022-2022-0000-00 of \$2,318.70	DPCLBX	2,318.70
Total					



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Topic: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Late Tax Relief Applications

Summary of Information: The Tax Assessor is requesting approval of the attached late applications for tax relief.

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

Attachments:

1. Late Tax Relief Applications

2022 LATE FILINGS FOR EXEMPTIONS**NOVEMBER MEETING**

NAME	DATE FILED	QUALIFY	TYPE OF APPLICANT	ADDRESS
CHRISTINA CADLE	10/14/2022	YES	ELDERLY	283 GRASSY RIDGE RD.
THOMAS MITCHELL	08/29/2022	YES	DISABLED VETERAN	109 NEWPORT COURT
MARVIN RUFFIN	08/29/2022	YES	ELDERLY	332 W 7 TH STREET
JOHNNY MCCULLOUGH	08/29/2022	YES	ELDERLY	244 E 3 RD STREET



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Consent

Presenter: Rod Gurganus, Cooperative Ext Director

Agenda Title: Cooperative Extension Tractor Purchase

Summary of Information: The Beaufort County Commissioners approved \$64,000 in the 2022-2023 Budget to replace an aging 1993 model tractor.

Another \$10,000 has been raised through a grant from the Tri-County Telephone Foundation.

The money raised within the county (\$74,000 total) was not enough to purchase the appropriate size tractor needed to safely operate our planter and other equipment needed for on-farm testing and demonstration activities, so North Carolina State University (NCSU) Extension Administration agreed to provide the additional funding needed to complete the purchase of a larger tractor. They have agreed to partner with the county by providing \$67,656.78 to complete the purchase.

The funding from NCSU will be sent to Beaufort County, allowing the county to complete the purchase of the tractor, and be listed as the owner.

The tractor we are purchasing is on the North Carolina State Government Contract, and the purchase is being made locally through Quality Equipment, the local John Deere Dealer. They have informed us that the tractor needs to be ordered ASAP in order to assure delivery before planting season in 2023 (early April). To do this, they require a purchase order or letter of intent to purchase to be attached to the order for the tractor.

Submitter Recommendations/Motions: Staff recommends approving the purchase order.

Attachments:

N.C. Cooperative Extension
120 Patterson Hall
2501 Founders Drive
P.O. Box 7602
City, NC 27695



November 2, 2022

Dear Rod and concerned others,

I am pleased that we (NC State Cooperative Extension) will be able to collaborate on the purchase of the John Deere tractor that you have identified as a need. According to the quote you sent, the total for the tractor is \$141,656.78. Your team has done a great job in securing funding in the amount of \$74,000 which leaves a balance of \$67,656.78. We are committing to cover that balance and look forward to the great impact that this will have on communities in our area.

Please keep Sean Munday, director of the CALS business office, in the loop as this moves forward.

Kind regards,

A handwritten signature in black ink, appearing to read "C. Dale Monks", written in a cursive style.

C. Dale Monks, Ph.D.
Associate Director, ANR & CRD
NC State Extension
Emeritus Professor, Auburn University





Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Chris Silverthorne

Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889

Tel: 252-946-0267

Fax: 252-946-0267

Email: csilverthorne@qualityequip.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889
252-946-0267
Washington@qualityequip.com

Quote Summary

Prepared For:

Rod Gurganus
BEAUFORT COUNTY
Rod Gurganus
132 W 2ND ST
WASHINGTON, NC 27889
Home : 252-943-5832
rod_gurganus@ncsu.edu

Delivering Dealer:

Quality Equipment, LLC
Chris Silverthorne
7145 Us Highway 17 N
Washington, NC 27889
Phone: 252-946-0267
csilverthorne@qualityequip.com

Quote ID: 27427208

Created On: 13 September 2022

Last Modified On: 31 October 2022

Expiration Date: 30 November 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6110M Cab Tractor	\$ 142,945.00	\$ 105,779.30 X	1 =	\$ 105,779.30
Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22) Price Effective Date: November 1, 2020				
JOHN DEERE 600R Standard Farm Loader	\$ 12,404.00	\$ 9,178.96 X	1 =	\$ 9,178.96
Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22) Price Effective Date: September 21, 2022				
JOHN DEERE StarFire™ 6000 Receiver	\$ 8,945.00	\$ 8,676.65 X	1 =	\$ 8,676.65
Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22) Price Effective Date: September 21, 2022				
JOHN DEERE John Deere 4640 Universal Display	\$ 9,345.00	\$ 9,064.65 X	1 =	\$ 9,064.65
Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22) Price Effective Date: September 21, 2022				
Equipment Total				\$ 132,699.56

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 132,699.56

Salesperson : X _____

Accepted By : X _____



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889
252-946-0267
Washington@qualityequip.com

Trade In	
SubTotal	\$ 132,699.56
Sales Tax - (6.75%)	\$ 8,957.22
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 141,656.78
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 141,656.78

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 27427208

Customer Name: BEAUFORT COUNTY

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889
252-946-0267
Washington@qualityequip.com

JOHN DEERE 6110M Cab Tractor

Hours:

Stock Number:

Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG
22)

Price Effective Date: November 1, 2020

Suggested List *

\$ 142,945.00

Selling Price *

\$ 105,779.30

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4227L	6110M Cab Tractor	1	\$ 109,689.00	26.00	\$ 28,519.14	\$ 81,169.86	\$ 81,169.86
Standard Options - Per Unit							
183E	JDLink™ Modem	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
874B	Alternator 14 V/210 A	1	\$ 314.00	26.00	\$ 81.64	\$ 232.36	\$ 232.36
1554	AutoPowr™ Infinitely Variable Transmission (IVT™) - 40 km/h	1	\$ 10,712.00	26.00	\$ 2,785.12	\$ 7,926.88	\$ 7,926.88
1756	AutoTrac™ Ready	1	\$ 4,618.00	26.00	\$ 1,200.68	\$ 3,417.32	\$ 3,417.32
1950	Less Application	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2042	6M Cab - Standard Cab with CommandARM™	1	\$ 2,983.00	26.00	\$ 775.58	\$ 2,207.42	\$ 2,207.42
2142	Standard Seat	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2665	Standard Radio	1	\$ 354.00	26.00	\$ 92.04	\$ 261.96	\$ 261.96
3223	Hydraulic Pump - 114 l/min	1	\$ 1,917.00	26.00	\$ 498.42	\$ 1,418.58	\$ 1,418.58
3340	3 Electronic SCVs (450 Series)	1	\$ 3,910.00	26.00	\$ 1,016.60	\$ 2,893.40	\$ 2,893.40
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4113	Draft Links with Hook End - Category 3N / Category 3	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4213	Center Link with Ball End - Category 3	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00



Selling Equipment

Quote Id: 27427208 Customer Name: BEAUFORT COUNTY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889
252-946-0267
Washington@qualityequip.com

5040	R&P Rear Axle 79 mm (3.11 in.) x 2550 mm (100.4 in.)	1	\$ 2,750.00	26.00	\$ 715.00	\$ 2,035.00	\$ 2,035.00
5091	Cast Wheels (Cast Disk)	1	\$ 189.00	26.00	\$ 49.14	\$ 139.86	\$ 139.86
5202	Rear Wheels Size 420/85R34	1	\$ -408.00	26.00	\$ -106.08	\$ -301.92	\$ -301.92
5999	Rear and Front Tire Brand - No preference	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	4WD Front Axle - Unsuspended	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6210	Front Wheels Size 340/85R24	1	\$ 102.00	26.00	\$ 26.52	\$ 75.48	\$ 75.48
7702	Shipment Preparation - by Ship Overseas	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
8725	Beacon Light	1	\$ 236.00	26.00	\$ 61.36	\$ 174.64	\$ 174.64
8931	E-SCV 3F (Electrical Midstack Valve, 3 Functions)	1	\$ 5,579.00	26.00	\$ 1,450.54	\$ 4,128.46	\$ 4,128.46
Standard Options Total			\$ 33,256.00		\$ 8,646.56	\$ 24,609.44	\$ 24,609.44
Technology Options/Non-Contract/Open Market							
1801	No AutoTrac™ Package	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 142,945.00		\$ 37,165.70	\$ 105,779.30	\$ 105,779.30

JOHN DEERE 600R Standard Farm Loader

Equipment Notes:

Hours:

Stock Number:

Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22)

Price Effective Date: September 21, 2022

Suggested List *

\$ 12,404.00

Selling Price *

\$ 9,178.96

* Price per item - includes Fees and Non-contract items



Selling Equipment

Quote Id: 27427208 Customer Name: BEAUFORT COUNTY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889
252-946-0267
Washington@qualityequip.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0BHBP	600R Standard Farm Loader	1	\$ 11,342.00	26.00	\$ 2,948.92	\$ 8,393.08	\$ 8,393.08
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0962	6R/6M Small-Frame and 6X30/Premium Field Installed Loader	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1615	Mounting Frame	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2613	600R Non Self-Leveling (NSL) Farm Loader Three-Function	1	\$ 398.00	26.00	\$ 103.48	\$ 294.52	\$ 294.52
3627	Three-function Hoses and Parts	1	\$ 338.00	26.00	\$ 87.88	\$ 250.12	\$ 250.12
4617	Three-Function Single-Point Hydraulic Connection	1	\$ 354.00	26.00	\$ 92.04	\$ 261.96	\$ 261.96
5615	Hood Guard	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6995	Less Ballast Box	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
8220	2150-mm (85-in.) Global Materials Bucket	1	\$ -28.00	26.00	\$ -7.28	\$ -20.72	\$ -20.72
Standard Options Total			\$ 1,062.00		\$ 276.12	\$ 785.88	\$ 785.88
Total Selling Price			\$ 12,404.00		\$ 3,225.04	\$ 9,178.96	\$ 9,178.96

JOHN DEERE StarFire™ 6000 Receiver

Equipment Notes:

Hours:

Stock Number:

Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22)

Price Effective Date: September 21, 2022

Suggested List *

\$ 8,945.00

Selling Price *

\$ 8,676.65

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0908PC	StarFire™ 6000 Receiver	1	\$ 3,895.00	3.00	\$ 116.85	\$ 3,778.15	\$ 3,778.15
Standard Options - Per Unit							



Selling Equipment

Quote Id: 27427208

Customer Name: BEAUFORT COUNTY

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Quality Equipment, LLC
7145 Us Highway 17 N
Washington, NC 27889
252-946-0267
Washington@qualityequip.com

0409	English	1	\$ 0.00	3.00	\$ 0.00	\$ 0.00	\$ 0.00
2013	StarFire 6000 SF3 Ready Activation with 1 Year SF3 Subscription	1	\$ 5,050.00	3.00	\$ 151.50	\$ 4,898.50	\$ 4,898.50
Standard Options Total			\$ 5,050.00		\$ 151.50	\$ 4,898.50	\$ 4,898.50
Total Selling Price			\$ 8,945.00		\$ 268.35	\$ 8,676.65	\$ 8,676.65

JOHN DEERE John Deere 4640 Universal Display

Equipment Notes:

Hours:

Stock Number:

Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG
22)

Suggested List *

\$ 9,345.00

Selling Price *

\$ 9,064.65

Price Effective Date: September 21, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
070FPC	John Deere 4640 Universal Display	1	\$ 8,495.00	3.00	\$ 254.85	\$ 8,240.15	\$ 8,240.15
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	3.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	3.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Gen 4 4640 AutoTrac Activation	1	\$ 0.00	3.00	\$ 0.00	\$ 0.00	\$ 0.00
6208	4640 Premium Subscription 3.0 - 1 Year	1	\$ 850.00	3.00	\$ 25.50	\$ 824.50	\$ 824.50
Standard Options Total			\$ 850.00		\$ 25.50	\$ 824.50	\$ 824.50
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 9,345.00		\$ 280.35	\$ 9,064.65	\$ 9,064.65

Budget Amendment Request

Date of Request: 11/7/22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0213-433017	NC STATE GRANT - TRACTOR	67,657	
10-0600-433280	CONTRIBUTION – COOP EXT.	10,000	
10-4950-551000	CAPITAL OUTLAY - EQUIPMENT	77,657	

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: 11/7/2022

Agenda Section: Item for Consent

Presenter: Jennifer Whitehurst, Register of Deeds

Agenda Title: Surplus - Register of Deeds

Summary of Information: The Register of Deeds is requesting to surplus the following items:

<u>Item</u>	<u>Serial Number</u>
Dell Server E095	00168-272-718-613
Dell Server E095	00168-272-032-059
HP LaserJet P3015	VNBCB5M4C9
HP LaserJet P4015n	CNDY910745
HP Enterprise M608	JPBCN4FiBV
HP Model M606	CNBCH7FIXC
Brother Fax Machine 4750e	U60283A3J948807

Submitter Recommendations/Motions: Staff recommends approval of the surplus items.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11-07-2022

Agenda Section: Item for Consent

Presenter: Chief Deputy Rose, Sheriff's Office

Agenda Title: Surplus/Retire -Sheriff

Summary of Information: Surplus/retire one "Sheriff" badge and surplus/retire one "Lieutenant" badge along with two service handguns. Sheriff Ernie Coleman and Lieutenant Jim Vanlandingham are retiring from the Beaufort County Sheriff's Office effective December 01, 2022. Please see the requested items for surplus below:

One Springfield Armory EMP 9MM, serial number: 3960
One gold "Sheriff" badge
One gold "Lieutenant" badge
One Smith & Wesson M&P 9MM, serial number: NCY8171

Submitter Recommendations/Motions: Approve items

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Consent

Presenter: Chief Deputy Rose, Sheriff's Office

Agenda Title: Surplus - Sheriff's Office

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

Vehicle – 3211: 2015 Dodge Charger: VIN: 2C3CDXATXFH817505: Mileage 156,055

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

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Consent
Presenter: Katie Mosher, Clerk to the Board
Agenda Title: Workforce Development Appointment

Summary of Information: The Rivers East Workforce Development Board is recommending Mr. Jerry Townsend of Pamlico Yacht Works to fill a vacant private sector seat on their Board. This would be for a two-year term, ending June 30, 2024.

Submitter Recommendations/Motions: Staff recommends appointing Jerry Townsend to the Workforce Development Board for a two-year term.

Attachments:

STATEMENT OF INTEREST TO SERVE

If you are a Beaufort County resident and would like to volunteer your time and expertise to your community, please complete and return to:

Beaufort County Board of Commissioners
C/O Katie Mosher, Clerk to the Board
121 W 3rd Street
Washington, NC 27889

Please list in order of preference the boards or commissions for which you would be willing to serve:

1. Rivers East Workforce Development Board 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: Jerry D. Townsend Sex: Male
Residence Address: 107 Harbour Way Race: Caucasian
City and Zip Code: Washington, NC 27889

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

Home Phone No.: (252)623-1969
Cell Phone No.: (704)881-4349
Work Phone No.: (252)664-6001
Fax No.: N/A

Employer: Pamlico Yachtworks, LLC
Job Title: Training & Development Manager

E-mail Address: jerryt@pamlicoyachtworks.com

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

Educational Background:

Name of High School Attended: Fred T. Foard H.S., Newton, NC 28658
Name of College Attended: Ashford University, Clinton, IA 52732
Degree Received: BA Organizational Management

Please list any military experience: Master Sergeant (Retired) United States Army (Served 27 years)

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

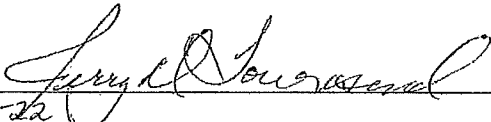
Commander, NCVFW Post 6088, Washington, NC 27889

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

Work Experience: Pamlico Yachtworks, LLC
EDSI, Inc.
State of North Carolina
United States Army

Volunteer Experience: Awarded Military Outstanding Volunteer Service Medal (U.S. Army, 2016)
Community Home Care & Hospice (Volunteer 2004-2008, Washington, NC)

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

Signature: 

Date: 10-31-22

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

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

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



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

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 October 3, 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:

The Beaufort County Board of Commissioner met in regular session Monday, October 3, 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 Randy Walker
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson

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. He explained that three of the Commissioners were not present tonight due to personal issues.

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

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

Conflict of Interest Statement

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

No one spoke.

Approval of Agenda

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

Service Award Presentation

Ms. Deloris Creasman said we have three Beaufort County employees I'd like to acknowledge tonight for their service to Beaufort County and they could not be here tonight. She said our first employee is Jennifer Taylor in our Register of Deeds office and she has five years of service. She said we have Randy Moore with our Public Works section, and he has ten years of service, and we have Lisa Gibbs with the Department of Social Services with fifteen years of service. She said congratulations to those employees.

Chairman Waters said thank you and would you express our thanks and appreciation to them.

Public Comments

Ms. Carla Viegra said thank you for hearing me out. She said I had debated speaking to you on this subject. She said ultimately I have decided between my family, community, and my job. She said I understand that speaking you today could be a political hot spot and could cost me my job, so I want you guys to understand that. She said I'm speaking out because I want to leave a world to my kids that they know standing up and doing right, no matter what the cost is, is worth it. She said I want them to understand that, I want them to be of good moral character. She said I want to speak to you guys today

about the noise ordinance. She said recently we had a propane cannon set up on our road. She said our road is approximately one mile long. She said the propane cannon started firing around 6:30 PM. She said the cannon continued firing every four minutes over a 24-hour period. She said all through the night and all through the next day. She said that figures to roughly 13.33 times per hour, roughly 320 times in a 24-hour period. She said that's enough to keep kids up, to keep adults up, to get farm animals riled up, to scare dogs, to scare cats and to traumatize everyone in the community. She said the cannon fired all night and there's over 40 occupants on our roads, in the houses. She said the cannon was set up in close proximity to a house and the owners of that house are here tonight. She said the owner of the house has a dog that is absolutely petrified of gun fire. She said this dog would not come out of its kennel at all, it had to be carried outside and did not use the bathroom for over 24 hours from the amount of trauma this dog suffered. She said that night, there is also a veteran that is present tonight that has been diagnosed with PTSD, he was triggered from the massive amounts of fire that was coming through our house continually, all night. She said I have a child that's in Early College. She said this child put earbuds in with headphones over her head so she could try to do her schoolwork in her bedroom. She said we had an A/C unit running as well as a television, trying to drown the noise out. She said keep in mind our house is ¼ mile from the location of the cannon. She said she cried herself to sleep that night from fear that she was not able to get her work done and infants were woken up, as well as other school age children. She said I have a ten-year-old that had earbuds and headphones on her head when she tried going to sleep. She said both of my kids have medical issues that causes sensory issues so loud noises cause problems for them. She said there's elderly on our road that have hearing devices, with the devices not in their ears they could hear this noise. She said farm animals cried all night from this noise because they were outside, they were in the brunt of it, as well as the domestic animals we had crying that night. She said please consider, when you do this noise ordinance, the residents. She said not only in the city but also in the County. She said even though we're rural we still suffer, we still have to get up and go to work, we still have kids that have to go to school. She said I am proposing that in the new noise ordinance that there be a time limit on when this noise can be played. She said I understand we're trying to have a compromise but let's make a time limit so it can't be all night to keep people up. She said let's have no exemptions and everyone is subject to the same law. She said not to have anyone set above, everyone the same. She said no propane cannons within ten residences because that night everybody in a five-mile area could hear that echoing through because we live on the water, and it travels. She said loud and disturbing noises to cover all noises, not just automobiles, bikes, speakers, or anything of that nature, to cover all, because one of the things we were told is that it had to be a device, an amplifying device. She said a propane cannon builds up, you turn the nozzle on, and it builds up and fires every time it gets to a certain pressure. She said I ask you to please take into consideration, we have a large section of our community here tonight, we all live on this one small road. She said we all understand that there are people who need to make noise overnight. She said we are okay with that, but we ask that people be respectful. She said show us the respect that we show them. She said we do not go to their houses and do this kind of stuff; we ask that they would do the same.

Mr. Bruce Gray said as you all know I've been fighting or turning in an organization of human trafficking of women and children here in Beaufort County. He said I've been trying to get an investigation going, I've been threatened by the Sheriff's Department, several Sheriff's. He said I've been told that my child wasn't even rapped at eleven years old, and I've been told that it was only prostitution by a Sheriff. He said I've been assigned a sheriff, Deputy Chief Charlie Rose, to help me with this investigation and I've responded, he let me know that the people in his department said that I was lying and I'm saying that they are. He said I propose that we do a polygraph test to get to who is lying and who is not. He said that's what I suggested. He said I can't get him to respond to me anymore, this is the one that they assigned to me, and I can't get him to respond to me. He said that's where we are on that part of the investigation, still not being able to get anything done. He said so my next question was to the, we propose maybe trying to get a new investigation and you all helping with that. He said four of you decided voting against helping children, helping get an investigation going to help children out of sex abuse and sex trafficking. He said I don't know what's more important on your agenda then helping Beaufort County children out of sex trafficking. He said that's where we're at.

Legislative Updates

No elected officials were present.

Items for Consent

1. Budget Amendment, Health Department – James Madson, Health Director
2. FY23 Fee Revision – James Madson, Health Director
3. Purchase Order Carry Forward – Anita Radcliffe, Finance Officer

4. Budget Amendment, Finance – Anita Radcliffe, Finance Officer
5. Opioid Settlement Fund Project Ordinance – Anita Radcliffe, Finance Officer
6. Surplus, Health Department – James Madson, Health Director
7. Surplus, Public Works – Christina Smith, Public Works
8. Surplus, Sheriff's Office – Lt. Kelly J. Cox, Sheriff's Office
9. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
10. Late Tax Relief Applications – Lloyd Salter, Tax Assessor
11. Approval of Board of Commissioners Minutes – Katie Mosher, Clerk to the Board

Commissioner Richardson said I'd like to pull items 3, 4 and 8 for further discussion.

Chairman Waters said okay, any others.

Commissioner Richardson said that's it.

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

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 1

Request for Tax Funds

Dr. Cheeseman said we're here this evening to specifically ask to request the tax funds which are approximately \$544,973 that the Board of Education would like to use towards a capital funding project. He said specifically some of the items that they may like to use the funding on would be the Bath Elementary Gymnasium roof repair. He said it's an envelope issue that they've had at the school for many years. He said also potentially enclosing the walkway between the 500 and 600 walkway which would be very helpful for safety and security at the school. He said if the money were to carry us further we would look at roofing repairs at Eastern Elementary School and also safety and security locking mechanisms for some of the pods at our schools. He said if the money carried us further we'd do concrete repair at Washington High School, that's another project but we do believe the roof envelope repair at Bath Elementary School would be, in total, about \$550,000 for such a repair so we're asking for access to this money, the \$544,973. He said I believe that was the last number I had, it might be a little bit different but I'm asking for your permission and guidance to accept that money on behalf of the Board of Education.

Commissioner Richardson said I have some questions. He said what was your capital budget that was just approved for the year we're in.

Dr. Cheeseman said \$1.675 million. He said it was an increase of approximately \$550,000 from the last three years of \$1.195 million.

Commissioner Richardson said okay so we've already increased it by that amount. He said is this money in addition to the \$1.675.

Dr. Cheeseman said no sir. He said it's my understanding, under general statute, this is sales tax money that comes different from your decision making around capital funding.

Commissioner Richardson said I have a question of the Finance Officer. He said that is, we take part of this money that we get from sales taxes, and we apply it to your capital cost by paying the mortgage that people have on County property. He said is that correct.

Dr. Cheeseman said that's my understanding, yes.

Commissioner Richardson said why, please explain to me why this is different.

Dr. Cheeseman said I can't explain why this is different. He said I'll rely on the County Manager and the Finance Officer to explain that.

Ms. Radcliffe said it's not different Commissioner Richardson. She said the debt service payments on the schools, that was taken into consideration on the calculations when I was calculating the percentage that is owed to the school for the restricted Article 40 and 42 sales tax, as opposed to what we paid out for them for debt service payments on the schools and the cash capital that we gave them.

Commissioner Richardson said let's see now, we used the tax, sales tax money to pay off the mortgage right.

Ms. Radcliffe said part of it.

Commissioner Richardson said I still don't understand why, does the state law say that this capital is in addition to whatever the Commissioners budget.

Ms. Radcliffe said the state law says that we have to give the schools 30% of our distributions for Article 40 and 60% of distributions for Article 42 so in September when I knew what all the distributions were for fiscal year 21/22 I was able to take the total distributions for Article 40, multiply that by 40%, I took the Article 42 distributions, multiplied that by 60%, added those two numbers and that's to total we had to give the schools, statutorily for capital. She said then I looked at what we paid out for them last year and there was a shortage of \$547,000 and change.

Commissioner Richardson said it just happened to be exactly what the sales tax number was, right.

Ms. Radcliffe said I don't know what you're asking.

Commissioner Richardson said it's within a few hundred dollars. He said he's asking for \$540,000 and you just told me there was shortage last year of \$540,000.

Ms. Radcliffe said no, he's asking for, he said approximately \$547,000. She said he's seen the meetings where I've presented the numbers to you. She said it's \$547,000.

Commissioner Richardson said does the state law specifically say that we have to give this money in addition to what the Commissioners budget.

Ms. Radcliffe said for capital, yes.

Commissioner Richardson said it says in addition to the budget, this is in addition to the budget, it says that.

Ms. Radcliffe said well we underbudgeted it so yes.

Commissioner Richardson said no, we didn't underbudget it, it's whatever the budget says it was. He said how do you underbudget. He said by definition you cannot underbudget

Ms. Radcliffe said because we did an allocation of \$1.1 million to them in fiscal year 21/22. She said when the sales tax came in and the calculations were done we owed them \$1.6 million.

Commissioner Richardson said we owe them \$1.6 million, why do we have this break, one year it was \$1.6 million we owed them and this year it's \$544,000 that we owe them.

Ms. Radcliffe said that's the difference, the difference between the \$1.6 million and the \$1.1 million is the \$544,000 we owe them. She said we already paid them the \$1.1 million.

Commissioner Richardson said was that what the budget said for the last fiscal year or did the Commissioners vote to pay them that amount of money during the last fiscal year, the \$1.1 million.

Ms. Radcliffe said yes.

Commissioner Richardson said so why do we owe them more money if that's what we budgeted.

Ms. Radcliffe said because we are statutorily required to give them certain percentages of our sales tax revenue from the State and, as I've been standing up here telling you every month, our sales tax is through the roof.

Commissioner Richardson said just because we have a lot of money don't mean we have to spend it.

Ms. Radcliffe said the law says we have to give it to them.

Commissioner Richardson said we've got two different things happening here. He said when it comes to the operating budget or whatever you call it, we can use this tax money to pay their debt as a capital, but we cannot apply this money to what we budgeted to pay them. He said so what you're doing is your actually increasing their budget without a vote of the Commissioners.

Ms. Radcliffe said no, the Commissioners voted on it, I believe you were out that meeting. She said I presented this information to the Commissioners at the July meeting with a \$547,000 budget amendment and it was approved by this board.

Commissioner Richardson said to be escrowed into a special account to be used later by the school board.

Ms. Radcliffe said yes, which is allowable by state statute. She said we had two options, we could write them a check directly for the \$547,000 or we could have held it in a reserve capital fund for them and have them come and request it later, and that's what he's chosen to do.

Commissioner Richardson said it doesn't make sense to me that we've got one scheme one day to use the money and we've got another scheme the next day to use them money. He said you have increased, staff, I'm saying you, the staff, you have increased the school budget by subterfuge. He said that money could be used by the Commissioners to be applied to their capital budget to be budgeted. He said the state does not have the have the authority to come in and increase our budget but you're telling me that they do and by the way, I have to talked to your accountant that sent me the letter, but you know, she hasn't gotten back to me for some reason.

Mr. Alligood said let's be clear, in the sales tax legislation, and local governments are creatures of the General Assembly, we are bound to do what the General Assembly tells us to do. He said in the legislation that enacted those sales taxes there are certain percentages that we are required to give to their school system for their capital funding. He said that money was approved by this Board and set aside. He said the superintendent is coming back now, asking you for that money so the Board now has the opportunity to say yes, we'll appropriate that funding, or we will continue to hold it in escrow until some other time, but it has to be spent on capital, and, as we talked about, sales tax is through the roof, so the numbers are up. He said we've done a really good job on paying down our debt so the money that we used to use to pay down debt we don't have as much to pay anymore so more of that money, by statute, has to go to the school system. He said they've made a good case, why would you not give them money when they have school capital needs.

Commissioner Richardson said they always have school capital needs. He said I've been on this Board 26 years and they always have more capital needs. He said it would take a billionaire to fund their capital needs so there's nothing new about that. He said so why don't we just write them a check for the \$3 million or so of the other tax money that we get from the sales tax, why don't we write them a check for that too. He said we're playing two different games going on here so tell me why we don't write them a check for that.

Ms. Radcliffe said there's nothing stopping this Board from voting to give the schools \$3 million tonight. She said you can always give over and above what the law requires. She said we're simply following the law when we do this calculation and appropriate the \$547,000 that belongs to the schools. She said it was never County money to begin with.

Commissioner Richardson said yes it was.

Ms. Radcliffe said its sales tax dollars from the state that they say has to go to the Schools.

Commissioner Richardson said that may be true but why are we using part of the money against the school's debt and paying the schools debt with that and why are we using the rest of the money to increase the school's budget by subterfuge.

Mr. Alligood said there's no subterfuge. He said we're allowed to use, I would think you would want to use capital funds to pay off debt service, that would just make sense. He said we've done that, or you've done that with your capital money.

He said every county in North Carolina does that, use their capital money to pay off school debt. He said the additional funds are available to the schools for capital, it has to go to them. He said the statute requires that the go to them.

Commissioner Richardson said I'm going to try one more thing and then I'm done because this is accounting mumbo jumbo, and its subterfuge for the purpose of raising the money they get. He said it didn't pass through the Commissioners; the Commissioners didn't approve it other than this subterfuge. He said we do a budget and there's a lot of harping and a lot of lists in there about revenues and revenue comes from everywhere and these funds are listed in those revenues when we do the budget.

Chairman Waters said we have two other Commissioners with questions or comments.

Commissioner Richardson said would you mind me the courtesy of doing the publics service.

Chairman Waters said I thought you were finished.

Commissioner Richardson said no, I am not.

Chairman Waters said we'll give you one more minute.

Commissioner Richardson said well you're going to gimme, gimme, gimme, I'm doing the publics service here, if that's what you want to cut off then that's fine.

Chairman Waters said we've got other Commissioners with comments.

Commissioner Richardson said well of course, they can be here at 12:00 AM if they want to be here. He said we harp on this; we list these funds on the revenue side of the budget and then you tell us the budget has to balance.

Ms. Radcliffe said it does.

Commissioner Richardson said well this money wasn't in there, was it.

Mr. Alligood said again, we'll go back to what we've explained before. He said the sales tax revenues are three months delayed, we get those three months after. He said so if you will recall, and this Board understands that we don't know what that final sales tax number is until September because we get it three months delayed from the state. He said once we know what that number is we can do the calculations. He said we make an estimate off of it, we make a budget estimate off of what we think it might be but we're not perfect on what it is.

Commissioner Richardson said oh, so it is in the budget.

Mr. Alligood said let me finish.

Commissioner Richardson said oh yeah, I'll be glad too, you're saying a lot of what I like hearing.

Mr. Alligood said exactly, we make a budget estimate based on what we think the sales tax are going to be, as you well know, everybody in the State of North Carolina, when Covid came, thought, and we were advised by both the federal side and the state side, look out, your sales taxes are going to collapse, they're just going to collapse because nobody, they were thinking nobody was going to buy anything. He said in reverse, we saw just the opposite, our sales tax went through the roof so because the sales tax went up and because we are required by stature to give a certain percentage of each of those two articles to the school system for their capital, that's why at the end of the year we did a budget amendment that this Board approved at the July meeting to say yes, we understand that those are additional funds that came in above and beyond what we thought the estimate was going to be. He said now the Board said set those aside in a special revenue for the school system. He said the school system has now come back to you and asked for those funds. He said it's as simple as that.

Commissioner Richardson said well the sleight of hand wasn't explained that they could drain the account as soon as they wanted to. He said the impression I got, and I was at that meeting, by the way, the impression I got was those funds we set aside for future budgeting of the school but I'm going to say this loud and clear, I'm accusing you of running two different bookkeeping systems, depending on whatever is convenient for you that day and would you send me a copy of the statutes that say what these funds are to be used for. He said I'd like a copy of them because I'd like to read them for myself.

Mr. Alligood said I'll be glad to do that, it's the articles that are laid out and I would say to you that this is not the first time that you've accused me of being whatever you accuse me of. He said every time you do it's absolutely wrong and it's inappropriate.

Commissioner Richardson said it is appropriate, I'm here to keep you honest and don't forget that.

Mr. Alligood said sure, but I'm a heck of a lot more honest than you are.

Commissioner Richardson said oh geez, what an accusation.

Chairman Waters said cool it.

Commissioner Richardson said would you mind acting a little more civil yourself.

Chairman Waters said this is the second meeting in a row that you've gone after staff. He said they have answered your questions.

Commissioner Richardson said it's a misappropriation of funds.

Chairman Waters said they've answered your questions. He said Commissioner Walker.

Commissioner Walker said I'd like to make a motion to give the schools their money and that's really what's happening here, it's their money. He said we're making them pay for buildings we're responsible for.

Commissioner Booth said I'm going to second it. He said I know I'm going to get lampooned but I'm going to second it. He said as I mentioned before, when we first made this motion to give them their money because it's their money according to statute. He said this Board voted for when they come and ask for it so I'm going to second your motion.

Commissioner Rebholz said the only question I have is, my recollection was that this money was to be set aside because they had future capital needs, the school district said, of replacing all of the notebooks. He said that was my understanding of what we had talked about. He said I'm not sure you were here when we talked about it.

Dr. Cheeseman said I'm the one who put it together. He said in the original budget it went to the Board of education for their potential approval. He said we requested, of which they did approve, \$500,000 a year for the next five years, for a total of \$2.5 million commitment of technology. He said in addition to that the resulting \$1.083 million in additional funds that we requested, of which you flat funded your local expenditures, was for the \$15.00 per hour raise that the state put down on us, the benefit packages and retirement packages, and also the letters training. He said through that we were looking for that \$500,000 for technology but when you flat funded that was not a commitment for five years so looking at the \$477,000, that's specifically capital needs, the Board is looking at, ultimately, other projects that they know are a priority right now, including the repairs, including the roof and walkway for security measures.

Ms. Radcliffe said can I just follow up on that. She said as I recall the motion when this came about in, I believe it was the July meeting, there was talk about using the excess 547 funding for tablet replacement but then there was discussion that there could be potential grant opportunities that could come up to replace technology needs and we didn't want to paint the schools in a corner with that so instead we said lets park the money in a capital reserve fund, let's have the superintendent come back to the Board with his list of items that were needed and that's why he's here tonight.

Commissioner Rebholz said you're right.

Commissioner Deatherage said I was at that July meeting, so were you Commissioner Richardson, and I remember you brought it to us about technology, technological hardware, most of it and some of upfitting and I think the opinion of the Board at that time was we would rather do capital expenditure on brick and mortar if at all possible. He said I personally don't have a problem with the brick and mortar. He said I do have a problem with funding a lot of technology. He said we've seen what technology has done to our school system by remote learning, which, of course, did not work. He said it's been an abject failure at varying levels, depending on the school district and I don't want to be a party to funding more technology at this point. He said I don't mind funding real brick and mortar needs so you've got me halfway, so I'll vote for this.

Motion: Commissioner Walker motioned to approve the funds to make repairs to the roof at Bath Elementary. Commissioner Booth seconded.

Yes Vote

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

No Vote

Commissioner Richardson

Watershed Restoration Project

Ms. Ann Williams said the Beaufort Conservation Water District is ready to move forward with the stream debris removal project with funds awarded by the North Carolina Department of Agriculture Division of Soil and Water Conservation. She said an ordinance to establish this grant project in the amount of \$282,720 was approved on February 2, 2022. She said on August 8th a request for proposal was issued requesting bids to complete this work. She said eight bids were received; they were opened on August 29th by Commissioner Booth with the assistance of Holly Jones from Purchasing. She said four of the bids were below the districts grant award. She said on September 19th the District Board of Supervisors reviewed and discussed those bids. She said Nathaniel Woolard, the District Conservation Specialist reported that each bidder met all required request for proposal specifications and that personal contacts were made of references provided by Enterprises G, who offered the lowest bid and Hall American Property Pros, who offered the second lowest bid. She said after thoughtful consideration on the reference information provided and the due diligence performed by supervisors and staff, the Districts Supervisors approved Hall American Property Pros to complete the stream debris removal project. She said an agenda abstract, bid tabulation and bid amount offered by Hall American Property Pros are included in your books for review. She said the Beaufort Conservation Districts Soil and Water supervisors recommend that the Beaufort County Board of Commissioners support their selection of Hall America Property Pros with a bid of \$142,625 to accomplish the proposed scope of work under contract 17-175-4087.

Commissioner Rebholz said can you provide us with the rationale for not going with the lowest bidder.

Ms. Williams said references.

Commissioner Rebholz said you just said they both came out fine.

Ms. Williams said they were checked but the bidder that they selected had references that were better, and they thought that would fit the project more so than the other.

Commissioner Rebholz said this sounds just like the last one.

Commissioner Richardson said yeah, define the difference, what was the differences in the references. He said did one drink cream in his coffee one morning and the other one didn't.

Ms. Williams said I don't know if either one of them drinks coffee. She said I can't speak to the references; I didn't check those. She said Mr. Woolard can you speak to those.

Mr. Nathaniel Woolard said one of them, Enterprises, he had a very bad reference and I think that's what the Board made their decision on.

Commissioner Richardson said a bad reference in what respect.

Mr. Woolard said I talked to a Duplin County employee, and he said that they were not great to work with, left trash in the wood, tried to sink logs, on and on. He said he gave a very bad reference.

Commissioner Richardson said well I have a problem because it's up to you to supervise these people when we hire them. He said why are we allowing them to bid if we're not going to award them the bid. He said you eventually, here's what happens with this mess, you eventually get to where you can't get bidders because people are not going to waste their time

when they know they can be the low bidder and still not get the job so I'm not going to vote for it because you didn't award it to the low bidder. He said it's up to you to supervise them. He said if they left logs buried and they did this or that you are the guys that supervise the work. He said what this guy has said is he's too lazy to supervise them.

Mr. Woolard said no, he's been with Duplin County for twenty years.

Commissioner Richardson said I don't care, that doesn't have anything to do with it.

Motion: Commissioner Booth motioned to approve the budget ordinance for Hall America Property Pros in the amount of \$142,625. Commissioner Walker seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 2

Health Department Position Reclassification

Mr. James Madson said I have two requests for this evening. He said the first is that I'm asking for two positions be reclassified. He said for those of you who do not know, the Health Department and Social Services has to run through the State Human Resources, the office and they look at job description and they designate what their responsibilities level is. He said the first one is I have a Public Health Education Specialist who I'm asking be reclassified as a Public Health Educator II. He said the second one is the Processing Assistant IV be reclassified as a Processing Assistant V. He said the difference in their salaries are \$3,245 for the first one and \$3,697 for the second one.

Commissioner Booth said what did your Board have to say.

Mr. Madson said the Board supports us going through this process. He said the State, often times gets our job descriptions and says it needs to be this or it needs to be that. He said we either initiate it or the State will after a review.

Motion: Vice-Chairman Langley motioned to approve reclassifying both positions. Commissioner Rebholz seconded.

Yes Vote

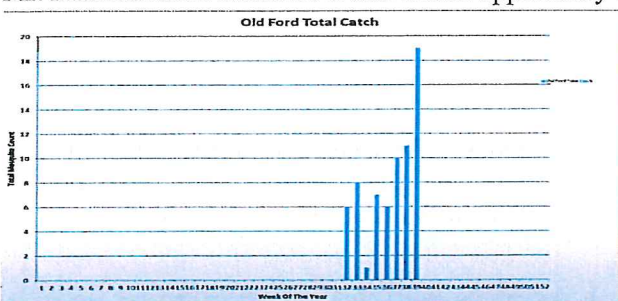
Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz
Commissioner Walker

No Vote

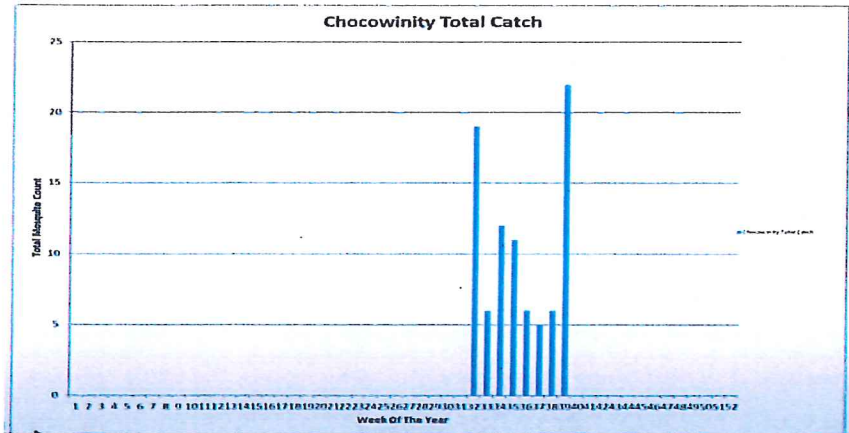
Commissioner Deatherage
Commissioner Richardson

Budget Amendment, Mosquito Supplies

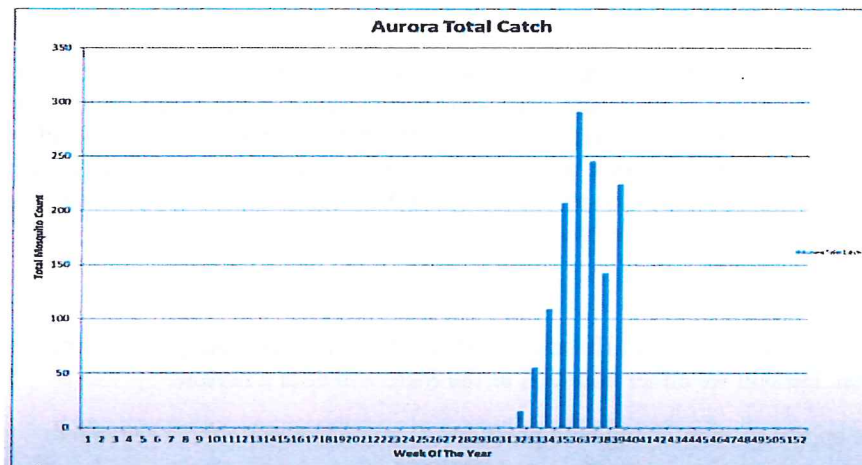
Mr. Madson said I decided I'd take a little opportunity to share a slide here.



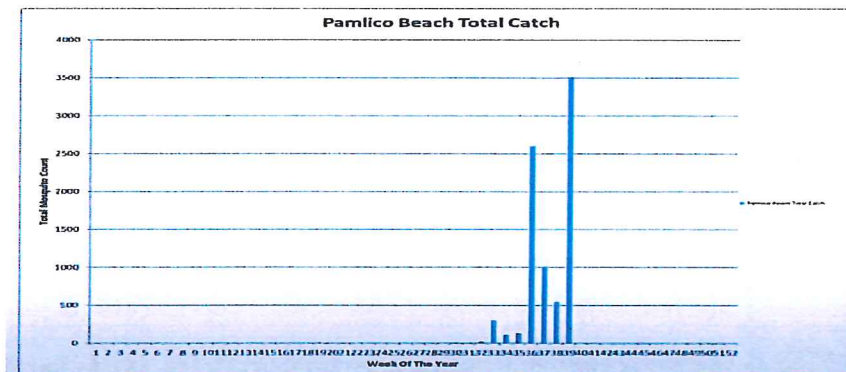
Mr. Madson said you all know we go out and set traps and the next day we go and check it. He said this is a demonstration of the Old Ford site. He said you can see we're talking very small counts. He said this is Chocowinity, it also has a small count.



Mr. Madson said this is the Aurora Count.



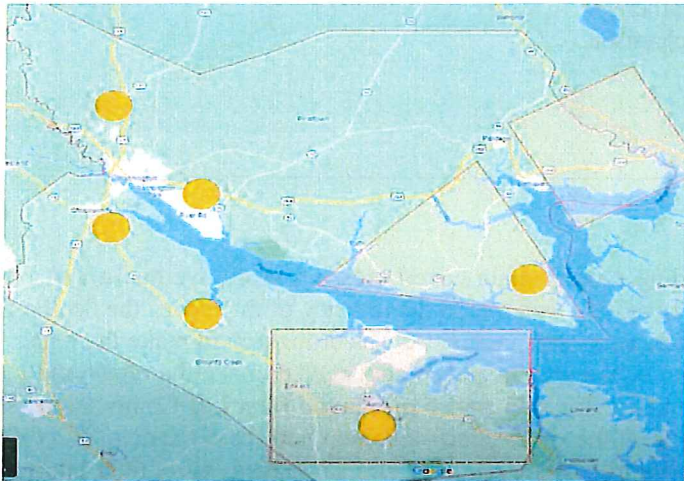
Mr. Madson said this is the Pamlico Beach site and you can see there were over 3,500 captured there.



Mr. Madson said this is the program where we set those traps, we go out and look at them, count the number of mosquitos that go through them in one day, or one night actually, and then we identify the species that we're looking at, so the species is also important, as well as the numbers. He said this is what a Pamlico Beach trap looks like the next day, that's 3,500.



Mr. Madson said then somebody goes through there and identifies each one of them and tells us what species they are, and we get a report back. He said the report lays out the different species that we've captured. He said when it goes to spraying the two things we're most interested in doing is the high counts, like at Pamlico Beach and then you also look at the species. He said the *Culex Pipens* and the *quinquefasciatus*, those two species carry West Nile Virus so they're something we're really looking for. He said there's other ones we look for as well for other kinds of diseases but right now we have some West Nile Virus that has been picked up on the east coast and in North Carolina so there's some Public Health intervention that we want to do. He said showing you what the maps look like for Beaufort County.



Mr. Madson said the circles are where we set up the traps and that's where we get our counts from. He said we used to do our counts and stuff in-house, but we lost the person that could do that so for now we're looking at ECU to do the counts for us. He said in those squares, well the shapes, that's where we're concentrating our spraying because that's where the large counts were and that's where we found those species. He said that's a little bit of history I wanted to give. He said back in 2018 after the hurricane FEMA gave us approval for buying some spray, the chemicals that we use so at that time we bought a whole bunch. He said it was about that time we were budgeting about \$10,000 a year but because we got so much supply instead of budgeting for more, which we wouldn't need, I took it out of the budget. He said I was hoping we would get through this year with what we had but we've had to do a lot of spraying over the last couple of months so now we're down to a small supply. He said we may make it through the season, I don't know. He said I need to have it just in case we need to get spraying all the way into the November timeframe and then next spring. He said that's why I'm asking for money to procure more chemicals.

Motion: Commissioner Rebholz motioned to approve funding to procure mosquito spray. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 3

Board of Equalization and Review Dates

Mr. Lloyd Salter said I have a fairly simple topic in front of you. He said we need some fall Board of Equalization and Review dates to discuss briefly. He said as you remember last year we did a fall meeting, as it should've always been done. He said it personally property so it's mostly discovery and personal property, boats, cars, and things of that nature. He said we have six days available, but I will say at the moment it looks like we're only going to need one day. He said the next day would kind of be an alternate if needed but what I'm thinking is we will only need that day, it will only be a one-day scenario so it would be a preference of the days that you have in front of you which should be October 24th and of course the 25th is a second day if needed. He said November 14th, which I believe is the day after Veterans Day this year, and the 15th, or November 29th, which I believe is a Tuesday, and December 1st, which is a Thursday. He said we tried to move around the calendar to avoid Wednesdays.

Vice-Chairman Langley said I think we should just do it the 24th.

Chairman Waters said the 24th and 25th.

Commissioner Richardson said well, you know, the election is coming up and everyone in here is going to be really busy in October on those dates. He said you might want to consider withdrawing that and moving it to November 14th and 15th.

Motion: Vice-Chairman Langley motioned to approve October 24th and 25th. Commissioner Rebholz seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

Herring Rivenbark Purchase Order

Ms. Christina Smith said the first item before you is regarding a water main covert crossing where we had a leak on September 1st 2022. She said it ruptured and was in need of repair. She said due to the urgency of the repair, the depth of the water main and the extensive amount of surrounding water, an outside contractor was brought in to make the repair. She said the contractor responded immediately with sufficient equipment, materials and labor to make the repair and to minimize the outage that affected approximately 310 households. She said staff requests the Board of Commissioners approve the attached purchase order and reallocate \$28,228 from the contingency line item and the remaining \$62,490 from the planned transfer to fund balance. She said no additional funds are required. She said again, just a little bit of a background, this was obviously an unplanned rupture of a water main. He said similar to type of incident we had a few months ago, previously. She said it's down in Pamlico Beach on the peninsula so we had one line going in and that's the only line so there was a rupture, we needed to fix it as quickly as we can. She said obviously something of this magnitude is not something that we could cover in the operating budget so the agreement and what has always been done in the past is when there's a special circumstance such as this, bring it back to the Commissioners for the approval to transfer the funds from fund balance.

Commissioner Booth said is it complete.

Ms. Smith said yes sir, it is complete. She said it's an 8" main so they came in, did the necessary pumping to make it safe in order to get the crew to be able to go in and they completed it.

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

See Addendum 4

Swan Point Developer Agreement

Ms. Smith said if you recall, the Beaufort County Board of Commissioners previously agreed to contribute funds to extend the Beaufort County Water Department system to Swan Pointe Mobile Home Park. She said the owner of the mobile home park also agreed to contribute funds to the project. She said the attached developer agreement formalizes the amounts, clarifies the specific work that will be installed, and references the required easements. She said attached in your agenda book you will see the developer agreement which, as you read through, it goes down, it specifies the land that will be improved upon, it actually lists the street names, then it actually goes through the history that, as far as what the Board of Commissioners approved, the amount of funds they agreed to contribute and references a letter from McDavid and Associates which recommends awarding the construction contract to Herring-Rivenbark, which the Board of Commissioners approved previously. She said so overall the developer agreement just summarizes everything. She said there are attachments, attachment A is a copy of the construction plan so it is very clear what will take place. She said attachment B is the letter of award from McDavid and Associates and then attachment C is the deed of easement. She said I will tell you since the agenda book was put together the deed of easement is labeled draft and in conjunction with the County Attorney there was information in the proposed deed of easement that referenced the previous agreements when another contractor would be doing the installation and the landowner would be contributing in kind expense so we will be revising that, so it is purely an easement document and only references giving easements to Beaufort County.

Commissioner Booth said I really don't have a problem with this agreement, but you know about the history of having change orders. He said I want to know if there's a change order does the County absorb the change order or not.

Ms. Smith said it is partially referenced in the agreement. She said in conversations with Rich Moore, who's here previously and presented, that he feels confident that there's sufficient funds in the project budget to cover the normal occurrences in change orders because as you know, once you put the bucket of the excavator in the ground you never know what you're going to get but he feels confident that he has enough. She said there may be change orders but the funds for those change orders are included in the current project budget. She said if you do look on number 4 of the development agreement it does say if additional funds are required due to unforeseen circumstances to complete the project the County and the developer will meet to determine the appropriate means to reach the completion of the project. She said it doesn't say if the County is 100% or if the developer is 100% but it also doesn't say if it's 50/50 because not knowing what the circumstances are.

Commissioner Booth said the Commissioners gave a designated amount and that was the negotiation part when it says, we could've just done the whole project, but we said this is the amount of money we're going to spend on this project. He said is that correct.

Ms. Smith said yes sir.

Commissioner Rebholz said it would seem to me that since we only approved the \$180,00 that any money that goes over that is the responsibility of the developer, automatically, no negotiations.

Commissioner Richardson said not necessarily.

Commissioner Rebholz said I'm just saying, given what we voted on.

Ms. Smith said I agree that currently the Board of Commissioners has voted to appropriate \$202,030 and that's all this project been appropriated currently and so that's the amount that's in the current project budget. She said again, the engineer feels he believes that will be a sufficient amount to complete the project. She said if it is not a sufficient amount to complete the project due to some unforeseen circumstance, we just don't know what it could be at this point, then if we reach that point then we would have to come back to the Commissioners and either the Commissioners would either vote to appropriate additional funds, vote to not appropriate additional funds and then the developer would also be at that same meeting.

Commissioner Rebholz said as long as we're clear on that.

Ms. Smith said yes sir, and that is why this is specifically here because it in no way commits the Board to appropriating any additional funds other than what they have currently appropriated. She said I believe the change orders that are presented are legitimate change orders for unforeseen issues.

Commissioner Walker said you're going to inspect that the end result is all clean and the grass is put back and everybody is happy.

Ms. Smith said there's not much grass. She said we will have inspectors on the job. She said McDavid and Associates will provide that and I'm confident we will have input from the current landowner that things are put back to their satisfaction so I believe that based upon the current project budget that this will be a successful project and hopefully, Herring-Rivenbark has told us that they are not anticipating a material delivery cost. She said hopefully there's not one or two fittings that hold it up and we will be able to start relatively quickly and complete the project.

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

See Addendum 5

Purchase Order Carry Forward

Ms. Radcliffe said these are commitments that we made during fiscal year 21/22 budget year and for whatever reason, mostly due to production delays and supply chain issues related to Covid these goods and services were not delivered before June 30th, therefor the monies appropriated for those services and goods rolled into fund balance at the end of the year because we had not spent them and now we're coming back to you to say that we need to take those unspent funds forward so we can use them to pay for the goods and services once their completed and received.

Commissioner Booth said motion to approve.

Commissioner Richardson said if you don't mind, I'd like, I'm the one that brought this item back for additional discussion before a motion is made.

Commissioner Booth said that isn't procedure.

Commissioner Richardson said that's because we do the procedure wrong.

Commissioner Booth said that's because we don't do it like you like it.

Commissioner Richardson said no, we need discussion and then we need a motion, that's Roberts Rules and the way the rest of the world works. He said the reason I brought this up for further discussion is I understand what you're doing but you're four months past the budget. He said you knew these things were outstanding at the end of the fiscal year and I asked during the budget process why can't we have a summary of where we are on these things so now we're four months after and we're getting a summary. He said I have a problem with the slow bookkeeping and the slow administration. He said the other thing is there's a couple of things in here that are rather large items and are just puzzling. He said one of them there's \$89,000 in here for an HR employee software. He said why is the delivery on that so slow, we approved this a long time ago.

Ms. Radcliffe said waiting on Munis to have their team available to implement the module for us. She said they're behind.

Commissioner Richardson said so the module is in existence, it's a matter of getting somebody to get us set up.

Ms. Radcliffe said it's a new module. She said it's an HR-Payroll integration module employee service.

Commissioner Richardson said there's a \$20,000 item in here for a Ford Escape, what is a Ford Escape.

Chairman Waters said it's a car.

Ms. Radcliffe said it's a vehicle.

Commissioner Richardson said for which department does that go to.

Ms. Radcliffe said the departments are listed there. She said I'm not exactly sure where you're looking on the schedule.

Commissioner Richardson said I'm on item #4 or #5 from the top, 202248, what department is that.

Ms. Radcliffe said I believe that is the tax assessor.

Commissioner Richardson said okay, we can move on. He said the next item that is on here, there's a generator for the Health Department. He said I thought that thing was over with. He said it was nine or ten months ago that we talked about that. He said I guess Covid is still the excuse, so I'll answer that one for you. He said there's a \$92,000 one in here for an EXT Medical Trailer.

Ms. Radcliffe said okay, that sounds like Health Department.

Commissioner Richardson said there's \$232,000 in here for an ambulance. He said this was something we were told at the time the world was going to end if we didn't get it right away so now we're finding out it's taken a year to get it.

Ms. Radcliffe I don't remember anybody using the words that the world was going to end.

Chairman Waters said I don't think it was ordered until May or June when he came in here with it. He said it was in the budget.

Commissioner Richardson said all right, there's other items in here but my main concern is that if we're computerized and we're so efficient and we're right on top of these purchase orders we should be able to get this information a lot quicker than we're getting it.

Ms. Radcliffe said I'd appreciate the opportunity to respond to the slow bookkeeping comment. She said this is very similar to the sales tax distribution in that there's a three-month lag. She said general fund is on a cash basis all year long until we get to the end of the year and then we go to something called modified accrual accounting and what that means is you look 90 days beyond year end. She said so for us that's through September 30th to see if any bills come in during that period that apply to last year's services or goods. She said that's why there's a, this is not presented to you until the October meeting.

Chairman Waters said that was Friday, September 30th.

Commissioner Richardson said that's really not an adequate explanation because all you have to do if you're as efficient and modern as you say you are, is push a button and it gives you a printout.

Commissioner Rebholz said you showed all of this as encumbered right.

Ms. Radcliffe said yes.

Commissioner Rebholz said so it's there. He said we all saw it. He said I'd also appreciate it if you would quite trying to berate our employees. He said this is stupid.

Commissioner Richardson said are you the union steward for the employees.

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

Yes Vote

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

No Vote

Commissioner Richardson

Budget Amendment – Finance

Commissioner Richardson said that's the architect for the jail, the new jail. He said I recall the Committee was talking about \$14,000. He said why are we up to \$22,500.

Ms. Radcliffe said I will have to defer, hopefully to the Chairman of the Jail Committee to explain. She said we're presented with an invoice from Mr. Warren for architectural work that he performed for the Jail Committee members. She said that is unbudgeted money at this point and so I'm here for a budget amendment to pay him for his services.

Commissioner Richardson said what did we ask him to do in addition to the \$14,000 that got him up to \$22,000.

Commissioner Rebholz said the \$14,000 got him about halfway through the process, maybe a little less than that. She said as you know, and we'll get into this a little later when you get to your point but as you know we were asked by the charter to review all options that were available from doing nothing to a new jail. He said part of that process, I guess you could have done it by looking at a crystal ball, but we didn't think we were that good, so part of that process was getting an estimate on each one of those different options and there turned out to be six of them. He said the architect turned out to be the one that provided those proposals in terms of the prices. He said the first \$14,000 got us a little less than halfway through that.

Commissioner Deatherage said you say it's up to \$22,000 and we're not quite up to halfway at this point, or \$14,000 didn't get you halfway through and \$22,000, how far along are we.

Commissioner Rebholz said we will not be using him for any additional expenses unless this Board approves a facility of some sort, facility modification.

Commissioner Deatherage said so at some point the Board is going to be brought the various options.

Commissioner Rebholz said you will be brought all the options, in fact I can give you that tonight, but we have not come to a conclusion as to what we would recommend.

Commissioner Deatherage said I'd like to see some numbers and drawings.

Commissioner Rebholz said I don't have the drawings.

Commissioner Deatherage said no, but when you come.

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

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

Finance Report

Ms. Radcliffe said this evening I'd like to use my finance presentation time to talk a little bit about how we safeguard County funds and some of the internal controls we use to accomplish that. She said Commissioner Richardson you made a comment at our last meeting, believe it or not people are trying to steal from the County all the time and you're exactly correct, we have people trying to steal from us every single day. She said when I talk about that I want you to realize I'm talking about external hackers, impersonators and imposters. She then gave the following presentation:

Are people really trying to steal from the County?

YES! EVERY SINGLE DAY!

-External Threats

- Ransomware attacks
- Malware attacks
- Password attacks

These threats are mitigated with network security software and firewalls, scheduled password resets, operating system updates, nightly data backup, etc.

Cyber Security Partnerships

- Member of State's partnership w/ Dell Secureworks to deploy and monitor intrusions
- Work w/ NC National Guard Cyber Security Response Force on security assessments of systems
- Receive security alerts from MS-ISAC on threats
- NCACC provides resources to us through the risk management pool for cyber security
- Cyber Security Coverage through NCACC

External Threats

Phishing & Spoofed e-mails

- Biggest external threat
- Most prolific (occurs weekly)
- Employee/Vendor impersonators

Spoofed E-mail

Original Message---

From: Brian Alligood <countyadmi@gmail.com>

Sent: Thursday, June 23, 2022 3:21 PM

To: Anita Radcliffe <anita.radcliffe@beaufortcountync.gov>

Subject: Payment Request

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.

I'll need you to process an outgoing payment via Wire Transfer for Administrative Expenses (Networking Activities Website Hosting and Program Services).

Kindly confirm when you can get it done urgently so I can forward you the details.

Best Regards,

Brian Alligood

Spoofed E-mail

---Original Message---

From: Anita Radcliffe <anita.radcliffe@beaufortcountync.gov>

Sent: Thursday, June 23, 2022 3:55 PM

To: BC-Finance <bc-finance@co.beaufort.nc.us>

Cc: Brian Alligood <brian.alligood@beaufortcountync.gov>

Subject: SCAM FW: Payment Request

Good afternoon,

It feels like I remind you all constantly of this, but please be cognizant that imposters are consistently trying to scam us into sending them money. DON'T FALL FOR IT! Under no circumstances should you ever wire funds to anyone or any business! The only authorized wire transfers are for County debt payments and there is an internal approval process for those debt payments.

I am convinced that these scammers troll around the internet to find conference attendee rosters and target the person's staff because the scammer knows that they are out of town and might get someone to take their bait. Again, never fall for it!!

Thanks,
Anita

Spoofed E-mail

From: James Madson <pants0@dmith.org>

Sent: Monday, August 15, 2022 1:53 PM

To: Anita Radcliffe <anita.radcliffe@beaufortcountync.gov>

Subject: REQUEST

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.

Hi Anita,

I recently changed banks and I need to update my new bank information for my next paycheck, let me know what details you need to get it updated.

Thank you,
James Madson

Cyber Theft



<https://www.wect.com/2022/03/09/brunswick-county-loses-4-million-e-mail-phishing-scheme/>

Cyber Theft

\$1.7M missing after Cabarrus Co. government targeted in social engineering scam



<https://www.wbvt.com/2019/07/29/missing-after-cabarrus-co-government-targeted-social-engineering-scam/>

Attempted Check Fraud

- February 2022 attempted check fraud theft
- 10 checks totaling \$15,702 presented for payment
- Positive Pay flagged them
- Reported to BC Sheriff's Office

Attempted Check Fraud

BEAUFORT COUNTY
132 W. 2ND STREET
WASHINGTON, NC 27880

FIRST NATIONAL BANK

203958
GA 1002/AN
1014

DATE 2/2/2022

PAY TO THE ORDER OF Vivian Carole \$ **3,750.00

Three thousand seven hundred fifty dollars & no/100 DOLLARS

Vivian Carole
235 Union Hill Dr Apt 4D
Forsyth, GA 31029

VOID AFTER 90 DAYS

antia e. Redcliffe
AUTHORIZED SIGNATURE

MEMO

293958 10433180920 95562822

Ally Bank
1030337
10303330
95562833
235 Union Hill Dr
Forsyth, GA 31029
95562833

Vivian Carole
for MALL 2/2/2022 only

Attempted Check Fraud

BEAUFORT COUNTY
132 W. 2ND STREET
WASHINGTON, NC 27880

FIRST NATIONAL BANK

0101445
100-1009420
1014

DATE 2/2/2022

PAY TO THE ORDER OF Sharon Zanders \$ 4,850.00

Four thousand eight hundred dollars & no/100 DOLLARS

VOID AFTER 90 DAYS

S. Zanders
AUTHORIZED SIGNATURE

293958 10433180920 95562822

SHARON ZANDERS
235 Union Hill Dr
Forsyth, GA 31029
95562833

Internal Controls

- Segregation of Duties
- Cameras at revenue collection sites
- Debit/Credit Card machines
- Securing cash in safe location

Internal Controls

- Deputy escort to bank each day
- Timely Deposit of Funds
- Deposit Slips and Checks kept under lock and key
- Timely reconciliation of all bank accounts

Internal Controls

- Background check for new employees
- Cross training (finance employees)
- Minimum of 3 approvals on disbursements and purchase orders
- PO required if purchase is > \$500

Internal Controls

- Multiple approvals for adjusting Jes
- Internal auditing of records
- External reporting requirements

Internal Controls

- Department Head has access to financial activity
- Annual Audit including review of internal control documents
- Financial Statement review (Budget to Actual comparisons)

Internal Controls

- Internal Controls are never perfect
- Require constant review and monitoring
- Always trying to identify vulnerabilities
- Questions?

Chairman Waters said the question in the Finance Committee was on the liability and our coverage is \$1 million.

Ms. Radcliffe said \$1 million per claim, and we have a \$5,000 deductible. She said there was also a question about the password security for the Commissioners, folks that work off site that go into their email. She said we've sent an email to the IT group and they're checking into that so don't be surprised if you're logging in and you get a reminder that you need to change your email every so often. She said we're going to ask them to put something in place for you all.

Chairman Waters said that mirrors the employees. He said I think you said the employees have to change theirs.

Ms. Radcliffe said I think it's every 60 days. She said it's 60 or 90 days.

Surplus, Sheriff's Office

Commissioner Richardson said this really doesn't concern the Sheriff or the Sheriff's Department directly for that matter. He said we've turned in eight or nine vehicles as surplus vehicles. He said the mileage on these vehicles range from 104,000 to 161,000 miles. He said that's low mileage to be turning in cars, especially the way they make car transmissions with precision manufacturing today and when we do a budget we need to change this. He said we need to move to 150,000 miles before we surplus a vehicle. He said we need a policy on this because right now we're allowing the Sheriff to say

when and I don't think he's got an automotive engineering degree and I don't think anyone over there does so this is a management decision for Commissioners and I just wanted to point out for the public at 102,000 to 161,000 that's a 60,000 mile range difference, for one thing, and the second thing is we need a better policy. He said this is to low mileage to be turning in cars.

Motion: Vice-Chairman Langley motioned to approve the surplus of the Sheriff Office vehicles. Commissioner Rebholz seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

Revision to Flood Damage Prevention Ordinance

Mr. Brian Alligood said this is a revision to the Flood Damage Prevention Ordinance. He said as you'll recall during 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 map that came from FEMA through the National Insurance Flood Program. He said we had a visit, what's called a Community Assistance Visit, which is conducted by the North Carolina Emergency Management's Hazard Mitigation Program Support Section on May 5, 2021, and in that you see the attached letter they sent where they suggested provisions to the County's Flood Damage Prevention Ordinance to clarify the auto adoption language, which is found in Article 3, Section B of the ordinance and you'll see the letter that is attached. He said we recommend you make the approval of the recommended revisions to the Flood Damage Prevention Ordinance regarding the auto adoption language.

Commissioner Rebholz said this doesn't relate to the revision here but in that letter they also site a number of finished construction elevation certificates that are missing. He said do we know who's responsible for that, those missing documents that weren't filed.

Mr. Alligood said our folks are following up with them and making sure they get the correct documentation.

Commissioner Rebholz said did they not get it from the developer, or we didn't file it.

Mr. Alligood said I'm not sure of the incidents. He said when they went in and looked at them they needed to make sure they had them.

Commissioner Rebholz said because either way there are some consequences.

Commissioner Richardson said let me weigh in on that. He said nobody did anything wrong in this particular place. He said I do a lot of elevation certificates every year. He said it's not unusual when the FEMA guy comes through, it used to be frantic then, they're a little more relaxed than they are now, but a frantic person call from a government agency saying gee, you've got to go find this and that and what's happened is they've lost it in what they were doing. He said most of these things have been done, you just make copies of them, take them over to them and everything is okay. He said it's normal lossage and really we don't have that many that are lost here, for that matter, or are in question so it's really a good report at the end of the day.

Chairman Waters said on the elevation certificate I know there's been some changes. He said does the insurance company, now, require an elevation certificate for flood insurance. He said can you answer that Mr. Alligood.

Mr. Brandon Hayes said yes sir if you're borrowing money they require a flood certificate.

Chairman Waters said but it does not affect the premium.

Mr. Hayes said yes. He said it does affect the premium.

Chairman Waters said I've seen a quote with different amounts, and it only affected it when you got way out there with a \$50,000 deductible. He said it was like \$50.00 difference so they're pretty well saying that regardless of the elevation you're going to pay if it's in a flood zone, the insurance companies.

Mr. Hayes said right but it's supposed, the higher up you go, I believe the amount is three or four feet above the flood basin, it's supposed to be a cheaper insurance policy.

Commissioner Richardson said will you let someone who knows what they're talking about answer. He said not that he doesn't, but I deal with it with customers every day. He said he deals with it from a regulatory standpoint, but I do elevation certificates and as long as you're above it I'm happy because there's a whole lot of other things going on here. He said you've got a break in price as much as four feet above flood elevation, the price changes. He said in theory the price should be the same on an elevation certificate regardless of what insurance company you submit it to because it all goes through the same FEMA review. He said that's not always the case because sometimes people, employees will key information in and take of the elevation certificate because they understand it differently, they'll key it in differently. He said so things can be changed a little bit and yes, if you borrow money you are required, well, here's the other big deal in this that people try to avoid. He said I'm going to buy flood insurance without an elevation certificate. He said guess what, if you succeed in buying flood insurance without an elevation certificate you're going to pay four or five times as much as you would pay with an elevation certificate.

Chairman Waters said you want to talk to somebody that knows, I don't even know if an insurance company will write it without an elevation certificate.

Commissioner Richardson said every once in a while you see an old one that's written without an elevation certificate. He said some old guys been paying 20 years about ten times what he should've been paying and there is a so-called preferred rate if you are in a flood zone and you build a building so that the ground is higher than the base flood elevation by putting in a little bit of fill you will get what's called a preferred rate, which is the minimum rate, which as I understand, is about \$600 now. He said you really should consult somebody about the particulars of this before you start building a house. He said I frequently go out to a house and say why in the world didn't you put a foot of fill in and save yourself a lot of money. He said so don't always rely on your contractor for that.

Motion: Vice-Chairman Langley motioned to approve the revision to the Flood Damage Prevention Ordinance. Commissioner Walker seconded. The vote was unanimous.

See Addendum 6

FEMA Hazard Mitigation Program

Mr. Alligood said this is another MOU that we have through FEMA and the State. He said this one, actually, is specific to a project that is with RiverStreet. He said as you'll recall that area has been flooded, a commercial area that has been continuously flooded on several events. He said they've now qualified under the State where they've approved a project to acquire and demolish that commercial structure and return the land to green space. He said this is the MOU like you had at the last agenda for the projects where the State is going to manage the overall project, but we are the, we will manage the correspondence with the entities and the Council of Governments is going to do that work for us.

Motion: Commissioner Rebholz motioned to approve the MOU. Commissioner Booth seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 7

Purchasing Policy Update

Mr. Alligood said as you will recall at the last meeting there was a request to look at some changes to the County's purchasing policy and you agreed to put that on hold to receive any additional information and suggestions. He said since that time I've sent information to the Board, asked them for any other information and recommendations. He said you will see that we also reviewed it internally. He said you'll see the recommended pieces, or what we've recommended based on one legislative change. He said that was to increase the Federal Uniform Guidance micro-purchase threshold from \$10,000 to \$30,000. He said that's to be in compliance. He said you'll see Commissioner Deatherage's request from the September 6th meeting and you'll see one addition that Chairman Waters put forward. He said the purpose of this item was for us to bring it back to you one more time to ask if there were any additional items you want to consider. He said we were planning to bring this back to you with some recommendations based on these at the next meeting so if there's any additional we would love to hear those or any other direction from the Board.

Chairman Waters asked if there were any additional items.

Commissioner Richardson said I just want to talk about in bidding, so Commissioner Deatherage probably has a good idea. He said I think the Commissioners should be present at every bid opening and that includes school Board openings to see what goes on at these things.

Commissioner Booth said there's one or two at every bid opening.

Commissioner Richardson said well, School Board bid openings there's not. He said we've got about \$15 million dollars over there, we've got about \$17 million over there so we need to be looking after it, but I am very concerned when we see people acting like Soil and Conservation Service that come in and say well, somebody said something bad about that guy, so we knocked them out. He said now look; I've been in the bidding game a long time myself. He said I can make enough phone calls to knock Jesus Christ out of getting a bid.

Vice-Chairman Langley said that's kind of extreme.

Commissioner Richardson said that is extreme and I mean it to be extreme because you can always find somebody that's going to say something bad about somebody. He said wasn't that true in the case of Jesus Christ so when you come in here with one comment, oh, I found one person down in Duplin County that said something bad. He said what I want to hear is I found four or five people, I found a pattern, I found this. He said not that I found one person. He said the fingerprints all over Soil Conservation people are if we don't like you we're going to knock you out and all it takes is one bad word. He said that is not fair, that is not right, and this Board needs to start looking at it that way because you're supporting some really bad behavior and you're supporting what I call a really corrupt practice when people are knocked out of bids. He said I wouldn't have a problem with people, you're going to have a problem sooner or later with reputation and that reputation is going to be don't waste your time bidding in Beaufort County because unless you're on the "in" you're not going to get it. He said so that's a problem and that's really the main concern I have. He said I would ask that the Commissioners consider having a Commissioner at all School Board bid openings.

Chairman Waters said I think we're having trouble getting a Commissioner to attend any of the bid's based on my observation.

Commissioner Richardson said nobody ever asked me.

Commissioner Booth said they send out emails. He said either you, Rebholz or I are here but she does send it out with ample time for who's available.

Chairman Waters said do you know if the School Board policy requires that a school board member be present when they have a bid opening.

Mr. Alligood said I am not aware of what the school board policy is.

Commissioner Walker said I don't think so.

Commissioner Booth said the thing about opening bids during a public hearing is you've got so many of these contractors that wouldn't even come if you had a public meeting to open these bids. He said it's hard enough to get them here to start with.

Commissioner Richardson said they really don't need to be here for a bid opening. He said most of the time a contractor shows up to protect their interest at bid openings, just like anyone else. He said for those that don't show up there isn't a requirement but there should be. He said I'll make a motion that at schoolboard bid openings that a County Commissioner be present at all school board bid openings.

Commissioner Rebholz said is that in addition to all these others.

Commissioner Richardson said yes.

Commissioner Rebholz said or is that a separate.

Commissioner Richardson said no that's separate. He said there's been no motion on the four items that are here. He said that's sort of my substitute.

Chairman Waters said why don't we hold that motion and see if there's any else as it relates to our purchasing policy and then we'll come back to your motion.

Commissioner Richardson said all right.

Chairman Waters said hearing none, Mr. Alligood you guys have what's in the book here.

Motion: Commissioner Richardson motioned that a County Commissioner be present at all school board bid openings. Commissioner Deatherage seconded.

Yes Vote

Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

2022 NCACC Federal Legislative Goals Voting Delegate

Ms. Katie Mosher said you have this coming up next month, November 17th and 18th they require, or they've requested you appoint one person as a delegate.

Vice-Chairman Langley said it's always been the Chairman.

Ms. Mosher said you haven't told me that you're going yet.

Chairman Waters said I thought I sent you a reply. He said I'm replying.

Motion: Commissioner Booth motioned for Chairman Waters to be the voting delegate. Vice-Chairman Langley seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

FEMA Flood Way Discussion

Chairman Waters said it's come to my attention that the area where the mouth of the Pungo River, which is an area where a lot of people refer to as Davis Landing. He said it's the bridge that goes across in Hyde County. He said it's a fairly big area that's been designated as a flood way. He said a floodway means you cannot build on it unless you have a no-rise certification given by a professional engineer. He said my question is, and I've talked with Mr. Hayes a few minutes ago, I would like to see us ask FEMA to come down and make a field visit as well as do a re-calculation of their numbers. He said as I understand it, it's done by satellite and software and basically what Mr. Hayes told me was he had already asked for that and they said no, that we could do it, but we would have to pay for the study. He said it's the first time and this is one that was put into place on June 19, 2020. He said it's never been in a flood way, it's one of the farm drainage canals. He said the Pungo River was cleaned out from the mouth of it. He said the flood in the curve is primarily in Washington and Hyde County and farmland. He said James Allen, who was here earlier tonight, has been living in the community for a number of years and the church that we go to, he says that in 81 years he has never seen an inch of water on that property so we're having to go through that process. He said we are elevating that and we're going to go through Congressman Murphy's office, but I would like the support of the Board and according to Mr. Hayes, I don't think there's another floodway mentioned in Beaufort County.

Commissioner Richardson said there are lots of other ones. He said there are lots of other floodway designations, different places. He said they show up in surprising places.

Chairman Waters said have they always been designated as floodways.

Commissioner Richardson said yes.

Chairman Waters said because this one never has been.

Commissioner Richardson said it was a very narrow floodway. He said the last flood study widened it about 20 or 30 times wider than it was before.

Mr. Hayes said the two times I looked at it in 2003 they were not included. He said they were not in the flood way. He said now they've moved it all the way past the highway. He said there's many floodways in the County, but it doesn't affect as much as this one does.

Commissioner Richardson said this is a major area, we think, in defining the floodway. He said they missed it somewhere.

Mr. Hayes said most of your floodways are going to be on your canals and you can't build more canals anyway, so it doesn't affect more.

Chairman Waters said is the proper thing for us to do is write a request to the State of North Carolina or does it go directly to FEMA.

Mr. Hayes said it's my understanding from the email is we've got to do a study ourselves and then turn it in, higher a firm and turn it in. He said you would have to hire a firm.

Commissioner Richardson said you could go to FEMA's consultant, I can't remember their name but it's one of the big national firms in Alexandria Virginia, you could go to them and get a price. He said I don't mind approving this, but I think we ought to get a price and go to the same people that do the flood studies for FEMA or that did the flood studies for FEMA but maybe you don't want to do that because they'd have to admit they made a mistake and you want to go to somebody else and get a price and bring it back to the Board.

Chairman Waters said I'm not asking for the Board to approve paying for it. He said I'm asking for the Board to ask for a review, for them to come down and do a field visit to see the property and the area and do a recalculation.

Commissioner Richardson said oh, you're going the political route with the representative. He said I don't have a problem with that.

Commissioner Booth said I don't have a problem with it either, but the only thing is what's the problem, why is it coming up now.

Chairman Waters said it's because you can't build.

Commissioner Booth said on the land.

Commissioner Richardson said I can probably give you the history better than anybody because I'm the bad guy. He said it was a floodway and a gentleman about half a mile from the church that Chairman Waters attends was in the flood plan, and I said well, I can get you out of that because I did a request for map amendment based on an actual survey. He said the survey showed that the ground level was higher than the base flight elevation. He said that one was approved about ½ mile from the church. He said then the church came along, and they asked me to do their flood work and in doing that, and I'm going from memory, the church was like half a foot from the floodway. He said it didn't amount to a hill of beans, but we did a request for map amendment and sent that to Washington/Alexandria, and they said no, we're not going to approve any more of these because they saw it coming at them. He said they saw that there was going to be a lot of these requests, so they just cut it off right there. He said then I went back and it sat there for a while and it's been so many years since I've done one of these but Mr. Hayes advised me of what to do and I went back and did a study of no impact or insignificant impact and what the church wants to build at this site is something like 0.00003 impact, it is totally insignificant and that passes the statute to allow the church to go ahead and build but Chairman Waters is right, you've got a lot of people up there that are going to be impacted by this and a lot of buildings that are going to be impacted by this so it needs to be corrected because we don't know, in theory this last flood study could last 100 years. He said we don't know whether it will or not but in theory it could. He said I don't have a problem supporting this, it's an error. He said now I found other errors in the flood map set before these and they just lock it down and they refuse to do anything at all when they make a mistake, so this is the way out of this.

Motion: Chairman Waters motioned that the Board do a letter requesting a review of the numbers as well as a field visit to this area. Commissioner Richardson seconded. The vote was unanimous.

BHM Library

Vice-Chairman Langley said the BHM Library, which is the Beaufort, Hyde, Martin Library, I'm looking to have \$100,000 given to this organization with the stipulation that all the money that we give to them will be strictly for the libraries here in Beaufort County. He said there's a branch in Washington, Aurora, Bath and Belhaven and there's a letter before you that tells you exactly what they would do with the money if we would grant them the amount. He said I'm asking for \$100,000, which would come from the ARP money we have stashed. He said it's not really tax dollars, but you know what it is.

Commissioner Richardson said the only question or comment I have is I would really like to see the County have a real library system because what we have is kind of a minimal system. He said it's because we're in a partnership with these other counties and it means we really can't do the things that we need to do. He said I'm going to vote for this simply because I support the library system and people using the library system, as opposed to looking up everything on a cell phone. He said we really, at some point, are going to have to do a study to work our way out of what we are in.

Commissioner Rebholz said I just went back and looked at the funding that we've done for them. He said we've increased the funding to BHM 11.34% in nine years. He said CPI is 29% so our actual funding has declined fairly significantly in the last nine years so I'm in full support of it. He said it is a regional library so we come in, they get 44% from local funding, but that includes all the counties and we, as would be expected, fund the largest shares of the county's contributions.

Motion: Vice-Chairman Langley motioned to give BHM Library \$100,000 of ARP money with the stipulation the funds are used only in branches that are in Beaufort County. Chairman Waters seconded. The vote was unanimous.

Resolution to Suppress Illegal Drug Use

Commissioner Richardson said there's a lot of information coming out about illegal drug use. He said we have sat here for four months, and I've talked to the Board about we need to do something to get behind the street sales of drugs. He said it is true that there is a law that if you are a major dealer or distributor that you're going to get a set amount of time. He said there's no bending the law on this and you can expect to serve the time and it is a long time in prison. He said that keeps, because of our effective drug work in Beaufort County that has kept a lot of the big dealers out of Beaufort County but the man on the street that's buying drugs from the local vendor is where the major part of our problem is, and we need to take

a strong stand in putting a stop to this. He said most of the public, whether people are willing to admit it or not, I'll say the same thing the Sheriff said in the Board of Health meeting lately, please tell us if your family has not been impacted by the illegal use of drugs. He said for every one of those impacts and every person it's affected over a lifetime we're talking about a poverty-stricken lack of \$1 million that they probably won't be handling. He said this has a tremendous impact on society. He said the jail, I'm told 1/3 of the jail, I'm saying 80% or 90% of the people in jail are there because of drugs and drug related activity. He said this stuff, for those of you that employ people and work with people, it's eating this nation alive. He said it is the biggest industry in the United States today and it doesn't pay any taxes and I'm not advocating legalizing it so they can pay taxes, I'm advocating for getting rid of it all together. He said because the Board would not make a motion to do anything about this I have a resolution, and I warn you ahead of time, I'm not willing to amend the resolution. He then read the following resolution.

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 CIRCUMSTANCE, AND

BE IT FURTHER RESOLVED; THE LEGISLATURE PROVIDE SUFFICIENT PRISON SPACE TO ENSURE THAT ALL SENTENCED TIME IS ACTUALLY SERVED WITHOUT EXCEPTION.

Chairman Waters said you did state that you were not willing to amend any of this.

Commissioner Richardson said I think the Board has had plenty of opportunity to have their say because I've been here for four months asking what do you want to do, apparently you don't want to do anything, so this is my motion.

Chairman Waters said I don't know what you're saying. He said is it first offense, second offense, what's the charge.

Commissioner Richardson said Mr. Chairman it's very clear, it says any amount. He said the game that's played is oh, he only had a 1/10th of a gram of marijuana or oh, it's his third time. He said I'm talking about the first time it's smack down.

Chairman Waters said the first time.

Commissioner Richardson said yeah.

Commissioner Booth said I don't like illegal drugs either, but I can't sit here and vote for somebody's first offense being 20 years without parole. He said that is cruel punishment and there is no Christianity in that. He said that is not Christianity, that is cruel punishment. He said a guy has one marijuana cigarette and you want to put him in jail for 20 years, no, I can't do that.

Commissioner Richardson said well Commissioner Booth apparently you haven't seen the actual effects of illegal drug use and the destroyed lives and the people who can't function and can't think and can't hold a job and all of that and if you go to a lot of countries in the world, at least 7 or 8 of them for your first offense it is the death penalty so I don't think this is a strong offense for something as destructive as illegal drugs.

Commissioner Booth said to correct you I have seen the effects of illegal drugs. He said you said in your resolution that every family in America has been affected one way or another, but I still say this is cruel punishment. He said 20 years for a child that had one marijuana cigarette and you send them away for 20 years without the chance for parole, I will not change, it is cruel punishment.

Commissioner Richardson said Commissioner Booth you misunderstood my resolution. He said the user is not involved in this resolution. He said it is the person who is taking money that sold that joint to that kid that is going to prison for 20 years. He said now either your serious about getting rid of drugs or you're not so that's what the big test is tonight so all you guys need to be careful.

Chairman Waters said I guess what you're saying is if one of my grandchildren comes to my house and goes into our medicine cabinet and steals some of the pills and he goes to school the next day and he sells them for \$100, you want him locked up for 20 years.

Commissioner Richardson said the age of majority is when this would kick in.

Chairman Waters said but your resolution doesn't clarify that. He said it does not clarify that.

Commissioner Richardson said he'd have to be an adult for that to happen because that's what the law is aimed at. He said there's are plenty of exceptions for people who are under 18 years old but if he's selling and under the age of 18 I'm sure there will be some special provisions under the law here. He said what you need to understand is gentlemen, this is a test of where you really stand because what's going to happen is this thing goes out of here and I'm not making the law. He said Hood Richardson doesn't have the power to make the law, this is going to the legislature. He said when the legislature gets through messing with it, if it's successful, it's not even going to look like this so what you're doing is sending a message to the legislature is you take a strong stand on drugs. He said now the rest of you can say whatever you want to, you can water this down in any way and you can vote it down if you want to, but it is on your soul and the public is watching you as to whether you're justifying the illegal use of drugs or not.

Commissioner Booth said roll the camera, I want them to see it.

Commissioner Deatherage said I would like to state this for the record. He said Commissioner Richardson would you amend your.

Chairman Waters said no.

Commissioner Deatherage said hold on please.

Chairman Waters said no, this is a political quiz here.

Commissioner Deatherage said I have the floor right now. He said Commissioner Richardson would you amend your motion to allow for the age of majority for the twenty years.

Commissioner Richardson said I think it's clear it's the age of majority because the state law has addressed the age of majority and it's accepted.

Commissioner Deatherage said the consensus of this Board is it's still a consensus on this Board that the age of majority is clear. He said do we understand that.

Commissioner Rebholz said my problem is if you're going to send this forward you probably ought to make it clear because otherwise they're going to look at it and say this is just worthless paper.

Commissioner Richardson said once again gentlemen, this is a test of you and your character and your moral commitment to drugs and being against drugs so how you vote tonight, the public is going to see where you are on this, and I think I already know how this vote is going to turn out and that is fine. He said the public needs to know who is supporting them in getting rid of illegal drugs and who is not supporting them.

Commissioner Deatherage said well, if the consensus between us is the age of majority is only 18, it will apply for sellers at 18 for these draconian laws to take effect, I'll keep my second in place.

Vice-Chairman Langley said I just want people to be reasonable. He said how many 18-year old's, 19-year old's, 20-year old's have made dumb decisions.

Commissioner Deatherage said they'll make less of them if there's 20 years in lock up.

Vice-Chairman Langley said no, no, no.

Chairman Waters said do you think you could've passed the test at 18 years' old.

Commissioner Deatherage said there wasn't 20-year lock ups back then.

Chairman Waters said if we'd had them back then do you think you could've passed the test.

Commissioner Deatherage said oh, yeah.

Chairman Waters said you could've passed the test.

Commissioner Richardson said this is a Board of elder gentlemen who have life experiences, regardless of their mistakes, who are supposed to be wise in their decision making. He said now either you support getting rid of drugs or you don't so if you're a druggie vote against this.

Commissioner Walker said I don't think you could build prisons fast enough if this thing does pass and people start getting arrested.

Commissioner Rebholz said you know we'd need a bigger jail because the line out the door at the courthouse would be huge.

Chairman Waters said just one comment. He said I was designated the voting delegate for the upcoming meeting in November. He said do you realize that for anything to move forward through the Association to go to, that has the support of the Association to go to the Legislature it takes 2/3's of the counties in support voting for it.

Commissioner Richardson said look, I'm not talking about, I'm talking about an independent, free-standing resolution that says where you stand. He said you can throw in all that political garbage in it that you want to, but this resolution will go to every Legislature if it is passed, and I really don't care what the Association thinks because they're a bunch of liberal politicians anyway.

Motion: Commissioner Richardson motioned to approve the above resolution. Commissioner Deatherage seconded.

Yes Vote

Commissioner Deatherage
Commissioner Richardson

No Vote

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

Commissioner Richardson said you guy's conscience should weigh on you about this.

Chairman Waters said I would say if anyone's conscience should weigh on this it should be yours.

Commissioner Richardson said why's that.

Chairman Waters said just because of your condition.

Commissioner Richardson said what does that mean, my condition.

Chairman Waters said you're already mailing stuff out and you're already saying what you wanted to vote tonight. He said you've already said that about me so now, I hope you're satisfied.

Commissioner Richardson said it's not about you Chairman Waters, this is about the public.

Chairman Waters said yes it is, yes it is.

Commissioner Richardson said it's about the people who voted to support drugs in Beaufort County, that's what it's about and that's the way the public is going to take this.

Commissioner Rebholz said I don't think anybody voted to support drugs in Beaufort County. He said if you want to do a motion on that vote that's totally different. He said what we didn't vote for was a stupid resolution.

Commissioner Richardson said that's up to you to decide whether it's stupid or not, but I can tell you this, all of the judges I have talked to say if you make the penalties stiff enough they will stop selling drugs, so you guys are supposed to know what you're doing. He said quite frankly I don't think you do. He said I think your character has just been tested and failed.

Chairman Waters said thank God you're not the emperor that you think you are.

Register of Deeds Retirement

Commissioner Richardson said the Register of Deeds has announce that she's retiring. He said I just want to be sure what the procedure is for us replacing her. He said there's a lot of talk that says something like that we as, now talk about dumb laws and dumb interpretations of laws, but the statute says the party, within 30 days, of which she is a member is to make a nomination for her replacement and that the Board of Commissioners SHALL accept whatever the appointment is. He said my question to the County Attorney is does that mean we have no choice but to vote for this.

Mr. Francisco said I think you've always got a choice.

Chairman Waters said while you're looking at that, the Register of Deeds announced her retirement. He said it was in the Washington Daily News on September 28th. He said that was last Wednesday.

Mr. Francisco said the statute says that if the Register of Deeds was elected as a nominee of a political party the Board of County Commissioners shall consult with the County executive committee of that political party before filling the vacancy and shall appoint the person recommended by that committee if the party makes a recommendation within 30 days of the occurrence of the vacancy. He said it would appear the committee will recommend.

Commissioner Richardson said let's talk about one minor thing with that, the vacancy, her last day of work will be the end of December, so the vacancy doesn't occur until the end of December so in theory we've got until now until the Month of January in order to resolve this.

Mr. Francisco said I don't think that's right. He said if she's given notice that she's leaving, and she has, and said when she's leaving I think you have a vacancy that's coming up and that's under the statute.

Commissioner Richardson said but the statute doesn't say a vacancy coming up it says a vacancy. He said that position is not vacant until the end of December. He said I appreciate your opinion. He said tell us, that's why we're asking you.

Mr. Francisco said that's my opinion.

Commissioner Richardson said that it's 30 days from when she said she's leaving, not when she actually leaves.

Mr. Francisco said that's right.

Commissioner Richardson said could you do some legal research and see what has happened in other instances when vacancies have occurred, what the meaning of vacancy is.

Mr. Francisco said I will. He said have you got what they said. He said we did run this through the School of Government. He said I know it's not your favorite place.

Commissioner Richardson said oh Lord help us, it's not my favorite place.

Mr. Francisco said I'll tell you I don't know who we would go to then. He said I heard you say some bad things about the one in Raleigh.

Commissioner Richardson said have you guys ever heard of case law.

Mr. Francisco said yes.

Commissioner Richardson said why don't you research the case law and see what it says.

Chairman Waters said I'm assuming nobody has ever challenged this, even if it's happened.

Commissioner Deatherage said it's been challenged by this Board years ago.

Mr. Alligood said in reading, I had a conversation, and all of you have this because I sent it to every one of you, so my question was the exact same question. He said when you have a literal reading of the statute it reads when the vacancy occurs so my question to the School of Government was you don't have a vacancy until the vacancy occurs, and my reading of that, and I'm not an attorney but my reading of that is the 30 days is to give the party the ability to give a recommendation so you can't shut them out of it. He said they've got to have a 30-day window to do that. He said now I asked that question to the School of Government does that mean you have to have a vacancy, do we have to wait until the Register of Deeds retires and actually causes a vacancy and then wait 30 days. He then read the following "he said no, the School of Government has always advised that the process can begin upon notice of the midterm resignation triggering the parties 30 period with a future effective date. This is how it usually happens, and it is a good idea to have the new Register of Deeds in place before the term of office begins and use of the new seal and for other reasons". He said so they recommend that if she's saying yes, I'm retiring, I'm out mid-term then you could notify the executive committee and say we're now starting the 30-day clock, you have a 30-day period to let us know and we're giving you that stay but our intent would be to go ahead and act on that. He said it's our intent to let them know that the new person can be in place and ready to go so you never drop a beat. He said now the statute does contemplate that there would be a beat drop because it says that the Assistant Register of Deeds and the Deputy can continue in place. He said they just continue doing what they've normally been doing, you just don't have an official Register of Deeds in place. He said so that's my interpretation of it, that's what the School of Government folks tend to back up and say yes, go ahead and do it, say effective date January 1st so it happens, and you don't have a lapse and you have a Register of Deeds in place. He said you just need to give the executive party 30 days to say here's who we recommend but according to the statute you've got to approve that.

Commissioner Richardson said well Mr. Manager I don't have a problem with anything you said with that, I have no problem with it, and I guess what you're saying is it's up to the Commissioners to start the clock.

Mr. Alligood said as long as you give them 30 days. He said if you were to technically say we're going to wait for the vacancy, that just hurts everybody.

Commissioner Richardson said I don't have a problem with that.

Mr. Alligood said if you put them on notice today to say we're giving you 30 days please send us your person.

Commissioner Richardson said let's say an unforeseen event that you wind up going all the way to the end of the year without solving this problem or whatever you do have 30 days after the 1st, in my interpretation. He said but I don't mind your interpretation, I don't have a bit of problem with it, that makes sense. He said but now, what we need to do is start the clock by giving them formal notice, which I think is up to the Commissioners to do but I don't have a bit of problem with starting the clock, that's not the problem. He said the second part of my concern is when you start telling me as an elected public official that I don't have a choice to vote for something that somebody shoved under my nose. He said I'm saying what am I doing here, why is this when you say that we shall approve it. He said what happens if I say the person who's been appointed shouldn't be given the job for whatever reason. He said does the law force me to vote for something that I know and firmly believe is wrong, I don't think it does. He said I would like you, also, to research shall in this case, what is the obligation and responsibility in this case of a Commissioner because I don't think the statute can force me to vote for something I think is wrong.

Commissioner Deatherage said the attorney said that the Washington Daily News submitted that to the public on the 28th of September. He said it was submitted to the public on September 21st on the Beaufort Observer, which I host in eastern North Carolina now on the 21st so we have a date of the 21st, we have a date of the 28th and now we're talking about it tonight on the 2nd of October. He said now when does the 30 days begin because the public needs to be involved. He said we've got a 21st date when the public was made aware, some of the public, we've got a 28th date with the Washington Daily News when some of the public was made aware and we've got the 3rd of October tonight where the public is being

made aware. He said if we're going to start the clock we need to have a start date. He said we've got three choices or somewhere in between in my opinion.

Commissioner Rebholz said you've probably got a whole bunch of choices. He said why don't you decide how long you want to have two clerks in the office.

Commissioner Deatherage said I don't care about that; I just want the 30 days set. He said I'd just as soon start the 30 days and let the chips fall where they may.

Commissioner Rebholz said if you want that filled before December 1st.

Commissioner Deatherage said I don't care.

Commissioner Richardson said I think we decide on the date to start the clock tonight, it's as simple as that.

Chairman Waters said ok, I'm going to motion we start the clock tonight, October 3rd and we make a decision at the meeting November 7th.

Motion: Chairman Waters motioned to start the 30-day period October 3, 2022, and make a decision during the November 7th Board of Commissioners meeting. Commissioner Richardson seconded.

Commissioner Deatherage said you would begin it 30 days from tonight.

Chairman Waters said that's right.

Commissioner Deatherage said we've got to do it with the executive Committee, they may need more time to meet.

Commissioner Richardson said well we're instructing the Manager to send a letter blah, blah, blah.

Commissioner Deatherage said then they've got 30 days from then.

Commissioner Richardson said yes.

Commissioner Deatherage said is that the motion.

Commissioner Richardson said yes.

Commissioner Deatherage said I can go with that.

Commissioner Rebholz said when do we meet in November.

Chairman Waters said we meet on the 7th. He said they can have a special called meeting or whatever.

Commissioner Richardson said it's 30 days from the date we start, it doesn't matter when we meet, or they meet.

Chairman Waters said I think the law is saying Commissioners can't do anything within that 30 days of the notification.

Mr. Alligood said it's for them to, it's so you can ram forward, because she was a part of political party the statute is such that you can't ram forward who you want to have the job, giving them 30 days to say no, this is who we want so essentially the way I laid this out is if you want to start the clock on this we can let the executive director of the party know the Board would like an answer by the end of the 30 day period and you all intend to act on that at the November meeting. He said it gives them plenty of time for all the things that need to be done for a new Clerk coming on board to work that out before January 1st, which would be the effective date for the new Register of Deeds.

Commissioner Deatherage said I would like for the language of the motion to read something to the extent of the Republican party has 30 days and they must use those 30 days in order to give us an understanding of who they want because we don't them to rush it either. He said we don't want them to feel they have to rush. He said we want them to know they've got the whole 30 days.

Mr. Alligood said I think that's great thing that Ms. Whitehurst has done. He said she has sent this early. He said she has given folks plenty of time to think about it. He said I think the statute was written in case there was, essentially, an

unexpected vacancy that occurs. He said someone dies in office or something occurred and there was an unexpected vacancy. He said I don't think the statute was written with an anticipated, oh, the Clerk is going to give us three months' notice before she retires, the Register of Deeds is going to give you three months' notice. He said Ms. Whitehurst did a great job in laying the groundwork and making that happen. He said you just have to give them 30 days and I think, with the Boards permission, what we'll do is just write a letter and say the statute gives you 30 days and we hope you will act sooner than that because if you really want to get technical about it they could say we're not going to tell you until 30 days after the vacancy and then you get into parsing words on the statute but I don't think that's going to happen. He said I think if you just say please let us know because we are intending to act on this at the December meeting.

Chairman Waters said November.

Mr. Alligood said you want to do it in November.

Chairman Waters said yes.

Mr. Alligood said you've got 30 days between now and our meeting.

Chairman Waters said yes.

Commissioner Richardson said I don't have a problem with December.

Chairman Waters said my motion is November the 7th.

Commissioner Richardson said his motion was November.

Chairman Waters said I'm assuming you can do email and if you do it tomorrow we've got the 30 days covered.

Commissioner Booth said it's only one name they send over.

Commissioner Richardson said one name is what's in the statute.

Motion: Chairman Waters motioned to send an email to the republican executive committee tomorrow to start the 30-day period October 3, 2022, and make a decision during the November 7th Board of Commissioners meeting. Commissioner Richardson seconded. The vote was unanimous.

Commissioner Richardson said I just want to make sure of one thing before we leave this and that's that we're directing the County Attorney to research the "shall" in this thing because I really don't want to vote for something that I don't want to vote for, and I really don't think I'm going to so put me in jail.

School Sales Tax Discussion

Chairman Waters said do you want to move onto inmate supervision

Commissioner Richardson I just want to land lightly on that, well, next is the school taxes.

Chairman Waters said you just talked about that.

Commissioner Richardson said no, we didn't talk about that. He said I haven't said what I want to say about the school sales tax money. He said what we've done on this is we have raised the capital expenditures on the school board \$1 million in the last year. He said we raised them over \$500,000 in this year's budget and then this other money comes to over \$1 million in increased spending, and I really think, and this is what you guys are really not going to like, I really think this Board should be a lot more astute than that because I think you've been taken.

Jail Inmate Supervision Discussion

Commissioner Richardson said this is a take-off from what we talked about last time. He said I just want to be sure that we are following all the rules in the jail because we have full-time nursing in the jail now and we have more people working in the jail than we have ever had before and we still have people dying in jail, younger people dying in jail, people in their

30's dying in jail. He said I have a real concern that somehow something is not working right in the jail, and I don't know what that is but as a Commissioner I want to assert that, and I want the law enforcement officials and the people in the jail to please take note that at least one Commissioner thinks you've got a problem.

Commissioner Rebholz said after the last Commissioners meeting in which you said, I'm not talking about heart attacks or getting electrocuted while in jail or whatever, serious accidents, I'm talking about medical conditions that could easily be detected by a medical professional, so we need to think about this and be more prudent. He said you also said again that we had full-time nurses, so I checked with Jim Madson our director who manages the nurses in the jail and the, out of the 168 hours per week that we have only 68 is scheduled nurses in the jail so they're not 24/7. He said it's not even close to 24/7. He said they work 8 AM to 8 PM, Monday through Friday and four hours on Saturday and Sunday. He said I also asked him how many inmates have passed from illness over the last 12 months and the past five years. He said two deaths over the last five years occurred from illnesses other than suicide, so I think the community needs to be aware that there's accusations out there that are unfounded and untrue, and we need to start talking about the truth.

Commissioner Richardson said well we are talking about the truth because the deaths that occur in the jail are costing the County a lot of money. He said we're probably going to get sued on this last one. He said there are other deaths in the jail that are not talked about, notice he said suicide and as far as I'm concerned we get the big lecture that these nurses are looking at mental health while they're in there too, so the program is not that successful when you look at what's going on in the jail. He said they work from 12 to 12, 8 to 8 so if we have two nurses working the jail for a month I'd have to go back and look at that but there's something wrong with your numbers Commissioner Rebholz. He said it's not working out.

Commissioner Rebholz said they're not my numbers, they're Jim Madson's.

Commissioner Richardson said keep in mind that these nurses park in my parking lot a lot of times when they're working the jail, so I know when they're there and when they're not there. He said we have a problem with effectiveness for the money that we're spending. He said when we had the contractor they were only there four hours a day and we had better results with the contractor there four hours a day than we do with the County system we have now.

Commissioner Rebholz said again Commissioner Richardson you're making statements and I don't know where you're getting your numbers, but I guess you're saying Jim Madson doesn't know where he gets his numbers either.

Commissioner Richardson said I don't know either because the people park in my parking lot. He said they don't park in his parking lot; he doesn't know what they're doing.

Commissioner Rebholz said he's got the time records.

Commissioner Richardson said time records and what it is are two different things.

Chairman Waters said do you want to go on to the Jail Committee.

Jail Committee Discussion

Commissioner Richardson said one of the problems I have with the Jail Committee, and you guys have tried to answer a lot of it already tonight but when the issue started about taking \$2 million to building out the basement of the jail the architect did a sketch plan and that was the motion that was sent to the jail committee and the jail committee has now saying we told them they were supposed to investigate the whole regime of the jail all the way to building a new jail all the way down and that was not what you were sent to do because I made the motion and the motion was to take \$2 million and apply it to the buildout of the jail which would give us a jail for the foreseeable future and I think the Jail Committee has gotten off track because they're talking about building a new jail, hiring architects and expenses just keep going up and up. He said so are you guys going to give us a report on the \$2 million for building out the basement of the jail, it did not ask you to do a full study of the jail.

Commissioner Rebholz said let me respond again to something which, you didn't even make the motion, I did, it's right here.

Commissioner Richardson said for the \$2 million.

Commissioner Rebholz said no, for the charter.

Commissioner Richardson said I made a motion.

Commissioner Rebholz said this is my turn. He said the Jail Committee charter said - 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. He said that is what we're doing. He said the summary I just handed out is now the latest collections of options from doing nothing all the way through a new jail. He said that is what you told us to do, that is what we're doing, and we're working our way through this. He said no decisions have been made, contrary to what anybody's campaign promises, or discussions are out there no decisions have been made about building anything. He said no recommendation has come forward. He said I find it interesting what you're saying about what we were told to do.

Commissioner Richardson said I would ask the Clerk to go back and do the research on when I made my motion to take \$2 million to build out the basement of the jail and that was \$2 million of the ARP money and that we do that, and we do that right away. He said it did not ask for that to be included as an overall part of the jail study, it was asked point blank to do that, but the Jail Committee has taken, like all government projects, and it has gone all over the map.

Commissioner Rebholz said I don't know what all over the map means because we have followed right down the line what the Committee, the Jail Committee was chartered to do.

Commissioner Richardson said you're not doing what you were asked to do by the Board about the \$2 million.

Commissioner Rebholz said we weren't asked by the Board to do any of that. He said we were asked to do this.

Commissioner Richardson said let's see what the Clerk says. He said if that's the case we've already voted to do that, and we need to get the job done.

Chairman Waters said that was put in our recommendations as part of, one of the expenditures of the ARP money. He said this Committee, the Jail Committee has looked at that and looked at other possibilities and that's our responsibility whether you like it or not.

Commissioner Richardson said let's bring it back. He said I made a motion to spend \$2 million to build out the basement of the jail. He said the Jail Committee, it was voted and approved, the Jail Committee sees that and tried to incorporate it into their stuff. He said that was an independent, free-standing motion and I ask the Clerk to bring that at the next meeting and we'll go at this again because what you're saying is wrong. He said you tried to subvert once you realize my motion passed and tried to do something intelligent and you're out trying to spend \$30 million again.

Commissioner Rebholz said why in the world would you ever make a motion to do something and then charter the Jail Committee to do everything.

Commissioner Richardson said it wasn't before the charter. He said my motion was made after the Committee was started and the motion cuts off the Jail Committee and solves the problem. He said you guys just won't give up on it.

Commissioner Rebholz said I am absolutely positive you're going to come up short.

Commissioner Waters said you're just like you've always been, you don't want to do nothing. He said you don't solve problems.

Commissioner Richardson said \$2 million will build out the basement of the jail and it will give Beaufort County a jail for probably the next 75 years. He said it solves the jail problem so don't say that. He said I cut you guys off and you're trying to keep something going to build a new jail. He said that's what your committee is all about.

Chairman Waters said and you're already telling, with your little news media stuff, that we've already voted, and we've already committed \$30 million and that's a bold-faced lie.

Commissioner Richardson said I said you're trying to build a new jail because that's all you talk about is building a new jail. He said I don't hear any talk about \$2 million to build out the basement.

Commissioner Rebholz said Commissioner Deatherage I ask that you put this out on your website.

Commissioner Deatherage said write it up.

Commissioner Rebholz said it is.

Commissioner Deatherage said no, you type it up, submit it to us and I'll post it. He said I'll put exactly what you put up there.

Hospital Wait Times

Chairman Waters said you want to move to hospital wait times. He said I'm assuming you've been to the hospital, and you had a long wait.

Commissioner Deatherage said can I say one thing though, I mean, it was said that Commissioner Richardson doesn't solve problems, Commissioner Richardson has made a huge difference getting the prison load down in the jail and it started back in the early 2000's and he's worked very well with our district attorney, they have a great team working together and they've done a wonderful job. He said it's been arduous because he's faced a lot of opposition in the very beginning. He said now our population of the jail has been cut in half.

Commissioner Richardson said it's less than half because I bet you there's not a Commissioner here who can tell me how many inmates we've had that have been in there more than six months.

Vice-Chairman Langley said ok, go to your next topic.

Commissioner Richardson said you just don't want to be shown up Vice-Chairman Langley, for not paying attention. He said there's eight people in there who have been there more than six months. He said when I started there was like 25 and I will say the district attorney has done a fantastic job because it's up to him more than it is anybody else.

Chairman Waters said hospital wait times.

Commissioner Richardson said I'm getting reports from people in the community who are talking about long hospital wait times, and I understand there was even one death that came about because the guy was there, they sent him home and wouldn't look at him, he waited five or six hours and when they finally got him in he died there at the hospital. He said you're talking about one individual that took two days and 16 hours and he died without treatment whereas if he'd had treatment in a timely fashion he would probably have lived. He said I've talked with other people who waited hours and hours to get treatment in the emergency room. He said what we've come down to in Beaufort County is one emergency room in the whole County. He said we had two emergency rooms in Beaufort County until the hospital in Belhaven was shut down by some Commissioners sitting at this very table. He said they voted against it every time it came up, they vote against it, so people are dying for lack of service. He said now I've spoken with Vice-Chairman Langley, and he was very nice and said I'll be back to you next month and I'll have a report and that's fine, I don't have a problem with that, but we've got a problem with emergency room service in Beaufort County so that's all I have to say on that.

Chocowinity Fraud Investigation

Commissioner Richardson said I would ask the County Manager what is the status of the fraud, to his knowledge, of the fraud investigation in Chocowinity, and I would also like to throw this in, the report given by the Finance Officer on what we do to combat fraud includes what happens in Beaufort County, it does not include what goes on at Chocowinity and places that when we write checks and send it out into the County we don't know what they do with the money so what is the latest status. He said I understand the fire marshal and the auditors were going to show up over there.

Mr. Alligood said the report I received from the Fire Chief was the Office of State Fire Marshal came and inspected and all the information was correct, they were satisfied with everything at the fire department. He said regarding any investigation going on relating to anything else I don't have inside information on that. He said obviously other folks know more about it than I do. He said I can't tell you what's going on with that. He said I don't work for the Sheriff's Office; I don't work for any investigation, so I don't know anything about that.

Commissioner Richardson said I just want to be sure of one thing, that I'm correct, Beaufort County had money that was handled by the person who was discharged by the Town of Chocowinity.

Mr. Alligood said I don't know how to answer that question.

Chairman Waters said Beaufort County did not have an employee involved.

Commissioner Richardson said we didn't have an employee, but we fund some of the things she was looking after so I guess it's better to put it this way, will you please look into what funds were frauded and make a determination as to whether Beaufort County had money in the funds that were frauded, where the fraud occurred in.

Mr. Alligood said you would have to have some action by a law enforcement agency to say there was some fraud. He said you're making speculations that there is fraud based upon comments that either you've heard in public, or someone has told you so I believe even after a charge occurs in the United States you're innocent until proven guilty so I can't make any statement to assuming that fraud has occurred until there's been a court case. He said you're asking me to make a comment that I have no basis to make a comment about.

Commissioner Richardson said how would this thing play out over there. He said the auditor will finish their work and they would notify the County that County funds were comingled with the funds that were frauded and then we would take a look and see what our loses are and maybe go for an insurance policy claim or whatever.

Mr. Alligood said so these are, even if, so hypothetically, because I'm not going to accuse someone of fraud that I don't know fraud occurred, although you seem to want to do that to me and the Finance Officer occasionally, so I'm not going to do that to someone else because I have more integrity than that. He said so if, hypothetically there was an issue with handling some of their funds it would be on the Town of Chocowinity, it would be on the 501c3 organizations, it would be their funds. He said Beaufort County, in its emergency services, whether it's EMS or whether it's fire, contracts with agencies to provide that service. He said we do that under a contract. He said that contract reads that they provide EMS or fire at certain levels. He said we pay for that service on a 1/12th basis so if they are still in business as of tonight than we have received our services that we've paid for. He said now if they were to go out of business and we continued to fund them than yes, maybe we did something wrong but to say that somehow or another we have money that's misappropriated, it's not our money anymore. He said we asked for a service to be provided, we paid for that service to be provided and hypothetically if there's any fraud, if there's anybody that's out any money it would be the local government agency, them, or the 501c3 that's providing that service. He said so it's not us. He said we requested a service, we paid for that service, and it's done. He said we don't go ask Amazon what they did with our money after we bought a piece of equipment from them. He said it doesn't matter.

Ms. Radcliffe said can I just follow up and say we posed the question to the attorney at the school of government about the situation we have with the EMS agency over at Chocowinity and the fire agency and she said that once the County passes the money over to those agencies it's really like a vendor relationship at that point. She said they're providing us with a service and we're paying them for that service. She said we take their estimated tax collection dollars for that service district, and we pay them a 1/12th payment every month and they give us fire and EMS service for that 1/12th payment every month. She said beyond that, I'm not saying we couldn't put in the contract that we might put their name in a hat and draw it out and they be susceptible to an audit at some point. She said we probably could write that in future contracts. She said it's not been in the contract that we've been operating under for the last 40 years to be able to even do that, perform an audit on them. She said beyond that, Commissioner Richardson you'll be familiar with this analogy, they're just like Young Williams in that they're performing a service for us, they're a vendor, just like our child support vendor is. She said once we give them that money they're just performing a service for us.

Commissioner Richardson said I'm not sure I accept all that but I'm willing to stop the debate because hopefully the state auditor is going to clean all of us up.

Resolution in Support of Defending the Southern Border, and the Delivering of Existing Illegal Migrants to Sanctuary Cities and States

Commissioner Deatherage said two things I know, all government is local, all politics is local and the biggest issue we have today that affects us locally on a grand scale, especially if you consider the fentanyl that we have in this area, and we have a lot of illegal immigrants coming to this area, that we will always be affected by the wide open southern border and we're going to be affected even after it's finally closed and that's going to happen at some point. He said either by a change in direction of the executive or new politicians going to Washington D.C.. He said it will change but a lot of damage is

being done right now. He said now, my constituents that feel this is our greatest problem, not just nationally but facing Beaufort County right now because of the cost involve. He said it's a tremendous cost we pay as County Commissioners and you County Commissioners know what that cost is but if you need a reminder I will, but you should know in your heart how much it costs for illegal immigrants on so many levels. He said understanding that cost to the taxpayers of Beaufort County, we got a little bit of hope in the last few weeks with Governor Abbott sending illegal migrants to some of these sanctuary cities. He said Governor DeSantis sending these illegal migrants to some of these sanctuary villages and the United States, over the last five or six years, there was a rush for some of these cities, counties, and states, we even have six counties in North Carolina that are sanctuary counties but there was a rush to declare, legislatively, those areas as sanctuary states, sanctuary counties and sanctuary cities and other municipalities. He said so this is what has occurred. He said they want it, they welcome it, politically it's what they want so I love the idea of this happening and I'm asking you as a group to not only, once again, say that you will defend the southern border, that you think that's politically expedient because of the cost to Beaufort County but you also support the proactive measures from other executives from other states doing what they can rightfully do and that's move people who are not supposed to be in their states illegally to the states that want them and I have a resolution to that affect and I ask you to listen to it and approve it. He then read the following:

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 Biden/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.

Commissioner Walker said first of all I'd like to thank you for shortening your usual resolution. He said there's only four "whereas" so thank you. He said if you could take out the "law breaking Biden" references and just put the current administration these people will not have a reason not to vote for it. He said I'm sorry, some of these people will not have a reason not to vote for it.

Commissioner Deatherage said look, it's semantics at this point. He said it is lawless, in fact it's an impeachable offense to not support your nation that you are sworn to defend its constitutional laws. He said they took responsibility to enforce those laws through the Department of Justice, through Homeland Security, through our border agencies.

Commissioner Walker said I'm just trying to help you get this passed.

Commissioner Deatherage said these guys, if they're patriots, will vote for it. He said if not, they won't.

Commissioner Rebholz said how are you going to fulfill this “reward the opportunity”. He said what are you going to do.

Commissioner Deatherage said I am happy to support, and I hope we are happy to support any executive from any state who’s taken the initiative to do something, to bring the reality to bare upon these people that think illegal immigration is just a wonderful thing to a sense of wellbeing, even though it’s untenable for this County to continue, here in Beaufort County and otherwise. He said so I support those executives, I hope we support those executives and one day, maybe in North Carolina, we will have an executive who will do his constitutional duty and move these people either to the six counties in North Carolina that favor sanctuary or maybe out of the state all together, it makes no difference to me. He said if he wants to send them to Buncombe, Forsyth, Mecklenburg, Durham, Orange, or Wake County, send them there, it won’t cost as much.

Commissioner Walker said the way this is written, if this were to get to President Bidens desk you might end up with a busload in your yard.

Commissioner Deatherage said I’m not a sanctuary guy, you got to understand. He said I’m also well-armed.

Chairman Waters said I’m going to make a statement. He said this is political season, so I just want the public to understand he’s not going to be able to say Frankie did not support this in his radio commercials so I’m going to support the resolution, but I want the public in Beaufort County to know that the reason I’m doing it is because it is a problem. He said I do not agree with all the words that he’s got down here. He said if he would just spend this much time for other things for the County, my gosh it would be so much better. He said we’d have a better place.

Commissioner Booth said you just said it’s political, well I’ll just fail because I’m not going to play politics. He said I wouldn’t vote for it if it cost me the election. He said I got big enough guts that I’m not going to let Commissioner Deatherage suck me into something that that I don’t want to be in myself, and you know you don’t want to be in it, you’re just letting him suck you into it.

Chairman Waters said here again, I don’t support the words that he’s got in here, but I do support the fact that the border problem is a problem for the nation.

Commissioner Booth said what can Beaufort County do with it.

Chairman Waters said what can we do with it, all we can do is have a vote.

Commissioner Deatherage said since you’re asking, we can offer our support to other executives in other states with the firm hope that someday we have an executive in North Carolina that will do his job and do the same thing as North Carolina and Beaufort County become a border state and border County itself. He said these are real problems to my constituents.

Motion: Commissioner Deatherage motioned to approve the above resolution. Commissioner Richardson seconded.

Yes Vote

Chairman Waters
Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson

No Vote

Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

Commissioner Booth said are we going to do anything about Operation Green Light.

Mr. Alligood said I think we’re going to try and do something. He said I haven’t heard anything from the Board. He said the Board got that same information and I hadn’t heard anything from the Board about what you’d like to do. He said I think we’re going to try and do something from the administrative side.

Commissioner Booth said this is something we can do. He said we can’t do a darn thing about the border, but we can support our troops. He said I wish we would do something to show we appreciate their service. He said I appreciate you saying you’re going to do something.

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

Monday, October 3, 2022
Regular Meeting

Adjourned at 6:45 PM

Respectfully submitted to you by:
Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

1. Budget Amendment, Health Department – James Madson, Health Director
2. FY23 Fee Revision – James Madson, Health Director
3. Purchase Order Carry Forward – Anita Radcliffe, Finance Officer
4. Budget Amendment, Finance – Anita Radcliffe, Finance Officer
5. Opioid Settlement Fund Project Ordinance – Anita Radcliffe, Finance Officer
6. Surplus, Health Department – James Madson, Health Director
7. Surplus, Public Works – Christina Smith, Public Works
8. Surplus, Sheriff's Office – Lt. Kelly J. Cox, Sheriff's Office
9. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector
10. Late Tax Relief Applications – Lloyd Salter, Tax Assessor
11. Approval of Board of Commissioners Minutes – Katie Mosher, Clerk to the Board

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: HEALTH

Date of Request: 10/03/22

FY Budget: 2023

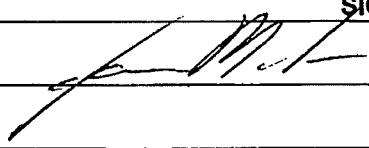
ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-453513	Infant Mortality Funds	\$7,844	
105163-523101	Infant Morality Expenditures	\$7,844	
100211-454520	Breast and Cervical Cancer Prevention		\$2,450
105151-519300	BCCCP Professional Services		\$2,450
100211-445197	COVID-19 State Funding	\$225,089	
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. _____	

Purchase Orders to be Brought Forward to FY 2022/2023

General Fund	PO #	Vendor	Description	Original PO Balance	Liquidations during FY 21-22	PO Balance at 6-30-22	GL Acct	Justification for carry forward of funds
	20220889	EIS Data Systems	Fulitsu 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 Gigaset 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	\$20,698.12	\$0.00	\$20,698.12	10-4142-554000	Supply chain delay
	20221024	Manatron, Inc.	Recording Notification Service & Maintenance	\$17,300.00	\$11,100.00	\$6,200.00	10-4190-534210	Register of Deeds Office Project not 100% complete at 6-30-22
	20220304	Taff Office Equipment	(4) Desks with returns and pedestal	\$2,994.28	\$305.35	\$2,688.92	10-4190-540000	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	10-4190-535101	Delivered delivery from the manufacturer
	20210368	Wilson Rhodes Electrical	Generator and ATS for Admin/Main 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-Architectural Design Services	\$6,600.00	\$0.00	\$6,600.00	10-4190-519400	Architect was working on other projects
	20220837	ARC3 Gases Inc.	Courthouse Architectural Services	\$4,550.00	\$0.00	\$4,550.00	10-4190-519400	Architect was working on other projects
	20220736	AAA Glass Service 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	Scheduling Issues: 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	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	\$1,500.00	\$0.00	\$1,500.00	10-4190-535103	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 Sheriff'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	\$2,559.50	\$0.00	\$2,559.50	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) HL-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	Shipment complete and invoiced 7/19/2022
	20220954	Municipal Emergency Services, Inc.	Extraction 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									
	PO #	Vendor	Description	Original PO Balance	Liquidations during FY 21-22	PO Balance 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 Partego and Washington	\$2,750.00	\$0.00	\$2,750.00	60-7130-535120	Scheduling Issues - Completed in July/August
202201016	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 PO #	Vendor	Description	Original PO Balance	Liquidations during FY 21-22	PO Balance 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 diligence before moving forward with engineering
20220687	Landscaping Unlimited, Inc.	Landfill Cap Washout Repairs	\$18,700.00	\$700.00	\$18,000.00	81-4720-539900	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 diligence 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
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. _____	

**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
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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	<u>2,455,103</u>
	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:



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 Jurisdiction	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 <i>Michael & Mary Sargent</i>	PO BOX 428 ROCKY MOUNT, NC 27802 <i>P.N.# 7615-18-5854</i>	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 <i>P.N.# 5684-65-7815</i>	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 <i>P.N.# 7615-07-0921</i>	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 <i>Janet Saunders</i>	102 WEST 2ND STREET WASHINGTON, NC 27889 <i>P.N.# 5677-17-7644</i>	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 <i>P.N.# 6643-16-2445</i>	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 <i>P.N.# 5653969635</i>	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 <i>No P.N. Ind Property</i>	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 <i>P.N.# 5678-09-8224</i>	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 <i>James & Jerry Emmert</i>	MORTGAGE DIVISION 237 PINNACLE PARKWAY, 2ND FLOOR BRISTOL, TN 37620 <i>P.N.# 5667-88-2702</i>	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 <i>P.N.# 5695-59-9155</i>	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 <i>P.N.# 6653-28-6347</i>	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 <i>P.N.# 5651-68-5247</i>	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

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

ADDENDUM 2

Watershed Restoration Project

Bid Tabulation

Bid/Quote Tabulation

Project: BCSWD Watershed Restoration Project (Phase III)

Date: August 29, 2022

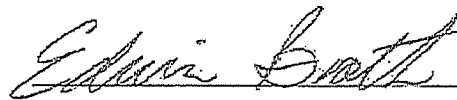
Description: Stream Debris Removal
(as per RFP)

Vendor Name:

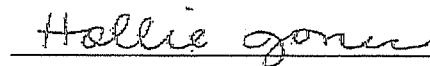
Enterprises G Inc.
Zulu Marine Services
Salvador Rodriguez
Russell Enterprises LLC
Alliance Integrated Solutions
J & J Environmental
Hall American
Grillot Construction

Equipment List	References	Bidder Qualifications	Proof of Insurance	Price per Foot	Total Cost
x	x	x	x	\$ 1.67	\$ 136,105.00
x	x	x	x	\$ 5.68	\$ 462,920.00
x	x	x	x	\$ 1.99	\$ 162,185.00
x	x	x	x	\$ 3.75	\$ 305,625.00
x	x	x	x	\$ 4.08	\$ 332,520.00
x	x	x	x	\$ 2.19	\$ 178,485.00
x	x	x	x	\$ 1.75	\$ 142,625.00
x	x	x	x	\$ 3.95	\$ 321,925.00

Authorized Signature/Commissioner:



Witness:



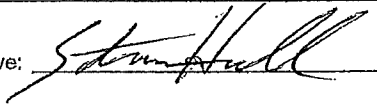
August 08, 2022

3. Bid Amount

Description	Unit	Cost (\$)
Stream Debris Removal	per foot	1.75
Total Project Cost (\$)		142,625

Vendor's Name: HAW AMERICAN PROPERTY PROS

Address: 504 BRIDGE STREET, COLUMBIA NC, 27925

Signature of Authorized Representative: 

Title: OWNER

Phone Number: 919-913-8388

Date: 08/27/2022

SEAL

ADDENDUM 3

Budget Amendment – Mosquito Supplies

Budget Amendment Request

Date of Request: 10/03/22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105180-526003	Mosquito Supplies	\$9,600	
109991-499100	Appropriated County Fund Balance	\$9,600	

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. _____	



// COPY //

Page: 1(1)

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

B Beaufort County Health Department (001384)
I Sara Graham
L 1436 Highland Dr
L
Washington, NC 27889-3222
T 2529461902
O 252-946-8430

S Beaufort County Health Department
H Stacey Harris
I 121 W 3rd St
P
Washington, NC 27889-4901
T 252-946-1902
O

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.

ADDENDUM 4

Herring Rivenbark Purchase Order

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.

[illegible]

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. _____	

ADDENDUM 5

Swan Point 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.

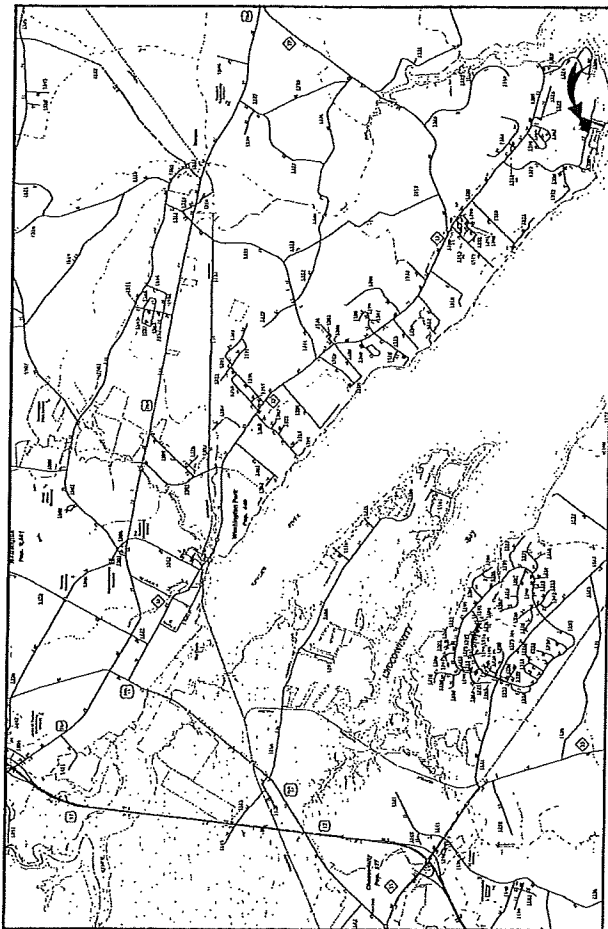
Witness my hand and official stamp or seal, this _____ day of _____, 2022

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 & DROPPING CONTROL |
| 11 | DETAILS - SEDIMENTATION & DROPPING 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 THAT THEY ARE CORRECT AND COMPLETE AND THAT THEY ARE NOT BEING USED FOR ANY OTHER PURPOSE AND I AM NOT PROVIDING ANY OTHER SERVICE.

 REGISTERED PROFESSIONAL ENGINEER
 NC REGISTRATION NO. 20005



COVER SHEET CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS 2019 SWAN POINT WATER LINE EXTENSION BEAUFORT COUNTY NORTH CAROLINA		DATE: JUNE 5, 2019 SCALE: 1" = 400' PROJECT NO.: 1-19-104-101 DRAWING NO.: 104-101-101 SHEET NO.: 1 OF 11
PREPARED BY: J. L. MOORE CHECKED BY: J. L. MOORE DESIGNED BY: J. L. MOORE DRAWN BY: J. L. MOORE IN CHARGE: J. L. MOORE PROJECT MANAGER: J. L. MOORE CLIENT: BEAUFORT COUNTY		JOB NO.: 1-19-104-101 JOB NAME: 2019 SWAN POINT WATER LINE EXTENSION JOB LOCATION: BEAUFORT COUNTY, NC JOB DATE: JUNE 5, 2019

BID SET NO. _____
 DATE: 4/26/2022

© 2022 JLS © 3-199 21uc

[illegible]

MCD
McDAVID ASSOCIATES, INC.
Engineers • Planners • Land Surveyors
(Circle 10 on Reader Service Card)

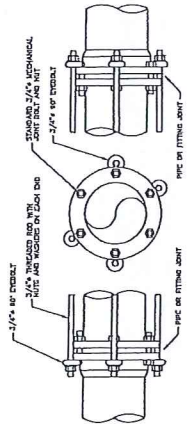
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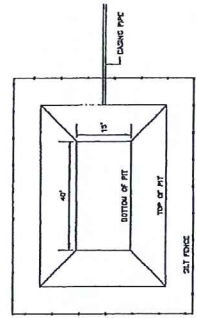
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NOMINAL PVC SIZE (inches)	NUMBER OF THRU-RODS REQUIRED
4	2
6	2
8	2
10	4
12	4
15	6

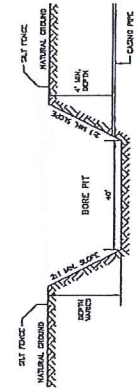
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7. THE SEVENTH PART OF THE PAPER IS A BRIEF REVIEW OF THE HISTORY OF THE THEORY OF THE MEASURE OF THE INFORMATION OF A SYSTEM OF RANDOM VARIABLES.
8. THE EIGHTH PART OF THE PAPER IS A BRIEF REVIEW OF THE HISTORY OF THE THEORY OF THE MEASURE OF THE INFORMATION OF A SYSTEM OF RANDOM VARIABLES.
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STANDARD POST HYDRANT	D
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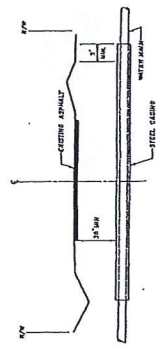


PLAN VIEW



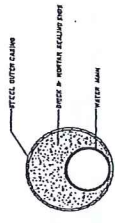
SECTION VIEW

BORE PIT DETAIL FOR DRY BORE

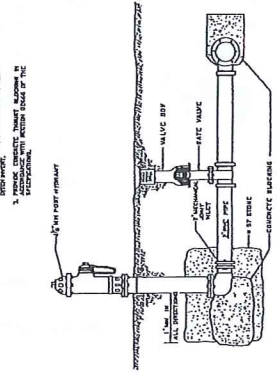


TYPICAL DRYDRE CROSS-SECTION

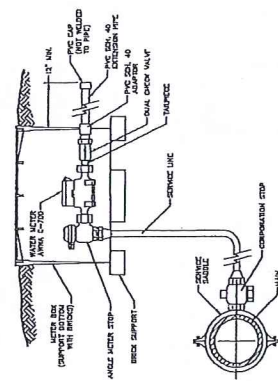
- NOTES:**
1. ALL CASES TO C P F
TOE GP I
FILL SC
2. EACH ON



TYPICAL CASING END VIEW



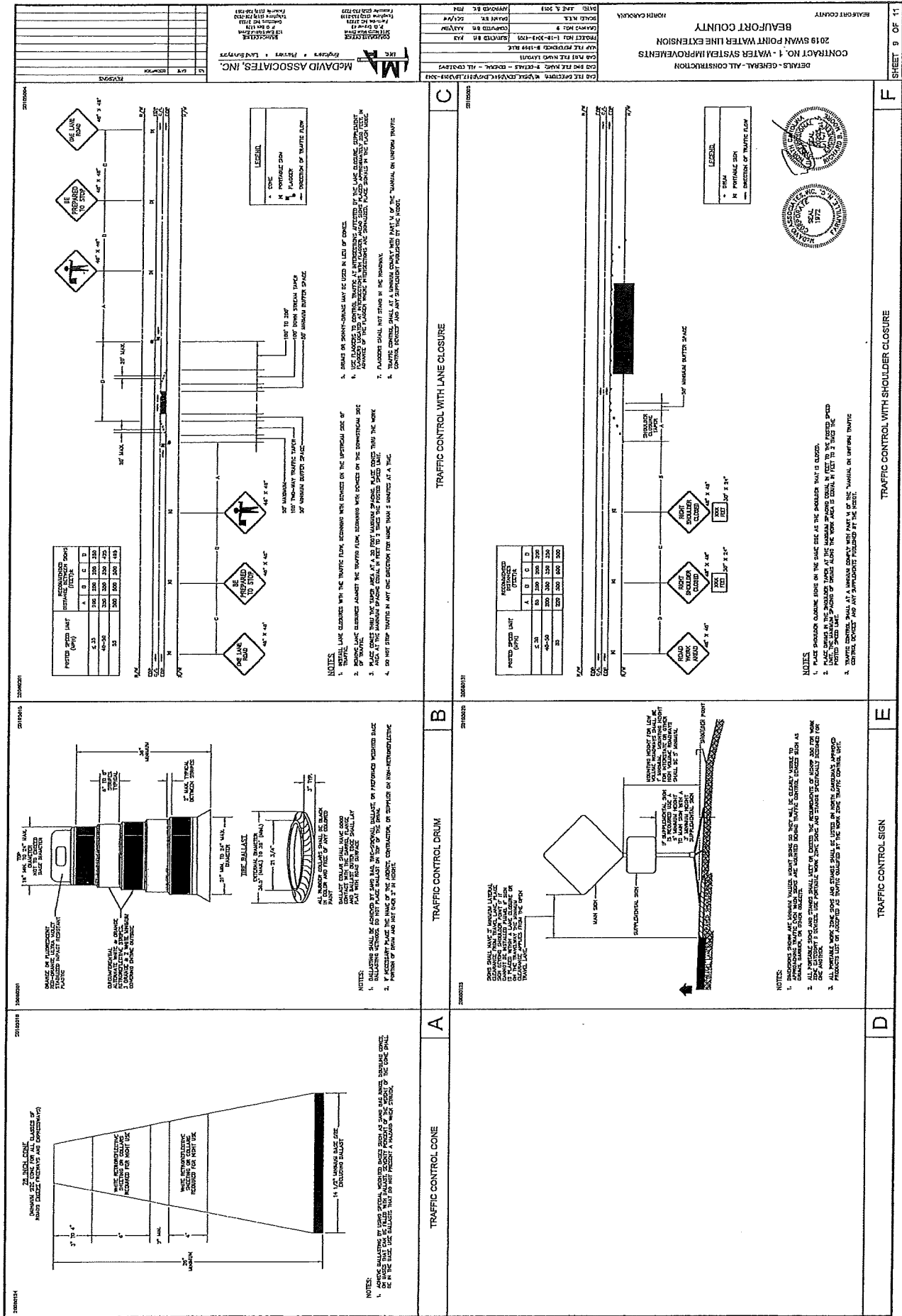
- 1. PAY PRICE OF THE HYDRAUNT SHALL INCLUDE ALL SERVICES EXTENDED AS REQUIRED TO FULLY INSURE HYDRAUNT AGAINST WITH RESPECT TO THERMALITY.
- 2. HYDRAUNT LIES UNDER SPINCHES SHALL HAVE A MINIMUM OF FOUR (4) FEET OF COVER BELOW SPINCH POINT.
- 3. PROVIDE CONCRETE THURST BLOOMING IN ACCORDANCE WITH SECTION 0506 OF THE SPECIFICATIONS.

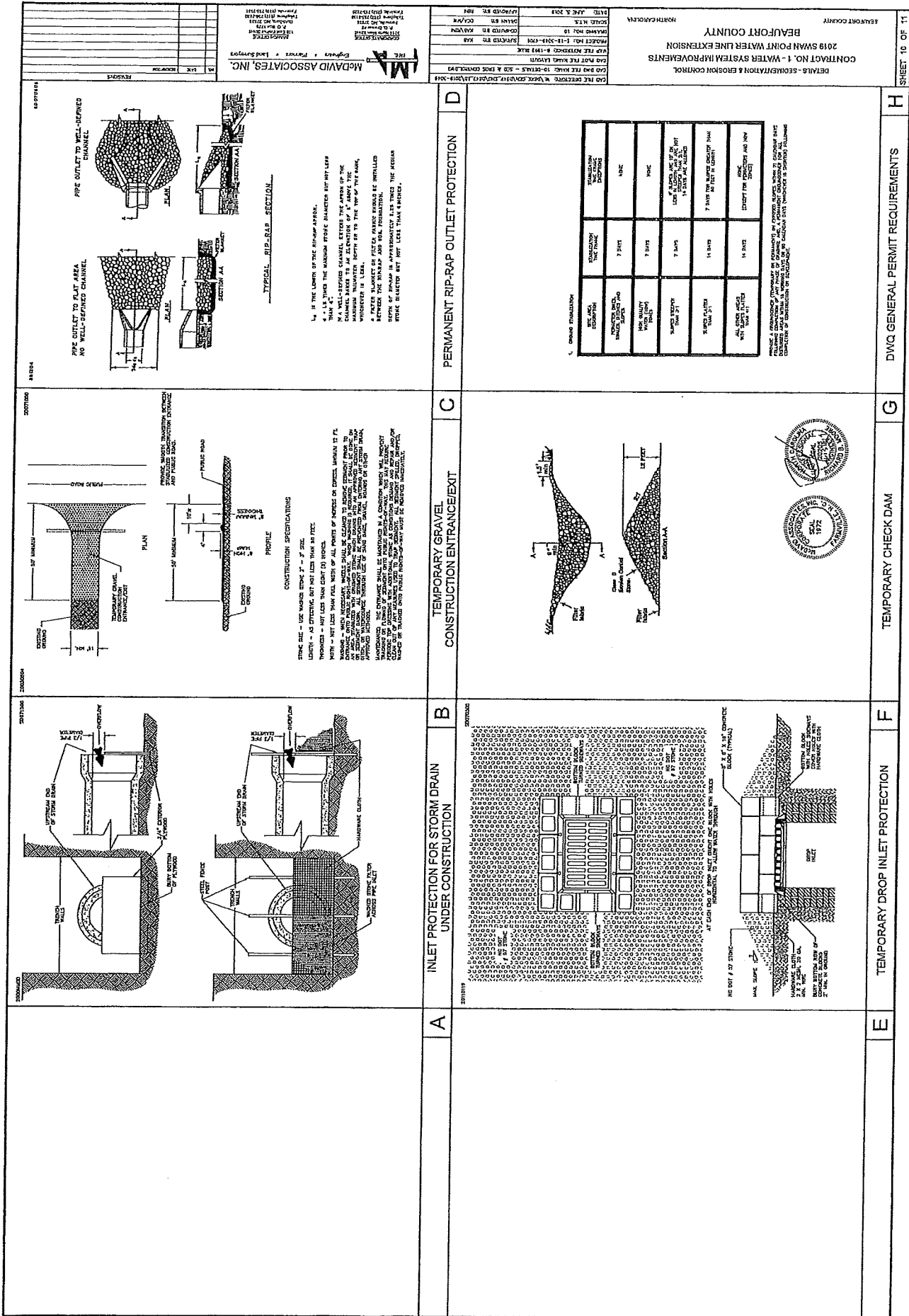


INSTALL SERVICE LINE A MINIMUM OF THREE (3) FEET BELOW FINISHED GRADE AND A MINIMUM OF THREE (3) FEET FROM EITCH BANK.
DISCHARGE SERVICE LINE IN PVC PIPE WHICHEVER SERVICE LINE SET WATER AND DISCHARGE FEET BEYOND RIGHT-OF-WAY OR SET BEHIND TOP OF EITCH BANK, WHICHEVER IS GREATER.
INSTALL LOCATION WAS FROM MAIN TO UTILITY DRAIN.

3/4" OR 1" WATER SERVICE

[illegible]







McDAVID ASSOCIATES, INC.

Engineers • Planners • Land Surveyors

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

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

June 25, 2022

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

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

Dear Ms. Smith:

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

Herring – Rivenbark, Inc. \$288,718.00

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

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

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

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

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

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

if I may answer any questions.

Sincerely,

McDAVID ASSOCIATES, INC.

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

Richard B. Moore, P.E.
Farmville Office

Enclosures

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

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

- WHEREAS,** Beaufort County desires to install water line extension along Swan Point Drive, Dockside Lane, Stokes Avenue, Bethel Avenue, and Greenville Avenue to provide water service to existing residential housing units, and
- WHEREAS,** Plans for construction have been completed and bids for construction were received on April 26, 2022, and
- WHEREAS,** Insufficient number of bids were submitted on April 26, 2022, requiring the project to be re-advertised with a second bid opening of May 10, 2022, and
- WHEREAS,** In accordance with public bidding requirements, a single bid was submitted on May 10, 2022, said bid opened and publicly read aloud, and
- WHEREAS,** Herring - Rivenbark, Inc. submitted the low bid for Contract No. 1 – Water System Improvements in the amount of \$288,718.00, and
- WHEREAS,** Bid Negotiation was performed in an effort to reduce overall project cost, and
- WHEREAS,** The Engineer has prepared a Recommendation of Award for Beaufort County Board of Commissioners' consideration and approval,

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

That the attached budget is approved.

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

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

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

Franky Waters, Chairman
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

Katie Mosher
Clerk to the Board

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

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

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

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

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

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

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

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

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

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

PROPOSED NEGOTIATED CONTRACT AWARD AMOUNT: \$229,122.50

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

entitled to per the terms of the contract.

We agree to the terms and conditions of this document:

Christina L. Smith, P.E.
Public Works Director
Beaufort County
OWNER

Date

Craig Neuhoff - Vice-President
Herring-Rivenbark, Inc.

Date

CONTRACTOR

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

Date

PROJECT ENGINEER

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

			Contract As Per Bid			Adds/Deducts		Contract As Per Bid Neg Part A	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Base Bid Items									
1	2" PVC PIPE FOR WATER LINES	LF	930	\$22.00	\$20,460.00		\$0.00	\$22.00	\$20,460.00
2	3" PVC PIPE FOR WATER LINES	LF	1,475	\$27.00	\$39,825.00		\$0.00	\$27.00	\$39,825.00
3	2" GATE VALVE AND BOX	EA	5	\$1,005.00	\$5,025.00		\$0.00	\$1,005.00	\$5,025.00
4	3" GATE VALVE AND BOX	EA	6	\$1,300.00	\$7,800.00		\$0.00	\$1,300.00	\$7,800.00
5	2" 11½" Bend, PVC FITTING FOR WATER LINES	EA	1	\$83.00	\$83.00		\$0.00	\$83.00	\$83.00
5a	2" 11½" 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" 11½" Bend, PVC FITTING FOR WATER LINES	EA	1	\$122.00	\$122.00		\$0.00	\$122.00	\$122.00
9a	3" 11½" 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	Unit Price	Total
Base Bid Items					
1	2" PVC PIPE FOR WATER LINES	LF	930	\$22.00	\$20,460.00
2	3" PVC PIPE FOR WATER LINES	LF	1475	\$27.00	\$39,825.00
3	2" GATE VALVE AND BOX	EA	5	\$1,005.00	\$5,025.00
4	3" GATE VALVE AND BOX	EA	6	\$1,300.00	\$7,800.00
5	2" 11 1/4" Bend, PVC FITTING FOR WATER LINES	EA	1	\$83.00	\$83.00
6	2" 22 1/2" Bend, PVC FITTING FOR WATER LINES	EA	1	\$126.00	\$126.00
7	2" 45" Bend, PVC FITTING FOR WATER LINES	EA	2	\$33.00	\$66.00
8	2" 90" Bend, PVC FITTING FOR WATER LINES	EA	5	\$36.00	\$180.00
9	3" 11 1/4" Bend, PVC FITTING FOR WATER LINES	EA	1	\$122.00	\$122.00
10	3" 22 1/2" 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	\$66.00	\$132.00
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	\$1,960.00	\$101,460.00
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					\$268,718.00

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

[Signature]
 Richard B. Moore, P.E.

5/11/2022

Date

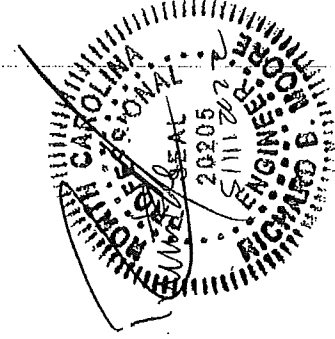


EXHIBIT C

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

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;

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

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 III*

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:

An easement twenty (20) feet in width centered over the waterline **except water improvements RWW III* 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 Rockside 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 Grantee's waterlines and appurtenant facilities shall rest with the Grantor.

4. Subject to the foregoing, Grantor reserves the right to use the lands in and over which a 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the year and date first above written.



ROBERT WHITLEY, III

COUNTY OF BEAUFORT

By: _____
~~TERRY EVANS~~ Chairman of Board of
Commissioners

Katherine Mosher

DRAFT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I _____, a notary Public in and
for 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:

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:

ADDENDUM 6

Revision to Flood Damage Prevention Ordinance

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 lumbars 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) LHMWA

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 Moser
(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
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov



Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685

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).

Chairman Frankie Waters
September 16, 2022

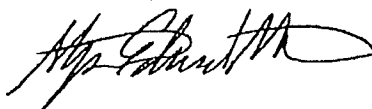
4. 276 W. Eagle View Lane

- 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

ADDENDUM 7

FEMA Hazard Mitigation Program

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

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

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 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-Recipients have not been suspended or debarred from doing business with federal or State government.

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

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.**

- 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	<u>13,048</u>
	TOTAL REVENUES	\$ 38,975

EXPENSES:

170-4440-519440	MANAGEMENT COSTS 4393-0026	\$ 25,927
170-4440-519440	MANAGEMENT COSTS 4393-0049R	<u>13,048</u>
	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: 11/7/2022

Agenda Section: Item for Decision

Presenter: Matthew Cheeseman, Superintendent of Schools

Agenda Title: Distribution Request for Public School Building Repair and Renovation Fund

Summary of Information: The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Through this Fund, each county will receive equal annual allocations to be used for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings, but may not be used for retirement of indebtedness. The fund started last year with \$30M (\$300,000 for each county) for FY-2021-2022 and is set to grow to \$50M (\$500,000 for each county) annually starting in FY 2022-23.

Superintendent of Schools, Matthew Cheeseman, is here tonight to request approval from the Board to draw down \$800,000 in existing state funds for a project at Chocowinity Primary School.

Fiscal Impact: No County funds required.

Submitter Recommendations/Motions: Consider the School Board's request to draw down \$800,000 from the Public School Building Repair and Renovation Fund for a project at Chocowinity Primary School.

Attachments:

1. Distribution Request
2. State Budget - Session Law 2021-180
3. PSBRRF Operations Manual

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY

Approved By: _____

Date: _____

Date of Request: October 31, 2022

County: Beaufort County Contact Person: Dr. Matthew Cheeseman
Address: Washington, NC Title: Superintendent
LEA: Beaufort County Schools Phone: 252-946-6593
Address: 321 Smaw Road Washington, NC 27889 Email: mcheeseman@beaufort.k12.nc.us

Project Title: Chocowinity Primary School: Grade 5 - Renovation/Relocation
Project Address: 606 Gray Road
Chocowinity, NC 27817
Type of Facility: Chocowinity Primary School PK-5

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replacement: New Classroom Modular with Bathroom
Start Date: January 1, 2023; End Date: August 11, 2023 - Demolish current modular, new modular erected in same location.

Estimated Costs:

Planning and Design Services.....	\$0
New Construction – Facility Enlargement	\$765,000.00
New Construction – Addition(s)	\$
Existing Construction – Facility Improvements	\$20,000.00
Existing Construction – Facility Repairs	\$15,000.00
Existing Construction – Facility Renovations	\$
TOTAL	\$800,000.00

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$800,000.00 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners)

November 7, 2022

(Date)

(Signature – Chair, Board of Education)

November 7, 2022

(Date)

PRINT FORM

CLEAR FORM

(b) For the purposes of this section, the term "lease agreement" shall include any ancillary agreements or predevelopment agreements entered into in anticipation of or in accordance with a lease. A lease agreement entered into pursuant to this subsection shall be subject to the requirements of Article 8 of Chapter 159 of the General Statutes. In determining whether the lease agreement is necessary or expedient pursuant to G.S. 159-151(a)(1) and G.S. 159-151(b)(1), the Local Government Commission may consider any other relevant construction and financing methods available to the county.

"§ 115C-546.14. Reporting.

(a) On or before April 1 of each year, a grant recipient shall submit to the Department of Public Instruction an annual report for the preceding year that describes the progress of the project for which the grant was received. The grant recipient shall submit a final report to the Department of Public Instruction within three months of the completion of the project.

(b) On or before May 1 of each year, the Department of Public Instruction shall submit a report to the chairs of the Senate Appropriations Committee on Education/Higher Education, the chairs of the House Appropriations Committee on Education, and the Fiscal Research Division. The report shall contain at least all of the following information for the fiscal year:

- (1) Number and description of projects awarded.
- (2) Total cost of each project and amount supported by the Needs-Based Public School Capital Fund.
- (3) Projections for local school administrative unit capital needs for the next 30 years based upon present conditions and estimated demographic changes.
- (4) Any legislative recommendations for improving the Needs-Based Public School Capital Fund program."

SECTION 4.4.(a1) Chapter 115C of the General Statutes is amended by adding a new Article to read:

"Article 38C.

"Public School Building Repair and Renovation Fund.

"§ 115C-546.15. Fund created; administration.

There is created the Public School Building Repair and Renovation Fund. The Fund shall be administered by the Department of Public Instruction and shall be used to provide funds to counties for repair and renovation projects for local school administrative units within a county.

"§ 115C-546.16. Fund disbursements; allowable uses.

The Department of Public Instruction shall annually allocate all funds available from the Fund to each county in this State in equal amounts. Counties shall utilize funds received under this section for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units located in the county. Funds received under this section shall not be used for the retirement of indebtedness. As used in this section, "public school buildings" has the same meaning as in G.S. 115C-546.2(b)."

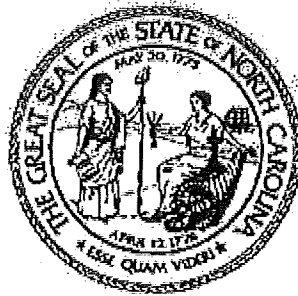
SECTION 4.4.(b) Counties previously awarded grant funds from the Needs-Based Public School Capital Fund that have not yet started construction of the project may apply to the Department of Public Instruction to increase the grant award if the maximum grant award or matching requirements in subsection (a) of this section are more beneficial to the county. Notwithstanding G.S. 115C-546.10, the Department of Public Instruction shall prioritize applications submitted pursuant to this subsection.

SECTION 4.4.(c) Beginning with the 2021-2022 fiscal year, a grant recipient that was awarded funds pursuant to Sections 5.3(d) through (e2) of S.L. 2017-57, as amended, shall be subject to the provisions contained in the agreement entered into with the Department of Public Instruction for the administration of the remaining term of the grant.

SECTION 4.4.(d) Sections 5.3(d) through (h) of S.L. 2017-57, as amended by Section 1.1(a) of S.L. 2017-187, Section 1.1 of S.L. 2017-212, Section 5.3 of S.L. 2018-5, and Section 3A.1(a) of S.L. 2018-80, are repealed.

OPERATIONS MANUAL PUBLIC SCHOOL BUILDING REPAIR and RENOVATION FUND

(Established by the 2021 Session of the North Carolina General Assembly)



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North Carolina Department of Public Instruction

SCHOOL PLANNING SECTION - DISTRICT OPERATIONS DIVISION – NCDPI

**OPERATIONS MANUAL
PUBLIC SCHOOL BUILDING REPAIR and RENOVATION FUND**

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PUBLIC SCHOOL BUILDING REPAIR and RENOVATION FUND

PURPOSE

This manual contains guidelines and regulations relevant to the Public School Building Repair and Renovation Fund (PSBRRF), and is provided to assist counties and local Education Administrations (LEAs) with the performance of the following tasks:

- (1) Applying for funds for public school repair and renovation projects (distribution requests).
- (2) Drawing down allocated funds (fund disbursement).
- (3) Reporting how allocated funds are used (Final Reports).

Since counties and the LEAs within the counties must work together in dealing with all aspects of the PSBRRF, the terms “county,” “LEA” and “county/LEA” are used interchangeably in this manual.

BACKGROUND

Article IX, Section 2(1) of the North Carolina State Constitution provides that the State is responsible for public schools. **Article IX, Section 2(2)** delegates the financial responsibility for public school buildings and grounds to the County.

G.S. 115C-408(b) reads as follows:

“To insure a quality education for every child in North Carolina, and to assure that the necessary resources are provided, it is the policy of the State of North Carolina to provide from State revenue sources the instruction expenses for current operations of the public school system as defined in the standard course of study.”

“It is the policy of the State of North Carolina that the facilities requirements for a public education system will be met by county governments.”

In order to assist county governments in meeting their public school building repair and renovation needs, the North Carolina General Assembly passed legislation in 2021, as part of **S.L. 2021-180**, that established a new source of revenue to be used specifically for repair and renovation projects. Per **SECTION 4.4.(a1)** of that legislation, “Chapter 115C of the General Statutes is amended by adding a new Article: Article 38 C. Public School Building Repair and Renovation Fund.” **“G.S. 115C-546.15. Fund created; administration.** There is created the Public School Building Repair and Renovation Fund. The fund shall be administered by the Department of Public Instruction and shall be used to provide funds to counties for repair and renovation projects for local school administrative units within a county.”

As of the publication date of this manual, the PSBRRF is one of three sources of recurring State funding for the capital facility needs of counties and the LEAs within them. The other sources of revenue are the Public School Building Capital Fund (PSBCF) and the Needs-Based Public School Capital Fund (NBPSCF). Additional information regarding the PSBCF and the NBPSCF can be found on the Capital Funding page within the School Planning Section of the Department of Public Instruction (DPI) website.

<https://www.dpi.nc.gov/districts-schools/district-operations/school-planning/capital-funding>

SOURCES AND DISTRIBUTION OF REVENUE

As it is with the PSBCF and NBPSCF, the source of revenue for the PSBRRF is the North Carolina Education Lottery. The General Assembly appropriates a lump sum of Lottery revenue to the PSBRRF each fiscal year. For FY 2021-22 and FY 2022-23, the first two years of the Fund, the appropriated lump sums were \$30 million and \$50 million, respectively.

Per **G.S. 115C-546.16**, *“The Department of Public Instruction shall annually allocate all funds available from the Fund to each county in this State in equal amounts.”* Accordingly, the one hundred counties within the state receive an equal amount of Lottery revenue from the PSBRRF on an annual basis. For counties that have multiple LEAs (school districts), the county’s share of revenue is distributed to those LEAs based upon their average daily membership (ADM). ADM numbers are recalculated each year by DPI.

Lottery revenue is distributed to DPI four times throughout the year, roughly coinciding with each fiscal year quarter, and placed into PSBRRF Unallocated Balance accounts that have been established for each county/LEA by DPI. It is, however, usually four to six weeks after the end of a quarter before the amount of the distribution is made known to DPI and distribution among the counties can be calculated. Consequently, first quarter (July-August-September) revenue is usually distributed in mid-November, and so forth. When fourth quarter revenue cannot be distributed by DPI in June, the last month of a fiscal year, it is usually distributed in July, the first month of the next fiscal year.

Lottery revenue earns monthly interest at the standard interest rate established by the State. Revenue from interest earned on funds deposited into Unallocated Balance accounts of counties/LEAs is distributed based upon the cash balances of their individual Unallocated Balance accounts. Revenue from interest earned on allocated but unspent funds in county disbursing accounts (see **DISBURSING ACCOUNTS**) is distributed based upon individual county/LEA project allocations. All earned interest revenue is deposited into the Unallocated Balance accounts of counties/LEAs. Earned interest revenue is not deposited into county disbursing accounts.

EXPENDITURE GUIDELINES

Per **G.S. 115C-546.16**, *“Counties shall utilize funds received under this section for enlargement, improvement, expansion, repair or renovation of classroom facilities at public school buildings within local school administrative units located in the county. Funds received under this section shall not be used for the retirement of indebtedness. As used in this section, “public school buildings” has the same meaning as in G.S. 115C-546.2(b).”*

The definition of public school buildings per **G.S. 115C-546.2(b)** includes the following provision: *“...only includes facilities for individual schools that are used for instructional and related purposes and does not include centralized administration, maintenance, or other facilities.”*

As interpreted by DPI, the following types of public school building projects and expenditures are allowable per the provisions of the referenced statutes:

1. Enlargement (expansion) of classroom facilities.
2. Improvements to classroom facilities.
3. Repair of existing building components and systems of classroom facilities.
4. Renovation of existing classroom facilities.
5. Equipment purchases for classroom facilities.
6. Project planning/design fees.

Enlargement (expansion) of classroom facilities is typically accomplished with the construction of building additions, either attached or stand-alone. Such additions must be used for instructional purposes (i.e., classrooms and classroom support areas).

Upgrades to classroom facilities that improve their functionality and the quality of the learning environment within are eligible for funding through the PSBRRF. Some examples are new room finishes (painted walls, new floor coverings and ceiling tiles), new light fixtures, new doors and windows, and interior renovations such as rearrangement and/or enlargement of rooms. Exterior painting, partial or complete re-roofing of classroom buildings, upgrades to and replacement of HVAC, plumbing, electrical, communications and security system components are also eligible for funding through the PSBRRF.

With regards to new equipment, funds from the PSBRRF may be used to purchase items that are to be permanently installed, i.e., equipment that becomes part of the building. Eligible items include, but are not limited to, audio/visual equipment, teleconference systems, wall-mounted electronic blackboards, and interactive smartboards. Not considered as being eligible for funding are classroom furniture (desks, chairs, tables, and other such movable items) and typical school supplies (paper, pencils, pens, markers, pencil sharpeners, etc.).

It is allowable to use funds allocated from the PSBRRF to pay for architectural and engineering design service fees for new construction, repair and renovation projects. Other allowable expenses include fees for investigative services needed for design preparation, such as

subsurface investigations for new building construction, and fees for inspections to determine the presence of and the need to remove hazardous materials (asbestos, lead-based paint, etc.) for building renovation projects.

The referenced statutes specifically prohibit the use of PSBRRF funds for the retirement of indebtedness. DPI interprets these statutes and legislation regarding other Lottery-sourced Capital Funds (PSBCF and NBPSCF) as prohibiting the use of funds allocated from the PSBRRF for the following additional items:

1. Real property acquisition.
2. Mobile or modular classroom purchase and/or installation.
3. Purchase of computers and other “school technology” equipment that does not meet the parameters described above.
4. Improvements to school campus site features such as roads, parking lots, playgrounds, tennis courts, athletic fields and lighting, bleachers, grandstands, etc.

It should be noted that the preceding lists of allowable and prohibited expenditures are not all-inclusive. Questions about the eligibility of specific projects should be directed to DPI School Planning prior to the submission of a request for funding.

FUNDING APPLICATION PROCESS

In order to receive an allocation from the PSBRRF, a county/LEA must submit to DPI a completed “Distribution Request” form. A copy of this form is available online on the Capital Funding page within the School Planning section of the DPI website (see link above in **BACKGROUND**).

Each project for which funding is being requested must be submitted on a separate Distribution Request form. Information to be provided on the form should be submitted in brief, descriptive phrases; complete sentences are not required. Following is a brief description of the information required by the form. The submitted information will be entered by DPI into a database for the purpose of recording the types of projects being funded and the amount of funds being allocated for those projects.

Date of Request: The date the request form is submitted to DPI

County: Name of county requesting funds

Address: Of the county contact person

LEA: Name of applicant school system

Address: Of applicant school system

Contact Person: Name of county official

Title: Of the county contact person

Phone: Of the county contact person

Email: Of the county contact person

Project Title: Short, descriptive title; Example: “Replacement of HVAC systems in Building A”

Project Address: School name and address where project is to be undertaken

Type of Facility: Classroom facility at High School, Junior High School or Middle School, Elementary or Primary School, K-12, etc.

Short Description of Project: Brief description of building(s) and work to be done, such as number of classrooms to be added, or replacing HVAC, windows, doors, re-roofing; include age(s) of building(s) if known.

Estimated Costs: Provide applicable estimate(s) of construction cost(s) for which funding is being requested and a TOTAL cost.

Amount Requested: Provide the total amount of State funds requested to be released for the project.

Signatures: The Chairpersons of both the County Commissioners and the local Board of Education must sign and date the form. Forms that are submitted to DPI without both signatures may not be processed.

The intent of requiring signatures of the Chairpersons of both groups is to indicate that the two groups are in agreement with regards to the appropriateness of the proposed use of funds. In essence the Chairpersons are:

- a. Requesting release of a specific amount of money, which may be the same or less than the total project costs listed elsewhere on the Distribution Request form.
- b. Agreeing to submit a Final Report upon completion of the project.

The Distribution Request form has no line item designated for "Matching Funds." The PSBRRF does not require a local match for allocated funds.

If the project for which funds are being requested requires the use of professional design services and the development of construction documents, then a copy of the "Certificate of Review" (C.O.R) issued for that project must be submitted along with the Distribution Request form. A C.O.R. is a form issued by the School Planning Section of DPI to certify that construction documents for a project have been reviewed and project designs are acceptable.

Not all projects require School Planning review and a C.O.R. to be funded. For those that do, funds needed to pay for planning/design services can be allocated before the issuance of a C.O.R. Additional information regarding review of construction documents is provided in the **Project Planning and DPI Plan (Design) Review** section of the **Appendix**.

Completed and signed Distribution Request forms are to be emailed as PDF files to the School Planning Section contact person listed in the **Contact Information** section of the **Appendix**. It is important for all information provided on the forms to be clear and legible. If it is not, then submission of a hard (paper) copy may be required.

FUNDING APPROVAL AND ALLOCATION

Distribution requests are processed monthly by the School Planning Section of DPI. Request forms are accumulated throughout the month and processed together during the last week of the month, typically around the 26th. Request forms should, therefore, be submitted to DPI no later than the 25th. For the months of February (shorter number of days), June (last month of fiscal year), and December (last month of calendar year), request forms should be submitted a week earlier. Exceptions to submission dates are typically posted on the Capital Funding page within the School Planning section of the DPI website.

If a county/LEA's PSBRRF Unallocated Balance account has a balance equal to or greater than the amount of funds requested, then the full amount of the request will be allocated at one time as long as the project for which funds are requested meets the applicable expenditure guidelines. If the account balance is less than the amount requested, then whatever funds are available when the request is first processed (less a nominal amount to keep a positive balance) will be allocated; additional funds will be allocated as they become available in subsequent months/quarters until the full amount of the funding request has been allocated.

When allocation of funds is authorized for a project, DPI transfers those funds from the county/LEA's PSBRRF Unallocated Balance account to the county's disbursing account in the State Treasurer's Office, usually by the second or third business day of the upcoming month. For example, if funding is authorized on January 26th, funds would be available by February 2nd or 3rd (unless there are non-business days between those dates). Additional information regarding county disbursing accounts is provided in **DISBURSING ACCOUNTS**.

Upon approval of funding, a Memorandum is sent via email to the finance officers of the county and LEA. County and LEA finance officers are encouraged to contact DPI regarding the status of a funding request if they have not received a Memorandum by the tenth business day of the month after the request was submitted. Completed and signed application forms are retained and filed by DPI School Planning Section.

ACCOUNT REPORTS

The School Planning Section of DPI publishes monthly reports that show revenue distributions to county/LEA Unallocated Balance accounts and project allocations (fund disbursements) made from those accounts. These reports are posted on the Capital Funding web page (referenced above). Information about accessing those reports is provided in the **School Planning Website Information** section of the **Appendix**.

DPI does not issue individual account reports to county managers, school superintendents or other public school system personnel. Circulation of account reports posted by DPI to such personnel is the responsibility of county and LEA finance officers.

DISBURSING ACCOUNTS

The State Treasurer's Office has established a disbursing account for each county and is responsible for monitoring disbursing account activity. These disbursing accounts have funds transferred to them from the three State "Lottery" Funds - PSBCF, NBPSCF and PSBRRF. It is the responsibility of each county finance officer to maintain a record of how much of the unspent balance in their account was allocated from each of these Funds.

The State Treasurer's Office is responsible for sending specifications for warrants (checks) to each county finance officer, who will then order warrants from a printer of the county's choice. After funds have been transferred to a county's disbursing account, the county finance officer will write warrants against the account to the "ultimate" (or terminal) payee to pay expenses for the capital project. The ultimate payee may be, for example, a contractor that has completed certain work or a vendor who has provided a certain product. A warrant may also be written for the local Board of Education as reimbursement for a payment the Board has already made to a contractor or vendor. The county finance officer must not make warrants to pay expenses for any project other than the one funded, and must not transfer funds from the disbursing account into another account. In addition to being expressly prohibited, transfer of funds into another county account would deprive the county/LEA of interest that would be earned if those funds had remained in the disbursing account.

DPI considers a capital project that was funded through the PSBRRF to be "complete" upon final payment of all project expenses. If any allocated State funds are left unspent upon completion of a capital project, a request must be sent to DPI by the county/LEA to release those funds and transfer them back to the PSBRRF (see **REPORTING REQUIREMENTS**). Excess allocated funds are to remain in the county disbursing account until being transferred back to the PSBRRF since warrants on that account are only to be written to the ultimate (terminal) payee(s). DPI has a process for creating a 'negative allocation' to transfer funds from the county disbursing account back to the county/LEA's Unallocated Balance account. Doing so allows unspent funds to be used on future projects. Additional steps are required by DPI and others to perform this adjustment process if funds have been transferred into a different account.

REPORTING REQUIREMENTS

The State Treasurer's Office publishes on its website statements for each county that show disbursing account activity such as deposits, cleared warrants and balances. The NC Administrative Code (**20 NCAC 1C.04020**) requires all agencies for which a disbursing account has been established to reconcile their disbursing account activity with such statements on a monthly basis. The county finance officer is responsible for performing this reconciliation by completing the electronic Statement Verification process on the Core Banking System (CB\$) website. Additional information regarding this process is provided in the **Reports to the State Treasurer** section of the **Appendix**.

A Final Report must be submitted to DPI by the county/LEA within 60 days of completion of any project for which funds from the PSBRRF have been allocated. As indicated above, a project is considered to be “complete” once final payment has been made to the ultimate payee(s). If the county and the LEA have arranged for the LEA to be the ultimate payee, then the project would be considered “complete” upon final payment to the LEA by the county. “Final Report” forms are available online on the Capital Funding page within the School Planning section of the DPI website (see link above in **BACKGROUND**).

If the county has an unexpended balance in its disbursing account for a specific project and submits a Final Report form showing the resulting positive difference between funds allocated and funds spent for that project, then DPI will consider the submission to be a request to redeposit the unspent funds into the county/LEA’s PSBRRF Unallocated Balance account. If a Final Report is not submitted for a project, then a written request, either by letter or electronic memo, must be submitted to close out the project and have unspent funds redeposited. The process for redepositing funds into the PSBRRF Unallocated Balance account is as described above in **DISBURSING ACCOUNTS**.

The county and the LEA bear joint responsibility for submitting a Final Report as evidenced by the need for signatures of the Chairpersons of both the County Commissioners and the local Board of Education. DPI does not designate which entity is responsible for preparing and submitting the Final Report. It does, however, suggest that the two boards reach an understanding as to the assumption of that responsibility.

The status of projects funded through the PSBRRF is provided for each county/LEA by the “Monthly Projects Report” posted on the School Planning Capital Funding page. In that report a “Y” in the far right-hand column indicates project completion and receipt of a Final Report by DPI; “N” indicates otherwise. County and LEA finance officers are encouraged to review these reports on a monthly basis and to stay up-to-date with Final Report submissions. If DPI does not receive a Final Report for a completed project in a timely manner, then audit exceptions may be recorded for both the county and the LEA.

APPENDIX

Project Planning and DPI Plan (Design) Review

A primary planning/design tool used by School Planning is the State Board of Education's publication *Public Schools of North Carolina Facilities Guidelines*, a copy of which can be found using the following link:

<https://www.dpi.nc.gov/media/569/download>

This publication provides recommendations for public school building elements and spaces. Other planning/design tools used by School Planning include computer programs that calculate needed spaces within school facilities and the sizes of those spaces (based upon anticipated capacity), and accumulated construction cost data. Additional planning/design resources are noted in the **School Planning Website Information** section of the **Appendix**.

In general, a project must be submitted to the School Planning Section of DPI for review and comment if the estimated project construction cost, per NC General Statutes, requires the design services of an architect and/or professional engineer. Projects that involve construction of building additions, major renovations or significant repairs typically fall into this category. There are some projects, however, that need to be submitted for review regardless of their estimated cost. Determining which projects fall into this category may be difficult. A table is provided in the *Facilities Guidelines* publication (referenced above) to aid designers and counties/LEAs in making this determination. The table lists the types of projects that do and do not require review by School Planning. The table is not designed to be all-inclusive, so any questions about whether or not a specific project must be reviewed should be referred to School Planning for clarification.

Project funding, whether by local revenue, debt service, donation (e.g. the Boosters Club), PSBRRF, or other sources, is not a factor used to determine if project construction documents must be submitted for review. It should be noted, however, that if a project is of the type that requires review by School Planning, construction funding from the PSBRRF cannot be approved until the School Planning review process has been completed and a Certificate of Review has been issued.

Plan (design) review is typically conducted as each primary design phase of a project is completed – Schematic Design (SD) Phase, Design Development (DD) Phase, and Construction Document (CD) Phase. Drawings and specifications submitted for CD Phase review should be no less than 95% complete.

Plan review by School Planning helps to ensure that proposed school facilities properly accommodate and facilitate educational programs. Comments made as part of a School Planning review will typically stress safety, longevity, durability, flexibility, economy, and efficiency of building construction systems. Design review and comments will take into consideration local program flexibility while providing accountability with respect to the *North Carolina Public Schools Facilities Guidelines*.

When submitting project documents for review, designers are to use the transmittal forms provided by DPI School Planning Section, which are available on its web page at the following link:

<https://www.dpi.nc.gov/districts-schools/district-operations/school-planning/design-review#submittal-forms>

Smaller projects are often managed by local maintenance personnel without involving a professional designer. Small-scale roof repair and partial roof covering replacement projects are common examples. For roofing projects such as these, the LEA should submit the Roof Replacement Submittal Form provided by School Planning. The link to the form is:

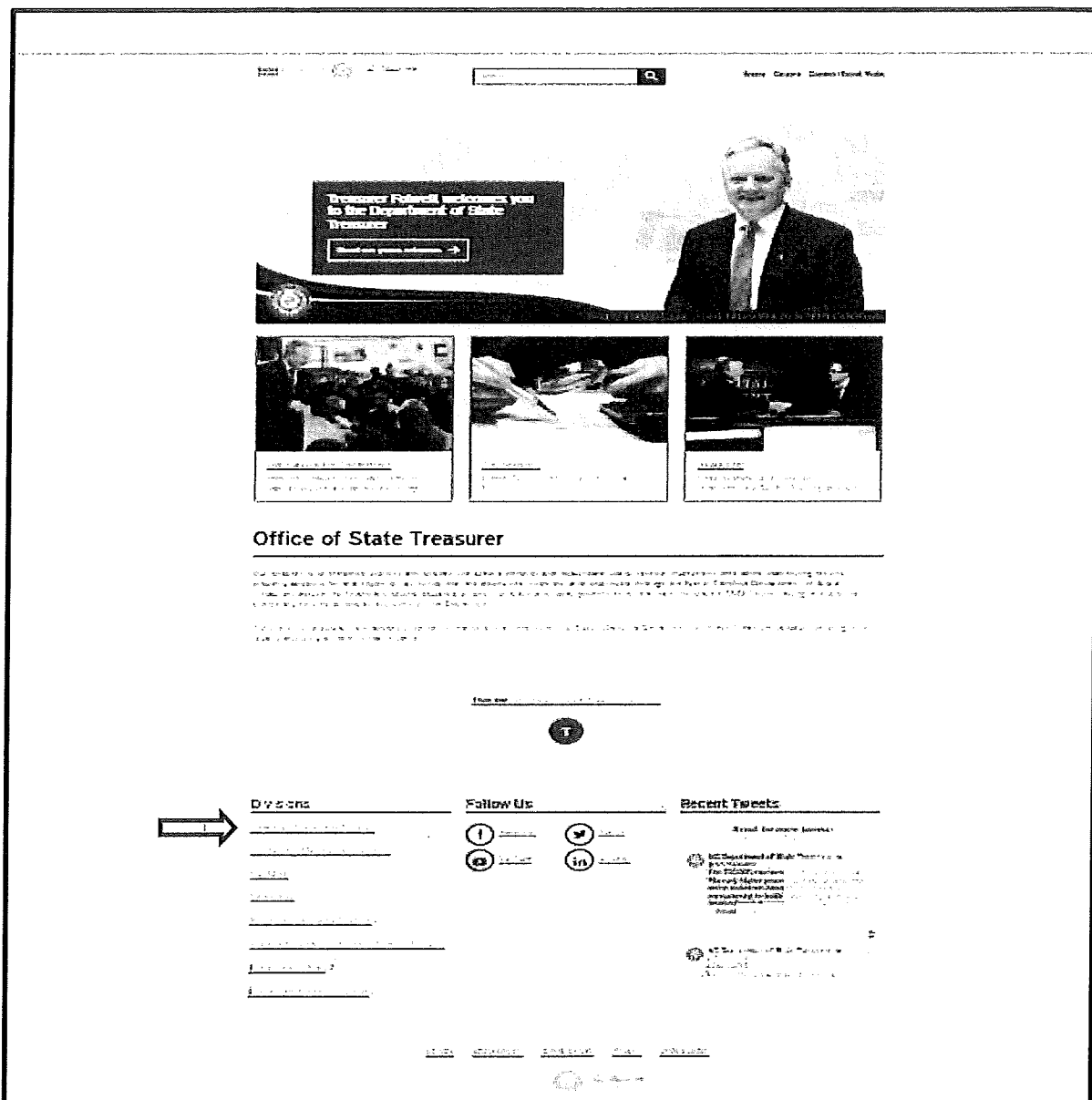
<https://files.nc.gov/dpi/documents/schoolplanning/roof-submittal-form.pdf>

If additional information and/or drawings are required for a roofing project, School Planning will notify the county/LEA. Otherwise, the Roof Replacement Submittal Form will be sufficient for approval of PSBRRF allocations.

Reports to State Treasurer

The office of the State Treasurer requires county finance officers to reconcile their disbursing account activity each month and to report agreement via a 'check box' on the Core Banking System (CB\$) website. The State Treasurer does not mail printed statements to the counties; reconciliation and review are accomplished by this electronic process instead.

To access the State Treasurer website, open an internet browser and go to <https://www.nctreasurer.com>. Select Financial Operations Division from among the list of titles below the heading "Divisions."



To access the Core Banking System, first click on the [Banking](#) and [Core Banking System](#) icons.

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Financial Operations

The Financial Operations Division (FOD) is charged with properly accounting for and reporting on all funds that are deposited, invested, and disbursed through the Department of State Treasurer. FOD performs the State Treasurer's role of serving as the State's banker and ensures that efficient banking services are provided to all State agencies and institutions. Procurement and Contracting is a centralized function that ensures compliance and consistency in purchasing and contracting for the Department of State Treasurer.





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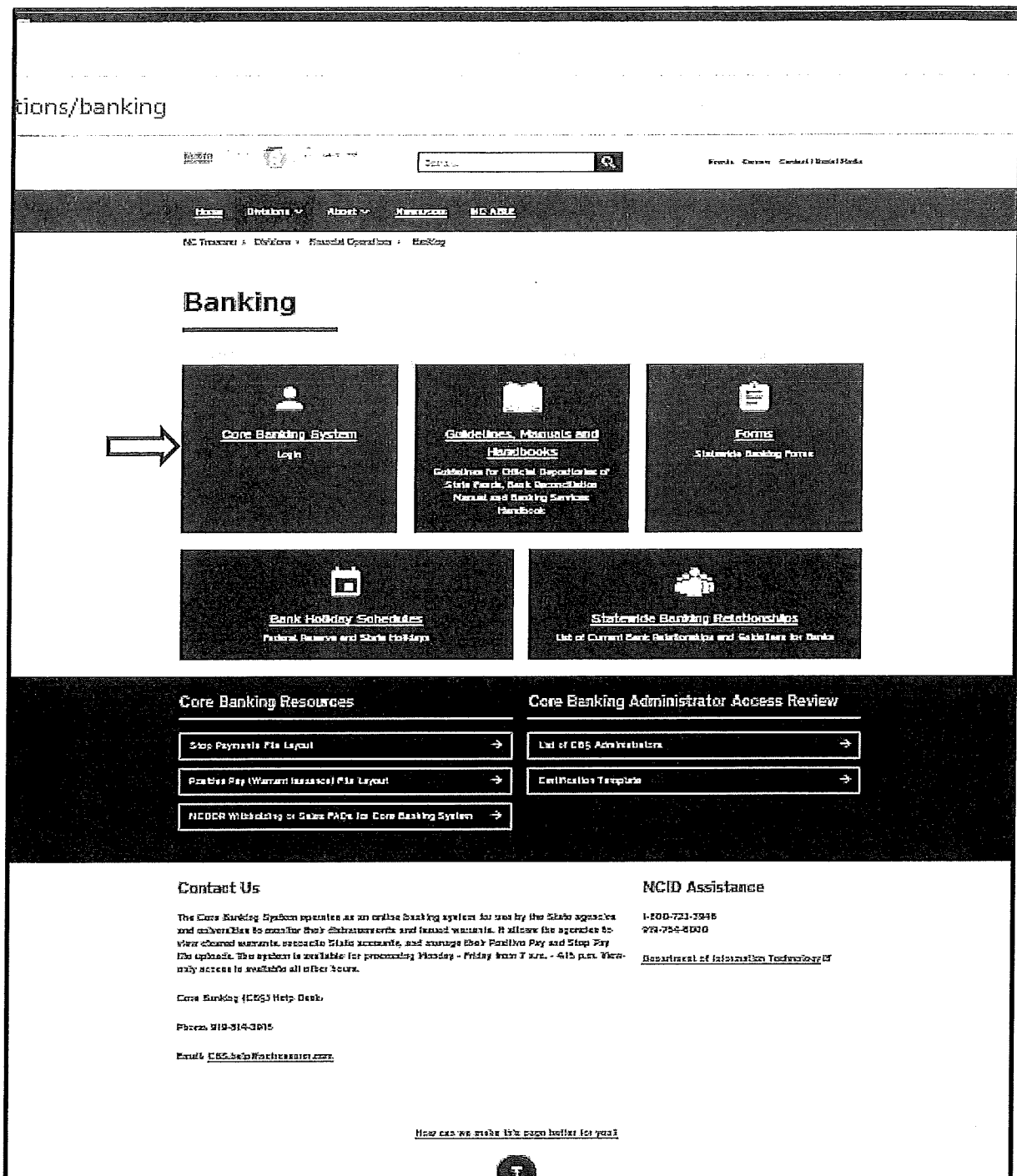
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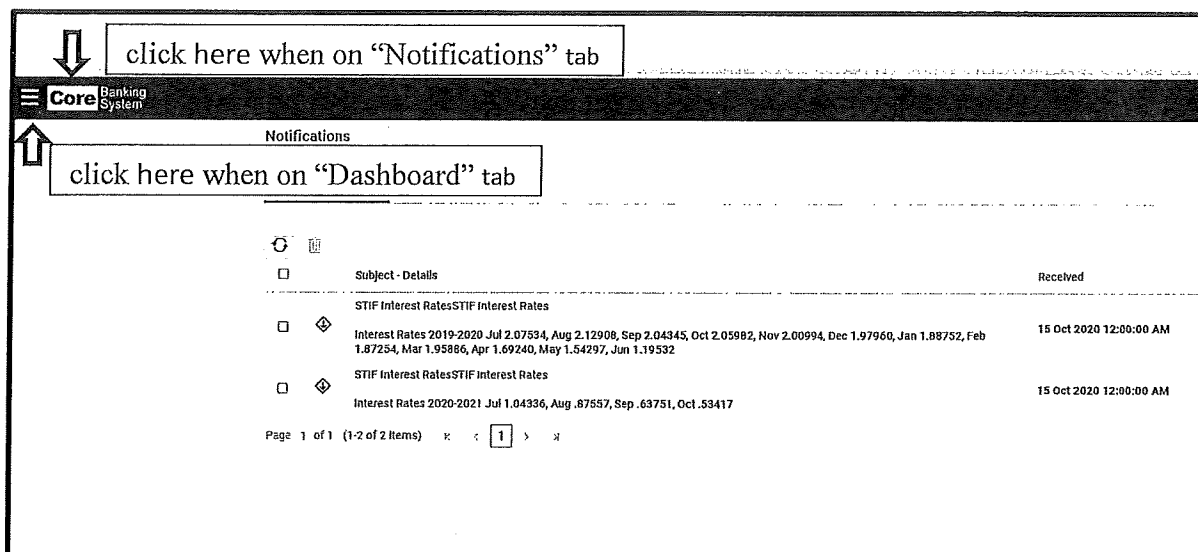


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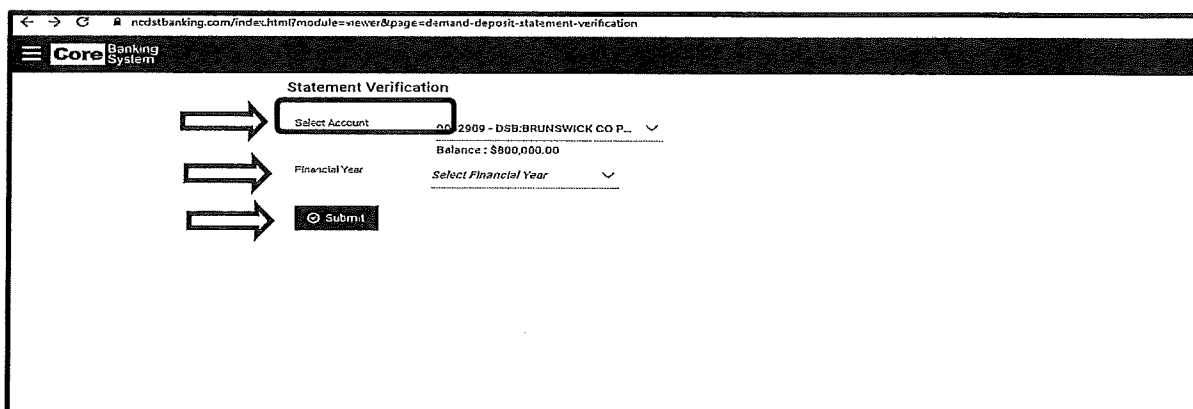


On the log-in page that opens (not pictured), use the individual ID and password provided by the Financial Services Department of DPI or by the State Treasurer's Office to log in to the CBS.

Upon log-in the tab that opens should be the “Notifications – NCDST” tab (pictured below). The screen may contain important information such as interest rates, holidays, or site maintenance. Next, access the CB\$ Dashboard by clicking on the “Core Banking System” logo at the top left corner of the screen. The tab that opens should be the “Dashboard – NCDST” tab (not pictured). To get to the Functions Menu, click on the three bars at the top left corner of the Dashboard screen, just to the left of the “Core Banking System” logo.



A menu will open in the left margin of the screen. Click on “Accounts,” then click on “Statement Verification.” Doing so will open a new tab entitled “Statement Verification – NCDST.” Using the pull-down menu “Select Account,” select/enter the applicable disbursing account. Using the pull-down menu “Financial Year,” select/enter the applicable Financial Year. Click on “Submit” to open the ‘check box.’



Click on the box under the heading "Reconciled" that corresponds with the applicable Month for which account reconciliation is being performed.

Statement Verification

Select Account: 0029110 - DPI Public School Build...
 Balance: \$372,656,832.25
 Financial Year: Current Year - 2020-2021

Month	Reconciled
July	☐
August	☐
September	☐
October	☐
November	☐
December	☐
January	☐
February	☐
March	☐
April	☐
May	☐
June	☐

There will typically be no formal notification made to county finance officers by the State Treasurer's Office regarding disbursing account reconciliation. As administrator of the PSBRRF, School Planning will check the CB\$ website periodically to determine if the finance officers of counties to which PSBRRF funds have been allocated have complied with the provisions of **20 NCAC 1C.0402**. Notification of non-compliance will be issued by School Planning as needed.

School Planning Website Information

To access the School Planning section of the NCDPI website, open an internet browser and go to <https://www.dpi.nc.gov/districts-schools/district-operations/school-planning>.

For capital funding information, select the link for Capital Funding in the District Operations menu on the right side of the School Planning home page.

The screenshot displays the NCDPI website's School Planning section. The header includes the NCDPI logo, a search bar, and navigation links for Home, Educators, Students & Families, Districts & Schools, Data & Reports, News, and About DPI. The breadcrumb trail shows the path: Home > Districts & Schools > District Operations > School Planning. The main heading is "School Planning". Below this, there are two prominent boxes. The first box, titled "2020 Statewide Facility Needs Survey", contains information about downloading the 2020 Facility Needs Survey, including details about the Microsoft Access Database file size (55mb) and the MS Access requirement. It also states that completed surveys are due back on Friday, October 30, 2020, and provides contact information for Nathan Maune, AIA, via email at nathan.maune@dpi.nc.gov. The second box, titled "2020-21 Needs-Based Public School Capital Fund", contains information about downloading the 2020 NBPSCF Grant Application, including the application deadline of September 15, 2020, and contact information for Nathan Maune, AIA, via email at nathan.maune@dpi.nc.gov. On the right side of the page, there is a "District Operations" menu with a list of links: Center for Safer Schools, Driver Education, Financial and Business Services, Plant Operations, School Business Systems Modernization, School Connectivity / E-rate, School Insurance Fund, School Nutrition, School Planning, Project Planning, Design Review, School Construction, Capital Funding, Legislative References, External Resources, Residential Campuses, and Prototype Designs. A white arrow points to the "Capital Funding" link in this menu.

The new page that opens will provide information regarding the various Capital Funds that are administered by the School Planning Section of DPI. Information regarding a specific Fund is accessed by clicking on the title of that Fund.

Capital Funding Reports are posted to the web page on a monthly basis under the title PSBCF – Public School Building Capital Fund. PSBRRF information is included in most of the following reports that are listed on that page:

- Current Fiscal Year Report
- Fiscal Year Totals Report
- Monthly Projects Report
- Monthly Needs-Based Projects Report
- ADM Special Summary Report
- PSBCF Special Summary Report
- PSBRRF Special Summary Report
- NBPSCF Special Summary Report

Back on the School Planning home page, in the menu for District Operations, there are links for Project Planning, Design Review and School Construction, as well as links for various references and resources. Selecting the link for Project Planning will open a page that has Headings such as “Facility Programming,” “Site Design” and “Building Design.” Clicking on “Building Design” will open a list of links to building design publications, one of which is the *Facilities Guidelines* publication that is referenced in the **Project Planning and DPI Plan (Design) Review** section of the **Appendix**.

It should be noted that guidelines for planning and design of public school facilities, as well as requirements and provisions associated with the PSBRRF and other capital funding sources, are subject to periodic updates, revisions and legislative changes. LEAs and Designers should always check for current editions of publications and any special information that may be posted on the School Planning home page.

Contact information for personnel responsible for administration of the PSBRRF and related funding activities (current as of the publication date of this manual) is provided the **Contact Information** section of the **Appendix**.

Contact information

School Planning Section, NCDPI

For general information about the Public School Building Repair & Renovation Fund and guidelines for PSBRRF distributions, allocations and disbursements, please contact:

Dennis R. Hilton, PE
Structural Engineer / School Planning Consultant
School Planning Section
Phone: (984) 236-2922
dennis.hilton@dpi.nc.gov

North Carolina Department of State Treasurer

For information regarding county disbursing accounts, signature cards, account balances, etc., please contact:

Amber Straley
Disbursing Account Services Unit Supervisor
Financial Operations Division
Phone: (919) 814-3904
amber.straley@nctreasurer.com
www.nctreasurer.com

Department of Public Instruction

For information regarding access to the Core Banking System, please contact:

Denise Jackson
Systems Accountant
Financial Services Division
Phone: (984) 236-2122
denise.jackson@dpi.nc.gov

Public School Building Capital Fund - Fiscal Year Totals

9/27/2022

County 06 Beaufort

LEA 070 Beaufort County

ADM, Lottery Fund,
Needs Based Lottery Fund,
and Repair Renovation Lottery Fund

Fiscal Year	ADM Fund					Lottery Fund					Needs Based Lottery Fund					Repair and Renovation Lottery Fund				
	Tax Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance	Lottery Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance	Needs Based Lottery Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance	Rep Reno Lottery Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance
2010-11	0.00	28.28	13.84	0.00	2,902.57	952,402.00	2,302.26	611.30	1,011,471.57	242,519.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011-12	0.00	23.21	216.95	0.00	3,142.73	439,402.00	2,288.09	1,862.04	536,580.81	149,500.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012-13	0.00	13.70	352.53	0.00	3,508.96	466,844.00	1,022.62	1,368.49	149,633.00	469,102.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013-14	0.00	17.28	484.62	0.00	4,010.86	486,041.00	1,524.94	1,598.26	468,936.57	489,331.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2014-15	0.00	20.57	199.59	0.00	4,231.02	502,642.00	3,656.74	199.60	450,000.00	545,829.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2015-16	0.00	31.25	19.88	0.00	4,282.13	472,329.00	5,611.05	860.11	450,000.00	574,629.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016-17	0.00	46.11	24.86	0.00	4,353.10	524,095.00	7,848.60	122.69	450,000.00	656,496.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017-18	0.00	64.69	0.00	0.00	4,417.79	465,252.00	10,466.65	56.78	450,000.00	682,301.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2018-19	0.00	94.93	13.64	0.00	4,526.36	349,677.00	15,886.18	41.71	460,000.00	557,906.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2019-20	0.00	94.94	22.44	0.00	4,643.74	486,894.00	15,787.66	22.44	484,000.00	576,610.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2020-21	0.00	20.86	0.00	0.00	4,664.60	601,228.00	3,458.72	7.60	477,000.00	704,305.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2021-22	0.00	10.17	14.10	0.00	4,688.87	394,262.00	1,789.82	22.48	487,000.00	613,379.32	0.00	0.00	0.00	0.00	0.00	230,207.00	348.79	0.00	0.00	230,555.79
2022-23	0.00	7.09	0.00	0.00	4,695.96	77,776.00	1,045.03	0.00	0.00	692,200.35	0.00	0.00	0.00	0.00	0.00	69,793.00	519.31	0.00	0.00	300,868.10
Totals:	7,157,280.10	1,166,250.88	113,176.49	8,432,011.51		8,359,401.00	99,285.20	10,917.17	7,777,403.02		0.00	0.00	0.00	0.00	0.00	300,000.00	868.10	0.00	0.00	



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Discussion

Presenter: Christina Smith, Public Works Director

Agenda Title: Facilities Capital Projects Update

Summary of Information: Staff will provide an update on Facilities Capital projects.

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Decision

Presenter: Chief Deputy Rose, Sheriff's Office

Agenda Title: Purchase Order Approval - Sheriff's Office

Summary of Information: Requisition for an Eventide NexLog DX communications recording system from Carolina Recordings Systems; as an implemental purchase.

Requisition for an MCC Console Archiving Interface Server (AIS). This equipment is necessary for the new recording system, as it serves as an interface between the console and the reorder.

Submitter Recommendations/Motions: Request approval for funding for the purchase of an upgrade communications recording system and for funding for the MCC Console Archiving Interface Server.

Attachments:



Purchase Order

Fiscal Year 2023

Page 1 of 1

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

20230463

Delivery must be made within
doors of specified destination.B
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O210 North Market Street
Oakland Building
Law Enforcement Center
Washington, NC 27889V
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RCAROLINA RECORDING SYSTEMS, LLC
PO BOX 11311
CHARLOTTE, NC 28220S
H
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P
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O210 North Market Street
Oakland Building
Law Enforcement Center
Washington, NC 27889

VENDOR PHONE NUMBER		VENDOR EMAIL		REQUISITION NUMBER		DELIVERY REFERENCE Quote #000504			
DATE ORDERED 10/31/2022		VENDOR NUMBER 29698		DATE REQUIRED		FREIGHT METHOD / TERMS		DEPARTMENT / LOCATION EMERGENCY COMMUNICATIONS	
NOTES Capital Outlay Equipment The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading									
ITEM #	DESCRIPTION / PART NO.				QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	
1	Recorder				1.0000	EACH	\$45,365.0000	\$45,365.00	
2	Motorola Licenses				1.0000	EACH	\$76,490.0000	\$76,490.00	
3	Peripherals				1.0000	EACH	\$5,995.0000	\$5,995.00	
4	Installation Services				1.0000	EACH	\$9,500.0000	\$9,500.00	
5	Shipping				1.0000	EACH	\$350.0000	\$350.00	
***** GL SUMMARY*****									
294325 - 551000				\$135,500.00					

This instrument has been preaudited in the manner
required by the local government budget and Fiscal
Control Act.Beaufort County is NOT exempt from paying sales tax.
All invoices must include sales tax as applicable.Hollie El Jones
Purchasing AgentQuita C. Radcliffe
Finance Officer

Total Ext. Price	\$137,700.00
Total Credit	\$2,200.00
Purchase Order Total	\$135,500.00

226
VENDOR COPY



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Decision

Presenter: Chief Deputy Rose, Sheriff's Office

Agenda Title: Purchase Order Approval - Sheriff's Office

Summary of Information: The Sheriff's Office is requesting approval of a purchase order 20230256 for Motorola Solutions Inc. For Viper and VHF consolette.

Submitter Recommendations/Motions: Staff recommends approving the purchase order.

Attachments:



Purchase Order

Fiscal Year 2023

Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**Purchase Order # **20230256****Delivery must be made within
doors of specified destination.****B
I
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O**210 North Market Street
Oakland Building
Law Enforcement Center
Washington, NC 27889**V
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R**MOTOROLA SOLUTIONS INC.
4625 LAKE PARK BLVD
SALT LAKE CITY, UT 84120**S
H
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P
T
O**210 North Market Street
Oakland Building
Law Enforcement Center
Washington, NC 27889

VENDOR PHONE NUMBER		VENDOR EMAIL		REQUISITION NUMBER 244	DELIVERY REFERENCE Quote No. 1505840		
DATE ORDERED 08/11/2022	VENDOR NUMBER 2044	DATE REQUIRED	FREIGHT METHOD / TERMS		DEPARTMENT / LOCATION EMERGENCY COMMUNICATIONS		
NOTES Equipment The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading							
ITEM #	DESCRIPTION / PART NO.			QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Cable Coaxial			1.0000	EACH	\$282.5400	\$282.54
2	Device Programming			1.0000	EACH	\$294.0000	\$294.00
3	Device Installation			1.0000	EACH	\$2,800.0000	\$2,800.00
4	Device Misc			1.0000	EACH	\$1,050.0000	\$1,050.00
5	All Brand Consolelette			1.0000	EACH	\$39,440.0000	\$39,440.00
6	APX Consolelette Rack			1.0000	EACH	\$600.0000	\$600.00
7	All Band Consolelette			1.0000	EACH	\$14,900.5000	\$14,900.50
8	APX Consolelette Rack Mount Kit			1.0000	EACH	\$300.0000	\$300.00
***** GL SUMMARY*****							
104325 - 551000				\$59,667.04			

This instrument has been preaudited in the manner
required by the local government budget and Fiscal
Control Act.Beaufort County is NOT exempt from paying sales tax.
All invoices must include sales tax as applicable.Hollie El Jones
Purchasing AgentQuita C. Radcliffe
Finance OfficerTotal Ext. Price \$59,667.04
Purchase Order Total \$59,667.04228
VENDOR COPY



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Decision

Presenter: Chief Deputy Charlie Rose

Agenda Title: Vehicle Purchase Order

Summary of Information: The Sheriff's Office is requesting the approval of PO 20230387, in the amount of \$333,123.84 to order and purchase 8 Dodge Durango's that were approved during the FY 22/23 budget.

These vehicles are being purchased under the State contract.

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

Attachments:



Purchase Order

Fiscal Year 2023

Page 1 of 1

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

Purchase Order # **20230387**

Delivery must be made within
doors of specified destination.

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

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PERFORMANCE AUTOMOTIVE GROUP INC
DBA: PERFORMANCE CHRYSLER DODGE JEEP RAM
605 WARSAW ROAD
CLINTON, NC 28328

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

VENDOR PHONE NUMBER		VENDOR EMAIL		REQUISITION NUMBER	DELIVERY REFERENCE
				382	2023 Durangos Quote
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED		FREIGHT METHOD / TERMS	DEPARTMENT / LOCATION
09/29/2022	30613				SHERIFF

NOTES

Capital Outlay Vehicle

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART NO.	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	#1 2023 Durango	1.0000	EACH	\$41,640.4800	\$41,640.48
2	#2 2023 Durango	1.0000	EACH	\$41,640.4800	\$41,640.48
3	#3 2023 Durango	1.0000	EACH	\$41,640.4800	\$41,640.48
4	#4 2023 Durango	1.0000	EACH	\$41,640.4800	\$41,640.48
5	#5 2023 Durango	1.0000	EACH	\$41,640.4800	\$41,640.48
6	#6 2023 Durango	1.0000	EACH	\$41,640.4800	\$41,640.48
7	#7 2023 Durango	1.0000	EACH	\$41,640.4800	\$41,640.48
8	#8 2023 Durango	1.0000	EACH	\$41,640.4800	\$41,640.48

***** GL SUMMARY*****

104310 - 554000

\$333,123.84

This instrument has been preaudited in the manner
required by the local government budget and Fiscal
Control Act.

Beaufort County is NOT exempt from paying sales tax.
All invoices must include sales tax as applicable.

Hollie L. Jones
Purchasing Agent

Antia C. Radcliffe
Finance Officer

230
VENDOR COPY

Total Ext. Price	\$333,123.84
Purchase Order Total	\$333,123.84

PERFORMANCE

AUTOMOTIVE



2023 Dodge Durango Pursuit

North Carolina Statewide Vehicle Contract #202100002

Category H - Law Enforcement Vehicles

Contract Term Dates: May 10, 2021 - May 9, 2023

Beaufort County NC



Drivetrain Configurations

5.7L Hemi V-8	☒	WDEE75-22Z	2023 Dodge Durango Pursuit, 5.7L Hemi V-8 AWD	\$ 40,968.38
3.6L V-6	☐	WDEE75-2BZ	2023 Dodge Durango Pursuit, 3.6L V-6 AWD	\$ 38,326.88

NC70A Base Vehicle Configuration

Base Powertrain Configuration

WDEE75	5.7L Hemi V-8 MDS VVT Engine, 8 Speed Automatic Transmission, 22Z	Base
WDEE75	3.6L V-6 24 Valve VVT Engine, 8 Speed Automatic Transmission, 2BZ	Base

Base Interior Configuration

Vinyl	Vinyl Floor Covering	Base
Front	Cloth Front Seat Covering	Base
C5/X9	Cloth Rear Seat Covering	Base

Base Package / Options

Black Steel Wheels w/ Chrome Center Caps	8.4" Touchscreen Radio Display
255/60R18 BSW On/Off Road Tires	Blind Spot & Cross Path Detection
Power Windows, Door Locks, Mirrors	Class IV 2" Receiver Hitch
Parksense Rear View Camera	7/4 Way Trailer Light Wiring Connectors
130 MPH Limited Top Speed	Power 8 Way Driver seat
Full Size Bridgestone Spare Tire	2 Row Seating - No 3rd Row Seating Option
4 Key Fobs Standard	Secure Park - Secures Transmission w/o FOB

Option Availability and Compatibility Vary
USE THIS FORM AS A GUIDE
 Please Return to your Performance Representative For Confirmation

Seat/Trim Options		MSRP	6% Disc
☐	C5/X9 HD Cloth Bucket Front Seat / Cloth Rear Seat	STD	STD
☒	A7/X9 HD Cloth Bucket Front Seat / Vinyl Rear Seat	\$ 135	\$ 126.90
Functional Packages		MSRP	6% Disc
☐	ADG Technology Group	\$ 2,680	\$ 2,519.20
☐	ADL Skid Plate Group	\$ 330	\$ 310.20
Wheel Options		MSRP	6% Disc
☐	CAPS Black Steel Wheels with Chrome Center Caps	STD	STD
☐	WP1 18"X8.0 Painted Aluminum Wheels	\$ 390	\$ 366.60
Interior Options		MSRP	6% Disc
☐	CKD Carpet Floor Covering	\$ 140	\$ 131.60
☐	CUF Full Length Floor Console	\$ 330	\$ 310.20
☐	JRC Power Liftgate	\$ 440	\$ 413.60
☐	UBN Uconnect 5 Navigation with 10.1" Display Screen	\$ 1,095	\$ 1,029.30
☐	XCS 4 Additional Key FOBS (8 Total)	\$ 115	\$ 108.10
☐	GXF Fleet Key Alike (Specify Frequency 1-4)	\$ 160	\$ 150.40
Spotlight Options		MSRP	6% Disc
☒	LNF Black Driver Side LED Spotlight	\$ 580	\$ 545.20
☐	LNA Matching Passenger Side LED Spotlight	\$ 580	\$ 545.20
Law Enforcement Options		MSRP	6% Disc
☐	CUG Police Style Floor Console	\$ 950	\$ 893.00
☐	CW6 Deactivate Rear Doors & Windows	\$ 85	\$ 79.90
☐	LSA Security Alarm	\$ 170	\$ 159.80
☐	MT8 Delete Rear Liftgate Badging	N/C	N/C
☐	XDG Passenger Side Ballistic Door Panel	\$ 2,600	\$ 2,444.00
☐	XDV Driver Side Ballistic Door Panel	\$ 2,720	\$ 2,556.80
☐	XPW Front & Rear Wiring Harness	\$ 1,600	\$ 1,504.00
Additional Options			
☐			\$ -
☐			\$ -
☐	Tier 1 Tier 1 Color Upcharge (\$375 Per Car)		\$ 375.00
☐	Tier 2 Tier 2 Color Upcharge (\$525 Per Car)		\$ 525.00

Standard Colors:

Quantity

No Cost Colors		Quantity
☒	PXJ DB Black Clear Coat	8.00
☐	PW7 Bright White Clear Coat	
☐		
Tier 1 - Additional \$375 Per Car		
☐	PRV Octane Red Pearl Coat	
☐	PDN Destroyer Grey Clear Coat	
☐	PSE Silver Metallic Clear Coat	
☐	PHC Ember Pearl Coat	
☐	PCA Frostbite Pearl Coat	
☐	PCQ Midnight Sky	
☐	PAS Baltic Grey Metallic Clear Coat	
Tier 2 - Additional \$525 Per Car		
☐	PBU Blu By You Pearl Coat	
☐	PR4 Flame Red	
☐	P79 Michigan State Police Blue	
☐	P82 Ranger Clear Coat	

Enter Quantity Here

Emergency Equipment/Lighting Upfit

☐			
☐			
☐			
☐			

Option Availability and Compatibility Vary

USE THIS FORM AS A GUIDE

Please Return to your Performance Representative For Confirmation

Total Price Per Vehicle: \$ 41,640.48**Number Units This Spec: 8.00****Total this Order: \$ 333,123.84****Notes & Instructions:**

Agency Information:

Agency Name: Beaufort County NC

Contact: Kelly Cox

Position: Lieutenant

Address 1: 210 N Market St

Address 2:

City, State, Zip: Washington, NC 27889

Office Phone: 252-946-7111 ext 2009

Cell Phone: 252-402-3363

Email: kc Cox@co.beaufort.nc.us**Amy Hill****Government & Fleet Sales**

605 Warsaw Road

Clinton, NC 28328

ahill@ramclinton.com

(336) 687-7964 Cell

Dianne Nelms**Government & Fleet Sales**

605 Warsaw Road

Clinton, NC 28328

dnelms@ramclinton.com

(910) 214-2956 Cell

PERFORMANCE
AUTOMOTIVE

RAMPLYNEDUPOR

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SoundOff

H&IS

SOUND

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Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Discussion

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Finance Report

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

Submitter Recommendations/Motions: Information only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Appointment to Fill Unexpired Term of Register of Deeds

Summary of Information: On September 7, 2022, Jennifer Whitehurst announced that she intended to retire from her position as the Beaufort County Register of Deeds effective December 31, 2022. Her term of office runs until November 30, 2024, and this will cause a mid-term vacancy in the office.

NC General Statute 161-5 reads, "When a vacancy occurs from any cause in the office of register of deeds, the board of county commissioners shall fill such vacancy by the appointment of a successor for the unexpired term, who shall qualify and give bond as required by law. If the register of deeds was elected as the nominee of a political party, the board of county commissioners shall consult the county executive committee of that political party before filling the vacancy and shall appoint the person recommended by that committee, if the party makes a recommendation within 30 days of the occurrence of the vacancy."

At a regular meeting on October 3, 2022, the Board of Commissioners unanimously voted to notify the Beaufort County Republican Party and begin the 30-day period. Notice was e-mailed on October 4, 2022 and acknowledged by the Party on the same day. The Beaufort County Republican Executive Committee held a special election on October 11, 2022, to determine the recommended appointee to fill the unexpired term. Notice of that appointee was made to the County on October 12, 2022.

Attached is a copy of the notification from the Beaufort County Republican Party that Carolyn L. Garriss was selected as the recommended appointee to fill the unexpired term of the Register of Deeds.

Submitter Recommendations/Motions: In accordance with NC General Statute 161-5, appoint the nominee of the Beaufort County Republican Party, Carolyn L. Garriss, to fill the unexpired term of Jennifer Whitehurst, Beaufort County Register of Deeds, effective January 1, 2023.

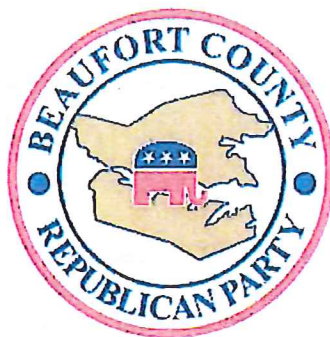
Attachments:

1. NCGS 161-5
2. 2022-10-12 Notification of ROD Appointee by BCGOP

Brian Alligood

From: Carolyn Garris <garrisbocogop@gmail.com>
Sent: Wednesday, October 12, 2022 10:47 PM
To: Brian Alligood; Katie Mosher; Frankie Waters; franciscolaw@suddenlinkmail.com; Jennifer Whitehurst
Cc: Paul Paula Varcoe
Subject: Notification of Appointee for Register of Deeds by the BCGOP

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.



Greetings:

The Beaufort County Republican Party Executive Committee held a special election on Tuesday, October 11, 2022, to elect the recommended appointee to fill the unexpired term of the Register of Deeds. The following candidate prevailed and is the recommendation of the Executive Committee to fill the mid-term vacancy of the Register of Deeds:

Carolyn L Garris
7294 Broad Creek Rd
Washington, NC 27889
252-944-3307

If you have any questions or require additional information, please let us know.

Best regards,

Carolyn Garris, Chairman
Beaufort County Republican Party
844 Washington Plaza
Washington, NC 27889

cc: File

§ 161-5. Vacancy in office.

(a) Repealed by Session Laws 1991, c. 60, s. 1.

(a1) When a vacancy occurs from any cause in the office of register of deeds, the board of county commissioners shall fill such vacancy by the appointment of a successor for the unexpired term, who shall qualify and give bond as required by law. If the register of deeds was elected as the nominee of a political party, the board of county commissioners shall consult the county executive committee of that political party before filling the vacancy and shall appoint the person recommended by that committee, if the party makes a recommendation within 30 days of the occurrence of the vacancy.

(b) In the interim between a vacancy in the office of register of deeds and the appointment and qualification of a successor register of deeds, under the provisions of subsection (a), any incumbent assistant or deputy register of deeds appointed under G.S. 161-6 prior to the vacancy shall continue to hold office as assistant or deputy registers of deeds until discharged or otherwise lawfully relieved of office by the lawful successor to the office of register of deeds. (1868, c. 35, s. 4; Code, s. 3649; Rev., s. 2651; C.S., s. 3546; 1965, c. 900; 1975, c. 868, ss. 1, 2; 1977, c. 180; 1981, c. 763, ss. 8, 9, 14; c. 830; 1987, c. 196, s. 2; 1989, c. 497, s. 4; 1989 (Reg. Sess., 1990), c. 1056; 1991, c. 14, s. 1, c. 60, ss. 1, 4.)



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Establish Salary for New Register of Deeds

Summary of Information: Carolyn L. Garriss was selected by the Beaufort County Republican Party as the appointee to fill the unexpired term of Register of Deeds Jennifer Whitehurst. It is anticipated that the Board, at its regular meeting on November 7, 2022, will appoint Ms. Garriss to the office effective January 1, 2023.

NCGS 153A-92 is the basic statute that governs compensation of county employees (copy attached). It provides that the board of county commissioners "shall fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees, whether elected or appointed, and may adopt position classification plans." See additional attachments regarding this matter including a blog post from the UNC-SOG and an opinion from Charles Szypszak, Professor of Public Law and Government.

The Board has adopted a County Pay and Classification Plan (copy attached). The Register of Deeds position is a Grade 76. The Human Resources Director has reviewed the education and work history of Ms. Garriss included on her resume. Based on that information, she recommends a salary of \$69,708, which is the minimum of the range.

Because this is an elected position, a recommendation is being made but it is ultimately up to the Board where to set the salary of Ms. Garriss.

Submitter Recommendations/Motions: Establish the starting salary for Carolyn L. Garriss, appointee to fill the unexpired term of the Register of Deeds, effective January 1, 2023.

Attachments:

1. FY 22-23 Salary Plan
2. 2022-10-12 E-mail Exchange with Charles Szypszak
3. UNC SOG Blog - Determining the Pay
4. NCGS 153A-92
5. Carolyn Garriss Resume

BEAUFORT COUNTY SALARY PLAN
2022 - 2023

GRADE	HIRE RATE	MINIMUM	MID-POINT	MAXIMUM	POSITION TITLE	FLSA	SAFETY SENSITIVE	DEPARTMENT
50	21,140	22,197	27,482	33,824				
51	22,091	23,196	28,718	35,345				
52	23,084	24,238	30,009	36,935	Chore Provider*	N	Yes	Social Services
53	24,123	25,329	31,360	38,597				
54	25,209	26,469	32,773	40,335	Nutrition Site Program Supervisor*	N	Yes	Social Services
55	26,343	27,660	34,247	42,149	Housekeeper*	N	Yes	Social Services
56	27,529	28,905	35,787	44,046	Animal Shelter Assistant	N	Yes	Animal Control
57	28,768	30,206	37,399	46,030	Medical Records Assistant III*	N	No	Health
					Processing Assistant III*	N	No	Health
58	30,063	31,566	39,082	48,101	Practical Nurse I*	N	Yes	Health
59	31,416	32,987	40,841	50,266	Accounting Clerk IV*	N	No	Health
					Accounting Clerk IV*	N	No	Social Services
					Administrative Support Assistant	N	No	County Manager
					Administrative Support Assistant	N	N/A	Sheriff
					Deputy Register of Deeds	N	No	Register of Deeds
					Emergency Medical Technician - Basic	N	Yes	Emergency Medical Services
					Medical Records Assistant IV*	N	No	Health
					Processing Assistant IV*	N	No	Health
					Processing Assistant IV*	N	No	Social Services
					Water Meter Reader	N	Yes	Water
60	32,829	34,470	42,678	52,527	Customer Service Representative - Land Records	N	No	Tax Administration
					Foreign Language Interpreter *	N	No	Health
					Records Specialist	N	No	Tax Administration
					Tax Customer Service Representative	N	No	Tax Administrator
					Tax Customer Service Representative	N	No	Tax Collector
					Utility Customer Service Representative	N	No	Water
					Water Distribution System Mechanic	N	Yes	Water
61	34,307	36,022	44,599	54,890	Accounting Technician II*	N	No	Social Services
					Accounting Technician II	N	No	Water
					Administrative Specialist	N	No	Emergency Medical Services
					Administrative Specialist	N	N/A	Sheriff
					Animal Control Officer	N	Yes	Animal Control
					Elections Specialist	N	No	Elections
					Emergency Medical Technician Intermediate	N	Yes	Emergency Medical Services
					Income Maintenance Caseworker I*	N	No	Social Services
					Maintenance Technician	N	Yes	Public Buildings
					Permit Technician	N	No	Planning

**BEAUFORT COUNTY SALARY PLAN
2022 - 2023**

GRADE	HIRE RATE	MINIMUM	MID-POINT	MAXIMUM	POSITION TITLE	FLSA	SAFETY SENSITIVE	DEPARTMENT
					Telecommunicator	N	N/A	Communications
62	35,849	37,641	46,604	57,359	Finance Technician	N	No	Finance
					Senior Tax Customer Service Representative	N	No	Tax Administration
					Senior Water Distribution System Mechanic	N	Yes	Water
					Utility Customer Accounts Specialist	N	No	Water
					Water Treatment Plant Operator	N	Yes	Water
63	37,463	39,336	48,701	59,939	Accounting Technician III*	N	No	Health
					Administrative Assistant I*	N	No	Social Services
					Computer Support Technician II*	N	No	Social Services
					Delinquent Tax Collections Specialist	N	No	Tax Collector
					Detention Officer	N	N/A	Jail
					Economic Development Specialist	N	No	Economic Development
					Foreign Language Interpreter II*	N	No	Health Department
					Foreign Language Interpreter II*	N	No	Social Services
					Income Maintenance Caseworker II*	N	No	Social Services
					Social Worker I*	N	Yes	Social Services
					Tax Revenue Technician	N	No	Tax Collector
64	39,148	41,105	50,892	62,638	Assistant Register of Deeds	N	No	Register of Deeds
**Special Hire Rate	42,000				Deputy Sheriff	N	N/A	Sheriff
Deputies Only					Emergency Management Specialist	N	No	Emergency Management
					Fire Marshall/Inspector PT	N	Yes	Emergency Management
					Human Resources Specialist	N	No	Human Resources
					Land Records Specialist	N	No	Tax Assessor
					Medical Laboratory Technician II*	N	Yes	Health
					Meter Services Supervisor	N	Yes	Water
					Paramedic	N	Yes	Emergency Medical Services
					Senior Elections Specialist	N	No	Elections
					Senior Water Treatment Plant Operator	N	Yes	Water
					Tax Exemption Specialist	N	Yes	Tax Assessor
65	40,910	42,956	53,184	65,456	Administrative Assistant II*	N	No	Social Services
					Business Personal Property Appraiser	N	No	Tax Administration
					Community Employment Case Manager*	N	No	Social Services
					Detention Shift Supervisor	N	N/A	Jail
					District Resource Conservation Specialist	N	Yes	Soil and Water
					Income Maintenance Caseworker III*	N	No	Social Services
					Income Maintenance Investigator II*	N	No	Social Services
					Income Maintenance Supervisor I*	N	No	Social Services
					Plant Maintenance Mechanic	N	Yes	Water
					Public Health Education Specialist*	N	No	Health
					Senior Delinquent Tax Collections Specialist	N	No	Tax Collector
					Tax Customer Service Supervisor	N	No	Tax Administration
					Telecommunications Shift Supervisor	N	N/A	Communications
66	42,751	44,889	55,577	68,401	Benefits Coordinator	N	No	Human Resources
					Building Codes Inspector	N	Yes	Planning

**BEAUFORT COUNTY SALARY PLAN
2022 - 2023**

GRADE	HIRE RATE	MINIMUM	MID-POINT	MAXIMUM	POSITION TITLE	PLSA	SAFETY	DEPARTMENT
					Deputy Sheriff Investigator	N	N/A	Sheriff
					Finance Specialist	N	No	Finance
					Nutritionist II*	N	No	Health
					Sheriff Administrative Services Supervisor	N	N/A	Sheriff
					Veterans Service Officer	N	No	Veterans
					Water Quality Technician	N	Yes	Water
67	44,674	46,908	58,078	71,480	Administrative Assistant III*	N	No	Health
					Administrative Assistant III*	N	No	Social Services
					EMS Shift Supervisor	N	Yes	Emergency Medical Services
					Income Maintenance Supervisor II*	E	No	Social Services
					Paralegal I*	N	No	Social Services
					Real Property Appraiser	N	Yes	Tax Administration
					Resource Conservation Office Manager	N	No	Soil and Water
					Social Worker II*	N	Yes	Health
					Social Worker II*	N	Yes	Social Services
					Water Treatment Plant Supervisor	N	Yes	Water
68	46,685	49,019	60,690	74,696	Computer Systems Administrator I*	E	No	Social Services
					Deputy Sheriff Sergeant	N	N/A	Sheriff
					Distribution System Supervisor	N	Yes	Water
					Senior Building Codes Inspector	N	Yes	Planning
69	48,786	51,225	63,422	78,058	Assistant Detention Center Administrator	N	N/A	Jail
					Assistant Tax Collector	N	No	Tax Collector
					Land Records Supervisor	N	No	Tax Administration
					Social Worker III*	N	Yes	Health
					Social Worker III*	N	Yes	Social Services
					Technology Specialist	N	No	Emergency Medical Services
					Technology Specialist	N	N/A	Sheriff
					Utility Customer Service Supervisor	N	No	Water
70	50,982	53,531	66,277	81,570	Administrative Officer II*	N	No	Social Services
					Animal Control Manager	N	Yes	Animal Control
					Assistant 911 Communications Manager	N	N/A	Communications
					Chief Real Property Appraiser	N	Yes	Tax Assessor
					Clerk to the Board/ Executive Assistant to the Manager	N	No	County Manager
					Computer Systems Administrator II*	E	No	Social Services
					Emergency Management Coordinator	E	Yes	Emergency Management
					Environmental Health Specialist*	N	Yes	Health
					Human Services Planner III*	N	No	Health
					Maintenance Supervisor	N	Yes	Public Buildings
					Nutrition Program Director I*	N	No	Health
					Public Health Nurse I*	E	Yes	Health
					Social Worker Investigation Assessment & Treatment*	N	Yes	Social Services
71	53,276	55,940	69,258	85,241	Deputy Sheriff First Sergeant	N	N/A	Sheriff
					Elections Director	E	No	Elections
					Property Valuation Manager	N	No	Tax Administration

BEAUFORT COUNTY SALARY PLAN
2022 - 2023

GRADE	HIRE RATE	MINIMUM	MID-POINT	MAXIMUM	POSITION TITLE	FLSA	SAFETY	DEPARTMENT
					Purchasing Officer	N	No	Finance
72	55,673	58,457	72,375	89,076	Accountant	N	No	Finance
					911 Communications Manager	N	N/A	Communications
					Environmental Health Program Specialist*	N	Yes	Health
					Income Maintenance Administrator I*	E	No	Social Services
					Public Health Nurse II*	E	Yes	Health
73	58,177	61,086	75,632	93,085	Business Officer I*	E	No	Health
					Detention Center Administrator	N	N/A	Jail
					Public Health Nurse III*	E	Yes	Health
					Risk Management and Safety Officer	E	Yes	County Manager
					Social Work Supervisor III*	E	Yes	Social Services
74	60,795	63,835	79,035	97,272	County Social Services Program Administrator II*	E	Yes	Social Services
					Deputy Sheriff Lieutenant	N	N/A	Sheriff
					Emergency Medical Services Manager	E	Yes	Emergency Medical Services
					Human Services Planner/Evaluator IV*	N	Yes	Health
					Public Health Nursing Supervisor I*	E	Yes	Health
					Water System Manager	N	Yes	Water
75	63,530	66,707	82,590	101,648	Communications Director	E	No	County Manager
					Deputy Sheriff Captain	N	N/A	Sheriff
76	66,389	69,708	86,307	106,223	Accounting Services Manager	E	No	Finance
					Deputy Sheriff Major	N	N/A	Sheriff
					Environmental Health Supervisor II*	E	Yes	Health
					Human Services Deputy Director*	E	Yes	Social Services
					Register of Deeds	E	No	Register of Deeds
					Tax Collector	E	No	Tax Collector
77	69,377	72,846	90,189	111,002	Public Health Nursing Director I*	E	Yes	Health
78	72,498	76,123	94,248	115,997	Chief Deputy Sheriff	E	N/A	Sheriff
					Deputy Public Works Director	E	Yes	Water
					Human Resources Director	E	No	Human Resources
79	75,761	79,549	98,489	121,217	Attorney I - DSS*	E	No	Social Services
					County Assessor	E	No	Tax Administration
					Emergency Services Director	E	Yes	Emergency Medical Services
80	79,169	83,127	102,921	126,671				
81	82,732	86,869	107,550	132,370	Physician Extender II*	E	Yes	Health
82	86,454	90,777	112,391	138,327	County Director of Social Services*	E	Yes	Social Services
					Economic Development Director	E	No	Economic Development
					Finance Director	E	No	Finance
					Local Health Director*	E	Yes	Health

**BEAUFORT COUNTY SALARY PLAN
2022 - 2023**

GRADE	HIRE RATE	MINIMUM	MID-POINT	MAXIMUM	POSITION TITLE	FLSA	SAFETY SENSITIVE	DEPARTMENT
					Public Works and Utilities Director	E	Yes	Water/Public Buildings
83	90,345	94,862	117,449	144,552	Sheriff	E	N/A	Sheriff
84	94,411	99,132	122,735	151,057				
85	98,659	103,592	128,258	157,855				
					Positions listed with * are subject to the State Human Resources Act			
					**Special Hire Rate Approved by Board 4/6/22			

Part 4. Personnel.

§ 153A-92. Compensation.

(a) Subject to the limitations set forth in subsection (b) of this section, the board of commissioners shall fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees, whether elected or appointed, and may adopt position classification plans.

(b) In exercising the authority granted by subsection (a) of this section, the board of commissioners is subject to the following limitations:

- (1) The board of commissioners may not reduce the salary, allowances, or other compensation paid to an officer elected by the people for the duties of his elective office if the reduction is to take effect during the term of office for which the incumbent officer has been elected, unless the officer agrees to the reduction or unless the Local Government Commission pursuant to Chapter 159, Article 10, orders a reduction.
- (2) During the year of a general election, the board of commissioners may reduce the salary, allowances, or other compensation of an officer to be elected at the general election only in accordance with this subdivision. The board of commissioners shall by resolution give notice of intention to make the reduction no later than 14 days before the last day for filing notice of candidacy for the office. The resolution shall set forth the reduced salary, allowances, and other compensation and shall provide that the reduction is to take effect at the time the person elected to the office in the general election takes office. Once adopted, the resolution may not be altered until the person elected to the office in the general election has taken office. The filing fee for the office shall be determined by reference to the reduced salary.
- (3) If the board of commissioners reduces the salaries, allowances, or other compensation of employees assigned to an officer elected by the people, and the reduction does not apply alike to all county offices and departments, the elected officer involved must approve the reduction. If the elected officer refuses to approve the reduction, he and the board of commissioners shall meet and attempt to reach agreement. If agreement cannot be reached, either the board or the officer may refer the dispute to arbitration by the senior resident superior court judge of the superior court district or set of districts as defined in G.S. 7A-41.1 in which the county is located. The judge shall make an award within 30 days after the day the matter is referred to him. The award may extend for no more than two fiscal years, including the fiscal year for which it is made.
- (4) The board of commissioners shall fix their own salaries, allowances, and other compensation in accordance with G.S. 153A-28.
- (5) The board of commissioners shall fix the salaries, allowances and other compensation of county employees subject to the North Carolina Human Resources Act according to the procedures set forth in Chapter 126. The board may make these employees subject to a county position classification plan only as provided in Chapter 126.

(c) In counties with a county manager, the manager is responsible for preparing position classification and pay plans for submission to the board of commissioners and for administering the pay plan and any position classification plan in accordance with general policies and directives adopted by the board. In counties without a county manager, the board

of commissioners shall appoint or designate a personnel officer, who shall then be responsible for administering the pay plan and any position classification plan in accordance with general policies and directives adopted by the board.

(d) A county may purchase life insurance or health insurance or both for the benefit of all or any class of county officers and employees as a part of their compensation. A county may provide other fringe benefits for county officers and employees. In providing health insurance to county officers and employees, a county shall not provide abortion coverage greater than that provided by the State Health Plan for Teachers and State Employees under Article 3B of Chapter 135 of the General Statutes. (1927, c. 91, s. 8; 1953, c. 1227, ss. 1-3; 1969, c. 358, s. 1; c. 1017; 1973, c. 822, s. 1; 1987 (Reg. Sess., 1988), c. 1037, s. 122; 2013-366, s. 2(b); 2013-382, s. 9.1(c).)

Brian Alligood

From: Szypszak, Charles <Szypszak@sog.unc.edu>
Sent: Wednesday, October 12, 2022 8:47 AM
To: Brian Alligood
Subject: Re: Retirement of ROD Mid-Term and NCGS 161-5

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Brian,

If the county has a salary schedule the commissioners can set the salary based on the incoming register's experience and qualifications -- it does not have to be the same as the outgoing register.

This is a blog that you might find helpful. I agree with my esteemed colleague's conclusion.

[Determining the Pay for the New Sheriff - Coates' Canons NC Local Government Law \(unc.edu\)](#)

Charles

From: Brian Alligood <brian.alligood@beaufortcountync.gov>
Sent: Wednesday, October 12, 2022 8:41 AM
To: Szypszak, Charles <Szypszak@sog.unc.edu>
Subject: RE: Retirement of ROD Mid-Term and NCGS 161-5

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Charles,

Forgot to ask. With a mid-term resignation does the salary of the appointed person match the current ROD's salary? Also, I assume the ROD is like the Sheriff when it comes to election time and salary in that the Board has to vote to reduce the salary prior to filing for office or the salary stays the same?

Thanks.

Brian M. Alligood, County Manager
Beaufort County, North Carolina
121 West 3rd Street
Washington, North Carolina 27889

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From: Szypszak, Charles <Szypszak@sog.unc.edu>
Sent: Wednesday, September 28, 2022 9:21 AM
To: Brian Alligood <brian.alligood@beaufortcountync.gov>
Subject: Re: Retirement of ROD Mid-Term and NCGS 161-5

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Brian,

Yes, the School of Government has always advised that the process can begin upon notice of the mid-term resignation, triggering the party's 30-day period, with a future effective date. This is how it usually happens, and it is a good idea to have the new register in place before the term of office begins for a clean transition in use of the new seal and other reasons.

Charles Szypszak
Albert Coates Distinguished Professor of Public Law and Government
School of Government
University of North Carolina at Chapel Hill

From: Brian Alligood <brian.alligood@beaufortcountync.gov>
Sent: Wednesday, September 28, 2022 9:11 AM
To: Szypszak, Charles <Szypszak@sog.unc.edu>
Cc: David Francisco (francisolaw@suddenlinkmail.com) <francisolaw@suddenlinkmail.com>
Subject: Retirement of ROD Mid-Term and NCGS 161-5

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Charles,

The Beaufort County ROD plans to retire on December 31, 2022. This is mid-term for her. According to NCGS 161-5, the Board of Commissioners is obligated to appoint the person recommended by the county executive committee of the relevant political party if the recommendation occurs within 30 days of the occurrence of the vacancy. It seems that NCGS 161-5 anticipates an unplanned vacancy and can put a hold on filling the position for up to 30 days after the vacancy while the Board waits on a recommendation from the executive committee.

In this case, the ROD has communicated early her intent to retire mid-term and has also notified the executive committee. Can the Board of Commissioners, based on the "when a vacancy occurs" language in NCGS 161-5, appoint a new ROD from the executive committee's

recommendation prior to January 1, 2023 with it being effective January 1, 2023? I anticipate this situation has occurred before in NC and looking for advice on how to handle it so there is no lapse in ROD coverage, understanding that NCGS 161-5(b) essentially keeps the office running in the interim.

Thanks for your opinion on this matter.

Sincerely,

Brian M. Alligood, County Manager
Beaufort County, North Carolina
121 West 3rd Street
Washington, North Carolina 27889

Office: 252-946-0079

Fax: 252-946-7722

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<https://canons.sog.unc.edu/2015/01/determining-the-pay-for-the-new-sheriff/>



Coates' Canons NC Local Government Law

Determining the Pay for the New Sheriff

Published: 01/06/15

Author Name: Robert Joyce

A new sheriff has been elected. What will his salary be? Must he be paid what the old sheriff was being paid, or can he be paid less?

Here is one way to read the statutes: the new sheriff must be paid at least as much as the old sheriff, unless the county commissioners thought far ahead and took steps way back before the election to lower the salary in the upcoming term.

Here is another way to read the statutes: The new sheriff can be slotted onto the county's salary schedule at an appropriate grade and step just as any other employee coming into a new position would be. The commissioners need take no step ahead of time other than adopting an appropriate salary schedule for all employees.

Which interpretation is correct? Until a court might rule on the matter in a particular case, or the General Assembly might amend the statutes to clarify matters, we cannot know for sure. But in my opinion, the second interpretation is correct: the new sheriff can be slotted appropriately onto the pay schedule.

The basic statute

The basic statute governing compensation of county employees generally is GS 153A-92. It provides that the board of county commissioners "shall fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees, whether elected or appointed, and may adopt position classification plans." That is, the commissioners have the authority to set up a pay schedule that includes all employees, included elected officials such as the sheriff. The commissioners have the authority to revise the pay schedule as they deem appropriate, even if that means reductions in salaries of county employees.

With respect to elected officials, however, the statute contains two significant constraints.

First, it provides, in subsection (b)(1), that the commissioners may not reduce the compensation paid to an elected official (such as the sheriff) if the reduction is to take place during the term of office of the elected official. That is, if the commissioners are unhappy with an elected official, they cannot punish that official with a pay cut during the term.

Second, it provides, in subsection (b)(2), that the commissioners may reduce the salary of an elected official for an upcoming term, not for the current term. They can do so if they act far enough ahead of the election for the new term. They must give notice of the intent to lower the salary in the new term at least 14 days before the last day of the period in which candidates for the office file their notice of candidacy—that's in February of the year in which the general election will be in November.

So, if the commissioners think about it nearly a full year ahead, they can set a lower salary for the new term. Maybe old sheriff Jones, who has been in office for 20 years, has gotten salary increases along the way, and now is making \$100,000. He is going to retire. Maybe the commissioners believe that whoever is elected to replace him should not be paid that much, since that person

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will have no experience as sheriff and simply does not merit such a salary. Acting well in advance, they can set a new salary for the new term, and that is what the new sheriff will be paid.

An alternative approach

But do the commissioners really have to think that far ahead? If they fail to, are they really stuck with the old sheriff's high salary for whoever is elected, regardless of experience and qualifications? Since the statute does in fact set out a method for changing the salary for the upcoming term, it is arguable that the outcome is that the commissioners are in fact stuck.

But I don't think that is the right outcome.

The statute directs the commissioners to set a "schedule of pay, expense allowances, and other compensation" for all county officers and employees, specifically including elected officials. I think that if the commissioners do set such a schedule and do in fact include the sheriff, then the county can apply that schedule to determine the salary to be paid to the new sheriff without need to go through the way-in-advance salary-change procedure of GS 153A-92(b)(2).

I think that for two reasons.

First, the salary-change procedure applies when the commissioners "reduce the salary, allowances, or other compensation of an officer to be elected at the general election." The process of slotting a newly-elected sheriff on a salary schedule, at a rate lower than the old sheriff was making, is not the equivalent of reducing the compensation "of an officer to be elected at the general election." The compensation to be paid to the officer who will be elected sheriff will be determined according to the salary schedule. There is no "reduction" involved, even if the consequence is that the new sheriff is paid less than the old sheriff.

Second, the statute that governs the filing fee that candidates for sheriff must pay supports this interpretation. That statute is GS 163-107. It provides that for offices generally, including the office of sheriff, the filing fee that a candidate must pay (unless the candidate goes through a written petition process to avoid paying the filing fee) is 1% of the first annual salary to be received by the candidate if elected. It then says this:

The salary of the office that is the basis for calculating the filing fee is the starting salary for the office, rather than the salary received by the incumbent, if different. If no starting salary can be determined for the office, then the salary used for calculation is the salary of the incumbent, as of January 1 of the election year.

That is, the statute recognizes that an elected office may have a "starting salary," derived from a salary schedule, that is different from the salary being paid to the current office holder.

Complications

The interpretation that says the county is stuck with the higher salary of the old sheriff if the commissioners don't act almost a year ahead has one advantage: it is clear cut and simple. If the commissioners act by the time of the filing period, they can lower the salary for the upcoming term. If they don't, then the new sheriff gets the old salary. Simple.

But simplicity is its only advantage. It does not, in my opinion, serve the interests of the county and the citizens for a newly-elected sheriff with considerably less experience to automatically earn what the old, experienced incumbent was making. The alternative interpretation has the advantage that the salary schedule can be regularly applied to the sheriff as to other employees and the newly elected sheriff can be paid a salary that fairly compensates him in comparison to other employees. And it requires no way-ahead action on the part of the commissioners.

The alternative interpretation does raise a couple of complications, however.

First, who is to determine where the new sheriff is to be placed on the salary schedule? I think this is the answer: whoever normally decides the placement when a new employee comes on board also determines the placement for the new sheriff. If the county human resources director normally makes that decision, then the HR director should make it for the new sheriff. Of course, GS 153A-92(c) says that after the commissioners have adopted a pay plan "the manager is responsible for . . .

<https://canons.sog.unc.edu/2015/01/determining-the-pay-for-the-new-sheriff/>

administering the pay plan and any position classification plan in accordance with general policies and directives adopted by the board.” So, ultimately, the decision of where to place the new sheriff rests with the county manager. If the HR director normally makes the decision, then I think any employee (including the new sheriff) could appeal to the manager.

Second, what happens if the newly elected sheriff doesn’t agree with the determination? Ultimately, I suppose, he could sue the county.

Third, there is case law in North Carolina indicating that for some purposes employees of the Office of the Sheriff are not regular employees of the county. One 1988 opinion from the court of appeals, for instance, makes the point very bluntly. After acknowledging that the commissioners have the power to set the number of employees that a sheriff may hire and to approve the hiring of relatives, the opinion says this: “In all other aspects, the individual person is an employee of the sheriff, *de facto* or *de jure*. Thus, any claim that the County or Board of Commissioners is the employer of [the sheriff office employee] is unsupported by the facts in the case *sub judice*.” *Peele v. Provident Mutual Life Insurance Company*, 90 N.C. App. 447. This language might be read to support the idea that a salary schedule adopted for county employees could not be applied to the sheriff himself. That conclusion is unwarranted, I believe. The *Peele* case involved liability, not compensation, and in other cases courts have held that for other purposes, such as confidentiality of personnel records, employees of the sheriff’s office are county employees. Further, the language directly found in GS 153A-92 permits the commissioners to apply pay schedules to elected officials. To me, that makes it clear that the pay schedule may be applied to the elected sheriff.

Register of deeds

This entire discussion applies fully to the office of register of deeds, just as it does to sheriff.

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CAROLYN GARRIS

SKILLS

- Microsoft Office
- Desktop Publishing
- Budget Development and Management
- Program Development
- Website Development/Design
- Google Applications
- Contract Management
- Community Engagement
- Database Management
- Excellent Communication
- Excellent Customer Service
- Presentations

CERTIFICATIONS

- Notary Public (Exp. 7/2023)
- Certified Environmental Educator

WORK HISTORY

CUSTOMER ACCOUNT SPECIALIST 03/2022 to Current

Marks Termite and Pest Control Service, Washington, North Carolina

- Evaluate customers' potential needs to make appropriate recommendations.
- Draft letters, charts and financial reports to keep staff informed of progress.
- Uses Briostack and Heartland to keep accurate records pertaining to inventory and account notes.
- Secure on-time payments and collected on delinquent accounts.
- Complete routine and complex account updates to resolve problems.
- Review account activity to assess financial status and evaluate discrepancies.
- Place new customer orders and scheduled appointments.

ADMINISTRATIVE ASSISTANT/ENVIRONMENTAL EDUCATOR 07/1992 to 01/2022

Pitt County Soil and Water Conservation, Greenville, North Carolina

- Developed Customer Reporting Information System 2.0 program (C.I.R.S) through Google Forms to utilize as a reporting tool to the District Board, prepare 1/4ly reports for Pitt County, and for strategic planning/goal setting.
- Executed record filing system to improve document organization and management.
- Scheduled office meetings, board meetings, training, and reservations.
- Generated reports and typed letters in Word and prepared PowerPoint presentations.
- Handled client correspondence and tracked records to foster office efficiency.
- Prepared news articles and annual report for publishing

- Developed, planned, and carried out various environmental education programs for schools and community organizations.
- Served on various committees (i.e., Coastal Envirothon (Chair/Treasurer, Area V Education, Employee Appreciation, Grievance).

OFFICE MANAGER/INSURANCE ADMINISTRATOR 02/1987 to 05/1992

BGB Management, Greenville, NC

- Maintained computer and physical filing systems.
- Optimized organizational systems for payment collections, AP/AR, deposits and recordkeeping.
- Established workflow processes, monitored daily productivity and implemented modifications to improve overall performance of personnel.
- Coached new hires on company processes.
- Coordinated special projects and managed schedules.
- Compared vendor prices and negotiated for optimal savings.
- Managed self-insured health insurance fund (BCBS) for employees

LEAD LEGAL SECRETARY 07/1983 to 02/1987

Law Offices of Roger C. Steele, Atlantic City, NJ

- Maintained Schedules for Attorneys.
- Distributed assignments to staff.
- Transcription.
- Met with clients to compile information for file.
- Notarized Wills and other legal documents as needed.
- Researched and organized trial folders.

EDUCATION

University of Mount Olive, Mount Olive, NC

Bachelor of Science, Business Administration/CIS, 05/2021

University of Mount Olive, Mount Olive, NC

Associate of Science, Business Administration, 08/2019

Vineland Senior High School, Vineland, NJ

High School Diploma, 06/1983



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Decision

Presenter: Manager Brian M. Alligood,

Agenda Title: Request for Audit by Register of Deeds

Summary of Information: Register of Deeds Jennifer Whitehurst has announced her retirement at the end of this year. She has requested that the County perform an audit of her office financials prior to her retirement.

Fiscal Impact: Estimate of \$10,000

Submitter Recommendations/Motions: Approve the attached budget amendment for \$10,000 to perform a closeout audit for the office of Register of Deeds.

Attachments:

Budget Amendment Request

Date of Request: 10/7/22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-9910-599100	Contingency		10,000
10-4180-519400	Professional Services	10,000	

State Position No. _____

255



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

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 # 4393-0050-R. The project will elevate thirty-two (32) residential structures across various locations in the County. Also attached is an updated budget amendment to include the new project.

Fiscal Impact: No County funds required.

Submitter Recommendations/Motions: Approve and authorize the Finance Director to sign the attached State-Centric MOU #4393-0050-R for HMGP elevations related to Hurricane Florence and approve the attached budget amendment adding the project.

Attachments:

1. Budget Amendment
2. MOA 4393-0050-R - 32 elevations

**AN ORDINANCE TO AMEND THE 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 amended:

Section 1. The Grant Project amendment is to account for the management costs associated with 32 residential elevations under HMGP State Centric Model project #4393-0050-R.

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

REVENUES:

170-3672-433140	HMGP REVENUE - 4393-0050-R	\$ 216,267
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EXPENSES:

170-4442-519440	MANAGEMENT COSTS 4393-0050-R	\$ 216,267
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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 7th day of November, 2022.

Chairman

Attest:

Clerk

**STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT**

AND

BEAUFORT COUNTY

MEMORANDUM OF AGREEMENT (MOA)

**MOA# 4393-0050-R
DPS Fund Code: 4393DRNCP00000505
MOA Amount: \$4,325,324.00**

**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 # 4393-0050-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:

NCEM, on behalf of Beaufort County, will elevate thirty-two (32) residential structures located within the boundaries of the Special Flood Hazard Area. Per the local County's Ordinance, the structures will be elevated to the Base Flood Elevation (BFE), plus the applicable freeboard requirement. All structures proposed for elevation will be inspected and certified by an engineer to be structurally sound and capable of being elevated safely. The foundations will be designed to properly address all loads and be appropriately connected to the floor structure above. The elevation will be designed and implemented consistent with internationally recognized engineering standards, and according to the standards outlined in the ASCE 24-14.

The elevated structures will be placed on a range of possible foundations, which include but are not limited to the following options (which will be delineated by a professional licensed engineer during the feasibility study). Elevation foundations will be either: piers, piles, columns, or fill; foundation curtain wall with footings; reinforced concrete masonry unit (CMU) block walls. The depth of ground disturbance will be 12-24 inches. All construction will comply with the North

Carolina and local building code requirements and specifications. Environmental protection measures, such as sediment barriers, will be taken. Each site will be dressed and graded for positive drainage and ease of future maintenance.

Site Locations:

	Address	City	State	Zip Code	Latitude	Longitude
1.	366 E Bay St	Belhaven	NC	27810	35.53929	-76.61777
2.	226 N Harvey St	Washington	NC	27889	35.54264	-77.05046
3.	654 Croatan St	Belhaven	NC	27810	35.54088	-76.61481
4.	1711 Bay City Rd	Aurora	NC	27806	35.27856	-76.77483
5.	908 Willow St	Washington	NC	27889	35.53891	-77.04095
6.	402 N Washington St	Washington	NC	27889	35.54989	-77.0610
7.	702 Runyon Rd	Washington	NC	27889	35.54175	-77.3469
8.	228 Fantasy Island Rd	Belhaven	NC	27810	35.48991	-76.6768
9.	278 Duke St	Belhaven	NC	27810	35.54706	-76.61852
10.	447 West Pantego St	Belhaven	NC	27810	35.54629	-76.62405
11.	907 E 7th St	Washington	NC	27889	35.54291	-77.03874
12.	763 Washington St	Belhaven	NC	27810	35.54742	-76.62134
13.	2590 Whichards Beach Rd	Chocowinity	NC	27817	35.51367	-77.03564
14.	815 E 4th St.	Washington	NC	27889	35.54041	-77.04195
15.	694 Hubs Rec Rd	Belhaven	NC	27810	35.51384	-76.65587
16.	1300 Old Pamlico Beach Rd	Belhaven	NC	27810	35.40006	-76.62413
17.	193 Woodstock Rd	Belhaven	NC	27810	35.46574	-76.63257
18.	107 Haven Way	Washington	NC	27889	35.48854	-76.97951
19.	432 Gum St	Belhaven	NC	27810	35.54744	-76.62198
20.	112 Sunnyside Dr	Washington	NC	27889	35.4879	-76.97827
21.	112 Dickinson Rd	Chocowinity	NC	27817	35.42759	-76.97200
22.	131 Gum Neck	Belhaven	NC	27810	35.56977	-76.50227
23.	5114 Pamlico Beach Rd	Belhaven	NC	27810	35.9981	-76.60236
24.	322 Summer Haven Rd	Washington	NC	27889	35.50035	-76.99052
25.	565 School House Rd	Belhaven	NC	27810	35.46896	-76.63805
26.	31446 US HWY 264 E	Belhaven	NC	27810	35.54796	-76.60576
27.	1252 Old Pamlico Beach Rd	Belhaven	NC	27810	35.38995	-76.59011
28.	101 Haven Way N	Washington	NC	27889	35.48872	-76.97858
29.	109 Haven Way North	Washington	NC	27889	35.48834	-76.97975
30.	5755 Sidney Road	Belhaven	NC	27810	36.48392	-76.67677
31.	735 Latham St.	Belhaven	NC	27810	35.73653	-76.61304
32.	689 Latham St	Belhaven	NC	27810	35.63428	-76.61477

Note: The property at 635 N Fifth Street was withdrawn and identified as unresponsive to the homeowner verification documents (Declaration & Release and Model Acknowledgement of Conditions do not match the tax card).

(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.
- 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-4393-0050-R**, which is a sub-award in the **Cost Center 2D530076**.

Budget Information

Total: **\$4,325,324.00**

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 **September 21, 2022**.

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 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 10/6/2022 | 07:01:46 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 12259; 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-Recipients have not been suspended or debarred from doing business with federal or State government.

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

ATTACHMENT C: SUBRECIPIENT MANAGEMENT COSTS REIMBURSEMENT

[illegible]

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.**

- 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: 11/7/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: "In God We Trust" Signage

Summary of Information: At a regular meeting on September 6, 2022, the Board unanimously approved installing the words "In God We Trust" in the Commissioners' meeting room and on the Courthouse. Since this meeting, staff has received samples of the acrylic letters to be used in the meeting room and has reviewed the originally proposed placement of the lettering.

Based on the color samples received and the reverence due the wording, "In God We Trust", staff is requesting that the Board consider amending the locations to the meeting room wall above the dais with gold acrylic lettering and to the area above the front entrance doors of the Courthouse with black aluminum lettering. These locations were listed as "Option 1" in the original agenda item.

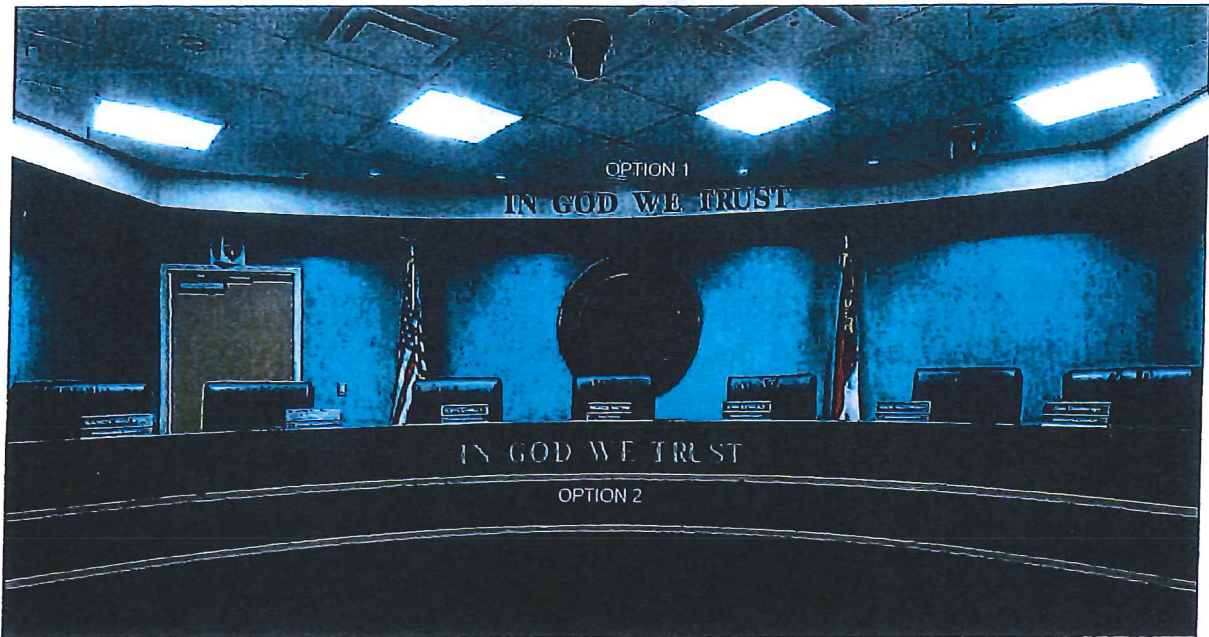
Fiscal Impact: No cost to County

Submitter Recommendations/Motions: Consider approving amended locations to above boardroom dais with gold acrylic letters and above courthouse entrance doors with black aluminum letters.

Attachments:

1. Prior Agenda Item

6" LETTERS FLAT CUT ACRYLIC - OPTIONS 1 & 2



8" CAST ALUMINUM - ANODIZED
OPTIONS 1 & 2



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Discussion

Presenter: Chairman Frankie Waters

Agenda Title: Apology to Dr. Loope, Beaufort Community College President

Summary of Information: Chairman Waters would like an apology issued to Dr. David Loope, President of the Beaufort County Community College.

Submitter Recommendations/Motions: Discussion.

Attachments:

1. Program Guidelines





Beaufort Promise Scholarship Program Guidelines

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

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

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



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Item for Decision: Item for Decision

Presenter: Commissioner John Rebholz

Agenda Title: Affordable Housing in Beaufort County

Summary of Information: Commissioner Rebholz would like to hold a discussion about the lack of affordable housing, it's impact on businesses and industry and formation of a taskforce of stakeholders to look at ways to address it.

Submitter Recommendations/Motions: Discuss and form a taskforce of stakeholders to look into ways to address affordable housing in Beaufort County.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Register of Deeds Statement

Summary of Information: Commissioner Richardson has the following statement regarding filling the Register of Deeds position.

"Filling the vacancy of the Register of Deeds

General Statute 161-5 applies to this appointment. I take no issue with the filling of any partisan seat by a like partisan.

I take issue with the interpretation of the statute that commissioners are required to accept the first designee of the relevant political party, regardless of qualifications.

Nothing in the statute directs that commissioners are required to abandon their fiduciary responsibility to the citizens of Beaufort County.

If the intent of the statute were that the first designee be appointed without question, there would be no need for the statute. The relevant political party would directly, without consultation with the county commissioners, install their designee.

The statute clearly directs that "the board of county commissioners shall consult with the county executive committee". Therefore, there is opportunity for commissioners to not violate our fiduciary responsibility.

I recommend that we not accept the apparent nominee of the party by vote. Further, that we by another vote request another candidate who is qualified."

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

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Vidant Emergency Room Report

Summary of Information: Commissioner Richardson would like an update on the Vidant Hospital Emergency Department.

Submitter Recommendations/Motions: Discussion.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Jail Committee Update

Summary of Information: Commissioner Richardson is requesting an update from the Jail Committee.

Submitter Recommendations/Motions: Discussion.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Jail Discussion

Summary of Information: Commissioner Richardson would like to hold a discussion regarding the jail population, ankle bracelet population and the nursing hours.

Submitter Recommendations/Motions: Discussion.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Combating Drug Use In Beaufort County

Summary of Information: Commissioner Richardson would like to discuss combating illegal drug use in Beaufort County and how to proceed.

Submitter Recommendations/Motions: Discussion.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Discussion

Presenter: Clerk to the Board Katie Mosher,

Agenda Title: Illegal Immigrants in Beaufort County

Summary of Information: Commissioner Richardson would like to hold a discussion regarding illegal immigrants in Beaufort County.

Submitter Recommendations/Motions: Discussion.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

Agenda Section: Item for Discussion
Presenter: Clerk to the Board Katie Mosher,
Agenda Title: Chocowinity Fraud Investigation

Summary of Information: Commissioner Richardson would like an update on the Chocowinity fraud investigation.

Submitter Recommendations/Motions: Discussion only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 11/7/2022

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: